

M.P. Minor Mineral Rules, 1996

MADHYA PRADESH

India

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Rule M-P-MINOR-MINERAL-RULES-1996 of 1996

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M.P. Minor Mineral Rules, 1996 Published vide Notification No. 19-53-87-12-2, dated 18-3-1996, M.P. Rajptra (Asadharan) dated 23-3-96 at pages 220 (70-126) 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 Madhya Pradesh 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 anyone 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 [trade quarry] [Substituted by Notification No. F-19-10-99-XII-2, dated 30-05-2001.] 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 Madhya Pradesh Land Revenue Code, 1959 (No. 20 of 1959);(b)"Commissioner" of a revenue division of Madhya Pradesh have the same meaning assigned to it in the Madhya Pradesh Land Revenue Code, 1959 (No. 20 of 1959);[(ix-a) "Corporation" shall have the same meaning as assigned to it in the Madhya Pradesh Municipal Corporation Act, 1956 (No. 23 of 1956).] [Inserted by Notification No. F-19-53-87-XII-2, dated 19-6-1997.](x)"Dead Rent" and "Royalty" have the meanings respectively assigned to them in the Act;(xi)"Director" Means the Director of Geology and Mining, Madhya Pradesh;(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, Madhya Pradesh 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 Madhya Pradesh Board of Secondary Education;(b)who is a resident of Madhya Pradesh;(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", "Janpachayat", "Zila Panchayat" and "Gram Sabha" have the same meanings respectively assigned to them in the Madhya Pradesh Panchayat Raj Adhiniyam, 1993 (No. 1 of 1994);(xvi)"Lessee" means a person who has been granted a quarry lease [...] [Omitted by Notification No. F-19-10-99-XII-2, dated 30-05-2001.] 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;[(xvi-a) Trade quarry means a quarry for which the right to work is auctioned; [Inserted by Notification No F-19-10-99-XII-2, dated 30-05-2001.](xvi-b) "Contractor" means a person who holds a trade quarry.](xvii)"Co-operative Society" has the same meaning assigned to it under the Madhya Pradesh 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 Madhya Pradesh 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 Madhya Pradesh 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 Madhya Pradesh 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 Madhya Pradesh Municipalities Act 1961 (No. 37 of 1961);] [Notification by 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 Madhya Pradesh 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 Madhya Pradesh;(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 any mechanical means, from the area that the Gram Sabha may decide and earmark within their respective jurisdiction for such purpose : [Substituted by Notification No. F-4-107-2000-XII-1, dated 24-11-2001.]Provided that no quarrying shall be done within a distance of 100 metres from a bridge, national/state highway, railway line, public place, river bank, nalas, canal, Reservoir, dam, any natural water course or any water impounding structure, 10 metres from grameen kacha rasta.(ii)Such quarrying of minor minerals which is not done for sale but for the purpose of construction of repairs of wells, or other agricultural works or for the improvement of the dwelling houses of agriculturists, village artisans and labourers residing in villages:Provided that no quarrying shall be done within a distance of 100 metres from a bridge, national/state highway, railway line, public place, river bank, nalas, canal, reservoir, dam, any natural water course or any water impounding structure; 10 metres from grameen kachcha rasta.(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 departments shall be required to deposit royalty under the revenue receipt head prescribed in sub-rule (3) of Rule 10:]Provided that no quarrying shall be done within a distance of 100 metres from a bridge, national/state highway, railway line, public place, river bank, nalas canal, reservoir, dam, any natural water course or any water impounding structure, 10 metres from grameen kacha rasta](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 [trade quarry] [Substituted by Notification No. F-19-10-99-XII-2, dated 30-05-2001.] 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 [trade quarry] [Substituted by Notification No. F-19-10-99-XII-2, dated 30-05-2001.] 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] [Substituted by Notification No. F-19-10-99-XII-2, dated 30-05-2001.] or royalty quarry granted before the commencement of these rules which is in force at the time of such commencement.(2)No [trade quarry] [Substituted by Notification No. F-19-10-99-XII-2, dated 30-05-2001.] or quarry lease shall be granted other than in accordance with the provisions of these rules.

5. Restrictions on the grant of [trade quarry] [Substituted by Notification No. F-19-10-99-XII-2, dated 30-05-2001.] or quarry lease.

(1)No quarry lease, or [trade quarry] [Substituted by Notification No. F-19-10-99-XII-2, dated 30-05-2001.] 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 [trade quarry] [Substituted by Notification No. F-19-10-99-XII-2, dated 30-05-2001.] 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 300 metres from sensitive areas like radio station, Doordarshan Kendra, airport, defence establishment etc. 100 metres from any bridge, national/state highway, railway line, public place or 10 metres from grameen kanchha rasta. [Substituted by Notification No. F-4-107-2000-XII-1, dated 24-11-2001.](d)except for the mineral sand or bajri, within a distance of 100 metres from river banks, nalas, canal, reservoir, dam, any natural water course or any water impounding structure.](e)which is not compact and contiguous.

Chapter III

Powers To Grant Quarry Leases And [Trade Quarry] [Substituted by Notification No. F-19-10-99-XII-2, dated 30-05-2001.]

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] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.]

No. Authority (1) (2)	Minerals (3)	Extent of powers (4)
1. State Government	i.	Minerals specified in serial number 1 to 3 of Schedule I.
	ii.	Minerals specified in serial number 5 of Schedule I.
2. Director	i.	Minerals specified in serial number 4 of Schedule I.
	ii.	Minerals specified in serial number 6 and 7 of Schedule 1.
3. Collector/Additional Collector (Senior IAS i. Scale)	i.	Minerals specified in serial number 4 of Schedule I.
	ii.	Minerals specified in serial number 5 of Schedule I.

i. Full powers.
Where the area applied for exceeds 4.00 hectares.
Where the area applied for exceeds 4.00 hectares.
Where the area applied for exceeds 4.00 hectares.
Where the area applied for exceeds 4.00 hectares.
Where the area applied for does not exceed 4.00 hectares.
Where the area applied for does not exceed 4.00

		hectares.
		Where the area applied for
iii.	Minerals specified in serial number 6 and 7 of Schedule I.	iii. does not exceed 4.00 hectares.
iv.	Mineral specified in serial number 2 of Schedule II, ordinary clay for making bricks and tiles in chimney kilns.	iv. Full powers.
v.	All Minerals specified in Schedule II except mineral specified in serial number 1, 3 and 4 within the area of Panchayat/Corporation/Municipality/Special areas and Nagar Panchayat.	v. Full powers.]

6A. [Quarry Lease and Prospecting Licence for the mineral specified in Schedule V. [Added by Notification dated 13.2.2018, published in M.P. Government Gazette dated 13.2.2018, Extraordinary, pages 216(5) to 216(11) (w.e.f. 23.3.1996).]

(1) Mineral concession of the minerals specified in Schedule V, excluding the cases specified in sub-rule (2), shall be allotted by auction as prescribed. (2) Disposal of cases of minerals specified in Schedule V, shall be made as follows, namely :- (a) Where before the date 12-1-2015, the reconnaissance Permit or Prospecting License being granted for these minerals has been executed, the permit holder or the licensee as the case may be, having obtained prospecting License, shall have a right for obtaining prospecting license for a quarry lease or quarry lease, in respect of that mineral in that land if the State Government is satisfied that the permit holder or the licensee, as the case may be, - (i) has undertaken reconnaissance operations or prospecting operations, as the case may be, to establish the existence of mineral in that land, under United Nation Framework Classification (UNFC) minimum category 334 in permit, or minimum category 332 in license; (ii) has not committed any breach of the terms and conditions of the then prevailing Mineral Concession Rules, 1960 or other applicable rules; (iii) has not become ineligible under the provisions of the Act, as major mineral before or on the date 12-1-2015; (iv) a Permit Holder or Licensee, as the case may be, - (a) whose, period of reconnaissance permit or prospecting license has been expired prior to the date 10-5-2014, but they have not submitted application of prospecting license or mining lease, as the case may be, by 10-5-2014 such permit holder or licensee shall be deemed to be ineligible for filing application; (b) has not failed to submit application of prospecting license or quarry lease, as the case may be, within the period of three months from the date of notification, whose reconnaissance permit or prospecting license period has expired after date 10-5-2014 till the date of publication of this notification; (c) who has submitted application for prospecting license or mining lease upto date of 9-2-2015; (d) applicant whose period of reconnaissance permit or prospecting license, as the case may be, has expired after the date of publication of notification and has not failed

to submit application within the period of three month.(e)After the compliance of conditions prescribed in letter of intent issued by the State Government for mining lease on date 12-1-2015 or prior to it, quarry lease shall be sanctioned till the date 31-7-2019. After this date, such all applications shall deem to be ineligible.(3)such applicant by whom the application for mining lease has been submitted under item (c) of sub-clause (iv) of clause (a) of sub-rule (2) and found eligible under sub-clause (i), (ii) and (iii) of clause (a) of sub-rule (2) the State Government shall issue letter of intent in favour to grant quarry lease. After compliance of conditions prescribed in Letter of Intent, the sanction order for the quarry lease shall be issued.(4)Application for quarry lease under item (b) or item (d) of sub-clause (iv) of clause (a) of sub-rule (2) shall be submitted in Form-I and if found eligible under sub-clause (i), (ii) and (iii) of clause (a) of sub-rule (2) the State Government shall issue letter of intent to grant quarry lease in favour of the applicant. After compliance of conditions prescribed in letter of Intent, the sanction order for the quarry lease shall be issued.(5)Such applicant, by whom the application for prospecting license has been submitted under item (c) of sub-clause (iv) of clause (a) of sub-rule (2) and if it is found eligible under sub-clause (i), (ii) and (iii) of clause (a) of sub-rule (2), the State Government shall issue sanction order for the prospecting licence.(6)The application for prospecting license under item (b) or (d) of subclause (4) of clause (a) of sub-rule (2) shall be submitted in Form-XX II (a) and if it is found eligible under sub-clause (i), (ii) and (iii) of clause (a) of sub-rule (2), the State Government, shall issue sanction order for the prospecting licence in favour of the applicant.(7)(a)For an applicant in whose favour prospecting licence was sanctioned prior to the date 12-1-2015, and the application of its renewal under the provisions of Mineral Concession Rules, 1960 has been submitted prior to the date of 10-2-2015. Scrutiny of the same shall be made under the provisions of the then prevailing Mineral Concession Rules, 1960. If the applicant is found eligible, then renewal of prospecting license shall be made for the period applied for renewal.(b)For those applicants the prospecting license was sanctioned in their favour prior to date 12-1-2015 and its period was continued prior or after the date of 10-2-2015. Such applicants may submit an application for its renewal in Form-XXTV within the period of three months from the date of notification.(c)Disposal of application of renewal of prospecting license so received shall be made within the period of three months from the date of application. If the disposal of application is not made within such a period, then license shall be deemed to be renewed for the period applied for renewal or for two years, whichever is less.(d)At the time of renewal, the State Government may reduce the area applied, for reason to be recorded and to be informed to the applicant or may cancel application.(8)The sanctioned prospecting license or quarry lease shall be subject to the conditions of these rules the Act and the rule made there under and the amendment made to them.]

7. [Power to grant trade quarry. [Substituted by Notification No. F-19-10-99-XXI-2, dated 30-5-2001.]

- [(1) The quarries of Minerals specified in serial number 1,3 and 4 of Schedule II shall be allotted only by auction.](2)The quarries mentioned in sub-rule (1) shall be auctioned [for two years.] [Substituted by Notification No. F-19-10-99-XXI-2, dated 30-5-2001.](3)The auction of quarries mentioned in sub-rule (1) shall be conducted in a transparent manner by the -[Collector/Additional Collector (Senior IAS Scale).] [Substituted by Notification No 19-29-20C4-XII-1, dated 13-1-2005.][Omitted.] [Omitted by Notification No 19-29-2004-XII-1, dated 13-1-2005.](4)The

power to sanction and control the quarries mentioned in sub-rule (1) shall vest with the [Collector/Additional Collector (Senior IAS Scale):] [Substituted by Notification No. F-19-10-99-XXI-2, dated 30-5-2001.][Provided that where the bid in an auction is less than the upset price filed by the Government, the Collector/Additional Collector, shall submit a proposal to the Government. The decision of the Government thereon shall be final and binding on the bidder.] [Substituted by Notification No 19-29-20C4-XII-1, dated 13-1-2005.]

8. [Procedure for demarcation and declaration of new quarries. [Substituted by Notification No 19-29-20C4-XII-1, dated 13-1-2005.]

- The new quarries in respect of minerals specified in serial number 1, 3 and 4 of Schedule II, shall be demarcated and declared by the Collector in consultation with concerning Panchavats/Corporations/Municipality/Special Areas or Nagar Panchayats, as the case may be :Provided that if consultation is not received within a period of 30 days by the concerning bodies, the Collector shall be at the liberty to demarcate and declare new quarries in respect of minerals specified above after making such enquiries, as lie may deem fit in Non Scheduled areas after the aforesaid period.]

Chapter IV

Grant of Quarry Lease in Respect if 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 Gov eminent; (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 in charge 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 minerals 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 1, an application fee of Rs. 5000/- (Rs. Five thousand) and Rs. 250/- (Rs. Two Hundred Fifty) in respect of a mineral specified in Schedule 11 : [Provided that the Quarry Lease of the minerals specified at Sr. No. 1, 2 and 3 of Schedule I shall be granted only after prospecting and application for grant or renewal of quarry lease shall be made only after depositing Rs. 5,000 (Rs. Five thousand) as application fee] [Inserted by Notification No. 19-1-2003-XII-2, dated 1-9-2005.] (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 maimer as prescribed in sub-rule (3) of Rule 10.] [Inserted by Notification No. 19-53-87-XII-2, dated 19-06-1997.]

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 Sabha] [Substituted by Notification No. 19-162-2000-XII-2, dated 20-03-2001.] 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 :] [Substituted by Notification No. 19-53-87- XII-2, dated 19-06-1997.]Provided that no quarry lease for new area shall be sanctioned without obtaining opinion of the respective [Gram Sabha.] [Substituted by Notification No. 19-162-2000-XII-2, dated 20-03-2001.](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 19-06-1997.](5)[Mineral concession to Minerals specified at Sr. No. 1, 2 and 3 of Schedule 1 may be granted as per the provisions of Granite Conservation And Development Rules, 1999 and Marble Conservation and Development Rules, 2002.] [Inserted by Notification No 19-01-2003-XII-2, dated 01-09-2005.]

