

TRIPURA MINOR MINERAL CONCESSION RULE 2014

0. 390 TRIPURA Registered No.N. E

930. GAZETTE Published by Authority EXTRAORDINARY ISSUE Agartala, Monday, September 22, 2014 A.D., Bhadra 31, 1936 S. E. PART—I" Orders and Notification by the Government of Tripura

The High Court, Government Treasury etc GOVERNMENT OF TRIPURA FOREST DEPARTMENT Dated J 2/09/2074 CESSIONS ULE 2014 NOTIFICATION In exercise of power conferred by section '5 of the Mines and Minerals (Regulation and Development) Act, 1957 (Central 67 Of 1957) the Governor of Tripura is pleased to make the following rules regulating the grant of mining leases and other concessions in respect of minor minerals*. State of Tripura and purpose. connected therewith, hereby

CHAPTER-I 1. Short title, extent and commencement.• (1) These rules may be called the Tripura Minor Mineral Concessions Rules, 2014. (2) They shall come into force on the date of their publication in the official Gazette. (3) They shall extend to the whole of Tripura. In these rules unless the context otherwise requires — (a) 'Act' means the Mines and Minerals (Regulation and Development) Act, 1957 (No. 67 of 1957); (b) 'Form' means a form set appended to these rules; (c) 'Schedule' means a schedule appended to these rules; (d) 'Section' means a section of the Act; (e) 'minor mineral' means a minor mineral as defined in clause (f) of section 3 of the Act and in subsequent Central Government notifications; (f) 'Mining' means an activity to extract minor minerals by surface quarrying or by under-ground methods by scraping, digging, picking, boring or by any other means; Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. (g) 'Mining lease' means a lease granted to mine, quarry, bore, dig or search for the purpose of win, work and carry away any minor mineral specified therein; 'Mining permit' means a permit granted for extraction and removal of specified quantity of mineral from a specified area (i) 'Public works' means public roads, public buildings, irrigation canals, village paths, tanks, etc; (k) Railway and Railway Administration have the meanings respectively assigned to them in the Indian Railways Act, 1890 (Central Act 9 of 1890); (l) 'State Government' means the Government of Tripura. (m) 'District council' means the District Council of the concerned District. (n) 'Principal Chief Conservator of Forests' means the Principal Chief Conservator of Forests, Tripura. (o) 'Chief Conservator of Forests' means the Chief Conservator of Forests looking after extraction and marketing of forest produce. (p) 'District Forest Officer' means District Forest Officer of the concerned District, 'Sub-Divisional Forest Officer' means Sub-Divisional Forest Officer of concerned Divisional territorial forest division, (r) The 'Director' means Director, Department of Industries and Commerce, Govt. of Tripura, (s) The 'District Magistrate and Collector' means District Magistrate & Collector of the concerned District, (t) The 'Sub-Divisional Magistrate' means Sub-Divisional Magistrate or the concerned Civil Sub-Division 2 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. (u) 'Competent Authority' means the Principal Chief Conservator of Forests or the Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer or any other authority specified by the Principal Chief Conservator of Forests or by any Government Notification (v) Words and expressions used but not defined in these rules shall have the same meanings as are respectively assigned to them in the Mines and Minerals (Regulation and Development) Act, 1957.

CHAPTER-II GENERAL RESTRICTIONS ON UNDERTAKING MINING OPERATIONS

3. Prohibition of mining or quarrying operations without mining lease or mining permit (1) Notwithstanding anything contained in any Instrument, Act, Rule or regulation, no person shall undertake any mining or quarrying operations in any area except under and in accordance with the terms and conditions of a mining lease or mining permit, as the case may be granted in accordance with the provisions of these rules: Provided that nothing in this sub-rule shall affect any mining operations undertaken in any area in accordance with the terms and conditions of a lease/permit granted before the commencement of these rules, which is in force at the time of such commencement. (2) No mining lease or mining permit shall be granted in respect of minor minerals otherwise than in accordance with the provisions of these rules

4. Restrictions on the grant of mining lease or mining permit:- (1) **NO mining lease/permit shall be granted to a person who is not an Indian National except with the prior approval of the Government.** (2) No mining lease/permit shall be granted in respect of any land notified by the State Government as reserved for the use of the Government, local authorities or for any other public or for special purposes except with the prior approval of the State Government. 3 Tripura Gazette, Extraordinary

Issue, September 22, 2014 A. 1). 3) No mining lease/permit shall be granted in protected areas, reserved forest, proposed reserved forests, protected Forest, un-classed open forest or other recorded as forest land without prior clearance from the Central Govt. L. section 2 of Forest (Conservation) Act, 1980. 4) Mining leases for river bed sand mining in the specific river stretch shall be identified by Divisional Forest Officer of the concerned territorial forest division for granting lease /permit preferably stretch-wise/ cluster- wise. 5) Depth of the mining may be restricted upto 3 meters/ water level whichever is less. 6) For carrying out mining in proximity to any bridge, railway line, national highway, water lifting area for drinking water, eco-fragile zone, irrigation projects, monuments, markets, cremation grounds/religious places and / or embankment, appropriate safety zone shall be worked out on case to case basis taking into account the structural parameters, locational aspects, flow rate etc. No mining shall be carried out in the safety zone so worked out. 7) A clearance from local Gaon Sabha/Panchayet/ Municipality/local bodies is required as the case may be. CHAPTER-III GRANT OF MINING LEASES 5. Power to grant mining leases:- A mining lease shall be granted in respect of minor minerals by- The Principal Chief Conservator of Forests or Chief Conservator of Forests in respect of the minor minerals for industrial and specific uses as specified in SCHEDULE 'X' @ii) The Principal Chief Conservator of Forests or Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer in respect of the minor minerals for uses other than in industry as specified in SCHEDULE 'Y' 4 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D

6. APPLICATION FOR GRANT OF MINING LEASE (I) An application for grant of mining lease shall be made-to, the Principal Chief Conservator of Forests or Chief Conservator of Forests in respect of the minor minerals specified in Schedule 'X' and to the Principal Conservator of Forests or Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer in respect of minor minerals specified in Schedule Y in FORM - A for the grant or renewal of the mining lease/permit shall be in (2) Every application accompanied by (i) A fee of Rs.2000/- (Rupees 'two thousand only') (ii) A valid clearance certificate on payment of mining dues; such as royalty, dead rent, Surface rent, etc. payable under the Act or the rules made there under or under the Forest Act, 1927 and amendment made thereunder.. (iii) A valid land document from the SDM of concerned area, a No Objection Certificate for the or no objection certificates from Revenue Authority in case of land classified as Government land or other land (Other than forestland). Necessary clearance from SEIAA/SPCB of Tripura State Pollution Control Board (v) Approved mining plan from MMRD in case of mining of more than 5 ha. (vi) Undertaking for payment of restoration cost/plan after completion of lease period including scientific method of mine waste management. Provided that where a person has furnished an affidavit to the satisfaction of the Principal Chief Conservator of Forests, Chief Conservator of Forests or his authorized agent that he does not hold a mining lease/permit, it, will not be necessary for him to produce the said valid clearance certificate under 6 (2)(ii): Provided further that where any injunction has been issued by a Court of law or any other competent authority staying the recovery of any such mining dues, the non- payment thereof shall not be treated as disqualification for the purpose of granting or renewing, the said mining lease/permit: 5 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. Provided also that grant of Clearance certificate under clause-(ii) shall not discharge the holder of such certificate from the liability to pay the mining dues which may subsequently be found to be payable by him under the Act or the rules made there under. (vii) A deposit of five hundred rupees for meeting the preliminary expenses in connection with the grant of mining lease/permit. Z (viii) A certificate from Labour Department for engagement of labourers. (3) The Principal Chief Conservator of Forests or Chief Conservator of Forests or his authorized agents may, for reasons to be recorded in writing, relax the provisions of Clause (ii) of sub-rule (2)

- 7. Acknowledgement of application:-** 21) Where an application ,for the grant or renewal of a mining lease(permit is delivered personallyv)ts receipt shall be acknowledged forthwith.2) Where such application is received by registered post; its receipt shall be acknowledged within fifteen days of regeipt.
- 3) The receipt of every such application shall be acknowledged in



Form 8. Disposal of application for mining lease:- i) An application for the grant of a mining lease shall be disposed of within six months from the date of its receipt, after making such enquiries as the competent authority may deem fit. ii) If an application is not disposed of within the period specified in sub-rule (i), it shall be deemed to have been refused. Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D.

9. Renewal of Mining Lease 1) An application for the grant of a mining lease, shall be made to the Principal Chief Conservator of Forests or Chief Conservator of Forests in respect of the minor minerals specified in Schedule 'X' and to the Principal Chief Conservator of Forests or Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer in respect of the minor minerals specified in Schedule 'Y' in the fee of Rs. two thousand, six months before expiry of the lease period. 2) An application for renewal of mining lease shall be disposed of before the expiry of the lease period, after making such enquiries as the authority may deem fit. 3) If an application is not disposed of within the period specified in sub-rule (2), it shall be deemed to have been refused. 4) Refusal of application for grant or renewal of mining lease by the Principal Chief Conservator of Forests or Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer may, for reasons to be recorded in writing and communicated to the applicant, refuse to grant or renew a mining lease over the whole or a part of the area applied for.

11. Refund and forfeiture etc. 1) Where an application for the grant or renewal of a mining lease is refused or deemed to have been refused or the applicant refuses to accept then lease on account of any conditions imposed under sub-rule (5) of rule 6, the fee paid by the applicant under clause (I) of Sub-rule (2) of rule 6 shall be refunded to him. 2) Where the whole or any part of the amount deposited under clause (vii) of sub-rule (2) of rule 6 has not been spent for the purposes specified in rule 18, it shall be refunded to the applicant. 3) Notwithstanding anything contained in sub-rule (1), where an application for grant or renewal of mining lease is rejected on account of any lapse on the part of the applicant in supplying any material information required, the fee paid by the applicant shall be forfeited to the State Government. 4) Tripura Gazette, Extraordinary Issue; September 22, 2014 A. D. 5) The period of mining lease and renewal of mining lease shall be granted ordinarily be not more than two years but if the Principal Chief Conservator of Forests or Chief Conservator of Forests considers that after the expiry of the lease, it is necessary for proper development and exploitation of the mine and working on a large scale the mining lease for a period exceeding two years, the period of mining lease shall be granted on the basis of the prior approval of the State Government. 6) A mining lease may be renewed for periods each not exceeding the period for which the lease was originally granted. After the expiry of the period, a fresh application is to be submitted. In case of forest land, the guidelines issued by the Ministry of Environment and Forests, Govt. of India is to be followed. 7) Notwithstanding anything contained in sub-rule (2), if the Principal Chief Conservator of Forests or the Chief Conservator of Forests is of the opinion that in the interest of mineral development it is necessary so for reasons to be recorded in writing, renew a mining lease for a further period or periods not exceeding, in each case, the period for which the lease was originally granted.

13. Submission of mining plan When a mining lease is granted under these rules, the lessee shall submit a mining plan to the Principal Chief Conservator of Forests or the Chief Conservator of Forests and duly approved by him. The lease area so granted, prior to the execution of the lease deed under rule, 18. In case of mining lease exceeding 5.0 hectares the plan is to be approved by MMRD as per clause (V) of sub-rule 2 of Rule 6. (i) (ii) The plan of the area showing as accurately as possible the location, boundaries and area of the land in respect of which mining lease has been granted, natural water-courses, forest areas, assessment of impact of mining activity on forest, land surface and environment including air and water pollution. The plan area showing spot where excavation be done in the first year its extent and tentative estimate of mining in year wise for the subsequent years of lease. 8) Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. (iii) The plan shall show details of scheme for restoration of the areas by afforestation, land reclamation, use of pollution control devices and such measures as may be directed by the Principal Chief Conservator of Forests or the Chief Conservator of Forests from time to time. (v) Any other matter which the Principal Chief Conservator of Forests or the Chief Conservator of Forests may require applicant to provide in the mining plan.

14. Mining Operations to be in accordance with the mining plan. 1) Mining operation; under a lease, in accordance, with the mining plan so submitted and duly approved by the Principal Chief

15. Exemption from submission of ruining plan:- The provisions shall not apply in case of the grant or renewal of lease/permit in respect of minor minerals like ordinary sand, etc., extraction of which does not involve use of heavy machinery and is granted for a period not exceeding six months.

(7%) of the gross value of such minerals so extracted shall be paid to the Government as royalty.

O.D. No. 9116. Conditions of mining lease I. Every mining lessee shall be subject to the following conditions:-

(a) The lessee shall pay royalty on the minor mineral/minerals removed Consumed by him or by his agent, contractor, sub-lessee from the leased area at the rates notified by the State Government (till new rates are notified these rules, royalty rates notified by Forest Department will be applicable).

(b) The lessee shall submit quarterly 'Statement in Form "I" to the competent authority by the 15th July, 1st October, 1st January and 15th April for the preceding quarters, respectively.

(c) The lessee shall report to the Principal Chief Conservator of Forests or the Chief Conservator of Forests the discovery in the leased area of any minerals not specified in the leases within thirty days of such discovery.

(d) If any mineral in the leased area, the lessee shall not win and dispose off such mineral unless such mineral is included in the lease or a separate lease obtained therefor.

(e) The lessee shall pay, for every year except the first year of the lease, such yearly dead rent at the rates notified by the State Government (Second schedule) and if the lease permits working of the surface, the Government shall have the right to take possession of each mineral provided that the lessee shall be liable to pay the dead rent or royalty in respect of each mineral whichever be higher but not more than the rate fixed for the purpose of mining operation, Surface Rent at such rate less the land revenue, as may be specified by the State Government in the lease.

