

SCHEDULE X  
[Refer rule 23(7)]  
TRANSFER DEED

PART A

FORMAT OF TRANSFER DEED FOR COMPOSITE LICENCE

The Transfer Deed ("Deed") is made on this [day] day of [month], [year] between:

1. (Name of the person with address and occupation) (hereinafter referred to as the "Transferor" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns); or  
(Name of person with address and occupation) and (Name of person with address and occupation) (hereinafter referred to as the "Transferor" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns); or  
(Name of the person with address of all the partners) all carrying on business in partnership under the firm name and style of (Name of the firm) registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at [address] (hereinafter referred to as the "Transferor" which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns; or  
(Name of Company), a company registered under the (Act under which incorporated) and having its registered office at [address] (hereinafter referred to as the "Transferor" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the first part;  
And
2. (Name of person with the address and occupation) (hereinafter referred to as the "Transferee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns; or  
(Name of the person with address and occupation) and (Name of person with address and occupation) (hereinafter referred to as the "Transferee" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns; or  
(Name and address of all the partners) all carrying on business in partnership under the firm name and style of (Name of the firm)

registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at ..... (hereinafter referred to as the "Transferee" which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns; or

(Name of the Company), a company registered under (Act under which incorporated) and having its registered office at [address] (hereinafter referred to as the "Transferee" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the second part;

And

3. The Governor of [state] (hereinafter referred to as the "State Government" which expression shall where the context so admits be deemed to include the successors and assigns) of the third part.

WHEREAS:

- A. The Transferor has been granted a Composite Licence by the State Government through auction on [date] ("Composite Licence") and a copy of the Composite Licence is attached hereto as Annexure A.
- B. In terms of the Composite Licence, the Transferor is entitled to conduct Geological Exploration of the area under the Composite Licence (more particularly set out in Annexure B) to ascertain evidence of Mineral Contents in accordance with the Parameters search, for the term and subject to the payment of the prospecting fees and royalties and observance and performance of the Transferor's covenant and conditions in the Composite Licence including a covenant not to transfer the Composite Licence in violation of applicable laws.
- C. The Transferor has, pursuant to its transfer application letter dated [date], requested the State Government for its approval in connection with transfer of the Composite Licence to the Transferee.
- D. The State Government has, pursuant to its letter dated [date] approved the transfer application of the Transferor subject to compliance by the Transferee of the terms and conditions contained in this Deed.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used but not defined in this Deed shall, unless the context otherwise requires, have the respective meanings ascribed thereto in the Composite Licence or the Mines And Minerals (Development and Regulation) Act, 1957, and the rules made thereunder as the case may be.
2. The Transferee hereby covenants with the State Government that from and after the transfer and assignment of the Composite Licence, the Transferee shall be bound by, and be liable to perform, observe and conform and be

subject to all the provisions of all the covenants, stipulations and conditions contained in the Composite Licence in the same manner in all respects as if the Composite Licence had been granted to the Transferee as the lessee thereunder and he/ it had originally executed it as such.

3. It is further hereby agreed and declared by the Transferor of the one part and the Transferee of the other part that:

- 3.1. The Transferee and the Transferor declare that the Transferee meets and shall continue to meet all the eligibility conditions which were required to be met by the Transferor for grant of the Composite Lease.
- 3.2. The Transferor and the Transferee declare that they have ensured that the mineral rights over the area for which the Composite Licence is being transferred vest in the State Government.
- 3.3. The Transferee acknowledges that he/ it has received a copy of, and has read and understands the Composite Licence, and covenants, agrees and confirms that it shall be bound by all provisions of the Composite Licence as if it was an original party thereto.
- 3.4. The Transferor hereby declares that he/ it has not assigned or in any other manner transferred the Composite Licence now being transferred and that no other person or persons has any right, title or interest whereunder in the present Composite Licence being transferred.
- 3.5. The Transferee hereby declares that he/ it has accepted all the conditions and liabilities which the Transferors was having in respect of such Composite Licence.
- 3.6. The Transferee further declares that he/ it is financially capable of and will directly undertake prospecting operations.
- 3.7. The Transferor has supplied to the Transferee the original or certified copies of all plans of exploration and abandoned pits in the area and in a belt of sixty five meters wide surrounding it.
- 3.8. The Transferee hereby further declares that as a consequence of this transfer, the total area while held by him/ it under mineral concessions are not in contravention of the provisions of the Mines and Minerals (Regulation and Development) Act, 1957 or the rules made thereunder.
- 3.9. The Transferor has paid all prospecting and other fees, royalties, and other dues towards the State Government till the date, in respect of the Composite Licence.

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

For and on behalf of the State Government:

.....

Name:

Designation:

For and on behalf of the Transferor:

.....

Name:

For and on behalf of the Transferee:

.....