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) A quarry lease for minerals specified in S. No. 1 of Schedule 1 shall be granted only to the Madhya Pradesh State Mining Corporation Limited (A Government of Madhya Pradesh Undertaking) for establishing cutting and polishing unit in the State by itself or as a Joint Venture. (2) Minerals specified at [S. No. 4 to 7] [Substituted/Inserted by Notification No. 19-1-2003-XII-2, dated 01-09-2005.] 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. (2) [(a) for mineral concession to the minerals specified in serial number 1, 2 and 3 of Schedule I, the following model forms are prescribed, namely :- (i) Form-XXII Application form for prospecting licence (ii) Form-XXIII Receipt of application for prospecting licence (iii) Form-XXIV Application for renewal of prospecting licence (iv) Form-XXV Register for application for prospecting licence (v) Form-XXVI Register of prospecting licence (vi) Form-XXVII Model form of prospecting licence (vii) Form-XXVIII Application form for quarry lease (viii) Form-XXIX Application form for renewal of quarry lease (ix) Form-XXX Model form for transfer of prospecting licence.] (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 (1) or (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 (1) and (2) :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 [.....] [Omitted by Notification No. F-19-10-99-XII-2, dated 30-5-2001.].

- The period for which a quarry lease [.....] [Omitted by Notification No. F-19-10-99-XII-2, dated 30-5-2001.] 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 [Omitted by Notification No. 19-01-2003-XII-2, dated 01-09-2005.]	.....Omitted			
2	.....Omitted			
3	.....Omitted.]			
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	Ten years with renewal clause.	

		clause.	
7	Bentonite/Fuller's earth	Five years with renewal clause.	Five years with renewal clause.
8	Clay for chimney Bhatta and tiles industry.	Ten years with renewal clause.	Ten years with renewal clause.
9	Ordinary Sand. Bajri.	Two years without renewal clause.	Two years without renewal clause.
10	Ordinary clay for making bricks, pots tiles etc. exceptchimney Bhatta.	two years without renewal clause.	Two years without renewal clause.
11.	Stone. Boulder, Road metal, Gitti. Dhoka, KJianda, Dressedstones, Rubble, Chips.	Three years without renewal clause.	Three years without renewal clause.
12.	Murum.	Two years without renewal clause.	Two years without renewal clause.
13.	Lime Kankar.	Two years without renewal clause.	Two years without renewal clause.
14.	Gravel.	Two years without renewal clause.	Two years without renewal clause.
15.	Lime shell.	Two years without renewal clause.	Two years without renewal clause.
16.	Rehmitti.	Two years without renewal clause.	Two years without renewal clause.
17	Slate when used for building material.		

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

3. [Period for minerals specified in Schedule v.- [Added by Notification dated 13.2.2018, published in M.P. Government Gazette dated 13.2.2018, Extraordinary, pages 216(5) to 216(11)]

(a)Renewal of Prospecting License. - Renewal of prospecting license sanctioned prior to the date of 10-2-2015, shall be made for the period of two years.(b)Quarry Lease. - The maximum period of quarry lease shall be 30 years. The Period of Mining lease of minerals specified in Schedule V granted and executed on the date 10-20-2015 or prior to it shall be deemed executed to 30 years or the renewed period or upto 31st March, 2025, whichever is later. After the expiry of this period , disposal of these quarry lease shall be made by auction, by the procedure as prescribed by the State Government.]

23. Restrictions on area of quarry lease.

- [(i) No lessee shall ordinarily hold in aggregate more than the area of Limestone (Minor Mineral), [* * *] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.] 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/Inserted by Notification No. 19-1-2003-XII-2, dated 01-09-2005.](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-1 and minerals specified in Schedule-II, in the same manner as specified in sub-rule (3) or 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 the 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.

26A. [Execution of agreement of Mineral Concession of mineral specified in Schedule V. [Added by Notification dated 13.2.2018, published in M.P. Government Gazette dated 13.2.2018, Extraordinary, pages 216(5) to 2016(11).]

(1)Agreement of renewal of prospecting license shall be executed in Form-XXVII within a period of three months from the date of sanction order. The period for execution of agreement may be extended by the State Government on the reasons to be recorded.(2)Agreement of quarry lease shall be executed in Form-VII, within a period of three month from the date of sanction order. The period for execution of agreement may be extended by the State Government on the reasons to be recorded.(3)Registration of agreement so executed, shall be made as per rules.]

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/-
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(b) Area exceeding 20 hectares	Rs. 50/-per hectare or part thereof.
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(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 all removed and/or consumed at the rate specified from time to time in Schedule 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 and marble] [Substituted by Notification No. 19-1-2003-XII-2, dated 1-9-2005.] 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.(8)[For the mineral specified in Schedule V, the rate of dead rent and royalty shall be the same as prevailed on date 10-2-2015 for these minerals as major mineral. Provisions of sub-rule (5) shall be applicable for amendment of the same.] [Substituted by Notification dated 13.2.2018, published in M.P. Government Gazette dated

13.2.2018, Extraordinary, pages 216(5) to 2016(11).]

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 [* * *] [Omitted by Notification No. 19-75-2000-XII-2, dated 21-05-2001.], 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 [Revenue receipt head prescribed in sub-rule (3) of Rule 10.] [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. 11 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)[.....] [Omitted by Notification No. F-4-107-2000-XII-1, dated 24-11-2001.](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 Sabha] [Substituted by Notification No. F-19-162-2000-XII-2, dated 20-3-2001.] 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 Sabha] [Substituted by Notification No. F-19-162-2000-XII-2, dated 20-3-2001.] 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 [officer authorised by the Gram Sabha] [Substituted by Notification No. F-19-162-2000-XII-2, dated 20-3-2001.]/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 Zila/Janpad/[Gram Sabha] [Substituted by Notification No. 19-162-2000-XII-2, dated 20-3-2001.] 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 emergency;(o)the manner in which rights of third parties may be protected (whether by way of payment of compensation or otherwise) in cases where any such party is pre-judicially 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 prospecting licensee/lessee, shall transfer or sub-let his prospecting licence/lease to any other person] [Substituted by Notification No. 19-1-2003-XII-2, dated 1-9-2005.] 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. 19-1-2003-XII-2, dated 1-9-2005.] 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 prospecting licence/lease at any time, if in the opinion of sanctioning authority the prospecting licensee/lessee has committed a breach of sub-rule (1).] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.](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:[Provided that where sanctioning authority has given consent for transfer of prospecting licence, a transfer deed in form XXX 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.] [Inserted by Notification No 19-1-2003-XII-2, dated 1-9-2005.][Chapter VI] [Substituted by Notification No F-19-10-99-XII-2. dated 30-5-2001.] Grant of Trade Quarries

36. Auction of quarries.

- [(1) The quarries of minerals specified in serial number 1, 3 and 4 of Schedule II shall be allotted only by auction.] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.](2)Notice of auction shall be published in Form XV atleast 15 days before the auction at the notice board or any conspicuous place by way of fixing the copy of such notice thereon in the office of the concerned Gram panchayat, Janpad Panchayat, Zila Panchayat, Development Block, Tahsil and Collectorate and the village where the quarries are situated.(3)Every bidder shall execute an agreement in form XVI before he/she participates in the auction

37. Execution and Registration of Contract Agreement.

(1)The Contract agreement in Form XVIII together with surety bond in Form XVII shall be executed by the successful bidder within a period of 30 days from the date of receipt of approval of the contract :Provided that where the State Government or the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] or any Officer

authorised by the State Government in this behalf is satisfied that the successful bidder is not responsible for the delay in the execution of the agreement, the Government or the [Collector/Additional Collector (Senior I.A.S, Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] or any officer authorised by the State Government as the case may be, may permit the execution of the formal agreement after expiry of the aforesaid period.(2)The contract agreement in Form XVIII relating to auction of trade quarry shall be registered in accordance with the provisions of the Indian Registration Act, 1908 (XVI of 1908).

38. Rates of royalty.

- The rates of royalty payable on minerals despatched from the auctioned quarry shall be as given in Schedule III of these rules.

39. Maintenance of Register of Trade Quarry.

- The register of quarries allotted by auction shall be maintained in form XXII by the [Collector/Additional Collector (Senior I.A.S. Scale).] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.]

40. Maintenance of accounts of income.

- The accounts of income obtained from the auction of trade quarries shall be maintained in Form XXIII by the authority mentioned in Rule 39.

41. Resumption of Possession.

(1)Where ail auction quarry is cancelled or determined or a decision is taken to resume possession of the quarry in the public interest or the period for which the auction quarry is granted has expired, the contractor shall hand over possession of the quarry to the [Collector/ Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] within a period of seven days from the date of cancellation or determination or decision to take back possession in the public interest is communicated or on the day following the date of expiry of the period of auction quarry, as the case may be.(2)Where the contractor fails to hand over possession of the auction quarry within the period specified in sub-rule (1), the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] or an Officer authorised by him shall serve or cause to be served a notice on the contractor either by post or by tendering or delivering the copy of it personally to the contractor or one of his/her family members or servants or by affixing it to a conspicuous part of the place of his/her residence or place of business or publishing it in at least one news paper having circulation in the locality where the contractor resides.(3)The notice under sub-rule (2) shall contain a statement that the contractor shall hand over possession of the auction quarry to the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] or an Officer authorised by him/her [under sub-rule (2)] [Substituted by Notification No. 19-29-2004-XII-1,

dated 13-1-2005.] within a period of seven days of the date of service of the notice.(4)Where a contractor fails to hand over possession of the auction quarry within the period specified in the notice under sub-rule (2), the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] or an Officer authorised by him/her [under sub-rule (2)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.], may take possession of the auction quarry from the contractor and for that purpose may use such force as may be considered necessary.(5)If on the expiry of the period of the contract, a contractor fails to hand over possession on the next day, the contractor shall abide by all the conditions of the agreement till possession is taken back]

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 any 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 workings 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 condition 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 [.....] [Omitted by Notification No. F-19-10-99-XII-2, dated 30-5-2001.] 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 backfilled 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 [.....] [Omitted by Notification No. F-19-10-99-XII-2, dated 30-5-2001.] 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 [.....] [Omitted by Notification No. F-19-10-99-XII-2, dated 30-5-2001.] 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 [Rule 44 to 50] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.] 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 Rules 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/[Trade quarry] [Substituted by Notification No. F-19-10-99-XII-2, dated 30-5-2001.] 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/[Trade quarry] [Substituted by Notification No. F-19-10-99-XII-2, dated 30-5-2001.] if the assessee contravene any of the provisions of sub-rules (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. [Substituted by Notification dated 18.5.2017, Published in M.P. Government Gazette dated 18.5.2017, Extraordinary.]

- Whenever any person is found extracting or transporting minerals or on whose behalf such extraction or transportation is being made otherwise then in accordance with these rules, shall be presumed to be a party to the illegal mining/transportation, then the Collector or any officer authorized by him not below the rank of Deputy Collector shall after giving an opportunity of being heard determines that such person has extracted/transported the minerals in contravention of the provisions of these rules, then he shall impose the penalty in the following manner, namely :-(a)on first time contravention, a penalty of minimum 30 times of the royalty of illegally extracted/transported minerals, shall be imposed but it shall not be less than ten thousand rupees.(b)on second time contravention a penalty of minimum 40 times of the royalty of illegally extracted/transported minerals, shall be imposed but it shall not be less than twenty thousand rupees.(c)on third time contravention, a penalty of minimum 50 times of the royalty of illegally extracted/transported minerals shall be imposed but it shall not be less than thirty thousand rupees.(d)on third time or subsequent contravention, a penalty of minimum 70 times of the royalty of illegally extracted/transported minerals, shall be imposed but it shall not be less than fifty thousand rupees.(2)Forfeiture of minerals in cases of illegal extraction and transportation. - In respect of the forfeiture/discharge of the mineral extracted/transported illegally the Collector or any other officer authorized by him not below the rank of the Deputy Collector shall take an appropriate decision. Provided that seized minerals shall not be discharged till the penalty imposed as above is not paid. In case of forfeiture', the seized mineral shall be disposed of through a transparent auction/ tender procedure as prescribed by the State Government,(3)Forfeiture/Discharge of the seized tools, machines and vehicles etc. and disposal of forfeited material through Auction/Tender. - (a) In case of illegal extraction, the Collector or any other officer not below the rank of a Deputy Collector, authorized by him shall take an appropriate decision in respect of forfeiture/discharge of tools, machines and vehicles used. Provided that the tools, machines, vehicles and other material so seized shall not be discharged till the penalty imposed as above is not paid. In case of forfeiture, the seized materials shall be disposed of through a transparent auction/tender procedure as prescribed by the State Government.(b)In respect of Forfeiture/Discharge of vehicle carrying mineral

