

# The Punjab Minor Mineral Concession Rules, 1964

HARYANA

India

## The Punjab Minor Mineral Concession Rules, 1964

### Rule

### THE-PUNJAB-MINOR-MINERAL-CONCESSION-RULES-1964 of 1964

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## Chapter I Preliminary

### 1. Short title.

- These rules may be called the Punjab Minor Mineral Concession Rules, 1964.

### 2. Definitions.

- In the rules, unless the context otherwise requires. --(a)'Act' means the Mines and Minerals (Regulations and Development) Act, 1957.(b)[,(c)] [[Clauses (b) and (c) omitted vide Legislative Supplement Part III dated 27.7.1969. Before omission these read as under : (b)'Minor Mineral' means building stones, gravel, ordinary clay, ordinary sand other than sand used for prescribed purposes and any other mineral which the Central Government may, by notification in Official Gazette, declare to be a minor mineral under clause (e) of section 3 of the Act.(c)'Building Stone' includes sand-stone, quartzite schists limestone, bajri, marble dolomite, slate and shale when used as building material.]](d)'Department' means the [Mines and Geology Department] [Substituted by Haryana Government Notification No. GSR 178/PR64/R53-89. dated 24.10.1989.] of the [Haryana] Government.(e)'Director' means the [Director of Mines and Geology] [Substituted by Haryana Government Notification No. GSR 178/PR64/R53-89 dated 24.10.1989.], [Haryana].(f)'Government' means the Government of the State of [Haryana.](g)'Mining lease'

means a lease to mine, quarry, bore, dig, and search for win, work and carry away any minor mineral specified therein.(h)'Presiding Officer' means the Director or any other Officer nominated or authorised by him for holding auction/calling tenders for contracts.(i)'Short term permit' means a permit granted by the Director to extract a certain quantity of mineral for the period specified in the permit.(j)'Contract' means a contract given on behalf of the Government to carry, win, work and carry away any mineral specified therein through open auction or by inviting tenders for certain specified areas, notified by the Director.(k)'Contractor' means a person or a party holding a contract under these rules.(l)'Schedule' means a Schedule appended to these rules.(m)'Form' means a form appended to these rules.(n)'Mining Officer' means an officer appointed by the Government to ensure enforcement of minerals rules and regulations at district level, holding charge of one or more districts;(o)[ "mining plan" means a mining plan prepared by mining lessees of minor mineral lease granted under these rules; [Clauses (o) (p) (q) and (r) added by Haryana Government Notification No. S.O. 143/C.A. 67/1957/S.15/2003 dated 8.12.2003.](p)"mining engineer" means a person appointed in writing by the owner or agent to perform the duties of a mining engineer under the Mines Act, 1952 (35 of 1952);(q)"authorised officer" means any officer of the Government duly authorized in writing by the Government to perform the functions under these rules;(r)all other words and expressions used in these rules but not defined shall have the same meaning as respectively assigned to them in the Mines and Mineral (Development and Regulation) Act, 1957 (67 of 1957) and rules framed thereunder.]

### 3. Exemption.

- Notwithstanding anything contained in these rules no rent, royalty or permit fee shall be charged for -(i)extraction of ordinary clay or ordinary sand by hereditary kumhars who prepare earthen pots on a cottage industry basis, whose turnover during a year does not exceed five thousand rupees.(ii)excavation of masonry stones and ordinary clay from areas which are not occupied by lessee or contractor, for bona fide personal requirements of the inhabitants of the area :Provided that excavation of limestone or kankar from the areas which are not occupied by a contractor or lessee, may be made by the members of Scheduled Castes, Scheduled Tribes, [Backward Classes and Agriculturist] [Substituted by Haryana Government Notification No. GSR10/C.A.67/1957/S.15/Amd/71 dated 17.2.1971.] whose monthly income does not exceed Rs. 150 per month and also the persons who want to build Dharamsala, Piao or other building for charitable or philanthropic purposes, under a permit, valid for two months issued by the Director or any person authorised by him in this behalf on payment of five rupees.

### 4. Supply of Minerals to Consumers.

- The contractors shall supply to consumers, or allow them to excavate building stone, limestone, kankar and bajri at the rates specified in the third schedule of these rules for their bona fide personal use or for the construction of buildings meant for charitable or philanthropic purposes.Note. - For purposes of sub-rule (ii) of rule 3 and rule 4, the mining officer concerned shall be the authority to decide whether a consumer is excavating the minor minerals for his personal bona fide use or not.

## Chapter II

# Grant of mining leases/contracts/short term permits in respect of land in which the minerals vest in the Government.

### A. Grant of Mining Leases

#### 5. Restriction on grant of mining lease.

(1)No mining lease shall be granted in respect of land within a distance of 60 meters from any village or national highway.(2)No mining lease shall be granted in respect of any such minor mineral as the Government may notify in this behalf. Such notification may be for the whole of Punjab or any part thereof.(3)[-] [Omitted by Haryana Government Notification No. SO110/C.A.67/1957/S.15/2001 dated 6.8.2001.]

#### 6. Certificate of approval.

- [-] [Omitted by Haryana Government Notification No. SO110/C.A.67/1957/S.15/2001 dated 6.8.2001.][7 to 9A.] [Rules 7 to 9A omitted by Haryana Government Notification No. S.O.153/CA67/157/S.15, dated 9.10.2001.]

#### 9B. [ Refund of application fee. [Omitted by Haryana Government Notification No. SO110/C.A.67/1957/S.15/2001 dated 6.8.2001.]

- [-]

#### 10. [ Grant of mining lease by auction. [Substituted by Haryana Government Notification No. SO153/CA67/1957/S.13, dated 9.10.2001.]

(1)Notwithstanding any thing contained in these rules, any minor mineral deposit may be granted on mining lease for a period of seven years by public auction.(2)The annual dead rent shall be determined by the highest bid offered in the auction and such dead rent shall be subject to enhancement upto 50% after the expiry of three years lease period.(3)Immediately after the completion of the auction, the highest bidder shall deposit 25% of the highest bid as security and dead rent for one month in advance.(4)After the acceptance of the highest bid and on execution of the mining lease deed or commencement of mining operation, whichever is earlier, the lessee shall be liable to pay monthly dead rent in advance by 7th of the every month which shall be adjusted against the royalty payable for that month by 7th of next month:Provided that the lessee shall be liable to pay the dead rent or royalty in respect of each minor mineral, whichever is higher.(5)Other terms and conditions of the lease shall be in accordance with rule 21 of the said rules.(6)The procedure relating to publication of auction notice in Haryana Government Gazette, publicity to auction through newspapers conducting of auction as contained in clauses (i), (ii), (iii), (v) and (vi) of Sub-rule (2) of Rule 30 of the said rules shall also apply to the auctions for grant of mining leases

of minor minerals.(7)In case any major mineral for which no lease has been given, is incidentally extracted while extracting minor minerals by the lessee, such major mineral shall be the property of the Government and lessee shall be under an obligation to stack and store it and maintain its proper record in accordance with the directions of the Director or an officer authorised by him.(8)In case it is detected that lessee has disposed off incidentally extracted major mineral referred to in Sub-rule (7) above in whole or part thereof or failed to maintain the record of stored mineral he shall be liable to penalties as specified in Sub-sections (1), (4) and (5) of Section 21 of the Mines and Minerals (Development and Regulation) Act, 1957 and determination of mining lease in term of clause (XVI) of Sub-rule (1) of Rule 21 of the said rules.][10A. Grant of mining lease on application in certain cases. -(1)Notwithstanding the manner of granting lease for minor mineral(s) provided under rule 10 above, where the Letter of Intent for grant of mining lease or mining leases for major mineral(s) under the Mines and Minerals (Development and Regulation) Act, 1957 and the Mineral Concession Rules, 1960, has been sanctioned prior to substitution of rule 10 of these rules vide Haryana Government, Mines and Geology Department, notification No. S.O. 153/CA/67/1957/S.15/2001, dated 9th October, 2001, and it is considered expedient by the Government, in the interest of harmonious, systematic mining and development of minerals to grant mining lease of minor mineral(s) available in the same area to the lessee of major mineral(s), then lessee shall submit an application for the grant of mining lease for minor mineral(s) in Form 'C'.

## 2.

(a)Every application for mining lease shall be accompanied with a fee of Rs. 5,000/- [non-refundable];(b)a valid clearance certificate of payment of mining dues, such as royalty or dead rent and surface rent payable under the Act or the rules made thereunder, from the Government or any officer or authority authorized by the Government in this behalf :Provided that in case the applicant is a partnership firm or a private limited company, such certificate shall be furnished by all partners of the partnership firm or, as the case may be, all members of the private limited company :Provided further that where any injunction has been issued by a court of law or any other competent authority staying the recovery of any such mining dues or income tax, non-payment thereof shall not be treated as a disqualification for the purpose of granting or renewing the said mining lease:Provided further that where a person has furnished an affidavit to the satisfaction of the Government stating that he does not hold and has not held a mining lease, it shall not be necessary for him to produce the said valid clearance certificate :Provided further that a properly sworn in affidavit stating that no dues are outstanding shall suffice subject to the condition that the certificate required as above shall be furnished within ninety days of the date of application and the application shall become invalid if the party fails to file the certificate within the said ninety days:Provided further that the grant of a clearance, certificate under sub-clause (b) shall not discharge the holder of such certificate from the liability to pay the mining dues which may subsequently be found to be payable by him under the Act or rules made thereunder;(c)an affidavit stating that the applicant has -(i)filed up-to-date income-tax returns;(ii)paid the income-tax assessed on him; and(iii)paid the income-tax on the basis of self-assessment as provided in the Income Tax Act, 1961.(3)The period of mining lease shall be co-terminous with that of period of lease of major mineral(s) but shall not exceed the period of seven years. If the mining lease of major mineral(s) still subsists at the time of expiry of period of seven years then the Government may

consider the renewal of mining lease of minor mineral(s) from time to time so that it co-terminates with the lease of major mineral(s).(4)In case the mining lease of major mineral(s) is renewed by the Government then it may consider the renewal of mining lease of minor mineral(s) on submission of application as prescribed in sub-rules (1) and (2) for a period or periods each not exceeding seven years so that it co-terminates with the period of lease of major mineral(s).(5)On grant/renewal of the mining lease mining lease deed shall be executed on Form 'F' on deposit of security in accordance with rule 16 of these rules within the period as prescribed under rule 19 of these rules".

## **11. Register of mining leases.**

- A register for mining leases shall be maintained in the office of the Mining Officer concerned in form 'E'.

## **12. Inspection of register.**

- The register of applications of mining leases shall be open to inspection by any person on payment of the following fee :-(i)Rs. 2 for the first hour or part thereof.(ii)Re. 1 per hour or part thereof for subsequent hours.

## **13. Area of Mining lease.**

(1)A mining lease may be granted for such area as the Government may deem fit;(2)No lessee by himself or with any person joint in interest with him shall ordinarily hold in aggregate more than [ten square kilometers] [Substituted for the words 'five square kilometers' by Haryana Government Notification No. S.O. 143/C.A. 67/1957/S.15/2003 dated 8.12.2003.] of area under lease in respect of one minor mineral within the State of Punjab :Provided that at the time of the renewal of the lease, the lessee shall be entitled to surrender any part of the area:[Provided further that the areas granted on mining lease by public auction shall not be added for the purpose of determining the total area of mining lease.] [Added by Haryana Government Notification No. S.O. 143/C.A. 67/1957/S.15/2003 dated 8.12.2003.]

## **14. Length and breadth of the area leased.**

- [(1)] [Rule 14 re-numbered as sub-rule (1) and sub-rule (2) added by GSR 239, dated 27th September, 1965.] The length of an area held under a mining lease, shall be rectangular as far as possible and shall not exceed four times its breadth :Provided that the Government may in any particular case relax the provisions of this rule.(2)[ An application for a mining lease shall relate to one compact area only.] [Rule 14 re-numbered as sub-rule (1) and sub-rule (2) added by GSR 239, dated 27th September, 1965.]

## 15. Boundaries below the surface.

- Boundaries of the area covered by a mining lease shall run vertically down-wards below the surface towards the centre of the earth.[16. Security Deposit. - The applicant shall, after the grant of mining lease to him, deposit security in the following manner for due observance of the terms and conditions of lease. He shall also offer one surety equal to the amount of security] [Substituted by Haryana Government Notification No. GSR 91/CA67/57/S.19/99, dated 9.9.1999.] :-

Area	Rate
1 For mining leases upto 50 hectares	___ Rs. 5 lacs.
2 For mining leases exceeding 50 hectares but not exceeding 75hectares.	___ Rs. 7.5 lacs.
3 For mining leases exceeding 75 hectares	___ Rs. 10 lacs.".

[16A. Refund of security. - On such date as the Government may elect within twelve calendar months after the determination of mining lease or any renewal thereof, the amount of the security deposit paid in respect of the mining lease and then remaining in deposit with the Government and not required to be applied for any purposes mentioned in the mining lease shall be refunded to the lessee(s). No interest shall run on the security deposit.] [Rule 16-A inserted by Notification No. G.S.R. 239, dated 27.9.1965.][17. Transfer of mining lease. - The lessee, may, with the previous sanction of the Government, assign, sublet or transfer his lease or any right, title or interest therein, to any person] [the words 'holding a valid certificate of approval' omitted by Haryana Government Notification No. SO110/C.A.67/1957/S.15/2001 dated 6.8.2001.], on payment of a fee of Rs. 100 to the Government.

## 18.

[-] [Rule 18 omitted by Haryana Government Notification No. SO.153/CA/67/1957/S.15, dated 9.10.2001.]

## 19. Lease to be executed within 3 months.

- Where a mining lease is sanctioned, the lease deed in Form 'F' shall be executed within three months of the order sanctioning the lease and if the lease is not executed within the aforesaid period, the order sanctioning the lease shall be deemed to have been revoked and the application fee [advance dead rent and security amount deposited at the time of auction] [Inserted by Haryana Government Notification No. S.O. 143/C.A. 67/1957/S.15/2003 dated 8.12.2003.] shall be forfeited to the Government :Provided that where the [Director] [Substituted for the Goods 'Government' by GSR48/CA67/57/S.15/85, dated 31.5.1985.] is satisfied that the applicant for the lease is not responsible for the delay in the execution of the lease deed, the [Director] [Substituted for the word 'Government' by GSR48/CA67/57/S.15/85, dated 31.5.1985.] may permit the execution of the lease deed after the expiry of the aforesaid period of three months.[19A. Mining plan. - (1) Every lessee shall prepare a mining plan along with mine closure plan and shall not commence mining operation in the area except in accordance with the mining plan approved by the authorized officer.(2)The owner, agent, mining engineer or manager of every mine shall review the mining plan as prescribed

in sub-rule (1) and shall submit scheme of mining for the next five years, of the lease, to the authorized officer for approval :Provided that if the remaining period of lease is less than five years, the scheme of mining along with mine closure plan, shall be submitted for such remaining period.(3)Where the mining operations have already been undertaken in the existing mining leases before the commencement of these rules, the holder of such mining lease shall also submit a mining plan along with mine closure plan within a period of thirty days from the commencement of these rules for approval before the authorized officer, who may approve the same as such or with such modification as he deems fit within a period of forty-five days, from the date of receipt of such application for approval of mining scheme.(4)A holder of a mining lease desirous of seeking modifications in the approved mining plan as are considered expedient, the interest of safe and scientific mining, conservation of minerals, or for the protection of environment, shall apply to the authorized officer in this behalf setting forth the intended modifications and explaining the reasons for such modifications.(5)If no decision is conveyed within a period of forty five days, the mining plan or modified mining plan or mining scheme, as the case may be, shall be deemed to have been provisionally approved and such approval shall be subject to the final decision whenever communicated :Provided that the lessee shall furnish financial assurance, amounting to Rs. 15,000/- per hectare of the mining lease area put to use for mining and allied activities. However minimum amount of financial assurance shall be one lakh rupees.] [Rule 19-A added by Haryana Government Notification No. S.O. 143/C.A. 67/1957/S.15/2003 dated 8.12.2003.]

## **20. Royalties in respect of mining leases.**

(1)The holder of a mining lease granted before the commencement of these rules, shall, notwithstanding anything contained in the instrument of lease of in any law in force at such commencement, pay royalty in respect of any mineral removed by him from the leased area after such commencement, at the rates for the time being specified in the First Schedule in respect of that minor mineral.(2)The Government may, by notification in the official Gazette, amend the First and Third Schedules so as to enhance or reduce the rate at which the royalty shall be payable in respect of any minor mineral with effect from such date as may be specified in the notification, either in respect of the whole State or any specified area :[-] [Proviso omitted by Legislative Supplement Part III dated 14.8.1967.]

