

CHHATTISGARH MINOR MINERAL ORDINARY SAND (QUARRYING AND TRADE) RULES, 2019

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3. RULES Short title, extent and commencement.—(1) These rules shall be called the Chhattisgarh Minor Mineral Ordinary Sand (Quarrying and Trade) Rules, 2019. (2) It shall extend to the whole State of Chhattisgarh. (3) These rules shall come into force from the date of its publication in the Official Gazette.

Definitions.—(1) In these rules, unless the context otherwise requires,— (a) (b) (c) (d) "Ceiling Price" means the highest price fixed for auction (reverse auction), below which the bidders will bid; "District-level Committee" means the committee of officials constituted at the district level by the Collector, which shall function according to the provisions laid down; "Preferred bidder" means the bidder specified in clause (c) of sub- rule (4) of rule 6; "Auction (Reverse Auction)" means the bid submitted descending order below the ceiling price in a phase of bidding for grant of lease to quarry ordinary sand as described in rule 6. (2) Words and expressions used and not defined in these rules shall have the same meanings as assigned to them in the Chhattisgarh Minor Mineral Rules, 2015. **Identification of Ordinary Sand Quarries and fixation of Ceiling Price.**—(1) The district Collector shall, in accordance with the opinion of the

District-level Committee, identify sand mining areas by demarcating boundary (with latitude and longitude), declare the same as quarries and 2019 1016 (25) 4. 5. 6. assigning to them specific names. A copy of the list of quarries so declared shall be sent by the Collector to the Director, Geology and Mining, Government of Chhattisgarh.

(2) The District-level Committee shall, prepare groups of quarries of ordinary sand declared for auction (reverse auction). (3) The District-level Committee shall determine the ceiling price per cubic meter, for quarrying and loading Of ordinary sand in district-wise, including the rate of loading, construction Of ramp, route of quarries, and other related expenses. (4) The ceiling price shall not include the amount of the royalty, contribution to the District Mineral Foundation Trust,

Environmental Cess, Infrastructure Development Cess, Tax Deduction at Source, and other taxes as applicable. (5) In Scheduled Areas, prior approval of the Gram Sabha shall be mandatory for declaration of ordinary sand mining area. **Duration of Quarry Lease.**— The quarry lease for quarrying of ordinary sand shall be granted for a period Of two years, which may be extended for a further period of one year. The

period of two years shall be reckoned from the date Of registration of the Quarry Lease Deed. **Bid Security and Performance Security** (1) To bid in auction (reverse auction), every bidder shall be required to provide twenty percent amount of Performance Security as Bid Security. Provided that in case the bid is for less than sixty percent of the ceiling price fixed, the Bid Security amount shall be deposited twice the amount of Bid Security. (2) After the auction (reverse auction), within fifteen days of the declaration of the

preferred bidder, he shall be required to deposit Performance Security at the rate of rupees one lakh per hectare or part thereof. Said amount shall be deposited by way of Bank Guarantee/FDR valid for a period of two years. **The Process of Auction (Reverse Auction) for Grant of Quarry Lease.**—(1) Eligibility for grant of quarry lease :- (a) No quarry lease for ordinary sand shall be granted unless a person is domicile of Chhattisgarh, or a company duly registered under the Companies Act, 2013 (No. 18 of 2013) and he should satisfy all conditions specified in these rules: 1016 (26) 16 2019 Provided that if the bidder is a

company, minimum three-fourth of its shareholders should be domicile of Chhattisgarh. (b) To participate in the auction (reverse auction) for ordinary sand, the bidder must satisfy the terms and conditions prescribed for bidding and such bidders shall be called technically eligible bidders. The bid submitted by the person or company, which is technically not eligible, shall be deemed to cancel automatically. (c) The preferred bidder shall be determined on the basis of the financial bids of only the technically eligible bidders. (2) The auction (reverse auction):- (a) Collector shall complete the procedure of auction (reverse auction) in a transparent manner, complying with the guidelines issued from time to time by the Director.