(g) The lessee shall not employ in connection with the mining operations, any person who is not an Indian national, except with the prior approval of the Central Government.

(h) Unless the Principal Chief Conservator of Forests or the Chief Conservator of Forests or his authorized agents for sufficient cause permits, otherwise the lessee shall commence mining operation within six months from the date of execution of the lease and shall thereafter conduct such operations in a proper, skilful and workmanlike manner and shall not work in such a manner as may prove dangerous to human life or flora or fauna.

10 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. Schedule Explanation: Purpose of this clause All mining include the erection of buildings, tracks for construction of a road in connection with the working of the mine; (i) The lessee shall at his own expense erect and at all times maintain and keep in good condition boundary marks and pillars, where necessary, to indicate the demarcation shown in the plan annexed to the lease (l) The lessee shall not carry on or allow to be carried on any operations at any point within a distance of fifty meters from any railway line except under and in accordance With the written permission of the railway administration concerned, hundred meters from any reservoir, canal or other public works, or buildings, meters from, bridges on and in accordance per local laws of the competent authority, (k) The lessee shall keep correct accounts showing the quantity and Other particulars of all minor minerals obtained and dispatched from the mine date-wise, the prices obtained (priced minerals at their current market price, number and nationality of persons employed therein, and shall officer authorized by the State Government in this behalf or by the competent authority to any time any account, plan and record maintained by him. (l) The lessee shall allow access to the leased area by the State Government or, the Principal Chief Conservator of Forests or District Officer or Divisional Officer to enter upon any building, excavation or land comprised in the lease for the purposes of inspecting the same. (m) The Principal Chief Conservator of Forests (or the Chief Conservator of Forests shall at all times regulate the land in respect, of which lease has been taken at market price prevailing at the time of pre-emption shall be paid to the lessee for all such minerals.

11 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. (n) The lessee shall submit an annual return on minerals raised, dispatched, sold, or used, manpower employed etc. in Form 'J' to the Principal Chief Conservator of Forests or the Chief Conservator Of Forests District Forest Officer! Official Divisional Forest Officer as the case may be by the 20th April for the preceding financial year. (o) The lessee shall without delay send to the Principal Chief Conservator of Forests or the Chief District Forest Officer Or Divisional Forest Officer and Labour Department a report of any accident involving the death or injury to any person which may occur in or around the quarry/mine and shall observe all rules in force regulating

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the working of quarries/mines. (2) The lessee shall strengthen and support, [to the satisfaction of the railway Administration Concerned Of the State Government; as the case may be, any part of the mine/quarry; which in its operation requires such strengthening and support for the safety of any railway, reservoirs, canal, road, bridge or any public works or buildings. (q) The lessee shall not pay a wage less than the minimum wage prescribed by the Central or State Government from time to time under the Minimum Wages Act, 1948 and ensure safety norms as envisaged in factories and Boilers Act (r) The lessee shall take measures for planting in the same area or any other area selected by the Forest Department at least twice the number of trees destroyed by reason of any mining operation or to the extent possible, the restoration of Flora and other vegetation destroyed by such operations. This is in addition to the compensatory afforestation may be stipulated by the Central Govt. while conveying approval of such mining under Section 2 of Forest (Conservation) Act 1980. (s) The lessee shall pay to the Owner of the surface of the land such Compensation as may become payable under these rules. 12 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. 11 2. When a mine is opened or closed or there is change of management, the lessee shall forthwith the actual period of closing or change, as the case may be, in writing to the Principal Chief Conservator of Forests or the Officer-in-Charge of Forests and other concerned Forest Officials. (ii) The District Officer in the mined area shall be notified. 3. The lessee or his agent or the manager of the mine/quarry shall immediately give a notice in Form K to (i) The Director General of Mines Safety, Dhanbad; (ii) The Dy. Director of Mine Safety, Digboi, Sub-division Whenever- (a) the depth of the quarry measured from its highest to its lowest point reaches six 10 metres; and/or. (b) the number of persons employed in the quarry on an day is more than fifty; and/or. (c) any explosives are used

4. A mining lease may contain such other conditions as the Competent authority may deem necessary in regard to the following, namely:- (a) the time limit, mode and place of payment of rents and royalty; (b) the compensation for damage to the land covered by the lease; (c) the felling of trees; (d) the restriction of surface operations in any area prohibited by any authority; (e) the notice by lessee for surface occupation; (f) the provision of proper weighing machines; (g) the facilities to be given by the lessee for working other minerals in the leased area or a adjacent area, (h) the entering and working in a reserved or protected forest or unclassed open Government Forests; (i) the securing of pits and shafts; 13 Tripura Gazette, Extraordinary Issue, September 22, 2014 A.D. (j) the indemnity to Government against claims of third party; (k) the maintenance of hygiene conditions in the mining areas; (l) the delivery of possession of lands and mines and the surrender, expiration or determination of the lease. (m) the forfeiture of property left after determination of lease; (n) the power to take possession of plant, machinery, premises and mines/quarry in the event of war or emergency. 5. The Principal Chief Conservator of Forests or the Chief Conservator of Forests if he is of the opinion that in the interest of mineral development it is necessary so to do, may in any case, with the previous approval of the State Government, impose such further conditions as he thinks fit

6. If the lessee does not allow entry for inspection under clause (k) of sub-rule State Government or the Principal Chief Conservator of Forests, the Chief Conservator of Forests shall give notice in writing to the lessee requiring him to show cause within such time as may be specified in the notice why the lease should not be determined and his security deposit forfeited; and if the lessee fails to show cause within the aforesaid time to the satisfaction of the State Government or the competent authority, the State Government or the competent authority as the case may determine the lease and forfeit the whole or part of the security deposit. 7 If the lessee makes any default in payment of royalty or; dead rent or surface rent under clause (a), or (c), or (f) of sub-rule 6, or commits a breach of any of the conditions other than those referred to in sub-rule (6), the competent authority shall give notice to the lessee requiring him to pay the royalty or remedy the breach, as the case may be, within thirty days from the date of the receipt of the notice and if the royalty or dead rent or surface rent is not paid or the breach is not remedied within such period the competent authority may, Without prejudice to any proceeding that may be taken against him, determine the lease and forfeit the whole part of the security deposit 14 Tripura Gazette, Extraordinary Issue, September 22, 2014 A

17. Lease to be executed within three months:- (I) Where on an application for the grant of mining leases an order has been made for the grant of such lease, and a mining plan duly approved by the Principal Chief Conservator of Forests or the Chief Conservator of Forests is submitted to the

competent in Form 'F' may require shall be executed within three months of the order or within such further period as the competent authority may allow in this behalf. 'If no such lease deed is executed within the said period due to any default on the part of the applicant, the Principal Chief Conservator of Forests, or the Chief Conservator of Forests or their authorized Officer may revoke the order granting the lease and in that event, the application fee shall be forfeited to the State Government. (2) The date of the commencement of the period which a mining lease is granted shall be the date on which the deed is under rule (1) (3) In case of forest land the date of commencement of the period for which a mining lease is granted shall be the date on which the Forest (1980) Act is notified. 18. Security deposit :- An applicant for a mining lease shall, before the deed referred to in rule 17 is executed, deposit as security for the due observance of the lease, a sum of rupees twenty thousand pply 19. Survey of the area leased:- When mining lease is granted by the Principal Chief Conservator of Forests or the Chief Conservator of Forests or District Forest Officer, arrangements shall be made by the competent authority at the expense of the lessee for the Survey and demarcation of the area granted. unless the lessee; as and when it is deemed necessary 4. 15 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D

20. Rights of lessee Subject to other conditions mentioned in rule 14; the lessee in accordance with the lease deed - 17 in respect of the land leased to him shall have the right for the purpose of mining/quarrying operations on that land to mine/quarry, to erect plant and machinery to construct buildings and road, to use land for stocking purpose; to use water; to carry away; sell or dispose of the minor mineral/minerals specified in the lease deed, In case of reserved forest, protected forest, unclassified open government forest or any other land recorded as forest land, no construction activity will be allowed whether temporary or permanent in nature without approval of Government

21. Maximum area for which mining lease may be granted:- No person shall acquire in the State in respect of any minor mineral one or more mining leases covering a total area of more than 100 Hectares. Provided that if the Government is of the opinion that in the interest of mineral development it is necessary so to do, it may for reasons to be recorded, permit any person to acquire one or more mining leases covering an area in excess of the aforesaid maximum area. 22. Boundaries below the surface:- The boundaries of the area covered by a mining lease shall run vertically downwards below the surface of the centre of the earth

23. Lapsing of leases Subject to other conditions of these rules where mining operations are not commenced within a period of six months from date of the lease, the lease shall be discontinued for a continuous period of six months after commencement of such operations, the Principal Chief Conservator of Forest or the Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer shall by an order declare the mining lease as lapsed and communicate the declaration to the lessee. 16 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D

2. Where a lessee is unable to commence the mining operations within a period of six months from the date of execution of the lease deed, the lessee may submit an application to the competent authority explaining the reasons for the same, at least two months before the expiry of such period, 3 Every application under sub-rule (2) shall be accompanied by a fee of one hundred rupees

4. The competent authority may, on receipt of an application made under sub-rule (2) and on being satisfied about the adequacy and genuineness of the reasons for the non commencement of mining operations, may, if it is satisfied, 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 sub-rule (2) does not pass an order, the expiry of the lease would have otherwise been extended until the order is passed by the competent authority until a period of six months. If a. i. EXPLANATION: 'Where the non-commencement of the mining operations within a period of six months from the date of execution of the lease deed is due to any of the following reasons: (a) getting the possession of the leased area; or (b) getting the possession of the leased area; or (c) supply or installation of machinery; or (d) getting financial assistance from banks, or any financial institutions; and the lessee is furnished with documentary evidence in support of his application, the competent authority may consider whether there

are sufficient reasons and / or beyond control of lessee for the non- commencement of operations. Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D

24. Registration of Mining Lease:- A mining lease granted Under these rules shall be registered in accordance with (be Indian Registration Act; '1908 •at expense of the lessee within -one month from the date of lease deed i' e executed Under sub-rule (1) of rule 17.'

25. Right to determine lease: (1) The competent authority may at any time determine a lease for reasons to be recorded in writing in the event of contravention on the part of the lessee in the compliance of any of the rules or the Act. (2) The lessee may also on his part determine the lease granted to him at any time giving not less than six months notice in writing to the competent authority after paying all outstanding dues to the State Government

26. Royalties in respect of leases granted earlier:- (1) The holder of a mining lease granted before the commencement of these rules shall, notwithstanding anything contained in the instrument of lease or in any clause in force at such commencement, pay royalty in respect of any minor mineral removed or consumed by him or by his agent, contractors or sub-lessee from the leased area after such commencement at rates for the time being notified by the State Government in respect of that minor mineral.

(2) The holder of a mining lease granted on or after the commencement of these rules shall pay royalty in respect of any minor mineral removed or consumed by him, or by his agent, contractor or sub lessee from the leased area at the rate for the time being notified by the government in respect of that mineral. Sri m 18 Tripura Gazette, Extraordinary issue, September 22, 2014 T D. 33 The State' official gazette, may name the 'rate of royalty payable in respect of any minor mineral with effect from such date as may be specified in the notification: CHAPTER-IV TRANSFER OF. MINING LEASE . of 27. Transfer of mining lease (1) The holder of a mining lease (a) assign, or in any other manner transfer the mining lease, or any right, title or interest therein, or (b) enter into or make any arrangement, contract, or understanding whereby the lessee will or may be directly or indirectly financed to a substantial extent by or under which the lessee's operations or undertakings will or may be controlled by any person or body of persons other than the lessee; Provided that the Principal Chief Conservator of Forests shall not give his written consent unless- (iii) (i) The lessee has furnished an affidavit along with this application for transfer of the mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee ; (ii) The transfer of the mining lease is to be made to a person or body of persons directly undertaking the mining operation; The transferor and transferee produce valid clearance certificate of payment of mining dues such as. royalty, dead rents, surface rent, cess etc. 19 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D (2) The lessee may subject to conditions of sub-rule (1) and with the previous sanction of the Principal Chief Conservator of his lease or any right title or a leasehold interest in the land on payment of a fee of five hundred rupees to the State Government

28. Transferee lease to be executed within three months : Whereon an application for transfer of a lease under' rule 7, the 'Principal Chief Conservator of Forests has given consent for transfer of lease, a transfer lease deed in Form 'G' shall be executed within three months of the date of consent, or within such further period as the authority may allow in this behalf) 20 Tripura Gazette, Extraordinary Issue, September 22, 2014 A.D. CHAPTER- V '4 Wi 29. Grant of Mining Permits:- (1) The competent authority may grant a mining permit in Form 'V to any person to extract and remove from specified land any minor mineral not exceeding three thousand cubic meters in quantity under any permit, on payment of royalty at the rates notified by government. Before granting such permit, the competent authority shall satisfy himself that, the requirement of the permit is genuine and that it does not obviate the necessity of obtaining a mining lease in the area in respect of which the permit for extraction of mineral has been applied for if applied so. (2) The competent authority may refer the issue of such permits for reasons to be recorded by him in writing. 3 Application for Mining Permits:- (1) An application for mining permit shall be made in



