

CHHATTISGARH MINOR MINERAL RULES, 1996 NO. 110

1 101 23 1996—+4 3. 1918 (fqfrZFFT V); fT#t (eiÄ) t: *Fir) «fi•r (qtq) qi" 219 23 1996 220(3) R. 4, VET QT G) f*fifiæ (0 (tvs) 3fiåfißi aviFT o,oo.ooo/ frFFit fi;r q it fiqq ft-Nlû, (F. (F. ? o,oo.ooof- (F. it Jit 220 (4) 23 1996 t. grq t. ft-4T R. f*-g zrr ß) Aft i. *Fl. fG-itq GTTfä. (q) .3@fGr t: 23 1996 (tfr;r) t; (E) gqv t urar e. gtfüF 220 (5, 23 1996 snrr fiFT (\$FFTZ'ÉZ) frit TFiT (<åq) fib fû f«oii qEf fififiæ ret 220 0) 220 (10) 23. -1996 (ii) (R) (TfrT öq G) (2) aff t, gr8 t, affüfizrq. fqi .30Tr «qfirra Eli-a qå Wi) FfirF ft) (O O) R". gfa it fqfifrz 31frerTä 36fiTä OTT. (Y) finit "it (A) if fiö fqfûqvq it 220 (12) .23 1996 (q) fää ur it Ro (q) Gi), (q) firtrtö <fifiT t, «fiq (0 3r,q (FFT t (o) iT6t fää (Z) aqf*zrq (O) F. 220 (14) 23 1996 sfqfÉqt F-ä er g«q-3Trö ft) (VA) OT *TT, ZTZFtq. fir7, VNT tg atrqx y, OVrq Aft 23 1996 fin) *tiT. (RÄ) (tFi) ZT(T fiü it r-g-ä-« 3f*d ht Aft: JFTfi36 31fiF5 (u) 3Ftfiz 220 (15) 220 (16) 23 1996 (9 AT «fröit (to (Q 3F«-r) (t) f#iEr fûqrt 3FfiE qfrætFi 23 1996 (q:) qiT (qrt) «;rT. 220 (17) qtr q? gq-qt *000.00 Era (t(Z6) ft. firrrq fV7f?r (qt?f) fqf« tiq-r«. qfi@f«« GITVIT. 31tFtr 220 (18) 23 1996 (R) f#firüz fin1 qqT (quer) \$1 früfrrr •s G) (Y) .T-qq qfr« fizErq 3Fq (d) VfEt (8Fi) t, qf<iH (qrT) öTT. fifiz qr frT\$ HT@i fifir&qt f*0T fûfiTür zr *TtEt Ott. iv) f*4T (qtq) efr d. fizrr srütrr. (q:) KTRT qt qx t. f*rf« ÜRT.—TT 220 23 1996 (+) 3ifü-qr. (q) .31ftrrx fä-q-r (gf) Grrä (RFT) 220 (22) 23 1996 it fir;üi q. 3TFiFf qiT0it (R) 37 ft) e, f«tr Hufft-it Ä-•f fû•q-frßT Yit+TBfÜ 3itq• J'EiFT (Y) ft) Bra iä it frTfirr 23 1996 220 (23) (Y) (h) 3q-av firfzr fr-q-\$r fig qfiii Gil t, Gir qfrÄF-r 3ÄÄT 3TfüzfiTO, & -a-e-q;r t, qtq (q) Q--q-T 220 (24) 23 1996 R, 'iT '- #5 @ EüFTT. 7TfrFit (t) rrqT 23 1996 220 (25) ft-ft. (R) qfrfff f#-Et-q i, f*zn t, f*-ft frifü gg frözn 3åT ft) 220 (26) 23 1996 t, FT ötT. qfrfi. 31Ttvr aft t. (R) a-gf*-q--q (k) 044 q?rq. (Y) (R) 3üFT \$1 *fäut, ft) 220 (28) 23 1996 2TT. (R) ft) t. «t fig urg t«rzrr -e goo G) 3Tfgq O. gra 7rö (Y) Tfr« :— (w) QTW, (#1) gf(7FT t. ta 23 1996 (.yvf? 220 (29) 220 (30) 23 iTTf 1996 ft) q. ft) fafiTE zqFT err t (O) frTÉi, OT) fqfrrz GTTdT 23 1996 F. ft) (Y) 220 (31) (4) 220 (32) (0 23 yrft t. qÉT h.ooo R,ooo R .00 0 23 1996 220 (33) (8M) FFFFT (q•rc) (ft) qiT \$0. (3flö) fit) (äi<) aff5 (iä<6) 220 (34) 23 1996 t. «fiq tlt (qt F) Q) qÉi q-- «--GT t. 7FiT 23 1996 220 (35) (q) fäg t). «fiq t u. tftftq, fir* t. fir) (tez) & 31fÜZ6E gz•F7) Grgt OTT. no (36) 23 196 •qzif if (0 G) 4. 23 1996 qZT Nf«t. & 220 (37) 220 (38) 23 1996 R. ftqfûrt t) gfrF3r, t fFTA qf«r 220 +9. 23 1996 fGtTi) q-élVTä tftqäl <-q-it É), 3Tz;ff f*17 fi-@i. FFt (39) 220 (40) 23 1996 ,yfiT4rå qlfir« fiqfir« aff(J-ra-tftTEö fqi fib qqfrT qäl ätqg) (fir* (alfiTi qfti2T) Bra t, qdfifir t) fäfiti 23 KTä 1996 (arfiti fififü alfufiq-sr. g) (qar) 220 (41) f*qr (Q t) (f*-I gym f*-ffæ frFNT filftE t. 91firtäi Q-*ii it e. qfä it aq fifi 3;r« t, 220 (42) 23 1996 "Bifi e, a—aq Eg, t, 3-rqfû ii :3QPT Hiff) fifi. tzi fib--€1 AT zrr tfr 220 (46) 23 1996 - •3F-q qrq, sit Ntrt qÉ t, fzr«ur -a-fß*f«-« fr«v f*ztT 3ßfÜ (41) \$7 fqfrfiæ G) fqfirfuqi qrt q-qzit attrE (qi) .3FTFT 23 1996 snq, ferry. 220 it irk F) YET r, fa itfd •fir, (70 qåfi« fifi -ait no (48) 23 1996 qr-q JFq 3Tit7. qq. Git (q) (fiq Q. 3ßfix OTT •ngarr) fû f*-tuff 3idgFFT qÄq'q>-rÖ -w föig 4T GiT 23 1996 qVRLqt<Ri zrr .33Eir.T (q) •FT rrg (q) fiFäur atFiFr fif« (S) qFR. (q) 3<fim ,ff4fiJ t, fqqY Y. qtT fäu 220 (49) 220 (50) 23 1996 fifi 3ßfû (R) *TftRiTä. Q, i, «fiq 3r-.qfi-« (q) 3Fq it, 3*rfiTit. t, fqi zre ii t qåTTfrTd 31fufizor ii qi. frTfiæ t, iVi) Grr t, VZ7T q? aft 3Nft6Tä t 3Nfr6fä t. 314fû qtrg t, 23 1996 • *IZT, (FTTqZfitT) f\$ -•?raT) .3F1 frE *Fff t. Jßfi; VT Y 3F7i fir f*q-r 7YT * *FIT (vErqrf) 220 (51) • 220 (52) 23 1996 JITö g. Y. q. S. xZTkE ZTT*T. (firm ft) qrv. 23 1996 220 (.53) 220 23 1996 grait) (5) 23 1996 220 (55) 220 (56) Y. (0 (q) 23 4Tä 1996 atrf6 Rfqg (gf?ßf qET 220 (57) -1 (817) (O) (JTTö) 23 1996 qFTT (0) (qrq) a*rr • (gt6) oft 220 (58) (tiFr) (qtq) (fqf7TE 23 1996 'errrer 220 (59) (q) (q) R. 23 1996 f@4frf qiT q-q qaT. q?TT, O. qiTä ii 3;qET 31fûAi f*i-qT yrrq, 3Tfû\$Tü 220(")) 23 1996 gfäfifü GTT@). (gdT) zqGfifrq;r) • • " *fiå" (-q-ä•r •EFT "3Fdfitr" fiZ4TQi, fififix zn@). 23 1996 220<61) (firtä 'ZE' t) ((TZET) (qfiq,'qfrüä 3Fifig t, t t fr5 qTFFT gg fiiQT t. ervrr t t, q-r t. t qT OfiT & gt qr qfrFZit Fr (åq) Qrq-arr t qqfiR-r Fq TT «r zrr zrr e. 220<62) 23 1996 (qr•) yrä v. fizrq, q q (74fifi AT -qq-v;) (qfrö 220<64) 23 1996 afit *fir. fifüfg•qt 3Fq qi-r (efiül) qf#q) NT t, 3T\$Ff& R. JaiFFT q. if *fir. 23 1996 3TT q-a?rq) . k. WGT(T, R. it fiü fqfitE (qtq) Fff, (qv) *TX. fififvqt Rö-q 3ÅfGr Fr«) aft t, (OTE) 37fir«t. qT ftfl 23 1996 atfrE qr Frit &rr; GET äT(T (öXV) gT ;rEf (qta) (q;vg) qTä t fin-q. Y. KTO fia qfr« z. 23 1996 ffrftqt (qtq) 220(68) Y. h. R. v. 23 1996 q-tü qrGTT t. (41 3gO. firÉr. 23 1996 fizit qqT. ft-e fiprr rrqT t (fi t) t firf« 220(69) z. 23 1996 (b) who is a resident Of Madhya Pra&sh: (c) who is above 18 years twt below 35 yers or age; (d) who to a family Of below IX»verty line; 22001) (e) who hß ncR availed Of any facility under any other scheme. for Educated Unemployed at any time. (Niv) "Form" means a form aprrnded to these rules; (xv) "Gram Parwhayat". "Janpad Panchayat". "Zila Panchayat" and

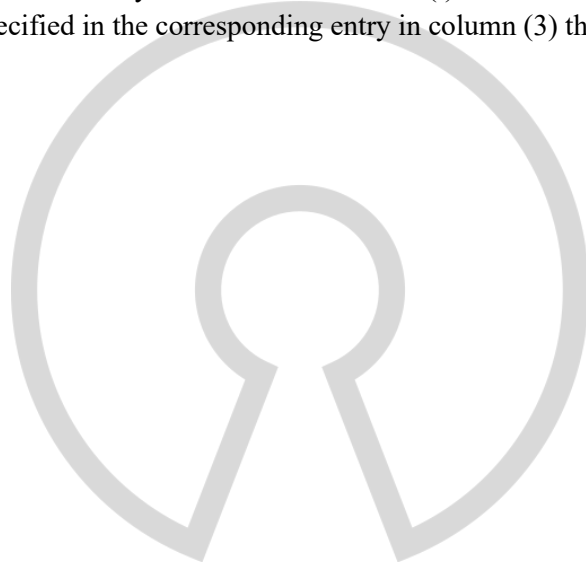
"Gram Sabha" have the same meanings respectively assigned to them in the Pradesh Panchayat Raj Adhiniyam, 1993 (No. I of 1994); (xvi) '•Lessee•' means a person who has been granted a quarry lease or quarry right under these rules and include any contractor, sub-lessee, and agent whether appointed as such or not who acting or purporting to act on behalf of the lessee takes part in the management, supervision, extraction and disposal of mineral; (xvii) '•Co-operative•' has the same meaning assigned to it under the Madhya Pradesh Societies Act, 1960 (No. 17 of 1961), and "Association" means a body or persons associated for its objects the promotion of the economic interest of its members and is so registered under the Madhya Pradesh Societies Act, 1960; (xviii) '•Member of Scheduled Castes•' means a member of any caste, race or tribe or part of or group within a caste, race or tribe specified as such with respect to the State of Madhya Pradesh under Article 341 of the Constitution of India; (xix) '•Member of Scheduled Tribes•' means a member of any tribe, tribal community or part of or group within a tribe or tribal community as such with respect to the State of Madhya Pradesh under Article 342 of the Constitution of India; (xx) "Member of Other Backward Classes" means a person belonging to other backward classes as notified by the State Government from time to time; (xxi) '•Minor Minerals•' means the minerals as specified in Schedule I and II appended to these rules and any other mineral which the Government of India may, by notification in the official gazette, declare to be a minor mineral under Section 3(e) of the Act; (xxii) '•Mining Operation•' and "Quarrying operation" means any undertaking for the winning of any minor mineral and shall include erection of machinery, construction of roads and preliminary operations for the purpose of quarrying and concomitant operations of handling, sorting of minerals up to the point of dispatch; (xxiii) '•Quarry•' means a permission granted under these rules to extract and remove any minor mineral in any specified period; (xxiv) '•Public Place•' means roads, public buildings, reservoirs, irrigation canals, Tanks, Natural Water Courses, Village paths, religious places, Burial ground etc; (xxv) '•Quarry•' means a mining lease for minor minerals as mentioned in section 31 of the Act; (xxvi) "Railway" and "Railway Administration" have the meanings respectively assigned to them in the Indian Railways Act, 1989 (No. 24 of 1989); (xxvii) "Schedule" means a Schedule appended to these rules; (xxviii) "State Government" means the Government of Madhya Pradesh; (xxix) the expressions "Mine" and "Owner" have the meanings respectively assigned to them in the Mines Act, 1952 (35 of 1952); 3. Exemptions—Nothing in these rules shall apply to.— (i) the extraction of clay or sand, by hereditary kumhar, a member of Scheduled Caste or a member of a Scheduled Tribe or a Co-operative Society of such kumhars or members of Scheduled Castes or members of Scheduled Tribe for preparing tiles, pots or bricks by traditional means, but not by process or manufacture in kilns or by any mechanical means from the area that the Gram Panchayats may decide and earmark within their respective Panchayat area for extraction of clay and sand; Provided that extraction shall be made from any public place or 50 meter from such public place. (ii) the removal of minor minerals from mines, whether situated in private or Government land, when such mines have not been appropriated to the use of a department of the State Government and the minor minerals are not quarried for sale but are required for the construction or repairs of wells, or other agricultural works or for the construction or improvement of the dwelling houses of agriculturists, Village artisans and labourers residing in revenue or forest villages; (iii) the minor minerals removed from Government lands for public works by Gram Panchayats, Janpad Panchayats and Zila Panchayats for work undertaken by respective Panchayats. However, the Government Departments shall be required to pay the royalty at the prescribed rate on consumption of minor minerals by them to the concerned Panchayats. (iv) the search for minor minerals at the surface not involving any substantial disturbance of the soil by digging up pits, trenches or otherwise. The chipping of outcrops with a geological hammer for the purposes of taking samples shall not be deemed to be a substantial disturbance of the soil : Provided that the aforesaid exemptions do not afford immunity from any action which might be taken under any existing rules or any Act of the State or Central Government for unauthorised removal of minor minerals from any land by private person, without the permission of the State Government or any officer or Authority authorised by it in this behalf

CHAPTER II—GENERAL RESTRICTIONS ON UNDERTAKING MINING OPERATIONS 4. Prohibition of mining operation without a quarry permit or quarry lease :—(1) NO person shall undertake any mining operation in any area except under and in accordance with the terms and conditions of a quarry permit or quarry lease granted under these rules • • Provided that nothing in this sub-rule shall affect any mining or quarrying operation undertaken in any area in accordance with the terms and

conditions Of permit, a quarry lease, trade quarry Or royalty quarry granted before the commencement Of these rules which is in force at the time of such commencement. (2) No quarry permit or quarry lease shall be granted other than in accordance with the provisions of these rules

5. Restrictions on the grant of quarry permit or quarry lease **HI) No quarry lease, or quarry permit shall granted to any person unless such person is an Indian National or a company as defined in sub-section (l) Of section 3 of the Companies Act, 1956 (NO.1 Of 1956) and satisfies such conditions prescribed in these rules.** Explanation—In case of a firm or any other association of individuals. for the purpose of this sub-rule, a shall be deemed to be an Indian National only, if all the members of the firm Or association are citizens of India. 23 1996 (2) No quarry lease, or quarry permit shall be granted in respect of an area 22003) (a) notified by the Government reserved for the use of Government. Authorities for any Other public Or for special purposes except with the previous approval Of the State Government ; (b) in forest land without the permission Of appropriate authority as prescribed in the Forest (Conservation) Act. 1980 (No. 69 of 1980) ; (c) within a distance of 75 metre from any bridge. National Or State Highways. Railway line Or 50 metre from any public place etc.; (d) except for the mineral sand or bajri in respect of land within a distance Of 50 metre from river banks. nala (small water course) canal or any natural water course. dams Or any water impounding Structure; (e) which is not contiguous and contiguous

CHAPTER III—POWERS TO GRANT QUARRY LEASES AND QUARRY PERMITS 6. Power to grant quarry lease—Quarry lease in respect Of minerals specified in Schedule I and Schedule II shall be granted and renewed by the authority mentioned in column (1) for the minerals specified in column (2) subject to the extent as specified in the corresponding entry in column (3) thereof of the Table below 2



3. Authority State Government Director Collector Table Minerals Minerals specified at S.NO. I to 5 of Schedule I. (i) Minerals specified at S. No. 6 and 7 of Schedule I. (ii) Minerals specified in Schedule 11.