extracted/transported without any transit pass the Collector or any other officer not below the rank of Deputy Collector authorised by him shall take an appropriate decision. Provided that tools, machines, vehicles and other materials shall not be discharged till the penalty imposed as above is not paid. In case of forfeiture the seized material shall be disposed off through a transparent auction/tender procedure as prescribed by the State Government: Provided that the vehicle carrying minerals in excess as mentioned in transit pass, shall not be forfeited on doing so for first three times but the vehicle shall only be discharged on payment of penalty as imposed above. On repetition for the fourth time vehicle shall be liable to be forfeited. (4) Action and compounding cases of un-authorized extraction/transportation. - Whenever any person is found involved extracting/transporting of the minerals in contravention of provisions of these rules, the Collector/ Additional Collector/Deputy Collector /Chief Executive Officer of Zilla Panchayat/Chief Executive Officer of Janpad Panchayat/Deputy Director (Mineral Administration)/Officer in charge (Mining section)/Assistant Mining Officer/Mining Inspector/officer in charge (Flying Squad)/Sub Divisional Officer (Revenue)/Tehsildar/Naib Tehsildar and any other officer not below the rank of Class-III executive authorized by the Collector from time to time shall proceed to act in the following manner:-(a) to initiate case of unauthorized extraction/transportation by preparing Panchnama on spot; (b) to collect necessary evidences (including video-graphy) relevant to un-authorized extraction/transportation; (c) to seize all tools, devices, vehicles and other materials used in excavation of miner mineral in such contravention and to handover all material so seized to the persons or lessee or any other person from whose possession, such material was seized on executing an undertaking up to the satisfaction of the officer seizing such material, to this effect that he shall forthwith produce such material as and when may be required to do so : Provided that where the report is submitted under sub-rule (3) above to the Collector or any other officer not below the rank of a Deputy Collector authorized by him, the seized property shall only be discharged by the order of the Collector or the officer authorized by him. (d) officer as mentioned above shall inform the Collector or any other officer not below the rank of Deputy Collector, authorised by him about the incident within 48 hours of coming in to notice of the same. (e) officers as mentioned above shall make a request in writing to the concerning police station/seeking police assistance, if necessary and police officer shall provide such assistance as may be necessary to prevent unlawful excavation/transportation of the mineral. (5) Rights and powers of the investigating officer. - During the investigation of the cases of illegal extraction/transportation of the minerals, in contravention of these rules, the investigation officer shall have the following rights and powers, namely :-(a) to call for person concerned to record statements; (b) to seize record and other material related to the case; (c) to enter into place concerned and to inspect the same; (d) all powers as are vested in an in-charge of a police station while investigation any cognizable offence under Code of Criminal Procedure; and (e) all other powers as are vested under Code of Civil Procedure to compel any person to appear or to be examined on oath or to produce any document. (6) Submitting application by illegal extractor/transporter to compound and its disposal. - Before initiating or during the operation of the case, if the extractor/transporter is agree to compound the case, he shall have to submit an application of his intention to do so before the Collector/Additional Collector/Deputy Collector/Sub Divisional Officer (Revenue)/Deputy Director (Mineral Administration)/Mining Officer/Officer-in-charge (Mining section)/Assistant Mining Officer/Officer in charge (Flying Squad) and he shall proceed to compound in the case. Provided that to avail the benefit of compounding the violator shall have to deposit the amount as determined here under as fine,

namely :- (a) For the first time violation 25 time of royalty of unlawfully excavated/transported minerals or rupees 10,000/- (Ten Thousand) whichever is more. (b) For the Second time violation 35 time of royalty of unlawfully excavated/transported minerals or rupees 20,000/- (Twenty thousand) whichever is more. (c) For the third time violation 45 time of royalty of unlawfully excavated/transported minerals or rupees 30,000/- (Thirty Thousand) whichever is more, and (d) for the fourth time or subsequent violation minimum 65 time of royalty of unlawfully extracted/transported. Provided that it should not be less than rupees 50,000/- (Fifty thousand). On being compounded, the seized mineral, tools machinery/ and other materials shall be discharged. (7) Action against contravention of conditions of extract trade quarry/quarry lease/permit or the provisions of this rule. - If during the enquiry of any illegal extraction/transportation a fact comes into the knowledge that any lease holder/contractor/permit holder, in order to evade the royalty from any sanctioned quarry lease/trade quarry/permit, area is involved in dispatching/selling of minerals in excess quantity by showing less quantity of minerals in transit pass/defective transit permit/blank transit permit, then the Collector of the concerned district may suspend the quarrying operation in such quarry lease/trade quarry permit by issuing show cause notice for violating the conditions of the agreement and after providing an opportunity of being heard may cancel the such lease/ trade quarry/permit. The additional royalty may be recovered after making the assessment of the quantity dispatched or sold in order to evade the royalty : Provided that during the inspection if it is found that illegal minerals transporter by securing the transit pass from the lease holder in order to evade the royalty has made overwriting or tempered the pass then the officer of the minerals department/Mineral Inspector may registered a case against the person concerned.]

Chapter XI

Minor Mineral Offences Prevention Award

54. Awards.

(1) Any officer of Directorate, Geology and Mining, Madhya Pradesh 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 Madhya Pradesh 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. 19-29-2004-XII-1, dated 13-1-2005.]

- (i) All revenue including dead rent, royalty, surface rent, interest and any other penalties for the quarries of minor minerals shall be deposited under the revenue receipt head prescribed in sub-rule (3) of Rule 10.(ii)The entire revenue deposited under sub-rule (1) shall be made available for local development by the Panchayat and Social Justice Department after obtaining budget from the Finance Department. The unit for distribution of such revenue shall be the district and for distribution, a District Distribution Committee shall be constituted under the Chairmanship of the Minister Incharge of the district. Members of the Parliament and the Legislative Assembly of the concerned district and the President of the District Panchayat shall be the members of this committee. The District Collector shall be the Secretary of this committee. The District Distribution Committee shall distribute the entire revenue of minor minerals received from the Government for the financial year between the concerning Gram Panchayats and the Janpad Panchayats.(iii)(a)the revenue receipt upto 3 lakh rupees shall be disbursed to the concerning Gram Panchayat. The concerning Gram Panchayat shall deposit 60% of the amount received in the Gram Kosh of the concerned village, in which the quarry is situated.(b)Janpad Panchayat shall be a unit at the district level for distribution of revenue. After distributing the revenue upto 3 lakh rupees of Gram Panchayat concerned, the balance amount, if any, shall be deemed to be the income of the concerned Janpad Panchayat. The revenue upto one crore rupees shall be allotted to concerning Janpad Panchayat in a financial year. After allotment to the concerned Gram Panchayat, the balance amount, if any, shall be distributed equally among the other Janpad Panchayats of the district and this distribution shall include that Janpad Panchayat also, to whom one crore rupees has been allotted.(c)after distribution of one crore rupees to each Janpad Panchayat, the balance amount, if any shall be distributed by the District Distribution Committee after pooling this amount and shall accord approval of allotment of the said amount for the development works for providing basic facilities in the district.(d)the Janpad Panchayat shall use allotted amount only for infrastructural development within their jurisdiction.(e)the income received from the auction and permits of quarries situated within the Corporation, Municipalities, Special areas and Nagar Panchayats shall be allotted to respective body, as the case may be, for their works.(f)the overall control on the

amount to be distributed as above to the Janpad Panchayat and Gram Panchayats shall be of the Panchayat and Social Justice Department.(g)the details of revenue received from the Panchayats/Corporations/Municipalities/Special areas/Nagar Panchayats shall be maintained by the Collector.]

Chapter XIII

Appeal, Review And Revision

57. Appeal, Review and Revision.

- [(1)] [Omitted by Notification. No. 19-29-2004-XII-1, dated 13-1-2005.](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 or deemed to have been passed under these rules] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.] to the Director.(3)Where any power is exercisable by the Director under these rules, in relation to any matter an appeal shall lie from [every order passed or deemed to have been passed under these rules] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.] to the State Government.(4)[Any person aggrieved by any order passed or deemed to have been passed by the State Government, in exercise of the powers conferred under these rules, may, within sixty days of the date of communication of the order to him, apply to the State Government for review of the order.] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.](5)The State Government may at its own motion review any order passed by itself and pass such order in reference thereto as it thinks fit.

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 under this rule shall be passed against any person interested unless he has been given an opportunity to represent his case.(2)Notwithstanding whenever under sub-rule (1), a review on any matter is pending with the State Government, no authority subordinate to it shall take any action in the matter.

59. Limitation of Appeal, Review or Revision.

- No appeal revision or review under these rules shall be entertained after sixty days of the date of communication of the order :Provided that any such appeal, revision or review may be entertained by an appellate or review authority after the said period, if the appellant satisfies him that he has sufficient cause for not making the application within time.

60. Application for Appeal, Revision or Review.

(1)An application shall be made in triplicate in form XXI. The application for appeal revision or review 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

102-C - Mineral Concession fees, rent and royalties

800 - Other receipts

002 - Receipts from minor minerals including fines and forfeitures'

(2)The application for appeal or review or revision shall be affixed with a court fee stamp of the value of Rs. 5.00 (Rupees Five).(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, revision or review to be sent to impleaded parties.

- On receipt of the application and the copies thereof the Appellate or Reviewing 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 review/revision/appeal application.

62. Order on appeal, revision or review application.

- Where an application for appeal, revision or review is made under these rules the authority may confirm, modify or set aside the order or pass such other order in relation thereto as it may deem just and proper.

63. Grant of stay.

- The appellate or reviewing authority may at any time direct that the execution of the order appealed from or against which a review is pending be stayed for such time as it may deem fit :Provided that no stay for the recovery or 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.

64. Opportunity for being heard.

- No order under rule 62 shall be passed against any person interested unless he has been given an opportunity to represent his case.

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/[trade quarry] [Substituted by Notification No. F-19-10-99-XII-2, dated 30-5-2001.] 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/[trade quarry] [Substituted by Notification No. F-19-10-99-XII-2, dated 30-5-2001.] on the terms and conditions other than those prescribed in these rules.

67. Handling over possession of quarry.

(1)Where quarry lease/ [trade quarry] [Substituted by Notification No. F-19-10-99-XII-2, dated 30-5-2001.] 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-XII-2, dated 19-6-1997.]

(1)(i)The concerning [Collector/Additional Collector] 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)[* * *] [Omitted by Notification No. 19-53-87-XII-2, dated 24-06-2002.](2)[Such permission shall not exceed the quantity of minerals required for construction work and the period shall not exceed the period of construction work.] [Substituted by Notification No. 19-53-87-XII-2, dated 24-06-2002.](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 [Construction work] [Substituted by Notification No. 19-53-87-XII-2, dated 24-06-2002.] 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.](5)[***] [Omitted '(5)' by Notification dated 18.5.2017, Published in M.P. Government Gazette dated 18.5.2017, Extraordinary.]

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.

Schedule 1

(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. Slate 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 Notification No. 19-75-2000-XII-2, dated 5-8-2005.](See Rule 29) Rates of Royalty

S.No.	Mineral	Rates
(1)	(2)	(3)
1	Dimensional Stone-Granite, Dolomite and other Igneous and Metamorphic rocks which are used for cutting and polishing purpose for making blocks, slabs, tiles of specific dimensions-	
	(a) Black colour	Rs. 1500/- per cu.mt.
	(b) Other colour	Rs. 800/- per cu.mt.
2	(a) Marble, which is used for cutting and polishing for purpose making blocks, slabs, tiles of specific dimensions.	Rs. 700/- per cu.mt.
	(b) Marble stone for other purposes	Rs. 200/- per cu.mt.
3	Flagstone-natural sedimentary rock which is used for flooring, roof top etc.	
	(a) Black colour	Rs. 200/- per cu.mt.
	(b) Other colour	Rs. 150/- per cu.mt.
4	Ordinary sand, bajri	Rs. 33/- per cu.mt.
5	Murum	

		Rs. 17/- per cu.mt.
6	Stone :-	
	(a) Boulder	Rs. 221- per cu.mt.
	(b) Gitti, road metal	Rs. 28/- per cu.mt.
	(c) Dressed stone, Khanda, Dhoka	Rs. 44/- per cu.mt.
7	Other Minor Minerals	Rs. 17/-per cu.mt.]

[Schedule - IV] [Substituted by Notification No. 19-75-2000-XII-2, dated 5-8-2005.](See Rule 29) Rates of Dead Rent in Rupees Per Hectare Per Annum

S.No.	Category of Mineral	1st year of the quarry lease	2nd year to 3rd year of the quarry lease	4th year of the quarry lease and onward
(1)	(2)	(3)	(4)	(5)
1	Dimensional stone-Granite, Dolomite and other Igneous and Metamorphic rocks which are used for cutting and polishing purpose for making blocks, slabs, tiles of specific dimensions.	Nil	15,000	20,000
2	Marble which is used for cutting & polishing purposes for making blocks, slabs, tiles of specific dimensions and Marble for other purposes.	Nil	15,000	20,000
3	Limestone which is used in kilns for manufacture of lime used as building material.	Nil	10,000	15,000
4	Flag stone natural Sedimentary rock, which is used for flooring, roof top etc.	Nil	10,000	15,000
5	Stone for crusher	Nil	10,000	15,000
6	Ordinary sand, bajri	Nil	10,000	15,000
7	Murum	Nil	5,000	7,000
8	Stone for building purpose & other Minor minerals.	Nil	5,000	7,000

Note. - In case of renewal of quarry lease the rates of dead rent applicable shall be as per column (5) above.][Schedule V] [Added by Notification dated 13.2.2018, published in M.P. Government Gazette dated 13.2.2018, Extraordinary, pages 216(5) to 216(11).](See Rule 6-A)

S. No. Mineral

- | | |
|-----|-------|
| (1) | (2) |
| 1. | Agate |

2. Ball Clay
3. Barytes
4. Calcareous Sand
5. Calcite
6. Chalk
7. China Clay
8. Other Clay
9. Corundum
10. Diaspore
11. Dolomite
12. Dunite or Pyroxenite
13. Felsite
14. Feldspar
15. Fireclay
16. Fuschite Quartzite
17. Gypsum
18. Jasper
19. Kaolin
20. Laterite
21. Limekankar
22. Mica
23. Ochre
24. Pyrophyllite
25. Quartz
26. Quartzite
27. Sand (Other)
28. Shale
29. Silica Sand
30. Slate
31. Steatite or Tale or Soapstone.

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 are 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/in-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)Kliasra Panchsala.

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

(i)already held by me/us in my/our name/names (and jointly with others) under 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 cart track. (iii) wells, (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 3**

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 Designation N.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 Date..... Office of issue..... 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 rent	Dead rent	Royalty	Others		
(1)	(2)	(3)	(4)	(5)	(6) (7) (8) (9)

Amount paid during the period in rupees

Surface Rent Dead Rent Royalty Others Total

(1) (2) (3) (4) (5)

Balance Dues :-1.2.3.

1. In case there has been no assessment in any year, it must be stated clearly with reasons 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 Office Form III [See Rule 14 (2)] Receipt of Application for Quarry Lease or Renewal S. 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 of the receiving officer with seal of Office. Place Date 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 of

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 Madhya Pradesh (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 andWhereas Shri.....son of Shri.....resident of..... in the tehsil.....or the district (hereinafter called the lessee) has at his own request been granted quarry lease 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 Madhya Pradesh 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 Madhya Pradesh 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 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 tramways, roads**

and other ways 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, construct 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. [.....] [Omitted by Notification No. F-4-107-2000-XII-1, dated 24-11-2001.]

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 railways 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 [* * *] [Omitted by Notification No. 19-75-2000-XII-2, dated 21-05-2001.], 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 111 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 persents 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 preemption. - (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 direct 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 obligations. - (A) The lessee/lessees shall pay a wage not less than the minimum wage prescribed by the Central Government or State Government from time to time under Minimum Wages Act, 1948;

(B)The lessee/lessees shall comply with provisions of the Mines Act, 1952 and the rules made 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 in 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 docs/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 of 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)..... Lessee

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/Contractor] [Substituted by Notification No. 19-10-99-XII-2, dated 30-5-2001.]