Form 1M' and shall be accompanied by (a) A fee of Rupees two thousand Only; (b) A valid up-to-date Clearance certificate of mining dues; (c) A written consent letter from the owner/occupant of such land to the effect that he has no objection to the extraction of the minerals (3) Every application for the extension of the period of the permit shall be accompanied by a fee of Rupees one thousand. Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. (4) The area applied for grant of mining permit shall be in a compact block/ linear stretch covering less than five hectares. (5) Necessary clearance from SEIAA/ SLEAC of Tripura State Pollution Control Board. (6) In order to maintain the ecological sustainability of river beds and the flow in a particular river during rainy season, and to prevent damage to the adjoining agricultural field land during rainy season due to heavy rain, the Divisional Forest Officers may specifically grant permit to valid FTL holder to remove the sand / silt from the river beds in the earmarked portion of, there by as a temporary measure, where no permit for mining / sand in that particular portion has been sanctioned. 3L Disposal of application for mining permits. (1) An application for the grant of mining permit shall be disposed of by the competent authority within sixty days from the date of its receipt in complete shape. (2) If any application is not disposed of within the time specified in sub-rule (1), it shall be deemed to have been rejected and the reason has to be communicated

32. Condition on which the mining permit shall be granted (1) Every mining permit granted under rule 30, shall contain a Condition that depth of the pit below the surface shall not ordinarily exceed three meters and for digging pits beyond three meters, the permit holder shall obtain the permission of the competent authority. (2) Any mining permit granted under rule 30 may contain such other conditions as the competent authority may deem necessary in regard to the following matters, namely:- 22 Tripura Gazette, Extraordinary 22, 2014 A. D. rents and royalties; (a) time limit, mode and place (b) compensation for damage to the land covered by the permit; (c) felling of trees in consultation with Divisional Forest Officer in case of forest areas; (d) restriction in any area prohibited by any authority, (e) reporting of accidents; (f) indemnity to Government against claims of third parties; (g) period within which the minor mineral shall be extracted and removed and delivery of possession over 'land' on expiry of such period or on the removal of the quantity of the minor mineral for which the permit is valid' e. u j ooi} ööiiqqii iii (h) forfeiture of property left after cancellation of the permit; (i) disposal of mineral in stock at site after expiry of the permit. (J) the use of machineries will be specifically defined in the permit depending on the site condition and environmental issues. (3) In case of breach of any of the conditions subject to which the permit is granted, the competent authority may cancel the permit issued by him. On cancellation of the permit; the quarried mineral lying on the land from which they are extracted shall become the absolute property of the Government and may be sold by public auction. Siu-t-d'j*. by the competent authority. (4) The competent authority after such enquiry and necessary; shall assess amount of royalty and penalty for the excess quantity at the end of prescribed period 23 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. CHAPTER-VI REVISION 33. Application for revision (1) Any person aggrieved by an order made by the competent authority in exercise of the powers conferred on him by the Act or these rules may, within two months, of the date of communication of the order to him, apply to the State Government in duplicate in Form 'N' for revision of the order. The application should be accompanied by a treasury receipt showing that a fee of Rupees one hundred has been paid into the Government Treasury. (2) In every application under sub-rule (1) against the order of refusing to grant a mining lease, any person to whom a mining lease was granted in respect of the same area or for a part thereof, shall be impleaded as a party. (3) Along with the application under sub-rule the applicant shall submit as many copies thereof as there are parties impleaded under sub-rule (2). (4) On receipt of the application and the copies thereof the State Government shall send a copy of the application to each of the parties impleaded under sub-rule (2) specifying a date on or before which he may make his representations, if any, against the revision application filed under sub-rule (1)

34. Orders on revision application:- On receipt of an application for revision under rule 33, the State Government may confirm, modify or set aside the order or pass such other order in relation thereto/ as it may deem just and proper. Any order passed by the State Government under revision petition shall be final and binding on the parties. 24 Tripura Gazette, Extraordinary issue, September 22, 2014 A. D

35. Opportunity for being heard No order under rule 41 shall be passed against a person interested unless he has been given an opportunity to represent his case and being heard

36. Notwithstanding anything contained in rule 135' the State Government may stay the execution of the order against which an appeal is pending in respect of disposal of the application. 40 01 'IO 01 25 CHAPTER-VII MISCELLANEOUS 37. Power to rectify apparent mistakes :- The Principal Chief Conservator of Forests or the Chief Conservator of Forests or Forest Officer or Divisional Forest Officer may at any time within six months from the date of the Order passed by him in exercise of the powers conferred on him by these rules, on his own motion rectify any mistakes or error detected in the order passed by him. Also, Within the like period, he shall rectify any mistake or error, which has been brought to his notice by an applicant or grant of a mining lease/ permit: Provided that no Order prejudicial to any person shall be passed unless he has been given a reasonable opportunity for stating his case and being heard

38. Pending application for mining permit:- Applications for the grant or renewal of the mining leases/permits pending at the commencement of these rules shall be disposed of, in accordance with the provisions of these rules

39. Revision suo-moto:- The Principal Chief Conservator of Forests or the Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer may either suo-moto at any time or on an application made within sixty days, call for and examine the records relating to any order passed or proceedings taken by the competent authority under these rules for the purpose of satisfying himself as to the legality or propriety of such order or as to the regularity of such proceedings and pass order in reference thereto as he deems fit. 26 ka Gazette, Extraordinary Issue, September 22, 2014 A. D.

40. Relaxation of Rules in special case . In any case regarding grant of a mining lease/permit in which, the State Government is of the opinion that public interest so requires, it may relax the provisions of these rules. 10 41. Challans, register, etc. (1) Every lessee or permit holder who intends to discharge minor minerals shall issue a challan in Form to the carrier or vehicle to produce the same on demand by the competent authority or any other officer authorized by him. (2) Every lessee or permit holder shall maintain a register in which day to day transaction shall be entered and shall be subject to inspection by the Principal Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer or authorized Officer true and correct return for minor minerals in Form by the fifteenth day of the following month to which it relates. (4) Every lessee or permit holder shall give all reasonable facilities to the competent authority or any other officer authorized by him in this behalf to inspect, verify and take possession of the accounts, returns and other evidence produced by the lessee or permit holder or any other person who has removed minor minerals are in the opinion of the officer authorized under rule 41 is incorrect, incomplete or unreliable, either wholly or partly, the officer concerned shall report to the Principal Chief Conservator of Forests or the Chief Conservator of Forests or Divisional Forest Officer or authorized Officer who shall proceed to the best of his judgment to determine the amount payable due from the assessee and the decision of the Principal Chief Conservator of Forests or the Chief Conservator of Forests, as the case may be, shall be final, and no appeal shall lie therefrom. (5) If the accounts, returns and other evidence produced by the lessee or permit holder or any other person who has removed minor minerals are in the opinion of the officer authorized under rule 41 is incorrect, incomplete or unreliable, either wholly or partly, the officer concerned shall report to the Principal Chief Conservator of Forests or the Chief Conservator of Forests or Divisional Forest Officer or authorized Officer who shall proceed to the best of his judgment to determine the amount payable due from the assessee and the decision of the Principal Chief Conservator of Forests or the Chief Conservator of Forests, as the case may be, shall be final, and no appeal shall lie therefrom. 42e Penalty for failure to furnish documents: Any lessee or permit holder or his assignee or assignee fail to furnish the documents required to be maintained under these rules or refuse entry for inspection by the Principal Chief Conservator of Forests or the Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer or District Magistrate, authorized by the Government, he/she shall be liable under the criminal laws to be punishable with simple imprisonment for a term which may extend to three months or with fine which may extend to five thousand rupees or both

43. Penalty for filing wrong returns or maintaining incorrect accounts or for failure to issue challans:- (1) If any lessee or permit holder files wrong returns or maintain incorrect accounts or fails to issue challans, he shall be liable to penalty of a sum of Rupees three thousand and also be liable to have his mining lease terminated or mining permit cancelled, provided that before final order is passed by the competent authority, he shall be given a reasonable opportunity of showing cause against the same. 28 l. Tripura Gazette, Extraordinary, Issued, A. D. (2) If any lessee or permit holder

fails to file the return as specified the period, he shall pay penalty twenty for every day after expiry of the prescribed date if the lessee or permit holder fails to furnish the required return. (3) The Lessee of permit holder or his transferee or assignee failed to furnish the return required to be maintained under this rule or refusal of entry of authorized officer, he/she shall be liable under civil/ criminal laws to be punishable of simple imprisonment for term which may extend to three months or with fine which may extend to, rupees or both 44. Penalty (1) If an owner of any Carrier while carrying minor minerals fails to furnish the challan in Form 'O' or refuses inspection of such challan by the competent authority or any other officer authorized by criminal laws punishable with imprisonment or fine or both. (2) Whoever removes minor minerals without valid lease/permit or on whose behalf removal is made otherwise than in accordance with these Rules, he is deemed to be a party to the illegal penalty specified for the removal of minor minerals, which may extend up to four times the rate of royalty notified for the minor mineral without prejudice to other action being taken against him under these rules or under Indian Forest Act 1927 or any other law for the time being in force. 29 '1 Tripura Gazette Extraordinary Issue; September 22, 2014 A. D

45. Compounding Of Offence: The competent Forest Officer/ with approval of the Divisional Forest Officer may compound a case in which any person has committed an offence under these rules. 46. Exemptions: Notwithstanding anything contained in these rules no rent, royalty or fee shall be charged for (i) Extraction of minor minerals from lands in respect of which no mining lease has been granted, when such extraction are not done for the purpose of sale; but are required for bonafide personal requirement of the inhabitants of the area. (ii) Extraction of ordinary clay by artisans for making earthen pots, earthen images, etc. on a cottage industry basis: provided that the exemption shall be subject to immunity from any action which might otherwise be taken under the provisions of any law for the time being in force or under the State or Central Government for unauthorized removal of minor minerals from any Government land by private persons, without the permission of the competent authority or the State Government or any officer authorized by it in this behalf. 41. Restriction on use of minor mineral deposit: (1) No minor mineral deposit of a particular area shall be used for non-industrial purposes when the same is used for better exploitation in industrial decorative or architectural purposes. 30 Tripura Gazette, Extraordinary Issue September 22, 2014 D. (2) To exploit any minor mineral deposit of a particular area, the Principal Chief Conservator of Forests or the Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer or any other officer authorized by him shall consult the Director of Industries and Commerce Department, Govt. of Tripura, regarding suitability for use of that particular minor mineral deposit prior to its exploitation. (3) For the purpose of specifying the uses of minor mineral deposit of a particular area, the Director of Industries & Commerce Department shall be the competent authority to examine and prescribe the uses of that particular minor mineral deposit according to its suitability and his decision. In this regard shall be final. 48. Repeal and saving (1) All Rules or executive instructions on the subject in force within the State including the rules for quarrying or the collection of minor minerals from forest or non-forest areas contained in any Forest Rules or Tripura, immediately before the commencement of these rules are hereby repealed. (2) Notwithstanding such repeal, any action taken under the Rules or instructions so repealed shall be deemed to have been taken under the corresponding provision of these Rules. Sd/- (Dr v. K. Bahuguna) Principal Secretary Govt. of Tripura 31 Tripura SCHEDULE LIST OF MINOR MINERALS (As amended 55 and further declared from time to time under the Act.) 1. Building stones 2. Gravel 3. Ordinary clay 4. Ordinary sand other than sand used for prescribed purposes. Mineral Concession Rules, 1960; Rule 20;- Sand not to be treated as minor mineral when used for certain purposes. Sand shall not be treated as minor mineral when used for any of the following purposes: (i) Purposes of refractory and manufacture of ceramic; (ii) Metallurgical purposes; (iii) Optical purposes; (iv) Purposes of stowing in coal mines; (v) For manufacture of silicate cement; (vi) For manufacture of Sodium silicate; (vii) For manufacture of pottery and glass; 32 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D

5. Boulder; **6. Shingle;** **7. Chalcedony or impure quartz, pebble'** used filling for bore wells or for decorative purposes in buildings; **8**

9. Kankar 10. Limestone 11. Murram 12. Brick-earth; 13. Fuller's earth; 14. Bentonite; 15. Road metal; 17. Slate 18. Shale When used* in kilns for manufacture of lime used as building materials When used for building material 19. Marble 20. Stones used of building of for making road metaq
 21. Household utensils, and 22. Salt- Peter. but: Tripura Gazette, Extraordinary issue, September 22, 2014 A. D. SCHEDULE-'X' Minor minerals for industrial and specific (I) Building stone including granite:- (2) Marble (3) Fuller's earth (4) Bentonite (5) Lime Shell] (6) Kankar (7) Limestone of any grade (8) Brick earth I (9) Quartzite and sand stone] (10) Ordinary clay] (11) Shale When mined for the purpose of manufacture of polished tiles, slabs and other decorative and architectural purposes. OR When mined in large scale for export of the stone • in the form of cubes, slabs, boulder or gravel and for construction of dams, dykes, bridges When used in kilns for manufacturing of lime used as building materials. When used in mechanized brick plants. When used in cement manufacturing or in any other manufacturing industry. 'When' used in cement manufacturing • industry other than cottage industry. any 34 Tripura Gazette, Extraordinary Issue September 22, SCHEDULE-'Y'; Rule 5(ii). Minor minerals for uses other than in Industry:- 2014 A. D (1) Gravel (2) Ordinary clay (3) Ordinary sand When used in construction of roads and buildings other than mined in large scale for export -and for export and for construction of dams dykes, bridges etc. Other than used in cement manufacturing or in any industry except cottage industry. Other than sand used for prescribed purposes. Mineral Concession Rule 1960:- Rule 70:- sand not to be treated as minor mineral when used for certain purposes and shall not be treated as mineral when used for any of the following purposes:- Purposes:- (ii) (iii) (iv) (v) (vi) (vii) Purpose of refractory and manufacture of ceramic Optical purpose. Metallurgical purpose Purposes or stowing in coal mines For manufacture of silicate cement For manufacture of sodium silicate For manufacture of pottery and glass (4) Boulder When used in construction of roads and buildings other than mined in large scale for export and for • construction of dams, dykes and bridges etc. 35 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. (5) Shingle (6) Chalcedony or impure quartz pebbles' Where used for ball mill purposes or filling rot bore well or for decorative purposes in buildings (7) Murram (8) Brick earth (9) Road metal 10. Reh matti (11) Slate and shale When used as building than used In cement or cottage industry. materials • and other - industry other except When used for making household utensils. (12) Stones (13) Quartzite and sandstone When use or purposes of building or for making road metal and household utensils other than used in cement manufacturing or in any manufacturing industry. (14) Salt petre 36 Tripura Gazette, Extraordinary Issue, September 22, THE FIRST SCHEDULE 2014 A. D I 2 3 4 5 6 7 8 9 IO Form A Z Application for mining lease Application for renewal of mining lease Receipt of application for mining lease or renewals Register of application for mining lease Register of mining lease Mining lease deed Transfer lease deed Monthly return of minor minerals raised Quarterly royalty statement Annual return on minor minerals raised dispatched, royalty paid manpower employed etc. Form B