Minerals specified in S. NO. 6 and 7 of Schedule I. Extent Of Powers Full powers. (i) where the area applied for exceeds 4.00 hectares for Industrial use. (ii) where the annual letting value Of the quarry exceeds Rs. (Rs. Ten Lakh) and all clay quarries, for tiles and bricks in chimney bhaita. where the area applied for not exceed 4.00 hectares for Industrial use. 7. Power to grant quarry permit.— Quarries of annual value upto Rs. (Rs. Two Lakh fifty thousand): above Rs. (Rs. Two Lakh fifty thousand) but upto Rs. (Rs. Five Lakh) and above Rs. upto Rs. (Rs. Ten Lakh) in respect of minerals specified in Schedule 11 except stone quarries for crusher and clay quarries for tiles and bricks in chimney bhaita. shall for regulating the grant and renewal of quarry permit and all purposes connected therewith including collection of royalty. stand transferred to the respective Gram Panchayats/Janpad Panchayats and Zila Panchayats respectively. Quarry permits shall be granted and renewed by the respective Panchayat. after obtaining prior approval Of the Gram Sabha of the Panchayat in which the quarry area is situated.. Explanation—For purpose of assessing the annual value of any quarry of mineral specified in Schedule 11. if the quarry is a track or royalty quarry. The average annual bid amount of the years 1992-93, 1993-94 and 1994-95 shall be taken into consideration and in cases of quarries granted as quarry leases average annual royalty for the years 1992, 1993 and 1994 shall be taken into consideration. This assessment Of value is for the purpose of transfer/sanctioning power Of quarries to respective Zila, Janpad and Gram Panchayats at the commencement of these Rules. 220(74) 23 1996 8. Procedure for demarcation of new quarries and grant Of quarry permits when the area falls under different Gram Panchayats/Janpad If the area of any quarry, in of which powers to grant quarry permits as specified in rule 7 above, covers more than one Gram Panchayat Janpad Panchayat, quarry permit for such quarry shall be granted by that Gram Panchayat which is authorised by Zila Panchayat. (2) Concerning Panchayat may demarcate and declare new quarry in Of mineral specified in Schedule 11 in consultation with Director and the Collector of the district concerned. CHAVIER IS'—GRANT OF QUARRY LEASE IN RESPECT OF MINERALS SPECIFIED IN SCHEDULE I AND SCHEDULE 11 9. Application for quarry lease.—An application for the grant or renewal of a quarry lease shall be made in

Form I in triplicate for the minerals specified in Schedule I and 11. The application shall be affixed with a court fee stamp of the value of five rupees and shall contain the following particulars together with documents in support or the statements made therein (a) If the applicant is an individual. his name. nationality. profession. caste. educational qualification. age. residence. present address and financial status:

(b) If the applicant is a company. its name. nature and place of business and place of registration or incorporation. list of directors and their nationality. financial status, registration/incorporation certificate;

(c) If the applicant is a firm. its name. nature and of business, list of partners and their nationality, partnership deed. registration certificate. financial status; (d) If the applicant is a society/association. its name, nature and place of working. list of members and their caste, education and qualification. nationality. registration certificate, bylaws and financial status of individual member: (e) A description illustrated by a map plan showing accurately as possible the situation and of the land in respect of which quarry lease is required where the area is unsurveyed the of the area should be shown by some physical feature. roads. tank, etc; (f) Copy of latest Khata Panchsala: (g) minerals or mineral which the applicant intends to quarry or mine; (h) The period for which the quarry lease is required; (i) The purpose for which the extracted mineral is to be used; (j) Every application for the grant or renewal of a quarry lease shall be accompanied by an affidavit showing particulars of areas mineral-wise in each district of the State. which the applicant or persons jointly with him :— (i) already holds under quarry lease: (ii) has already applied for, but granted: and (iii) being applied for simultaneously: (k) An affidavit to the effect that the applicant has. where the land is not owned by him. surface rights over the area or has obtained the consent of the owner/owners for conducting mining quarrying Provided that no such affidavit shall be necessary where the land-rights vest with the State Government: 23 1996 220(75) (l) Every application for the grant or renewal of a quarry lease shall be accompanied by a no dues certificate in Form 11 granted by the Mining Officer or Assistant Mining Officer. in charge of the district in respect of payment of mining dues payable under the Act or rules made thereunder from all the districts where the applicant holds or held mineral concessions: Provided that it shall not be necessary for the applicant to produce the no dues certificate if he has furnished an affidavit and such other evidence as may be required to the satisfaction of the concerned authority that he does not hold and has never held any mineral concession in any district of the State; Provided further that the grant of no dues certificate shall not discharge a holder of such certificate from the liability to pay the mining dues which may subsequently be found to be payable by him under the Act or Rules made thereunder. 10. Application Fee—(1) There shall be paid in respect of every application for grant or renewal of a quarry lease in respect of a mineral in Schedule I, an application fee of Rs. (Rs. Five thousand) and Rs. 250/- (RS. TWO Hundred Fifty) in respect of a mineral specified in Schedule 11. (2) Where an application for the grant or renewal of a quarry lease is refused or the applicant refuses to accept the lease on account of any special conditions imposed therein under Rule 30 the fee paid by the applicant under sub-rule (1) shall be refunded to him and if the applicant refuses to accept the lease or withdraws the application or fails to furnish the requisite information the application fee shall be forfeited to the State Government. (3) The amount of fee shall be deposited in the Government treasury under the revenue receipt head— '0853 102-c Mines and Minerals Mineral concession fees, rent and royalties. other receipts receipt from minor minerals including fines and forfeitures' and the Original treasury receipted Challan shall be attached to the application, 11. Officer authorised to receive applications.—The Mining Officer or Assistant Mining Officer of the District shall receive the applications and shall enter on it the date on which the application was received by him

12. Availability Of certain areas.—No application for quarry lease of minerals at serial No. 14 Of Schedule I shall lie for areas previously held or which are being held under a quarry lease or in respect of which an order had been made for the grant thereof but the applicant has died before the execution of lease deed or in respect of which the order granting a lease has been revoked or in respect of which an application for quarry lease has been rejected on the ground that the area should be reserved for any purpose unless the date from which the area shall be available for grant is notified in the Official Gazette at least thirty days in advance Provided that the State Government may by notification and for reasons to be recorded in writing relax the provisions of this rule in any special case

13. Reservation of areas for exploitation in the public sector, State Government may. by notification in the Official Gazette, reserve any area for conservation, Protection of environment. assessment of reserve by the State Government or for Exploitation by the Government. a Corporation established by

Central Or State Government Or a Government Company within the meaning of Section 617 of the Companies Act, 1956 (Act I of 1956)



14. Acknowledgement or application—I) Where an application for the grant or renewal Of a Quarry lease is delivered personally its receipt shall be acknowledged forthwith; and where such application is received by registered B)St. its receipt shall be acknowledged on the Same day: and in other cases, the receipt shall be acknowledged within three days of the receipt: Of every of such shall be acknowledged in



Form III



15. Register Of applications for quarry A register of applications for quarry lease shall maintained by the mining Officer or Assistant Mining Officer Of the district in



Form IV.(2) Register Of for quarry leas and [he register Of quarry leases shall ocrn to insi*ction by any on byrment of the following fee:— Rs. IO.CX) (Rupees Ten) for first hour Or part thereof: Rs. 5.00 (Rupees Five) for next subsequent hou:r pan thereof

16. Premature applications.—Applications the grant or a quarry lease in respecT of areas who* availability for grant is required to bc notified under rule 12 shall if:— (a) no notification issued under that rule; (b) where any such 'V)tification has been issued.. the pericxi specified in notification has not expired: shall be deemed to be premature and shall not be entertained and the application fec thereon. if any paid, shall be 17. Renewal or quarry lease—Every application for the renewal Of a quarry lease shall made a! least one year before the date on which the lease is due to expire

18. Disp«al or applications for the grant or renewal or quarry iease.H1) On receipt Of an application for the grant or renewal of a quarry lease. its details shall first circulated for display on the notice board Of the Zila Panchayat, Janpad Parrhayat and Gram Panchayat concerned of the district and Collectorate or district concerned. (2) The Sarrtioning AuLh«ity. after making such irqu_iries as he may deem fit and after obtaining opinion Of Gram Panchayat. may sanctim renewal of a quarry lease to Lhe applicant Or refuse to sanction iL (3) Notwithstanding anything contained in sub-rule (2). all pending applications for the grant inclusive of such applications on which agreements have not been executed on the date of commencement of these rules shall be (kerned to have b«en refused by the Sanctioning Auth«ity. Fresh applications in this t*half may be made according to the prxx:edure laid down under these rules



19. Reasons for refusal to be recorded—(1) Where the Sanctioning Authority passes any order refusing to grant or renew a lease, it shall communicate in writing the reasons for such order to the person against whom such order is passed. (2) Where it appears that the application is not complete in all material particulars or is not accompanied by the required documents, the Collector or any other Officer authorised by him in his behalf shall by a notice served by registered post in writing, requiring the applicant to make good the omission or as the case may be, to furnish the documents, not later than 30 (thirty) days from the date of communication of the said notice. An application for the grant or renewal of a quarry lease made under rule 9 shall not be refused by the Sanctioning Authority only on the ground that the application is not complete in all material particulars or is not accompanied by the documents. 20. A quarry register of the quarry shall be maintained by the Mining Officer/Assistant Mining Officer in



Form V

21. Preferential Rights—(1) A quarry lease minerals in S. No. 1 of Schedule shall granted to Madhya Pradesh Mining Corporation Limited (A Government Of Madhya Pradesh Undertaking) for establishing cutting and unit in the State by itself or as a Joint Venture (2) Minerals specified at S. No. 2 to 7 of Schedule I minerals in Schedule I— (i) Co-operative Society/Association Of Scheduled Tribe/Scheduled Caste (Backward Classes. Co-operative of educated unemployed youths individuals where more than fifty per cent of 23 1996 the members belong the category and also where the Chairman Of the Society is of the concerned category and also where the executive committee have the representation in ratio of the members Of the concerned category hail from below Poverty Line families listed in the District Rural Development Agency or educated unemployed youth belonging to Scheduled Tribe/Scheduled Caste Backward Classes in that order. (ii) An educated unemployed youth to poverty Line listed in the District Rural Development Agency; (iii) Any Other belonging to below Poverty Line families listed in district Rural Development Agency. (iv) Any other applicant: Provided that the above priorities shall hold good only if the applications received within one month from the date of first application. (3) Whenever more than one application in any particular category are received for minerals of Schedule I for an area. The Sanctioning Authority shall while sanctioning a quarry lease take into consideration the following matters in respect of the applicants— (i) Any special knowledge Or experience Of mining and exploration; (ii) Technical and special management experience of establishing, running and maintaining quarrying industry; and (iii) The nature and quality Of the technical staff and the plant and machinery deployed to be deployed by the applicant; (iv) The financial resources of the applicant; (v) The proposed phased programme of establishing the industry: Notwithstanding anything contained in sub-rule (1) or (2). shall be competent for the Sanctioning Authority for reasons to be recorded in writing and with the prior approval of the State Government to grant a lease in variance. with the order of priority specified in sub-rule (1) (2): Provided that in cases falling under category (i) to (iv) in sub-rule (2), grant of lease shall be subject to the condition that lessee shall work the quarry directly and shall not hand it over to any other party for working: Provided further that the Sanctioning Authority may refuse to accord preference to the application of a Co-operative Society/Association if he finds that the particular society does not work properly in the interest of the workers concerned: The lessee shall give priority in employment to the resident of the village in which the quarry lease is granted. 22, Period of quarry lease/quarry permit.— The for which a quarry lease/quarry permit may be granted or renewed shall be as shown in the table below S. No

2. Name of the Minerals (2) Dimensional stone—Granite, dolerite, and other igneous and metamorphic rocks used for cutting and polishing purpose for making blocks, slabs, tiles of specific dimension. Marble used for cutting and polishing purpose for making blocks, slabs, tiles or specific dimension. In case of individual (3) Twenty years with renewal clause. Ten years with renewal clause In of cooperative Society Twenty years with renewal clause. Ten years with renewal clause 220<78) (1) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, (2) Marble Stone for other purpose Limestone when used in kilns for of lime used as building Flagstone-Natural sedimentary which is used for flooring, roof top etc. and used in cutting and industry. Stone for making grit by mechanical crushing (i. e. use for crusher). Bentonite/Fuller's earth Clay for chimney Bhatta and tiles Indusry. Ordinary Sand, Bajri Ordinary clay for making bricks, pots tiles etc. except chimney Bhatta. Stone, Boulder, Road metal. Gitti, Dhoka. Khanda Dressed stones, Rubble. Chips. Murrum Lime Kankar Gravel Lime shell Reh mitti Slate when used for building material Shale when used for building material Any other minor mineral not specified above. 23 1996 (3) Five years with renewal clause Ten years with renewal clause Ten years with renewal clause Ten years with renewal clause Five years with renewal clause Ten years with renewal clause Two years without renewal clause. Two years without renewal clause. Three years without renewal clause. Two years without renewal clause. Two years without renewal clause. Two years without clause. Two years without renewal Clause. Two years without renewal clause. TWO years without renewal clause. TWO years without renewal clause. Two years without renewal clause. Five years with renewal clause Ten years with renewal clause Ten years with renewal clause Ten years with renewal clause Five years with renewal clause Ten years with renewal clause Two years without renewal clause. Two years without renewal clause. Three years without renewal clause. TWO years without renewal clause. Two years without renewal clause. Two years

without renewal clause. Two years without renewal clause. Two years without renewal clause. Two years without renewal Clause. Two years without renewal clause. Two years without renewal clause

23. Restrictions on area of quarry No lessee by himself or with any person joint in interest with him shall ordinarily hold in the aggregate more than 10 hectares Of area under lease in respect Of limestone, marble and flagstone.^{23 1996 22009}) (ii) At the time Of renewal of the lease, the lessee shall be entitled to surrender any compact part of the leased 24. Boundaries below the Surface.—The boundaries of area covered by a quarry lease shall run vertically downwards below the surface towards the centre of the earth



25. Security deposit and surety—(1) An applicant for quarry lease shall before the deed referred to in rule 26. is executed, deposit security, a sum of rupees Ten thousand in respect of quarry lease for dimensional stones—Granite, dolerite, rhyolite, marble and other igneous and metamorphic rocks which are used for cutting and for making blocks, slabs and tiles Of specific dimensions and Rs. One thousand in respect of quarry leases of limestone and Other minerals specified in Schedule I and minerals specified in Schedule II; (2) The applicant shall also submit the surety bond duly filled in



Form VI Or a bank guarantee for an amount equal to two years of dead rent: Provided in case of a Co-operative Society/Association the provision Of sub-rule (2) may be waived by the Authority; (3) Any deposit made under sub-rule (1) if not forfeited under these rules shali be refunded to the lessee on order of Director on the expiry of [he lease or iLs determination whichever is earlier



26. Lease to be executed within three months.—Where a quarry lease is granted or renewed, the lease deed in



Form VII shall be executed and registered under the Indian Registration Act, 1908 (NO. 16 of 1908) within three months of the order of sanction of the lease and if no such lease is executed within the aforesaid period, the order sanctioning the lease shall be deemed to have been revoked: Provided that where the Sanctioning Authority is satisfied that the applicant is not responsible for the delay in the execution of the lease the Sanctioning Authority may permit the execution of the lease deed after the expiry of the aforesaid period of three months

27. Survey of the area leased-II) When a quarry lease is granted over any area. arrangement shall be made by the Mining Officer or Assistant Mining Officer at the expense of the lessee for the preparation of a plan and the demarcation of the area granted under the lease, after collecting a fee calculated according to the rates specified in the table below (a) Area not exceeding 20 hectares (b) Area exceeding 20 hectares Rs. 25 per hectare or part thereof subject to a minimum of Rs. 100/- Rs. 50/- per hectare or part thereof. (2) The lessee shall, erect and maintain at his own expense, boundary pillars of substantial material; standing not less than one metre above the surface of the ground at each corner or angle in the line or the boundary, delineated in the plan attached to the lease deed: (3) The fee under sub-rule (1) shall be deposited in the same manner as prescribed in sub rule (3) of Rule 10

28. Information of agreements etc. to Panchayats.—The Collector shall send copy of every lease deed with plan to the respective Janpad Panchayat and shall intimate the full details of area the respective Panchayat



29. Rent and When a quarry lease is granted or renewed—(a) dead rent shall be charged at the rates specified in Schedule IV; (b) royalty except for limestone shall be charged at the rates specified in Schedule III. (c) rate of royalty on limestone shall be the same as fixed by the Government of India from time to time for limestone in Schedule 11 of the Act; (d) surface rent shall be charged at the rates specified by the collector of the district from time to time for the area occupied or used by the lessee. 220<80) 23 1996 (2) On and from the date of commencement of these rules, the provisions of sub rule (1) shall also apply to the leases granted or renewed prior to the date of such commencement and subsisting on such date: (3) If the lease permits the working of more than one mineral in the same area separate dead rent in respect of each mineral may be charged: Provided that the lessee shall be liable to pay the dead rent or royalty in respect of each mineral, whichever is higher in amount; (4) Notwithstanding anything contained in any instrument of the lease, the lessee shall pay rent/royalty in respect of any mineral removed and/or consumed at the rate specified from time to time in Schedule III and I V; (5) The State Government may, by notification in the Official Gazette amend the Schedules III and IV so as to enhance or reduce the rate at which rents/royalties shall be payable in respect of any mineral with effect from the date of publication of the notification in the Official Gazette: Provided that the rate of royalty/dead rent in respect of any mineral shall not be revised more than once during any period of three years; (6) No granite block either processed or in the raw form or any other mineral shall be dispatched from any of the leased areas without a valid transit pass issued by Mining Officer. The transit pass shall be issued on an application in



Form VIII after depositing royalty for the quantity intended to be transported out of the minerals extracted.