## **21. Conditions of mining lease.**

(1)Every mining lease shall be subject to the following conditions. -(i)(a)The lessee shall pay royalty on minor minerals dispatched from the leased area at the rates specified in the First Schedule :Provided that the lessee shall pay royalty at such revised rates as may be notified from time to time.[-] [Second proviso omitted by Haryana Government Notification No. G.S.R. 148/C.A.67/57/S.15/98 dated 29.12.1998.](b)For calculating the royalty the lessee shall submit half-yearly returns for periods ending 30th September, and 31st March, in Form 'G'.(ii)The lessee shall pay for the surface area occupied by him at such rates not exceeding land revenue, water charge and cesses assessable on the land as may be fixed by the Government and specified in the lease deed.(iii)The lessee shall also pay for every year, such yearly dead rent within the limits specified in second Schedule as may be fixed by the Government and if the lease permits the

working of more than one minor mineral in the same area the Government may charge separate dead rent in respect of each minor mineral: Provided that the mining of one minor mineral does not involve the mining of another minor mineral : Provided further that the lessee shall be liable to pay the dead rent or royalty in respect of each minor mineral whichever is higher in amount but not both : [Provided further that the lessee shall pay in advance 50 per cent of the annual dead rent at the time of execution of the agreement and also in the subsequent years on dates fixed in the lease for payment of the dead rent/royalty. This amount shall be adjustable against the dead rent/royalty payable by the lessee at the end of the year.] [See Legislative Supplement Part III dated 14.4.1972.] [Provided further that where mining lease is granted by public auction annual dead rent would be determined in the auction as per the highest bid.] [Proviso added by Haryana Government Notification No. SO 157/CA9/67/1957/S.13, dated 9.10.2001.].(iv)[if any minor mineral] [Substituted by GSR 239, dated 27th September, 1965.] not specified in the lease is discovered in the leased area, the lessee shall report the discovery without delay to the Government and shall not win or dispose of such minor mineral without obtaining a lease within six months from the discovery of the minor mineral the Government may give the lease in respect of such mineral to any other person.(v)Unless the Government, for sufficient reasons permits otherwise, the lessee shall commence mining operations within six months from the date of [execution of] [Substituted for 'execution' by *ibid.*] the lease and shall thereafter conduct such operations in a proper, skillful and workman-like manner.Explanation. - For the purpose of this clause 'mining operation' shall include the erection of machinery, laying of a tramway or construction of a road in connection with the working of the mine.(vi)The lessee shall at his own expense, erect and at all times maintain and keep in good repairs boundary marks and pillars according to the plan annexed to the lease.(vii)The lessee shall not carry on, or allow to be carried on any mining operations at any point within a distance of 75 meters from any railway line, except under and in accordance with the written permission of the railway administration concerned, or bridges or 60 meters from national highway or 50 meters from any reservoir, tank, canal, roads or other public works or buildings or inhabited sites except under and in accordance with the previous permission of the Government. The Railway Administration or the Government may, in granting such permission, impose such condition as it may deem fit : Provided that except in cases of ordinary sand, no mining operations shall be carried on within 50 meters of any river banks : [Provided further that in case of mining lease of saltpetre, the lessee may carry on, or allow to be carried on the extraction of saltpetre at any point beyond a distance of 10 metres from any railway line, national highway, reservoir, tank, canal, road or other public works or buildings etc.] [Further proviso added by dated 11.4.1969.][Provided further, where the continuance of any mining operations in any area, in the opinion of the State Government, is likely to endanger the safety of any National or State High-way, Road, bridge, drainage, reservoir, tank, canal or other public works; or public or private buildings, Government may determine the lease after giving one month's notice to the lessee in this behalf. The lease shall stand determined on the date mentioned in the notice] [Proviso added by GSR99/CAG/57/S.15/Amd, dated 14.9.1979.].(viii)The lessee shall keep correct accounts showing the quantity and other particulars of all minerals obtained from the mines and the number of persons employed therein, and a complete plan of the mine and shall allow any officer authorised by the Central and State Government in that behalf, to examine at any time any accounts and records maintained by him, and shall furnish the Central and State Government with such information and returns as it may require.(ix)The lessee shall allow existing and future licensees or lease- holders or contractors of any land which is



comprised in or adjoins or is reached by the land, held by the lessee, reasonable facilities for access thereto.(x)The lessee shall allow any officer, authorised by the Government or the Central Government to enter upon any building excavation or land comprised in the lease for the purpose of inspecting the mines.(xi)The lessee shall -(a)submit by the 10th of every month to the Director and also to other officer(s) specified in the lease deed, a return in Form 'H', giving the total quantity of minor mineral(s) raised and dispatched from the leased area in the preceding calendar month and its value;(b)also furnish by the 15th April, every year to the Director and the other officer, specified in the lease deed, a statement giving information in Form 'T' regarding quantity and value of minor mineral(s) obtained during the last financial year, average number of regular labourers employed (men and women separately), number of accidents, compensation paid and number of days worked separately).(xii)The lessee shall strengthen and support to the satisfaction of the Railway Administration or the 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, bridge, national highway, reservoir, tank, canal, road or any other public works or buildings.(xiii)If the lessee or his transferee or assignee does not allow entry or inspection under clause (x) the Government may cancel the lease and forfeit in whole or in part the security deposit, paid by the lessee under rule 16.(xiv)The Government shall from time to time and at all times during the term of the lease have the right (to be exercised by notice in writing to the lessee) of pre-emption of the said minor minerals and all products thereof lying in or upon the said lands hereby demised or elsewhere under the control of the lessee and the lessee shall deliver all minor minerals or products thereof to the Government at current market rates in such quantities and in the manner at the places, specified in the notice exercising the said right.(xv)The Government may by giving six months' prior notice in writing determine the lease if the Government considers that the minor mineral(s) under the lease is required for establishing an industry beneficial to the public :Provided that in the state of national emergency or War the lease may be determined without giving such notice;(xvi)The Government shall have the right to determine the lease after serving a notice on the lessee to pay the dues within thirty days from the date of receipt of the notice. If the dead rent or royalty or surface rent reserved or made payable by the lessee is not paid within fifteen days next after the date fixed in the lease for payment of the same. Government or any other officer authorised by it in this behalf may also at any time after serving the aforesaid notice, enter upon the said premises and distrain all or any of the minor minerals or movable property therein and may carry away, detain or order the sale of the property so distrained, or so much of it as will suffice for the satisfaction of the rent or royalty due and all costs and expenses occasioned by the non-payment thereof.(xvii)The lessee shall immediately give to : (1)The Chief Inspector of Mines, Government of India, Dhanbad.(2)The Director, Indian Bureau of Mines, Government of India, Nagpur.(3)The District Magistrate of the District in which the mine is situated,\_\_\_\_\_ a notice in writing in Form 'J' as soon as --(a)the working in the mine extend below superjacent ground; or(b)the depth of any open cast excavation measured from its highest to the lowest point reaches six meters; or(c)the number of persons employed on any day is more than 50; or(d)any explosives are used.(xviii)(1) When mining lease is granted by the Government arrangements shall be made, if necessary, at the expense of the lessee, for the survey and demarcation of the area granted under the lease. The lessee shall have to bear actual expenses of the staff deputed for the work. Actual expenses shall include travelling allowance, daily allowance and salary of the staff plus 10 per cent as instruments charges.(2)The mining lease may contain such other conditions as the Government may deem necessary in regard

to the following namely :-(i)the time limit, mode and place of payment of rents and royalties;(ii)the compensation for damage to the land covered by the lease;(iii)the felling of trees;(iv)the restriction of surface operations in any area prohibited by any authority;(v)the notice by lessee for surface occupation;(vi)the facilities to be given by the lessee for working other minor minerals in the leased area or adjacent areas;(vii)the entering and working in a reserved or protected forest;(viii)the securing of pits and shafts;(ix)the reporting of accidents;(x)the indemnity to Government against claims of third parties;(xi)the maintenance of sanitary conditions in the mining area;(xii)The forfeiture of property left after determination of the lease;(xiii)the delivery of possession over lands and mines on the surrender, expiration or determination of the lease; and(xiv)the power to take possession of plant, machinery, premises and mines in the event of war or emergency.(3)The mining lease may contain any other special conditions as may be specified by the Government.

## 22. Rights of lessee.

- Subject to the conditions mentioned in rule 21 the lessee, with respect to the land leased to him, shall have the right for the purposes of mining operations on that land to -(i)work the mines;(ii)sink pits and shafts and construct building and roads;(iii)erect plant and machinery;(iv)quarry and obtain building and road materials and make bricks but not for sale;(v)use water and take timber;(vi)use land for stacking purposes;(vii)do any other thing specified in the lease.

## 23. Right to determine lease.

- The lessee may determine the lease at any time by giving not less than six calendar months' notice in writing to the Government after paying all outstanding dues of the Government.[B. Grant of Permits] [Substituted by Haryana Government Notification No. G.C.R.60/C.A. 67/57/S.15/89, dated 10-7-1989 for the words 'Grant of Short term Permits'.][[24. Grant of quarrying permits. - [(1) Notwithstanding anything contained in these rules, the Director or any other officer authorised by him in this behalf, may grant permit in Form 'K' for any specified [land not leased out or given on the contract] [Clause (1) substituted by Haryana Government Notification No. G.S.R. 148/C.A. 67/57/S.15/98 dated 29th December 1998.] to anybody within the limits of the State of Haryana for any minor mineral for a period not exceeding thirty days under any one permit on payment of such royalty as shown in the first schedule to these rules.] [Rule 10-A added by Haryana Government Notification No. S.O. 143/C.A. 67/1957/S.15/2003 dated 8.12.2003.](2)In case the number of persons applying for the grant of a permit in respect of any quarry is more than one, the person who offers to excavate the largest quantity of mineral shall be given the permit :Provided that the grant of such permit may be refused for reasons to be recorded in writing :[Provided that quarrying permits in form 'K1' shall be issued for a period of two years in case of brick earth, minor mineral, used for the manufacture of bricks by brick kiln owners on payment of fixed royalty specified in column 2 for different categories of brick kilns given in Column I of the following table :-Table

Category of brick kiln	Annual royalty (Rs.)
1	2
A. (Brick Kiln of capacity 28 ghoris or more of	[12,000] [Substituted by Haryana Notification

Kachibricks).	No. GSR94/CA67/1957/S.15/99 dated 16.9.1999.]
B. (Brick kiln of capacity 22 to 27 ghoris of kachi bricks).	[10,000] [Substituted by Haryana Notification No. GSR94/CA67/1957/S.15/99 dated 16.9.1999.]
C. (Brick kiln of capacity below 22 ghoris of kachi bricks).	[8,000] [Substituted by Haryana Notification No. GSR94/CA67/1957/S.15/99 dated 16.9.1999.]
D. (Brick kiln not fired during the year in which stock in and outside the kiln as on the 1st day of April does not exceed five lakhs of bricks of all categories).	[25,00] [Substituted by Haryana Notification No. GSR94/CA67/1957/S.15/99 dated 16.9.1999.]

Note :- In case of closure of a brick kiln, the brick kiln owner shall inform the General Manager/Mining Officer, District Industries Centre concerned in writing within thirty days of the closure of the kiln or 31st March next, whichever is earlier. Such brick kiln shall be placed in category 'D' from the next year only if the stock of all types of bricks in or outside the kiln at the close of the year does not exceed five lakh bricks. Explanation. - "Ghori" is a vertical column of bricks of width equalling the length of a brick separated from the next similar vertical column by a distance of about 4 inches to 5 inches, and "number of ghoris" is the number of vertical columns of bricks capable of being accommodated between the inner and outer wall of the vessel of a brick kiln along its width.] [Substituted vide Haryana Notification No. G.S.R. 60/C.A. 67/57/S. 15/89, dated 10th July, 1989.]

## 25. Application for quarrying permits.

(1) An application for grant of quarrying permit shall be made to the Director or any other Officer authorised by him in this behalf. It shall bear court fee stamp of one rupee and shall contain the following particulars :-(i) Name, address and the profession of the applicant; (ii) Quantity of the minor mineral(s) for which permit is required; (iii) Name of the minor mineral(s) to be extracted and removed; (iv) Description (i.e. name of Village(s) area and Khasra Nos.) of the land from which the minor mineral is to be extracted and removed. (v) Purpose for which the minor mineral is to be used. [Provided that application for the grant of quarrying permit for brick earth shall be made to the General Manager, District Industries Centre of the district where the land from which brick earth is to be extracted is situated and shall be accompanied by the following documents :-(i) an affidavit by the applicant stating the details of the land, i.e. revenue estate, khasra numbers, etc., from where he proposes to extract the brick earth and also that he has obtained the consent of the land owner for extraction of earth from the land. The affidavit should be attested by an Oath Commissioner; (ii) [-] [Omitted by Haryana Government Notification No. G.C.R. 60/C.A. 67/57/S.15/89, dated 10-7-1989.] (iii) a copy of the partnership-deed/Article of Memorandum in case of applicant is a partnership firm or company, as the case may be. [The application shall be accompanied by a fee of Rs. 200. Where the applicant's quarrying permit is refused, the fee shall be refunded.] [Proviso added by Haryana Government Notification No. G.S.R. 26/C.A. 67/57/S.15/89, dated 16th February, 1989.] (2) [In case the occupier or owner of the land refuses his consent to the exercise of the rights

and powers reserved to the Government and transferred under the permit, the holder shall report the matter to the Collector of the district concerned who shall direct the occupier or the owner to allow the permit holder to enter the said land and to carry on such mining or quarrying operations as may be necessary for the working of the mine/quarry, on deposit, with the Collector, in advance, a sum equal to ten per cent of the amount of royalty paid under the permit, as tentative compensation, subject to its final fixation by the Collector in accordance with the principles laid down in the Land Acquisition Act, 1894] [Inserted by Haryana Government Notification No. G.S.R.135/CA.65/57/S.15/Amd(2), dated 20.7.1977.]. Every application shall be accompanied by a fee of Rs. 10. Where the application for a quarrying permit is refused, the fee shall be refunded.

## **26. Conditions on which the quarrying permit shall be granted**

:- (a) Every quarrying permit granted under these rules shall contain a condition that the depth of the pit below the surface shall not exceed [twenty feet in virgin areas where mining operation to some depth have not been carried out; provided that mining operation is done by forming benches so that their height does not exceed nine feet, and the width of the bench is not less than the height of the bench] [Substituted for the words 'three feet' by Haryana Government Notification No. S.O. 143/C.A. 67/1957/S.15/2003 dated 8.12.2003.]. (b) Any quarrying permit granted under these rules may contain such other conditions as the officer granting the permit may deem necessary in regard to the following: (1) The limit, mode and place of payment of rates and royalties; (2) Compensation of damage to the land covered by the permit; (3) Felling of trees; (4) Restriction of surface operations in any area, prohibited by any authority; (5) Entering and working in any reserved or protected forest; (6) Reporting all accidents; (7) Indemnity to Government against claim of third parties; (8) Period within which the minor mineral shall be extracted and removed and delivery of possession over lands on the expiry of such period or on removal of the quantity of the minor mineral for which the permit is valid; (9) [Deposits of security in the relevant head of account for the fulfillment of the Conditions of the permit] [See Legislative Supplement Part III, dated 22.4.1966.]. (10) [Release of security by the authority issuing permit after having satisfied that the permit holder has fulfilled all the conditions of the permit satisfactorily.] [Punjab Notification No. GSR 213/CA 67/57/515 Amd 2(651), dated 2.9.1965.]. (c) [In case the permit holder has not been able to remove, for any reason whatsoever, the whole or any part of the mineral for which he obtained permit, he shall not be entitled to claim the refund of royalty or any part thereof.] [Inserted vide Haryana Government Notification No. GSR35/CA 65/57/S. 15, dated 20.7.1977.]

## **27. Forfeiture of property left after cancellation of the permit.**

- In case of breach of any of the conditions subject to which the permit is granted, the Director may cancel it. On cancellation of the permit, the quarried material lying on the land from which they are extracted shall become absolute property of the Government.