Form C Form D Form E Form G Form H Form I Form J 37 11 12 13 14 15 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D Notice Of opening, closing or change Form of Mining permit for minor minerals Form K Form L Form Of application for mining permit .Form M Application for revision Form of Challans for Transport of minor minerals Form N Form O boob Tripura Gazette, Extraordinary Issue, September 22? 2014 A; D. SECOND SCHEDULE (see See EAD RE Rate Of dead rent per hectare per annum Period of ie quarry lease First year of the lease 2. Second year onwards Rs. 20,000/- (Dr V. K. Bahuguna) Principal Secretary Department of Forests Government of Tripura. 39 Received at at on . Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. FORM -A APPLICATION FOR MINING LEASE [Sub-Rule (1) of Rule (6)] (To be submitted in duplicate) (Place) (Hour) (Date) Initial of Receiving Officer To I/We request that a mining lease under the - I) Tripura Minor Mineral Concession Rules, 2014 may be granted to me/tts. 2) . A sum of Rs.2000/- and Rs.500/- being the fees in respect of this application and preliminary expenses respectively payable under sub-rule (2) of Rule 6 of the said rule have been deposited in the Government Treasury (Vide Challans of No dated Treasury.... 3) i. The required particulars are given below Name of the applicant with complete address (phone numbers email id) 40 iii. Tripura Gazette; Extraordinary Issue; September 22, 2014 A. D. Is the applicant a private individual/Private Company/Public company Public Sector undertaking /Co-operative pr O»ociation/Joint Sector Undertaking or any other. In case the applicant is a) An individual, his nationality, qualification and permanent residency. b) A private company its place of registration and a copy of certificate of incorporation and the nationality of the member/Board of Directors of the Company. c); 'A public company, its place of incorporation and copy: of certificate of incorporation and the nationality of its P!lptoys d) A firm or association, the nationality of all the partners of the firm or members of the association: e) A co-operative society, the nationality of its its place of registration and a copy of the certificate of registration ivy Profession or nature of business of the applicant. 4) Particulars of documents appended: i. ii. iii. Mining dues clearance certificate; OR Affidavit in lieu of mining dues clearance certificate subject to the production of mining dues clearance certificate within ninety days of making application: Affidavit when not holding any mining lease. 41 5) 6) 7) 8) District Tripura. Gazette; Extraordinary Issue, September 22, 20 Mineral/Minerals which the applicant intends to mine Period for Which mining lease is required Extent of the area for which mining lease is required Details of the area in respect of which mining lease is required. Mouza Village Plot Nonag Areas Ownership/occupancy 9) In case the area applied for lease is under the following particulars are given: ii. iii. Forest Division, Range and Beat. Legal status of the forest whether RF/PRF/PF/UGF. Whether it forms part of a National park Ok wild life sanctuary Type and extent of Vegetation in the area. IO) A sketch plan should be submitted In scale ii. the area applied for lease together with boundary, if any, of any other existing/mining lease in case the area applied for has any common point or line with the boundaries of existing quarry lease; the dimensions of the lines forming the boundary of area and the bearing and distance of all corner points from any important, prominent and fixed point or points ; 42 iii. Tripura Gazette, Extraordinary Issue, September 22, 2014 A, D all important surface and natural features (namely roads, railway, wells, religious place, public place; cremation ground Government establishments; streams, etc.); 11) 12) 13) 14) Particulars of the areas mineral-wise in each district the applicant or any person joint in interest with him. i. already holds under quarry lease; ii. has already applied for but not granted; iii. being applied for simultaneously; Manner in which the mineral raised is to be utilized; i. if for captive use, the location of plant and industry; ii. if for sale, whether the mineral will be supplied in raw form or after processing (i.e. crushing/grinding/beneficiation/calcing) Financial resources of the applicant Any other particulars which the applicant wishes to furnish; I/ We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details including accurate plans and security deposit as may be required by 43 you. Place: Date: Note: 2. Tripura Gazette, Extraordinary Issue, September 22; 2014 A. D Yours faithfully, Signature of the Applicant If the application is signed by an authorized agent of the applicant, then the power of Attorney should be attached. The application should relate to one compact area/ linear stretch only. 44 Received at at. FORM B .97 APPLICATION FOR RENEWAL OF MINING LEASE 9! Rule C. o: cv (to be submitted in duplicate) (Place) (Hours) dated, the (Date) 20 at .9 To Initial of Receiving Officer .17 Sir, I/ We request for renewal of my/our mining lease under the Tripura Minor Mineral Concession Rules 2019 2. sum of Rs. 2000/- being the application fee payable under sub-rule (2) of rule 6 of the said rules has been deposited in the Government treasury (vide Challans No dated Of treasury Jud 3. The required particulars

are given below Name of the applicant with complete address (phone number; email id): ii. Is the applicant a private, individual/firm/Company/Public Company/Co-operative Society/Firm or Association/Public Sector Undertaking/Joint Sector Undertaking or any other; 45 iii. iv. v. vi. vii. Viti. ix. Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. Profession or nature of business of applicant; Reference of the valid clearance certificate of payment of mining dues (copy enclosed); Particulars of the mining lease granted earlier; (a) Particulars of the mining lease of which renewal is desired; (b) Details of previous renewal granted, if any; Period for which renewal of quarry lease is required; (a) The area applied for renewal; (b) Description of the area applied for renewal; (c) Particulars of map of the lease hold with area applied for renewal clearly marked on it (attached) (d) Does the area applied for lease fall in Govt. land; (e)) If not, 'No Objection Certificate' for undertaking mining operations has to be obtained from the owner/occupier/District Council in writing and be filed; Particulars of the areas mineral-wise In each district the applicant or any person joint interest with him; (a) already holds under mining lease; (b) has already applied for But not granted; (c) being applied for simultaneously; Manner in which the minerals to be (a) " if for captive use, the location of plant and industry: 46 Tripura Gazette. Extraordinary Issue. September 22, 2014 A. D. (h) if for sale. whether mineral will be supplied in raw form or after processing (i.e. crushing/grinding/beneficiation/calcining Details of output during the lease period held: mining plan to the scale to be attached with the application. "The plan should incorporate the following (for more than 5 ha approved from MMRI)) : ii. iii. plan of the area applied for showing location. boundaries. natural water resources: assessment of impact of mining activity on forest land surface and environment including air and water pollution, the spot or spots where the excavation is to be done in the first year and its extent: a tentative scheme of mining year-wise for the subsequent years the lease period: Method of mining. i.e. the extent of manual mining and/or extent of mining by use of machinery and mechanical devices: The details scheme for restoration of the areas after reclamation. use of pollution control devices: An undertaking to pay payment or contribution cost on competition of mining. 47 3 (ii) Printed by the Manager. Government of India Press. Ring Road. Mayapuri. New Delhi-110064 and Published by the Controller of Publications. Delhi-110054. Tripura Gazette. Extraordinary Issue. September 22, 2014 A. D. 1). All other particulars which the applicant wishes to furnish. i/ We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details including accurate plans and security deposit as may be required Yours faithfully. Signature of applicant Note: - If the application is signed an authorized agent of the applicant. Then (he or she) attorney should be attached. Tripura Gazette. Extraordinary Issue. September 22 2014 A. D. FORM REC-5 OF APPLICATION FOR MINING LEASE OR RENEWALS (3) of Rule GOVERNMENT OF TRIPURA Dated 20 Received the application with the following enclosures 1. Quarry lease of Shri: Sanjay (hour) on . . . hectares or land located in Village/Block/Forest Range... , ...Mouza....., mining the minor mineral/minerals. Enclosures: Signature and Designation Receiving Officer Date : 49 FORM -D REGISTER OF APPLICATION FOR MINING LEASE OR RENEWALS and date on Name of the Particulars of the minor which Estimated area application was applicant with Mineral/minerals which of the land received by the complete I No I I application for lease 2 Receiving Officer 3 the applicant desires to applied for lease address mine 6 Situation and boundaries of the land applied for 7 Name of Village, Mouza (or forest range) 8 Plot Nos Application fee paid and Final disposal of the & Dag Preliminary application together with Remarks Nos 9 number and order deposited, 11 Signature of the Officer 13 FORM - E REGISTER OF MINING LEASES Name of the lessee with complete Date of application Date on Which application was received by the receiving officer No, & Date of grant Of lease with Mineral for which lease has been 'Period for Which lease has been Date of execution of lease deed Total area for which lease has been granted Situation of the land i.e. district Mouza village forest range where applicable etc 10 Mineral/minerals Dag No. added to the lease with area and period 11 Renewal 13 Date of change together with details of change that take place in name and other particulars of the holder of mining lease 14 Date Of assignment 'Or transfer of lease' if any, and the name and address of the assignee/transferee 15 Date of expiry or 'relinquishment or cancellation' 16 Remarks 11 with date 12 Signature of the officer .18 Tripura Gazette, Extraordinary Issue; September 22, 2014 A. D. FORM - F MODEL FORM OF MINING LEASE THIS INDENTURE made this day OT. .20 between the Government of Tripura (hereinafter referred to as the "Lessor" which expression shall where the context so admits be deemed to include the successors and assigns) of the one part and Where the lessee is an individual When the lessees are more than one

individual When the lessee is a registered firm (Name of; person with address —and occupation) (hereinafter referred to as the 'W)eSsee' which expression shall where the context so admits be deemed to include his heirs, executors administrators. representatives and their permitted assigns). (Name of persons with address and occupation) and .(Name of person with address and occupation) (hereinafter referred to as the "lessees" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives •and their permitted assigns) .(Name and address of partner), son of of of . . son of of l.all carrying an business in partnership under the firm name and style of .(Name of the firm) registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at in the town of (hereinafter referred to as the "Lessee" which expression shall where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives, and permitted assigns) 52 When the lessee is a registered co. IjrjE TripuraGazette, Extraordinary Issue, September 22, 2014 A. D. (Name of company), a company registered under(Act under which incorporated) and having its registered office at(address) (hereinafter referred to as the lessee which expression shall where the context so admits be deemed to include its successors and pennitted assigns)On the other part, WHEREAS THE lessee/lessees has/have applied to the State Government in accordance with the Tripura Minor Mineral Concession Rules, 2014 (hereinafter referred to as the said quarry lease for in respect of lands described in part I of the Schedule hereunder written and has/have deposited with the State Government the sum of Rs. as security and of Rs. for meeting the preliminary expenses for a lease. WITNESSETH that in consideration of the rents and royalties, covenants and agreements by and in these presents and the schedule whereunder written reserved and contained and on the part Of the lessee/lessees to be paid, observed and performed the State Governmentthereby grants and demises into lessee/lessees. 53 Tripura Gazette, Extraordinary Issue, September 22, 2014 'A. D.