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/[trade quarry] [Substituted by Notification No. 19-10-99-IX-2, dated 30-5-2001.]holder	.....
Name of Mineral	.....
Name of Quarry and village	.....
Area of Quarry	.....
Period of quarry lease/[trade quarry]	.....
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 ensuing 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**

DatePlace

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

- 15. Remarks**

Place.....Date.....Signature of the lesseeor
his authorised personForm 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.....Date.....Signature of the lessee 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

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

13. Explosives and machinery used (Give specific details)

Place : Date : Signature of lessee or his 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 athereinafter 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 Madhya Pradesh 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 Madhya Pradesh 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 byAndOn 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] [Substituted by Notification No. 19-10-99-XII-2, dated 30-5-2001.][See Rule 36 (2)]Notice of AuctionIt is published for general information that the trade quarry situated in district.....block.....of Madhya Pradesh as specified in the Schedule below for exploitation by the contractor will be allotted by public auction at (place).....on (dated).....at.....(time) for the period ending 31st March from the date of taking over possession of the quarry.

2. The terms and conditions for auction and other information can be obtained from the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] during

office hours on any working day.

3. If all the quarries specified in the Schedule cannot be auctioned on the specified date, the remaining quarries shall be auctioned on the next working day.

4. Persons who are in arrears of Government dues regarding quarries or mines shall not be allowed to take part in the auction.

5. Before bidding every intending bidder should satisfy himself/herself fully regarding the position of the quarry, availability and quality of the mineral (s) being auctioned in the quarry, access roads, etc. After the auctions has been completed no complaints in this regard shall be entertained.

6. Before bidding, the bidder will have to sign an agreement in Form XVI accepting all the conditions laid down for the auction of quarries.

Only those who are personally present can take part in the auction. No offer made otherwise or after the auction is over shall be considered. No person can bid on behalf of another person unless he/she produces a power of attorney duly executed. In the absence of such authority the responsibility for bidding will be that of the bidder himself/herself.

7. Before bidding, the bidder will have to furnish a solvency certificate and deposit 5 percent of the upset price as earnest money.

The bidder shall be entitled to offer bids limited to the amount of solvency furnished. In case no solvency certificate is produced, he/she shall be entitled to bid up to four times the amount deposited by him/her as earnest money. The bidder shall be required to deposit more earnest money, in case he/she desires to bid more than four times the amount deposited by him/her.

8. The earnest money deposited shall be refunded to all the bidders except the final bidder or the person whose bid is likely to be accepted. The final bidder will have to deposit at the auction site 25 per cent of the final bid as security deposit immediately on the bid being knocked down in his/her favour for observance of the terms and conditions laid down in the agreement. This shall be refundable only after the expiry of the period of contract on satisfaction of the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] that all rules and/or conditions of the agreement have been satisfactorily

filled by the contractor.

In case the bidder fails to deposit the security deposit immediately after the bid is knocked down in his/her favour, the earnest money deposited by him/her shall be forfeited and the quarry shall be re-auctioned.

9. The State Government/[Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] may or may not accept the highest bid without assigning any reasons therefor.

10. The successful bidder will have to execute the agreement in Form XVIII within thirty days from the date of receipt of intimation accepting his/her bid and to take possession of the quarry, failing which the earnest money and the security deposit deposited by him/her shall be forfeited by the concerned Janpad Panchayat and the quarry shall be re-auctioned.

11. The contract money shall be paid in instalments as follows:-

(i) If the contract money is not more than Rs. 5000/- per annum, the full amount shall be deposited in one instalment before execution of the agreement. (ii) If the contract money exceeds Rs. 5000/- but does not exceed Rs. 10000/- per annum, it may be paid in two equal instalments. The first instalment shall be deposited before the execution of the agreement. (iii) If the contract money exceeds Rs. 10,000/- per annum but does not exceed Rs. 30,000/-, it shall be deposited in three equal instalments. The first instalment shall be deposited before execution of the agreement. (iv) If the contract money exceeds Rs. 30,000/- per annum, it shall be deposited in four equal instalments. The first instalment shall be deposited before execution of the agreement.

12. The successful bidder shall furnish security in Form XVII for the balance amount of the accepted bid.

13. In case the contract money or any other amount payable is not deposited by the contractor within a period of three months, the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] may cancel the contract and take back possession of the quarry or may forfeit the security amount or part thereof . In such case the amount so forfeited shall have to be deposited by the contractor within 15 days. In case the contract is cancelled and quarry is re-auctioned, any loss incurred on re-auction shall be recovered from the contractor as an arrear of land revenue :

Provided that before doing so, the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] shall issue a show cause notice to the contractor to deposit the due amount within thirty days.

14. If the sale of extracted material from a quarry is stayed by an order issued under the provisions of any Act or rule of the Central or State Government, the State Government/[Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] shall not be responsible for any loss incurred on this account.

15. Whenever the rate of royalty is revised, the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] shall have the right to modify accordingly the amount of auction money and the quantity of mineral to be removed from the quarry.

16. The contractor will abide by all orders issued from time to time by the State Government regarding the quarry.

17. If any dispute arises regarding the quarry contract, the decision of the State Government/[Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] shall be final.

18. The contractor shall affix stamps on the agreement and on the security bond as per Indian Stamp Act, 1899.

Schedule 6

S.No	Gram Panchayat	Block	Tahsil	P
Name of the Village/Quarry	Khasara No.	Area	Mineral	o
(1)	(2)	(3)	(4)	(5)

[Collector/AdditionalCollector
(SeniorI.A.S.Scale)].....District.....MadhyaPradesh]

[Form XVI] [Substituted by Notification No. 19-10-99-XII-2, dated 30-5-2001.][See Rule 36
(3)]Agreement to BidThe indenture is made on this the..... day of..... month, two

thousand and.....between the Governor of Madhya Pradesh acting throughout the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.].....,which expression shall where the context so admits include his/her successor in office, of the one part, and Shri/Smt./Ku.....son/wife/daughter of Shri/Smt..... resident of..... Tahsil.....District.....hereinafter called the bidder, which expression shall where the context so admits include his/her heirs, executors, administrators, representative and permitted assigns of the other part.

2. Whereas the bidder has read the conditions laid down in Form XV regarding auction of quarries etc. or understood before taking part in the auction of..... quarry and admits that he/she shall not be entitled to express ignorance of any of the said conditions.

3. The bidder hereby agrees that-

(1)Before bidding in the auction, he/she shall furnish a solvency certificate and deposit 5 per cent of the upset price.(2)The bidder shall be entitled to offer bids limited to the amount of solvency furnished. In case No solvency certificate is produced, he/she shall be entitled to bid up to four times the amount deposited by him/her as earnest money. The bidder shall be required to deposit more earnest money, in case he/she desires to bid more than four times the amount deposited by him/her.(3)Before bidding, tire bidder shall satisfy himself regarding all relevant aspects of the quarry. No complaints will be entertained after finalisation of the bid.(4)(a)The earnest money deposited shall be refunded to all the bidders except the final bidder or the person whose bid is likely to be accepted. The final bidder shall deposit at the auction site 25 per cent of the final bid as security deposit immediately on the bid being knocked down in his/her favour for observance of the terms and conditions laid down in the Contract agreement for the Trade quarry. This shall be refundable only after the expiry of the period of contract on satisfaction of the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] that all rules and/or conditions of the agreement have been satisfactorily fulfilled by the contractor.(b)In case the bidder fails to deposit the security deposit immediately after the bid is knocked down in his/her favour, the earnest money deposited by him/her shall be forfeited and the quarry shall be re-auctioned and the loss if any, incurred on re-auction shall be recovered from him/her as an arrear of land revenue.(5)The State Government/ [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] is not bound to accept the highest bid. Further, the State Government/ [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] is free to accept or not to accept the highest bid without assigning any reasons thereof.(6)The successful bidder will have to execute the agreement in Form XVIII within thirty days from the date of receipt of intimation accepting his bid and to take possession of the quarry, failing which the earnest money and the security deposit deposited by him/her shall be forfeited by the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] and the quarry shall be re-auctioned. Any loss incurred on re-auction shall be recovered from

him/her as an arrear of land revenue.(7)The contract money shall be paid in instalments as follows :- (i)If the contract money is not more than Rs. 5000/- per annum, the full amount shall be deposited in one instalment before execution of the agreement.(ii)If the contract money exceeds Rs. 5000/- but does not exceed Rs. 10000/- per annum, it may be paid in two equal instalments. The first instalment shall be deposited before the execution of the agreement.(iii)If the contract money exceeds Rs. 10,000/- per annum but does not exceed Rs. 30,000/-, it shall be deposited in three equal instalments. The first instalment shall be deposited before execution of the agreement.(iv)If the contract money exceeds Rs. 30,000/- per annum, it shall be deposited in four equal instalments. The first instalment shall be deposited before execution of the agreement.(8)The successful bidder shall furnish security in Form XVII for the balance amount of the accepted bid.(9)In case the contract money or any other amount payable is not deposited by the contractor within a period of three months, the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.], may cancel the contract and take back possession or the quarry or may forfeit the security amount or part thereof. In such case the amount so forfeited shall have to be deposited by the contractor within 15 days. In case the contract is cancelled and the quarry is re-auctioned, any loss incurred on re-auction shall be recovered from the contractor as an arrear of land revenue :Provided that before doing so, the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] shall issue a show case notice to the contractor to deposit the due amount within thirty days.(10)If the sale of extracted material from a quarry is stayed by an order issued under the provisions of any Act or rule of the Central or State Government, the State Government/ [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] shall not be responsible for any loss incurred on this account.(11)Whenever the rate of royalty is revised, the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] shall have the right to modify accordingly the amount of auction money and the quantify of mineral to be removed from the quarry.(12)The contractor shall abide by all orders issued from time to time by the State Government regarding the quarry.(13)If a dispute arising out of and/or in connection with and/or in relating to this contract, the decision of the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] shall be final:Provided that an appeal against any order passed shall lie to the authority and in the manner prescribed under [these rules.] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.](14)The contractor shall affix stamps on the agreement and on the security bond as per the Indian Stamp Act, 1899.(15)The period of contract shall be from the date of possession to the 31st March. 200..... If there is any delay in giving possession of the quarry by the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.], the previous contractor may continue to work the quarry with the permission of the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] for the intervening period. The new contract shall start from the date of possession of the quarry. The contract amount shall be reduced proportionately for the period of delay.

Name, address and
signature of the
witnesses.1.2.1.2.

Name and signature of [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.](and his seal).Name, address and Signature of the bidder.]

[Form XVII] [Substituted by Notification No. 19-10-99-XII-2, dated 30-5-2001.][See Rule 37 (1)] Surety Bond Stamp duty as specified against Item 57 of Such. I. A. of Indian Stamp Act, 1899. Know all men by these presents, that I.....son/wife/daughter of Shri/Smt..... resident.....of..... tahsil. district.....(hereinafter called the surety) am held and firmly bound to the Governor of Madhya Pradesh acting through the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.]..... (hereinafter called the Governor) for the sum of Rs..... only, to be paid to the Governor, his/her successors or assignees or his/her attorney or the officer authorised by the Governor in this behalf, for which payment is to be made, I hereby bind myself, my heirs, executors, administrators and representatives, firmly by the these presents; As witness I have set my hand, this the.....day of.....two thousand and.....Whereas Shri/Smt./Ku..... son/wife/daughter of Shri/Smt.....resident of.....tahsil..... district (hereinafter called the contractor) has at his/her own request been granted a trade quarry for.....(mineral) over an area of hectares in village.....tahsil..... district..... for a period of. vide order No..... dated....., And whereas the contractor has agreed to execute the agreement as prescribed, with the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.]. And whereas by virtue of the agreement to be executed between the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] (lessor) and the contractor, the said lessee is required to pay regularly and timely the contract money and any other dues arising out of the contract. And whereas the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.].....has asked Shri/Smt./Ku.....son/wife/daughter of.....to furnish surety of Rs (rupees.....only) I,stand as surety for him/her to the extent of 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 is free from all encumbrances :-Details of the property.....Value; And the conditions of the Bond such that if the contractor dies or become insolvent or at any time ceases to pay the contract money or any other dues arising out of the said contract, any such dues on this account under this contract shall immediately become due and payable to the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] and the same shall 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 shall not sell, mortgage, gift or transfer in any other manner and shall not act in any way to dispose of the above property till this bond is in force. In witness whereof the said has signed hereinto on the day of.....two thousand and.....Signature with hill name, address and occupation of the witness Name, address and signature of the surety.

1.

2.

Verified and found correct has signed this Bond today in my presence Executive Magistrate [Form XVIII] [Substituted by Notification No. 19-10-99-XII-2, dated 30-5-2001.] [See Rule 37 (1)] Contract Agreement for Trade Quarry This indenture made this the day of two thousand and between the Governor of Madhya Pradesh acting through the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] District (hereinafter referred to as the Governor) which expression shall include his/her successors in office on the one part and Shri/Smt./Ku Son/wife/daughter of resident of tahsil district (hereinafter called the contractor which expression shall where the context so admits include his/her heirs, executors, administrators, representatives and permitted assigns) on the other. part for trade quarry for a period of from to

1. Whereas the contractor in accordance with the conditions of the contract has agreed to pay the contract money Rs. annually, which amount shall hereinafter be called the contract money and has paid Rs. as earnest money and Rs. as security deposit i.e. 5 per cent and 25 per cent of the said contract money respectively, which amount shall be kept in deposit for observance of the terms and conditions of the contract and shall be liable for forfeiture, in the event of any kind of breach of the contract agreement, and

Whereas the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] has sanctioned him/her a contract for the trade quarry the plan of which is annexed, the area of which is hectare and the details of which are given in the enclosed Schedule 'A' which shall henceforth be called the 'Quarry'.

2. Now this indenture witnesseth that in consideration of the royalties, rents and other payments and in consideration of and subject to the conditions, covenants and agreement, the contractor shall have the liberty to enter, occupy and use the area- grated for quarrying purposes and to carry away and sell the mineral or its products subject to die condition that the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] shall at all times throughout the term of the contract have the right of pre-emption at the prevailing fair market price the products (of the quarry) lying within the quarry or elsewhere under the control of the contractor.

3. The contractor shall occupy and take possession of the land hereby demised to him/her in pursuance of this agreement from the period commencing from to.....