(b) Documents relating to eligibility for bidding and submission of bid shall be submitted separately in two sealed envelopes. The First Envelope shall contain documents suitable in accordance with the requirements specified in the NIT. The second envelope shall contain the financial bid, which shall be kept within the first envelope only. (3) The standard unit for bidding shall be as follows:- (a) The District-level Committee shall fix a specific amount to be called the ceiling price. This amount will be the standard unit per cubic meter of sand to be extracted. (b) For the purpose of the payment as auction amount to the State Government, the bidder shall quote the amount lower than the standard ceiling price as per rupees per cubic meter specified for auction (reverse auction) of the minerals to extract from lease area. (c) The auction amount shall be payable on per cubic meter to the State Government according to the quantity of sand despatched. (4) The process of bidding:- (i) The Collector shall publish the notice in departmental website and regional newspaper and display on notice board office of the Collector / Gram Panchayat/

Janpad Panchayat/ Zila Panchayat and Local Urban Bodies concerned for inviting the auction (reverse auction) to initiate procedure of auction (reverse auction). Auction (reverse 2019 1016 (27) (ii) (iii) (iv) (vii) (viii) (ix) (x) auction) documents issued by the collector shall contain as follows:- (a) The particulars of the area (including the geographical coordinates i.e. latitude and longitude) emphasized and demarcated as per report of delimitation received from the respective Revenue Officer; (b) Information regarding the mineral availability in the area. Prospective bidders shall be allowed to study the bid documents after release of the notice inviting tenders by providing period of 21 days. After which auction process shall commence. The bids in the manner prescribed in the clause (b) of sub rule (2) shall be accepted till the time as may be described in the NIT. The bidder who submits the lowest bid shall be declared as the preferred bidder. If two or more bidders submit the same bid quote, then the preferred bidder shall be selected through lottery process amongst them. If a single bid is received in auction (reverse auction) process, the competent authority shall have the power to extend more seven days at the date appointed for submission of bids. If a single bid remains even thereafter, the competent authority shall have the power to accept or reject it. The competent authority shall have the power to annul the bid at any stage for reasons to be recorded in writing. In case the bid is less than sixty percent of the ceiling price fixed, the Bid Security amount to be deposited shall be twice the amount of Bid Security. If twice the amount of Bid Security is not deposited according to clause (vii), the submitted bid will be deemed to be defective and rejected. No bid below fifty percent of the ceiling price shall be acceptable. Bids submitted below fifty percent of the ceiling price shall be deemed to be rejected automatically. 7. (5) In case of any dispute arising in the course of the auction (reverse auction) process, the decision of the Collector shall be final and binding. Order regarding grant of Quarry On completion of the process of auction (reverse auction), the preferred bidder shall deposit the 1016 (28) 8. 2019 Performance Security amount according to rule 5, and on receipt of the Performance Security, the sanctioning authority shall issue a letter of intent to the preferred bidder. (2) The preferred bidder shall be considered as successful bidder on fulfilment of the following conditions:- (a) Compliance of the conditions relating to eligibility; (b) Submission of all consents, approvals, no-objection and such documents as may be required under relevant laws relating to commencement of quarrying operations; (c) Submission of approved mining plan; (3) On compliance of the conditions specified in sub-rule (2), the sanctioning authority shall grant quarry lease to the successful bidder. (4) If within six months of the date of issue of the letter of intent, the conditions specified in sub-rule (2) remain unfulfilled, the letter of intent will be deemed to be cancelled automatically, and the Performance Security deposited by the preferred bidder shall be confiscated: Provided, that if on an application to this effect by the successful bidder, it is found that adequate reasons exist for failure of the preferred bidder to comply with the conditions specified, within the time specified, the Director may extend the time limit by a further period of six months. Quarry Lease Deed to be executed within ninety days.—(1) Where a quarry lease has been granted, within ninety days of approval order of the lease, the quarry lease deed must be executed in the

Form-I and the same must be registered under the Indian Registration Act, 1908 (16 of 1908), and if the deed has not been executed, within the stipulated time the approval order of the lease shall be liable to be revoked. (2) In case the successful bidder is unable to execute the quarry lease deed within the specified period of ninety days, he may apply for extension of time by depositing a non-refundable amount of rupees

five hundred with the Director before the said period by reason to be recorded. (3) On receipt of an application under sub-rule (2), the Director shall satisfy himself regarding the adequacy and genuineness of the reasons for inability to execute the lease deed, and, on being satisfied, he may grant a further period of time not exceeding ninety days. 2019 1016 (29) 9. General Terms and Conditions for quarry and trade

of minor mineral ordinary sand.— (I) Every quarry lease shall be subject to the following conditions, namely • (a) The lease holder shall deposit by the twentieth day of the first month, every year, in advance, dead rent at the rate of rupees five thousands per hectare for the whole year, or the amount of royalty, whichever is higher, not both. (b) The lease holder shall also pay, for the surface area occupied or used by him for the purpose of mining operation, surface rent in advance for the whole year on or before the 20th day of the first month every year; (c) The lease holder shall be responsible to deposit in the designated head of account, the royalty on per cubic meter basis as may be prescribed by the Government from time to time, for minerals to be extracted. (d) The difference between the Ceiling Price and the lowest bid received, or a percentage as may be fixed by the Government, shall be paid by the lease holder to the Government as auction amount, (e) Notwithstanding any other action that may be taken in case of default in payment of dues as specified in [clauses (a), (b), (c), (d)] within time under these rules or under any other condition of the lease, the lease holder shall pay interest at the rate of 24% per annum or equivalent to the rate of interest prescribed under rule Mineral Concession Rules, 2016 whichever is higher for all the default payment. (f) The lease holder shall be responsible to deposit in the designated head of account, the