Contravention of this rule may result in forfeiture Of the security deposit by the Collector without prejudice to any other action that might lie against the lessee; (7) The Transit Pass shall be in Form [X



CHAPTER V—QUARRY LEASE—GENERAL CONDITIONS 30. Conditions of quarry lease.—Every quarry lease shall be subject to the following conditions:— (a) The lessee shall pay, for every year except for the first year of the lease, yearly dead rent at the rates specified in the Schedule IV' in advance for the whole year, on or before the 20th day of the first month Of the year: (b) lessee shall pay the dead rent or royalty in respect of each mineral whichever is higher in amount but not both. The lessee shall pay royalty in respect of quantities of mineral intended to be consumed or transported from the leased area no sooner the amount of dead rent already paid equals the royalty on mineral consumed Or transported by him. The dead rent or royalty shall be deposited in the Government treasury under the revenue receipt head specified in sub-rule (3) of rule 10, and original Treasury receipted Challan submitted alongwith application in



Form VIII: (c) The lessee shall also pay for the surface area occupied or used by him for the purposes of mining operations, surface rent in advance for the whole year on or before the 20th day Of the first month every year; (d) Notwithstanding any other action that may be taken for default in the payment or dues as specified in clause (a), (b), (c) within time under these rules or under any other condition Of the lease. the lessee shall pay interest at the rate of 24% per annum for all defaulted payments of dead rent, royalty and surface rent (2) If any mineral not specified in the lease is discovered in the leased area. the lessee shall report discovery without delay to the Collector and shall not win or dispose of such mineral without obtaining a lease therefor. [If he fails to apply for such a lease within three months of the discovery of the mineral. the Competent Authority may sanction lease of such mineral. to any other person, who applied for it. 23 1996 220(81) (3) The lessee shall not pay wages less than the minimum wages as prescribed by the State or the Central Government from time to time under the Minimum Wages Act, 1948 (NO. 11 of 48). (4) The lessee shall take all measures for planting trees in quarried area or any other area selected by the Collector not less than twice the number of trees destroyed by reasons of mining or quarrying operation in addition to restoring and levelling the land. (5) the shall commence mining operation within one year from the date of execution of the lease deed and Shall thereafter conduct Such in a skillful and workman-like manner. (6) Subject to the other conditions of these rules. where mining have not commenced within a period Of one year from the date of execution of the lease Or discontinued for a cumulative period of six months during any calendar year after commencement of such operation. the Sanctioning Authority may. by an order. declare the quarry lease as lapsed and communicate the declaration to the lessee. (7) Where the lessee is unable to Commence mining operation for a exceeding One year or unable to continue mining after commencement for the reasons beyond his control, he may submit an application to Sanctioning Authority explaining the reasons at least ninety days before the expiry of Such [Period. (8) There shall be paid, in respect of every application under sub-rule a fee Of RS, 200 (Rupees Two Hundred) The amount of fee shall be deposited in the Government treasury under the receipt head prescribed in sub-rule (3) Of rule 10. (9) The Sanctioning Authority of the lease may. on receipt of an application made under sub-rule (7) and on being satisfied about the adequacy and genuineness of the reason for the non-commencement of mining operations or discontinuance thereof. pass an order before the date on which the lease would have otherwise lapsed; extending Or refusing to extend the period of the lease: Provided that where the Sanctioning Authority on receipt of application under sub-rule (7) does pass any order before the expiry of the date on which the lease would have otherwise lapsed, the lease shall be deemed to have been extended until the order is passed by the concerned authority or for a period of one year whichever earlier. (10) Where non-commencement of the mining operation within a period Of one year from the date of execution of the lease deed is on account of delay in: (i) acquisition Of surface rights, or (ii) getting the possession of the leased area, or (iii) supply or installation Of machinery, or (iv) getting financial assistance from banks or any financial institution. and if the lessee is able to furnish documentary evidence supported by a duly sworn-in affidavit that there are sufficient reasons and/or reasons beyond their control for non-commencement of mining operations, the Sanctioning Authority may revoke the declaration/order through which the lease has lapsed. (11) The lessee shall, at his own expense erect and at all times maintain and keep in good repairs boundary marks and pillars necessary to indicate the demarcation shown in the plan annexed to the lease. (12) lessee shall not carry on, or allowed to be carried on any mining operations— (a) at any point within a distance of 75 metre from any railway line, bridge or highway except: under and in accordance with the written permission Of the railway administration or the administration concerned. (b) 50 metres from tank, river banks, reservoir, canal, road (100 metre from gramen kachha road), 220(82) 23 1996 (c) 100 metre from abadi, school, hospital and Other public places. buildings and habited sites; (d) 300 metre from sensitive area like radio station, doordarshan kendra. defence establishment etc. of the Central and State Government except under and in accordance with the previous written permission of the State/Central Government; The Central or the State Government may in granting such permission impose such conditions as it may deem fit. (13) the lessee shall keep correct accounts showing the quantity and other particulars of all minerals obtained from the mine, datewise quantities of dispatches/consumptions from the lease hold, the price obtained for such minerals, the name of the purchaser. the receipts for money received, the number Of persons employed therein and shall, allow all officers of the Directorate of Geology and Mining and any officer authorised by the Zila/Janpad/Gram Panchayat in this behalf to examine at any time any accounts and record maintained

by him and shall furnish to the Collector and respective Zila/Janpad/Gram Panchayat such information and returns as he or it may require. (14) The lessee shall issue a transit pass in Form IX to accompany every carrier for every trip carrying mineral, or product or products from leased area. The transit pass shall be prepared in duplicate in book form. Original shall be given to the driver of the carrier after making the necessary entries. The Mining Officer shall issue the transit pass book duly stamped and signed by him on an application in Form VIII made by the lessee. The lessee shall surrender all previous duplicates of used transit pass books together with unused transit pass books issued to him before the royalty is paid by him under clause (b) of sub-rule (1) and fresh transit passes are issued. The Mining Officer will keep proper accounts of issued and used duplicate transit pass books and unused transit pass deposited back by the lessee. (15) Whosoever transports minerals or their products like bricks, tiles, lime, dressed stone, blocks, slabs, tiles, chips, stone dust and ballast etc. without a valid pass in Form IX or if the transit pass is found to be incomplete, distorted or tampered with, the Collector, Additional Collector, Chief Executive officer of Zila/Janpad Panchayat and Gram Panchayat/Deputy Director, Mining Officer, Assistant Mining officer or Mining Inspector may seize the mineral or its products together with all tools and equipment and the vehicle used for transport. (16) Collector, Additional Collector, Chief Executive Officer of Zila/Janpad Panchayat and Gram Panchayat/Deputy Director, Mining Officer by an order in writing may impose a penalty up to Rs. Ten Thousand which in no case shall be less than rupees one thousand. (17) The seized mineral or its products, tools, equipment and vehicle may be released when the penalty so imposed is deposited by the offender. (18) If the penalty so imposed is not paid within 15 days from the date of the order, of imposing the penalty, all the minerals or its product, tools, equipment and vehicles etc. so seized shall stand forfeited and shall be the property of the State Government. (19) The lessee shall submit the records and books of accounts for the purpose of assessment of royalty to the Assessing Authority concerned within thirty days from the 30th June/31st December or whenever demanded by the Assessing Authority concerned through a notice in writing. In case if he fails to do so, a penalty of rupees one thousand may be imposed for every month till he produces the said record. (20) The lessee shall— (a) Submit by the 10th day of every month to the Collector and Gram Panchayat a return in Form X giving the total quantity of mineral/minerals raised, removed/consumed in previous calendar month; (b) Submit on or before 15th day of July and January to the Collector half yearly return for half year ending June and December in Form XI; (c) Submit by the 31st January every year to the Collector a Statement giving information in Form XN regarding 23 1996 220(83) quantity and value of mineral/minerals raised/removed/consumed during last calendar year, average number of labourers employed (men and women separately), number of days worked. (21) The lessee shall strengthen and support to the satisfaction of the Railway Administration or the Sanctioning Authority, as the case may be, any part of mine which in its opinion requires such strengthening or support for the safety of any railway, bridge, national highway, reservoir, tank, canal, or any other public works or buildings. (22) If the lessee or his transferee or assignee does not allow entry or inspection under sub-rule (23) the Sanctioning Authority may cancel the lease and forfeit in whole or in part the security deposit paid by the lessee under Rule 25. (23) (i) The lessee shall allow officers authorised by the State or the Central Government and any officer authorised by the Zila/Janpad/Gram Panchayat to enter upon any building, excavation or land comprised in the lease for the purpose of inspecting the same. (ii) Every owner, agent or manager of a quarry shall provide all necessary facilities to the persons deputed by the State Government for the purpose of undertaking research or training in mineral operations. (24) The lessee shall immediately give to—The Director General of Mines Safety, Government of India, Dhanbad, the Controller General, Indian Bureau of Mines of Government of India, Nagpur and the District Magistrate of the District in which the mine is situated, a notice in writing in Form XIII appended to these rules, as soon as— (a) The working in the mine extends below surface ground, (b) the depth of any cast excavation measured from its highest to the lowest point exceeds six metres; or (c) the number of persons employed on any day exceeds 50; or (d) any explosive are used. (25) The State Government shall at all times have the right of pre-emption of the minerals won from the land in respect of which the lease has been granted: Provided that a fair market price prevailing at the time of pre-emption shall be paid to the lessee for all such minerals. (26) In case of breach by the lessee or his transferee or assignee of any of the conditions specified in sub-rule (3), (4) (i), (12) or (13) of this rule, the Collector/Additional Collector shall give notice in writing to the lessee, or his transferee or his assignee asking him to show cause why he should

not be penalised for the breach committed and directing him to remedy the breach within sixty days from the date of the notice and if the lessee or his transferee or assignee fails to show proper cause or if the breach is not remedied within such period the Sanctioning Authority, without prejudice to any other action, may determine the lease and forfeit the whole or part of the security deposit or in the alternative may receive from the lessee such penalty for the breach not exceeding four times the amount of the said half yearly dead rent as the lessor may fix. (27) In case of breach by the lessee or his transferee or assignee of any other conditions of the lease, the Sanctioning Authority may require the lessee to pay a penalty not exceeding an amount equivalent to twice the amount of annual dead rent. (28) A quarrying lease may contain such other conditions as the Sanctioning Authority may deem necessary in regard to the following, namely:— (a) the time limit, mode and place of payment of rents and royalties; (b) the compensation for damage to the land covered by lease; (c) the felling of trees; (d) the restriction of surface occupations in any area prohibited by any authority; (e) the notice by lessee for surface occupation; (f) the facilities to be given by the lessee for working (other minerals in the leased area or adjacent areas); (g) the entering and working in a reserved or protected forest; (h) the security pie; and shafts; (i) the reponing of (j) the indemnity to State Government against claims of third parties; (k) the maintenance of sanitary conditions in the mining area; (l) the delivery of over land and minerals on the surrender, expiration or determination of the (m) the forfeiture of property left after determination of the lease; (n) the power to take or plant, machinery, premises, and mines in the event of war or emergency; (o) the manner in which rights of third parties may be protected (whether by way of payment of compensation or otherwise) in cases where any such party is affected by reason of any mining operation; (p) the manner in which rehabilitation of flora and other vegetation such as trees, shrubs and the like destroyed by reason of any quarrying or mining operations shall be made in the same area or in any other areas selected by the State Government, (whether by way of reimbursement of the cost of rehabilitation or otherwise) by the person holding the quarry lease; (q) the construction, maintenance and of roads, power transmission lines, tramways, railways, aerial rope ways, pipelines and making of passage for water for mining purposes on any land comprised in a quarry or to other mineral concessionaries.

31. Special Conditions—A quarry lease may contain any other special conditions as may be specified by the State Government.

32. Establishment or cutting and polishing Notwithstanding anything contained in sub-rule (5) of rule 30 in respect of quality classes of granite graded for the establishment of a cutting and polishing unit, if the unit is not established within a period of one year from the date of execution of the lease, the lease shall be deemed to be terminated; (2) the lessee can transport including inter state movement export the rough blocks within the year of the quarry the quantity as may be determined by the State Government.

33. Rights of Lessee.—Subject to the conditions in rule 30 the lessee for the purposes of mining operations with respect to the land leased to him shall have right— (i) to work the mines; (ii) to sink pits and construct buildings and (iii) to erect plant and machinery. (iv) to quarry and obtain building and road materials and make bricks, but not for sale; (v) to use water, 23/196 (vi) to use land for stacking (vii) to do any other thing specified in the 220(85) 34. Right to determine may determine at any time by giving less than six months notice in writing to the Sanctioning Authority after paying all outstanding dues of the Government.

35. Transfer of Quarry No shall transfer sub-let his lease to any Other person nor make any arrangement with any body, where by even indirecdy any right over thc areas is on to any other [Ersons. • Provided that the permission for transfer may be granted to the by the Sanctioning Authority on payment Of Rs. 1000/- One thou*Ind) and transferee has accepted all the conditions and liabilities which the transferor was having in respect of any such quarry I-case. (2) Tie Sanctimin g Au thority may by an Order in writi ng rminc lease at any Li me i f in o pinion Of the sanctioning authority Lhe lcssTe has committed a breach Of sub-rule (1 i. (3) Where on an application for transfer of quarry lease under sub-rule thc Sanctioning Authority has given consent tor transter ot such lease, a transfer lease deed in



Form XIV shall be executed within three months from the date of permission or within such further period as the Sanctioning Authority may allow in this behalf

CHAPTER VI—GRANT OF QUARRY PERMIT 36. Quarry Permit—Quarry Permit shall be granted by Zila/Janjana and Gram Panchayats as specified in Rule 7 and Rule 8



37. Application for quarry permit—An application for grant Or renemal of quarry permit shall be made to the Competent Authority in



Form XV and Shall contain the following particulars:— (i) Name, profession, caste, educational qualification, age, residence, financial status and address. In case Of Co-operative Societies/Association, bylaws, list of members and their caste, financial status of individual member and their educational qualification: (ii) Name of the mineral for which is required; (iii) Description of the land marked on a village map with khasra panchasala from which the mineral is to be removed; (iv) Purpose for which the mineral is to be used; (v) Consent of owner Of land, if the land is a private land; (vi) Period for which the permit is required; (vii) An application fee of Twenty Five (Rs. 25.00) to be deposited in the manner as may be prescribed by the authority and receipt thereof shall be enclosed with the application



38. Disposal of application for quarry On receipt of an application for the grant or renewal of quarry permit its details shall be first circulated for display on the notice board of the Zila Panchayat, Janpad Panchayat and Gram Panchayat concerned or the district and collectorate Of the district concerned. It shall be disposed of by Sanctioning Authority within thirty days from the date of its receipt. However a Gram Panchayat shall obtain prior approval Of its Gram Sabha before final Of the application. (2) The Sanctioning Authority shall grant quarry permit in