PART-I The Area of this lease Lotātiōti and āi•eā of the lease: Ali 'that tract sitffātedāt or areas) in (Mēāzaj, in the Registration bistriceof sub-district and containing an ākeā of bearing ēādastraj Survey NOS there 'Thana ābūt delineated On' the plan heretio annexed Āiāā thereon c010red and bounded as follows:-

On the North by On the South by On the East by And ' -so: hereinafter referred to as the said lands 54 Tripura Gazette; Extraordinary Issue; September 22, 2014 A. D 11 Liberties, powers and privileges to be exercised and enjoyed by the lessee/lessees subject to the restrictions and conditions in Part-III and power at all times during the terms hereby demised to enter To enter upon land & search for win, work etc, To sink, drive and make pits shafts, and inclines etc. To bying to use machinery, equipments etc. upon the said lands and To search for mine, bore, dig, drill Or win, work, dress, process, convert, carry away, and dispose of the said mineral/minerals!si 2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive maintain and use yn the said lands any pits, shafts inclines, drifts, levels, waterways, airways and other works (and to use maintain, deepen, or extend an existing works of the like nature in the said lands.) or in connection WithAny of the purposes mentioned in this part to erect!/? construct, maintain and use on or under the said lands and engines (machinery, plant, pressing floors, furnaces, coke ovens, brick kilns, workshops, store houses, bungalows, godowns, sheds and Other buildings and other! and conveniences of the like nature op,pr under said lands. 55 To make roads and ways etc. and use existing roads and ways To get building and road materials etc To use matter from streams etc. Tripura Gazette, Extraordinary Issue September 22, 2014 A. D 4.' Liberty and power for or in Connection with any of the purposes mentioned in this part to make any stream ways, railways, aircraft landing grounds and other ways in or over the said land and to use, maintain and repass with or without horses, cattle, wagons, aircrafts, locomotives, or other vehicles or the same (or any existing tramways, railways, roads and other ways in or over the said lands) on such conditions as may be agreed to

5. Liberty and power for or in connection with any Of the purposes mentioned r, 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 materials, bricks or tiles

6. Liberty and power for or in connection with any of the purposes mentioned - in this part but subject to the right of any existing or future lessees and With the written permission of District Magistrate & Collector/ Director to appropriate and use water from any streams, water-courses, spring, or other sources in or upon the said lands and to divert, step up, or dam any such stream or

water course and course and collect and impound any such water and to make, construct and maintain any water courses culverts, drains or reservoirs but not as 'to deprive any: Cultivated lands, villages, buildings or watering places for livestock of a' reasonable supply Of water as before accustommed nor in any way to foul or pollutes any streams or springs. Provided that the lessee/lessees shall not interfere with navigation in any navigable Stream libt shall divert such Stream, also conditions given in rule 3 without the previous written permission of the State Government. 56 TO use and for stacking, heaping, depositing purpose. Tripura Gazette, Extraordinary Issue, September 22, 2014 A

7. Liberty and power to enter upon and use a sufficient part of the surface of such lands for the purpose of stacking, heaping, storing or depositing therein any produce of the mines or Works carried on and any tools, equipment, earth and, materials and substances dug or raised under the liberties and powers mentioned in this part. Beneficiation 8, Liberty and power to enter upon and use a sufficient part of the said lands to benefit any mineral produced from the said lands and to carry away and such benefited mineral. conveyance away of production. 9, Liberty and power for or in connection with any of the purposes mentioned To clear in this part and subject to the existing rights of others and save as provided in brushwood and to fell and utilize trees etc, relevant' clause of Part III of this schedule to clear undergrowth and brushwood and to fell utilize any trees or timber standing or found on the said lands provided that the State Government may ask the lessee/ lessees to pay for any trees or timber felled and utilized by him/them at the rates specified by the District Magistrate & Collector or the State Government, 57 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. b TART-Ijr Restriction and conditions as to the exercise of the Liberties, Powers and Privileges in Part j! No building etc. upon certain places. NO building etc. shall be erected, set up or placed and no surface operations shall be carried on In or upon any public pleasure ground, burning or. burial ground, or place held sacred by any class of persons or any house or village site,' public road, or other place which the State Government@ may determine as public ground nor in such a manner as to injure or prejudicially affect any buildings, works, property or rights of Other persons and no land shall be used for surface operations; which is already occupied by persons other than the State Government for other purposes not included in the lease. The lessee/lessees shall not also interfere with any rights of way, well or tank. 58 Permission for surface operations etc upon certain place.. To cut treesw lands. iii Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D

2. Before using for surface operations any land which has not already been used for such operations, the lessee/lessees shall give to District Magistrate & Collector of the District two calendar months previous notice in writing specifying the name or other description of the situation and the extent of the land proposed to be so used and the purposes for which the same is required and the said land shall not be so used if objection is issued by the District Magistrate & Collector within two months after the receipt by him of such notice unless the objections so stated shall on reference to the State Government be annulled or' waived. 03, The lessee/lessees shall not without the express sanction of the Divisional in unreserved. Forest Officer cut down or injure any timber or trees on the said land but may without such' sanction clear away any brushwood or undergrowths which interfere with any operations authorized by these presents. The Divisional Forest Officer or the: State Government may require the lessee/lessees to pay for any trees or timber felled and utilized by him/them at the rates specified by To enter upon reserved forests the Divisional Forest Officer of the Division. anything in this schedule containedT the lessee/lessees shall not enter upon any reserved forest or protected forest or any area recorded as forest in the revenue included in the said lands without previous sanction in writing of the District Forest Officer nor fell, cut and use any timber on. trees „without. obtaining, the sanction in writing of the Forest Officer nor otherwise than in accordance with such conditions as the State Government may prescribe. 59 Tripura Gazette, Extraordinary Issue, September 22, 2014 A.D. No mining 5. The lessees shall not work or carry on or allow to be worked or carried on operations any mining operations at, or to any point within a distance of 50 meters from any railway line except With previous written permission of the within 50 metres of " Administration concerned or under, or beneath any ropeway or any rope public works trestle or station, except under and in accordance with the written permission etc. of the authority owning the ropeway or from any reservoir, canal or other public works such as public roads and buildings or inhabited sites except with the previous written permission of the District, Magistrate & Collector/Director or any officer authorized by the State Government in this behalf and

otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached with such permission. The said distance of 50/100/200 meters shall be measured in the case of: railway reservoir or other structures as the case may be, horizontally from the outer edge of the bank or the outer edge of the cutting as the case may be and in case of a building horizontally from the plinth thereon. In the case of village roads no working shall be carried on within a distance of 10 meters of the outer edge of the cutting except with the previous permission of the District Magistrate & Collector or any other officer duly authorized by the State Government in behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission. Explanation\ FOE the purpose of this clause the expression 'Railway Administration' shall have the same meaning as it is defined to have in 'the Indian Railway Act, 1890, by clause (6) of Section 3 of that Act, public road shall mean a road which: has been constructed by artificially surfaced as distinct from a track resulting from repeated use. Village road will include any track shown in the Revenue record as village road. 60 Tripura Gazette, Extraordinary, September 22, 2014 A. D. Facilities for 6. The lessee/lessees shall allow existing and future holders of Government adjoining govt.; licenses or leases over any land which is comprised in or adjoins or the land held by the lease/leases of access thereto. licensees and Provided that no substantial hindrance or Interference shall be caused by such holderS of licensee or lease to the operations of the lessee/lessees under these presents and fair compensation as may be mutually agreed upon or in the event of disagreement, as may be decided by the State Government) shall be made to the lessees by exercise of this liberty. 7/ The lessee shall not enter upon any land or any way injure trees, crops, huts or other property without the consent of occupier or failing such consent without the written permission of the District Magistrate & Collector and Divisional Forest Officer the case may be. 8, The lessee shall also pay compensation for any damage or injury etc. done to the property of the occupier of the land of any other person as may be generally assessed by the District Magistrate & Collector and Divisional Forest Officer as the case may be. Not to destroy/use Forest produce 9: The lessee shall not fell, put and use any timber or trees including bamboo, canes and other forest produce now standing or which hereafter may be standing upon the Reserve Forest land without the written permission of the Divisional Forest Officer provided also that the exercise of the liberty and powers granted by the Divisional Forest Officer shall also be subject to the observance of the terms and conditions of the Indian Forest Act 1927 and the rules framed thereunder. 61 Rights reserved by Forest Deptt. Not to interfere with activities of Forest Department TO avoid destruction of forest growth / Lessee to acquire prior permission to remove/fell out Forest produce. Tripura September 22, 2014 A. D, 10.' The Forest Department reserves the exclusive rights to continue enforce the following rules: and regulations of the Forest Department and to undertake any departmental operations as are usually done in Reserve Forest, proposed reserve forest, unclassified open Govt. forest and also to entertain any such contracts for operation and movement of forest produces are usually done in the Reserve Forest, proposed reserve forest, unclassified open Govt. forest. 11. The lessee shall in no case interfere with the activities of the Forest Department in the Reserve Forest portion of the area for which the lease is granted as well as in the unclassified Govt. Forest portion of the area wherein forest operation takes place under authority of the Forest Department licenses issued nor shall, interfere with the persons authorized by the Forest Department to carry out such works over the said area. Such operations may include operations and movement of major forest produces, minor forest produces as well, as elephant hunting operation and making of roads and paths, survey and alignment; construction. Of building/ marking of, timbers inspections etc. or any other activities as are usually done by the Forest Department or by their authorized persons

12. The lessee shall organize mining works in such manner as to avoid destruction of any forest growth and wherever such destruction is considered necessary and admitted by the Forest Department, sufficient time shall be given to the Forest Department to Operate and remove the Forest produce under the provisions of the licenses issued for the removal of such forest produces

13. In the event* of the lessee requiring to fell, cut or remove any forest produce in the course of mining operation with previous permission of the Divisional Forest Officer the lessee will have to pay royalty, monopoly fees and compensation at reasonable rates fixed by the Forest Department. In case where felling and removal of trees in large numbers and or over large areas are concerned, the Forest

Department will have unfettered rights to deny such permission. 62 Lessee to obtain prior permission to Open road Tripura Gazette Extraordinary Issue, A. D. 14. The lessee shall obtain written permission from the Divisional Forest Officer in the event of opening any road inside the reserve forests. Unrestrictedly (a), The Forest Department and its contractors and persons authorized by right of the Forest Department shall have unrestricted rights to use the roads in the Reserve Forests made by the lessee. Forest be/ to use roads. (b) The Forest Department reserves the right to install check gates where control of illegal traffic and checking of forest produce become necessary. Decision of the Govt. of Tripura is final. Time limitation of mining operation and transport The lessee; and their contractors and employees shall abide by the restrictions imposed by the Forest Department and such check gates as may be necessary in the matter of movement of their vehicles. 16: In the event of disputes arising between the lessee and the Divisional Forest Officer in the matter of interpretation of any of the above mentioned clauses or the restriction put forward thereunder; the decisions of the Government of Tripura will be final.

17. Mining operation and transport shall be allowed only from 6.00 AM to 6.00 PM on all working days and for any change of timing prior approval of Divisional Forest Officer is necessary. 63 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. All those the mines beds/veins, seams of (here state the mineral or minerals hereinafter and in the scheduled referred to as the Said minerals) situated lying and being in and/or under the lands which are referred to in part I of the said schedules, together with the liberties, Powers and privileges to be exercised or Enjoyed in connection herewith which are mentioned in Part II of the said Scheduled subject to the restrictions and conditions as to the exercise and enjoyment of such liberties power and privileges which are mentioned in part III of the said schedule EXCEPT and reserving out of this demise into the State Government the liberties, powers and privileges mentioned in part IV of the said schedule TO HOLD the premises here by granted and demise upto the lessee/lessees from day for the terms of Years thence next ensuing YIELDING 20 AND PAYING therefore upto State Government the several rents and* Royalties mentioned in part V of the said schedule at respective times (here in specified subject to the provisions contained in part VI of the said schedule and the lessee/lessees hereby covenants with the State Government as in part of the said schedule is expressed' and to the State Government as in part VII of the said schedule as expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said scheduled is expressed IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day and year first above written. The Scheduled above referred to 64 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. Liberties, powers and Privileges reserved to the State Government To Work other minerals Liberty and power for the State Government to any lessee or persons authorized by it in that behalf to enter into and upon the said lands and to search for win, work, dig, get, raise, dress, process, convert and carry away minerals other than the said minerals and any other substances and for these purposes to sink, drive, make, erect, construct, maintain and use such pits, shafts, inclines, drifts, levels and other lines, waterways, airways, water courses, drains, reservoirs, engineering machinery, plant, building, canals, tramways, railways, roadways and Other works and conveniences which 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, powers and privileges of the lessee/lessees under these presents and that fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Govt.) shall be made to the lessee/lessees for all loss or damage sustained by their lessee/lessees by reason or in consequences of the exercise of such liberty and power. 65 To make railways roads etc. To pay dead rent or royalty whichever is greater Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. Liberty and power for the State Government or any lessee or person 2. authorized by it in that behalf to enter into and upon the said lands and to make upon, over or through the same railways, tramways, roadways, or pipelines for any such purpose other than these mentioned in Part II of these presents and to get from the said lands, stones, gravel, earth and other materials for making, maintaining and repairing such railways, tramways or roads or, any existing railways and roads and to go and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, locomotives, or other vehicles over or along any such railways, tramways, roads, lines and other ways for all purposes and as occasions may require provided that in the exercise of such liberty and power by such other lessee or persons no substantial hindrance or interference shall be caused to or with the liberties,

powers, and privileges of the lessee/lessees under these presents and that fair compensation as may be mutually agreed upon or in the event of disagreement is may be decided by the State Government shall be made to the lessee/lessees for all loss or damages substantial hindrance or interference shall be caused to or with the exercise by such ,lessee or persons of such liberty and power. Rents and Royalties Reserved by this lease The lessee shall pay, for every year except the first year of the lease, yearly dead rent as specified in clause 2 of this part in respect of each mineral. Provided that the lessee liable to pay the dead rent or royalty in respect of each mineral whichever is higher in amount but not both. 66 Rate & mode of payment of dead rent Rate and mode or payment of royalty Tripura Gazette, Extraordinary Issue, September 22, 2014 A.D. Subject to the provision of clause I of this part, during the subsistence 2. of the lease, the lessee/lessees shall pay to the State Government, annual dead rent at the following rate/rates or such revised rate/rates which may be communicated in writing to the lessee/lessees by the State Government per nunerai per hectare of the land demised and described in Part-I of this schedule. Period p? the mining leasg Rate Of dead rent per ha per annum Ist year 2nd year and onwards ;Nil Rs.20,000/- 3. 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 such times and in such manner as the State Government may presctlbe royalty in respect of any minera!iminerals removed by him/them from the leased area at the rate •d for• 'the time, being onotified by' the• Government- order Tripura Minor Concession Rules; 2014