DMF as IO percent of royalty and other taxes, on per cubic meter basis as may be prescribed by the Government from time to time, for minerals to be extracted. (g) The quarrying operations of ordinary sand shall be done in accordance with the approved mining plan. The responsibility for preparing the mining plan and getting the same approved by the competent authority shall be the responsibility of the preferred bidder. (h) The mining plan must be prepared only by a qualified person authorized by the Director,

Ge010U and Mining. 1016 (30) (i) O (k) (1) 2019 Approval of the mining plan shall be done by the Deputy Director (Mineral Administration) and Mining Officer posted in respective district who must be a post graduate with as a subject. In case, Deputy Director (Mineral Administration) and Mining Officer are not posted in the district, the mining plan shall be approved by the qualified Deputy Director (Mineral

Administration) and Mining Officer in the neighbouring district or in the Directorate of Geology and Mining, as authorized by the Director. For quarrying of ordinary sand, the lease holder shall obtain from the competent authority, all environmental approvals including water and air pollution consents as applicable under the Water (Prevention and Control of Pollution) Act, 1974 (6 of 1974), Air (Prevention and Control of Pollution) Act, 1981 (14 of 1981) and Environment Protection Act, 1986 (29 of 1986) and the rules framed thereunder, and during quarrying operations he shall be responsible for compliance With the terms of these consents. The lease holder shall be responsible for construction of a ramp to lead from the approach road to the quarry and for the due repair and maintenance of the same. (m) The transportation of ordinary sand shall be done with the Transit Pass on Form-I. For this purpose, application shall be made on Form- 11 under the Chhattisgarh Minor Mineral Rules, 2015. (n) The lease holder shall make necessary arrangements at the quarry- site for issue of Transit Pass for transportation Of the mineral. (o) No quarrying activity shall be done within a distance of two hundred meters from any bridge or National /

State Highway. (p) No quarrying activity shall be done within a distance of hundred meters from any natural source of water or dam or reservoir or other structure. (q) Quarrying shall be done excluding space on both banks of a river up to a distance equal to ten percent of the width of the river. (r) Quarrying shall be done only up to a depth of three meters from the surface or up to the bed rock of the river. (s) Particulars of quarrying shall be furnished on monthly/half-yearly and annual basis, by the lease holder to the Collector concerned, on or before the fifth day of the following month on the prescribed forms IO. 11. 12. 1016 (31) in terms of clauses (a), (b) and (c) of sub-rule (20) of rule 51 of the Chhattisgarh Minor Mineral Rules, 2015. Failure to submit the particulars as above shall be imposed a penalty as prescribed in clause (d) of sub-rule (20) of rule 51 of Chhattisgarh Minor Mineral Rule, 2015. (t) In every quarry of ordinary sand, the ceiling price fixed (on which the sand must be loaded) and other taxes shall be

prominently displayed. (u) To the extent feasible, only local manpower shall be deployed to work in the quarry of ordinary sand. (v) The orders of the Court, Central and State Governments, issued from time to time, shall have to be necessarily complied with. (w) In the event of violation of the terms and conditions of the lease deed or the provisions contained in these rules the Performance Security whole or part thereof may be confiscated by the Collector. Use of Information Technology. — The State Government may use information technology systems to ensure the availability of ordinary sand in an organized manner. The directions issued by the State Government from time to time in this regard will have to be complied with.

Registration of Traders to deal in Ordinary Sand. — (1) All traders dealing in ordinary sand in the district shall register them self in Form-II. (2) The registration shall be done by concerned Collector of the district and issue registration certificate in Form-III. (3) The registration shall be for a period of two years. (4) For registration of trader, the application fee shall be rupees ten thousands and the security deposit shall be rupees one lakh. (5) If a trader violates the terms of registration, the security deposit may be confiscated in part or in full, by the Collector.

