

অসম



ৰাজপত্ৰ

THE ASSAM GAZETTE

অসাধাৰণ
EXTRAORDINARY

প্ৰাপ্ত কৰ্তৃত্বৰ দ্বাৰা প্ৰকাশিত
PUBLISHED BY THE AUTHORITY

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GOVERNMENT OF ASSAM

ORDERS BY THE GOVERNOR

POWER (ELECT.) MINES & MINERALS
DEPARTMENT

ASSAM MINOR MINERAL CONCESSIONS RULE, 1994
[Department of Power (Elect.), Mines & Minerals]

NOTIFICATION

Dated the 21st January, 1995

In exercise of power conferred by section 15 of the Mines and Minerals (Regulation and Development) Act, 1957 (Central Act 67 of 1957) the Governor of Assam hereby pleased to make the following rules regulating the grant of mining leases and other concessions in respect of minor minerals in the State of Assam and for the purpose connected therewith, namely :-

CHAPTER - I

PRELIMINARY

1. Short title, extent and commencement :

- (1) These rules may be called the Assam Minor Mineral Concessions Rules, 1994.
- (2) They shall come into force on the date of their publication in the official Gazette.
- (3) They shall extend to the whole of Assam.

2. Definitions :-

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 (e) 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 scrapping, digging, picking, boring or by any other means ;
- (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 ;
- (h) 'Mining permit' means a permit granted for extraction and removal of specified quantity of any minor mineral from a specified area ;
- (i) 'Public work' means public roads, public buildings, reservoirs, irrigation canals, village paths, tanks, etc. ;
- (j) 'Railway' and 'Railway Administration' have the meanings respectively assigned to them in the Indian Railways Act, 1890 (Central Act 9 of 1890);
- (k) State Government means the Government of Assam ;
- (l) 'District Council' means the District Councils of the Autonomous hills districts of Karbi Anglong and North Cachar Hills, as applicable ;
- (m) 'Director' means the Director of Geology and Mining, Assam ;
- (n) 'Directorate' means the Directorate of Geology and Mining, Assam ;

- (o) 'competent authority' means the Director of Geology and Mining, Assam or the Principal Chief Conservator of Forest or any other authority specified by the director or the Principal Chief Conservator of Forest or by any Government Notification ;
- (p) 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 previous 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 previous approval of the State Government.

(3) No mining lease/permit shall be granted in reserved and protected forest areas without clearance from the Forest Department and without consulting the Divisional Forest Officer concerned. The competent officer shall consult the Divisional Forest Officer before making his own recommendations for the grant of the lease/permit :

Provided that if any reference by the competent authority to the Divisional Forest Officer concerned fails to elicit any reply within 60 days from the date of reference, the concurrence of the Divisional Forest Officer shall be presumed :

Provided further that if there be any difference of opinion between the competent authority and the Divisional Forest Officer, the Deputy Commissioner of the District or in case of autonomous hill district, the Chief Executive Member of the District Council shall decide on point or points of difference and his decision thereon shall be final.

CHAPTER - III

GRANT OF MINING LEASES

5. Power to grant mining leases :-

A Mining lease shall be granted by -

(i) The Director in respect of the minor minerals for industrial and specific uses as specified in SCHEDULE 'X'.

(ii) The Principal Chief Conservator of Forests or any officer authorised by him on this behalf in respect of the minor minerals for uses other than in industry as specified in SCHEDULE 'Y'.

6. APPLICATION FOR GRANT OF MINING LEASE :-

(1) An application for grant of a mining lease shall be made to the Director in respect of the minor minerals specified in Schedule - 'X' and to the Principal Conservator of Forest or his authorised agents in respect of minor minerals specified in Schedule 'Y' in FORM - 'A'.

(2) Every application for the grant or renewal of the mining lease/permit shall be accompanied by

- (i) a fee of two hundred rupees :
- (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 from the Director :

Provided that where a person has furnished an affidavit to the satisfaction of the Director or the Principal Chief Conservator of Forest or his authorised agent that he does not hold or has not held a mining lease/permit, it will not be necessary for him to produce the said valid clearance certificate :

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 :

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 thereunder.

(iii) A deposit of five hundred rupees for meeting the preliminary expenses in connection with the grant of mining lease/permit.

(3) The Director or the Principal Chief Conservator of Forests or his authorised agents may, for reasons to be recorded in writing relax the provisions of clause (ii) of sub-rule (2).

7. Acknowledgement of application :-

(1) Where an application for the grant or renewal of a mining lease is delivered personally, its receipt shall be acknowledged forthwith.

(2) Where such application is received by registered post, its receipt shall be acknowledged within seven days of receipt.