3. The lessee/lessees shall pay rent and water. Payment ot rate to the State Government in respect of all surface rent and water rate 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 Rs5000/- and Rs1000/- respectively, per. annum per. hectare of the area so occupied or used and so in proportion for any area less than•• . hectare' during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall as far as possible restore the surface land so used to its original condition, Surface rent and water rate shall be paid as hereinbefore detailed in clause 2; PROVIDED THAT NO such rent/water rate shgll be payable in •respect of, the occupation and use of the area comprised in any roads or ways to sv)lich the public have full right of access. 67 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D PART VI Provisions relating to the Rents and Ro ialties Rent and royalties to be free from deduction etc. Mode of computation of royalty Course of action if rents and royalties are- not paid in time. I. 2

3. The rent, water rate and royalties mentioned in Part-V of this schedule shall be paid free from any deduction to the State Government and in such manner as the State Government may prescribe. For the purpose of computing the said royalties the lessee/lessees shall keep a correct account of i the mineral/minerals produced and despatched, The Account as well ps the weight oi the mineral/minerals in stock or the process of -export may be checked by an officer authorized by the Central or State government. Should any rent, royalty or other sums due to the state government under the terms and conditions of these presents be not paid .by the lessee/lessees within the prescribed time, the same may be recovered together with simple interest due thereon a the rate of 10% per annum on a certificate of such officer as may be specified by the state Government by general or special order, in the same mahr as an area of land revenue. 68 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. PART-VU The covenants of the Lessee/Lessees D. Lessee to pay rents and rosalti. •s, taxes etc.. To maintain and keep boundary marks in l. The lessee/lessees shall pay the tent, water rate and royalties reserved by this lease at such times and in the manner provided io Parts- V & VI of these presents and shall also pay, discharge all taxes, rents, assessments and impositions whatsoever being in the nature of public demands which shall, from time to time, be charged, assessed orz imposed by the authority of the Central and. State Government upon or in respect of the premises and works of the lessee/lesseeSän common With other premises and works of a Ltike nature except demands for land revenue 2. Thé lessee/lessees shall at his/their own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear off the shrubs .and other obstructions as to good order allow easy identification. To commence operations within six months and work in a work manlike manner 4, The lessee/lessee\ sh911 commence operation within 5ix months from the date of,pxecution of the lease and shall thereafter at all Ymes during the continuance c! this lease search for, wim work and develop the said minerals without voluntary intermission in skillful and .workmanlike manner in accordance with the mine plan so submitted and dtÄy

approved by the Principal Chief Conservator of Forests and as prescribed under, clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops, buildings, structures or other property thereon. For the purpose of this clause, operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine. 69 To indemnify Govt. against all claims To secure and keep in good condition pits, shafts etc. strengthen and support the mine to necessary extent To allow inspection of workings Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D

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

5. The -lessee/lessees shall during the subsistence of this lease well and sufficiently secure.and keep open with timber or other durable mean all pits, shafts and workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction the State Government round every such pit, shaft or working whether the same is abandoned or not and shall during the same period keep all working in the said lands, except. such as _ may be abandoned, accessible, free from water, foul air and pollution as far as possible

6. The lessee/lessees shall strengthen and ' support to the satisfaction of the Railway Administration concerned or the State Government, as the case may be, any part of the mine which in its opinion required such strengthening or support for the safety of any railway, reservoir, canal road and any other public works or structures mentioned under rule 7.The lessee/lessees shall allow any officer authorized by thg. Central Government or the State Government in that behalf 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 data and the lessee/lessees shall with proper person employed by the lessee/lessees and acquainted with the mines and works effectively assist the officer, agents, servants and workmen in 70 To report accident To report discovery of other minerals To keep records and accounts regarding production and employment etc, Tripura Gazette, Extraordinary Issue, September 22, 2014 D. conducting every such section and shall afford them all facilities, information connected with them, the working of mines which they. may reasonably require and also shall and will conform to and observe all orders and regulations which the State Government as the result of such inspection or otherwise may from time to time deem fit to impose

8. The lessee/lessees shall without delay send to the District Magistrate & Collector, the Principal Chief Conservator of Forest—and the Labour Department report of any accident causing death or serious bodily injury or to property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease.* 9. The lessee/lessees shall report to the Director of Industries and Commerce Department or the Principal Chief Ponseryator of Forests the discovery in the lease! area of any mineral not specified in the lease within sixty days of such discovery along with full particulars of the pature 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 such mineral unless such mineral is included in the lease or a separate lease is obtained th2Y2fore. IO. The lessee/lessees shall at all time during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books of accounts phich shall contain accurate entries showing from time to time:- quality of the said mineral/minerals realized from the said lands. iis Quantities of the various qualities ofl minerals beneficiated or converted. iii. Quantities of the various qualities of the said sold and exported separately. 71 Tripura Gazette, Extraordinary Issue? September 22, 2014 A. D. iVi vi. vii. Quantities of the various qualities of the said mineral/minerals otherwise dispose\$ of anu the manner and purpose ofsuch disposal. e price and all other particulars of all sales of said mineral/minerals. The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel. Such other facts, particulars and circumstances as 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 State Government

may appoint true and correct abstracts of all or any such books of accounts and such information and returns to all of any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officer as the State Government officer' as the State Government shall in that behalf appoint to enter into and have free access to the said officers for the 10 To maintain plan etc. purpose of examining and inspecting the books of accounts, plans and records and to make copies thereof and make extracts there from. 11. The lessee/lessees shall at all times during the said terms maintain at the mine office correct intelligible up to date and complete plans and sanctions of the mines in the said lands. They shall show all the operations and working and all the trenches, pits and drillings made by him/them in the course of operations so carried on by him/them under the lease, faults and other disturbances encountered and geological data and all such plans and sections shall be amended and filled up by and from actual survey to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee/lessees shall furnish free of charge to, the Central and State Governments -true and correct copies of such plans and sections whenever required. Accurate records of all trenches, pits and drilling shall show: i. The subsoil and strata through which they pass 72 Tripura Gazette, Extraordinary .Issue, September 22, 2014 A. D ii. iii. Any mineral encountered. Any other matter of interest and all data required by the Central and State Governments from time to time. The lessee/lessees shall allow any officer of the Central or 'Phe' State Government authorized in this behalf to inspect the same at all reasonable times. He/they shall also supply when asked for by the, State Government/the Director of Geological Survey of India, the Director, Indian Bureau of Mines, Director of Industries &-Commerce, Principal Chief Conservator of Forests Tripura a composite plan of the area showing thickness, dip, inclination, etc. of all the same as also the quantity of reserves quality-wise. I I(A). The lessee shall pay a wage not less than the minimum wage to the employees as prescribed by the Central or State Government from time to time. eI I(B). The lessee, shall comply with provisions of the Mines Act; 1952. I I (C) The lessee shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollution control devices and such other measures as may be prescribed by the Central or Tripura State Pollution Control Board or State Government from time to time at his own expenses. iit No mining lease permit shall be granted in National parks and Wild Life Sanctuaries. ii No, mining lease permit shall, be granted in any forest areas (PF/RF/Unclassified etc.) without) prior approval from the Central Government under Forest Conservation Act, 1980. iii. Irrespective of the area involved, the reclamation plan of the proposed mining area shall be approved by the Principal Chief Conservator of Forests before granting the mining lease. 73 Tripura Gazette, Extraordinary Issues September 22, 2014 A' D. iv. v. vi. In case of forest areas no. construction activity will be allowed whether temporary or permanent in nature. The lessee shall obtain monthly permit of the produce to excavate and transport from the Principal Chief Conservator of Forests or his authorized Officer. The. date of the commencement of the period which a mining lease is granted shall be the date on which the permission under Forest (Conservation) Act, 1980 granted by the Govt. of India in case of Act. 67 of 1957 forest land. -vii. In case of forest land, the survey, and demarcation and handing over of the area to the lessee shall be done by the Divisional Forest Officer viii. The Royalties in respect of lease granted shall be deposited by the lessee in forest revenue head in accordance with the existing rules. ix." Mining operation and transport shall not be allowed during night and on all holidays, Mining operation will be allowed on working days between 6.00 AM to 6.00 PM. I I (D) The lessee shall pay compensation to the occupier of the land on the date and in the manner as prescribed by the State Government

12. The lessee shall be bound by such rules as may be issued from time to time by the Government of India under Section 14 of the Mines and Minerals (Regulation and Development) Act, 1957, (Act. 67 of 1957) and shall not carry on mining or other operations under the said lease in anyway other than as prescribed under these rules. 74 To provide weighing machine To allow test of weighing machine Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D

13. Unless specifically exempted by the state Government lessee/lessees shall provide and at all times keep a for near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to bank, sold, exported, and converted and also the converted produces and shall at the close of each day cause the total weights, ascertained by such means of the said minerals, products raised, sold, exported and converted

during the previous twenty-four hours to be entered in the aforesaid books of accounts. The lessee/lessees shall permit the state Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee/lessees. The lessee/lessees shall give 15 days previous notice in writing to the State Government/ District Forest Officer or Divisional Forest Officer or the District Collector of the district of every such measuring or weighing in advance that same officer on his behalf may be present there at 13. The lessee/lessees shall allow any person or person appointed in that behalf by the State government at any time or times during the said term to examine and test every weighing to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order. And if upon any such examination or testing, any such weighing machinery or weights shall be found incorrect or out of repair or order the State Government may require that the same be adjusted, repaired and put in order by and at the expense of the lessee/lessees and if such requisition be not complied with within fourteen days after the same shall have been made; the State Government may cause such weighing machine or weights to be adjusted, repaired, and put in order and the expense of so doing shall be paid by the lessee/lessees to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to 75 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. 14. the prejudice of the State Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period or three months and the said rent and royalty shall be paid and accounted for accordingly. To pay 15. The lessee/lessees shall make and pay reasonable satisfaction and compensation for all damage, injury or disturbance of persons or property or for injury of third parties. Not to obstruct working of other minerals. Transfer of lease which may be done by or upon the part of lessee/lessees in exercise of the liberties and powers granted by these presents and shall at all times save harmless and keep indemnified the State Government from and against all suits, claims and demands which may be brought or made by any person or persons in respect of an such damage, injury or disturbance.

16. The lessee/lessees will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working within the said lands of any mineral not included in this lease and shall at all times afford to the Central and State Government and to the holder of quarry leases in respect of any such minerals or any minerals within, any (land adjacent to the said alludes as the case may be reasonable means of access and safe and convenient passage upon and across the said lands for such minerals for the purpose of getting, working, developing and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage or injury which he/they may sustain by reason in consequence of the use of such passage by such lessees. 17.(1) The lessee/lessees shall not, without the previous consent in writing of the Principal Chief Conservator of Forests or Chief Conservator of Forests. 76 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. a. assign, sublet, mortgage or in any other manner transfer the quarry lease, or any right, title or interest thereon; or b. enter into or make any arrangements contract, or understanding whereby the lessee/lessees will or may be directly or indirectly financed to a substantial extent by or under, which the lessee's operations or undertakings will or may substantially be controlled by any person or body of persons other than the lessee/lessees. PROVIDED THAT the Principal Chief Conservator of Forests or the Chief Conservator of Forests shall not give its written consent unless — a. The lessee has furnished an affidavit along with his application for transfer of the quarry lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee. b. The transfer of the quarry lease is to be made to a person or body directly undertaking mining operations, (2) The lessee/lessees shall make available to the transferee the original or certified copies of all plans of abandoned workings in the area and in belt 65 mts. wide surrounding it. (3) The Principal Chief Conservator of Forests or the Chief Conservator of Forests may by order in writing, determine the lease at any time if the lessee/lessees has/have in the opinion of the Principal Chief Conservator of Forests or Chief Conservator of Forest committed a breach of any of the above provisions. PROVIDED that no such order shall be made without giving the lessee/lessees a reasonable opportunity of stating his/their case. 77 Not to

be financed or controlled by a trust corporation firm or person Lessee shall deposit any additional amount necessary Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D

18. The lease shall not be controlled and the lessee/lessees shall not allow themselves to be controlled by any trust, syndicate, Corporation, Firm or person, except with the written consent of the state-Government. The lessee/lessees shall not enter into, make any arrangement compact or understanding whereby the lessee/lessees will or may be directly or indirectly financed by or under which the lessee/lessees operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, syndicate, Corporation, Firm or person unless with the written sanction given prior to such arrangement, compact or understanding being entered into or made of the State Government and any or every such arrangement compact or understanding as aforesaid: (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto on the occasion of a State of Emergency of which the President of India in his discretion shall be the sole judge it shall be terminable if so required in writing by the state Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee/lessees accordingly. 19' Whenever the security deposit of Rs. 10,000.00 or any part thereof or any further sum thereafter deposited with the State Government in replenishment thereof shall, be forfeited or supplied by the State Government pursuant to the power hereafter declared in that behalf, the lessee/lessees shall deposit with the State Government such further sum as may be sufficient with the un-appropriate part thereof to bring the amount in deposit with the state Government up to the sum of Rs. 10,000.00 78 spy' Delivery of working in good order to State Govt. after determination of lease. Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D, 20. The lessee/lessees shall at the expiration or sooner determination of the said or any renewal: thereof, deliver up to the State Government all mine, pits, shafts, inclines, drifts, levels, waterways and airways and other works now existing or hereinafter to be sunk or made on 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 all 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 below ground which cannot be removed without causing injury to the Mines or works under the forest 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 mineral. 21. (a) The State Government Shall, from time to time and at all times during the said term have the right (to be exercised by notice in writing to the lessee/lessees) of pre-emption of the said minerals and all products thereof lying in or upon the said lands hereby demised or elsewhere under the control of the lessee/lessees and the lessee/lessees shall with all possible expedition deliver all minerals or products or minerals purchased by the State Government under the power conferred by this provision the quantities at the time in the manner and at the place specified in the notice exercising the said right. (b). Should the right of pre-emption conferred by this present provision be exercised and vessel or vehicle chartered to carry the minerals or products thereof procured on behalf, of the State Government or; the Central Government be detained on demurrage at the port of place of loading the lessee/lessees shall pay the amount due for demurrage according to the terms of the charter party of such Vessel or vehicle unless the State Government shall be satisfied that the delay is due to cause beyond the control of the lessee/lessees. 79 Employment of Foreign national? . Tripura Gazette, Extraordinary Issue? September 22, 2014 D. (c). The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption provided that in order to assist in arriving at the said market price the lessee/lessees shall, if so required, furnish to the, State Government for the confidential information, particulars of the quantities, descriptions and prices of the said mineral or product thereof sold to other customers and of charters entered into for weight 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 of freightage of such minerals or products. (d). In the event of the existence of a State of war or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the 'Gazette of India shall be conclusive proof), the State Government, shall

from time to time and all times during the said term have the right (to be exercised by notice writipg to the lessee/lessees) forthwith take possession and control of the plant, machinery and premises of the lessee/lessees on or in connection with the said lands or operations under thisolgate anc! Ayring such possession or control- the lessee/lessees shall contorm to and, 9bey all directions, given by or on behalf of the State. Government regarding the use or employment Of such works, plants, premises and minerngl's provided that fair compensation which shall be determined in default of agreement by the State Government, shall be paid to the leisee/lessees for all loss or damage sustaine4 by him/them by reason or in consequence of the exercise of the power conferred by this clause and PROVIDED ALSO that exercise of such powers shall not determine the said term 'hereby granted or effect; the terms and provisions of these presents funher than may be necessary to give effect to the provisions of this clause