Name:

ANNEXURE A  
Copy of Composite Licence  
ANNEXURE B

Location and area of the Composite Licence  
[Particulars of area, including Geo-coordinates, to be provided]  
PART B

FORMAT OF TRANSFER DEED FOR MINING LEASE

The Transfer Deed ("Deed") is made on this [day] day of [month], [year] between:

1. (Name of the person with address and occupation) (hereinafter referred to as the "Transferor" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns); or  
(Name of person with address and occupation) and (Name of person with address and occupation) (hereinafter referred to as the "Transferor" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns); or  
(Name of the person with address of all the partners) all carrying on business in partnership under the firm name and style of (Name of the firm) registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at [address] (hereinafter referred to as the "Transferor" which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns); or  
(Name of Company), a company registered under the (Act under which incorporated) and having its registered office at [address] (hereinafter referred to as the "Transferor" which expression shall where the context so

admits be deemed to include its successors and permitted assigns) of the first part;

And

2. (Name of person with the address and occupation) (hereinafter referred to as the "Transferee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns; or

(Name of the person with address and occupation) and (Name of person with address and occupation) (hereinafter referred to as the "Transferee" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns; or

(Name and address of all the partners) all carrying on business in partnership under the firm name and style of (Name of the firm) registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at ..... (hereinafter referred to as the "Transferee" which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns; or

(Name of the Company), a company registered under (Act under which incorporated) and having its registered office at [address] (hereinafter referred to as the "Transferee" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the second part;

And

3. The Governor of [state] (hereinafter referred to as the "State Government" which expression shall where the context so admits be deemed to include the successors and assigns) of the third part.

WHEREAS:

- A. The Transferor has been granted a mining lease by the State Government in respect of which the State Government and the Transferor have executed: (a) a Mine Development and Production Agreement, dated [date]; and (b) a lease deed dated [date] and registered as no. [number] on [date] at the office of the Sub-Registrar of [address] in connection with the mining lease (collectively "Concession Documents") and the same is attached hereto as Annexure A.
- B. In terms of the Concession Documents, the Transferor is entitled to search for, win and work mines and minerals in respect of (Name of minerals) in the lands described in the Schedules to the Concession Documents (more particularly set out in Annexure B), for the term and subject to the

payment of the rents and royalties and observance and performance of the Transferor's covenant and conditions in the Concession Documents including a covenant not to transfer the mining lease in violation of applicable laws.

- C. The Transferor has, pursuant to its transfer application letter dated [date], requested the State Government for its approval in connection with transfer of the Mining Lease to the Transferee.
- D. The State Government has, pursuant to its letter dated [date] approved the transfer application of the Transferor subject to compliance by the Transferee of the terms and conditions contained in this Deed.

NOW THIS DEED WITNESSETH AS FOLLOWS:

- 1. Capitalised terms used but not defined in this Deed shall, unless the context otherwise requires, have the respective meanings ascribed thereto in the Concession Documents.
- 2. The Transferee hereby covenants with the State Government that from and after the transfer and assignment of the mining lease, the Transferee shall be bound by, and be liable to perform, observe and conform and be subject to all the provisions of all the covenants, stipulations and conditions contained in the Concession Documents in the same manner in all respects as if the mining lease had been granted to the Transferee as the lessee thereunder and he/ it had originally executed the Concession Documents as such.
- 3. It is further hereby agreed and declared by the Transferor of the one part and the Transferee of the other part that:
  - 3.1. The Transferee and the Transferor declare that the Transferee meets and shall continue to meet all the eligibility conditions which were required to be met by the Transferor for grant of the mining lease.
  - 3.2. The Transferor and the Transferee declare that they have ensured that the mineral rights over the area for which the mining lease is being transferred vest in the State Government.
  - 3.3. The Transferee acknowledges that he/ it has received a copy of, and has read and understands the Concession Documents, and covenants, agrees and confirms that it shall be bound by all provisions of the Concession Documents as if it was an original party thereto.
  - 3.4. The Transferor hereby declares that he/ it has not assigned or in any other manner transferred the mining lease now being transferred and that no other person or persons has any right, title or interest where under in the present Mining Lease being transferred.

- 3.5. The Transferee hereby declares that he/ it has accepted all the conditions and liabilities which the Transferors was having in respect of such mining lease.
- 3.6. The Transferor has supplied to the Transferee the original or certified copies of all plans of abandoned workings in the area and in a belt sixty five metres wide surrounding it.
- 3.7. The Transferee hereby further declares that as a consequence of this transfer, the total area while held by him/ it under mineral concessions are not in contravention of the provisions of the Mines and Minerals (Regulation and Development) Act, 1957 or the rules made thereunder.
- 3.8. The Transferor has paid all the rent, royalties, and other dues towards the State Government till the date, in respect of the mining lease.

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

For and on behalf of the State Government:

.....

Name:

Designation:

For and on behalf of the Transferor:

.....

Name:

For and on behalf of the Transferee:

.....

Name:

ANNEXURE A

Copy of Concession Documents

ANNEXURE B

Location and area of the Mining Lease

[Particulars of area, including Geo-coordinates, to be provided]