4. It is hereby agreed that the boundaries of the area hereby demised shall run vertically downward to the centre of the earth.

5.

(1)The contractor shall pay the sum of Rs.....in instalments on or before the date shown below :-

SI.No.	Instalmentnumber	Amount of instament(in rupees)	Date of depositing theinstalment
(1)	(2)	(3)	(4)

1.2.3.

[Provided that the contractor shall deposit contract money and other amounts relating to the trade quarry under the revenue receipt head prescribed in sub-rule (3) of Rule 10 :] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] Provided further that if the contractor fails to deposit the instalments on the due dates he/she shall be bound to pay the fixed instalment/instalments along with interest at the rate of 24 per cent per annum(2)The contractor shall extract and carry away.....cubic meters of.....mineral every year in lieu of the auction amount :Provided that if the contractor extracts or carries away any quantity exceeding the prescribed quantity, he/she shall be liable to pay royalty at the prevalent rate for such excess quantity extracted or carried away.(3)In case the contractor extracts the quantity mentioned in para (2) above before the expiry of the year, then notwithstanding anything contained in para (1) above he/she shall be liable to pay all the remaining instalments within 30 days of such extraction and shall thereafter pay royalty on all minerals extracted during a month before the 10th of the ensuing month :Provided that if the contractor fails to make payment of the amount on the due date, then he/she shall be liable to pay the due amount/amounts along with interest at the rate of 24 per cent per annum.

6. If during the currency of the contract the rates of royalty are revised then the contract money shall also be revised proportionately. In that case royalty at the revised rate shall be paid by the contractor for every additional extraction done by him/her as mentioned in condition 5(2) above.

7. [The contract money and other amounts (excluding the earnest money and security deposit) relating to trade quarry shall be deposited by the contractor under the receipt head prescribed in the sub-rule (3) of Rule 10.] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.]

8. In the event of the contract amount and other dues which are payable under the terms of this agreement remain unpaid for more than two months from the due dates then the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] or any officer authorised by him/her shall be empowered to enter upon the premises and to seize and carry away mineral and/or its product and/or the movable property in the quarry.

9. If any contract amount or any other dues under this agreement remains unpaid by the contractor for more than 3 months, then the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] may either cancel the contract and enter upon the land and take possession of the quarry and all the quarry products or forfeit the whole or a part of the security deposit in which case the contractor shall deposit the forfeited amount of the security deposit within 15 days. If the quarry is reauctioned as a result of cancellation of the contract, the loss, if any, shall be recovered from the contractor as an arrear of land revenue :

Provided that before doing so the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] shall issue a notice to the contractor to deposit the due amount within thirty days.

10. The contractor shall be entitled to erect such temporary buildings etc. in the quarry as may be required for bonafide quarrying purposes and to remove the same before the expiry of the contract. In the event of not doing so, any such building etc. standing on the quarry land after the expiry of the contract shall be the property of the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] and that the contractor shall have no right to claim compensation thereof if the installed structure is not removed by the contractor within the contract period.

11. The contractor shall at his/her own expense erect and at all time maintain and keep in repair boundary marks and pillars along the boundaries of the demised lands.

12. The contractor shall not assign or sublet the land or any part thereof or transfer the rights/privileges granted under contract.

13. The contractor shall be responsible for maintaining tire proper sanitation of the land granted to him/her under this agreement.

14. The contractor shall be bound by all rules and regulations in force and such other conditions as the Government may from time to time impose.

15. The contractor shall be bound to take adequate measures for the health and safety of the persons working in the quarry.

16. The contractor shall honour the rights regarding road, water and other easements.

17. The Government shall have the right to make surface roads or other contrivance for establishing means of communications over the leased area and the contractor shall have no right to claim compensation therefor.

18. The contractor shall carry on quarrying operations effectively in proper skilful and workman-like manner and shall stack the overburden and unsusable minerals in separate heaps.

19. The contractor shall maintain correct accounts showing the quantity and particulars of the mineral obtained from the quarry and sold or despatched and the number of persons employed therein and also a complete plan of the quarry and shall allow any officer authorised by the Government/ Substituted by [Collector/Additional Collector (Senior I.A.S. Scale)] [Notification No. 19-29-2004-XII-1, dated 13-1-2005] at any time to examine such accounts and plans and shall furnish the same during inspection or on demand by such competent officer.

20. The contractor shall submit monthly returns in the proforma below before the 7th day of each month to the [Collector/Additional Collector (Senior I.A.S. Scale)] [Notification No. 19-29-2004-XII-1, dated 13-1-2005].

Month	Opening stock of the mineral extracted	Quantity of the mineral extracted during themonth	Quantity of the mineral despatched during themonth
-------	--	---	--

(1)	(2)	(3)	(4)
Quantity of the mineral sold during the month	Closing stock of the mineral at the end of the month	Average number of labourers employed during the month	
(5)	(6)	(7)	

21. The contractor shall report any accident occurred in the quarry area to the concerned District Magistrate forthwith.

22. The contractor shall have no claim against the [Collector/Additional Collector (Senior I.A.S. Scale)] [Notification No. 19-29-2004-XII-1, dated 13-1-2005] for compensation or damages in respect of land having been included in his/her contract which may subsequently be discovered not to have been available for the contract.

23. If the contractor is desirous of determining the contract before the completion of the period of contract, he/she shall give three months written notice of such intention to the [Collector/Additional Collector (Senior I.A.S. Scale)] [Notification No. 19-29-2004-XII-1, dated 13-1-2005]. The [Collector/Additional Collector (Senior I.A.S. Scale)] [Notification No. 19-29-2004-XII-1, dated 13-1-2005] shall have the right to accept/reject the same :

Provided that the premature surrender of the contract shall be accepted by the [Collector/Additional Collector (Senior I.A.S. Scale)] [Notification No. 19-29-2004-XII-1, dated 13-1-2005] only when there are no arrears against the contractor on the date of accepting the surrender of the contract.

24. The contractor shall not use the lands given to him/her under this agreement for any purpose other than those for which the contract has been given.

25.

(1) In the event of a war or state of emergency the Government shall have the right to take possession of the quarry, articles, land, machinery, plants, buildings and material and in such event the contractor shall have no claim to any compensation. (2) The State Government shall have the right to take possession of the quarry before completion of the contract in public interest: Provided that before taking possession one month's notice shall be given to the contractor.

26. If a dispute arising out of and/or in connection with and/or in relation to this contract, the decision of the [Collector/Additional Collector (Senior I.A.S. Scale)] [Notification No. 19-29-2004-XII-1, dated 13-1-2005] shall be final:

Provided that an appeal against any order passed shall lie to the authority and in the manner prescribed under [these rules.] [Notification No. 19-29-2004-XII-1, dated 13-1-2005]

27. Resumption of Possession. - (1) Where an auction quarry is cancelled or determined or a decision is taken to resume possession of the quarry in the public interest or the period for which the trade quarry is granted has expired, the contractor shall hand over possession of the quarry to [Collector/Additional Collector (Senior I.A.S. Scale)] [Notification No. 19-29-2004-XII-1, dated 13-1-2005] in which the trade quarry or major portion thereof is situated within a period of seven days from the date of cancellation or determination or decision to take back possession in the public interest is communicated or on the day following the date of expiry of the period of auction quarry, as the case may be'

(2)Where the contractor fails to hand over possession of the trade quarry within the period specified in sub-clause (1), the [Collector/Additional Collector (Senior I.A.S. Scale)] [Notification No. 19-29-2004-XII-1, dated 13-1-2005] or an Officer authorised by him/her shall serve or cause to be served a notice on the contractor either by post or by tendering or delivering the copy of it personally to the contractor or one of his/her family members or servants or by affixing it to a conspicuous part of the place of his/her residence or place of business or publishing it in at least one newspaper having circulation in the locality where the contractor resides.(3)The notice under sub-clause (2) shall contain a statement that the contractor shall hand over possession of the auction quarry to the [Collector/Additional Collector (Senior I.A.S. Scale)] [Notification No. 19-29-2004-XII-1, dated 13-1-2005] or an Officer authorised by him/her under sub-clause (1) within a period of seven days of the date of service of the notice.(4)Where a contractor fails to hand over possession of the trade quarry within the period specified in the notice under sub-clause (2), the [Collector/Additional Collector (Senior I.A.S. Scale)] [Notification No. 19-29-2004-XII-1, dated 13-1-2005] or an Officer authorised by him/her under sub-clause (1), may take possession of the trade quarry from the contractor and for that purpose may use such force as may be considered necessary.(5)If on the expiry of the period of the contract, a contractor fails to hand over possession on the next day, the contractor shall abide by all the conditions of the agreement till the possession is taken back.

28. If the contractor contravenes the conditions of the agreement, the [Collector/Additional Collector (Senior I.A.S. Scale)] [Notification No. 19-29-2004-XII-1, dated 13-1-2005] shall have the right to forfeit the security amount or part thereof deposited by the Contractor :

Provided that before doing so the [Collector/Additional Collector (Senior I.A.S. Scale)] [Notification No. 19-29-2004-XII-1, dated 13-1-2005] shall issue a show cause notice to the contractor to remedy the contravention within thirty days.

29.

(1)The Contractor shall submit an application to the [Mining Officer/ Assistant Mining Officer] [Notification No. 19-29-2004-XII-1, dated 13-1-2005], for obtaining the prescribed transit pass-book in Form VIII under sub-rule (6) of Rule 29 of the Madhya Pradesh Minor Mineral Rules, 1996.(2)The [Mining Officer/Assistant Mining Officer] [Notification No. 19-29-2004-XII-1, dated 13-1-2005] shall issue the transit Pass-book in duplicate under his/her seal and signature in accordance with the contract money/instalment deposited by the contractor.(3)The contractor shall issue a transit pass in form IX for each trip under sub-rule (7) of Rule 29 of the Madhya Pradesh Minor Mineral Rules, 1996 for keeping it with each vehicle carrying the mineral or its product from the quarry.

30. It is hereby demised under the agreement that in case the contractor fulfils all the terms and conditions hereby contained and mentioned above then the security deposit of Rs..... and earnest money of Rs..... which the contractor has deposited shall be refunded to him/her by the [Collector/Additional Collector (Senior I.A.S. Scale)] [Notification No. 19-29-2004-XII-1, dated 13-1-2005].

A

(See paragraph 1)

District	Tahsil	Development Block	Village	Khasra No.	Area (in hectare)
(1)	(2)	(3)	(4)	(5)	(6)
Signature with full name, address and occupation of the witnesses	Signature of the [Collector/Additional Collector (Senior I.A.S. Scale)] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.] District				
1.	(Seal)				
2.					
Signature with full name, address and occupation	Name; address and signature of the contractor.				

of the witnesses

1.

2.

Form XIX[See Rule 48 (1)]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 Environment To, 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.

SizeType

7. Precautions for stablization

8. Any other matter which the lessee desires to state

Place : Signature

Date : Name in full

Designation

Form XXI[See Rule 60 (1)](To be submitted in triplicate)Model Form of Application for
Appeal/Review/Revision

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/review/revision application is filed (copy attached).**

**4. Minor Mineral or Minor Minerals for which the review/appeal revision
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/review/revision application has been filed within time
specified if not, the reasons for not presenting it within the prescribed limits
as provided for in rules.**

10. Grounds of appeal/review/revision.

Signature of the Applicant.Place :Date :[Form XXII](See Rule 39)Register of Trade Quarries

[Form XXIII] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.](See Rule 40)Register of Income Obtained from the Trade Quarries

Indian Kanoon - <http://indiankanoon.org/doc/55159330/>

vide Challan NoDate.....

mineral.....(in
cubicmeter)

Security money Rs deposited

8. vide ChallanNo.....

Date.....

Fixed Demand

SI. No. of the instalment	Due date of payment of instalment	Amount of instalment due (in Rs.)	Amount deposited against column No. 3 (in Rs.)	Challan _____ No. _____ Date
(1)	(2)	(3)	(4)	(5)
Balance amount to be recovered at the end of the year (in Rs.)		Amount recovered from the contractor against Col. No. 6 (in Rs.)		Challan _____ No. _____ Date
(7)		(8)		(9)
				(10)

Fluctuating Demand

Sl.No. of the instalment (1)	Quantity of mineral quarried (Cu.m) (2)	Quantity quarried in excess of contract as percol. 3 (in Rs.) (3)	Royalty on excess mineral quarried (in Rs.) (4)		
Amount deposited (in Rs.) (5)	Challan_____No. Date (6)	Balance amount for recovery (in Rs.) (7)	Interest etc. if payable (in Rs.) (8)	Total of Cols. 8 and 9 (in Rs.) (9)	(10)
Amount deposited against col. 9 (in Rs.) (11)	Challan_____No. Date (12)	Balance amount due for recovery at the end of theyear (in Rs.) (13)	Remarks (14) (15)		

Verification of balance deposited amount has been done by me on.....[Signature of Mining Officer/ Assistant Mining Officer.] [Substituted by Notification No. 19-29-2004-XII-1, dated 13-1-2005.][Form XXII] [Inserted by Notification No. 19-1-2003-XII-2, dated 1-9-2005.](To be submitted in

triplicate) Received.....at.....

on(Date)Initial of Receiving OfficerGovernment of
Madhyra Pradesh Model FormApplication for Prospecting Licence[See Rule 21

(2)(a)]Dated.....day of 20.....To,Through,Sir,I/We request that a prospecting licence under the Madhya Pradesh Minor Mineral Rules, 1996 be granted to me/us.

2. A sum of Rs being the fee in respect of this application thereof payable in accordance with Rule 10 (1) of Madhya Pradesh Minor Mineral Rules, 1996 has been deposited.

3. The required particulars are given below :-

(i) Name of the applicant with complete address. (ii) Is the applicant a private individual/private company/public company/firm or association? (iii) In case applicant is : (a) an individual his nationality. (b) a company, an attested copy of the certificate of registration of the company shall be enclosed. (c) firm or association the nationality of all the partners of the firm or members of the association. (iv) Profession or nature of business of applicant. (v) No. and date of the valid clearance certificate of payment of mining dues (copy attached). (vi) If on the date of application the applicant does not hold a prospecting licence it should be stated whether an affidavit to this effect has been furnished to the satisfaction of the State Government. (vii) Mineral or minerals, which the applicant intends to prospect. (viii) Period for which the prospecting licence is required. (ix) Extent of the area the applicant wants to prospect. (x) Details of the area in respect of which prospecting licence is required.