(3) The receipt of every such application shall be acknowledged in Form 'C'.

8. Disposal of application for mining lease :-

(1) 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.

(2) If an application is not disposed of within the period specified in sub-rule (1), it shall be deemed to have been refused.

9. Renewal of Mining Lease :-

(1) An application for the renewal of mining lease shall be made to the Director in respect of the minor minerals specified in Schedule 'X' and to the Principal Chief Conservator of Forests or his authorised agents in respect of the minor minerals specified in Schedule 'Y'.

(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 competent 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.

10. Refusal of application for grant or renewal of mining lease :-

The Director or the Principal Chief Conservator of Forests or his authorised agents 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 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 the lease on account of any conditions imposed under sub-rule (5) of rule 16 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 (iii) of sub-rule (2) of rule 6 has not been expended 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.

12. Period of mining lease and renewal :-

(i) The period for which a Mining Lease be granted or renewed shall not ordinarily be more than five years but if the Director or the Principal Chief Conservator of Forests considers that a longer period of lease is necessary for proper development and economic exploitation of

the mines and working on a large scale, he may grant or renew the lease for periods exceeding five years with the prior approval of the State Government.

(2) A mining lease may be renewed for two periods each not exceeding the period for which the lease was originally granted.

(3) Notwithstanding anything contained in sub-rule (2), if the Director or the Principal Chief Conservator of Forests is of the opinion that in the interest of mineral development is necessary to do, he may, 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 scale, to the Directorate and duly approved by the Director for the lease area so granted prior to the execution of the lease deed under rule 18.

(i) 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.

(ii) The plan of the area showing 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 of the lease.

(iii) The extent of manual mining or mining by use of machinery and mechanical devices.

(iv) The details of scheme for restoration of the areas by afforestation, land reclamation, use of pollution control devices and such other measures as may be directed by the director from time to time.

(v) Any other matter which the Director may require the applicant to provide in the mining plan.

14. Mining Operations to be in accordance with mining plan :-

(1) Mining operations shall be under taken in accordance with the mining plan submitted so and duly approved by the Director.

(2) A Mining plan may be modified with the prior approval of the Director during the operation of a mining lease.

15. Rule 13 shall not apply in case of the grant or renewal of mining lease/permit in respect of minor minerals like ordinary sand, gravel, lime kankar, pebbles, etc. extraction of which does not involve use of machineries and extraction permit of which are granted for a period not exceeding six months.

16. Conditions of mining lease :-

(1) Every mining lease shall be subject to the following conditions :-

(a) The lessee shall pay royalty on the minor mineral/minerals removed or consumed by him or by his agents, contractors, sub-lessee from the leased area at the rates specified in the Second Schedule at such times and in such manners as the Director may prescribe.

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

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

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

(e) The lessee shall pay, for every year except the first year of the lease, such yearly dead rent at the rates specified in the Third Schedule, and if the lease permits the working of more than one mineral in the same area, the Government shall not charge separate dead rent in respect of each mineral :

Provided that the lessee shall be liable to pay the dead rent or royalty in respect of each mineral which ever be higher but not both.

(f) The lessee shall also pay, for the surface area used by him for the purpose of mining operations, surface rent at such rate not exceeding 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 previous approval of the Central Government.

(h) Unless the Director or the Principal Chief Conservator of Forests or his authorised 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 workman-like manner and shall not work it in such a manner as may prove dangerous to human life or cattle.

EXPLANATION :-

For the purpose of this clause, mining operations shall include the erection of machinery, laying of tracks or 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.

(j) The lessee shall not carry on or allow to be carried on, any mining operations at any point within a distance of fifty metres from any railway line, except under and in accordance with the written permission of the railway administration concerned, fifty metres from any reservoir, canal or other public works, or buildings, seventy five metres from bridges or highways, except under and in accordance with the previous permission of the competent authority.

(k) The lessee shall keep correct accounts showing the quantity and other particulars of all minor minerals obtained and despatched from the mine data-wise, the prices obtained for such minerals, the number and nationality of persons employed therein, and shall allow any officer authorised by the State Government in this behalf or by the competent authority to examine at any time any account, plan and record maintained by him and shall furnish the State Government or the Director or such Officer authorised by the State Government with such information, plans and returns as it of he may require.

(l) The lessee shall allow any officer authorised by the State Government or the Director or the Principal Chief Conservator of Forests to enter upon any building, excavation or land comprised in the lease for the purposes of inspecting the same.

(m) The Director or the Principal Chief Conservator of Forests shall at all times have the right of pre-emption of the minerals won from the land in respect of which lease has been granted :

Provided that the fair market price prevailing at the time of pre-emption shall be paid to the lessee for all such minerals.