Form XVI (or extraction and removal from any specified quarry, any mineral under any one permit. The agreement shall be executed and registered in Form XVII within 30 days of sanction and if no such agreement is executed within the aforesaid 220(86) 23 1996 period. The order of sanction shall be deemed to be revoked. The Transit pass in Form IX shall be issued after deposition of royalty for the quantity of mineral intended to be transported every time. The royalty shall be calculated at the rates specified in Schedule III. The applicant shall deposit the amount of security which he may be directed to deposit by the Authority such execution of agreement. (3) If any application is rejected, the Sanctioning Authority shall inform the applicant, stating the reasons of such rejection. (4) Preferential Rights.—A Quarry permit shall be granted only to the residents of the Panchayat where the quarry is located in the following order of preference:— (a) Co-operative of Scheduled Tribe/Scheduled Caste/Backward Classes Educated unemployed youths or individuals where more than 50 per cent of the members belong to the concerned category and the chairman of the society belongs to the concerned category and also where the executive committee have representation in the ratio of the members of the concerned category and hail from below poverty line families listed in the District Rural Development Agency or educated unemployed youth belonging to Scheduled Tribe/Scheduled Caste/Backward Classes in that order: (b) An educated unemployed youth belonging to below poverty line families listed in the District Rural Development Agency; (c) Any other person to below poverty line families listed in the District Rural Development Agency; (d) Any other applicant

39. Period of Quarry Permit.—The term of a quarry permit shall be as specified in rule 22



40. Conditions of quarry conditions of quarry permit shall be as follows, namely:—(i) The depth of quarry below the surface shall not exceed six metre: (ii) The permit is non-transferable; (iii) Mineral, other than for which quarry permit is granted, shall not be excavated. removed or transported without approval of the Sanctioning Authority; (iv) any major mineral is found during quarrying operations, The permit holder shall report the matter to the Sanctioning Authority and the Collector of the district, forthwith; (v)

The quarry permit holder shall maintain complete and correct accounts of the mineral excavated and quantity removed from the area: (vi) The quarry permit holder shall immediately report all accidents to the Sanctioning Authority and the Collector of the district; (vii) The quarry permit holder shall have no right over the quarried material and other property lying in the permit area after expiry of the permit: (viii) the quarry permit holder shall not carry on the quarrying operation within the prohibited distances from any public roads, public building, temples, reservoirs, dams, burial ground and Railway track, etc. and cause any damage to any public and private properties; (ix) The quarry holder shall allow the sanctioning Authority or any Officer authorised by any Of them to inspect the quarrying operations and to check the accounts and verify the details or dispatches from the registers maintained by him, and (x) the quarry permit holder shall surrender on expiry of the permit all duplicates of transit passes issued to him to the Sanctioning Authority and furnish to him a complete Statement indicating the quantities of minerals removed and other particulars as may be required by the Sanctioning Authority. 23 1996' 220<87) 41. Register of quarry permit.—The Sanctioning Authority shall maintain a register of quarry permits in



Form XVIII

CHAPTER VII—QUARRYING OPERATIONS 42. Opencast working—(i) In opencast workings, the benches formed shall be so arranged that the benches in mineral and overburden are separated so as to avoid mixing of waste with mineral. (2) (i) In alluvial soil, murram, gravel, clay or other similar ground, the sides shall be sloped at an angle of safety not exceeding 45 degrees from horizontal or such other angle as the Deputy Director may permit by an order in writing. (ii) the sides shall be kept benched, and the height of any bench shall not exceed 1.5 metre and the breadth thereof shall not be less than the height. (iii) the benches in overburden shall be kept sufficiently in advance so that their workings do not interfere with the working of mineral. (iv) The Overburden and waste material obtained during mining operations shall not be allowed to be mixed with non-salable or sub-grade minerals. They shall be dumped and stacked separately. (v) The mining operations shall be carried out in workmen-like-manner and in accordance with the provisions of the State and Central Acts and rules wherever applicable. (vi) The Collector of the district concerned or any officer authorised by the State Government in his opinion the compliance with the provisions thereof run reasonably practicable, may, by an order in writing and subject to such conditions as he may specify therein, exempt from the operation of these rules for any workings in those cases in which special difficulties exist: Provided that all sand quarries, operated by co-operative societies/associations of scheduled tribe/caste/backward classes and educated unemployed and an individual member of scheduled and backward classes shall be exempted from compliance of these rules subject to the condition that loose stones and debris shall not be allowed to remain within a distance of three metre from the edge of excavation and no undercutting of any face or side is caused to permit any overhanging

43. Exemptions to be subject to Mines Act, 1952 and rules made thereunder.—Sub-rule 10 such exemptions granted under the Mines Act, 1952 and rules made thereunder. The lessees shall comply with all provisions of the said Act and rules, CHAPTER VIII—PROTECTION OF ENVIRONMENT 44. Protection of Every holder or quarry lease shall take all possible precautions for the protection of environment and control of pollution while conducting quarrying operation in the following manner:— (a) Wherever top soil exists and is to be excavated for quarrying operation, it shall be removed separately. (b) top soil so removed shall be stored for future use: (c) The dumps shall be properly secured to prevent escape of material therefrom and cause land degradation or damage to agricultural fields. Pollution of surface water bodies or cause floods; (d) The site of dumps shall be selected as far as possible on impervious and barren ground within the leased area: (e) The top soil dumps shall be suitably terraced and stabilised through vegetation or otherwise. (2) The top soil so removed shall be utilised for restoration or rehabilitation of the land which is no longer required for quarrying operations. (3) Removal, Storage and utilisation of overburden, etc. 220(88) 23 1996 (a) Every holder of a quarry lease/quarry permit shall take steps so that the overburden, waste rock, rejects and fines generated during quarrying or during sizing shall be stored in separate dumps; The dumps shall properly secured and shall be suitably terraced and stabilised through vegetation or otherwise; (c) Wherever possible, the waste rock, overburden etc. shall be back-filled into the quarry excavations with a view to restoring the land to its original as far as possible; (d) the fines shall be so deposited and disposed that they are not allowed to flow away and cause land degradation or damage to agricultural fields, pollution of surface water bodies or cause floods. 4. < and rehabilitation of lands.—Every holder of quarry lease shall— (i) undertake the phased restoration, reclamation and rehabilitation of lands affected by quarrying operations and shall complete this work before the conclusion of such operations and the abandonment of quarry. (ii) Carry out quarrying operations in such a manner so as to cause damage to the flora of the area held under quarry lease and the nearby area: (iii) Every holder of a quarry lease/quarry permit shall— (a) take immediate measures (or planting in the same area or any other area selected by the Collector not less than twice the number of trees destroyed by reason of any quarrying operations: (b) look after them during the subsistence of the lease after which the trees shall be handed over to the Gram Panchayat of the area in which the quarry is situated; and (c) restore, to the extent possible other flora destroyed by quarrying operations. (iv) The State Government may prescribe rates at which the cost of rehabilitation and reclamation shall be recoverable from the holder of a quarry lease/quarry permit upon his failure to observe these rules. 46. precautions against damage to public places, air pollution and noise pollution etc.—Every holder of a quarry lease shall,— (i) take adequate precautions against damage to public buildings or monuments, roads, religious places either within lease

area or in proximity to the lease area; (ii) air pollution due to fines, dust, etc. shall be controlled, and kept within limits specified in the Air (Prevention and Control of Pollution) Act, 1981 (No. 14 Of 1981) and the Environment (Protection) Act, 1986 (No. 29 Of 1986) and rules made thereunder; (iii) noise arising out of quarrying operations shall be abated or controlled at the source so as to keep it within permissible limits

47. Penalty.—Whoever contravenes any of the provisions of these rules shall be liable with imprisonment for a term which may extend up to three months or with fine which may extend to five thousand rupees Or with both and in the case of continuing contravention, with an additional fine which may extend up to five hundred rupees for every day during which such contravention continues after conviction for the first such contravention



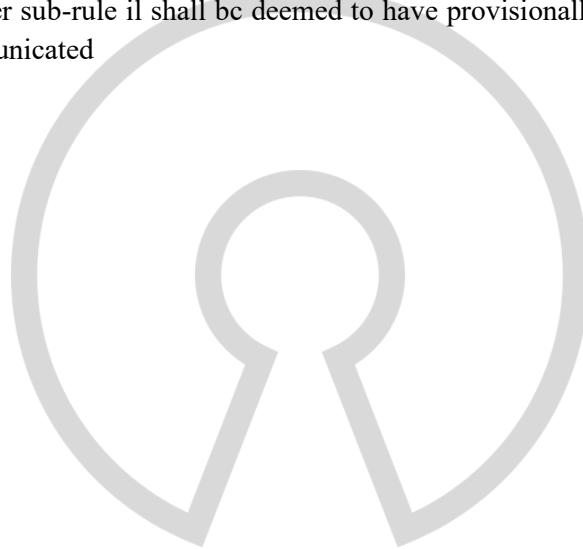
48. Returns.—(1) Every holder of a quarry lease shall submit to the Collector of the concerned or any officer authorised by him within a period of 01 days of the execution of the quarry agreement, a scheme of environment management incorporating provisions for the reclamation and rehabilitation of land disturbed by the quarrying operations, a schedule for the plantation of trees and a scheme for prevention and control of air and water pollution in



Form XIX•, (2) The under sub-rule shall be prepared in consultation with the Deputy Director: 23 1996 220489) (3) collector Of the authorised Officer may direct such Other measures to be Liken for minimising the adverse effect of quarrying operations on the environment; (4) The environmental scheme prepared under sub-rule (1) may be modified at any time on geological considerations by the holder of a quarry lease subject to the approval of Director: (5) Every holder of a quarry lease shall submit to the Collector a quarterly report in Form XX so as to reach him by 15th April, 15th July, 15th October and 15th January for the quarters ending March, June, September and respectively. The Collector together with his comments shall Send the to Panchayats that they can exercise due control on protection of environment

49. Relaxation from protection or Notwithstanding anything contained in these the provisions Of rule 44.45. 46. 47 and 48 shall not apply to sand and bajri quarrying; (2) Relaxations may be granted by the Director, to a quarry lease. holder from all Or some of the provisions environmental protection on special considerations

50. Scheme to be Submitted by the quarrying operations have been undertaken the commencement of these rules without an approved scheme of an environment management.the holder of all such quarry leases including auction quarries shall submit a scheme within a period of 90 days from the commencement of these rules to the Collector of the district concerned. 51 , Approval of Collector shall within a period of 90 days from the date Of receipt of the scheme, under rule 48 and 50 convey his approval or disapproval together with reasons to the lessee or holder; (2) If no decision is conveyed within the stipulated period under sub-rule it shall be deemed to have provisionally approved subject to the final decision whenever communicated



CHAPTER IX—ASSESSMENT OF ROYALTY 52. Assessment and determination of Assessment and determination of royalty due from an assessee during an assessment year or as required shall be made by the assessing authority and the returns in respect of that year have been filed by the assessee as required under the terms and conditions of the deed or the statement of production, dispatches or consumption has been submitted by the licensee/owner: Provided that the assessing authority may make a provisional assessment for a particular period during the assessment year after the receipt of returns in respect of that period. (2) For the purpose of assessment of royalty as mentioned in sub-rule (1) the assessee shall submit monthly returns in



Form X by the 10th Of the following month and annual return in the Form XII within one month from the expiry Of the assessment year. (3) If the assessee fails to submit returns as required under sub-rule (2) Or the returns filed appear to be incorrect. the assessing authority may hold such inquiry as it may deem fit and assess royalty of the assessment year: Provided that the assessing authority shall give reasonable opportunity Of being heard to an assessee. Or, taking any action under this sub-rule. (4) For the purpose Of sub-rule (3) the assessing authority may serve a 15 days' notice upon the assessee requiring in writing on a date and at place specified in the notice and to produce any evidence which the assessee produces in support of the correctness Of the returns, statements and records furnished by him and produce or cause to be produced such accounts pertaining to the assessment year as the assessing authority may require. (5) On the date specified in the notice given in sub-rule (4) or on any other day thereafter which the assessee may attend, the assessing authority after hearing and considering the evidence as may be produced as well as in this manner make an order in writing of assessment of royalty payable by the assessee. 220(90) 23 1996 (6) notwithstanding any thing contained in these rules or in the agreement of quarry lease/permit if the assessee contravenes any of the provisions of sub-rule (4) and (5) or if he has not adopted any method Of regular accounting on the basis of which assessment can be made properly, the assessing authority shall assess the royalty to the best of its judgement and may impose for each of the contravention, penalty up to 20% of annual duty. (7) If an assessee fails to submit monthly returns in Form X under sub-rule (2) for any month within the prescribed time limit and if the authority has reason to believe that the assessee has evaded or avoided payment of royalty. the assessing authority may after giving to assessee a reasonable opportunity of being heard and after making such inquiry as it may consider necessary. assess the royalty for the period to the best of its judgement. The amount so assessed shall be payable forthwith by the assessee.

CHAPTER X—PENALTY FOR UN-AUTHORISED EXTRACTION AND TRANSPORTATION 53. Penalty for un-authorised extraction and Whenever any person is found extracting or transporting minerals or on whose behalf such extraction or transportation is being made otherwise than in accordance with these rules. shall be presumed to be a party to the illegal extraction of minerals and every such person shall be punishable with Simple imprisonment a term which may extend to one year or with fine which may extend to live thousand rupees Or with (2) Whenever any person is found extracting or transporting mineral in contravention of the provisions of these rules the Collector/Additional Collector/Joint Director/Deputy Director/Mining Officer,/Assistant Mining Officer, Or any Officer authorised by him or Zila/Janpad,/Gram panchayat may seize the minor minerals and its products together with all tools, equipments and vehicles used in committing such offence: (3) The officer seizing illegally extracted or transported mineral Or its product, tools, equipments and vehicles shall give a receipt Of the same to the person from whose possession such things were so seized and shall make report to the Magistrate having jurisdiction to the effect of such offence: (4) The property so seized under sub-rule (2) may be released by the Officer who seized such property on execution of a bond to the satisfaction of the officer by the persons from whose possession such was seized. It shall be produced at the time and at the place when such production is asked for by such officer: Provided that where a report has been made to the Magistrate under sub-rule (3) then the seized property shall be released only under the orders of such Magistrate, (5) the Collector/Additional Collector/Joint Director/Deputy Director/Mining Officer or Officer authorised by Zila/Janpad/Gram Panchayats may either before or after the institution Of the prosecution, compound the offence so committed under sub-rule (1) or payment of such fine which may extend to double the market value of mineral so extracted but in no case it will be less than rupees one thousand or times of royalty of minerals so extracted whichever is higher: Provided that in Case of continuing contravention Collector/Additional Director/Mining Officer in addition to the fine imposed may also recover an amount of Rs. for each day till such contravention continues: (6) Any who trespasses on any land in contravention of these rules. such trespasser may be served with an order of eviction by the Collector/ Additional collector; (7) All property seized under sub-rule (2) be liable to be confiscated by an order of the Magistrate trying the offence if the amount Of the fine and Other sums imposed are not paid within a period Of one month from the date Of the order: Provided that on payment of such sum within one month of the Order all property so seized except tax mineral or its products shall be released and the mineral or its products so seized under sub-rule (2) shall be confiscated and shall be the property of the Government. (8) The authorities empowered to take action under this rule may if deem necessary. request to the Judicial authority in writing for the help of police and police authorities shall render such assistance as may be

necessary to enable the officer to exercise the powers conferred on them by this rule to stop illegal extraction and transportation of minerals. 23 1996 220(91) (9) (i) Subject to such conditions as may be specified, the Collector/Additional Collector may authorise either generally or in respect of particular case or class of cases any officer not the rank of Assistant Mining Officer to investigate all or any offence punishable under this rule: (ii) Every officer so authorised shall in conduct of such investigation exercise the powers conferred upon the officer-in-charge of a police station by the Code of Criminal Procedure for the investigation of a cognizable offence. (iii) The investigation officer for the purpose of this rule shall exercise the powers of the Code of Civil Procedure in respect of the following matters:— (a) Enforcing the attendance of any person and examining him on oath or affirmation. (b) Compelling production of documents

CHAPTER XI—MINOR MINERAL OFFENCES PREVENTION AWARD 54. Any officer Directorate. Geology and Mining, Madhya Pradesh furnishing information leading to or otherwise contributing to the prosecution of offence in respect of illegal mining and quarrying and transport, or of offences otherwise committed against the Act and the rules may be granted awards; (2) Awards may be granted only in case when the information furnished is useful to impose penalty under the rules; (3) Conditions and extent of awards made under these rules shall be in cash subject to the following conditions— (i) Where minerals are seized.—The maximum amount of an award shall be of the sale value of the seized mineral after realisation or five hundred whichever is less; (ii) Where no mineral is seized.—A maximum amount of an award shall be of the penalty amount realised, may be awarded: (4) Award to be claimed as of right— (i) Awards under these rules can not be claimed as a matter of right, (iii) No appeal lies to any authority on any award made by the Competent Authority under these rules