District Taluk Village Khasra No. Plot No. Area

(xA) (a) does the applicant have surface rights over the area for which he requires a prospecting licence? (b) If not has he obtained the consent of the owner and the occupier of the land for undertaking prospecting operations. If so the consent of the owner and the occupier obtained in writing be filed. (xi) Brief description of the area with particular reference to the following: - (a) The situation of the area in respect to natural features such as streams etc. (b) In the case of village areas the name of the village and if only a part of the village is applied for the khasra number the area in hectares of each field or part thereof applied for. N.B. - The areas shall cover whole or recognised part survey numbers. (c) In the case of forest areas, the names of the working circle, the range and the felling series. (d) For areas where no forest maps or cadastral maps are available, a sketch plan should be submitted on scale showing the area applied for together with boundary, if any, or any other existing mining lease or prospecting licence area if the area applied for has any common point or line with the boundaries of existing prospecting licence or mining lease areas. (xii) The areas applied for should be marked on plans as detailed below: (a) In case a cadastral map of the area is available, the area on this map should be marked showing the name of the village, khasra number and area in hectares of each field and part thereof. N.B. - The area applied for shall cover whole survey numbers. (b) In the case of forest maps, the area should be marked on the map showing the range and felling series. (c) In case neither cadastral nor forest maps are available, the area should be marked on sketch plan drawn to scale showing on this plan important surface and natural features, the dimensions of the lines forming the boundary of the area and the bearing and distance of corner points from any important, prominent and fixed point or points. (xiii) An affidavit, that the up-to-date income tax returns, as prescribed under the Income Tax Act, 1961 have been filed and tax due including the tax on account of self-assessment has been paid. (xiv) Particulars of the areas mineral-wise within the jurisdiction of the State Government for which the applicant or any person

joint in interest with him :- (a) already holds under prospecting licence; (b) has already applied for but not granted; (c) being applied for simultaneously; (xv) Nature of joint in interest, if any; (xvi) If the applicant intends to supervise the works his previous experience of prospecting and mining should be explained; If he intends to appoint a manager the name of such manager, his qualification, nature and extent of his previous experience should be specified and his consent letter should be attached. (xvii) Financial resources of the applicant. (xviii) Particulars of receipted treasury challans attached for the amount referred to at 2 above. (xix) Any other particulars or sketch map which the Applicant wishes to furnish. I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details including accurate plans as may be required by you. Yours faithfully (Signature and designation of the applicant) Place..... Date..... *The topographical map of 1" = 1 mile scale (or 1:50,000) is obtainable from the office of the Survey of India, Hathibarkhala Dehra Dun. Detailed plan and topographical map are to be attached in triplicate with the original application in case mineral applied for is a scheduled mineral. Note. - 1. If the application is signed by an authorised agent of the applicant. Power of Attorney should be attached.

2. The application should relate to one compact area only;

3. Such large-size map as may be available-should be attached for proper demarcation of the areas specially when the area applied for is 40 hectares or less.

Form XXIII Receipt of Application for Prospecting Licence/Quarry Lease or Renewals [See Rule 21 (2)(a)] Government of S.No. Dated..... Received the application with the following enclosures for a prospecting licence/Quarry lease/renewal of prospecting licence/renewal of Quarry lease of Shri/Sarvashree..... on..... 20..... for about hectare of land located in village/Government Forest Taluq..... District..... for prospecting/mining..... mineral/minerals. Enclosures: Place..... Date..... Signature and designation of Receiving Officer. Form XXIV Model Form [See Rule 21 (2) (a)] (To be submitted in duplicate) Government of

Received..... Application for Renewal of
at..... (Place) Prospecting Licence
on..... (Date)

Initial of Receiving Officer Dated..... Day of..... 20.....

To Through Sir, I/We request for renewal of my/our prospecting licence under the Madhya Pradesh Minor Mineral Rules, 1996. A sum of Rs..... being the fee in respect of this application payable under Rule 10 (1) of Madhya Pradesh Minor Mineral Rules, 1996 has been deposited.

2. The required particulars are given below :-

(i) Name of the applicant with complete address. (ii) Is the applicant a private individual/private

company/public company/firm or association?(iii)In case applicant is,-(a)an individual his nationality;(b)a company an attested copy of the certificate of registration of the company shall be enclosed.(c)firm or association the nationality of all the partners of the firm or members of the association.(iv)Profession or nature of business of applicant.(v)No. and date of the valid clearance certificate of payment of mining dues (copy enclosed).(vi)An affidavit that up-to-date income tax returns as prescribed under the Income Tax Act 1961 have been filed and the tax due including the tax on account of self-assessment has been paid.(vii)(a)Particulars of the prospecting licence of which renewal is desired.(b)Details of previous renewal/renewals granted if any.(viii)Reasons in detail for asking for renewal of prospecting licence along with a report on the prospecting already done.(ix)Period for which renewal of prospecting licence is desired.(x)Whether renewal is desired for the whole or part of the area held under prospecting licence.(xi)In case the renewal applied for is only for part of the area held under prospecting licence.(a)the area applied for renewal;(b)description of the area applied for renewal (description should be adequate for the purpose of demarcating the plot).(c)particulars of the map of area held under prospecting licence with area applied for renewal clearly marked on it attached.(xii)(a)Does the applicant continue to have his surface rights over the areas of the land for which he requires renewal of the prospecting licence?(b)If not has he obtained the consent of the owner and the occupier for undertaking prospecting operations? If so, the consent of the owner and occupier of the land obtained in writing be filed.(xiii)Particulars of the area mineral-wise in each State only supported by an affidavit for which the applicant or any person jointly in interest with him :-a. already holds under prospecting licence;b. has already applied for but not granted; or c. being applied for simultaneously.(xiiia)Any other particulars which the applicant may wish to furnish. I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details including accurate plans as may be required by you.Yours faithfully(Signature and designation of the applicant)PlaceDate.....N.B.- If the application is signed by an authorised agent of the applicant, Power of Attorney should be attached.

Form XXVRegister of Applications for Prospecting Licences[See Rule 21 (2) (a)](i)Serial No.(ii)Date of application of P.L.(iii)Date on which application was received by the Receiving Officer.(iv)Name of the applicant with full address.(v)Situation and boundaries of the land applied for.(vi)Estimated area of the land.(vii)Particulars of the minerals which the applicant desired to prospect.(viii)Application fee paid.(ix)Remarks.(x)Final disposal of the application together with number and date of the order.(xi)Signature of the Officer.

Form XXVIRegister of Prospecting Licences[See Rule 21 (2) (a)]

1. Serial number.

2. Name of the licensee.

3. Residence with complete address of the licensee.

4. Date of application.

- 5. Date on which application was received by the Receiving Officer.**
- 6. Situation and boundaries of the land.**
- 7. The details of the area and the minerals in each State. State for which the applicant holds prospecting licence on the basis of information supplied by the licensee.**
- 8. Total area for which licence granted.**
- 9. (a) Number and date of grant of the licence.**
(b) Date of execution of RL. agreement.
- 10. The mineral or minerals for which prospecting licence has been granted.**
- 11. Period for which granted.**
- 12. Date and period of renewal.**
- 13. Application fee paid.**
- 14. Prospecting fee and royalty, if payable.**
- 15. Amount of security deposit.**
- 16. Particulars of disposal or refund of security deposit.**
- 17. Date of application for mining lease (if any).**
- 18. Date of assignment or transfer of licence, if any and the name and address of the assignee/transferee.**
- 19. Date of expiry or relinquishment or cancellation of licence or grant of mining lease.**
- 20. Date from which the area is available for re-grant.**

21. Signature of the Officer.

Form XXVII Model Form of Prospecting Licence [See Rule 21 (2) (a)] THIS INDENTURE made this.....day of 20 Between Governor of...../the President of India (hereinafter referred to as the State Government which expression shall where the context so admits be deemed to include his successors and assigns) of the one part and.....When the licensee is an individual :.....(Name of person with Address and occupation) (hereinafter referred to as "the licensee" which expression shall, where the context so admits be deemed, to include his heirs, executors, administrators, representatives and permitted assigns). When the licensee are more than one individual : (Name of person with address).....occupation and.....(name of person with addresses and occupation (hereinafter referred to as "the licensees" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns). When the licensee is a registered firm :.....(Name and address of partner) son of..... of..... son of..... of..... son of..... all carrying on business in partnership under the firm name and style of (name of the firm) registered under, the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at..... in the town of..... (hereinafter referred to as "The licensees" which expression shall where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns). When the licensee is a registered company :.....(Name of company) a company registered under..... (Act under which incorporated) and having its registered office at..... (Address) (hereinafter is referred to as "the licensee" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the other part. WHEREAS the licensee/licensees has/have applied to the State Government accordance with the Madhya Pradesh Minor Mineral Rules, 1996 (hereinafter referred to as the said Rules) for a licence to prospect for..... in the land specified in Schedule 'A' hereunder written and delineated in the plan herewith annexed (hereinafter referred to as the said lands) and has/have deposited with the State Government Rs..... as the prescribed security in respect of such licence and has/have paid to the State Government the sum of Rs..... as the prescribed prospecting fee formonths/years in advance in respect of such licence and whereas there is no objection to the grant of such licence. Part-II In consideration of the fee, royalties, covenants and agreements hereinafter reserved and contained and on the part of the licensee/licensees to be paid observed and performed the State Government hereby grants and demises into the licensee/ licensees the sole rights and licence. To enter upon the lands and to search for, win or carry away and dispose of minerals won (1) To enter upon the said lands and to search for by quarrying boring and digging or otherwise all or any (Name of minerals) lying or being within under or throughout the said lands : Provided that the licensees may win and carry away for purposes other than commercial purposes-(a) any quantity of such minerals exceeding such limits but not exceeding twice such limits, which is won during prospecting operations on payment of royalty for the time being specified in the Second Schedule to the Act in respect of those minerals; To clear undergrowth and brushwood etc. (2) Subject to the provisions of clauses 5 and 6 of Part II of these presents for the purpose aforesaid to clear undergrowth and brushwood and trees with the sanction of the Deputy Commissioner/Collector previously obtained in writing to make and use any drains or water courses on the said lands for purposes as may be necessary for effectually carrying

on the prospecting operations and for the workmen employed thereon and with the like sanction to use any water provided always that such use shall not diminish or interfere with the supply of water to which any cultivated land, building or watering place, for livestock has heretofore been accustomed and streams, springs or well shall be fouled or polluted by any such use or the operations hereby licensed. To bring upon and erect machinery etc. on the said lands (3) To erect and bring upon the said lands all such temporary huts, sheds and structures steam and other engine machinery and conveniences, chattels and effects as shall be proper and necessary for effectually carrying on the prospecting operations hereby licensed or for the workmen employment thereon. RESERVED nevertheless to the State Government full power and liberty at all times to enter into and upon and to grant or demise to any person or persons whomsoever liberty to enter into and upon the said lands for all or any purposes other than those for which sole rights and licence are hereby expressly conferred upon the licensee/licensees and particularly (and without hereby in any way qualifying such general power and liberty) to make on over or through the said lands such roads, tramways and ropeways shall be considered necessary or expedient for and purposes and to obtain from and out of the said lands such stone earth or other materials as may be necessary or requisites for making repairing or maintaining such roads, tramways, railways and ropeways to pass and repass at all times over and along such roads, tramways, railways and ropeways for all purpose and as occasion shall require. To hold the said right and licence into the licensee/licensees from the date of these presents for the term of (hereinafter referred to as the said term). Paying therefore annually in advance a sum of Rs. being the prospecting fee for each year or portion of a year and immediately on the expiration of sooner determination of the said term clear of all fees, rates, taxes, charges, deductions and royalty at the rates specified in Schedule III hereunder written on the minerals won and carried away by the licensee/licensees during the said terms. Part-II Covenants by Licensee/Licensees The licensee/licensees hereby covenants/covenant with the State Government as follows :- Payment and rates of royalty (1) To pay royalty to the State Government at such rates and at such time as are specified in Schedule 111 hereunder written provided that the licensee/licensees shall be entitled to carry away free of royalty not more than for experimental purposes. To Carry on work in workman-like manner (2) To work and carry on the operations hereby licensed in a fair orderly skilful and workman-like manner and with as little damage as may be to the surface of the lands and to trees, crops, buildings, structures and other property thereon. Maintenance of correct accounts (3) Licensee/Licensees shall maintain a correct and faithful account of all the expenses incurred by him/them on prospecting operations and also the quantity and other particulars of all minerals obtained during such operations and their despatch. No mining operations within 50 meters of public work etc. (4) The licensee/licensees shall not work or carry on or allow to be worked or carried on any prospecting operations at or to any points within a distance of 50 metres from any railway line except with the previous written permission of the Railway Administration concerned or from any reservoir, canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Deputy Commissioner/Collector or any other Officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 metres shall be measured in the case of railway line, reservoir or canal horizontally from the outer toe of edge bank or the outer edge of the cutting as the case may be and in case of a building horizontally from the plinth thereof. In the case of village roads no working shall be carried on

within a distance of 10 metres of the outer edge of the cutting except with the previous written permission of the Deputy Commissioner/Collector or any other Officer duly authorised by the State Government in this behalf otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission. Explanation. - For the purposes of this clause the expression "Railways Administration" shall have the same meaning as it is defined to have in the Indian Railways Act, 1890 by clause (6) of Section 3 of the Act. "Public Road" shall mean a road which has been constructed by artificially surfaced as distinct from a tract resulting from repeated use. Village road will include any track shown in the Revenue records a village road. Not to cut or injure trees in reserved forest etc. without previous permission (5) Not to cut or injure any timber or tree on any unoccupied or unreserved land without the written permission of the Deputy Commissioner/Collector nor without such permission disturb the surface of any road or enter upon any public pleasure ground burning or burial ground or any place held sacred by any clans or persons or interfere with any right of way, well or tank. (6) Not to enter upon any land in the occupation of any person without the consent of the occupier nor to cut or in any way injure any trees, standing crops, buildings huts, structures or other property of any kind of the occupier of any land or any other person without the written consent of such owner, occupier or person. Not to commence work in reserved forest without previous permission (7) Not to enter upon or commence prospecting in any protected or reserved forest situated upon the lands without obtaining the written sanction of the District Forest Officer nor otherwise than in accordance with such conditions as may be prescribed in such sanction. Indemnify Government against all claims (8) To make reasonable satisfaction and pay such compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by him in exercise of the powers granted by this licence and to indemnify and keep indemnified fully and completely the State Government against all claims which may be by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith. (8A) To pay a wage not less than minimum wage prescribed by the Central or State Government from time to time. (8B) To comply with the provisions of the Mines Act, 1952. (8C) To take measures, at his own expense, for the protection of environment like planting of trees reclamation of mined land, use of pollution-control devices, and such other measures as may be prescribed by the Central or State Government from time to time. (8D) To pay compensation to the occupier of the surface of the land on the date and in the manner laid down in these rules. Forfeiture of security deposits etc. (9) Whenever the security deposit of Rs.....or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the State/Central Government. Pursuant to the power hereinafter declared in that behalf the licensee/licensees shall forthwith deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in 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 upto sum of Rs..... Licensee not to be Controlled by trust, syndicate etc. (10) The licensee/licensees shall not be controlled or permit himself/ themselves to be controlled by any trust, syndicate, corporation, firm or person except with the written consent of the State Government. Report of accident (11) The licensee/licensees shall without delay send to the Deputy Commissioner/Collector a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life of property which may occur in the course of the operations under this