(n) The lessee shall submit an annual return on minerals raised, despatched, royalty paid, etc. in Form 'J' to the Director or the Principal Chief Conservator of Forest as the case may be by the 20th of April for the preceding Financial year.

(o) The lessee shall without delay send to the Director 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 the working of quarries/mines.

(p) The lessee 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/quarry which in its opinion requires such strengthening or support for the safety of any railway, reservoir, 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.

(r) The lessee shall take adequate measures for planting in the same area or any other area selected by the Directorate or the Forest Department not less than 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.

(s) The lessee shall pay to the owner of the surface of the land such compensation as may become payable under these rules.

(2) When a mine is opened or closed or there is change of agent or manager, the lessee shall forthwith communicate the actual date of opening or closing or change, as the case may be in writing in Form 'K' to -

- (i) The Director of Geology and Mining, Assam.
- (ii) The Principal Chief Conservator and Forest and other concerned Forest Officials.
- (iii) The District Magistrate/Deputy Commissioner of the District in which the mine/quarry is situated.

(iv)

(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 Deputy Director of Mines Safety, Digboi, Sub -Region, Digboi.

Whenever --

(a) the depth of the quarry measured from its highest to its lowest point reaches six metres ; and /or,

(b) the number of persons employed in the quarry on any 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 adjacent area ;
- (h) the entering and working in a reserved or protected forest ;
- (i) the securing of pits and shafts ;
- (j) the indemnity to Government against claims of third parties ;
- (k) the maintenance of hygienic conditions in the mining areas ;
- (l) the delivery of possession of lands and mines on 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 of emergency.

(5) The Director or the Principal Chief Conservator of Forest 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 (1) the State Government or the Director or the principal Chief Conservator of Forest 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 be, 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 (e), or (f) of sub-rule (1), 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.

17. Preferential rights of certain persons for mining lease :-

(1) Whenever more than one application are received for grant of a mining lease the Director or the Principal Chief Conservator of Forest or his authorised agents shall dispose of the applications in order of preference specified below :-

- (a) Applications of Government Departments, Government Corporations and Government Companies ;
- (b) Applications of Labour Contract Co-operative Societies ;
- (c) Other applications ;

(2) Where two or more persons other than those mentioned at clause (a) and (b) of sub-rule (1) have applied for a mining lease in respect of the same land, the applicant whose application was received first shall have a preferential right for the grant of the lease over others.

Provided that where any such applications are received on the same day, the competent authority after taking into consideration the matters specified in sub-rule (3), may grant the quarry lease to such one of the applications as he may deem fit.

(3) The matters referred to in sub-rule (2) are the following :-

- (a) Any special knowledge of or experience in mining or quarrying operations possessed by the applicant ;

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- (b) The financial resources stability of the applicant ;
- (c) The nature and quality of technical staff employed or to be employed by the applicant ;
- (d) the end use of the mineral by the applicant ;
- (e) such other matters as may be prescribed.

(4) The Director or the Principal Chief Conservator of Forest may, for special reasons to be recorded in writing and with the previous approval of the State Government grant a mining lease to an applicant whose application was received later in preference to an applicant whose application was received earlier.

18. Lease to be executed within three months :-

(1) Where on an application for the grant of mining lease, an order has been made for the grant of such lease, and thereafter a mining plan duly approved by the Director is submitted to the competent authority, a lease deed in Form 'F' or in a Form as near thereto as circumstances of each case 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 Director or the Principal Chief Conservator of Forest or their authorised agents 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 executed under sub-rule (1).

19. Security deposit :-

An applicant for a mining lease shall, before the deed referred to in rule 18 is executed, deposit as security for the due observance of the terms and conditions of the lease, a sum of two thousand rupees.

20. Survey of the area leased :-

When mining lease is granted by the Director, arrangements shall be made by the competent authority at the expense of the lessee for the survey and demarcation of the area granted under the lease, as and when it is deemed necessary.

21. Rights of lessee :-

Subject to the conditions mentioned in rule 14 the lessee in accor-

dance with the lease deed executed under rule 18 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.

22. 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 State 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.

23. Length and breadth of area leased :

Except in case of minor minerals like ordinary sand, gravel, lime shell, lime Kankar, pebbles, murram, etc. the length of an area granted under a mining lease shall not exceed four times its breadth :

Provided that in case of bedded deposits, the length may not be more than twice the breadth measure along the dip.

24. 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.