55. Authority and mode Of The power to grani awards shall vest with the Director; (2) The case or proposal Io make an award shall examined and decision taken Io gram the awärd by u committee consisling Of the Director with two Other officers or his departtneul nominated by him: (3) atward shall bc drawn on the



Form 34 of the Madhya Pradesh Treasury Code Volume 11 by the Drawing and Disbursing Officer who disburses the pay and allowances Of the Government servant concerned. CHAPTER XN—

DISBURSEMENT OF REVENUE FROM MINOR MINERALS BETWEEN JANPAD PANCHAYATS

AND GRAM PANCHAYATS 56. Revenue to be deposited in Madhya Pradesh Panchayat Raj Fund/Panchayat The revenue from minor minerals under the provisions of these rules except of quarries under the control of Panchayats. like dead rent. royalty, surface rent and any other penalties etc.; shall be first deposited in the Consolidated Fund Of the State in the manner prescribed in these rules. State Government at the beginning of the financial year if Legislative Assembly have so provided by an Appropriation shall draw from the Consolidated Fund all such amount which is to be distributed from the revenue Of the minor minerals received in the preceding financial year. Such amount shall be deposited in a separate fund which shall be called Madhya Pradesh Panchayat Rajya Fund as provided in the Madhya Pradesh Panchayat Raj Adhiniyam. 1993 (No. 1 of 1994). 220(92) 23 1996 (2) Revenue from minor minerals of quarries under control of Panchayats shall be deposited in the Panchayat Fund. (3) Every year in accordance with the rules governing the above said fund the State Government shall distribute grant to the respective Janpad Panchayats and Gram Panchayats in the following manner— (i) Revenue from minor minerals Shown at Serial number Of Schedule I. 33.33 percent to the respective Gram Panchayat in which the area Of the lease is situated: Provided that if the lease area falls within more than One Gram Panchayat then the disbursement shall be made in proportion to the area Of each falling in the respective Gram Panchayats. (ii) Revenue from minor mineral quarries except as specified in clause (i) Of sub-rule (3) Of this rule shall be distributed in the proportion to the respective Janpad Panchayat and Gram Panchayat. CHAPTER XIII--APPEAL REVIEW AND REVISION 57. Appeal. Review and Where any power is exercisable, by Gram Panchayat, Janpad Panchayat Panchayat under rules in relation to any matter, an appeal shall lie from every order passed under these rules to the authority mentioned in Madhya Pradesh Panchayat (Appeal and Revision) Rules, 1995 and in the manner Where any power is exercisable by the Collector/Additional Collector under rules, in relation to any matter shall lie every order to the Director, (3) Where any power is exercisable by the Director under these rules, in relation to any matter an appeal shall lie from every order passed by the State Government in exercise of the powers conferred on it by the Government within 60 days of date of communication of the order to him, apply to the State Government for review of the order. (S) State Government may on its own motion review any order passed by it and pass such Order in relation to as it thinks fit. Revision—(1) The State Government and Director may at any time. On its own motion [or the purpose Of satisfying itself as to the legality or propriety of any order issued by or as to the regularity of proceedings of any officer subordinate to it call for and examine the record Of any case pending before or disposed Of by such officer and such order in reference thereto as it thinks fit. (2) No order under this rule shall be passed against any person interested unless he has been given an opportunity to represent his Case. Notwithstanding under sub-rule a review on any matter is pending with the State Government. an officer subordinate to it shall take any action in the matter. (3) Limitation of Appeal. Review or Revision.—No appeal revision Of review under these rules shall be after sixty days of the date of communication of the order: that any such appeal or review may be entertained by an appellate or review authority after expiry of the time if the appellant satisfies him that he has sufficient cause for not making the application within time. Application Appeal. Review or An application shall be made in triplicate in Form XXI. 23 1996 220(3) application for appeal revision or review shall be accompanied by a treasury receipt showing that a fee of one hundred rupees has been paid into Government Treasury under the head Of account— '0853 102.C 800 — Mines and Minerals — Mineral Concession fees. rents and royalties — Other receipts — Receipts from minor minerals including fines and penalties (2) The application for appeal or review or revision shall be affixed with a court fee stamp Of the value Of RS. 5.00 (Rupees Five). (3) In every application under sub-rule (1) against the order refusing to grant a quarry lease, any person to whom a quarry lease was granted in respect of the same area or part thereof, shall be impleaded as party. (4) Along with the application under sub-rule (1) the applicant shall submit as many copies thereof as there are impleaded under sub-rule 61. Copies Of application of appeal. revision or review to be sent to impleaded parties.—On receipt of the application and the copies thereof the Appellate or Reviewing Authority shall send a copy of the application to each of the parties impleaded under sub-rule (3) of rule 60 specifying the date on or before which he may make his representation if any against the review/revision/appeal application

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

63. Grant of stay.—The appellate or reviewing authority may at any time direct that the execution Of the order ammded from or against which a review is pending be Stayed for such time as it may deem fit. Provided that no Stay for the recovery Of mining dues shall be granted unless the party seeking stay has paid the undisputed amounts of rents, royalties and interest due thereon and has furnished bank guarantee for the disputed amounts of such rent, royalty and interest

64. Opportunity for being order under rule 62 shall be passed against any person interested unless he has given an to represent his case

CHAPTER XIV—MISCELLANEOUS 65. Power to rectify apparent mistakes.—The Competent Authority may at any time within six months from the date Of the order passed by it under these rules on its own motion rectify any mistake or error apparent on the face Of the record shall within the like period rectify any such mistake Or error which has been brought to its notice by an applicant— for the grant Of quarry. Provided that such rectification having or purported to have a prejudicial effect on another application for the grant Of the lease/quarry permit shall be made unless the Competent Authority have given to such applicant notice of its intention to do so and have allowed him reasonable opportunity of being heard

66. Relaxation Of rules in special cases.—In any case or Class Of cases in which the State Government is Of the opinion that the public interest so requires it may grant a quarry lease/quarry permit On the terms and conditions other than those prescribed in these rules. Handing over possession of Where quarry lease/quarry permit is cancelled or determined Or right of pre-emption is exercised or the period for which the lease is granted has expired, the lessee shall hand over possession of quarry to the Collector/Additional Collector or any officer authorised by him or Zila/Janpad/Gram Panchayat within a period of 15 (Fifteen) days of the day of the cancellation of the lease or determination Of the lease or exercise Of the right Of pre-emption or the day immediately following date of expiry of the lease as the case may be, (2) Where a lessee fails hand over possession of the quarry in accordance with sub-rule 220(94) G.S.R., 23 1996 Collector/Additional Collector or the Officer authorised by him or Zila/Janpad/Gram Panchayat shall Serve Or cause to be served a notice on the lessee either by post or by tendering or delivering a copy Of it personally to the lessee or one of his family members or servants or by affixing it to a conspicuous part of the place of his residence Of publishing it in at one newspaper having circulation in the locality where the lessee resides. (3) the notice under sub-rule (2) shall contain a statement that the lessee shall hand over possession of the quarry within a period of 15 (Fifteen) days of the date of service of the notice to an officer authorised by him under sub-rule (1) of rule 67. Where a lessee fails to hand over possession of a quarry within the period specified in the notice under sub-rule (2) to the officer authorised under sub-rule (1) of rule 67. he may take possession of the quarry from the lessee and for that purposes may use such force as he necessary

68. Permission for removal of minor minerals for State Government works* 1) The concerning Panchayat shall grant permission for extraction. removal and transport from any specified quarry or land any minor mineral which may be required for the works of any Department of the State Government. Such permission shall only be granted to either the concerned Departmental authority or its authorised contractor on furnishing proof of award of contract. (2) Such permission shall not exceed duration of 30 days and a quantity of 500 cubic metre at any one time. (3) Such permission shall only be granted on payment in advance of royalty calculated at the rates specified in Schedule III. The transit pass in



Form IX then shall be issued. (4) The permit shall be governed by the following conditions:— (i) The pennil holder shall maintain complete and correct :wcount Of ihe mineral removed and tntransported from the area; (ii) He shali allow any officer authorised by the Zila/Janpad/Gram Panchayat to inspect quarrying operations and verily the accounts; (iii) No sooner lhe permitted quantity is transported within the time period of thirty days or earlier. duplicates of all Ironsit pass such unused transit passes together with a complete statement of lhe quantities duly certified the authorised officer of the concerned Department shall be urnished to the Sanctioning Authority

69. Delegation of powers and functions.—The State Government may by notification in the official Gazette. direct that any power or function nich may. be exercised or performed hy under these :ncls. may in relation to such matters subject to such conditions. if any. as il may specify in the notification, be or performed also by such officer or authority subordinate to the State Government as may be specified in the notification

70. Repeal.—All rules or executive •instructions corresponding to these rules in force immediately before the commencement Of these rules arc hereby repealed; Provided that anything done or any action taken under the rules or Instructions So repealed shall. so far as they are not inconsistent with the provisions of these rules. deemed to have been done or taken under the corresponding provisions of these rules. By order and in the name of the Governor of Madhya Pradesh. S. LAKSHMINARAYANAN. Principal. Secretary. 220195) 2. 3. 4. 5. 6. 7. 2. 3. 4. 5. 6. 8. 9. 10. 11. 12. 23 1996 SCHEDULE 1 (See Rule 6) SPECIFIED MINERALS Dimensional stone-granite. dolerite, and other igneous and metamorphic rcxks which are used for cutting & polishing purpose for making blocks. slabs. tiles of specific dimension. Marble which is used for cutting and polishing purpose for making blocks, slabs, tiles of specific dimension. Marble stone for other purposes. Limestone when used in kilns for manufacture Of lime used as building material Flagstone-Natural sedimentary rock which is used ror flooring. roof top etc. and used in cutting and polishing industry. Stone for making gitti by mechanical crushing (i. e. use Of crusher). Bentonite/Fuller's earth. SCHEDULE 11 (See Rule 6 & 7) OTHER MINERALS Otilianry Sand, Bajri. Ordinary clay for making bricks, pots, tiles etc. Stone, Boulder. Road Melal, Gitti. Dhoka, Khanda. Dressed Stones. Rubble. Chips. Murrum. Lime Kankar when used in kilns for manufacture of lime used as building material. Gravel. Lime shell when used in kilns for manufacture Of lime used as building material. Reh Mitti. Slate when used [or building material. Shale when used for building material. Quartzite and quartzitic sand when used for purposes of building or for making road metal or house.hold utensils Salt petre. Mineral 23 1996 SCHEDULE 111 (See rule 29) RATES OF ROYALTY Rates 2. 3. 4. 5. 6. 8. S.No

2. Dimensional Stone-Granite.dolerite. and Other igneous and metamorphic rocks which are used for cutting and polishing purpose for making blocks. slabs, Liles Of specific dimension :— (a) Black colour (b) Other colour Marble which is used for culling and polishing purpose for making blocks slabs, tiles of specific dimension. Marble stone for other puqx»se Flagstone-Natural sedimentary rock which is used for nex»ring, roof Lop etc. Ordianry Sand. bajri Murrum Stone: — (a) Boulder (b) Gitli. roadmelal (c) Dressed stone. Khanda. Dhoka Other minor minerals— Rs. 750/- per cu. mt. Rs. 400/- per cu. mt. Rs. 150/- per cu. mL Rs. 50/- per cu. Rs. 40/- per cu. mt. Rs. IS/- per cu. mt. Rs. 10/-per Cu. mL Rs. 15/- per cu.mt. Rs. 16/- per cu. mt. Rs. 25/- per cu. mt. Rs. IO/- per cu. mt. SCHEDULE IV (See rule 29) RATES OF DEAD RENT IN RUPEES PER HECTARE PER ANNUM Category of Mineral Dimensional stone-Granite, delerite, and other igncows and metamorphic rocks which are used for cutting & polishing purpose for making blocks, slabs, tiles of specific dimension. Marble which is used for cutting & polishing purpose for making blocks, slabs. tiles of specific dimension and marble stone for Other purpose. 1st year of the quarry lease (3) Nil Nil 2nd year to 3rd year of the quarry 10.000 s.(XX) 4th year Of the quarry lease and onward 15.000 7500 23 1996 220(97) 3. 4. 5. 6

8. Limestone when used in kilns for manufacture of lime used as building material.Flagstone-Natural sedimentary rock which is used for flooring, roof top etc. Stone for crusher Ordinary Sand, bajri Murrum Stone for building purposes and other minor minerals. Nil Nil Nil Nil Nil Nil 3.000 5.000 2.0 2,000 FORM I (See rule 9) Application For Grant/Renewal Or Quarry Lease Received at , To . . . (pixe) on Lhe . day of.. 5,000 7.5(0 7.500 7.500 3.000 3000 Here affix court fee sump Through; Dated the .. . 19 l. l/We beg to apply for grant of quarry lcase/rencwal of quarry lease for a Lerm of . . hectares of land in the area specified in the schedule

2. A Sum of Rs, or Rs.250/- as application fee payable under rules has been deposited with challan No. ...
 ...at place 3. The required particulars are given below (i) Name of applicant (ii) Nationality Of the applicant (partners. Directors. Members) (iii) Place of registration or incorporation (firm, Company or Society/Association) (iv) Profession of individual. nature of business of firm or Company or Society/Association and place of business. (v) Address of the individual firm, Company or Society/Association 220(98) 23 1996 (vi) Caste (individual or members of society/Association) (vii) Educational qualification (individual or members of society/Association) (viii) Age (individual or members of society/Association) (ix) Residence (individual or members of society/Association) (x) List Of Directors/Partners/Members (xi) Registration/in-corporation certificate (xii) Financial status (xiii) Articles Of memorandum/partnership deed/by-laws (xiv) Whether the application is for a fresh lease or for a renewal of a lease previously granted. Give details of previous lease held. (xv) Mineral/Minerals which the applicant intends to mine. (xvi) Period for which the quarry lease/renewal of quarry lease is required. (xvii) Approximate quantity Of mineral expected to be raised yearwise during the first three years. (xviii) Manner in which the mineral raised is to be utilised (a) for manufacture (b) for sale (c) any Other purpose In Case Of manufacture the industries in connection with which it is required. should be specified. Details Of plant (s) owned, proposed to be set up to be given. 4. (a) A plan (six copies) showing the situation and boundaries Of the area/areas applied for and concession if any. adjoining is/are enclosed. (If this plan/these plans be considered insufficient, I/we request that the necessary plan/plans or the area/areas may be prepared in duplicate in your office at my/our cost.) (b) Khasra Panchsala, 5. A statement supported by an affidavit showing all the areas mineralwise in each district of the state. (i) already held by me,/us in my/Our name/names (and jointly with others) under quarrying leases specifying the names of minor minerals. (ii) already applied for but not yet granted and (iii) being applied for simultaneously. 6. an affidavit of obtaining surface rights. 7. no dues certificate in

Form 11

8. The plan should indicate important features, viz—(i) if a railway; its full details i.e. whether Eastern Railway or Central Railway, whether a branch line or a main line or colliery tramway. 23 1996 (ii) if a road, whether village or public works department or cart track (iii) wells, (iv) temples Or mosques, (v) burning ghat or burial ground. etc



9. In case the renewal applied for is only for part of the lease hold, (a) the area applied for renewal (b) description of the area applied for renewal (c) particulars of the lease hold with area applied for renewal clearly marked on it (attached).