licence. Section 18 of the Act 67 of 1957 (12) The licensee/licensees shall be bound by such rules as may be issued by the Central Government under Section 18 of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) and shall not carry on prospecting or other operations under the said licence in any way other than as prescribed under these rules. To provide for weighing or measurement of material won (13) At such times and occasions as may be required the licensee/licensees shall well and truly measure or weigh or cause to be measured or weighed upon some part of the said lands all minerals from time to time won from said lands by the licensee/licensees and all such minerals as may require to be measured or weighed for the purpose of ascertaining the royalty payable under these presents shall be so measured or weighed. The licensee/licensees agrees/agree not to take away from the said lands any minerals so won until the same shall have been measured or weighed as the case may be, the licensee/licensees further agrees/agree to give.....days previous notice in writing to the Deputy Commissioner/Collector of every such measuring or weighing in order that he or some person on his behalf may be present thereat. Plugging of bore holes, fencing etc. and restoring the surface of land after determination of abandonment (14) Save in the case of land over which the licensee/licensees shall have been granted a mining lease, on or before the expiration or sooner determination of the licence, he shall within six months next after the expiration or sooner determination of the licence or date of abandonment of the undertaking, whichever shall first occur, securely plug any bore or hole and fill up or fence any holes or excavations that may have been made in the land to such an extent as may be required by the Deputy Commissioner/Collector concerned and shall to a like extent restore the surface of the land and all buildings thereon which may have been damaged or destroyed in the course of prospecting provided that licensee/licensees shall not be required to restore the surface of the land and all buildings thereon which may have been damaged or destroyed in the course of prospecting provided that licensee/licensees shall not be required to restore the surface of the land or any building in respect of which full and proper compensation has already been paid. Removal of machinery etc. after expiration determination of abandonment (15) Upon the expiration or sooner determination of this licence or the abandonment of the operations hereby licensed, whichever shall first occur, the licensee/licensees shall remove expeditiously as his/their own cost all building, structures, plant, engines machinery, implements, utensils and other property and effects therefore, erected or brought by the licensee/licensees and then standing or being upon the said lands and also all minerals theretofore won by the licensee/ licensees under the authority of these presents and then being upon the said lands PROVIDED that this covenant shall not apply to any part of the said lands which may be comprised in any mining lease granted to the licensee/licensees during the subsistence of this licence. Report of work done before the refund of security deposits (16) At any time before the said security deposit is returned to him/them or transferred to any other account or (within one month after the expiration or sooner determination of the licence or abandonment of the operations whichever is earlier, the licensee/licensees shall submit to the State Government confidentially a full report of the work done by him/them and disclose all information acquired by him/them in the course of the operations carried on under this licence regarding the geology and mineral resources of the area covered by the licence. Report of information obtained by Licensee (16A) (1) The licensee shall submit to State Government : (a) a quarterly report of the work done by him stating the number of persons engaged and disclosing in full the geological, geophysical or other valuable data collected by him during the period. The report shall be submitted within three months of the close of the period to which it relates : (b) within three months of the expiry of the

licence or abandonment of operations or termination of the licence whichever is earlier a full report of the work done by him and all information relevant to mineral resources acquired by him in the course of prospecting operations in the area covered by the licence.(2)While submitting reports under clause (1) the licensee may specify that the whole or any part of the report or data submitted by him shall be kept confidential and the State Government shall thereupon keep the specified portions as confidential for a period of two years from the expiry of the licence or abandonment of operations or termination of the licence, whichever is earlier. Employment of foreign nationals(17)The licensee/licensees shall not employ, in connection with the prospecting operation any person who is not an Indian National except with the previous approval of the Central Government. Furnishing of Geophysical data(18)The licensee/licensees shall furnish :(a)all geophysical data relating to prospecting or engineering and ground water surveys, such as anomaly maps, sections, plans, structures, contour maps, logging, collected by him/them during the course of prospecting operations to the Director, Geology and Mining, Madhya Pradesh, Bhopal.(b)all information pertaining to investigations of radioactive minerals collected by him/them during the course of prospecting operations to the Secretary to the Department of Atomic Energy, New Delhi. Data or information referred to above shall be furnished every year reckoned from the date of commencement of the period of the prospecting licence. Part-III Powers of the Government It is hereby agreed as follows :-Cancellation of the licence and forfeiture of the deposit in case of breach of conditions(1)In the case of any breach of the condition of the licence/licences or his transferees or assignees, the State Government shall give a reasonable opportunity to the licensee/licensees of stating him/their case and where it is satisfied that the breach is such as cannot be remedied, on giving thirty days notice to the licensee/ licensees or his transferees or assignees, determine the licence and or forfeit the whole or any part of the said deposit of Rs.....deposited under the covenants in that behalf as the State Government may deem fit. In case the State Government considers the breach to be of a remediable nature, it shall give notice to the licensee/ licensees or his transferees or assignees as the case may be requiring him/them to remedy the breach within thirty days from the date of receipt of the notice informing him of the penalty proposed to be inflicted if such remedy is not made within such period. Application of security to payment of compensation(2)The State Government may from time to time appropriate and apply and said deposit of Rs.....or any part thereof or any further sum deposited under any covenants in that behalf hereinbefore contained in or towards payment or satisfaction of any claims to compensation which the Government has or may have against the licensee/licensees and/or which may be made by any person or persons against the licensee/licensees and or the State Government in respect of any damage or injury done by the licensee/licensees in exercise of any of the powers conferred by this licence and in or towards payment of any damages, costs or expenses which may become payable as the result of or in connection with any suits or proceedings which may be instituted against the State Government in respect of any such damage or injury and also in or towards payment of the expense of the carrying out or performance of any works or matters which the licensee/licensees shall fail to carry out or perform after the expiry or sooner determination of this licence or the abandonment of the operations hereby licensed in accordance with the covenants in that behalf hereinbefore contained or in payment or satisfaction of any such claims, damages, costs and expenses. When the properties of licensee are not removed from the lands in time(3)If any buildings, structures, plants, engines, machinery, implements, utensils or other property or effects or any minerals which ought to be removed by the licensee/licensees from the said lands, in

accordance with the covenant in that behalf hereinbefore contained be not so removed within one calendar month after notice in writing their removal shall have been given to the licensee/licensees by the State Government the same shall be deemed to become the property of the State Government and may be sold or disposed of for the benefit of the State Government in such manner as the State Government shall deem fit. Without any liability to pay any compensation to account to licensee/licensees in respect thereof. Licensee/licensees to pay for work done on his behalf (4) If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried out or performed by the licensee/licensees, 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 licensee/licensees shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same. Right of pre-emption (5) (a) The State Government shall from time to time and at all times during the said term have the right (to be exercised by notice in writing to the licensee/licensees) of pre-emption of the said minerals (and/all products thereof) lying in or upon the said lands or elsewhere under the control of the licensee/licensees and the licensee/licensees 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 time in the manner and at the place specified in the notice exercising the said right. (b) Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of loading, the licensee/licensees shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the State Government shall be satisfied that the delay issue to cause beyond the control of the licensee/licensees. (c) The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market prevailing at the time of pre-emption. Provided that in order to assist in arriving at the said fair market price the licensee/licensees shall it so required furnish to the State Government for the confidential information of the Government, particulars of the quantities, descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight for carriage of the two and shall produce such to 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 of freightage of such minerals or products. (d) In the event of the existence of a state of war or emergency (of which existence the President of India shall be the sole Judge and 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 at all times during the said term have the right (to be exercised by a notice in writing to the licensee/licensees) forthwith take possession and control of the works, plant, machinery and premises of the licensee/licensees on or in connection with the said lands or the operations under this license and during such possession or control, the licensee/licensees shall conform to and obey all directions given by or on behalf of the Central or State Government regarding the use of employment of such works, plants, premises and minerals. Provided that fair compensation, which shall be determined in default of agreement by the State Government shall be paid to the licensee/licensees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause and Provided also that the exercise of such power shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to

give effect to the provisions of this clause.

Part-IV Rights Of Licensee/licenseesIt is hereby further agreed as follows:-

Transfer of license and fee payable(1)During the subsistence of this license or of any renewal thereof the licensee/licensees may, with the previous sanction of the State Government, transfer his/their license or any right, title or interest therein to a person who has filed an affidavit stating that he has filed up-to-date income tax returns, paid income tax assessed on him and paid the income tax on the basis of self-assessment as provided in the Income-Tax Act, 1961 (43 of 1961) on payment of a fee of five hundred rupees. Provided that the State Government shall not give its sanction unless-(i)the licensee has furnished an affidavit along with his application for transfer of the prospecting licence specifying therein the amount that he has already taken or propose to take as consideration from the transferee;(ii)the transfer of the prospecting licence is to be made to a person or body directly undertaking prospecting operations.

Preferential right of the licensee/licensees for obtaining mining lease(2)On or before the determination of the licence the licensee/licensees shall have a preferential right for obtaining a mining lease in respect of whole or part of that land over any other person. Provided that the State Government is satisfied that the licensee/licensees has/have not committed any breach of the terms and conditions of the prospecting licence (has undertaken prospecting operations to establish mineral resources in such land) and is otherwise a fit person for being granted the mining lease.

Refund of deposit(3)On such date within six calendar months after the determination of this licence or of any renewal thereof, as the State Government shall elect after compliance by the licensee/licensees of Rule 25 of M.P. Minor Mineral Rules, 1996 the amount then remaining in deposit with the State Government and not required to be applied to any of the purposes in Part 111 of these presents mentioned, shall be refunded to the licensee/licensees or if the licensee/licensees shall have obtained a mining lease over the said lands or any portion thereof, be retained at the credit of the licensee/licensees on account of the fees, rents and royalties to become payable under such lease. The amount shall in no case carry any interest whatsoever.

Part-V General ProvisionsIt is lastly agreed as follows

:-Acquisition of land and compensation thereof(1)If after the receipt of an offer of compensation for any damage which is likely to arise from the proposed operation of the licensee/licensees, the occupier of the surface of any part of the said lands shall refuse his consent to the exercise of the rights and powers reserved to the State Government and granted by this license, the licensee/licensees shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the State Government is satisfied that the amount of compensation is reasonable or if it is not so satisfied and the licensee/licensees shall have deposited with it such further amount as the State Government may consider reasonable, the State Government shall order the occupier to allow the licensee/licensees to enter upon the said land and carry out such operations as may be necessary for the purpose of the licence. In assessing the amount of such compensation the State Government shall be guided by the principles of the Land Acquisition Act.

Delay in fulfillment of the term of licence due to force majeure(2)Failure on the part of the licensee/licensees to fulfil any of the terms and conditions of this licence shall not give the State Government any claim against him/them or be deemed a breach of the licence in so far as such failure is considered by the State Government to arise from force majeure. If the fulfilment of the licensee/licensees of any of the terms and conditions of this licence be delay ed from the force majeure, the period of such delay shall be added to the period fixed by this licence.

The expression force majeure means act of God, war, insurrection, riot, civil commotion, strike, tide, tidal wave, storm, flood, lightning, explosion, fire, earthquake and any other happening which the

licensee/licensees could not reasonably prevent or control. Service of notices(3) Every notice required to be given to the licensee/licensees shall be given in writing to such person as the licensee/licensees may appoint for the purpose of receiving such notices or if no such appointment is made then the notice shall be sent to the licensee/licensees by registered post addressed to him/them at the address shown in his/their application for the licence or at such other address in India as he/ they designate from time to time and every such service shall be deemed to be proper and valid service upon the licensee/licensees and shall not be questioned or challenged by him. Discovery of new minerals(4) The licensee shall report to the State Government the discovery of any mineral not specified in the licence within a period of sixty days from the date of such discovery and shall not undertake any prospecting operations in respect of such mineral unless such mineral is included in the licence.(5) The licence deed is executed at the Capital of the State of.....(Name of the State) and subject to the provision of Article 226 of the Constitution of India it is hereby agreed upon by the licensee and the State Government that in the event of any dispute in relation to the area under prospecting licence condition of the licence deed and in respect of all matters touching the relationship of the licensee and the State Government, suits of petitions shall be filed in civil courts at.....(name of the city) and it is hereby expressly agreed that neither party shall file a suit or appeal or bring any actions at any place other than the courts named above. In witness whereof these presents have been executed in the manner hereunder appearing the day and year first above written.

A

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

B

Prospecting Fee(Here specify the amount of the prospecting fee and the manner and time of payment)

C

Royalty

1. Rates of royalty on minerals shall be in accordance with the Schedule-III of the Madhya Pradesh Minor Mineral Rules, 1996.

2. (a) Here insert the mode of arriving at sale prices at pits mouth of mineral/minerals.

(b) The manner and time of payment of royalty. Form XXVIII (To be submitted in Triplicate) Government of Received.....at(Place) on(Date) Initial of Receiving Officer Application for Quarry Lease (See Rule 21 (2)(a) of the M.P. Minor Mineral Rules, 1996) Dated theDay

of.....20.....To,.....Through Sir, I/We request that a Quarry lease under the M.P. Minor Mineral Rules, 1996 may be granted to me/us.

2. A sum of Rs being the fees in respect of this application payable under sub-rule (1) of Rule 10 of the said rules have been deposited (vide receipt challan No dated.....of the State Bank of India/Treasury.....).