Effective Control on illegal quarrying and transportation Of ordinary sand.— (1) The vehicles deployed for transport of ordinary sand will have to be registered according to the directions of the State Government and the Director, Geology and Mining, Chhattisgarh. (2) Special flying squads shall be formed at the district and Directorate levels for effective control of illegal quarrying / transportation / storage of ordinary sand and other minerals. 1016 (32) 13. 14. 15. 16. 17. 2019 Allocation of Revenue among the Panchayats and Urban Local Bodies. — The optimum royalty received by the sand quarries by Gram Panchayats / Janpad Panchayats and urban local bodies in the past five years shall be increased by twenty-five percent and the equivalent amount so received shall be allocated to the respective Panchayats / Urban Local Bodies in the following financial year. Penalty.— When any person is found to be quarrying / storing / transporting ordinary sand in a manner other than through legal right, then such action shall be deemed to be an offence under the Mines and Minerals (Development and Regulation) Act, 1957, and the rules framed thereunder, as amended from time to time, and such a person shall be liable for penalty accordingly. Appeal and Revision.— Notwithstanding anything to the contrary contained in these rules, in respect of any order passed under these rules, an appeal or revision shall be made according to the provisions contained in Chapter XIV of the Chhattisgarh Minor Mineral Rule, 2015. Clarification.— In case of any ambiguity relating to interpretation of any provision in these rules, the provisions contained in Chhattisgarh Minor Mineral Rules, 2015, shall apply. Repeal and All directions and orders concerning the quarrying and trade of ordinary sand, issued prior to these rules coming into force, shall stand repealed once these rules come into force. (2) Notwithstanding anything contained in sub-rule (1), any action taken in the past under any direction or order so repealed shall be deemed to be valid unless specifically not inconsistent with provisions of these rules. By order and in the name of the Governor of Chhattisgarh, ANBALAGAN P. , Special Secretary. 2019 Form-I Quarry Lease Deed for Ordinary Sand {(See rule-8 (1))} 1016 (33) Agreement deed for Quarry Lease of Minor Mineral Sand This agreement, through the Collector....., Chhattisgarh as a party, the Governor of Chhattisgarh (hereinafter referred to as the "lessor"), and wherein it is relevant to the context, there is also his successor) and the other party - (including the name, address and occupation of the person), (hereinafter referred to as the "lessee"), and wherein it is relevant to the context, there is also includes his heirs, executors, administrators, representatives and permitted assignees) Or (including name, address, business of society or association) and (Including the person's name, designation) (hereinafter referred to as the "lessee"), and wherein it is relevant to the context, there is also includes his heirs, executors, administrators, representatives and permitted assignees respectively) participants) S/o All persons is doing business Or (Names and addresses of the Resident . in partnership under names and 1016 (34) designations of firm.. 2019 ..(name of firm) registered under the Indian Partnership Act, 1932 (9 of 1932) and its registered office at..... (hereinafter referred to as the "lessee"), and wherein it is relevant to the context, there is also includes all representatives and partner, heirs, executors, administrators, legal permitted assignees of said firms) Or A company registered under the Companies Act, 2013 (18 of 2013) office at . (company of the name) and its registered (address) (hereinafter referred to as the licensee) and wherein it is relevant to the context, there is also includes his successor and permitted assignees) his and permitted assign shall be deemed to be included) Accordingly, the lessee / lessee has, according to the Chhattisgarh Minor Mineral Ordinary Sand (Quarrying and Business) Rules, 2019 (which is hereinafter referred to as the said rule) quarry lease's Acceptance have been given till Two years from registration dated.... to,..... for ordinary sand in