25. Lapsing of leases :-

(1) Subject to the other conditions of these rules where mining operations are not commenced within a period of six months from the date of execution of the lease or is discontinued for a continuous period of six months after commencement of such operations, the Director or the Principal Chief Conservator of Forest or their authorised agent shall, by an order declare the mining lease as lapsed and communicate the declaration to the lessee.

(2) Where a lessee is unable to commence the mining operation within a period of six months from the date of execution of the lease deed, or discontinues mining operations for a period exceeding six

months for reasons beyond his control, he 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 or discontinuance thereof, pass an order before the date on which the lease would have otherwise lapsed, extending or refusing to extend the period of the lease :

Provided that where the competent authority on receipt of an application under sub-rule (2) does not pass an order before the expiry of the date on which the lease would have otherwise lapsed, the lease shall be deemed to have been extended until the order is passed by the competent authority or until a period of six months, whichever is earlier.

EXPLANATION :

Where the non-commencement of the mining operations within a period of six months from the date of execution of lease deed is on account of delay in :-

- (a) acquisition of surface rights ; 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 able to furnish documentary evidence in support of his application, the competent authority may consider whether they are sufficient reasons and/or beyond control of lessee for the non-commencement of operations.

26. Registration of Mining Lease :-

A mining lease granted under these rules shall be registered in accordance with the provisions of the Indian Registration Act, 1908.

27. 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 these 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.

28. 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 law in force at such commencement, pay royalty in respect of any minor mineral removed or consumed by him or by his agents, contractors or sub-lessee from the lease hold area after such commencement at rates for the time being specified in the Second Schedule 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 specified in the Second Schedule in respect of that Mineral.

(3) The State Government may, by notification in the official Gazette, amend the Second Schedule so as to enhance or reduce the rate at which royalty shall be payable in respect of any minor mineral with effect from such date as may be specified in the notification :

Provided that the rate of royalty in respect of any minor mineral shall not be revised more than once during any period of three years.

CHAPTER -III

TRANSFER OF MINING LEASE

29. Transfer of mining lease:-

(1) The lessee shall not, without the previous consent in writing of the Director or the Principal Chief Conservator of Forest.

(a) assign, sublet, mortgage, 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 substantially controlled by any person or body of persons other than the lessee ;

Provided that the Director or the Principal Chief Conservator of Forest shall not give his written consent unless --

- (i) The lessee has furnished an affidavit alongwith his 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;
- (iii) the transfer or and transferee produce valied clearance certificate of payment of mining dues such as royalty, dead rent, surface rent, cess, etc.

(2) The lessee may subject to conditions of sub-rule (1) and with the previous approval of the Director or the Principal Chief Conservator of Forest assign or transfer his lease or any right title or interest to a person of Indian nationality on payment of a fee of one hundred rupees to State Government.

30. Transfer of lease to be executed within three months :-

Whereon an application for transfer of a mining lease under rule 29 the Director or the Principal Chief Conservator of Forest has given consent for transfer of such 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 competent authority may allow in this behalf.

CHAPTER - IV

31. Grant of Mining Permits :-

(1) On an application made to him, the competent authority may grant a mining permit in Form 'L' to any person to extract and remove from any specified land any minor mineral not exceeding three thousand cubic metres in quantity under any one permit on prepayment of royalty at the rates specified in Second Schedule. 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 the mineral has been applied for.

(2) The competent authority may refer the issue of such permits for reasons to be recorded by him in writing.

32. Application for Mining Permits :-

(1) An application for mining permit shall be made in Form 'M' and shall be accompanied by -

(a) a fee of Rupees five hundred only ;

(b) a valid up-to-date clearance certificate of mining dues if any from the competent authority.

(2) Every application of an mining permit shall if the lands from which the minor mineral is to be extracted are lands other than Government land, be accompanied by 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 by the applicant.

(3) Every application for the extension of the period of the permit shall be accompanied by a fee of Rupees five hundred.

(4) The area applied for grant of mining permit shall be in compact block covering not more than four hectares.

33. Disposal of application for mining permits.

(1) An application for the grant of mining permit shall be disposed of by the competent authority within thirty days from the date of its receipt.

(2) If any application is not disposed of within the time specified in sub-rule (1) it shall be deemed to have been rejected. Provided, however, that the competent authority may consider to dispose of the application after the said period of thirty days but not exceeding sixty days from the date of receipt of the application after obtaining prior approval from the Government.

34. Condition on which the mining permit shall be granted :-

(1) Every mining permit granted under rule 32 shall contain a condition that depth of the pit below the surface shall not ordinarily exceed three metres and for digging pits beyond three metres the permit holder shall obtain the permission of the competent authority.