C. Grant of Contracts

## **28. Grant of contracts by auction or tender.**

- [(1) Contracts may be granted by the Government by auction or by tender for a period extending upto five years. Provided that the Government after having been satisfied that the contractor has

fully executed the contract according to its terms and conditions and provisions relating to safety and welfare of the labour employed in the quarries as provided in the Mines Act, 1952 and rules and regulations framed thereunder, have been complied with, it may extend the contract for a period not exceeding two years :Provided further that no extension shall be given in respect of the contract of quarrying of mines which are exempted under section 3 of the Mines Act, 1952.(2)The amount to be paid annually by the contractor to the Government shall be determined in auction or by tender to be submitted for acceptance to the authority competent to grant the contract :Provided that in case the contract is extended under sub-rule (1) then the Government shall have the right to enhance the annual contract money to the extent it considers appropriate.] [Sub-Rules (1) & (2) Substituted vide G.S.R. 33/CA 67/57/S.15/84, dated 26.4.1984.](3)Contract shall be granted only in such cases as the Government may, by general or special order, direct.(4)[ (a) The contractor shall submit a monthly return in respect of minor minerals other than saltpetre, in Form 'O' by the 10th of each month to the Director and to the District Industries Officer concerned, giving the total quantity of minor mineral(s) raised and despatched from the specific area out of the area under contract in the preceding calendar month, and its value and such other information relating to the contract as may be called for by the Director.(b)The contractor shall submit a return in respect of saltpetre in form 'OO' by the 10th October every year to the Director and to the District Industries Officer concerned, giving the total quantity of saltpetre raised and despatched from the specific area out of the area under contract during the period from the commencement of the contract to the 30th September next following and the quantity likely to be raised and despatched during the month of October following immediately, and its value, separately, and such other information relating to the contract as may called for by the Director].(5)[ The contractor may determine the contract at any time by giving not less than three calendar months notice in writing to the Government after paying all outstanding dues of the Government :Provided that the security deposited at the time of auction shall be forfeited] [Added by Haryana Government Notification No. S.O. 143/C.A. 67/1957/S.15/2003 dated 8.12.2003.].[28A. Discovery of minor mineral. - If any minor mineral not specified in the lease/contract is discovered in the already leased/contracted area, the lessee/contractor shall report the discovery of such mineral without any delay to the Government and shall not win or dispose off without obtaining the permission of the Director or any other officer authorized by him in this behalf who may grant him such permission in Form K for the disposal of certain quantity of such newly discovered minor mineral for a period not exceeding thirty days, at one time, on payment of such advance royalty of such quantity at such rate as specified in the First Schedule and other amounts as specified in Form 'K'. The royalty payable on the newly discovered mineral shall be in addition to the dead rent/royalty/contract money for the mineral already granted on lease/contract :Provided that in case lessee/contractor further applies for disposal of such mineral, and the Director or any other officer authorized by him is satisfied that such minor mineral is still available in the area, he may further grant subsequent permission :Provided further that the grant of such permit may be refused for reasons to be recorded in writing :Provided further that lessee/contractor shall carry out mining operations in the area as per provisions of lease deed/contract agreement executed, in Form 'F', or Form 'L', as the case may be.] [Rule 28-A added by Haryana Government Notification No. S.O. 143/C.A. 67/1957/S.15/2003 dated 8.12.2003.]

## 29. Power of the Presiding Officer.

- The Presiding Officer may reject or accept any bid or tender without assigning any reason to the bidders or tenderers. Where the highest bid or tender is rejected; the reason shall, however, be reported to the Government.

## 30. Period of contract.

(1) Each contract will ordinarily be auctioned for a period of three years unless the period is specifically stated. The successful bidder will be informed of the auction in his favour. (2) The auction shall be notified - (i) on the notice board of Directors, Mining Officers and at least in one newspaper having wide circulation in the locality nearest to the area in question, in the regional language; (ii) in the [Haryana] Government Gazette by publishing the auction notice [at least ten days] [Substituted by Haryana Government Notification No. GSR45/C.A.67/1957/S.15/(1) Amd/74 dated 24.4.1974.] before the date of auction and it shall mention the terms and conditions of the auction of the contract. A copy of the auction notice shall be sent to the local authority having jurisdiction over the area in question for giving wide publicity in the area; (iii) the terms and conditions and description of the contract shall be read out to the intending bidders at the time of auction. The intending bidders shall deposit such earnest money as may be fixed by the Director. In each case such amount shall be notified in the Government Gazette; [(iii-A) No person shall be entitled to participate in an auction unless he produces a certificate from General Manager, District Industries Centre or Mining Officer of the District in which the quarry is situated or furnishes an affidavit sworn before any Magistrate to the effect that no amount of contract money, royalty, dead rent or surface rent in respect of any mining lease or mineral concession held by him, or in respect of any recovery certificate issued by the Director of Industries in terms of rule 53, is outstanding against him : [Added by Haryana GSR.125/CA 69/57/S. 15/80, dated 3.12.1980.] Provided that where any injunction has been issued by a court of law or any other competent authority staying the recovery of any such amount the non-payment thereof shall not be treated as a disqualification for purposes of participation in an auction] [Substituted by Haryana Government Notification No. G.S.R.15/CA65/57/S.15/79 dated 15.2.1979.]. (iv) no bid shall be regarded as accepted unless confirmed by Government. On completion of the auction the result will be announced and provisionally selected bidder shall immediately deposit 25 per cent amount of bid for one year [as security and shall offer one surety solvent in the sum of his bid for the whole contract for due observance of the terms and conditions of the contract. He shall also deposit immediately the following amounts as advance contract money [Substituted by Haryana Government Notification GSR 122/CA67/51/S. 15/Amd(1), dated 1.7.1977.] :- Where the bid amount for one year -

- |   |                                     |
|---|-------------------------------------|
| (a) does not exceed rupees one thousand                             | Whole of such amount                |
| (b) exceeds rupees one thousand but does not exceed rupees fivelakh | Twenty five percent of such amount. |
| (c) exceeds rupees five lakh  | 1/12th of such amount;              |

[Provided that under special circumstances Director may fix the amount to be deposited at the time of auction as security and advance contract money subject to the condition that total amount to be

deposited at the time of auction shall not exceed 50% of the annual bid amount in the auction.] [Inserted by Haryana Government Gazetted Notification No. S.O. 54/C.A. 67/1957/S. 15/2000, dated 24th March, 2000.][Provided further that when Director/Additional, Joint Director of Industries/[State Mining Engineer] [Added by Haryana Government Notification No. GSR 49/CA 67/57/S. 15, dated 28.4.1980.] [State Geologist] [Added by Haryana Government Notification No. SO104/C.A.67/57/S.15/96 dated 23.7.1996.] acts as Presiding Officer, he may subject to the direction of the Government as may be issued to him from time to time accept the bid.][Provided further that in case the surety offered by the contractor during the subsistence of the contract is not found solvent, the contractor shall offer another solvent surety and a supplementary deed to this effect will be executed.] [Added by Haryana Government Notification No. S.O.95/C.A. 67/57/S.15/93 dated 12.11.1993.](v)the earnest money shall be refunded immediately at the completion of the auction to all excepting the person whose bid is provisionally accepted. The earnest moneys shall be adjusted against the security under clause (iv);[Provided that if the highest bidder whose bid is provisionally accepted withdraws his bid, the amount of earnest money deposited by him shall stand forfeited.] [Added by Haryana Government Gazetted Notification No. G.S.R. 63/C.A. 67/1957/S. 15/97, dated 31st July, 1997.](vi)misbehaviour by bidder during auction can be punished by forfeiting his earnest money or removal or if necessary, by debarring him for a period of three years from any future auction under these rules, at the discretion of the Presiding Officer.

### 31. Procedure for calling tenders.

(1)The tenders shall be invited through the [Haryana] Government Gazette and at least in one newspaper having wide circulation in the locality nearest to the area in question in the regional language and shall be displayed on the notice boards of the Director, Mining Officers and all District Industries Officers. The notification shall be published [at least ten days] [Substituted by Haryana Government Notification No. GSR 45/C.A.67/1957/S.15/(1) Amd/74 dated 24.4.1974.] before the date of tender and it shall mention the terms and conditions of the tender and the contract. A copy of the notification shall be sent to the local authority, having jurisdiction over the area in question. Every tender shall be submitted to the Director or any other officer authorised by him in this behalf, in a sealed cover superscribed with the relevant details of the contract.(2)Every tender shall be accompanied with earnest money in cash or crossed payment draft in favour of the Director, the amount of which shall be fixed by the Director in each case and it shall be mentioned in the aforesaid notification. No tender shall be recorded as accepted unless approved by the Government.(3)Tenders shall be opened in the presence of tenderer or tenderers who may be present at the notified time for opening the tender. The tenderer who is provisionally selected shall deposit 25 per cent of the amount of the tender for one year [as security and shall offer one surety solvent in the sum of his tender for the whole contract for due observance of the terms and conditions of the contract. He shall also deposit immediately the following amounts as advance contract money] [Substituted by Haryana Government Notification No. GSR122/C.A.67/1957/S.15/(1) Amd/77 dated 1.7.1977.] :-Where the amount of the tender for one year -

(a) does not exceed rupees one thousand

Whole of such amount

- |     |  |                                     |
|-----|--|-------------------------------------|
| (b) | exceeds rupees one thousand but does not exceed rupees fivelakh. | Twenty five percent of such amount. |
| (c) | exceeds rupees five lakh   | 1/12th of such amount.]             |

[Provided that in case the surety offered by the contractor during the subsistence of the contract is not found solvent, the contractor shall offer another solvent surety and a supplementary deed to this effect will be executed.] [Added by Haryana Government Notication No. S.O.95/C.A.

67/57/S.15/93. dated 12.11.1993.](4)The earnest money shall be refunded within a period of three months from the date to final decision of the tenders excepting the person whose tender is accepted.

The earnest money of the successful tenderer shall be adjusted against security under clause

(3).(5)Misbehaviour of any tenderer during the course of offering tenders can be punished by forfeiting his earnest money or rejecting his tender, if necessary, debarring him for a period of three years from offering tender in future under these rules, at the discretion of the Director.

**32. [ Terms and conditions for payment. - (1) The balance amount of contract money, after adjustment of the initial amount deposited at the time of auction in terms of rules 30(2)(iv) and 31(3), shall be deposited in advance in the manner given below on the dates mentioned in the agreement :-**

Where the annual contract money -

- |     |   |    |   |
|-----|---|----|---|
| (a) | does not exceed rupees one thousand                             | -- | in annual instalment on the 1st day of April every year.  |
| (b) | exceeds rupees one thousand but does not exceed rupees fivelacs | -- | in equal quarterly instalments on the 1st day of January, 1st day of April, 1st day of July and 1st day of October, every year. |
| (c) | exceeds rupees five lacs  | -- | in equal in monthly instalments on the 1st day of each calendar month   |

(2)If the contractor fails to pay any instalment of contract money or part thereof due to the Government under the terms and conditions of the contract on due without written permission of the Director in that behalf, he will be liable to pay interest thereon at the rate of [twenty four percent] [Substituted by Haryana Government Notification No. GSR.30/CA67/57/S.15/91, dated 17.5.1991.] per annum till such amount is paid :Provided that no interest shall be payable if the amount is paid within three days from the due date in case the annual contract money does not exceed five lacs and within seven days in case the annual contract exceeds five lacs.]

**32A. [ Payment of balance money - Notwithstanding anything contained in clauses (b) and (c) of sub-rule (1) of rule 32, in case of contract of saltpetre, the balance amount shall be deposited by the contractor on or before the 15th of May, of the year to which the contract pertains] [Substituted by Haryana Government Notification No. G.S.R.15/CA65/57/S.15/79 dated 15.2.1979].**



### **33. Execution of contract.**

- When a bid is confirmed or a tender is accepted, the bidder or tenderer shall execute a deed in Form 'L' [and Form 'N' (in the case of Saltpetre contract)] [Substituted by Legislative Supplement Part III, dated 7.12.1971.]. The execution of the deed shall be made within [one month] [Substituted by Haryana Legislative Supplement Part III dated 7.12.1971.] from the date of communication of acceptance of bid or tender to the bidder or tenderer and if no such contract is executed within the aforesaid period, the order accepting the bid or tender shall be deemed to have been revoked and the amounts paid under rule 30(2)(iv) or (3) as the case may be, shall be forfeited to the Government :Provided that where the Government or any officer authorised by it to accept bid or tender on its behalf, is satisfied that the bidder or tenderer is not responsible for the delay in the execution of the contract, the Government or other officer, as the case may be, may permit the execution of the contract within a reasonable time after the expiry of the aforesaid period of [one month] [Substituted by Legislative Supplement Part III, dated 7.12.1971.]. [Provided further that in cases where the highest bids are accepted on the spot, the execution shall be made within 10 days from the date of acceptance of the bid] [Substituted by Haryana Government Notification No. GSR69/C.A.65/1957/S.15/84 dated 21.9.1984.].

## **Chapter III**

### **Grant of mineral concession in respect of minor minerals in respect of land in which minor minerals vest in a person other than the Government.**

#### **34. Applicability of this Chapter.**

- The provisions of this Chapter shall only apply to the grant of mining lease in respect of the land in which the minor minerals vest exclusively in a person other than the Government.

#### **35. Restrictions on the grant of mining lease.**

(1) No mining lease shall be granted to any person unless he -(a)[-] [Omitted by Haryana Government Notification No. SO110/C.A.67/1957/S.15/2001 dated 6.8.2001.](b) produces an income-tax clearance certificate from the Income-Tax Officer concerned.(2) Except with the previous approval of the Government, no mining lease shall be granted to any person who is not an Indian national.[-] [Explanation omitted by Haryana Government Notification No. SO110/C.A.67/1957/S.15/2001 dated 6.8.2001.]

#### **36. Renewal of mining lease.**

- A mining lease may be renewed by the grantor for one or two periods each not exceeding the period for which the mining lease was originally granted.

### **37. Conditions of mining lease.**

- Every mining lease shall be subject to the following conditions :-(i)The provisions of rules 15, 18(3), 20, clauses (i) to (xv), (xvii) and (xviii) of rule 21(1) and 21(2) shall apply to such leases with the modification that the word "Government" occurring in clauses (ii) to (iv) and (xviii) of sub-rule (1) of rule 21 shall be substituted by the word 'lessor'.(ii)The lease may contain such other conditions not being inconsistent with the provisions of these rules, as may be agreed upon between the parties.(iii)The period for which a mining lease may be granted shall be five years in the first instance, unless the Government allows a longer period not exceeding ten years.(iv)If the lessee makes any default in payment of royalty as required by rule 21(1)(i) or commits a breach of any of the conditions of the lease, the lessor shall give notice to the lessee requiring him to pay the royalty or remedy the breach, as the case may be within thirty days from the date of receipt of the notice and if the royalty is not paid or the breach is not remedied within such period the lessor without prejudice to any proceeding that may be taken against the lessee, determine the lease.(v)The lessee may determine the lease at any time by giving not less than six calendar months' notice in writing to the lessor after paying all outstanding dues to the latter.(vi)The lessee shall furnish a bank guarantee of Rs. 1.000 to the lessor for due observance of the terms and conditions of the lease, before the execution of the lease deed.

### **38. Transfer or assignment.**

- No mining lease or any right, title or interest in such lease shall be transferred to a person unless [he produces an income-tax clearance certificate from the Income-tax Officer concerned.] [The words 'he holds a certificate of approval in Form 'B' from the Government and unless' omitted by Haryana Government Notification No. SO110/C.A.67/1957/S.15/2001 dated 6.8.2001.]

### **39. Communication of transfer or assignment.**

- Every transferee or assignee of a mining lease or any right, title or interest therein shall, within one month of such transfer or assignment inform the Government of the transfer or assignment and of the terms and conditions of such transfer or assignment. He shall also furnish to the Government a certified copy of the transfer deed in duplicate.

### **40. Submission of copy of lease.**

- Every person, obtaining a mining lease, shall within three months of the grant of such lease, submit to the Government a certified copy of the lease in duplicate.

### **41. Prohibition of premium.**

- No person granting or transferring a mining lease or any right, title or interest therein, shall charge or pay any premium in addition to or in lieu of surface rent, dead rent or royalty payable under these rules or such proportionate part of such rent or royalty as is payable in respect of such right, title or

interest.

#### **42. Prohibition of working of mines.**

- If the Government has reason to believe that the grant or transfer of mining lease or any right, title or interest in such lease is in contravention of any of the provisions of this chapter, the Government may, after giving the parties an opportunity to represent their views, direct the parties concerned not to undertake mining operations in the area to which the lease relates.