respect of lands mentioned in Part-A of the schedule written hereunder. Thus the lessor has agreed to pay the auction amount at the per cubic meter as per the terms of the auction rate of Rs . (reverse auction), which the amount shall hereafter be called the auction amount. Rs Amount of Executive Security have been deposited as Bank Guarantee / National Savings Letter / Fixed Deposit on the dated. , which can be able to forfeited whole or 2019 1016 (35) part thereof as result of breach of terms of the contract of the auction (reverse auction) and this rule in any way. So Collector / Additional Collector (Senior Indian Administrative Service Pay Scale) District has approved the quarry lease of which the map is attached and the area of mine is..... hectare and whose details are given in the lands mentioned in Part-I of the attached schedule, which will now be called "Quarry Lease". All mines of sand (herein mentioned in minerals or minerals) (specified herein and in the schedule as the above minerals) in those lands, which are specified in the Part-I of said schedule, is located in and under, and including the freedoms, powers and privileges applicable in relation to it, which are mentioned in part-I of the said schedule, subject to the terms and conditions relating to the exercise and enjoyment of such freedoms, powers and privileges as described in Part- III of the said Schedule, with the exception of and in this lease, premises hereby provide and on lease to lessee for holding for period from the date till (till 02 years) by Reserving the freedoms, powers and privileges for the State Government as described in Part-IV of the said schedule, so the various rent and royalty as described in Part-V of the said schedule, respectively, shall provide to the State Government at the times which are specified therein, subject to the provisions contained in Part-VI of the said schedule or pay them and the lessee, hereby, makes such contract with the State Government Which is expressed in Part-VII of the said schedule, and 1016 (36) 2019 the State Government hereby undertakes such contract with the lessee which is expressed in Part-VIII of the said Schedule, and mutually agreed between its parties, which is expressed in Part-IX of the Schedule; In whose evidence this deed is executed on the date and year written above, in the manner which appears under it. SCHEDULE Part-I Area of this lease Location and area of lease: - All such region (discription of the area or areas) of lands situated at which is in Gram Panchayat . and which is Khasra number in Tehsil Total rakba ..hectear. which has each corner marked in the map attached to it and which is shown in red color, and whose boundaries of latitude-longitude are as follows: - Which is hereinafter referred to as "the said land"; Part-11 Subject to the such terms and conditions, which are given in Part- III, the freedom, powers and privileges exercised and consumed by the lessee (1) Entering the land and obtaining minerals and working etc. :- 16 2019 1016 (37) Hereby during the period of the lease, Freedom and power to hereby enter the said land and to acquire, work, carry and disposal regarding procuring of the said minaral. (2) Construction of roads and paths etc. and use of existing roads and paths: - Freedom and power to use or in relation to such conditions as may be agreed upon by the State Government, to the construction of any roads and paths on or above the said land for any purpose or in relation to the purposes described in this Part. Part-III Terms and conditions regarding the exercise of the freedoms, powers and privileges described in Part-11: - (1) There will be no buildings etc. at certain places: - Construction of any transport route or any ground floor works also in any public Bihar land, cremation ground or cemetery land or any place considered sacred by any class of persons or in such other place, which the State Government may determine as a public place, will not be done, (2) No mining works shall be conducted within the prohibition distance: - The lessee shall not undertake any work or mining works at any site within the prohibited distances specified in the rules and . or will not allow them to do. 1016 (38) 2019 (3) Facilities for adjacent government licenses and leases: - The lessee shall give permission in respect of providing reasonable facilities for accessing to the existing and prospective holders of government licenses or leases on any such land which is comprised in the land held by the lessee / lessees, or is adjacent to such land, or to which the land is held by him: Provided that no substantial impedance or interference shall be made by such holders of the licensees or leases regarding the lessee's works under this deed and such reasonable compensation shall be given to the lessee for any loss or damage caused to the lessee due to the exercise of this freedom, as mutually agreed upon, or in case of disagreement, as decided by the State Government. Part-IV Reserve freedom, powers and privileges of the State Government (1) Construction of tracks, pathways, anicuts, and power grids, etc. The State Government or any person authorized by him in this behalf or a lessee shall have power to enter and occupy the said lands for any purpose other than the purposes described in Part-II of this Deed and on, above or beyond to maintain the construction of tracks, roads, anicuts and power grids and to repair to it or to cross through or over them or along with them from any existing tracks, roads, anicuts, power grids and