22. The lessee(lessees shall not employ, in connection yvith the mining opergtions, any persoriwho is not an !ndiao national e)cept with the previous gpprqval pf the St4te qqvernmgnt.80 Recovery of expenses incurred by the State (iovt. Tripura Gazette, Extraordinary Issue. September 22.2014 A. D

23. If any of the works or matters which in acctrdance with the covenants in that behalf hereinbefore contained are to be catried or performed by the léssee/lcssees 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 V*rformed and the lessee/lessees shall pay the State (;overnment on demand all expenses which shall be incurred in such carrying out or performance of the same and the decision of the Stsne Government as to such expenses shall be final.Furnishing of 24. 'The lessee/lessees shall furnish. geological data a. All geophysical data relating to mining tiel'ds or engineering and ground water surveys. such as anomaly maps. sections. plots. logging collected by him/them. and if any during the course mining operation to the Director General, Geological Survey of India ano the Principal Chief Conservator of Forests . 'Fripura. b. All information pertaining to investigations of radio active minerals collected by him/them during 'the course Oit mining operations to the Secretary. Deptt. of Atomic Energy, 'New Delhi. and to the Principal Chief •onservator of Forests . 'liripura. Data or information referred to above shall be furnished every year reckoned from the date ofcommencement of the period of the mirsng lease. 'l o store low grade ore for beneficiation 25. In the absence of ready market for Iovs grade mineral. the lessee ssho is operating or has undertaken to set up beneficiation plants shall properly store such low. grade ore for tUrther beneficiation liripura Gazette. Extraordinary Issue. September 22.2014 A, 1). 26.. The lessee shall attain the undermentioned phased targets of production and in the event of his default (except for cause beyond the lessee's control of which the lessor shall be the sole judge) and failure to make up any deficit in production after being called upon to do so ithin a specified time the Lessor shall be entitled to determine the lease lórtthwith. Production in tonnes 1) First year 2) 2nd year PART The covenants of the State Government Lessee/lessee I. The lessee/lessees paying the rents. water rates and royalties hereb> s to hold and enjoy rights quietly reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee/lessees to be observed and per10rmed shall and may quietly hold and enjoy the rights and promises hereby demised for and during the terms hereby granted without any unlawful interruption from or the State Government or any person rightfully claiming under it. 82 Requisition on or land of third parties and compensatio n thereof. TO renew quarry lease Tripura Gazette. Extraordinary Issue. September 22.2014 A. 1), 2. If in accordance with the provision or clause 4 of Part-VII of this schedule the lessee/lessees shall offer to pay the occupier of the surface of any part of the said lands compensation for any damage on injury which may arise from the proposed operations of the lessee/lessees.and the said occupier shall refuse his consent to the exercise of the right and power reserved to the State Government and demised to the lessee/lessees by these presents and the lessee/lessees shall report the matter lo the State Government and shall deposit with it the amount offered as compensation a.n•J if the Central/State Government are satisfied that the amount of cojnpenstation olTer'd is fair and reasonable or if it is not so satisfied and lhe lessee/lessees shall have deposited with it such rut-ther amount as the State and Central Government shall consider fair and reasonable to the qtate Government shall order the occupier to allow the lessee!lessees to enter the land to carry out such operations as may be necessary tar the purpose Of this lease. In assessing the amount Of such compensation. the State Government shall be guided by the Principles of the land Acquisition Act

3. The quarry lease shall be renewable for three periods each not exceeding the period specified in the original lease maximum to twenty > eats.Provided that the Principal Chief Conservator Forests or

the Chief Conservator of Forests may for reasons to be recorded in writing reduce the area applied for, or refuse to grant such renewal or renewals. If the lessee/lessees be desirous of taking a renewed lease of the premises hereby demised or of any part of parts of them for :.Tther term from the expiration of the term hereby granted and is. otherwise eligible, he'llthey shall prior to the expiration of last mentioned term given to lthe State Government three calendar months previous notice in writing and shall pay the rents. rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and the part of the lessee'tessees to be observed and performed up to the expiration of the term hereby granted. 'IHC State Government on receipt of application for renemtl sluÅl consider it in accordance with, rule 28 or the said rules and shall pass orders as it deems 83 9 I.liberty to determine the lease Tripura Gazette, Extraordinary Issue. September 22.2014 A. l). fit. If renewal is granted, the State Government will at the dispense or the lessee/lessees and upon his executing and delivering to the state GO'. emment. if required. a counterpart thereof execute and deliver to the lessee. lessees a renewed lease of the said premises or pan thereof for the further term of five years at such rents. rates and royalties and on such terms and subject to such covenants and agreements. including this present covenant to renewi as shall tx: in accordance with the Tripura Minor Mineral Concession Rules, 201 name of mineral) on the day next follovs ing the applicable to expiration of the term hereby granted. 4. (A) r he jessee/lessees may at any time determine this lease by giung not less than six calendar months notice in writing to the State (im ernment or to such officer or authority as the State Government mat, specify in this t*half and upon the expiration of such notice provided that the lcssee/lcssces shall upon such expiration and pay all rents. qater rates, royalties. compensation for damages and other moneys 9.1 lich may then be due and payable under these presents to lessor or any other person or persons and shall deliver these presents to the State Ciovernement then this lease and the said term and the liberties. power and privileges hereby granted shall absolutely cease and determine but w;tbout prejudice to any right or remedy of the lessor in respect of any breach or any of the covenants or agreements contained in these presents. (B) The Principal Chief Conservator of l•orests or lthe Chief Conscrvator of Forests may on an application made by the lessee permit him 10 surrender one or more from his lease which is for a group of minerals on the ground that deposits of that mineral have since exhausted or depleted to such an extent that it is no longer possible to work the mineral economically subject to the condition that the lessee- i. Makes an application for such surrender Of mineral at least six monihs before the intended date of surrender, and 84 Tripura Gazette, Extraordinary Issue, September 22, 2014 A.' D. ii. Gives an undertaking that he will not cause any hindrance in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that mineral 01! suy» dat? as Statf 90vernment may elect within 12 yalendar security montiF after the detennination of this lease or of any renewal thereof, the Aeoposits emounv of the sepurty deposit paid in respect o/ this lease and !then remaining in deposit with thf State Government and not required to be applied to any of the purpose mentioned in this lease shall be refunded to the le»ee/lessees. tgo interes@shall earn op the security deB)sit. . 9.4, PART-I* Obstructions to inspection. GENERAL PROVISION In case the lessæ/lessees or his/their transferee/assignee does/do not 1. allow entry for inspection by the officers authorized the Central or State Government under clause (i), (j) or (l) of sub rule (l) rule '6 of said Rules, the:State Government shall give notice in writing to the lessee/lessees requiring him/them.t6 show cause within such time as may be specified in the notice why the lese •should not be determined and his/their security deposit forfeited, and if the lessee/lessees fails/fail to show causesvithin the G iJ1aÜ»resaid time to the satisfaction of the State Government the State Government may determine the lease and forfeit the whole or part of the •i.GGt , security deposit. 85 Tripura Gazette, Extraordinary Issueseptember 22, 2014 A. D. Penalty in case of default in payment of royalty and breach Of c0venantS Penalty for repeated breaches of covenants Failure to fulfill the terms of leases due to 'Force Majeure' 2. If the .lessee/lessees or his/their,transferee or assignee makes/make any default in payment of rent or water rate or royalty aerequired by Section 27 of the rule or Commits a breach of any of the conditions and covenants otherthan those referred to in covenant (l) above th*e State Government Shall gtve notice to lessee/lessees requiring him/them to pay the rent, water rate, Foyalty or remedy the breâch, as thetas: may be, within sixty days from the date of Féceipt Of the iitice and if the rent, water rate and royalty are not paid OF the breach IS notremedied within such period, the State Gove+nmenñniaywithout prejudice €0 ånyproceedings that may be taken against the lease and forfeit the whole or part of the security deposit

3. In cases of repeated breach of covenants and agreements by the lessee/lessees for which notice has been given by the State Government in accordance With clause and (2) aforementioned on earlier occasion, the State Government without giving any further notice, may impose such penalty not exceeding twice the amount of the annual dead remespecified in clause 2, Part V.5SEailure om the part of the lessee/lessees to fulfill any Of the terms and conditions Of this lease, _shall not p give the Central or • State Governmentt anyo claim against the lessee/lessees Or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force Majeure, and if through 'Force Majeure' the fulfilment by the lesseeé/fessees of any of the terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed by this lease. In this clause of expression 'Force Majeure' means Act of God, War, insurrection, riot, civil commotion, strike, earth Quake, tide, storm, tidal wave, flood, lightning explosion, fire, earthquake and any Other happening which ' the lessee/lessees could not reasonably prevent or control. 86 Lessee/Lesse es remove his/their properties on the expiry of lease. Forfeiture of properties left more than six months after determinatio n of lease. Tripura Gazette, Extraordinary Issue, September 22; 2014 A. D. 5, The lessee/lessees having first paid and discharged rents, rates and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term within six. calendar month is thereafter (unless the lease shall be determined under clause 11 and 2 of this Part and in that case at any time not less than three calendar months not more than six calendar such determination) take down and remove for his/their own benefit all lor any engines, machinery; plant, buildings, structures, tramways, railways, and other works, erections, and conveniences which may have been erected, set up, ofplaced by the lessee/lessees in or upon the said lands and which the lessee/lessees is/are not bound {O deliver to the State Government under clause 20 part VII of this schedule and which the State Government shall not desire to purchase

6. If the end of 'Six calendar months after the expiration or sooner determination of the said term under the provision contained in Clause 3 of Part VII of this schedule become effective then shall remain in or upon the ! said land anytengihes,, , machinery,, plant, buildings, structures, tramways, railways and other work erections, and conveniences or omer property which are not required bythe lessee/lessees in connection with operations in any other -lands held by him/them under prospecting license or mimng lease, the same shall if not removed by thelessee/lessees within one calendar month after notice in writing requiring their removal has been given to the lessee/lessees by the State Government be deemed to become the property ofthe State Government and IT.cy be sold or disposed of such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof

7. Every notice by these present required to be given to the lesseenessees shall.be given in writing to such person resident on the said lands as the lessee/lessees may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee/lessees at the address recorded in the lease or at such other address in India as the lessee/lessees may, from time to time, in 87 Tripura Gazette; Extraordinary Issue, September 2014 A. D. 8. 9. writing to the State Government designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the lessee/lesSeeS'and Shati not questiioned or cBajlenged by him. Ifin any event theordcrofthe Principal Chief Conservator of Forests or the Chief Conservator Of Forests or the State Government&lre revised or reviewed in pursuancesorproceedings under Chapter IV IOf. the Tripura Minor Mineral Concession Rules, '20149 the lessee/lessees shall not be entitled to compensation for any loss sustained by the lessee/lessees in exercise of the powers and privileges conferred upon him/them by these presents

10. The lease is executed atl (name of the city) in the State of Tripura and subject to the provision of Article 226 of the Constitution of India, it is hereby agreed upon by the lessee and the Lessor that in the event of any dispute in relation of the area of lease, the dues realizable under the lease and in respect of all matters touching the@elationship of the lessee and the Lessor thesUits (or appeals) Shall be filed in the civil courts (at -e-name of the city) and it is hereby expressly agreed that neither aparty shall be competent to file a Suit or bringany action or file any petition at any place other than the courts named above at I I, For the purpose of Stamp duty the anticipated royalty from the demised per year IN WITNESS WHEREOF these presents lands is Rs have been executed in the manner hereunder appearing the day and year first above iif>'dv ZI,' 88 Tripura Gazette,

Extraordinary Issue, September 22, 2014 A.D written. Signed For and on behalf of the Governor of Tripura in presence of 2. Signed by For and on behalf... .. in the presence of 1