#### **43. Returns and statements.**

- The holder of a mining lease shall furnish to the Government such returns and statements and within such period as may be specified by it.

#### **44. Grant of short term permit.**

- The provisions of rules 24, 26, and 27 shall also apply in this case with the modification that the words 'Director' and 'Government' occurring in these rules shall be substituted by the word 'lessor'.

#### **45. Penalty.**

(1) If the holder of a mining lease [or a short term permit or the transferee or assignee of such mining lease or short term permit] [See Legislative Supplement Part III dated 14.9.1977.] fails, without sufficient cause, to furnish the documents, information and returns, called for by the Government, he shall be punishable with imprisonment for a term which may extend to six months or with fine which may extend to one thousand rupees or with both. (2) If any person grants or transfers or obtains a mining lease [or a short term permit or any right, title, or interest in such mining lease or short term permit] [See Legislative Supplement Part III dated 14.9.1977.] in contravention of any of the provisions of this chapter, he shall be punishable with imprisonment which may extend to six months or with fine which may extend to one thousand rupees or with both.

### **Chapter IV**

### **Review and Delegation of Powers**

#### **46. Delegation.**

- The Government may, by notification in the official Gazette, direct that any powers exercisable by the Director under these rules may also be exercised, in such cases and subject to such conditions, if any, as may be specified in the notification, by an officer of the Directorate of Industries, as may be specified therein.

## **47. Appeal when allowed.**

- [(1) Any person aggrieved by an order of the Director, - (i) cancelling or terminating a mining lease, contract, short term permit or forfeiting any deposit thereunder in whole or in part; or (ii) refusing to permit transfer of a mining lease or contract; or (iii) any other order passed under the delegated powers of the Government, may appeal to the Government against such order within two months of the date of such order : Provided that any such application may be entertained after the said period of two months, if the applicant satisfies the Government that he had sufficient cause for not making the application in time.] [Sub Rule (1) substituted by Haryana Government Notification No. S.O. 143/C.A. 67/1957/S.15/2003 dated 8.12.2003.] (2) Where the functions of the Director have been delegated to any other officer subordinate to him under rule 46, any person aggrieved by any order of any such officer of the nature described in sub-rule (1) may appeal to the Director : Provided that the appeal is filed within two months of the date of the order appealed against.

## **48. Fees for appeal and review.**

- The memorandum of appeal or application for review shall be accompanied in every case by a treasury receipt of [Rs. 500] [Substituted by Haryana Notification No. GSR83/CA67/S.15/97 dated 11.11.1997.] to the credit of Government under the head "XXIX Industries - Receipts from Minor Minerals."

## **49. Review.**

- Upon receipt of such application, the Government or the Director, as the case may be, may call for the relevant records and other information and after considering his explanation and giving the appellant an opportunity of hearing and considering any comments that might be offered by the officer, may cancel or review the order against which the appeal has been preferred. The order of the Government or the Director as the case may be, under this rule shall be final.

# **Chapter V**

## **Miscellaneous**

## **50. Power to rectify apparent mistakes.**

- The Government 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 the minor mineral concession: Provided that no such rectification having or purporting to have a prejudicial effect on another applicant for the grant of the mining lease shall be made unless the Government have given such applicant notice of its intention so to do, and have allowed him reasonable opportunity of being heard.

## **51. Application of rules to all leases granted or renewed before the commencement of these rules.**

- These rules shall also apply to the mining leases or contracts granted or renewed before the commencement of these rules, as they apply in relation to mining leases or contracts, granted or renewed after such commencement.

## **52.**

[-] [Rule 52 omitted by Haryana Government Notification No. SO 157/CA67/1957/S.13, dated 9.10.2001.]

## **53. Recovery of Government dues as arrears of land revenue.**

- Any rent, royalty, fee, contract money or other sum due to the Government under these rules or under the terms and conditions of any mining lease or contract, on a certificate in form 'M' of such officer as may be specified by the Government in this behalf by general or special order, be recovered in the same manner as an arrear of land revenue.

## **54. Unauthorised working**

(1) No person shall undertake any mining operations in any area, except under and in accordance with the terms and conditions of mining lease, contract or permit granted under these rules. (2) Any contravention of sub-rule (1) shall be punishable with imprisonment for a term which may extend to six months or with fine which may extend to one thousand rupees, or with both and in case of a continuing contravention, with an additional fine which may extend to one hundred rupees for every day during which the contravention continues after conviction for the first such contravention.

## **55. Offences cognizable only on written complaint.**

- No court shall take cognizance of any offence punishable under these rules except upon a complaint in writing made by the Director or any other officer authorised by him in this behalf within six months of the date on which said offence is alleged to have been committed. [56. Relaxation of rules in special cases. - The Government may relax any provision of these rules in cases where the contract/lease is to be granted to any Government company or Corporation owned or controlled by the State or Central Government.] [Substituted by Substituted by Haryana Government Notification No. GSR.92/CA.67/57/S.15/87, dated 6.11.1987.]

## **57.**

[-] [Omitted by Substituted by Haryana Government Notification No. GSR.92/CA.67/57/S.15/87, dated 6.11.1987.]

**58.**

[ - ] [Omitted by Substituted by Haryana Government Notification No. GSR.92/CA.67/57/S.15/87, dated 6.11.1987.]

**59. Commencement of the mining lease or the contract.**

- The mining lease or the contract, as the case may be, shall come into force from the date of execution of the agreement unless otherwise specified therein.

**60. Permission to start mining operations.**

- The Government may permit the lessee or the contractor, as the case may be, to start mining operations, pending execution of the agreement.

**61. [ Acquisition of land of third parties and compensation thereof. - In case of a land in respect of which minor mineral rights vest in the Government, the contractor/lessee shall offer to pay compensation to an occupier or owner of the surface of the land wherefrom the minor mineral will be raised, as also the land required for use as access to the mine/quarry, stacking of minerals and purposes subsidiary thereto, for any damage or injury which may arise from the proposed mining or quarrying operations of the contractor/lessee, and if the said occupier or owner refuses his consent to the exercise of the rights and powers reserved to the Government and demised to the contractor/lessee, the contractor/lessee shall report the matter to [Assistatn Mining Engineer/Mining Officer posted in the district] [Substituted by Haryana Government Notification No. GSR. 138/CA.67/57/S.15/Amd.(1)/76, dated 21.5.1976.] concerned who shall request the collector of the district concerned] to direct the occupier or the owner to allow the contractor/lessee, to enter the said land and to carry on such mining or quarrying operations as may be necessary for the working of the mine/quarry, on deposit with the Collector in advance, of the following amount as tentative compensation subject to its final fixation by the Collector in accordance with the principles of the Land Acquisition Act, 1894 :-**

(a)ten per cent of the annual contract/lease money for the land comprising the mine/quarry; and(b)a sum at the rate of one rupee per square yard in the case of arable land and ten paise per square yard in the case of waste land, per year for the land to be used for access to the quarry/mine, stacking of minerals and other subsidiary purposes. The contractor/lessee shall use the shortest possible route for access to the quarry/mine. If the amount of final compensation works out to be

more than the tentative amount of compensation already deposited, the contractor/lessee shall deposit immediately on demand by the Collector, the additional amount of compensation. If however the amount of final compensation works out to be less than the amount already deposited by the contractor/lessee, the excess amount shall be refunded to him]. [First Schedule] [Substituted by Haryana Government Notification No. GSR.94/CA67/1957/S.15/99, dated 16.9.1999.] Rates of Royalty (See rule 20 and 28A)

1	Building Stones, Masonary Stones including boulder, Shingle etc.	Rs. 24.00 per tonne
2	Lime Stone and Lime Kankar	Rs. 60.00 per tonne
3	Marble -	
	(i) used for lime burning	Rs. 22.00 per tonne
	(ii) dressed carved, and rough and marble slabs	Rs. 215.00 per tonne
	(iii) Marble chip, (fire) powder Khand ash and ballast	Rs. 26.00 per tonne
	(iv) Coarse powder of not more than plus 20 mesh	Rs. 14.00 per tonne
	(v) Kumari marble	Rs. 108.00 per tonne
4	Bajri	Rs. 16.00 per tonne
5	Jhajra stone road metal and ballast	Rs. 24.00 per tonne
6	Brick earth	Rs. 200.00 per tonne
8	Bentenite	Rs. 200.00 per tonne
9	Ordinary clay	Rs. 2.00 per tonne
10	Ordinary sand used for non-industrial purposes -	
	(i) Ordinary sand associated with silicas and	Rs. 60.00 per tonne
	(ii) Ordinary sand deposited due to alluvial action	Rs. 20.00 per tonne
11	Slab stone when used for building material	Rs. 4.00 per tonne
12	Slate when used for building material	Rs. 160.00 per tonne
13	Granite block	Rs. 200.00 per tonne
14	Saltpetre -	
	(a) Baring earth	(a) Rs. 200.00 per tonne
	(b) Crude (semi-refined)	(b) Rs. 2,000 per tonne
15	All other minor minerals not hereinafter specified	20 per cent of the value at value at pits mouth subject to a minimum of Rs. 8.00 per tonne.

[Second Schedule] [Substituted by Haryana Government Notification No. GSR.94/CA67/1957/S.15/99, dated 16.9.1999.][See rule 21(1)(iii)]

Rate of dead rent      Rate per hectare per annum

All minor minerals      Rs. 1000.

Third Schedule Rates of Royalty (Chargeable by the Contractor/Contractors from the Local Cultivators)[See rule 34][Form A] [Omitted by Haryana Government Notification No. SO110/C.A.67/1957/S.15/2001 dated 6.8.2001.][Form B] [Omitted by Haryana Government Notification No. SO110/C.A.67/1957/S.15/2001 dated 6.8.2001.]Form 'C'[See rule 10A]Application for Grant/Renewal of Mining LeaseReceived at------(Place at)------(hour)-----on the-----day of-----.

Here affix Court fee stamp

From \_\_\_\_\_ ThroughToThe \_\_\_\_\_

Dated the \_\_\_\_\_ 19I. I/We beg to apply for a mining lease for \_\_\_\_\_ for a term of \_\_\_\_\_ years over hectares of land in the area specified in the Schedule.II. A sum of Rs. [5,000] [Substituted for 'Rs. 2000' by Haryana Government Notification No. S.O. 143/C.A. 67/1957/S.15/2003 dated 8.12.2003.] as application fee payable under rule 10A of the Punjab Minor Mineral Concession Rules, 1964 has been deposited in the Government treasury and the receipted challan therefor is enclosed.III. The required particulars are given below :-Particulars(1)Name of applicant individual/s firm, company or society.(2)Nationality of the individual/s or place of registration or incorporation of firm, company or society.(3)Profession of individual/s nature of business of firm or company and place of Business.(4)Address of the individual/s firm, company or society.(5)Whether the application is for a fresh lease or for renewal of a lease previously granted.(6)Minor Mineral for which the applicant intends to mine.(7)Period for which the original lease is required.(8)Approximate quantity of minor mineral expected to be raised during the first year.(9)Manner in which the minor mineral raised is to be utilised --(a)for manufacture(b)for sale,(c)any other purpose.In case of manufacture, the industries in connection with which it is required, should be specified.(10)A description, illustrated by a map or plan (in triplicate) showing as accurate as possible the situation, boundaries and area of the land in respect of which the lease is required and where the area is unsurveyed, the location of the area should be shown by some permanent physical features, i.e., road, tanks, etc.(11)A statement showing all the areas within the jurisdiction of the Government-(i)already held by me/us in my/our names/names (and jointly with others) under quarrying leases specifying the names of minor minerals.(ii)already applied for but not yet granted, and(iii)applied for simultaneously or being applied for in other districts of this State, is appendedNote. - No application will be held to be complete for purposes of priority unless it furnishes correctly the particulars required by paragraphs I, II and III and is properly signed and stamped.(12)Period for which renewal of mining lease required.(13)Whether renewal is applied for the whole or part of the lease held.(14)In case the renewal applied for is only for part of the lease held :- (a)the area applied for renewal\_\_ (b)description of the area applied for renewal\_\_ (c)Map (in triplicate) of the lease held with area applied for renewal clearly marked on it (attached).(15)Means by which the minor mineral is to be raised, i.e., by hand labour or mechanical or electric power.(16)Any other particulars which the applicant wishes to furnish.



## Schedule

Description of the area applied for (1) Name of village or in the case of Government forest, the name of the range or sub-range \_\_\_\_\_. (2) [Khasra Number and area of each field or part thereof] [This is not necessary if whole village or a well defined portion thereof is applied for or if the area lies in Government Forest, if all the numbers 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.] :

Khasra Number \_\_\_\_\_ Area  
in \_\_\_\_\_

(3) Full description of the area applied for with regard to its natural features :- (4) [Tehsil and number] [For Forest area only.] felling series and working circle, if any  
\_\_\_\_\_ (5) District \_\_\_\_\_ Yours faithfully, Place \_\_\_\_\_ Dated  
\_\_\_\_\_ (Signature of applicant). N.B. - If the application is signed by an authorised agent of the applicant power of Attorney should be attached. Form 'D' [See rule 9(3)] Receipt of application for mining lease or renewals in respect of minor Minerals Government of [Haryana]

S.No. \_\_\_\_\_ Dated \_\_\_\_\_

Received the application with the following enclosures for mining lease/renewal of mining lease in respect of minor minerals from Shri/Saravshri \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.  
on \_\_\_\_\_ 19 \_\_\_\_\_, for about \_\_\_\_\_ hectares \_\_\_\_\_ of land located in village/forest block, range \_\_\_\_\_ tehsil \_\_\_\_\_ district \_\_\_\_\_ for mining \_\_\_\_\_ (Name of minor mineral(s))

Place \_\_\_\_\_ Signature and Designation of the Receiving Officer.

Dated \_\_\_\_\_ Form 'E' (See rule 11) Mining Lease Register

### 1. Serial number.

### 2. (a) Date of application.

(b) Date of receipt of the application.

### 3. Name and address of the applicant.

### 4. Situation and boundaries of the land.

### 5. The mineral under mining lease.

### 6. The total area.

**7. Date of grant of the lease.**

**8. Period for which granted, renewed or extended.**

**9. Application fee paid.**

**10. Amount of security deposit.**

**11. Particulars of disposal or refund of security deposit.**

**12. Date of assignment or transfer of the lease, if any, and fees paid therefor and the names of the parties thereto.**

**13. Date of expiry or relinquishment or cancellation.**

**14. Date from which the area is available for regrant.**

**15. Signature of the Officer Incharge, in token of attestation.**

Form 'F'(See rules 19 and 28A)Form of mining lease for minor mineralsThis Indenture made this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ between the Governor of [Haryana], acting through \_\_\_\_\_ (hereinafter referred to as the "Government" which expression shall where the context so admits, include the successors and assigns) of the one part and (1) \_\_\_\_\_.(1)When the lessee is an individual,(Name of the person).(Address and occupation).(hereinafter referred to as the "lessee" which expression shall where the context so admits, include his heirs, executors, administrators, representatives and permitted assigns) (1).(2)When the lessee are more than one individual.

(Name of person).

of

(Address and occupation).

(Name of person)

(Address and occupation).

(Name of person)

and

(Address and occupation).

of

(hereinafter referred to as the 'Lessees' which expression shall where the context so admits, include their respective heirs, executors, administrators, representative and permitted assigns) (2)

-(3)When the lessee is a firm.