other routes for all purposes as .require by any occasion: 163FF2019 1016(39) Provided that there shall not be substantial impedance or interference with or in relation to the freedoms and privileges of the lessee / lessees under these deeds, by such other lessee or person in exercising such freedom and power and for the loss or damage to the lessee / lessee due to or resulting the exercise of this freedom, the lessee / lessees- shall be given a reasonable compensation as mutually agree, or as in the case of disagreement as may be determined by the State Government. Part-V Rent and royalty reserved by this lease (1) To pay the dead rent or royalty whichever is higher The lessee shall pay the specified mandatory rent for each year of the lease: Provided that under Rule 9 (1) (a) of these rules, where the holder of such lease has been liable to pay royalty for any mineral removed or consumed from, the lease area by him or his agent, manager, employed person, then he shall be liable to pay such royalty or dead rent, whichever is higher, in respect of such area. (2) Rates and manner of payment of rent and dead rent: - Subject to the provisions of Part-I of this Part, during the existence of the lease, the lessee shall pay annual dead rent to State Government for the lands mentioned in Part-I of this Schedule for per hectare or part thereof in such manner as specified in rule 9 (1) (a) of this rule. 1016 (40) 2019 (3) Rates and manner of payment of royalty : - Subject to the provision of Part-I of this Part, during the existence of this lease, the lessee shall pay royalty to the State Government as specified in rule 9 (10) (c) in respect of mineral/minerals removed by him or her in the lease area, at the rate specified in Schedule-III of the Minor Mineral Rules, 2015 for the time being. (4) Payment of auction amount:- There shall be pay the auction amount at the rate of Rs... .. on the quantity of per cubic meter of mineral extracted by the lessee from the quarry lease through auction. (5) Payment of surface rent:- The lessee, in respect of the said lands, at the time of which the lessee has interfered with, or used, the authority of this deed, in respect of the surface of all parts, rupees per annum, per hectare or part thereof, respectively, at the rate of or during the time period for the commencement of such interference or use, of the part thereof interfered or used, unless such interference or use of the area shall cease on, surface rent shall pay to the State Government at the rate of determined of the rent from time to time as per detailed mention in rule 9 (1) (b). (6) Will display rates / prices set by the Government in the mine area The lessee shall display a notice board on his own expenditure, showing the ceiling price fixed by the government, royalty, DMF, 16 2019 1016 (41) all cess and other taxes as determined by the Central/State Government. Part-VI Provision regarding rent and royalty (1) Methods of computation of royalty: - For the purposes of computing the above royalty, the lessee shall maintain a correct account of the production of the mineral consumed and dispatched as well as the quantity of the mineral, which is in the stock or in the process of export, can be investigated by an officer authorized under this rule. (2) If the rent and royalty are not paid on time, then action: - Under the terms and conditions of this deed, no any rent, royalty or other amount payable to the State Government is paid by the lessee in the prescribed time, the amount may be recoverd like revenue land Percent Per annum payable thereon or rate of at the rate of . interest specified in . . whichever is higher, on the certificate issued by the Deputy Director (Mining administration)/ Mining Officer/Assistant Mining Officer . Part-VII Contracts of Lessee / Lessees (1) The lessee will pay rent and owners taxes etc.- The lessee shall pay the rents and royalty reserved by this lease at such times and in such manner as are provided in Parts 5 and 6 of 1016 (42) 2019 this Deed, as charged by the Authority of the State Government from time to time. (2) Displaying information of latitude-longitude and applicable rates showing the mine area:- The lessee shall display, the information of the latitude-longitude showing the area of the mine, on the notice board, according to the demarcation shown in the map attached to this lease at his own expense and keep them maintained and in restoration. It will be clear enough from such bushes and other obstacles that they can be easily identified and the highest fixed value of sand shall be displayed in each sand mine. (3) Operations will be started within a month and work will be done efficiently:- The lessee shall commence works within one month from the date of registration of lease. (4) Shall be kept indemnify against all claims to the government:- The lessee shall pay such reasonable indemnification and compensation and pay thereof as per the law prevailing on that subject, for all such loss, damage or disturbance as may be incurred by him exercising the powers conferred by this lease, as determined by the lawful authority and in respect of any such loss, damage or obstacles against all such claims and all costs and expenses about it, that make by any person or any persons, shall indemnify the State Government and shall indemnify completely and as overall. 2019 (5) Permission of inspection of mines: - 1016 (43) The lessee shall permit any officer authorized under these rules to enter the office of an excavation area or an office located in a premises for the purpose of inspection, testing, survey,

prospecting and making its maps, taking samples and collecting any data and the lessee along with such qualified person employed by him, who is familiar with the mine and the works, shall effectively assist to such officer/agents, servant and workers in carrying out each such inspection and give all such facilities, information regarding the working of the mines, which they should require objectively and necessarily do work as per all such orders and regulations, such as the Central or State Government deemed to impose As a result of such inspection or otherwise from time to time and adhere thereto. (6) Report of the accident:-

The lessee shall, without delay, send a report of an accident, to the Collector and the concerned police station, which has occurred under this lease in sequence of works which have resulted in death or serious bodily damage or serious damage to property, or to be seriously affected or endangered to life or property.

(7) Reporting of exploration of other minerals: - The lessee shall, without delay, report the exploration of any mineral in the lease area which is not specified in the lease, with full details about the nature and condition of each such achievement to the collector, if any mineral which is not specified in the lease, is explored in the lease area, the lessee shall not acquire such mineral, 1016 (44) 2019 and shall not dispose of it unless such mineral are comprised in the lease or are not obtain a separate lease therefor. (8)