IO. Means by which mineral is to be raised i.e. by hand labourers, mechanical or electric power. 220(99) I l. any Other particulars which the applicant wishes to furnish. Schedule Description of the area applied for (i) Name of village and Panchayat. (ii) Khasra number and area of each field Of part thereof— Khasra Number Area in Hectares (iii) Full description of the area applied for with regard to natural feature— (iv) Tehsil and patwari circle (v) District Place _ Dale.... Your Faithfully, Name and Designation N.B.—If the application is signed by an authorised agent of the applicant, power Of attorney should be attached. If all the number cannot be entered on this form they should be continued on a separate sheet attached to it and signed. Where a portion of a khasra number only is required the approximate area Of such portion will suffice. 220(100) Office of issue . in district.... 23 1996



FORM 11 (See rule NO Dues certificate District.... This is to certify that the following quarry leases/mining leases are held by ShrifM/s . . Village (1) Surface Rent Balance Dues 2

3. Tehsil Minerals Areas in Total Dues Assessed (in rupees) (2) (3) hectares (4) Surface Dead Royalty rent (7) Others (8) Amount paid during the period in rupees- Dead Rent Royalty Period (9) Total Other (4) 1.In case there has been no assessment in any year. it must be stated clearly with reasons therefor

2. It must stated whether any attachment or R.R.C. are pending in respect of this lease, 3. This is valid only for six months from the date of issue. FORM III [See rule 14(2)) Signature and Designation of authorised officer with seal of Office. Reciept or application for quarry lease or renewal S. No. . , Received the applicatim with the following enclosures for grant renewal of quarry lease from Shri/Sar€ashri. Panchayat . . Enclosures :— Tehsil.. . for about . District . . hectares of land It-wated in village . . . for mining . . minerals. Signature of the receiving officer with seal of Office, 23 1996 FORM Iv [See 15(1)] Register or application for quarry leases 220(101) 1. Serial NO. 2, name of applicant

3. Residence Of amilicants

4. Date on which application was received by receiving officer

5. Particulars Of minerals which the applicant desires to win

6. Name of village

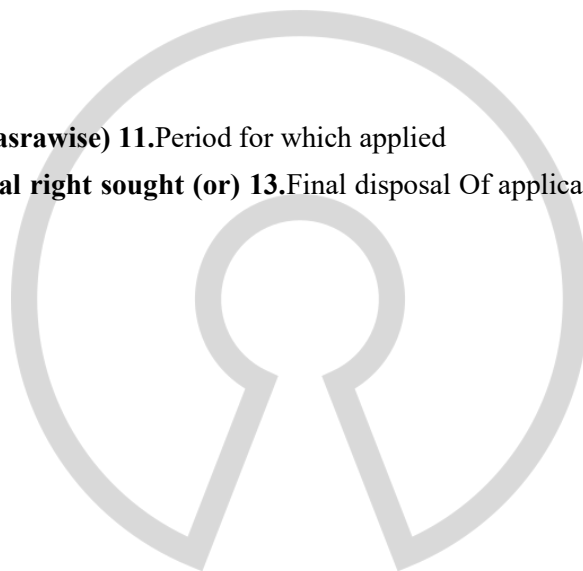
7. Name Of panchayat

8. Tehsil

9. Khsra NO

10. Area in hectares (khasrawise) 11.Period for which applied

12. Remarks (preferential right sought (or) 13.Final disposal Of applications together with number and date of the order



14. Signature Of the officer.



FORM V [See rule Register Of quarry leases 1. Serial No. 2. name of the lessee with complete address

3. Date application & S.No. of application register. Mineral for which lease has been granted. 4. 5. (a) Number And date Of grant Of lease with authority. (b) Date of execution Of quarry lease. 6. period for which granted"renewed

7. Village, Panchayat & Tehsil where situated

8. Khasra NO.and area

9. Area in hectares for which lease has been granted IO.Khasra No. with area of each No. taken up for working with date when so taken up

11. Amount of compensation paid for Area—in col. No. 9 with date Of payment and wheduer through Government or by private negotiations together with No. and Order Of land acquisition or transfer Of lease. 12. amount Of surface rent fixed and date Of fixation

13. Date of expiry Or relinquishment or cancellation Of the lease.Remarks with particulars as to date of renewal, actual expiry or relinquishment

14. Date from which the area is available for grant (Notification No.& Date of availability). 15

16. Date Of assignment or transfer Of lease.if any, and the name and address of the assignee or transferee. 220002) 23 1996 17. date or change together with the details of change that iake place, in name nationality or other particulars of the holder Of quarrying lease

18. Signature Of the Officer

19. Remerks.FORM VI (See rule Surety Bond Stamp duty as against item 57 Of Sec. 1. A. Of Indian Stamp Act. 1899. . . S/oShri . Resident of.. . village Details Of the property Value . . One Know all Men By These Presents, that I.. in the Tehsil of the . District (herein after called the surety) am held and firmly bound to the Governor of Madhya Pradesh (hereinafter called the Governor) for the sum of Rs. only. to be paid to the Governor. his successors. Or assignees or their attorney or the Officer authorised by the Governor in this behalf. for which payment will and truly to be made, I hereby bind myself. my heirs, executors. administrators and representatives. firmly by these witnesses; As witness I have set out my hand, this day of , . one thousand nine hundred and Whereas Shri - . son of Shri resident of . . in the tehsil . . Lhe district (hereinafter called Ehe lessee) has at his own request t--een granted quarry lease for . . over an area of . lx:riod of . . hectares in . vide order No. . . Tehsil — . . dated . . district . . (mineral) for a And whereas the lessee has agreed to escutc 'he prescribed agreement with the Government. And whereas by virtue Of the agreement to be executed between the Governor (lessor) and lessee. the Said lessee is required to pay regularly and timely the dead rent, royalty. surface rent and any other dues arising out Of the lease. And where as the Governor has asked Shri son Of furnish surety of Rs. . . (Rupees . . . only). I, . stand as surety for him to the above amount and execulc this bond. and declare that own Lhe following immovabic property of which I am the absolute owner and that the properly is not mortgaged or gifted and it is free from all encumbrances. And the conditions Of the Bond is such that if the lessee shall die Or become insolvent or at any time ceases to !-ny the dead rem. royally. surface rent Or any other dues arising out of the said lease, any such due on this accoum under this lease shall immediately become due and payable to the Governor and the same will be recovered from my property detailed above as an arrear of land revenue in one instalment by virtue or this Bond. And I further declare that i will not sell. mangagc. gift or Iransfer in any Other manner and will not act in any way to dispose Off the above property till this bond is in rorce. In witness whereof the Said . Lhousand nine hundred and Signature with full r.ame address and excupation of the witnes. . has signed hereinto on day of.. Signature Of the surety Verified and found correct has signed this Bond today in my presence. Magistrale. Executive 23 1996 FORM VII [See rule 261 Quarry lease deed 220003) THIS INDENTURE made this . . day Of . between the Governor of Madhya Pradesh acting through the . . . (hereinafter referred 10 as the • 'lessor • • which expression shall where the context so admits deemed 10 include the successors in office Of the one part and Shri . . . (Name of person with address,and occupaion) (hereinafter referred as "the lessee" which expression shall where the context so admits be deemed to include his heirs. executors. administrators, representatives and permitted assignees) OR . (Name of society/Association with address and excupation) and . . (Name Of person with designation) (hereinafter referred to as • 'the lessee" which expression shall where the context so admis bc deemed to include their respective heirs. executors. administrators. representatives and their

permitted assignees). OR (Names-and addresses Of panners), son of , Of ...sonof. of . . all carrying on business in partnership under the firm name and style of . . (Name Of the firm) registered under Indian Partnership Act. 1932 (9 or 1932) and having their registered office at . In the town of (hereinafter referred to as 'the lessee which expression where the context so admits be deemed to include all the said partners [their respective heirs, executors, legal representatives and permitted assignees). OR , ... (Name of company) a company registered under the company's Act, 1956 and having its registered Office at (address) (hereinafter referred to as 'the lessee which expression shall where the context so admits be deemed to include its successors and permitted assignees) Of the other part. WHEREAS THE lessee/lessees has/have applied to the Competent Authority in Accordance with the Madhya Pradesh Minor Minerals Rules, 1996 (hereinafter referred to as the said Rules) for a quarry lease for . respect Of the lands described in Part I of the Schedule hereunder written and has/have deposited with the State Government the sum of Rs. . . . as security deposit. WITNESSETH that in consideration of the rents and royalties, covenants and agreements by and in these presents and the Schedule hereunder written reserved and contained and on the part of the lessee/lessees to be paid observed and verified by the Competent Authority hereby grants and demises unto the lessee/lessees, All those Quarries (here state the mineral or minerals) lessee hereinafter and in the Schedule referred to as the said minerals) situated lying and being in or under the lands which are referred to in Part I Of the said Schedule together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith which are mentioned in part II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment Of such liberties, powers and privileges which are mentioned in Part III the said Schedule EXCEPT and reserving out Of this demise unto the State Government the liberties, powers and privileges mentioned in part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessee/lessees from the for the term of . . day . . years thence next ensuing YIELDING AND PAYING therefore unto the State Government the several rents and royalties mentioned in part V the said Schedule at the respective times there in as specified subject to the provisions contained in Part VI of the said Schedule and the lessee/lessees hereby covenants/covenant with the State Government as in Part VII of the said Schedule as expressed AND the State Government hereby covenants with lessee/lessees as in Part VIII of the said Schedule as expressed and it is hereby mutually agreed between the parties hereto as in part IX of the said Schedule is expressed. IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day and year first above written. The Schedule above referred to is as follows: 1996 PART I—THE AREA OF THIS LEASE Location and area of the tract of lands situated at village . . . (Description of area or areas) . an area Of . . . Gram Panchayat bearing Khusra survey Nos. . . in Tehsil in . . . or thereabouts delineated on the plan hereto annexed and thereon coloured . . . containing . . and bounded as follows On the North by On South by On the East by and On the West by hereinafter referred to as "the said lands" PART II Liberties, powers and privileges to be exercised and enjoyed by the lessee/lessees subject to the restrictions and conditions in Part III. I, TO enter upon land and win, work and power at all times during the term hereby demised to enter upon the said lands and to win, work, dress, process, convert, carry away and dispose of the said mineral/minerals

2. TO bring and use machinery equipment etc.—Liberty and power for or in connection with any of the purposes mentioned in this part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, brick kilns, workshops, store house, godowns, sheds and other buildings and other works and conveniences of the like nature on or under the said lands

3. TO make roads and ways etc. and use existing roads and and ways for or in connection with any of the purposes mentioned In this part to make any tramways, roads, and other ways in or over the said lands and to use maintain and go, and remount with or without horses cattle, wagons, or other vehicles over the (or any existing tramways, roads and other ways in or over the said lands) on such conditions as may be agreed to

4. To get building and road materials etc.—Liberty and power for or in connection with any of the purposes mentioned in this part to quarry and get stone, gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such material bricks or tiles. S. To use water from streams etc.—Liberty and power for or In connection with any of the purpose mentioned in this part but subject the right Of any existing or future lessees and with the written permission Of Collector to appropriate and use water from

any streams, water-courses, spangs or other sources in or the said lands and 10 divert, step up or dam any such stream or water course and collect or impound any such water und to make. construct and maintain any water-course culverts. drams Or reservoirs but not as so lo deprive any cultivated lands. villages. buddings or watering places for livestock or a reasonable supply of water as before nor m any way to foul ov pollute any stream or springs. Provided ahat Ehe lessec/lessees shall nol interfere with the navigation in any navigable stream or shall divert such stream without the previous wriuch permission ot the Stale Government

6. TO use land for stacking,heaping, depositing purposes.—Liberty and power to upon and a sufficienl part 01 Lhe surface of the said lands rot the purpose or stacking. heaping. stonng deposauing thetctn any produce of the quarries or works carried on and any tools, equipment. earth and materials and substances dug or raised under the liberties and powers mentioned tn this part. 23 1996 PART 111 Restrictions and conditions as to the exercise of the liberties, Powers and Privileges in Part 11. 220005) 1. No building etc upon certain places.—No building Or thing shall be erected set up or placed and no surface (Verations shall carried on in or um)n any public pleasure ground. burning or burial ground or place held sacred by any class of persons or any house or village site. public road Or Other place which the State Government may detemine as public ground nor in such a manner as to injure or prejudicially effect any buildings. works. property or rights Of Other TErsons and no land shall be used for surface operations which is already occupied by persons other than the Slate Government for works or purposes not included in this lease. The lessee/lessecs shall not also interfere with any right Of way. well Or tank

2. Permission ror surface operations in a land not already in use.—Before using for surface operations any land which has not already been used for such operations. the lessee/lessees shall give to the Collector Of the District *Qwo calendar months previous notice in writing specifying the name or other description of the situation and Lhe extent of the land proposed to be so used and the purpose for which the same is required and the said land shall not be so used if objection is issued by the Collector within two months after the receipt by him Of such notice unless the objeçion so stated shall on reference to the State Government be annulled or waived

3. NO mining operations within prohibited distances.—The lcssee/lessecs shall not work or carry on or allow Lo be worked or carried on any mining operations at or to any point within the prohibited distances specified in rule 30 (12)

4. Facilities for adjoining Government licences and leases.—The lessee./lessees shall allow existing and future iK)lders Of Government licenses or leases over any land which is comprised in or adjoins or is reached by the land held by the lessee/lessees reasonable facilities or access there to: Provided that rK) substantial hindrance or interference shall be caused by Such holders or licenses or leases to Lhe operations of Lhe lessee/lessees under these presents and fair compensation as may be mutually agreed upon or in Lhe event of disagreement as may be decided by the State Government shall be made 10 lhe lessee/lessces for loss or damage sustained by the lessee/lcssees by reason of the exercise of this liberty

PART IV Literrties. Powers and Privileges reserved to the State Government. 1. To work other minerals.—Liberty and power for the State Government or to any lessee or persons authorised by it in Ehat behalf to enter into and upon the said lands and Lo search for. win, work. dig, get. raise. dress. process. convert and carry away minerals Other than the said minerals and any Other substances and for those purposes 10 sink. drive. make, erect. construct, maintain and use such pits, shafts, inclines, drifts, levels and o!hcr lines. w:llcr.vays, airways, water courses. drains, reservoirs, engines, machinery. plant, buildings, canals. tramways. railways: roadways and other works and conveniences as may be deemed necessary or convenient: Provided that in the exercise Of such liberty and power no substantial hindrance Or interference Shall be caused to or with the liberties, power and privileges of the lessee/lessces under these presents and that fair cornpensuation as may be mutually agreed upon or in the event Of disagreement as may be decided by the State Government shall by made to the lesseeaesseees ror ail loss Or damage sustained by [he lessee/lcssees by reasons for ail loss Ot damages Sustained by the lessee/lessces by reasons or in consequence Of the excrcisc Of such liberty and power

2. TO make railways and roads.—Liberty and power (or lhe Slate Government Of any lessee or person authorised by in that behalf to enter into and upon the said lands and to make upon over or lthrough the same any railways. tramways, roadways or pipelines for any purpose other than those mentioned in part 11

of these presents and to get from the said lands "Ones. gravel. earth and other materials for making, maintaining and repairing such railways. tramways and roads or any existing railways and roads and to repass all times with or without horse, cattle or other animals carts, wagons carriages. locomotives or other vehicles over or along any such railways. "anyways. Road lines and other ways for all purposes and as occasion may require, provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or 220006) 23 1996 with the liberties, and privileges Of the lessees under these presents and that fair compensation as may be mutually agreed upon or in the event Of as may be decided by the State Government shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reason Or in consequence of the exercise Of such liberty and power

PART V Rents and royalties reserved by this lease 1. To pay dead rent or royalty whichever is higher.—The lessee shall pay for every year except the first year of the lease. dead rent as specified in clause 2 of this Part: Provided that, where the holder Of such quarry lease becomes liable under rule 30 Of the Rules to pay royalty for any mineral removed or consumed by him Or by his agent, manager, employee. contractor Or sub-lessee from the leased area he shall be liable to pay either such royalty or the dead rent in respect Of that area, whichever is higher

2. Rate and mode of payment of dead rent.—Subject to the provisions of clause I of this Part during the subsistence of the lease, the lessee/lessees shall pay to the State Government annual dead rent for the lands demised and described in part I Of this Schedule at the rate for the time being specified in the Schedule IV Of the Rules in such manner as specified in Rule 30 (1), (a)

3. Rate and mode of payment of royalty.—Subject to the provision of clause I of this part, the lessee/lessees shall during the subsistence of this lease pay to the State Government as specified in Rule 30 (1) (b) royalty in respect of any mineral/minerals removed by him/them from the leased area at the rate for the time being specified in the Schedule III to the Rules

4. Payment of surface rent.—The lessee/lessees shall pay rent to the State Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents at the rate of Rs. respectively per annum per hectare or part thereof for area so occupied during the period from the commencement or such occupation or use until the area shall cease to be so occupied or used and shall as far as possible restore the surface land so used to its original condition. Surface rent shall be paid as detailed in Rule 30 (1) (c)

PART VI Provisions relating to the rents and royalties 1. Rent and royalties to be free from deduction etc.—The rent and royalties mentioned in Part V Of this Schedule shall be paid free from any deductions to the State Government as specified in Rule 30 2. Mode Of computation of royalty—For the purposes Of computing the said royalties the lessees shall keep a correct account of the mineral/minerals produced. consumed and despatched. The accounts as well as the volume of the mineral/minerals in stock or in the process of export may be checked by an officer authorised under Rules

3. Course of action if rents and royalties are not paid in time—Should any rent. royalty or other sums due to the State Government under the terms and conditions of these presents not be paid by the lessee/lessees within the prescribed time, the same, together with simple interest due thereon at the rate of twenty four per cent per annum may be recovered on a certificate of Mining Officer/Assistant Mining Officer in the same manner as an arrear of revenue

PART VII The Covenants of the Lessee/Lessees 1. Lessee to pay rents and royalties. taxes etc.—The lessee/lessees shall pay the rent and royalties reserved by this lease at such times and in the manner provided in PARTS V and VI Of these presents and shall also pay and discharge all taxes. rates. assessments and impositions whatsoever being in the nature of public demands which shall 23 1996 220(107) from time to time be charged assessed or imposed by the authority of the State Government upon or in respect Of the premises and works of the lessee/lessees in common with other premises and works of a like nature except demands for land revenues