(2) Any mining permit granted under rule 32 may contain such other conditions as the competent authority may deem necessary in regard to the following matters, namely :-

- (a) time limit, mode and place of payment of rents and royalties ;
- (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 on surface operation 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 lands on expiry of such period or on the removal of the quantity of the minor mineral for which the permit is valid.
- (h) forfeiture of property left after cancellation of the permit ; and
- (i) disposal of mineral in stock at site after expiry of the permit.

(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 by the competent authority.

(4) The competent authority after such enquiry and verification, as they may deem necessary, shall assess amount of royalty and penalty for the excess quantity at the end of prescribed period.

CHAPTER - V

REVISION

35. 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.

Provided that any such application may be entertained after the said period of two months, if the applicant satisfied the State Government that he had sufficient cause for not making the application within the specified time.

(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 (1), 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).

36. Orders on revision application :-

On receipt of an application for revision under rule 36 the State Government confirm, modify or set aside the order or pass such other order in relation there to 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.

37. Opportunity for being heard :-

No order under rule 36 shall be passed against any person interested unless he has been given an opportunity to represent his case and being heard.

38. Stay of order :-

Notwithstanding anything contained in rule 37 the State Government may, for sufficient cause, stay the execution of the order against which a revision application is pending for final disposal.

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CHAPTER - V

MISCELLANEOUS

39. Power to rectify apparent mistakes :-

The Director or the Principal Chief Conservator of Forest 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 for grant of a mining lease :

Provided that no order prejudicial to any person shall be passed unless he has been given a reasonable opportunity for stating his case.

40. 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.

41. Revision suo-moto :-

The Director or the Principal Chief Conservator of Forest may either suo-moto at any time or on an application made within sixty days, call for and examine the record 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.

42. Relaxation of Rules in special cases :-

In any case regarding grant of mining lease/permit in which if the State Government is of the opinion that public interest so requires, it may relax the provisions of these rules.

43. Challans, Registers, returns and signboard :-

(1) Every lease or permit holder who intends to despatch minor minerals by rail, road or river shall issue challan in Form 'O' to the carriers who shall produce the same on demand by the competent authority or any other officer authorised by him.

(2) Every lease or permit holder shall maintain a Register in which day to-day transaction shall be entered and shall be subject to verification by the competent authority or any other Officer authorised by him from time to time.

(3) Every lessee or permit holder shall submit every month to the Director or to the Principal Chief Conservator of Forest or his authorised agents a true and correct return for minor minerals in Form 'H' 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 authorised by him in this behalf to inspect, verify and check the accounts of the minerals.

(5) If the accounts, returns and other evidence produced by the lessee, permit holder or any other person who has removed minor minerals are in the opinion of any of the officers authorised under rule 43 (2) incorrect, incomplete or unreliable either wholly or partly, the officer concerned shall report to the director or to the Principal Chief Conservator of Forest who shall proceed to assess to the best of his judgement the amount of royalty due from the assessee and the decision of the Director or the Principal Chief Conservator of Forest as the case may be shall be final.

44. Penalty for failure to furnish documents :-

Should any lessee or permit holder or his transferee or assignee fail to furnish the documents required to be maintained under these rules or refuse entry for inspection by the director or the Principal Chief Conservator of Forest to any other officer, authorised by him in this behalf or Deputy Commissioner or any other, officer authorised by the Government, he shall be punishable with simple imprisonment for a term which may extend to three months or with fine which may extend to two thousand rupees or both.

45. Penalty for filling 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 orders are passed by the competent authority he shall be given a reasonable opportunity of showing cause against the same.

(2) If any lessee or permit holder fails to file the return as speci-

fied in rule 43 (3) within the prescribed period, he shall be liable to pay as penalty as sum of Rupees twenty for every day after expiry of the prescribed date during the period, the lessee or permit holder fails to furnish the required return.

46. Penalty :-

(1) If any driver 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 authorised by him or Deputy Commissioner or any officer authorised by him, he shall be punishable with simple imprisonment which may extend to six months or with fine which may extend to two thousand Rupees or with both.

(2) Whoever removes minor minerals without valid lease/permit or on whose behalf such removal is made otherwise than in accordance with these Rules he be presumed to be a party to the illegal removal of the minor mineral and shall be liable to pay royalty or penalty which may extend upto four times the rate of royalty specified for the minor mineral in Second Schedule without prejudice to other action being taken against him under these rules or any other law for the time being in force.

47. Compounding of offence :-

The competent officer with the approval of the Deputy Commissioner compound a case instituted against any person.

Where a case has been instituted by any officer authorised by the Director or the Principal Chief Conservator of Forest may with the approval of the Director or the Principal Chief Conservator of Forest compound a case instituted against any person.