Maintenance of records and accounts about production and employees etc. The lessee shall keep or maintain correct accounts and such perceptible accounts books in such office which are located on or near the said lands, at all times during the said period, which shall contain correct entries from time to time in respect of the following:- 1. Quantity and type of said mineral obtained from the above lands; 2. The minerals that have been sold, the quantity and the different types separately; 3. All or prices of seller of the said mineral and all other details; 4. specifying the Number of persons employed in mines or works on the above lands, nationality, qualifications and salary of technical personnel; 5. Such other facts, specifications and circumstances about which the State Government may expect from time to time, and such officer at such times as may be appointed by the Central Government or the State Government, the actual and concise summary of all such books of accounts and all or any of the foregoing such information about the subject, as prescribed by the State Government, shall be presented free of cost and, at such reasonable times, such officers, as the Central or State 2019 1016 (45) Government may appoint in that behalf, shall allow to enter and keep free access to the said offices for the purposes of examining and inspecting the said account books, record and records, and for preparing copies and citations thereof. (9) Payment of damages

compensation to third parties: - The lessee, exercising the freedoms and powers conferred on this deed, shall make reasonable and compensatory compensation for all loss, damage or obstacle done to any person or property and shall be harmlessly saved to the State Government for all such promises, claims and demands at all times and Against thereto, which is done by any person or persons for any loss, damage or obstacle and keep indemnified. In the case of Government land, the lessee shall pay compensation of the amount equal at percent of the price fixed by the Revenue Department for the land falling in the respective district for each financial year to the State Government. (10) The lessee shall deposit the required additional amount: - Whenever an executive security of Rs. is made deposited thereafter with the State Government to replenish any part of it and the amount is to be surrendered or the State Government is to be used in accordance with the power declared hereinafter, the lessee shall deposit such further amount with the State Government which together with the appropriated portion of the executive securities, is sufficient to bring up to Rs amount deposited with the State Government. 1016 (46) 16 2019 (11) Right to pre-emption:- (A) The State Government shall have the right to pre-emption the said minerals lying in the said lands or elsewhere under the control of the lessee and elsewhere in the said lands hereby transferred on all time from time to time during the said period (which will be used by giving written notice to the lessee) and the lessee shall assign, all minerals as soon as possible or the products or minerals purchased by the State Government under this provision, at such times in such manner and at such places as are specified in the information regarding the exercise of the said rights. (B) In exercise of the authority conferred by the State Government, the price paid for all the minerals or products of minerals taken in the pre-emption shall be such as the fair market price prevailing at the time of pre-emption. (12) Recovery of expenses incurred by the State Government: - if any work or matter which is to be done by the lessee in accordance with the contracts contained in it for this purpose, or to be carried out within the time specified for that purpose, is not carried out, then State Government can get it done or get follow it done and the lessee shall pay the state government all the expenses that are required on this demand, in related to which the decision of the State Government will be final in relation to incurred in carrying out of such work or