(Name of person)  
of  
(Address)  
and  
(Name of person)  
of  
(Address)  
and  
(Name of person)  
of  
(Address)

All carrying on business in partnership at (address of the firm) under the name and style of (Name of the firm) (hereinafter referred to as the 'Lessee' which expression shall when the context so admits, include all the partners of the said firm, their representatives, heirs, executors, Administrator and permitted assigns) (3).(4)When the lessee is a registered Company. - (4).(Name of Company)a company registered under\_\_\_\_\_ (Act under which incorporated) and having its registered office at\_\_\_\_\_ (Address)\_\_\_\_\_ (hereinafter referred to as the 'Lessee' which expression shall where the context so admits, include its successors and permitted assigns).(4)\_\_\_\_\_ of the other part).Whereas the lessee/lessees has/have applied to the Government in accordance with the Punjab Minor Mineral Concession Rules, 1964 (hereinafter referred to as the 'said Rules') for a Mining lease for\_\_\_\_\_ in respect of the lands hereinafter described in clause 1(b) and has/have deposited with the Government the [a sum of Rs. 5 lacs for mining leases upto 50 hectares, Rs. 7.5 lacs for mining leases exceeding 50 hectares but not exceeding 75 hectares, and Rs. 10 lacs for mining leases exceeding 75 hectares] [Substituted by Haryana Government Notification No. GSR 91/CA67/57/S.19/99, dated 9.9.1999.] as security and Shri \_\_\_\_\_, son of Shri \_\_\_\_\_, resident of \_\_\_\_\_, district \_\_\_\_\_ (hereinafter referred to as the surety which expression shall where context so admits, include his heirs, executors administrators, representatives) has been offered as solvent surety for the aforesaid amount] [Substituted by Haryana Notification No. GSR 52/CA67/1957/S.15/87 dated 11.6.1987.] And whereas the lessee is in possession of [-] [The words 'a valid certificate of approval and' omitted by Haryana Government Notification No. SO110/C.A.67/1957/S.15/2001 dated 6.8.2001.] income-Tax clearance certificate.Now, therefore, this deed witnesses and the parties hereto hereby agree as follows-

**1. Demised. - (a) In consideration of the rents and royalties, covenants and agreements hereinafter contained and on the part of the Lessee/Lessees to be paid, observed and performed, the Government hereby grants and demises unto the Lessee/Lessees all those mines/beds/veins/seams of \_\_\_\_\_ (hereinafter referred to as the said minor minerals), situated, lying and being in or under the lands which are referred to in clause (b), together with the liberties, powers and privileges to be executed or enjoyed**

**in connection herewith which are hereinafter mentioned in part I subject to the restrictions and conditions as to exercise and enjoyment of such liberties, powers and privileges which are hereinafter mentioned in Part II and subject to other provisions of this lease.**

(b)The area of the said lands is as follows :-All the tract of land situated at\_\_\_\_\_in tehsil\_\_\_\_\_district\_\_\_\_\_, bearing Khasra Nos\_\_\_\_\_.containing, an area of\_\_\_\_\_or thereabouts delineated on the plan hereto annexed and bounded as follows :-on the North by\_\_\_\_\_;on the South by\_\_\_\_\_;on the East by\_\_\_\_\_;on the West by\_\_\_\_\_; and (hereinafter, referred to the 'said lands' or the 'leased area')(c)The lessee/lessees shall hold premises hereby granted and demised from the day for the term of years thence next ensuing.

## **Part I – Liberties, powers and privileges to be exercised and enjoyed by the lessee(s).**

The following liberties, powers and privileges may be exercised and enjoyed by the lessee/lessees subject to the other provisions of this lease :

- 1. To enter upon land search for win, work, etc. - Liberty and power at all times during the term hereby demised to enter upon the said lands and to search for, mine, bore, dig, drill for win work, dress, process, convert, carry away and dispose of the said minor minerals.**
- 2. To sink, drive and make pit, shafts and inclines, etc. - Liberty and power for or in connection with any of the purposes mentioned in this clause to sink, drive, make, maintain and use in the said lands and pits, shafts, inclines, drifts, levels, waterways, airways, and other works (and to use, maintain, deepen or extend any existing works of the like nature in the said lands).**
- 3. To bring and use machinery, equipment. - Liberty and power for or in connection with any of the purposes mentioned in this clause to erect, construct, maintain and use on or under the said lands, any engine, machinery, plant, dressing, floors, furnaces, coke, ovens, brick-kilns, work-shops, store-houses, bungalows, godowns, shed and other buildings and other works and conveniences of the like nature on or under the said lands.**

**4. To use water from streams, etc. - Liberty and power for or in connection with any of the purposes mentioned in this clause but subject to the rights of any existing or future, lessees and with the written permission of the Collector to appropriate and use water from any streams, water-course, springs or other source 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 watercourse, cultivated land, village buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs : Provided that the lessee/lessees shall not interfere with navigation in any navigable stream nor shall divert such stream without the previous written permission of the Government.**

**5. To fell undergrowth and utilise timber and trees, etc. - Liberty and power for or in connection with any of the purposes mentioned in this lease deed, to clear undergrowth and burshwood. Lessee/Lessees shall not fell any trees or timber standing or found on the said lands without obtaining prior permission in writing from the Collector of the District or the Chief Conservator of Forests in case of Forest areas as the case may be. In case such permission is granted, he shall pay in advance, the price of the trees/timber to be felled to the said Officer at the rate, fixed by him.**

**6. To get building and roads material, etc. - Liberty and power for or in connection with any of the purposes, mentioned in this lease deed, to quarry and get stones, gravel and other building and road materials and ordinary clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use bricks, tiles but not to sell any such material, bricks, tiles.**

**7. To use land for stacking purpose. - Liberty and power to enter upon and use a sufficient part of the surface of the said lands for the purposes of stacking, storing or depositing therein any produce of the mines and works carried on and tools, equipment and other materials needed for mining operations.**

## **Part II – Restrictions as to the exercise of the liberties by the lessee**

The liberties, powers and privilege granted under Part I, are subject to the following restrictions and subject to the other provisions of this lease :-

**1. No mining operations within the limit of public works, etc. - The lessee shall not carry on, or allow to be carried on any mining operations at any point within a distance of 75 meters from any railway line, except under and in accordance with the written permission of the railway administration concerned, or bridges or 60 meters from national highways or 50 meters from any reservoir, tank, canal, roads or other public works or buildings or inhabited sites except under and in accordance with the previous permission of the Government. The Railways Administration or the Government may in granting such permission, impose such conditions as it may deem fit : Provided that except in cases of sand, no mining operations shall be carried on within 50 meters of any river banks.**

Explanation. - For the purpose of this clause the expression Railways Administration shall have the same meaning as it is defined to have in the Indian Railways Act, 1980 by sub-section (4) of section 3 of that Act.[Provided that where the continuance of any mining operations, in any area, in the opinion of the State Government, is likely to endanger the safety of any National or State high-way, road, bridge, drainage, reservoir, tank, canal or other public works; or public or private buildings, Government may determine the lease after giving one month's notice to the lessee in this behalf. The lease shall stand determined on the date mentioned in the notice.] [See Legislative Supplement Part III dated 14.9.1979.]

**2. Permission for surface operation in land not already in use. - Before using for surface operations any land which has not already been used for such operation the lessee/lessees shall give to the Collector of the District, the Director of Industries, Punjab and the Mining Officer\_\_\_\_\_two calendar months previous notice in writing, specifying 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 receipt by him of such notice unless the objections so stated shall on reference to the Government, be annulled or waived.**

**3. Not to use the land for other purposes. - The lessee/lessees shall not cultivate or use the land for purposes other than those specified in the lease deed.**

**4. [ Stacking and storage of incidentally extracted Major Minerals. - In case lessee, while extracting minor mineral(s) given on lease, incidentally extracts any major mineral not given on lease, the same shall be the property of the Government and lessee shall be under an obligation to stack and store it and maintain its proper record in accordance with the directions of the Director or an officer authorised by him who shall also be competent to prescribe the procedure for its disposal.**

**5. Penalties in case of non-compliance of clause (4). - In case it is detected that lessee has disposal off incidentally extracted major mineral referred to in Sub-rule (7) of Rule 10 in whole or part thereof or failed to maintain the record of stored mineral he shall be liable to penalties as specified in Sub-sections (1), (4) and (5) of Section 21 of the Mines and Mineral (Development and Regulation) Act, 1957 and also determination of mining lease in terms of clause (XVI) of Sub-rule (1) of Rule 21 of the said rules.] [Clauses 4 and 5 added by Haryana Government Notification No. SO.157/CA67/1957/S.15, dated 9.10.2001.]**

## **Part III – Covenants of the Lessee**

The lessee/lessees hereby covenant(s) with the Government as follows :

**1. Rate of royalty. - (a) The lessee/lessees shall pay royalty on the quantity of the said minor mineral despatched from the leased area at the following rates of:**

(b) Mode of determination of sale price at the Pit's Mouth. - The sale price of the minor minerals at the pit's mouth shall be the current market price for the mineral of the same grade less -(i) transport charges from the mine head to the nearest rail head; (ii) railways freight from the rail head to the market; and (iii) estimated handling charges and other incidental expenditure not exceeding 5 per cent of the market price. (c) For calculating the royalty, the lessee/lessees shall submit half-yearly returns for the period ending 30th September and 31st March, in form 'G' to the Director and the Mining Officer.-----

**2. Surface rent. - The lessee/lessees shall pay for the surface area occupied by him/them, surface rent at the rate of Rs.-----per acre per annum.**

**3. Dead Rent. - The lessee/lessees shall also pay for every year, yearly dead rent at the rate of Rs.-----per acre per annum, and if the lease permits the working of more than one minor mineral in the same area, the Government may charge separate dead rent in respect of each minor mineral :**

Provided that the mining of one minor mineral does not involve the working of another minor mineral : Provided further that the lessee/lessees shall be liable to pay the dead rent or royalty in respect of each mineral, whichever be higher but not both : [Provided further that the lessee shall pay in advance 50 per cent of the annual dead rent at the time of execution of the agreement and also in the subsequent years on the dates fixed in the lease for payment of the dead rent/royalty. This amount shall be adjustable against the dead rent/royalty by the lessee at the end of the year] [See Legislative Supplement Part III dated 14.4.1972.]. [Provided further that where the mining lease is granted by public auction, the lessee shall pay either royalty on mineral/minerals extracted or dead rent as determined in the auction, which is higher.] [Proviso added by Haryana Government Notification No. SO.157/CA.67/1957/S.15, dated 9.10.2001.].

**4. Working of newly discovered minerals. - If any minor mineral, not specified in the lease, is discovered in the leased area, the lessee shall report the discovery without delay to the Government and shall not win or dispose of such minor mineral without obtaining a lease therefor. If he fails to apply for such a lease within six months from the discovery of the minor mineral, the Government or the authorised Officer may give the lease in respect of such mineral to any other person.**

**5. To commence mining operations within six months and carry them on properly. - Unless the Government for sufficient cause permits otherwise, the lessee shall commence mining operations within six months from the date of execution of the lease and shall thereafter conduct such operations in a proper, skillful and workman like manner.**

Explanation. - For the purpose of this clause 'Mining operation' shall include the erection of machinery, laying of a tramway or construction of a road in connection with the working of the mine.

**6. To erect and maintain boundary pillars, etc. - The lessee shall, at his own expense erect and at all times maintain and keep in good repairs boundary marks and pillars according to the Plan annexed to the lease.**



**7. Accounts. - The lessee shall keep correct accounts showing the quantity and other particulars of all minerals obtained from the mines and the number of persons employed therein and a complete plan of the mine and shall allow any officer authorised by the Punjab Government or the Central Government in that behalf to examine at any time any accounts and records maintained by him, and shall furnish to the Punjab Government or the Central Government/with such information and returns as it may require.**

**8. To allow facilities to other lessees, etc. - The lessees shall allow existing and future licensees or lease-holders/contractors of any land which is comprised in or adjoins or reached by the land, held by the lessee, reasonable facilities for access thereto.**

**9. To allow entry to Officers. - The Lessee shall allow any Officer authorised by the Punjab Government and the Central Government to enter upon any building, excavation or land comprised in the lease for the purpose of inspecting the mines.**

**10. Returns. - The lessee shall :-**

(a)submit a return in form 'H' by the 10th of every month to the Director and also to other Officer(s), specified in that form giving the total quantity of minor mineral(s) raised and despatched from the leased area in the preceding calendar month and its value;(b)also furnish a statement giving information in form 'I' by the 15th April every year to the Director and the other Officer, specified in that form regarding quantity and value of minor mineral(s) obtained during last financial year, average number of regular labourers employed (men and women separately) number of accidents, compensation paid and number of days worked separately.

**11. To strengthen and support the mines - The lessee shall strengthen and support to the satisfaction of the Railway Administration 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 bridge national highway, reservoir, tank, canal, road or any other public work or buildings.**

**12. Notice for use of explosives, etc. - The Lessee shall immediately give to :-**

(i)The Chief Inspector of Mines, Government of India, Dhanbad;(ii)The Director, Indian Bureau of Mines, Government of India, Nagpur;(iii)The District Magistrate of the District in which the mine is situated, a notice in writing in form 'J' as soon as -(a)the workings in the mine extend below

superjacent ground; or(b)the depth of any open cast excavation measured from its highest to the lowest point reaches six meters; or(c)the number of persons employed on any day is more than 50; or(d)any explosives are used.[13-Mode of payment of royalty/dead rent and surface rent.

[Substituted by Haryana Notification No. GSR 52/CA67/1957/S.15/87 dated 11.6.1987.] - The lessee/lessees shall pay in the office of the officer authorised by the Director of Industries, Haryana in this behalf royalty/dead rent or surface rent by the 7th of every month following the month for which the royalty/dead rent or surface rent is due, failing which the lessee/lessees may be liable to pay interest at the rate [Twenty-four] percent per annum on the amount due till the same is paid.]

**14. Maintenance of Sanitary conditions. - The lessee/lessees shall maintain sanitary condition in the area held by him/them under the lease.**

**15. To pay compensation for damage and indemnify the Government. - The lessee/lessees shall make and pay such reasonable satisfaction and compensation for all damage, injury or disturbance which may be done by him/them in exercise of the powers granted by the lease and shall indemnify the Government against all claims which may be made by third parties in respect of such damage, injury or disturbance.**

[16. Application of all Acts, rules and regulation to this lease. - The lessee/lessees shall abide by the provisions of the Mines Act, 1952, the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and the rules and regulation framed thereunder and also the provisions of other labour laws both Central and State as are applicable to the workmen engaged in the mines and quarries relating to the provisions of drinking water, rest shelters, dwelling houses, latrines and first aid and medical facilities in particular and other safety and welfare provisions in general to the satisfaction of the competent authorities under the aforesaid Act, rules and regulations and also to the satisfaction of the District Magistrate concerned. In case of non-compliance of any of the provisions of the enactments as aforesaid, the State Government or any officer authorised by it in this behalf may terminate the mining lease by giving one month's notice with forfeiture of security deposited or in the alternative the State Labour Department may remedy the breach/breaches by providing the welfare and safety measures as provided in the aforesaid enactment at the expense and cost of the lessee/lessees. The amount thus spent shall be recovered from the lessee/lessees by the Industries Department and reimbursed to the Labour Department.] [Substituted by GSR.134/CA67/57/S.15/Amd., dated 6.12.1982.]

**17. To report accident. - The lessee/lasses shall without delay report to the Deputy Commissioner of the District concerned and the Director or any officer authorised by him, any accident which may occur at or in the leased area.**

**18. Delivery of possession of land and mines on the surrender or sooner determination of the lease. - At the end or sooner determination or surrender of the lease, the Lessee/Lessees shall deliver up the said lands and all mines (if any dug therein) in a proper and workable state, save in respect of any working as to which the Government might have sanctioned abandonment.**

**19. To provide weighing machine. - The lessee/lessees shall provide and at times keep at or near the pit-head at which the said mineral shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or caused to be weighed thereon all the said minor minerals from time to time brought to bank sold, exported and converted products, and shall at the close of each day cause the total weights, ascertained by such means of the said minor minerals, ores, products, raised, sold, exported and converted during the previous twenty-four hours to be entered in the aforesaid books of accounts. The lessee/lessees shall permit the Government at all times during the said term to employ any person or persons to be present at the weighing of the said minor minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee/lessee. The lessee/lessees shall give 15 day previous notice in writing to the Mining Officer-----of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.**

**20. To secure Pits shafts not fill them up. - The lessee/lessees shall well and properly secure pits and shafts and will not without permission in writing wilfully close, fill up or choke any mine or shaft.**

**21. Not to enter upon or to commence operations in the Reserved or protected Forest. - The lessee/lessees shall not enter upon or commence any mining operations in any reserved or protected forest comprised in the leased area except after previously obtaining permission in writing of the Chief Conservator of Forests, Punjab.**

**22. To respect water rights and not injure adjoining property. - The lessee/lessees shall not injure or cause to deteriorate any sources of water, power or water supply and shall not in any other way render any spring or stream of water unfit to be used or do anything to injure adjoining land, villages or houses.**

**23. Stocks lying at the end of the lease. - The lessee/lessees shall on the termination or sooner determination of the lease remove all extracted minerals from the premises of the leased areas. All extracted minerals in the said lands left over undisposed after the termination or determination of lease shall be deemed to be property of the Government.**

**24. Payment of taxes. - The lessee/lessees shall duly and regularly pay to the appropriate authority all taxes, cesses and local dues in respect of the leased area, said minor minerals or the working of the mines.**

## **Part IV – Rights of the State Government**

**1. The Government may determine the lease. - The Government shall have the right to determine the lease after serving a notice on the lessee to pay the dues within 30 days from the date of receipt of the notice, if the dead rent or royalty or surface rent reserved or made payable by the lessee is not paid within 15 days next after the date fixed in the lease for payment of the same, Government or any other Officer authorised by it in this behalf may also at any time after serving the aforesaid notice, enter upon the said premises and distrain or any of the minerals or movable property therein and may carry away, detain or order the sale of the property so distrained, or so much of it as will suffice for the satisfaction of the rent or royalty due and all costs and expenses occasioned by the non-payment thereof.**

**2. Determination of lease in public interest. - The Government may by giving six months prior notice in writing determine the lease if the Government consider that the mineral under the lease is required for establishing an Industry beneficial to the public :**

Provided that in the State of National Emergency or war the lease may be determined without giving such notice.