2. To maintain and keep boundary marks in good order.—The lessee/lessees shall at his/their own erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identification

3. TO commence operations within a year and work in a workman like manner.—The lessee/lessees shall commence operation within one year from the date of execution of the lease and shall thereafter at all times during the continuance of this lease win, work and develop, the said minerals without voluntary intermission in a skilful and workman like manner and as prescribed under clause 12 hereinafter without doing or to be done any unnecessary or avoidable damage to the surface of the said lands or the crops, buildings, structures or other property thereon. For the purposes of this clause operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine

4. TO indemnify Government against all claims.—The lessee/lessees shall make and pay such reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law in force on the for all damage, injury or disturbance which may be done by him/them in exercise of the granted by this lease and shall indemnify and keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith

5. TO secure and keep in good condition pits, shafts, etc.—the lessee/lessees shall during the subsistence of this lease well and sufficiently secure and keep open with or other durable means all pits and workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of the Collector round every such pit or working whether the same is abandoned or not and shall during the same period keep all workings in the said lands except such as may be abandoned accessible free from water and foul air as far as possible, 6. To strengthen and support the mine to necessary extent.—The lessees shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government, as the case may be any part of the mine which in its opinion requires such strengthening or support for the safety of any railway, reservoir, canal, road and any other public works or structures

7. To allow inspection or workings.—The lessee/lessees shall allow any officer authorised under these Rules to enter upon the premises including any building excavation or land comprised in the lease for the purpose of inspecting, examining, surveying, prospecting and making plans thereof sampling and collecting any data and the lessee/lessees shall with proper person employed by the lessee/lessees and acquainted with the mines and works effectually assist such officers, agents, servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with the working of the mines which they may require and also shall and will conform to and observe all orders and regulations which the Central and State Government as the result of such inspection or otherwise may from time to time, to impose

8. To report accident.—The lessees shall without delay send to the Collector a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may in the course of the operations under this lease

9. TO report discovery of other minerals—The lessee/lessees shall report to the Collector the discovery in the leased area of any mineral not specified in the lease with full particulars of the nature and position of each such find. If any mineral not specified in the lease is discovered in the leased area, the lessee/lessees shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease obtained therefor. 10. TO keep records and accounts regarding production and employees etc.—The lessee/lessees shall at all time during the said term keep and cause to be kept at an office (to be situated upon or near the said lands) correct and intelligible books which shall contain accurate entries showing from time to time:— (1) Quantity and quality of the said mineral/minerals realised from the said lands. (2) Quantities of the various qualities of the said mineral/minerals sold and disposed (3) Quantities of the various qualities of the said mineral/minerals otherwise disposed of and manner and of (4) All other particulars of all kinds of said mineral/minerals. (5) The number of persons employed in the mines or works on the said lands specifying nationality, qualifications and any of the technical personnel. (6) Other facts, particulars and circumstances the Central or the State Government may from time to time require and shall also furnish free of charge to such officers and at such times as the Central and State Government may appoint true and correct abstract of all or any such books of accounts and such returns to or any of the officers aforesaid as the State Government may prescribe and shall at all reasonable times allow such officers as the Central Government or State

Government shall in that behalf appoint to enter into and have free access to the said offices for the purpose of examining and inspecting the said books of accounts plans and records and to make copies thereof and make extracts therefrom. To maintain plans, etc.—The lessee/lessees shall at all times during the said term maintain at the mine Office Correct intelligible up-to-date and complete plans of the mines in the said lands. They shall show all the (Vegetations, and workings and all the trenches, pits made by him/Her in the course of Operations carried on by him/Her under the and geological data and all such plans shall be amended and filled up by him/Her from X-ray surveys to the extent for that purpose at the end of twelve months or any period specified from time to time and shall furnish free of charge to the State Government True and correct copies of such plans whenever required. Accurate records of all trenches, pits show— (a) surface and strata through which they pass. (b) Any mineral encountered. (c) Any Other matter of interest and all data required by the State Government from time to time. The State shall allow officer of the State Government authorised in this behalf to do the same at all reasonable time. The State shall also supply when asked for by the State Government a composite plan of the area showing thickness, dip, inclination, etc. as also the quantity of reserves quality. 12. TO pay compensation for injury or third parties.—The lessee/lessees shall make and pay reasonable and compensation for all damage, injury or disturbance to person or property which may be done by or on the part of lessee/lessees in exercise of the liberties and power granted by these presents and shall at all times save harmless and keep indemnified the State Government from and against all Suits, claims and demands which may be brought or made by any person or persons in or of any such damage, injury or disturbance. In case of Government land shall pay equal to 3-0 and 60 times of land revenue in case of leases up to 10 and 20 years 13. NM to Obstruct working of Other minerals.—The lessee/lessees will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working within said lands of any minerals not included in this lease and shall at all times afford to the Central and State Government and to the holders of prospecting licences or quarry leases in respect of any minerals or any minerals within any land adjacent to the said lands the same as Incumbent of access and sale and convenient passage upon and across the said lands to such minerals for the purpose of getting 23 1996 220(109) working, developing and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage or injury which he/they may sustain by reason or in consequence of the use or such passage by such lessees or holders of prospecting licenses

14. Transfer of lease.—the lessee/lessees shall not, without the previous consent in writing of the Sanctioning Authority— (a) Assign, sublet, mortgage, or in any Other manner transfer the quarry or any right, title or interest therein, or (b) Enter into or make any arrangement, contract or understanding whereby the lessee/lessees will or may be directly or indirectly financed to a substantial extent by, or under which the lessee's obligations or undertakings will or may be substantially controlled by, any person or body of persons other than the lessee/lessees : (c) Sanctioning Authority may by an order in writing determine the lease at any time if the lessee/lessees has/have in his opinion committed a breach of any of the above provisions or has/have transferred all lease or any right, title or interest therein otherwise than in accordance with rule 35, provided that no such order shall be made without giving the lessee/lessees a reasonable opportunity of stating his/their case

15. Lessees shall deposit any additional amount the security deposit of Rs_. any part thereof or any further sum hereinafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the State Government pursuant to the power in hereinafter declared in that behalf the lessee/lessees shall with the State Government such further sum may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government up to the sum of Rs...

16. Delivery of working in good order to State Government after determination of lease.—the lessee/lessees shall at the expiration or sooner determination of the said term or any renewal of the lease deliver up to the State Government all mines, pits, water ways, and other works now existing or hereinafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machinery set up by the lessee/lessees which cannot be removed without causing injury to the mines, works under the said lands (except such of the same as may with the sanction of the State Government have become disused) and all buildings and structures of

bricks or stone erected by the lessee/lessees above ground level in good repair Order and condition and fit in all respects for further working of the said mines and the said minerals

17. Right or pre-emption—(A) The State Government shall from time to time and all times during the said term have the right (to be exercised by notice in writing to the lessee/lessees of the said minerals and all products thereon lying in or upon the said lands hereby demised or elsewhere under the control of the lessee/lessees and the lessee/lessees shall with all possible expedition deliver all minerals or products or minerals purchased by the State Government under the conferred by this provision in the quantities at the times in manner and at the place specified in the notice exercising the said rights. (B) The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption. PROVIDED THAT in order to assist in arriving at the said fair market price the lessee/lessees shall if so required furnish to the State Government for the confidential information of the Government, particulars of the quantities, descriptions and prices of the said minerals or products thereof sold to other customers and or charters entered into for freight, for carriage of the same and shall produce to such officer or officers as may be directed by the State Government original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products. (C) in the event of the existence of a state of war or emergency (of which existence and President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive 220(110) 23 1996 proof), the State Government with the consent of the Central Government shall from time to time and all times during the said term have the right (to be exercised by a notice in writing to the lessee/lessees) forthwith take possession and control of the works, plant, machinery and premises of the lessee/lessees on or in connection with the said lands or operations under this lease and during such possession or control the lessee/lessees shall conform to and obey all directions given by or on behalf of the Central Government or State Government regarding the use or employment of such works, plant, premises and minerals; PROVIDED THAT fair compensation which shall be determined in default of agreement by the Government shall be paid to the lessee/lessees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO—SO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this 18. Recovery of expenses incurred by the State Government—If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried out or performed by the lessee/lessees be not so carried out or performed within the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessee/lessees shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same and the decision of the State Government as to such shall be final. 19, Other obligations— (A) lessee/lessees shall pay a wage not less than the minimum wage prescribed by the Central Government or State Government from time to time under Minimum Wages Act, 1948. (B) The lessee/lessees shall comply with provisions of the Mines Act, 1952 and the rules made thereunder; (c) The lessee/lessees shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollution devices and such other measures as may be prescribed by the Collector from time to time, at his own expense: (D) The lessee/lessees shall pay compensation to the occupier of the land on the date and in the manner laid down in the Rules: (E) The lessee/lessees shall in the matter of employment give preference to the tribals and to the local persons: (F) lessee/lessees shall not transport any mineral or its product from the leased area without a valid transit pass as provided in the Rules

PART Vili The Covenants 01' the Slatc Government l. Lessee/lessees may hold and enjoy rights quietly.—The ics.scc/lcssces paying the rents and royalties hereby reserved and observing and performing ali Ille covenanls and agreemenLs herein contained and on the part of the lessee/lessees to he observed and pc'



formed Shall and may quicuy hold and enjoy lhe rights and premises hereby demised for and during the term hereby granted without any in lawful interruption from or by the State Government or any person rightfully claiming under it

2. Acquisition of land Of third parties and compensation thereof.—If in accordance with the provision Of clause 4 of Part VII of this Schedule the lev;ec/lessces shall Offer to pay to an occupier of the surface of any part of the said lands compensation Cor any damage or injury which may arise from the proposed operations of the lessee/lessees and the said occupier shall relUse his consent to the exercise of the right and [Y'wers reserved to the State Government and demised to the iesscenessees by these presents and the lessee/lessees shall report the mailer to the State Government and shall deposit with il the amount offered as and if the State Government are satisfied that lhe amount of compensation offered is fair and reasonable or if it is not so satisfied and lhe lesseencssees shall have deposited with it such further amount as the State Government shall consider fair and reasonable the State Government shall Order the occupier to allow the lessec./lessees LO enter the land and to carry 23 1996 220(111) Out such operations as may be necessary for the puqX).sC Of this lease. In assessing the amount Of such compensation the State Government shall be guickd by the principles of the Land Acquisition Act

3. To renew.—The quarry lease is renewable in terms Of the IYOvisions Of the Rules

4. Liberty to determine the lessec/lessees may at any time determine thie lease by giving not less than six calentfir months notice in writing to the Sanctioning Authority and upon the expiration Of such notice provided that the lesseenessees shall upon such expiration render and pay all rents.royalties, cornpnensation for damages and Other moneys which may then due and payable under these presents 10 the lessor or any Other (Vson or and shall deliver these prescnLS to the Government then this lease and the said term and the liberties. rx)wers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy Of the lessor in respect Of any breach Of any Of the covenants or agreements contained in these prescnLS. (2) The Sanctioning Authority may on an application made by the lessec permit him to surrender one or more minerals from his lease which is for a group of minerals on the ground that del»siLS of thal minerals have since exhausted or depleted to such an extent that it is no longer s»ssible 10 work the mineral economically. subject to the condition that the lessee; (a) Makes an application for surrender Of mineral six months lbe intended Of surrender. and. (b) Gives an undertaking that he will not any hindrance in the working Of the mineral so surrendered by any other person who is subsequently granted a quarry lc;Lse for that mineral 5. Refund or security deposits.—On such dale as the Collector may elect after the determination of this lease Of any renewal thereof. the amount of the security deposit paid in respect Of this lease and then remaining in deposit with the State Government and nol required to be applied to any of the purposes mentioned in this lease shall be refunded to (he lessee/lessecs. NO interest Shull on the security PART GENERAL PROVISIONS I. Obstructions to inspection.—In cxse the lesscene.ssecs Or his/their transferee/assignce dEEs/d0 not allow entry Ot inspection by the officers Julhorised by dk. • Central or Slatc Government under the said Rules. the Collector shall give notice in writing lo the lessee,'lessces requiring hi m,'thern 10 show cause within such (imc as may be specified in the notice why the icase Should not determined and his,/their security deposit rodeited : if the lessce/lessees raiWfail show cause within the aforesaid time to the saltsfaction of the Sanclioning Authority may determine the lease and forfeit the whole Or part oc security deposit

2. Penalty in case or default in payment of royalty and breach or Lhe or hlsnheir transferee or assignec makes/make any dcaull in payment Of rent or royalty as required by [he Rules, Act or commits a breach of any Of the conditions and covenants: other than thuge referred to in convenam i above .the Collector shall give notice to the lessec/lessees requiring himlihern to pay the rent royalty Or remedy breach. the case may be within sixty days from the date Of receipt Of the nonce and if the rent. and royalty are not paid or the breach is not remedied within such period. the Sanctioning Authority without prejudice to any proceedings that may be taken against him/them, decrninc the lease and forfeit the whole or part of the security deix»sit or may impose penalty srovide.d in Rules

3. Failure to fulfil the terms of leases due to • 'Force on the part of the lessecncssees to fulfil any of the terms and conditions of this :ease shall not give the State Government any claim against the Lessec,'lessees or be deemed a breach 01" this lease.in so Car as such failure is consdered by the said (Government LO arise from force majeure. and if through force tna#ure 4he fulfilment by the

lessees. On any of the terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed by this lease, in this Clause the expression "Force Majeure" means of God, War, insurrection, riot, civil commotion, strike, earthquake, tide, Storm, tidal wave, lightning, explosion, fire and any other happening which the lessee, lessees could not reasonably prevent or control. 23 1996 4. to properties the expiry or having first directed rents and royalties payable by virtue of these presents may at the expiration or determination of the lease within months thereafter (unless the lease be under clause 2 of this and in case at any less 15 days than three calendar months and take away and remove from his own all (Y any engines, plant, building, structures, tramways works, which may have up plan by in the lands and which the lessee, lessees were not bound to deliver to the State Government these. Furniture or property less than three months after determination at end or three months after the expiration of the term in 4 of Part VIII of this Schedule become effective shall remain in or on land any engines, machinery, trucks, structures, runways Other work, convenience Other facilities required by the lessee in connection with the lease" by if not removed by the lessees within one calendar month after notice in writing requiring their removal has been given to by the Collector deemed to have been removed to the State Government and may be sold or disposed of in such manner as the State Government shall deem fit to suit the interest of the State. 6. is executed at . . . and subject to the provision of Article 226 of the Constitution of India it is hereby agreed upon by the parties in the event or any dispute in relation to the lease, condition of lease, the dues payable under the lease and in relation to all matters touching the lease and the suit (or shall be filed in the civil courts at . . . (name city) and it is hereby expressly agreed that neither party shall commence or file a suit or file any application at any place other than the courts named above, 7. Fix stamp duty from the date of execution, IN WITNESS WHEREOF been executed in first written. Witness 2. and behalf of the (Signature and Designation) FORM (See Rule 29(6) Application for Issue or Transit Pass Book or Receipt No. of 220013) 3. 4. 5. 6. 7. 8- 9. 10. 11. 23 1996 Scheme of the :— (i) Quantity at (ii) Total (iii) Particulars (iv) Name of mineral in stock and the quantity-proposed to be transported to Route of transport of the quantity (Own consumption/sale). In case of name and address of should furnish). In case of Rail Transport (i) Station of (ii) [Description of the consignment with the name and the address of consignee. Sale value of mineral per unit within the applicant desires to be specified/trans- quantity. Particulars which the applicant wishes to state. We hereby certify that the particulars given above are correct to the best of my/our knowledge and belief. 2

3. Signature Of the Applicant



FORM IX 1 See Rule 29 (7)1 TRANSIT PASS book NO. Transit Pass NO. Name of lessee/Mineral holder Name of Mine and Village Area of Quarry Period of Quarry Date of dispatch from quarry Time from the Quarry Quantity Of mineral being carried in cubic metres 220<114) 4. 5. 6. 23 1996 Name Of and destination Of the mineral being carried Truck, tractor No. or name of the bullock cart owner. Signature of Driver of the carrier. Signature of Lessee Contractor/ Munshi/ Authorised Agent. No over writing should be done and should be filled up in legible hand writing. (2) Original copy should be given to driver of the carrier and carbon copy should be retained in this book for presenting the book back with the authority for issue of next pass book. (3) Omission to write date and time Or over writing attracts penalty. (4) Only One Transit Pass should issued to one carrier for each trip. FORM X (See Rule 30(20) (0>1 MONTHLY RETURN (To be submitted by 10th of ensuing month) To. (1) (2) 2. 3. 4. 5. 6