with complying thereof and such expenditures. (13) Other obligations: - (A) The lessee shall ensure 1016 (47) to work in accordance with the approved mining plan under this rule. (B) The lessee shall not pay wages less than to the minimum wages prescribed by Central or State Government under the Minimum Wages Act, 1948. (C) The lessee shall abide by the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and the rules made there under. (D) The lessee shall abide by the provisions of the Air (Prevention and Control of Pollution) Act, 1981 and the rules made there under. (E) The lessee shall abide by the provisions of the Environment (Protection) Act, 1986 and the rules made there under. (F) The lessee shall take measures such as plantation, restoration of land, use of pollution control devices for protection of the environment at his own expense and such other measures as may be prescribed by the Collector or any other officer authorized by him from time to time. (G) The lessee shall pay compensation to the occupier of the land on the date and in the manner prescribed in the rules. (H) the lessee shall, in relation to employment, give priority to local persons; 1016 (48) 163FRd2019 (I) The lessee shall not transport any mineral or its product from the lease area without the valid transport pass as provided in the rules. Part-VIN Contracts of the State Government (1) Term extension:- The quarry lease can be extended for one year according to the terms of the provisions of the rules (2) Freedom to taken termination of the lease: - The lessee may terminate this lease at any time by giving a written notice of at least six calendar months to the sanctioning authority, but prior to termination, shall pay compensation and such amount for all such rent, royalty's damages, The application for the surrender of such mineral shall be made at least six months before such expected date, and shall pledge that it shall not cause any obstruction in the excavation to be done by another person, to whom the subsequent quarry lease for that mineral has been granted in respect of the mineral so surrendered. (3) Refund of Executive Security: - After the termination of this lease or any renewal, on such date as the Collector chooses, the amount of security paid in respect of this lease, which is deposited with the State Government and which is used to no require for any of the purposes described in this lease, 2019 1016 (49) shall be refunded to lessee and no interest shall be payable on the security deposit. Part-IX General provision (1) Obligation in inspection: - in this case where the lessee is not allowed to enter or inspection by such Officer who is authorised by the central or State Government subject to the rules, then the collector will provide written notice to the lessee, and will expect him they/within a time, that should be specified in the notice, reason states that lease why should be not terminated and executive Securities Why should some not forfeited and if the lessee fails to state satisfactory reason denote the Sanctioning Authority in the above time, then he may able to terminate of the lease and may forfeited the full amount of executive securities or any part thereof. (2) Penalty in case of default in payment of royalty and breach of contracts:- If the lessee defaults to pay the rent or royalty as required by the Rules, Act or breaches the conditions, the Collector shall give a show cause notice in accordance with this rule, expecting the lessee to pay the rent, that the payment of the rent or royalty, as the case may be, or dissolve the breaches shall be done within the 60 days of receipt of notice. The payment of the rent or royalty or dissolve the breaches shall not be done within such time, then the 1016 (50) 2019 Sanctioning Authority can be terminated the lease without adverse effect on the any such proceedings which have against him/her and can be ceased full amount of executive security deposit or part thereof or will be able to impose penalty as provided in the rules. (3) Shall remove the his/her property on the expiration of the lease:- The lessee shall pay the rent and royalty payable on account of this deed in advance and within three calendar months after the expiry of the said period or after his earlier termination thereof or thereafter, unless the lease is terminated under clause (1) and (2) of this part and in that case, at any time about being not least from fifteen days, not a within three calendar months from termination, his exploration material established by them that made stand in the said lands by the lessee or those, may have been installed, or maintained, and that the lessee is not bound to deliver to the State Government under these rules, must be removed. (4) Forfeited the property exists after the more time of three months from the date of termination of the lease: - If expiration of said period or under the provision contained in clause (3) of part-IX of this Schedule lessee, and end of the three calendar month from the date of effect of earlier termination of said period, any engine, machineries, plant, building, structure and other work construction and other facility, any property which is not require in relation to structure in any other lands holding by him under quarry lease by the lessee, then they, after written notice 2019 (1) Signature..... .. . And 1016 (51) given by the Collector by requiring to remove it, if not remove within the one calendar year, then property shall be deemed to have the State Government for giving compensation or without

obligation to give any compensation to them for this purpose to lessee in respect thereof and it may be sell and dispose such as State Government deems fit. (5) This lease is executed in District and hereby between the lessor and the lessee subject to Article 220 of the Constitution of India. It is agreed that in case of any dispute regarding the recovery under the lease and about the relationship between the lessor and the

lessee, the suit (or appeal) should be filed in civil courts of the district.... (name of city) and clarified agreement that parties in/from all parties shall not be able to file any suit or any action or any petition in the court other than courts above mentioned. (6) Expected royalty from the lease-transferred-area for the purpose of stamp duty is Rs . (7) Other conditions: . / - per annum. In whose evidence this deed is firstly executed on the date mentioned above in the manner described under it. witness Name of father or husband... Signed by the Collector in behalf of the Governor (Lessor) 1016 (52) (2) Signature Name

..... .. Name of Father or husband..... Dated . Lessee (Signed by) Dated 2019 2019 FORM-11 [See rule APPLICATION FOR GRANT OF TRADING LICENCE (To be submitted in duplicate) day

of Received at (Place) on the month year..... To, The Collector District Chhattisgarh Subject :- Application for minor mineral ordinary sand trading licence. I. Applicant details :- Name of the applicant Address of the applicant . Aadhar Number PAN Number GST Number Gumasta licence No. (If applicable) . Mobile Number Email Id 2. Specific office address for business:- Villa e/Ward District Tehsil/Town S.No. Date....., ..., . Pin code 1016 (53) 3. Application Fee Details Challan Number

4. Address for Communications :- Locality/Village/Ward .Tehsil,rrrown District . Post office

5. List of Document to be enclosed Challan .Amount Paid.. Affidavit (Regarding no dues, land owner consent for trading) Photo (Self attested) Address proof GST Clearance Certificate Gumasta licence Certificate (If applicable) Date Place : Applicant's Signature 1016 (54) No. FORM-III [See rule GRANT OF TRADING LICENCE FOR ORDINARY SAND OFFICE OF THE COLLECTOR DISTRICT ,, ...,,, CHHATTISGARH Date.... Trading licence for ordinary sand is hereby granted as per the condition below under the Chhattisgarh Minor Mineral Ordinary Sand (Quarrying and Trade), Rule, 2019 in favour of Name of person/Firm/Company for the period of 2 years from The conditions as indicated below:- Resident /office address to I. Conditions of the licence: - As specified by State Government/Director time to time. Collector District..... .. Chhattisgarh - 2019.