**3. Right of pre-emption. - The Government shall from time to time and at all times during the term of lease have the right (to be exercised by notice in writing to the lessee) 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 and the lessee shall deliver all minerals or products thereof to the Government at current market rates in such quantities and in**

**the manner, at the place specified in the notice exercising the said right.**

**4. Penalty for not allowing entry to officers. - If the lessee or his transferee or assignee does not allow any entry or inspection under clause (9) of the Part III the Government may cancel the lease and forfeit in whole or in part the security deposit paid by the lessee under rule 16 of the Punjab Minor Mineral Concession Rules, 1964.**

**5. Acquisition of land of third parties and compensation thereof. - In case the occupier or owner of the said land refuses his consent to the exercise of the rights and powers reserved to the Government and demised to the lessee/lessees under these presents, the lessee/lessees shall report the matter to the [General Manager District Industries Centre who shall request] [Substituted for the words 'Government who shall ask' by Haryana Notification No. GSR 21/CA67/57/S.15/86 dated 21.3.1986.] the Collector of the district concerned to direct the occupier or owner to allow the lessee/lessees to enter the said lands and to carry out such operations as may be necessary for working the mine, on payment in advance of such compensation to the occupier or, owner by the lessee/lessees, as may be fixed by the Collector under the Land Acquisition Act, 1894.**

## **Part V – General**

**1. Cancellation. - The lease shall be liable to be cancelled by the Director if the lessee/lessees ceases to work the mine for a continued period of six months without obtaining written sanction of the Government.**

**2. Notices. - Every notice by these presents required to be given to the lessee/lessees shall be given in writing to such person resident on the said lands as the lessee/lessees may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee/lessees by registered post addressed to the lessee/lessees at the address recorded in this lease or at such other address in India as the lessee/lessees may from time to time in writing to the Government designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the lessee/lessees and shall not be questioned or challenged by him/them.**

**3. Recovery under the public demands Act. - Without prejudice to any other mode of recovery authorised by any provision of this lease or by any law, all amounts, falling due hereunder against the lessee/lessees may be recovered as arrears of land revenue under the law in force for such recovery.**

**4. Forfeiture of property left more than three months after expiry or determination of lease. - The lessee/lessees should remove his/their property lying on the said lands within three months after the expiry or sooner determination of the lease or after the date from which any surrender by the lessee/lessees of the said lands under rule 23 of the Punjab Minor Minerals Concession Rules, 1964, becomes effective, as the case may be the property left after the aforesaid period of three months shall become the property of the Government and may be sold or disposed of in such manner as the Government shall deem fit without liability to pay any compensation therefore to the lessee/lessees.**

**5. Security and forfeiture thereof - (a) The Government may forfeit the whole or any part of the amount of Rupees [five lacs/seven lacs fifty thousand/ten lacs] [Substituted by Haryana Government Notification No. GSR 91/CA67/57/S.19/99, dated 9.9.1999.] deposited by the lessee/lessees as security under this lease, in case the lessee/lessees commits/commit a breach of any covenant to be performed by the lessee/lessees under this lease.**

(b)Wherever the said security deposit or any part thereof or any further sum hereafter deposited with the Government in replenishment thereof shall be forfeited under sub-clause (a) or applied by the Government under this lease (which the Government is hereby authorised to do) the lessee/lessees shall immediately deposit with the un-appropriated part thereof to bring the amount in deposit with the Government upto the sum of Rs. 200.(c)The rights conferred by this clause shall be without prejudice to the rights conferred on the State Government by any other provision of this lease or by any law.(d)[ On such date as the Government may elect within twelve calendar months after the determination of this lease or any renewal thereof, the amount of security deposits paid in respect of this lease and then remaining in deposit with the 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.] [Inserted by GSR 239, dated 27th September, 1965.]

**6. Survey and demarcation of the area. - When a mining lease is granted by the Government arrangements shall be made, if necessary, at the expense of the lessee, for the survey and demarcation of the area granted under the**

**lease. The lessee shall have to bear actual expenses of his staff deputed for the work. Actual expense will include travelling allowances and daily allowances and salary of staff plus 10 per cent as instruments charges.**

**7. Right of the lessee/lessees to determine the lease. - The lessee may determine the lease at any time by giving not less than six calendar months notice in writing to the Government after paying all outstanding dues of the Government.**

**8. [ Penalty for repeated breaches. - In case of repeated breaches of covenants and agreements by the lessee for which notice has been given by the State Government in accordance with clause (xvi) of sub-rule (1) of Rule 21 of the rules on earlier occasion, the State Government without giving any further notice may impose such penalty not exceeding twice the amount of annual dead rent/royalty specified in clause 3 of Part III of this form.] [See Legislative Supplement Part III dated 14.4.1972.]**

**9. [ [Inserted by Haryana Government Notification No. GSR.11/CA.67/57/S.115/98, dated 9.1.1998.] The lessee/lessees shall get himself/them selves registered with the Commercial Taxes Department of Haryana State and shall obtain the sales tax number.].**

IN WITNESS WHEREOF these presents have been executed in the manner hereunder appearing the day and year first above written. Signature of the Lessee/Lessees For and on behalf of the Governor of Punjab Witness :

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

Form G[See rule 21(1)(i)(b)]Half-Yearly Royalty Statement

1 Name of the lessee. 5 Rate of surface Rent.

2 Name of the Mine. 6 Rate of Dead rent.

3 Area. 7 Period of lease with date of its commencement.

4 Rent of royalty.

Sl. No.	Name of the Minor Mineral	Balance brought forward from the previous half year	During the half year under report	Amount fell due during the half year under report	Remarks
	Despatches				
	Production from Mine head	Royalty/Dead Rent	Surface rent	Total	

1                      2                      3                      4                      5                      6                      7 8 9

Signature of the lessee or his authorised agent Date Note. - (1) Royalty is chargeable on the minerals, despatched from the leased area. (2) This statement should be submitted to the Director and the Mining Officer concerned by the 10th of April and 10th of October, positively. Form 'H' [See rule 2(1)(i)(xi)(a)] Monthly Return for the month of \_\_\_\_\_ 19.

1 Name of the Mine.                      3 Name and address of lessee.

2 Location of the Mine.                      4 Name of minor Mineral(s) for which lease has been granted.

(a) Village.

(b) District.

(c) State.

Name of Minerals(s)	Closing stock brought forward from the previous month (TONS)	Production during the month (TONS)	Despatches during the month in (tons)	Closing Stock (Tons)				
By truck	By Railway	By other means of transport	Total					
1	2	3	4	5	6	7	8	9

Average daily No. of labourers employed

Wages paid

Male	Female	Adolescent	Total	Male	Female	Adolescent	Total
9	10	11	12	13	14	15	16

Signature of the lessee or his authorised Agent. Date \_\_\_\_\_ N.B. - (1) Please furnish on the reverse of this form reasons for rise or fall in production, despatches and labour employed, etc., as compared with the previous month. (2) Please send this report to :- (1) The Director of Industries, Punjab, Chandigarh. (2) The Mining Officer concerned, by the 10th of the month following month under report. Form I [See rule 21(1)(x)(bd)] Annual statement of Minor Minerals obtained, Labour employed, etc. for the Financial Year ending \_\_\_\_\_ 19. Name of the

Lessee \_\_\_\_\_ Area of

Lessee \_\_\_\_\_ Village \_\_\_\_\_ Tehsil \_\_\_\_\_

Name of the minor mineral                      Output                      Value                      Average number of persons employed daily

Male                      Female                      Total

1                      2                      3                      4                      5 6

Average No. of days worked                      No. of accidents                      Compensation paid                      Number of days worked                      Remarks

Rs. np.                      7                      8                      9                      10                      11

Dated :



Signature of the lessee or his authorised agent. This return is to be submitted by the 15th April each year for the preceding financial year, i.e. from first of April to 31st March, to the Mining Officer concerned. Form 'J' [See Rule 21(1)(XVII)]

- 1 (a) Name of mine. \_\_\_\_\_
- (b) Name of minor mineral worked \_\_\_\_\_
- (c) Situation of mine (villages, Thana, Sub-Division, District, State) \_\_\_\_\_
- (d) Date when work has first started \_\_\_\_\_
- 2 (a) Name and postal address of present owners(s) \_\_\_\_\_
- (b) Name and postal address of agent, if any \_\_\_\_\_
- 3 (a) Name and postal address Manager, if any \_\_\_\_\_
- (b) His age \_\_\_\_\_
- (c) His qualification \_\_\_\_\_
- (d) His experience in mining \_\_\_\_\_
- 4 Whether workings are likely to be extended below superjacent ground \_\_\_\_\_
- 5 Maximum depth of open cast excavation measured from its lowest point \_\_\_\_\_
- (b) Date when depth first exceeded six meters \_\_\_\_\_
- 6 (a) Nature, amount and kind of explosives used, if any \_\_\_\_\_
- (b) Date when explosives were first used \_\_\_\_\_
- 7 Date(s) on which the number of persons employed on any day exceeded 50 \_\_\_\_\_

Signature of owner/Agent/Manager, Date \_\_\_\_\_ To be sent to - (1) The Chief Inspector of Mines, Government of India, Dhanbad Eastern Railway; (2) The Director, Indian Bureau of Mines, Government of India, Nagpur; (3) The District Magistrate of the district where the mine is situated; (4) The Director of Industries, Punjab, Chandigarh. (5) Mining Officer concerned. Form 'K' (See Rules 24 and 28A) Standard Form or Short Term Permit Whereas

Shri/Messrs \_\_\_\_\_ has/have applied for a short term permit for excavation and removal of \_\_\_\_\_ tonne/cubic meter/quintals of \_\_\_\_\_ from \_\_\_\_\_ under rule 25 of Punjab Minor Mineral Concession Rules, 1964 and has/have paid an application fee of [Rs. 100,] [Substituted by Haryana Notification No. GSR83/CA67/S.15/97 dated 11.11.1997.] [-] [The words, letters and sign 'permit fee of Rs. ....' omitted by Haryana Government Notification No. S.O. 143/C.A. 67/1957/S.15/2003 dated 8.12.2003.] has/have also paid royalty in advance amounting to Rs \_\_\_\_\_ tonnes/cubic meter/quintals and security of Rs \_\_\_\_\_ (representing 50 per cent of the amount of royalty) permission is here by granted for removal of \_\_\_\_\_ of \_\_\_\_\_ tonne/cubic meter/quintals of \_\_\_\_\_ from the aforesaid \_\_\_\_\_ area subject to the conditions given below :- This permission shall be valid

upto \_\_\_\_\_ ----- (Designation) Conditions (1) The holder of the permit shall keep the Government indemnified from any third party claim and shall settle such claim on his own accord as soon as it arises. (2) The holder of the permit shall excavate the minor mineral in such a manner as not to disturb or damage any road, public ways, buildings, premises or public grounds. (3) The holder of the permit shall on expiry of the permit either fill up the excavation or suitably fence it for safety as instructed by Director or Mining Officer concerned. (4) The holder of the permit shall pay in advance compensation of damage to the owner of the land where from the minor minerals will be

extracted/quarried at the rate, fixed by the Collector under the Land Acquisition Act, 1894.(5)The holder of the permit shall not fell any tree standing on the land without obtaining prior permission in writing from the Collector of the District concerned or the Chief Conservator of Forests in respect of Forest areas, as the case may be. In case such permission has been granted, he shall pay in advance the price of the trees to be felled to the said officer at the rate fixed by him.(6)The permit holder shall not carry on surface operations in any area prohibited by any authority, without obtaining prior permission in writing from the concerned authority.(7)The permit holder shall not enter and work in any reserved demarcated or protected Forest without obtaining prior written permission of the Forest Department.(8)The permit holder shall report immediately all accidents to the Deputy Commissioner and Mining Officer, concerned.(9)[ The depth of the pit below the surface shall not exceed 20 feet in the virgin areas where mining operation to some depth have not been carried out :Provided that mining operation is done by forming benches so that their height does not exceed 9 feet and the width of the bench is not less than height of the bench.] [See Legislative Supplement Part III dated 26.9.1966.](10)On expiry or sooner cancellation of the permit, the quarried materials, lying on the land from which they are extracted, shall become the absolute property, of the Government.(11)The permit holder shall have to surrender and deposit the permit with the issuing authority within a week from the date of its expiry or cancellation, as the case may be. In case of default, the security deposited by him, shall stand forfeited to the Government."Form K1(See Rule 24)Standard Form for quarrying permits for bricks earth.Whereas Shri/M/s\_\_\_\_\_ owner of brick kiln falling under category \_\_\_\_\_ has/have applied for quarrying permit for a permit for two years from the land measuring \_\_\_\_\_ hectares bearing khasra number \_\_\_\_\_ in revenue estate of \_\_\_\_\_ tehsil \_\_\_\_\_ district \_\_\_\_\_ under rule 25 of Punjab Minor Mineral Concession Rules, 1964, and has/have paid application fee of Rs. 200/-, has/have also paid security amounting to Rs. \_\_\_\_\_ (At the rate of Rs. 3,000/- for category A, Rs. 2,500/- for category B, Rs. 2,000/- for category C and D). Permission is hereby granted for manufacture of bricks from the aforesaid area during the period from \_\_\_\_\_ to \_\_\_\_\_ subject to the conditions given below :-(1)The holder of the permit shall keep the Government indemnified from third party claim relating only to the extraction of brick earth from the land for which quarrying permit is given.(2)The holder of the permit shall excavate the minor mineral in such manner as not to disturb or damage any road, public ways, buildings, premises of public grounds.(3)The holder of the permit shall not fell any tree standing on the land without obtaining prior permission in writing from the Collector of the district concerned or the Chief Conservator of Forests in respect of forest areas as the case may be.(4)The permit holder shall not carry on surface operations in any area prohibited by any authority, without obtaining prior permission in writing from the concerned authority.(5)The permit holder shall not enter and work in any reserved demarcated or protected forest without obtaining prior written permission of the Forest Department.(6)The permit holder shall report immediately all accidents to the Deputy Commissioner and the Mining Officer concerned.(7)The depth of the pit below surface shall not exceed nine feet.(8)[ The annual amount of royalty shall be paid in advance by 30th April, every year. [Substituted by Haryana Government Notification No. G.S.R. 85/S.A. 67/57/S.15/99, dated 3rd August, 1999.]]In case the annual royalty is not paid on the date specified above, the permit holder shall be liable to pay and interest at the rate of twenty-four percent per annum on the due amount till amount is paid.](9)The brick kiln owner shall be liable to make a payment of lumpsum royalty for the whole of the year notwithstanding the operation of the

kiln for any part of the year.(10)In case of any default in due observance of the terms and conditions of this permit or in payment of the quarterly instalments on due dates, the permit may be cancelled by the Director or by any other officer duly authorised by him in this behalf by giving one month's notice. Any sum due from the permit holder on account of royalty and interest thereon shall be recovered from him/them as arrear of land revenue. Signature \_\_\_\_\_ Designation \_\_\_\_\_ "Form 'L'(See rules 28A and 33)[This Indenture made this \_\_\_\_\_ day of \_\_\_\_\_ 197 \_\_\_\_\_ between the Governor of Haryana acting through \_\_\_\_\_ (hereinafter called the 'Government', which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the first part and \_\_\_\_\_ S/o \_\_\_\_\_ resident of \_\_\_\_\_ District \_\_\_\_\_ (hereinafter referred to as "the Contractor" which expression shall where the context so admits, include his heirs, executors, administrators, representatives and permitted assigns) of the second part; and \_\_\_\_\_ S/o \_\_\_\_\_ resident of \_\_\_\_\_ District \_\_\_\_\_ (hereinafter referred to as the surety, which expression shall where the context so admits, includes, his heirs, executors, administrators, representatives and permitted assigns) of the third part] [Substituted vide Haryana Notification No. GSR 138/CA67/57/S.15/Amd/76 dated 21.5.1976.];And whereas the Contractor has offered the highest bid/tender for the contract of ( \_\_\_\_\_ name of the quarry with the minor mineral) (hereinafter referred to as the said lands) in Tehsil \_\_\_\_\_ District \_\_\_\_\_ And whereas the Contractor has paid Rs \_\_\_\_\_ as first quarterly instalment/contract money in full for the first year and a security of Rs \_\_\_\_\_ for the due fulfilment of the terms and covenants hereinafter mentioned and the Government has agreed to grant him the aforesaid contract.Now these presents witnesses as follows :-(1)[ Amount and mode of payment of contract money. - The contractor/contractors shall, during the subsistence of the contract, pay in advance to the Government the following contract money in respect of the said land given to him on contract for the period from \_\_\_\_\_ to \_\_\_\_\_ on the dates mentioned below] [Substituted by Haryana Government Notification No. GSR. 30/CA. 67/57/S. 15/91, dated 17.5.1991.] :-