2. FORM - 'G' MODEL FORM OF TRANSFER OF MINING LEASE When the transferor is an individual:- **THIS INDENTURE made this day of 20 and (name of the person with address and occupation) hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to include his heirs, executors, administrator's representatives and permitted assigns** 1. When the transferor is an individual:- (name of the person with address and occupation) (hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns). 89 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D

2. When the transferors are more than one individual:- (name of the person with address and occupation) and (name of the person with address and occupation) (hereinafter referred to as the "Transferor" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns)

3. 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 and having their registered office .1 at (herein-after referred to as "Transferor" which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns)

4. When the transferor is registered company:- company) a company registered under incorporated) and having its registered office at (name of the (Act under which 90 Tripura Gazette, Extraordinary Issue, September 22, 2014 A.D. (address) (hereinafter referred to as the "Transferor" which expression shall where the context so admits be deemed to include its successors and permitted assigns). • OF THE FIRST PART: AND 1. When the transferee is an individual:- (name of the person with address and occupation) (hereinafter referred to as the "Transferee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns)

2. When the transferees are more than one individual: name of the person with address and occupation) and (name of the person with address and occupation) (hereinafter referred to as the "Transferee", which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns)

3. 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 and having their registered office at 91 Tripura Gazette, Extraordinary Issue, September 22, 2014 A.D. (hereinafter referred to as the : Transferee" which expression shall where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns) 4. When the transferee is registered company:- (name of the company) registered under (Act under which incorporated) and having its registered office at (address)(hereinafter referred to as the "Transferee" which expression shall where the context so admits be deemed to include its successors and permitted assigns). **OF THE SECOND PART: AND The Governor of Tripura (hereinafter referred to as the "State Government" which expression shall where the context so admits be deemed to include the successors and assigns) OF THE THIRD PART. WHEREAS BY virtue of an indenture of lease dated the and registered as No. on (date) at (office and place)(hereinafter referred to as lease) the original whereof is attached hereto entered into between the State Government (therein called the Lessor) and the transferor (therein called the lessee), the transferor is entitled to search for, win and work the mines and minerals in respect of (name of the minor mineral/minerals) in the lands described in the schedule thereto and also in Schedule annexed hereto or the term and subject to the payment of the rents and royalties and observance and performance of the lessee's covenant and conditions in the said deed of lease reserved and contained in the said deed a covenant not to assign the lease or any interest there under without the sanction of the State Government. 92 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. And whereas the transferor is now desirous of transferring and assigning the lease to the transferee and the state Government has at the request of the transferor, granted dated permission to the transferor vide order NO. to such a transfer and assignment of the lease**

upon the condition of the transferee entering into an agreement in and containing the terms and conditions hereinafter set forth. NOW THIS DEED WITNESSETH AS FOLLOWS:- 1) 2) 3) (1) In consideration of Rs.500 paid by the transferee to the transferor, the receipt of which the transferor hereby acknowledges, the transferor hereby conveys, assigns and transfers up to the transferee all the rights and obligations under the said lease and to hold the same unto the transferee with effect from expiry of the said lease. for the and (2) The transferee hereby agrees 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 and conditions contained in the said lease in the same manner in all respects as if the lease had been granted to the transferee as the lessee there under and he had originally executed it as such. (3) It is further hereby agreed and declared by the transferor the one part and transferee of the other part that:- i. ii. 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. The transferor hereby declares that he 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 where under in the present quarry lease being transferred. 93 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. Wii. iv. V. vi. vii. The transferor further declares that he has not entered into or made any agreement, contract, or understanding whereby he had been or is being directly or indirectly finance 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. The transferor further declares that he has furnished an affidavit along with his application for transfer of the present quarry lease specifying therein the amount that he has already taken/proposes to take as consideration from the transferee. The transferee further declares that he is financially capable of and will directly undertake mining operations. The transferor has supplied to the transferee the original or certified copies of all plans of abandoned workings in area and in a belt of 50 meters wide surrounding it. -The transferor has paid all the rents, royalties, and other dues towards Government till this date, in respect of this lease. IN WITNESS WHEREOF the parties hereto have signed on the date and year first above written. 94 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. SCHEDULE 1 Location and area of the lease:- (description of area or map) in All that tract of lands situated at Mouza in bearing cadastral Survey Nos. Sub-Division in containing, an area of about delineated on the plan hereto annexed and thereon colored bounded as follows:- On the North by: On the South by: On the East by; On the West by: Signed by behalf of the State Government in the presence of District or there -and for and on 1

2. Signature Of transferor in presence of witnesses —1. Signature of transferee in presence of— 1. 2. 2. 95 FROM - H MONTHLY RETURN OF MINOR MINERAL/MINERALS RAISED {See Rule 41(3)} I) Name of the lessee with address : 2) Location of the lease hold a) Village - b) Mouza c) Sub-Division — d) District - 3) Area of the lease holds - 4) Return for the month Signature of the lessee or his authorized Agent/Manager with official seal The monthly return is to be submitted by the day of each month for the month preceding it to the Director of Industries & Commerce, Government of Tripura. Area in hectares I Qty.(in tonnes) I Value (in Rs.) the {Pinot mineral Area of the lease hold being worked (in hectare—) Opening stock on the first day of the Mineral raised in the month Pits month value of minerals dispatched during the month By rail By road Qty.Val Qty Valu Total dispatch Closing stock at the Manday Mn the month end of the month (in tonnes) Value 7. 8

9. Qnty. IO. 11. 12. worked employed 13. Remarks 15 FORM -1 QUARTERLY ROYALTY STATEMENT (To be submitted on or before 15 July, October, 19 January and 19 April for the preceding quarter) 1) Return for the quarter ending 2) Name of the lease with address . 3) Name of the lease-hold with address . 4) Area of the lease-hold ; Opening Name of stock at the the minor beginning of Minerals the quarter (in produced tonnes) Total production during the quarter (in tonnes) Royalty payable Total quantity of mineral despatched consumed during the quarter (in tonnes) Rate per tonnes -Balance Royalty outstanding Amount paid (Rs.) (Rs.) Closing stock of mineral at the end of the quarter (in tonnes) 10. Signature of lessee or his Authorized Agent/Manager FORM -J ANNUAL RETURN OF MINOR MINERALS RAISED, DESPATCHED, ROYALTY PAID, MANPOWER EMPLOYED, ETC. (To be submitted by 20th day of April of each year for the preceding financial year) Annual return for the year : Name of the lease with address: Name of the lease-hold with address: Name of the Minor Minerals worked 1 Mandays worked 12 Area the lease hold (in hectares 2 Area under operation (in hectares) 3

Opening stock on the first day of the year(in tonnes) 4 Dispatch(Production Closing stock at the end of the year(in tonnes) 7 Manpower employed Royalty 5 consumption 6 paid 8 Male Female No. OT days worked 11 9 Cost of inputs(Rs.) 21 10 Average employment Accidents Major Fatal Surface Dead Rent Rent paid Male 13 Female Total 15 paid (Rs.) 18 (Rs.) {9 Capital invested (Rs.) 20 Remarks 22 \$0 Signature of lessee or his authorized Agent/Manager Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. FORM - K NOTICE OF OPENING, CLOSING, OR CHANGE, ETC (Sub-Rule (2) of Rule 16) Date To The PRINCIPAL CHIEF CONSERVATOR OF FOREST, Tripura Agartala 799 006 The District Magistrate & Collector District Sir, I have to furnish the following particulars in respect (Name or mine/lease-hold) belonging to I. *In case of a new mine :- Village Office Mouza Police Station (Name of lessee/owner). Sub-Division District Location with respect to major road or railway station of to Po 100 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. 2. *In case of change Of name of mine :- Old name of mine Date of change New name of Mine 3. *Name and postal address of :- a) Lessee/Owner : b) Authorized agent, if any : c) Manager, if any : * (d) In case of change, date of change: 2014 A. D 4. (a) Name and qualification of Manager whose appointment is, terminated/who is appointed. (b) Date of appointment/termination of appointment: 5. Date on which it is intended to: Open/re-open/abandon/discontinue the mine. 101 • Tripura Gazette, Extraordinary Issue, September 22, 2014 D



6. Actual date of opening Ire-opening/abandonment/discontinuance of the mine:- 7. Name of the mineral/minerals to be worked: 8 (a) Maximum depth of open cast excavation measured from its highest to its lowest point: (b) Date when depth first reached Six meters: 9. Number of person employed in the mine: IO (a) Date when explosive were used first: (b) Amount and type of explosives used in connection with mining operations: Yours faithfully, Signature with Official seal of Lessee/Agent/Manager *To be deleted if not applicable. Tripura Gazette, Extraordinary. Issue, September 22, 2014 A. D.



FORM - L (See Rule 29) FROM OF PERMIT FO'MINOR MINERALS TO BE ISSUED UNDER THE TRIPURA MINOR MINERAL CONCESSION RULES, 2014 Permit No.. Date of issue Name and address of the permit holder Name of locality Name & Date of description expiry of of minor village, plot Purpose for which it will be used of 20-- Quantity of minor mineral to be removed Rate of royalty No. etc. the permit mineral COJnpetent Authority Seal Total amount paid 103 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. Conditions 1) 2) 3) 4) 5) 6) 7) 8) 9) 10) 11) Minor mineral shall have to be removed within the prescribed time limit. Quarrying is not allowed beyond the depth of 3 metres (10 ft) from the surface, permit holders shall have to obtain the approval of the competent authority for digging below three metres from the surface. Compensation, if any shall have to be paid for damage to the land covered by the permit, Felling of trees is not allowed without prior permission of the Competent Authority. Surface operation shall not be done on any public prohibited and restricted place. Every type of accident shall be reported to the Competent Authority immediately. The party shall be liable to indemnify the claims of the third parties. State Government shall not be responsible for such claims in any way. The minerals left after cancellation of the permit shall be forfeited to Government and the same shall be deemed to be Government property. No excess quantity of minerals beyotvl this permit shall be removed without obtaining prior permit; otherwise the permit holder shall be liable for action under Rule of the Tripura Minor Mineral Concession Rules, 2014. Proper account for the extraction and removal shall be maintained in the prescribed form and a monthly return shall be submitted within the month following. Pacca Challans in the prescribed form shall have to be issued for the mineral' to be dispatched or s014 from the area. 104 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. 12) - No violation of conditions laid down by SEIAA/ SLEAC of Tripura State Pollution Control Board and other Environmental Rules as applicable. 13) Any other condition as stipulatea from time to time. N.B. • Breach of any of the condition noted above, is liable for cancellation of the permit, forfeiture of the minerals extragted and such other action as may be deemed necessary. 105 Tripura Gazettes Extraordinary Issue, September 22, 2014 A. D. FORM -M (See Rule 30) FORM OF APPLICATION FOR MINING PERMIT pate To Sir, I/We request that a mining permit under the Tripura Minor Minerals Concession Rules 2014 be granted to me/us. A sum of rupees two thousand being the fee in respect of tb's application is deposited (copy pf Challans in original enclosed). 106 Tripura Gazette, Extraordinary Issue, September 22, 2014 A. D. The following particulars are enclosed: ii. iii. ive v. viv vii. Clearance Certificate Of payment of mining dues. Written consent of the land owner from which minor mineral is to be extracted if the land from which minor minerals is to be extracted are private lands. Mineral which the applicant intends to mine. The details of the lands from which the mineral is to be quarried. Quantity of minor mineral to be extracted. Period during which the extraction of the minor mineral shall be completed. NOC from SEIAA/SLEAC I/ We do hereby declare that the particulars furnished above are correct am/are ready to furnish any other details as may be required by you. I/ We do hereby further declare that I/ We shall adhere to the terms and conditions as indicated in the Rules and any other condition .imposed by the Competent Authority. Applicants' name and address: Yours faithfully, Signature of the Applicant 107 To Sir, Tripura Gazette, Extraordinary Issue,-September 22, 2014 A.D. FORM APPLICATION FOR REVISION (Rule=33) (To be submitted in duplicate) I/We appeal to you for yevision ofthe lease detailed below:- I) Name and address of individual(s) Firm or company applying for revision. 2) Profession of applicant 3) No. and date of order of the Principal Chief Conservator of Forests/ Authorized Officer Tripura against Which the revision application been filed. 4) Mineral or minerals for which the 108 Tripura Gazette, Extraordinary .Issue, September 22, Revision application is filed 5) Details of the area in respect of which the Revision application is filed. District Sub-Division Block Mouza 2014 A. D. Village Plot No. 109 Area 6) Whether application fee of Rs.100/- has been Dpposited in the Government Treasury? If so, Treasury receipt in original should be attached. 7) Whether the revision application has been filed: within two months of the date of communication of the order passed by the Authorized Officer? If not, the reasons for not presenting it within: the prescribed limit may be stated. Tripura Gazette, Extraordinary Issue, September 22 2014 A. D. 8) Name and complete address of the party/parties impleaded: 9) Number of copies of petition added: IO) Ground for revision. Yours faithfully, Signature and designation ofthe applicant, Place Date 110 No. FORM O (See Rule 41) FORM OF CHALLAN FOR TRANSPORT OF MINOR MINERAL Date I. 2. 3.

9. Name and address of the lessee/permit holder: Details of the quarry lessee permits: Name of Minor Mineral: Name and address of the persons/contractors: To whom material has been sold and supplied.Quantity : Truck No./RR No./Carrier No: Name and address of the driver in case the Minor Mineral is to be transported by road: Place of delivery of materials 10. Date and time of despatched : Signature of the lessee/permit-holder. Seal of Competent Officer: Printed at the Tripura Government Press, Agartala.