48. Exemptions :-

Notwithstanding 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 extractions are not done for the purpose of sale, but are required for bonafied 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 aforesaid exemptions do not afford immunity from any action which might be taken under the provision of any existing rules or Acts of the State or Central Government for unauthorised 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 authorised by it in this behalf.

49. Restriction on use of any particular Minor Mineral Deposit :-

(1) No minor mineral deposit of a particular area shall be used for non-industrial purposes when the same is useful for better exploitation in industrial decorative or architectural purposes.

(2) To exploit any minor mineral deposit of a particular area the Principal Chief Conservator of Forest or the Deputy Commissioner or any Officer authorised them shall consult the Director regarding the suitability of 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 is 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.

50. Repeal and saving :

(1) All Rules or executive instructions on the subject in force within the State of Assam including the rules for quarrying or the collections of minor minerals from forest or non-forest areas contained in any Forest Rules of Assam 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.

LIST OF MINOR MINERALS

(As defined under S. 3(e) of MMRD Act. 1957 and further declared as such 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 70 :- 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 silyicrete cement ;
- (vi) for manufacture of Sodium silicate ;
- (vii) for manufacture of pottery and glass,

5. Boulder,

6. Shingle,

7. Chalcedony or impure quartz, pebbles used for ball mill purposes or filling for bore wells or for decorative purposes in buildings,

8. Limeshell,

9. Kankar and

10. Limestone

11. Murram,

12. Brick-earth,

13. Fuller's earth,

14. Bentonite,

15. Road metal,

16. Reh-matti,

17. Slate and

18. Shale

19. Marble.

When used in kilns for manufacture of lime used as building materials.

When used for building material.

20. Stones used for making household utensils,

21. Quartzite and sand stone, when used for purposes of building or for making road metal and house hold utensils.

22. Salt-petre.

SCHEDULE - 'X'

Rule 4 (i) and 7 (1)

Minor minerals for industrial and specific uses :-

- | | |
|--|--|
| (1) Building stone including Granite : | 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 etc. |
| | |
| (2) Marble | |
| (3) Fuller's earth | |
| (4) Bentonite | |
| (5) Lime Shell | When used in kilns for manufacturing of lime used as building materials. |
| (6) Kankar | |
| (7) Limestone of any grade | |
| (8) Brick earth | When used in mechanised brick plants. |
| (9) Quartzite and Sand Stone. | When used in cement manufacturing or in any other manufacturing industry. |
| (10) Ordinary clay | When used in cement manufacturing of in any industry other than Cottage Industry. |
| (11) Shale | |

SCHEDULE 'Y'

Rule 4 (ii) and 7 (1)

Minor minerals for uses other than in Industry :-

- | | |
|-------------------|---|
| (1) Gravel | When used in construction of roads and buildings other than mined in large scale for export and for construction of dams, dykes, bridges etc. |
| (2) Ordinary clay | Other than used in cement manufacturing or in any industry except cottage industry. |
| (3) Ordinary Sand | 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 sand shall not be treated as minor mineral when used for any of the following purposes :-

Purposes :-

- (i) Purpose of refractory and manufacture of ceramic
- (ii) Optical Purposes.
- (iii) Metallurgical Purposes.
- (iv) Purposes of stowing in coal mines.
- (v) For manufacture of siluicrete cement.
- (vi) For manufacture of Sodium silicate.
- (vii) 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. |
| (5) Shingle | |
| (6) Chalecedony or impure quartz pebbles. | When used for ball mill purposes or filling for bore wells or for decorative purposes in buildings. |
| (7) Murram | Other than brick-earth used in mechanised brick plants. |
| (8) Brick-earth | |
| (9) Road metal | |
| (10) Reh matti | |
| (11) Slate and Shale | When used as building materials and other than used in cement or other industry except Cottage Industry. |

- (12) Stones When used for making household utensils.
- (13) Quartzite and Sandstone. When used for purposes of building or for making road metal and household utensils other than used in cement manufacturing or in any other manufacturing industry.
- (14) Salt-petre.

THE FIRST SCHEDULE

- | | |
|--|--------|
| 1. Application for mining lease | Form A |
| 2. Application for renewal of mining lease | Form B |
| 3. Receipt of application for mining lease or renewals. | Form C |
| 4. Register of applications for mining lease. | Form D |
| 5. Register of mining lease | Form E |
| 6. Mining lease deed | Form F |
| 7. Transfer lease deed | Form G |
| 8. Monthly return of minor minerals raised. | Form H |
| 9. Quarterly royalty statement | Form I |
| 10. Annual return on minor minerals raised, despatched, royalty paid manpower employed, etc. | Form J |
| 11. Notice of opening, closing or change | Form K |
| 12. Form of Mining permit for minor minerals. | Form L |
| 13. Form of application for mining permit. | Form M |
| 14. application for revision | Form N |
| 15. form of Challan for Transport of minor minerals. | Form O |

FORM - A

APPLICATION FOR MINING LEASE

[Sub-rule (1) of Rule (6)]
(to be submitted in duplicate)

Received at(place)
at.....(hour)
on(date)

Initial of Receiving Officer

To

.....
.....
.....