Number of instalments	Amount of instalments	The date on which instalment is to be paid
1	2	3
(a) In case of contract where the annual contract money doesnot exceed Rs. 1,000 in annual instalments after adjustingRs.----- as contract money for the period from----- to 31.3.19----- remaining amount ofRs.----- out of Rs.----- (deposited at the time ofauction) is adjustable against the annual instalment falling duefrom 1.4.19-----	Rs.----- (annual contract money)	(i) 1.4.19-----
(ii) 1.4.19-----		
(iii) 1.4.19-----		
	(iv) 1.4.19----- and so on	

(b) In case of contract where the annual contract money exceeds Rs. 1,000 and does not exceed rupees five lacs in quarterly instalments after adjusting Rs.----- as contract money for the period from----- to----- remaining amount of Rs.----- out of Rs.----- (Advance quarterly instalment deposited at the time of auction) is adjustable against the quarterly instalment falling due from 1st of-----

(i) 1.7.19-----

(ii) 1.10.19-----

Rs.----- (quarterly instalment of contract money) (i) 1.4.19-----

(iv) 1.10.19----- as so on

(c) In case of contract where the annual contract money exceeds rupees five lacs in monthly instalments after adjusting Rs.----- as contract money for the period from----- to----- remaining amount of Rs.----- out of Rs.----- (advance monthly instalment) is adjustable against the monthly instalment falling due from----- 19-----.

Rs.----- (monthly instalment of contract money) (i) 1.1.19-----

(ii) 1.2.19-----

(iii) 1.3.19-----

(iv) 1.4.19-----

(v) 1.5.19-----

(vi) 1.6.19-----

(vii) 1.7.19-----

(viii) 1.8.19-----

(ix) 1.9.19-----

(x) 1.10.19-----

(xi) 1.11.19-----

(xii) 1.12.19----- and so on.

Money for the subsequent years of the contract shall be paid by the contractor/contractors in advance in equal yearly/quarterly/monthly instalments."

**2. Interest for delayed payments. - If the contractor fails to pay any instalment of contract money or any part thereof on the due date without written permission of the Director in that behalf, he will be liable, [--] [See Legislative Supplement Part III dated 1.7.1977.] to pay interest thereon at the rate of [twenty four per cent] [Substituted by Haryana Notification No. GSR**

**18/CA67/1957/S.15/92 dated 20.3.1992.] per annum till such amount is paid :**

[Provided that no interest shall be payable if the amount is paid within three days in case the annual contract money, does not exceed five lakh, within seven days in case the annual contract money exceeds five lakh] [See Legislative Supplement Part III dated 1.7.1977.]

**3. No quarrying operations in certain areas. - No quarrying operations or working shall be carried on or permitted to be carried on by the Contractor/Contractors in or under the said lands at or to any point within a distance of 75 meters from any railway line except with the previous permission in writing of the Railway Administration concerned or 60 meters from any bridge or 60 meters from national highway or 50 meters from any reservoir, tank, canal or other public works such as public roads and buildings or inhabited sites except with the previous permission in writing of the Government or such other Officer, authorised by it in this behalf or otherwise than in accordance with such instruction, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 meters shall be measured in the case of a railway reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting, as the case may be, and in the case of a building horizontally from the plinth thereof. In case of village roads no working shall be carried on within a distance of 10 meters of the outer edge of the cutting except with the previous permission in writing of the Government or any Officer, duly authorised by it in this behalf. [No quarrying operations or workings shall be carried on or permitted to be carried on by the contractor/contractors in or under the said lands or to any point within a distance of 10 metres from by railway line, bridge, national Highway reservoir, tank, canal or other public work, public road and building etc.] [See Legislative Supplement Part III dated 11.4.1969.]**

[Provided that where the continuance of any mining operations in any area, in the opinion of the State Government, is likely to endanger the safety of any National or State high- way, road, bridge, drainage, reservoir, tank, canal, other public works; or public or private buildings, Government may terminate the contract after giving one month's notice to the contractor in this behalf. The contract shall stand terminated on the date mentioned in notice. In such an event the contractor shall be refunded the contract money proportionate to the unexpired portion of the contract paid by him in advance, if any] [See Legislative Supplement Part III dated 18.9.1979.].

**3A. [ Maximum number of villages where quarrying of sand be undertaken in a zone (applicable only to sand zone) [Inserted by Haryana Government Gazetted Notification No. S.O. 54/C.A. 67/1957/S. 15/2000, dated 24th March, 2000.] :- The contractor(s) shall restrict the quarrying operations to maximum four villages of the zone at any time during the subsistence of the contract. The contractor shall have a right to change the site any time during the subsistence of the contract on settlement of compensation with the land owners of the new sites of the zone from where they intend to extract sand, but ceiling of maximum four villages shall be adhered to:**

Provided that in the event of contractor meeting his requirement of sand in village(s) less than four or where he fails to settle compensation in the maximum permissible four villages or due to any other reason could not operate upto the maximum permissible four villages then he shall not be entitled to claim any relief in payment of contract money on that account.]

**4. To allow entry to Central Government and State Government Officers for inspection, etc. - The Contractor/Contractors shall at all reasonable times allow the Director of Industries, [Haryana] [See Legislative Supplement Part III dated 19.10.1971.] and other Officer, authorised by the Central Government or by the [Haryana Government] [See Legislative Supplement Part III dated 19.10.1971.] in that behalf to inspect the said lands and the buildings and plant, erected thereon and the Contractor/Contractors shall assist such person(s) in conducting the inspection and afford them all information they may reasonably require, and shall conform to and observe all orders which the Central and the [Haryana Government as the result of such inspection or otherwise, may from time to time pass.] [See Legislative Supplement Part III dated 19.10.1971.]**

**5. Assign, sublet or transfer of the contract. - The Contractor/Contractors shall not assign, sublet or transfer the contract to any person without obtaining prior permission in writing from the Government.**

**6. Fencing of working place. - If a working place is found to be unsafare all persons shall be withdrawn by the Contractor/Contractors immediately from the dangerous area and all access to such working place except for the purpose of removing the danger or saving life shall be prevented by securely fencing the full width of all entrances to the place, at his/their own cost.**

[7. Omitted.] [Omitted vide Haryana Notification No. GSR 138/CA67/57/S.15/Amd/76 dated 21.5.1976.]

**8. Fencing of excavations after termination or sooner determination of the contract. - The Contractor/Contractors, on termination or sooner determination of the contract, shall at his their own cost, suitably fence the excavations for safety, as instructed by the [Director of Industries Haryana] [See Legislative Supplement Part III dated 18.9.1979.] or the Mining Officer.**

**9. [ Payment of compensation to landowners. - The contractor shall make and pay reasonable satisfaction and compensation for all damage, injury or disturbance which may be done by him in exercise of the powers granted by this contract and shall indemnify and keep indemnified fully and completely the Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and costs and expense in connection therewith.] [Substituted vide Haryana Notification No. GSR 138/CA67/57/S.15/Amd/76 dated 21.5.1976.]**

**10. Felling of trees. - The Contractors/Contractors shall not fell or cut any tree, standing on the land wherein the quarry is located without obtaining prior permission in writing from the Collector of the District concerned or [Chief Conservator, of Forest, Haryana] [See Legislative Supplement Part III dated 19.10.1971.] in respect of Forest areas as the case may be and paying its price fixed by him.**

**11. [ Not to carry on surface operation in the prohibited areas. [Substituted by Haryana Government Gazetted Notification No. S.O. 54/C.A. 67/1957/S. 15/2000, dated 24th March, 2000.] - The contractor/contractors shall not carry on surface operation in any area, prohibited by any law in force in India or prohibited by any authority save after obtaining prior permission in writing from such authority.]**

**12. Not to enter and work in reserved and protected Forest areas. - The Contractor/Contractors shall not enter and work in any reserved or protected forest without obtaining prior permission in writing from the [Chief Conservator of Forest, Haryana] [See Legislative Supplement Part III dated 19.10.1971.] or any other Officer, authorised by him in this behalf.**

**13. [ Application of all Acts, rules and regulations to this contract. - The contractor/contractors shall abide by the provisions of Mines Act, 1952, Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and the rules and regulations framed thereunder and also the provisions of other labour laws both Central and State as are applicable to the workmen engaged in the mines and queries relating to the provisions of drinking water, rest shelters, dwelling houses, latrines and first aid and medical facilities in particular and other safety and welfare provisions in general, to the satisfaction of the competent authorities under the aforesaid Acts, rules and regulations and also to the satisfaction of the District Magistrate concerned. In the case of non-compliance of any of the provisions of the enactments as aforesaid, the State Government or any officer authorised by it in this behalf may terminate the contract by giving one month's notice with forfeiture of security deposited or in the alternative the State Labour Department may remedy the breach/breaches by providing the welfare and safety measures as provided in the aforesaid enactment at the expense and cost of the contractor/contractors. The amount thus spent shall be recovered from the contractor/contractors by the Industries Department and reimbursed to Labour Department.] [Substituted by Haryana Government Notification No. GSR.134/CA65/57/S.15, dated 6.12.1982.]**

**14. To report accident. - The Contractor/Contractors shall without delay send to the Collector concerned and the Mining Officer\_\_\_\_\_ a report of any accident, causing loss of life or serious bodily injuries or seriously affecting or endangering life or property which may at any time occur at or in the said lands in the course of operations under this contract.**

**15. [ To submit reports and returns. - The contractor shall submit monthly return in form 'OO' by the 10th of each month to the Director and to the District Industries Officer concerned giving the total quantity of minor mineral(s) raised and despatched from the specific area out of the area under contract in the preceding calendar month, and its value and such other information relating to the contract as may be called for by the Director] [Substituted by Haryana Government Notification No. GSR15/CA65/57/S.15/79 dated 15.2.1979].**



**16. Penalty for default. - In case of default in the due observance of the terms and conditions of the contract or in payment of the contract money on the due date, the contract may be terminated by the Government by giving one month's notice, with forfeiture or security deposit as also the instalment, paid in advance, if any.**

[The contractor shall deliver the possession of the quarry/mine to the mining officer/District Industries Officer concerned within seven days of the receipt of the order of termination of contract] [Inserted by Haryana Government Notification No. GSR. 138/CA.67/57/S.15/Amd.(1)/76, dated 21.5.1976.].

**17. Termination of the contract by State Government in public interest. - [Except as otherwise provided] [See Legislative Supplement Part III dated 18.9.1979.] the contract may be terminated by the Government if considered by it to be in public interest, by giving one month's notice :**

Provided that in the State of national emergency or war the contract may be terminated without giving such notice.

**18. Recovery of contract money as arrears of land revenue. - Any sum due from the Contractor/Contractors on account of contract money in respect of the contract, shall be recovered from him/them as arrears of land revenue.**

**18A. [ No relief in the payment of contract money; [Inserted by Haryana Government Gazetted Notification No. S.O. 54/C.A. 67/1957/S. 15/2000, dated 24th March, 2000.] the contractor shall have no right to seek any relief in payment of contract money on the plea that he was not able to extract sand from any village falling in the zone.]**

**19. Security deposit shall carry no interest. - The security, deposited by the Contractor/Contractors shall not carry any interest. It shall be refunded to the Contractor within three months from the date of expiry or sooner determination of the contract.**

**19A. [ Right to determine contract. - The contractor may determine the contract at any time by giving not less than three calendar months notice in writing to the Government after paying all outstanding dues of the Government:**

[Provided that the security deposited at the time of auction shall be forfeited.] [Added by Haryana Government Notification No. S.O. 143/C.A. 67/1957/S.15/2003 dated 8.12.2003.]

**20. Delivery of possession of the quarry in workable condition. - The Contractor/Contractors shall deliver the possession of the quarry to the Mining Officer,----- in a workable condition. In case he/they fills/fill it with debris, the debris shall be cleared at the cost of the Contractor/Contractors and the amount so spent, shall be deducted from his/their security deposit.**

**21. [ Opening of new quarry and its development plan. - (1) The contractor/contractors shall not open any new quarry without obtaining prior permission in writing from the Director of Industries, Haryana.**

(2)The contractor/contractors shall also submit within thirty days of taking the possession of the quarry a scheme of systematic mining along with plan of the quarry to the director of Industries, Haryana and to the Director General of Mines Safety, Government of India. The area shall be divided into blocks (not exceeding one square Kilometre each) keeping in view the conservation of mineral and safety of the workers employed in the quarry. Extraction of mineral shall be carried out in a phased manner and in accordance with the plan approved by the Director General of Mines Safety, Government of India] [Substituted by Haryana Government Notification No. GSR.33/CA65/57/S.15/84, dated 26.6.1984.].

**22. To allow facilities to other Contractors, etc. - The Contractor/Contractors shall allow existing and further contractors/mining lease holders/permit holders of any land which is comprised in or adjoins or is reached by the land, held by the Contractor/Contractors, reasonable facilities for access thereto.**

**23. Stock lying at the end of the contract. - The Contractor/Contractors shall on termination or sooner determination of the contract, remove all extracted minerals, from the premises of the quarry. All extracted minerals in the said lands, left over undisposed after seven days from the date of the termination or determination of the contract, shall be deemed to be the property of the Government who may dispose it of in any manner it may like, without paying anything therefor to the Contractor/Contractors.**

**24. State Government not responsible for loss to Contractor/Contractors. - The Government shall not be responsible for any kind of loss to the Contractor/Contractors.**

**25. Notices. - Every notice by these presents required to be given to the Contractor/Contractors shall be given in writing to such person, resident on the said lands, as the contractor/contractors may appoint for the purpose of receiving of such notices and if there shall have been no such appointment, then every such notice shall be sent to the contractor/contractors at the address, recorded in this deed or at such other address in India as the Contractor/Contractors may from time to time in writing to the Government designate for the receipt of notices and every such service shall be deemed to be proper, and valid service upon the contractor/contractors and shall not be questioned or challenged by him/them.**

**26. To supply minerals to consumers. - The Contractor/Contractors shall supply to consumers or allow them to excavate building stones, line stone, kankar and bajri at the rates specified in the third schedule appended to the Punjab Minor Mineral Concession Rules, 1964 for their bona fide personal use or for the construction of buildings meant for charitable or philanthropic purposes.**

**27. [ Acquisition of land of third parties and compensation, thereof. - In accordance with provisions of clause 9 of this agreement the contractor shall offer to pay compensation to an occupier or owner of the surface of the land wherefrom the minor mineral will be raised, including the land required for use as access to the quarry mine, stacking of minerals and purposes subsidiary thereto for any damage or injury which may arise from the proposed minor mineral operations of the contractor and in case the said occupier or owner refuses his consent to the exercise of the rights and powers reserved to the Government and demised to the contractor under these presents, the contractor shall report the matter to the [General Manager District Industries Centre who shall request] [Substituted by Haryana Government Notification No. GSR. 138/CA.67/57/S.15/Amd.(1)/76, dated 21.5.1976.] the Collector of the district concerned to direct the occupier or the owner to allow the contractor to enter the said land and to carry on such mining/quarrying operations as may be necessary for the working of the mine/quarry, on deposit with the Collector in advance, of the following amount as tentative compensation to the occupier or the owner by the contractor subject to its final fixation by the Collector under the Land Acquisition Act, 1894] :-**

(a)ten per cent of the annual contract money for land comprising the quarry/mine; and(b)a sum at the rate of one rupee per square yard in the case of arable land and ten paise square yard in the case of waste land, per year, for the land to be used for access to the quarry/mine, stacking of minerals and other subsidiary purposes. The contractor shall use the shortest possible route for access to the quarry/mine. If the amount of final compensation works out to be more than the tentative amount of compensation already deposited, the contractor shall deposit immediately on demand by the Collector the additional amount of compensation. If, however, the amount of final compensation is less than the amount already deposited by the contractor, the excess amount shall be refunded to him;[Provided that the delivery of the possession of the said land through the Collector shall be an additional mode prescribed. The primary responsibility of the contractor is enumerated in clause 9. Therefore, on the ground that it took some time for the Collector to deliver the possession of the said land no relief in contract money shall be admissible.] [Added by Haryana Government Gazetted Notification No. S.O. 54/C.A. 67/1957/S. 15/2000, dated 24th March, 2000.]