3. The required particulars are given below,-

(i) Name of the applicant with complete address. Status of the applicant; (ii) Is the applicant a private individual/co-operative/firm/association/ private company/public company/public sector undertaking/joint sector undertaking or any other. (iii) In case the applicant is- (a) An individual, his nationality, qualifications and experience relating to mining. (b) A company, an attested copy of the certificate of registration of the company shall be enclosed; (c) Firm or Association, the nationality of all the partners of the firm or members of the association; and (d) a co-operative, the nationality of non-Indian members, if any along with place of registration and a copy of the certificate of registration. (iv) Profession or nature of business of applicant. (v) Particulars of documents appended:

Document Reference

(a) Mining dues clearance certificate; Or (b) Affidavit in lieu of Mining Dues Clearance Certificate :subject to the production of mining lease dues, clearance certificate within the period of ninety days of making application; Or (c) Affidavit when not holding any mining lease. (d) Affidavit that up-to-date Income Tax Returns as prescribed under the Income Tax Act, 1961 and that the Tax due including the tax on account of self-assessment has been paid. (vi) Mineral or minerals which the applicant intends to mine. (vii) Period for which quarry lease is required. (viii) Extent of the area for which quarry lease is required. (ix) Details of the area in respect of which quarry lease is required.

District Taluqa Village Khasra Plot No. Area No. Ownership-Occupancy

(x) Brief description of the area with particular reference to the following: (a) Does the applicant have surface rights over the area for which he is making an application for grant of a mining lease; (b) If not, has he obtained the consent of the owner, and the occupier of the land for undertaking mining operation. If so, the consent of the owner and occupier of the land be obtained in writing and be filed. (xi) (a) The situation of the area in respect of natural features such as streams or lakes; (b) In the case of village areas, the name of the village, the Khasra number, the area in hectares of each field or part thereof applied for; (c) In case the area applied for is under forest, then the following particulars be given : (1) Forest division, Block and Range; (2) Legal status of the forest (namely reserved protected unclassified etc.); (3) Whether it forms part of a National park or Wildlife Sanctuary; (4) Type and extent of vegetation in the area; (5) For areas where no forest maps or cadastral maps are available a sketch plan should be submitted on scale showing the area applied for together with boundary, if any, or any other existing mining lease or prospecting licence, area, if the area applied for has any common point or line with the boundaries of existing prospecting licence or mining lease areas. (xii) The area applied for should be marked on plan as detailed below: (a) In case a cadastral Map of the area is available the area on this map should be marked showing the name of the village, Khasra number and area in hectares of each field and part thereof; (b) In case of forest

maps the area should be marked on the map showing the range and felling series;(c)In case neither cadastral or forest maps are available the area should be marked on a sketch plan drawn to scales showing on this plan all important surface and natural features, the dimensions of the lines forming the boundary of the area and the bearing and distance of all corner points from any important, prominent and fixed point or points. (No. 1 (3)/68-MII dated 30-3-68).(xiii)Particulars of the area mineral-wise in each State duly supported by the affidavit for which the applicant or any person joint in interest with him:(a)already holds under mining lease;(b)has already applied for but not granted;(c)being applied for simultaneously.(xiv)Nature of joint in interest, if any.(xv)(a)Does the applicant hold a prospecting licence over the area mentioned at (xi) above? If so, give its number and date of grant and the date when it is due to expire.(b)Has the applicant carried out the prospecting operations over the area held under prospecting licence and sent his report to the State Government as required by Rule 16 of the Mineral Concession Rules, 1960? If not state reasons for not doing so.(xvi)Broad parameters of the mineral/ore body/bodies :(a)Strike length, average width and dip.(b)Wall rocks on hanging and foot wall sides.(c)Whether area is considerably disturbed geologically or is comparatively free of geological disturbance? (copy of geological map of the area is to be attached.)(d)Reserves assessed with their grade (S) (chemical analysis reports of representative samples are to be attached).(e)Whether the area is virgin? If not, the extent of which it has already been worked. In case there are old workings, their locations are to be shown on the geological map of the area.(xvii)Broad parameters of the mine.(a)Proposed date of commencement of tire mining operations.(b)Proposed rate of mineral production during the first 5 years (year-wise).(c)Proposed rate of production when mine is fully developed.(d)Anticipated life of the mine.(e)Proposed method (Underground or opencast).(i)If underground, the method of approach to the deposit mineral/ore whether through inclines or shafts.(ii)If opencast, the over-burden to ore ratio and overall pit slope.(f)Nature of the land chosen for dumping over burden/waste and tailings (that is type of land whether agricultural, grazing land, barren, saline land etc.) and whether proposed site has been shown on the mine working plan. Give also the extent of area in hectares set apart for dumping of waste and tailings.(xviii)A report giving the details of prospecting carried out in the area together with assessment of the ore reserves geological plans results of chemical analysis or the representative samples and boreholes and logs.(xix)Manner in which the mineral raised is to be utilised.(a)(i)If for captive use the location of plant and industry,(ii)For sale for indigenous consumption.(b)If for exports to foreign countries indicate.(i)Names of the countries to which it is likely to be exported where the mine is being set up on 100% export oriented or tied-up basis.(ii)Whether mineral will be exported in raw form or after processing. Also indicate the state of processing whether intermediate stage or final stage of the end-product.(c)If it is to be used within the country, indicate-(i)The industry/industries in which it would be used.(ii)Whether it will be supplied in raw form or after processing (crushing/grinding/beneficiation/ calcining).(iii)Whether it would need upgradation and if so, whether it is proposed to set up beneficiation plant. Also indicate the capacity of such plant and the time by which it would be set up.(d)In case of coal or other high bulk minerals/ores details of existing railway transport facility available and additional transport facility, if any, required.(xx)Name, qualification and experience of the Technical personnel available for supervising the mines.(xxi)(i)Financial resources of the applicant.(ii)Anticipated yearly financial investment during the course of mine construction and aggregate investment upto the stage of commencement of commercial production.(xxii)(a)Nature of waste water (e.g. whether acidic). If so, expected pH value.(b)The application form should be accompanied by a statement of

the salient features of the scheme of mining. This should be generally on the lines of the "Project at a Glance" given in a mining feasibility report including features relating to the protection of environment. I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details including accurate plans and security deposit. As may be required by you. Yours faithfully
 Signature of the applicant _____ Place _____ Date _____ *The topographical map of 1"-1 mile scale is obtainable from the office of the Survey of India, Hathibarkhala, Dehra Dun. Detailed plan and topographical map are to be attached in triplicate with the original application in case mineral applied for is a scheduled mineral. Note 1 - If the application is signed by an authorised agent of the applicant then the power of Attorney should be attached. Note 2 - The application should relate to one compact area only, except when the application for mining lease is for an area already held under prospecting licence by the applicant. Note 3 - Such large size map, as may be available should be attached for proper demarcation of the area, specially when the area applied for is 40 hectares or less (No. Mil-152(58)761 dated 30-4-1963). "To be submitted in duplicate" Form-XXIX Government Of _____ Model form Application for Renewal or Quarry Lease [See Rule 21 (2) (a)] Received At _____ (Place) On _____ (Date) Initial of Receiving Officer _____ Dated _____ day of 20... To, _____ Through, Sir, I/We request for renewal of my/our quarry lease under the M.P. Minor Mineral Rules, 1996. A sum of Rs being the application fee payable under sub-rule (1) of Rule 10 of the said rules has been deposited.

2. The required particulars are given below:-

(i) Name of the applicant with complete address. (ii) Is the applicant a private individual/private company/public company/firm or association? (a) an individual, his nationality. (b) A company, an attested copy of the certificate of registration shall be enclosed. (c) A firm or association, the nationality of all the partners of the firm or members of the association. (iv) Profession or nature of business of applicant. (v) No. and date of the valid clearance certificate of payment of mining dues (copy enclosed). (vi) an affidavit, that up-to-date Income Tax returns, as prescribed under the Income Tax Act, 1961 have been filed and the tax due including the tax on account of self-assessment has been paid. (vii) (a) Particulars of the lease of which renewal is desired. (b) Detail of previous renewal granted if any. (viii) Period for which renewal of lease is required. (ix) Whether renewal applied for the whole or part of the leasehold. (x) (a) Does the applicant continue to have surface rights over the area of the land for which he requires renewal of the mining lease. (b) If not, has he obtained the consent of the owner and occupier for undertaking mining operations. If so, the consent of the owner and occupier of the land obtained in writing be filed. (xA) Particulars of the areas mineral-wise in each State duly supported by affidavit for which the applicant or any person joint in interest with him- (a) already holds under mining lease; (b) has already applied for but not granted; or (c) being applied for simultaneously. (xB) a mining plan which shall include- (a) the plan of the area showing the nature and extent of the mineral body spot or spots where the excavation is to be done in the first year and its extent a detailed cross-section and detailed plan of spots) of excavation based on prospecting data gathered by the applicant, a tentative scheme of mining for the first five years of the lease; (b) the details of geology and lithology of the area, the extent of manual mining and through machines; (c) annual programme and plan for excavation for five years; and (d) the plan of the area showing natural water courses; limit of reserved and other forest areas and density of trees, assessment of impact of mining activity of Forest, Land surface and

Environment including air and water pollution, and details of the scheme for afforestation, land reclamation, use of pollution control devices.(xC)Is the mineral going to be used in his own industry? If so, give full details.(xi)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 (description should be adequate for the purpose of demarcating the plot);(c)particulars of map of the leasehold with area applied for renewal clearly marked on it (attached);(d)particulars of existing or created dumps of ore, if any.(xii)Means by which the mineral is to be raised, i.e., by hand, labour or mechanical or electric power.(xiii)Manner in which the mineral raised is to be utilised:(a)for manufacture in India.(b)for exports of foreign countries;(c)in the former case the industries in connection with which it is required should be specified. In the latter case, the countries to which the mineral will be exported and whether the mineral is to be exported after processing or in raw form should be stated.(xiv)Details of output during the last three years and phased programme for production during the next three years along with a layout plan for development, if any.(xv)In case of coal, details of existing railway transport facility available and additional transport facility, if any required.(xvi)Any other particulars which the applicant wishes to furnish.I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, including accurate plans as required by you before the grant of renewal of the lease.Place :Date :Yours faithfullySignature and designation of the applicant.N.B. - If the application is signed by an authorised agent of the applicant. Power Attorney should be attached.

Form XXXModel Form for Transfer of Prospecting Licence[See Rule 21 (2) (a)]When the transferor is an individual.....This indenture made this.....day of.....20 between.....(Name of the person with address and occupation) (hereinafter referred to as the "transferor" which expression shall, where the context so admits, be deemed to include his heirs, executors, administrators, representatives and permitted assigns).When the transferees are more than one individual.....(Name of persons with address and occupation) and(Name of persons with address and occupation) (hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns).When the transferor is a registered firm.....(Name of the person with address of all the partners) all earning on business in partnership under the firm name and style of.....(Name of the firm) registered under the Indian Partnership Act. 1932 (9 of 1932) and having their registered office at.....(hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns).When the transferor is a registered company.....(Name of the Company) a company registered under(Act under which incorporated) and having its registered office at (Address) (hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the first part.ANDWhen the transferee is an individual(Name of the person with address and occupation) (hereinafter referred to as the "transferee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns).When the transferees are more than one individual(Name of the person 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 permitted assigns). 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 assigns). When the transferee is a registered company.....(Name of the Company) a company registered under.....(Act under which incorporated) and having its registered office at (Address) (hereinafter referred to as the "transferee" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the second part. AND The Governor of.....(hereinafter referred to as the State Government which expression shall where the context so admits be deemed to include the successors and assigns) of the third part. Whereas by virtue of an indenture of licence dated the and registered as No on (date) in the office of the Sub-Registrar of.....(place) (hereinafter referred to as licensor) the original whereof is attached hereto and marked 'A' entered into between the State Government (therein called the licensor) and the transferor (therein called the licensee), the transferor is entitled to search for the minerals in respect of.....(Name of mineral(s) in the lands described in the schedule thereto and also in schedule annexed hereto for the term and subject to the payment of prospecting and other fees and royalties and observance and performance of the licensee's covenant and conditions in the said deed of licence reserved and contained including a covenant not to assign the , license or any interest thereunder without the previous sanction of the State Government. And whereas the transferor is now desirous of transferring and assigning the licence to the transferee and the State Government has at the request of the transferor granted permission to the transferor vide order No.....dated.....to such a transfer and assignment of the licence 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 licence, 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 hereinafter recited licence in the same manner in all respects as if the licence had been granted to the transferee as the licensee 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 prospecting licence is being transferred vest in the State Government; (ii) the transferor hereby declares that he has not assigned sublet mortgaged or in any other manner transferred the prospecting licence now being transferred and that no other person or persons has

any right, title or interest where under in the present prospecting licence being transferred;(iii)the transferor further declares that he has not entered into or made any agreement contract or understanding whereby he has been or is being directly or indirectly financed to a substantial extent by or under which the transferor's operation or understanding were or are being substantially controlled by any person or body or persons other than the transferor;(iv)the transferee hereby declares that he has accepted all the conditions and liabilities which the transferor was having in respect of such prospecting licence;(v)the transferee further declares that he is financially capable of and will directly undertake prospecting operations;(vi)the transferee further declares that he has filed an affidavit stating that he has filed up-to-date income tax returns paid the income tax assessed on him and paid the income tax on the basis of self-assessment as provided in the Income Tax Act, 1961 (43 of 1961);(vii)the transferor has supplied to the transferee the original/certified copies of all plans of exploration and abandoned pits in the area and in a belt of 65 meters wide surrounding it;(viii)the transferee hereby further declares that as a consequence of this transfer the total area held by him under mineral concessions are not in contravention of Section 6 of the Mines and Minerals (Development Regulation) Act, 1957 (67 of 1957);(ix)The transferor has paid all the prospecting and other fees royalties and other dues towards Government till the date in respect of this licence.In witness whereof the parties hereto have signed on the date and year first above written.

Schedule 11

Location and area of the licenceAll that tract of lands situated at (Description of areas).....in (Pargana) in the DistrictSub-District.....Thana.....bearing Cadestral Survey Nos.....containing an area of..... or thereabout delineated on the plan hereto annexed and thereon coloured.....and bounded as follows:-On The North ByOn The South ByOn The East ByAndOn The West BySigned byFor and on behalf of the State Government in presence of

1.

2.

Signature of transferor in the presence of witnesses

1.

2.

Signature of transfereein the presence of

1.

2.

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