Sir,

I/We request that a mining lease under the Assam Minor

1. Mineral Concession Rules, 19..... May be granted to me/us.
2. A sum of Rs. 200/- and Rs. 500/- being the fees in respect of this application and preliminary expenses respectively payable under sub-rule (2) of rule 5 of the said rule have been deposited in the Government Treasury (Vide challan No..... dated.....of.....Treasury.....)

3. The required particulars are given below :-
 - (i) Name of the applicant with complete address :
 - (ii) Is the applicant a private individual/Private Company/Public company/Public Sector undertaking/Co-operative society/firm or association/Joint Sector undertaking or any other.
 - (iii) In case the applicant is -
 - (a) an individual, his nationality, qualification and permanent residency.
 - (b) a private company its place of registration and copy of certificate of incorporation and the nationality of the members/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 Directors.
 - (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 members, its place of registration and a copy of the certificate of registration.

(iv) Profession or nature of business of the applicant

4. Particulars of documents appended :

- (i) Mining dues clearance certificate.
- (ii) OR

Affidavit in lieu of mining dues clearance certificate subject to the production of mining dues clearance certificate within ninety days of making application : OR

(iii) Affidavit when not holding any mining lease.

5. Mineral/Minerals which the applicant intends to mine.

6. Period for which mining lease is required.

7. Extent of the area for which mining lease is required.

8. Details of the area in respect of which mining lease is required.

District	Mouza	Village	Plot No./Dag No.	Areas	Ownership/occupancy

9. In case the area applied for lease is under forest, then the following particulars be given :-

- (i) Forest Division, Block and Range.
- (ii) Legal status of the forest whether reserved.
- (iii) Whether it forms part of a National park or wild life sanctuary
- (iv) Type and extent of Vegetation in the area.

10. A sketch plan should be submitted on scale showing the following :

- (i) the area applied for lease together with boundary, if any, of any other existing/mining lease in case the area applied for has any commonpoint or line with the boundaries of existing quarry lease ;
- (ii) 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 ;
- (iii) all important surface and natural features (namely roads, railway, wells, religious place, public place, cremation ground Government establishments, streams, etc.) ;

11. 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 ;

12. Manner in which the mineral raised is to be utilised :
(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.)
13. Financial resources of the applicant :
14. 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 you.

Place : Yoursfaithfully,
Date : Signature of the applicant.

- Note : 1. If the application is signed by an authorised agent of the applicant, then the power of Attorney should be attached.
2. The application should relate to one compact area only.

FORM - B

APPLICATION FOR RENEWAL OF MINING LEASE
[Sub-rule (1) of Rule (10)]
(to be submitted in duplicate)

Received at (place)
at (hours)
at (date) Dated, the.....19

To

Initial of Receiving Officer

Sir,
I/We request for renewal of my/our mining lease under the Assam Minor Mineral Concession Rules, 19.....

2. A sum of Rs. 200/- being the application fee payable under sub-rule (2) of rule 5 of the said rules has ben deposited in the Government treasury (vide challan No.....dated.....of.....treasury.....)

3. The required particulars are given below :-

- (i) Name of the applicant with complete address ;
- (ii) Is the applicant a private individual/private company/Public company/co-operative society/firm or association/public sector undertaking/joint sector undertaking or any other.
- (iii) Profession or nature of business of applicant ;
- (iv) Reference of the valid clearance certificate of payment of mining dues (copy enclosed) :
- (v) (a) particulars of the mining lease granted earlier ;
(b) Particulars of the mining lease of which renewal is desired ;
(c) Details of previous renewal granted, if any ;
- (vi) Period for which renewal of quarry lease is required ;
- (vii) (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 ;
- (viii) (a) Does the area applied for lease fall in Govt. land ;

(b) If not, 'No Objection certificate' for undertaking mining operations has to be obtained from the owner/occupier/District Council in writing and be filed ;
- (ix) Particulars of the areas mineral-wise in each district the applicant or any person joint in interest with him :
(a) already holds under mining lease ;
(b) has already applied for but not granted ;
(c) being applied for simultaneously ;
- (x) Manner in which the mineral raised is to be utilised:
(a) if for captive use, the location of plant and Industry ;
(b) if for sale, whether mineral will be supplied in raw form or after processing (i.e. crushing/grinding/beneficiation/calcing).
- (xi) Details of output during the lease period held :