**28. [ Recovery of money due to Government. - This indenture further witnesses that in further pursuance of the agreement and covenants referred to above, the contractor and the surety do further covenant that if the contractor shall make default in the payment of the contract money under these presents including any interest thereon, the date or dates on which the same shall be or become payable, then the whole of the outstanding contract money and interest shall be payable by the contractor and the surety jointly and severally. The Government shall be at liberty to recover the same from the contract or the surety irrespective of the fact whether Government shall have pursued all or any of its remedies against contractor.] [Substituted by Haryana Government Notification No. GSR. 138/CA.67/57/S.15/Amd.(1)/76, dated 21.5.1976.]**

**29. [ The Contractor/Contractors shall get himself/themselves registered with the Commercial Taxes Department of Haryana State and shall obtain the sales tax number.] [Instituted by Haryana Government Notification No. GSR.11/CA.67/1957/S.15, dated 9.1.1998.].**

In witness whereof these presents have been executed in the manner hereunder appearing the day and year above-written.

Signature of the Contractor. For and on behalf of the Governor Haryana.

Witness :                      Witness.

1

1

2

2

Signature of the Surety.

Witness :

1

2

Form 'M'(See Rule 53)CertificateIn exercise of the powers, conferred by rule 43 of the Punjab Minor Mineral Concession Rules, 1964, read with [Haryana Government Order No\_\_\_\_\_, dated\_\_\_\_\_, I, \_\_\_\_\_ hereby certify that a sum of Rs\_\_\_\_\_ (Rupees\_\_\_\_\_ (in words)\_\_\_\_\_) is recoverable as arrears of land revenue from\_\_\_\_\_on account of the following in respect of lease or contract of\_\_\_\_\_deposit village(s)\_\_\_\_\_ in\_\_\_\_\_ District] [See Legislative Supplement Part III dated 19.10.1971.] :-

Rs.

(i) Royalty/dead rent \_\_\_\_

(ii) Surface rent \_\_\_\_

(iii) Contract money \_\_\_\_

Total \_\_\_\_

Place Signature of the Issuing

Date Authority with Designation.

Form N(See Rule 33)[This Indenture made this\_\_\_\_\_ day of\_\_\_\_\_ 197\_\_\_\_\_ between the Governor of Haryana acting through\_\_\_\_\_ (hereinafter called the "Government", which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the first part, and Shri\_\_\_\_\_, son of\_\_\_\_\_, resident of\_\_\_\_\_, district\_\_\_\_\_ (hereinafter referred to as "the Contractor" which expression shall where the context so admits, include his heirs, executors, administrators, representatives and permitted assigns) of the second part and Shri\_\_\_\_\_, son of\_\_\_\_\_, resident of\_\_\_\_\_. district\_\_\_\_\_ (hereinafter referred to as "the surety", which expression shall where the context so admits, include his heirs, executors, administrators, representatives and permitted assigns) of the third part And whereas the contractor has offered the highest bid/tender for the contract of\_\_\_\_\_] [Substituted by Haryana Government Notification No. GSR. 138/CA.67/57/S.15/Amd.(1)/76, dated 21.5.1976.](Name of the quarry)(hereinafter referred to as the "said lands") in Tehsil\_\_\_\_\_ District\_\_\_\_\_. And whereas the Contractor has paid Rs\_\_\_\_\_. as first quarterly instalment\_\_\_\_\_ and a security of Rs\_\_\_\_\_ contract money in full for the first year\_\_\_\_\_ for the due fulfilment of the terms and covenants hereinafter mentioned and the Government has agreed to grant him the aforesaid contract.Now these presents witnesseth as follows :-

**1. Amount and mode of payment of contract money. - The contractor shall during the subsistence of the contract, pay in advance, to the Government the following contract money in respect of the said lands, given to him on contract for the period from\_\_\_\_\_. to\_\_\_\_\_, on the dates mentioned below :-**

No. of Instalment

The date on which instalment is to be paid

	Amount of instalment	
(a) In the case of contract where the contract money does not exceed Rs. 1,000	Rs.-----	Full contract money is to be deposited at the time of auction.
(b) In the case of contract where the contract money exceeds Rs.1,000, in 4 equal instalments	Rs-----	[25 per cent of the contract money is to be deposited at the time of auction; and the balance amount shall be deposited on or before the 15th May] [Substituted by Haryana Government Notification No. GSR15/CA65/57/S.15/79 dated 15.2.1979.].

**2. Interest for delayed payments. - If the contractor fails to pay any instalment of contract money or any part thereof on the due date without written permission of the Director, in that behalf, he will be liable after the lapse of 3 days of grace, to pay interest thereon at [twenty four] [Substituted by Haryana Notification No. GSR 18/CA67/1957/S.15/92 dated 20.3.1992.] per cent annum till such amount is paid].**

**3. No quarrying Operations in certain areas. - No quarrying operations or working shall be carried on or permitted to be carried on by the Contractor in or under the said lands or to any point within a distance of ten meters from any railway line, bridge, national Highway, reservior tank canal or other public road or buildings, etc.:**

[Provided that where the continuance of any mining operations in any area, in the opinion of the State Government, is likely to endanger the safety of any National or State Highway, road, bridge, drainage, reservior, tank, canal, other public works; or public or private buildings, Government may terminate the contract after giving one month's notice to the contractor in this behalf. The contract shall stand terminated on the date mentioned in the notice. In such an event the contractor shall be refunded the contract money proportionate to the unexpired portion of the contract paid by him in advance, if any] [See Legislative Supplement Part III dated 18.9.1979.].

**4. To allow entry to Central Government and State Government Officers for Inspection. - The Contractor shall at all reasonable times allow the Director of Industries, Haryana, and any other Officer authorised by the Central Government or by the Haryana Government in that behalf to inspect the said lands and the buildings and plants erected thereon and the Contractor shall assist such person in conducting the inspection and afford them all information they may reasonably require and shall conform to and observe all orders which the Central and the Haryana Government as a result of such**

**inspection or otherwise may from time to time pass.**

**5. Assign, sublet or transfer of the Contract. - The Contractor shall not assign, sublet or transfer the contract to any person without obtaining prior permission in writing from the Government.**

[6. Omitted.] [Omitted by Haryana Government Notification No. GSR. 138/CA.67/57/S.15/Amd.(1)/76, dated 21.5.1976.][7. Payment of compensation to Landowner. - The contractor shall make and pay reasonable satisfaction and compensation for all damage, injury or disturbance which may be done by him in exercise of the powers granted by this contract and shall indemnify and keep indemnified fully and completely the Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and costs and expenses in connection therewith] [Substituted by Haryana Government Notification No. GSR. 138/CA.67/57/S.15/Amd.(1)/76, dated 21.5.1976.].

**8. Not to carry on surface operation in prohibited areas. - The Contractor shall not carry on surface operation in any area, prohibited by any authority, without obtaining prior permission in writing from the contract authority.**

**9. Not to enter and work in reserved and protected forest areas. - The contractor shall not enter and work in any reserved or protected forest without obtaining prior permission in writing from the Chief Conservator or Forests, Haryana or any other Officer authorised by him in this behalf.**

**10. [ Application of all Acts, rules and regulations to this contract. - The contractor/contractors shall abide by the provisions of Mines Act, 1952, Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and the rules and regulations framed thereunder and also the provisions of other labour laws both Central and State as are applicable to workmen engaged in the mines and quarries relating to the provisions of drinking water, rest shelters, dwelling houses, latrines, and first aid and medical facilities in particular and other safety and welfare provisions in general, to the satisfaction of the competent authorities under the aforesaid Acts, rules and regulations and also to the satisfaction of the District Magistrate concerned. In case of non-compliance of any of the provisions of the enactments as aforesaid, the State Government or any officer authorised by it in this behalf may terminate the contract by giving one month's notice with forfeiture of security deposited or in the alternative the State Labour Department may remedy the breach/breaches by providing the welfare and**

**safety measures as provided in the aforesaid enactments at the expense and cost of the contractor/contractors. The amount thus spent shall be recovered from the contract/contractors by the Industries Department and re-imbursed to the Labour Department.] [Substituted by Haryana Government Notification No. GSR.134/CA.67/57/S.15/Amd.(1)/82, dated 6.12.1982.]**

**11. Security deposit shall carry no interest. - The security deposited by the Contractor shall not carry any interest. It shall be refunded to Contractor within three months from the date of expiry or sooner determination of the Contract.**

**12. Penalty for default. - In case of default in the due observance of the terms and conditions of the contract or in payment of the contract money on the due date the contract may be terminated by the Government by giving one month's notice. In such an event, the Government shall at liberty to forfeit the security deposit and also the instalment, paid advance, if any. [The contractor shall deliver the possession of the quarry to the Mining Officer/District Industries Officer concerned within seven days of the receipt of the order of termination of contract.] [Inserted by Haryana Government Notification No. GSR. 138/CA.67/57/S.15/Amd.(1)/76, dated 21.5.1976.]**

**13. Termination of Contract by State Government in public interest. - Except as otherwise provided], the contract may be terminated by the Government if considered by it to be in public interest, by giving one month's notice :**

Provided that in the state of National emergency or war, the contract may be terminated without giving such notice.

**14. Recovery of contract money as arrears of Land Revenue. - Any sum due from the contractor on account of contract money in respect of the contract shall be recoverable from him as arrears of land revenue.**

[15. To submit reports and returns. - The contractor shall submit a monthly return in form 'OO' by the 10th of each month to the Director and to the District Industries Officer concerned, giving the total quantity of minor mineral(s) raised and despatched from the specific area out of the area under contract in the preceding calendar month, and its value and such other information relating to the contract as may be called for by the Director] [Substituted by Haryana Government Notification No. GSR15/CA65/57/S.15/79 dated 15.2.1979.].



**16. State Government not responsible for loss to Contractor. - The Government shall not be responsible for any kind of loss to the Contractor for any reason whatsoever.**

**17. Notices. - Every notice by these presents required to be given to the Contractor shall be given in writing to such person, resident on the said lands, as the Contractor may appoint for the purpose of receiving of such notice and if there shall have been no such appointment then every such notice shall be sent to the Contractor at the address, recorded in this deed or at such other address in India as the Contractor may from time to time in writing to the Government designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the Contractor and shall not be questioned by him.**

[18. In accordance with the provisions of clause 7 of this agreement the Contractor shall offer to pay compensation to an occupier or owner of the surface of the land wherefrom saltpetre will be raised including the land to be used for access to the quarry, preparation of pans for collection of saltpetre and purposes subsidiary thereto for any damage or injury which may arise from the proposed mining operations and if the said occupier or owner refuses his consent to the exercise of the right and powers reserved to Government and demised to the contractor under these presents, the contractor shall report the matter to the [General Manager District Industries Centre who shall request] [Substituted by Haryana Government Notification No. GSR.

138/CA.67/57/S.15/Amd.(1)/76, dated 21.5.1976.] the Collector of the district concerned to direct the occupier or the owner of such land to allow the contractor to enter the said land and to carry out such mining operations as may be necessary for working of the quarry on deposit with him in advance, of the following amount as tentative compensation subject to its final fixation by the Collector under the Land Acquisition Act, 1894 :-(a)ten per cent of the contract money for the land comprising the quarry;(b)a sum at the rate of one rupee per square yard in the case of arable land and ten paise per square yard in the case of waste land per year, for the land to be used for access to the quarry, preparation of pans for collecting saltpetre and other ancillary purposes. The contractor shall use the shortest possible route for access to the quarry. If the amount of final compensation works out to be more than the tentative amount of compensation already deposited, the contractor shall deposit immediately on demand by the Collector the additional amount of compensation. If, however, the amount of final compensation works out to be less than the amount already deposited, the excess amount shall be refunded to him.][19. Recovery of money due to Government. - This indenture further witnesseth that in further pursuance of the agreement and covenants referred to above, the contractor and the surety further covenant that if the contractor shall make default in the payment of the contract money under these presents including any interest thereon, on the date or dates on which the same shall be or become payable then the whole of the outstanding contract money and interest shall be payable by the contractor and the surety jointly and severally. The Government shall be at liberty to recover the same from the contractor or the surety irrespective of the fact whether Government shall have pursued all or any of its remedies against the contractor.]

[Substituted by Haryana Government Notification No. GSR. 138/CA.67/57/S.15/Amd.(1)/76, dated 21.5.1976.]

**20. [ [Inserted by Haryana Government Notification No. GSR.11/CA.67/1957/S.15/98, dated 1.9.1987.] The Contractor/Contractors shall get himself/themselves registered with the Commercial Taxes Department of Haryana State and shall obtain the sales tax number.].**

In witnesses whereof these presents have executed in the manner hereunder appearing the day and year above written. Signature of the Contractor

For and on behalf of the Governor of Haryana

In the present of :-

In the presence of :-

1 Name\_\_\_\_\_ 1 Name\_\_\_\_\_

2 Address\_\_\_\_\_ 2 Address\_\_\_\_\_

1 Name\_\_\_\_\_ 1 Name\_\_\_\_\_

2 Address\_\_\_\_\_ 2 Address\_\_\_\_\_

Signature of the surety :In the presence of :-

**1. Name\_\_\_\_\_**

**2. Address\_\_\_\_\_**

**1. Name\_\_\_\_\_**

**2. Address\_\_\_\_\_]**

[Form 'O'] [Substituted by Haryana Government Notification No. GSR15/CA65/57/S.15/79 dated 15.2.1979.][See Rule 28(4)]Return for the month of\_\_\_\_\_19.

**1. Name of the quarry.**

**2. Location of the quarry.**

(a)Village(b)Tehsil(c)District

**3. Name and address of the contractor.**

**4. Name of minor mineral(s) for which contract has been granted.**

Period of  
contract.

Name of mineral(s)	Closing stock brought forward from the previous month (in tonnes)	Particulars of specific area exploited (Give khasra/rectangle numbers)	Production during the month (in tonnes)	Despatches during the month from the quarry (in tonnes)
1	2	3	4	5

Value of the mineral(s) despatched (as mentioned in Column 5)	Closing stock (in tonnes)	Daily average No. of labourers employed	Total amount of contract money payable to Government from 1st April or from commencement of the contract. whichever is later, to the 31st March next following
Male	Female	Adolescent	Total
6	7	8	9

Note. 1 - Please furnish the reasons for rise or fall in production despatches and labour employment as compared with the previous month.

**2. Please send this report to :**

(i) The Director of Industries, Haryana, Chandigarh. (ii) The District Industries Officer concerned by the 10th of the month following the month under report. Signature of the contractor or his authorised agent. [Form 'OO'] [Added by Haryana Government Notification No. GSR15/CA65/57/S.15/79 dated 15.2.1979.] [See rule 28(4)]

Return of Saltpetre for the period from commencement of the contract, viz., -- to the 31st October, 19 .

1	Name of the quarry.		
2	Location of the quarry -- (a) Village. (b) Tehsil. (c) District.		
3	Name and address of contractor.		
Particulars of specific area exploited (give khasra/rectangle numbers)	Production in tonnes	Despatches in tonnes	Value of the minerals despatched as

1	2	3	mentioned in Column 3
Closing Stock (In tonnes)	(i) Actual upto 30th September	(i) Actual up to 30th September.	(i) Actual upto 30th September.
	(ii) Likely during October	(ii) Likely during October	(ii) Likely during October
	Total amount of contract money payable to the Government for the period from the commencement of the contract to the 31st October, next following.		
5	6		
(i) Actual on 30th September.			
(ii) Likely on 31st October			
Signature of the contractor or his authorised agent.]			