8. The Collector, Gran Panchayat figures be given in cubic metres (1) (2) (3) (4) for the month Of Name Of the lessee .Address .. Location Of quarry (a) Village: (b) Tahsil : (c) Panchayat : Details Of lease (a) Khasra NO.. (b) Period of lease Opening stock Production or Mineral Total (1+2) Consumption Of Mineral Despatch Of Mineral consumption Despatch (4+5) Closing (3—6) Transit passes used Book Nos. and Serial Nos. 9. 11. 12. 13. 14. 15. To, (1) 2. Production from mineral consumed (a) Opening stock (b) Production (c) Total (a+b) (d) Despatch (c) Closing stock (c-d) Balance payable royalty Royalty for this month Total royalty (10+11) Royalty paid vide challan No. . 23 1996 . and FORM Rule 2200 IS) Signature of the lessee Or his authorised person Date. . Place Balance due (12—1.3) Remarks The Collector HALF YEARLY RETURN FOR THE PERIOD 1-1-19 to 30-6-19 1-7-19 to 31-12-19 (To submitted by 15th July) 5th Jantgtry) (2) (4) Name of the lessee . . Address.. . Location Of quarry (a) Village: (b) Tahsil : (c) Panchayat : Details of lease (a) Khasra NO. . . (b) Period or Lease Noce :—All figures be given in cubic metres and rupees Total Production in the Half Consumption 2XX1i6) 3. 4. 5. 6. 7. 8. 23 7Tâ 1996 Total (2+3) Royalty Dead Rent Paid. Royalty (5—6) Royalty CtL No. (1) (2) (3) (4) (S) To, 2. 3. 4. 5. give details of :— pits mouth value Sale price Average Of JV.rs«ms Onphyed per day Depth Of qtnrry Use of if any



FORM xn ISee Rule 30 (20) (c) 1 ANNUAL RETURN (To submitted by 31st January every year)
 Collector. Part I—General atul *kites Of Nane of Mine,/qu.nrry Details of lea": area— (i) Toul Mea with
 Khafra Nos. (ii) Date of Execution (iii) possession (iv) of (v) mxhayat (vi) Offre (viii) if Signature Of the or
 his peruvi 6. 7. 8. 9. 10. 11. 12. 13. 23 1996 Ownership (Please Mark). (i) Schedule Trilw• Society (ii)
 Scheduled Caste Society (iii) unemployed Society (iv) Individual (Indicate sea'S. TIO.B.C. etc) (v) Any
 other Part 11—Utilisation of Area Lease area utilisation as at the end of year— (i) Area already exploited
 and abandoned (iiy Arca covered under current operations (iii) Area u:-æd for waste dismi.sai (iv) Arca
 used [or any Other purpusc (Give details) Parl lil—Rents and Royalties Royalty paid during year— (a)
 Royalty during the year (b) Amount Of past arrears if any paid during the year Amount of dead rent paid
 during lthe year. Surface rent— (i) Arca for which surface rent is payable (ii) Amount paid for the year (iii)
 Amount paid Cor past arrears il any Part J V—production and Despatches. Production and Despatches (i)
 C)lwning stock Oil P«xluction (iii) Despatches (iv) Closing stcwk (ii) Over-head cost (iii) Interest (iv)
 Depreciation (v) Taxes, royalty etc. part or Production Cost per Explosives and machinery used (Give
 details) 220017) Signature of lessee or his authorised rwrson 4. 220018) 2. 3. 4. 5. 6. ...19. (a) (b) (c) (d)
 (a) (b) (b) (c) 23 1996 FORM XIII (See Rule 30 (24)) NOTICE Name Of mine Name Of mineral worked
 Situation Of mine (village, Thana. Sub Division. District, State) Date when work was first started Name
 and postal address of present owner(s) name and postal address of agent. if any Name and postal addressr
 of Manager. if any His age His qualifications His experience in mining Whether working are likely to bc
 extended below ground. (a) (a) To be sent 10:— Maximum depth of open cast excavation measured from
 its highest to its lowest point. Date when depth first exceeded 6 metres. Nature, amount and kind Of
 explosives used, if any. Date when explosives were first used. Signature Of Owner/Agent/Manager Date .
 1. The Director General, Mines Safety, Govt of India. Dhanbad. 2- The Controller General, Indian Bureau
 Of Mines, Govt. Of India, Nagpur
 3. Ime District Magistrate of zhe District where Lhe mine situated

4. The Mining OfficerAssistant Mining Officer.



FORM Model form (Or transfer Of quarry lease When the transferor is an individual . [See Rule . The indenture made this . . day between . . . (Name or 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 assignees): OR When the transferor is a society/Association . . . (Name of the society/Association with address 23 Fré 1996 220019) and (Occupation) and . . (Name of person with address and occupation) hereinafter referred to as the "transferor" (which expression shall where the context so admits be deemed to include their respective heirs. executors administrators. representatives and their permitted assignees): OR When the transferor is a registered firm (Name Of the person with address of all the partners) all carrying on business in partnership under the firm name and style Of . . , (Name Of the firm) registered under the Indian Partnership Act, 1932 (9 Of 1932) and having their registered office at . . . hereinafter referred to as the "Transferor" (which expression where the context so admits be deemed to include all the said partners. their respective heirs. executors. legal representatives and permitted OR When the transferor is a registered company . . . (Name Of Company) a company registered (Act under which incorporated) and having its registered office at . . (Address) hereinafter referred to as the "transferor" (which expression shall where the context so admits be deemed to include its successors and permitted assignees) Of the first part. AND And when the transferor is an individual . . . (Name of person with address and occupation) hereinafter referred to as the "transferee" (which expression shall where the context so admits be deemed to include his heirs, executors, administrators representatives and permitted assignees,) OR When the transferee is a society/Association . . . (Name of the society/association with address and occupation) and . (Name of person with address and occupation) hereinafter referred to as the "transferee." (which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators. representatives and their permitted assignees.): OR When the transferee is a registered firm . . (Name and address of all the partners) all carrying on business in partnership under the firm name and style of . . . , (Name Of the firm) registered under the Indian Partnership Act. 1932 (9 of 1932) and having their registered Office at hereinafter referred to as the "transferee" (which expression where the context so admits be deemed to include all said partners. their respective heirs. executors. legal representatives and permitted assignees). OR When the transferee is registered company . . . (Name Of the Company) a company registered (Act under which incorporated) and having its registered office at . . (Address) hereinafter referred to as the "transferee" (which expression shall where the context so admits be deemed to include its successors and permitted assignees) Of the second part. AND The Governor of Madhya Pradesh hereinafter referred to as the "State Government" (which expression shall where the context so admits be deemed to include the successors and assignees) of the third Whereas by virtue of an indenture of lease dated the and registered as No. . . . (date) in the office of the Sub-Registrar Of . (place) hereinafter referred to as lease the original whereof is attached hereto and marked 'A' entered into between the State Government (herein called the lessor) and the transferor (therein called the lessee), the transferor is entitled to search for. win work . (name of mineral's) in the lands described in Schedule thereto the mines and minerals in respect of and also in Schedule annexed hereto for term and subject to the payment Of the rents and royalties and and performance of the lessee's covenant and condition in the said deed of lease reserved and contained including a covenant not to assign the lease or any interest thereunder without the previous sanction of the Competent Authority. 220(120) 23 1996 And Whereas the transferor is now desirous of transferring and assigning the lease to the transferee and the Competent Authority has at the request of the transferor. granted permission to the transferor vide order . to such a transfer and assignment of the lease upon the condition Of the transferee entering into an dated . agreement in and containing the terms and conditions hereinafter set forth. Now this Deed Witnesseth as follows : 1. The transferee hereby covenants with the State Government that from and after the transfer and assignment of the lease the transferee shall be bound by, and be liable to perform, observe and conform and be subject to all the provisions of all the covenants, stipulations and conditions contained in said herein before recited lease in the same manner in all as if the lease had granted to the transferee as the lessee thereunder and he had originally executed it as such

2. It is further hereby agreed and declared by the transferor Of the one part and the transferee Of the Other part (i) The transferor and the transferee declare that they have ensured that the mineral rights over the area for which the quarry lease is being transferred vest in the State Government.(ii)

The transferor hereby declares that he/she has not assigned, sublet, mortgaged or in any other manner transferred the quarry lease now being transferred and that no other person or persons has any right, title or interest whereunder in the present quarry lease being transferred. (iii) The transferor further declares that he/she has not entered into or made any agreements, contract or understanding whereby he had been or is being directly or indirectly financed to a substantial extent by or under which the transferor's operation or understandings were or are being substantially controlled by any person or body of persons other than the transferor. (iv) The transferee hereby declares that he/she has accepted all the conditions and liabilities which the transferor was having in respect of such "quarry lease. • • (v) The transferee further declares that he/she is financially; capable of and will directly undertake mining operations. (vi) The transferor has supplied to the transferee the Original or certified copies of all plans of abandoned workings in the area and all a belt 6.5 metre wide surrounding it. (vii) The transferee hereby further declares that as a consequence of this the area which is held by him under quarry leases are not in contravention of the Madhya Pradesh Minor Minerals Rules, 1996. (viii) The transferor has paid all the rent, royalties and other dues towards Government till the date, in respect of this lease. In witness whereof the parties hereto have signed on the date and year first above written. SCHEDULE Location and area of the lease All that tract of lands situated at village . District bearing khusra Nos.. on the plan hereto annexed and thereon coloured . . (Description of area or areas) Tahsil . . or thereabout delineated , . containing an area of and bounded as follows : On the North by . On the South by . On the East by..... And On the West by -4 23 1996 Signed by for and on behalf of the State Government in the presence of— 2. Signature Of Transferor in the presence Of witnesses— Signature of transferee in the presence of— 2.

FORM XV (See Rule 37) FORM OF APPLICATION FOR QUARRY PERMIT (Date) Dale _
 220(121) Received at . . Initial Of Receiving Officer . To, (Place) II We request that a quarry permit under
 the Madhya Pradesh Minor Mineral Rules. 1996 be granted to me/us. A sum of Rs. 25/- being the fee in
 respect of this application is deposited and cash receipt in original is enclosed. The following particulars
 are enclosed 1. Name Of applicant

2. Address of applicant. Registration certificate and by-laws Of the Society/Association. 3

4. Profession, Nature of business and place of working. Cast (Individual Or members or
 Society/Association). 5

6. Educational qualification (individual or members Of Society/Association.) 7. Age (Individual or
 members of Society./Association.) 8. Financial status (Individual or members Of Society/Association.) 9.
 Name Of minor minerals applied for. 23 1996 220(22) IO. Quantity in cu. mts. required. 11. Time within
 which the entire quantity will be removed and transported. Purpose for which the minor mineral is to be
 used. 12

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



14. Certified copy of village plan with khasra panchsala indicating the land from which the minor mineral is to be removed and transported.I/We do hereby declare that the particulars furnished are correct and am/are ready to furnish any other details may be required by you. I/We do hereby further declare that I/We shall adhere to terms and conditions indicated in [X*mit and rules in Madhya Pradesh Minor Minerals Rules, 1996 and any other conditions imposed by the competent authority, Yours faithfully. Date : Signature of the applicant.



FORM xvi [See Rule FORM OF GRANT OF QUARRY PERMIT Quarry Permit No.. _ .. applied for grant of quarry permit (or removal and transport 01' . Where as, Shri, . . Tahsil . (Minor Minerals) from Khasra No. Of Village. Panchayat . of the Madhya Pradesh Minor Mineral Rules. 1996 and has paid an District , under Rule application fee of Rs. 25/-. Permission is hereby granted to quarry, collect. remove and transport , (mineral) from the aforesaid areas indicated on the plan annexed hereto on the following conditions. 1. quarry permit shall be valid for . . from the date issue

2. The quarry permit holders shall abide the conditions/provided in the Madhya Pradesh Minor Mineral Rules

1996. Signature Of the Competent Authority with seal of office. Shri . Copy to 1. Mining Officer/Assistant Mining Officer 01' the District

2. Janpad Panchayat/Gram Panchayat. Signature of the Competent Authority with seal of office. 23 1996 FORM XVII iSee Rule QUARRY PERMIT AGREEMENT 220(123) This indenture made this between the Zila/Janpad/Gram Panchayat .19. . day Of (hereinafter called the 'Lessor' which expression shall where the context so admits, include his successors in office . . (hereinafter called the 'lessee' which expression shall. where the and assignees) of the one part, and . context so admits, include his heirs executors, administrators. representatives and assignees) of the other part. Where as the lessee has been granted a quarry permit by the lessor on his application in the Gram Panchayat . . for the purpose of quarrying . . District . Tahsil _ . Village . . area of . . . (Name of the Mineral) in the land comprising of Khasra No. Tor . hectares and the lessee has deposited the application fees of Rs. 25/- (Rs. Twenty five) and as security Rs. . . .) for the due and faithful performance by the lessee of the covenants and conditions on the (Rs. . part of the lessee hereinafter contained. And whereas the Zila/Janpad/Gram Panchayat in respect of the lands so described and demised for a term of . . and subject to the covenants and conditions hereinafter contained now this indenture witness as follows The lessor hereby demises to the lessee all those lands being specifically described in the Schedule hereunder and delineated in the plan annexed hereunto and therein coloured . 2. there are included in the said demise and (or the purposes thereof following liberties : (i) Minerals hereinafter authorised to be got from the said lands by the lessee. (ii) Generally to do all things which shall be convenient or necessary getting the mineral and for removing and disposing thereof. (iii) The lessee hereby agrees to pay during the said term royalty as specified in Schedule-III. (iv) To bear, pay and discharge all existing and future rates, assessment what so ever imposed or charged upon the demised land or the produce thereof. (v) Not to assign, sublet or part with the possession of the demised land. (vi) That the lessee shall keep correct accounts, in such form as the Authority shall. from time to time, require and direct showing the quantities and other particulars of the said mineral obtained by the lessee from the said lands. (vii) If in the course of quarrying any mineral not specified in this agreement is discovered the lessee shall at once report such discovery to the Authority concerned and shall obtain orders or such competent Authority for working of the same. (viii) the lessor or their authorised officers shall be at liberty at all reasonable times to inspect and examine the works carried on by the lessee and may issue such orders and regulations as may be necessary as the result of such inspection to keep the lands in good order and condition or in the interest of public health and safety. (ix) The lessee shall not cut or injure any timber or trees. 220(124) 23 1996 caused to him or to his property by the lessee. The Authority shall be competent to assess and fix any compensation payable by the lessee on this account. (xi) The lessee shall erect and maintain at his own expense boundary pillars of substantial material along the boundary as delineated in the plan annexed hereto. (xii) That this lease may be terminated in respect of the whole or any part of the lands by a one month notice in writing on either side provided that the lessee has paid all outstanding dues before such notice is given by him. (xiii) That on such determination the lessee shall have no rights to compensation of any kind. (xiv) The lessee shall immediately report all accidents to the competent authority and the collector of the district. (xv) The lessee shall not transport any mineral without valid transit pass issued by the competent authority in form IX. He/she shall surrender all duplicate of used transit and unused transit on expiry of permit period

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

claiming under him. 4. The said demised land shall be held by the lessee for the term Of . years from the . day of . . 19 to the . In witness where of . . day of . . 19 . acting for and on behalf Of and by an Order and direction Of the said Zila/Janpad/Gram Panchayats and the said lessee have hereto set their hands the day and year mentioned above. SCHEDULE Name Of village Witness : Witness : S.No. Khasra NO. (2) 2

2. Area in hectares Boundaries (4) Signed & delivered by the above named, Lessor . Lesscc . . . FORM XVIII I Sec Rule 411 REGISTER OF QUARRY PERMITS 1. Name Of the permit holder and address. fiFTi-qi 23 1996 Mineral for which permit has been granted. 3. 4. 5. 6. 9. No. & date of order. Period. Village

7. Tahs,l 8.Khasra & area. Signature of the Officer IO. Remarks. FORM [See Ruic Scheme of Environmental Management 1. Name and Address of quarry lease holder

2. Particulars Of the area.(i) Date 01' execution of agreement. (ii) Period, (iii) Extent of area. (iv) Mineral. (v) Khasra Nos. (vi) Panchayat and tehsil Wii) District

3. Particulars or the machines to be used 4,plan of the arca showing nurntx:r of pits already made showing all areas within metres or the lease boundary with details thereof. Details of quarrying oluations to bc undertaken. Scheme for plantation Of trees. 6

7. Scheme for progressive cowlarnation and rehabilitation or the land disturbed

8. Scheme for prevention and control of air and water pollution.Any other matter which the lessee desires 10 state

9. Place : Date : FORM XX I.see Ruic Quarterly report of Environment To, The Collector. Pin 1. Name and Address Of lease holder

2. Particulars of lease.2201125) Signature Name in full