4. A mining plan to the scale to be attached with the application. The plan should incorporate the following :-

- (i) the plan of the area applied for showing location, boundaries, natural water courses, forest areas ; assesment of impact of mining activity on forest, land surface, and environment including air and water pollution.
- (ii) the spot or spots where the excavation is to be done in the first year and its extent ; a tentative scheme of mining yearwise for the subsequent years of the lease period ;

FORM - F
MODEL FORM OF MINING LEASE

THIS INDENTURE made this..... day of...19 between the Government of Assam (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. (Name of person with address and occupation) (hereinafter referred to as "the lessee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns)

When the lessees are more than one individual (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).

When the lessee is a registered firm.(Name and address of partner), son of of.....son of..... ofall 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 (herein after 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.)

When the lessee is a registered Co.(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 permitted assigns) on the other part. WHEREAS THE lessee/lessees has/have applied to the State Government in accordance with the Assam Minor Minerals Concession Rules, 19..... (hereinafter referred to as the said Rule) for quarry lease for in respect of the lands described in part I of the Schedule hereun-

THE ASSAM GAZETTE, EXTRAORDINARY, MAY 4, 1995

FORM - E

REGISTER OF MINING LEASES

Sl. No.	Name of the lessee with complete address	Date of application	Date on which application was received by the receiving officer	No. & Date of grant of lease with references	Mineral for which lease has been granted	Period for which lease has been granted	Date of execution of lease deed	Total area for which lease has been granted
1	2	3	4	5	6	7	8	9

Situation of the land i.e. district Mouza village forest range where applicable etc	Dag No. with area	Mineral/minerals added to the lease with date	Date and period of renewal	Date of change together with details of change that take place in name and other particulars of the holder of mining lease.	Date of assignment or transfer of lease if any, and the name and address of the assignee/transferee	Date of expiry or relinquishment or cancellation	Remarks	Signature of the officer
10	11	12	13	14	15	16		

der written and has/have deposited with the State Government the sum of Rs..... as security and the sum 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 hereunder written reserved and contained and on the part of the lessee/lessees to be paid, observed and performed the State Government hereby grants and demises into leasee/lessees.

All those the mine, 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, powers 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 hereby granted and demise upto the lessee/lessees from the..... day 19..... for the terms of years thence next ensuing YIELGING AND PAYING therefore upto State Government the several rents and Royalties mentioned in Part V of the said schedule at respective times there 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 VII of the said schedule is expressed and the State Govt. hereby covenants with the lessee/lessees as in part VIII of the said schedule as expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said 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

PART-I

The Area of this lease

Location and area of the lease :-

All that tract of lands situated at
 (description of area or areas) in..... (Mouza), in
 the Registration District of
 sub-district and
 Thana..... bearing cadastral Survey
 Nos..... containing an area of
 thereabouts delineated on
 the plan hereto annexed and thereon coloured
 and bounded as follows :-

On the North by

On the South by

On the East by

and

On the West by

hereinafter referred to as 'the said lands'

Part-II

Liberties, powers and privileges to be exercised and enjoyed by the lessee/lessees subject to the restrictions and conditions in part III.

To enter upon land & search for, win, work etc.

1. Liberty and power at all times during the terms hereby demised to enter 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.

To sink, drive and make pits, shafts, and inclines etc.

2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive maintain and use in the said lands any pits, shafts, inclines, drifts, levels, waterways, airways and other works (and to use maintain, deepen, or extend any existing works of the like nature in the said lands).

To bring to use machinery, equipments etc.

3. Liberty and power for or in connection with any of the purposes mentioned in this part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, furnaces, coke ovens, brick-kilns, workshops, store houses, bungalows godowns, sheds and other buildings and other works and conveniences of the

like nature on or under the said lands.

To make roads and ways etc. and use existing roads and ways.

4. Liberty and power for or in connection with any of the purposes mentioned in this part to make any streamways, railways, aircraft landing grounds and other ways in or over the said lands and to use, maintain, and repass with or without horses, cattle, wagons, aircrafts, locomotives, or other vehicles over the same (or any existing streamways, railways, roads, and other ways in or over the said lands) on such conditions as may be agreed to.

To get building and road materials etc.

5. Liberty and power for or in connection with any of the purposes mentioned in this part to quarry and get stone, gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such materials, bricks or tiles.

To use matter from streams etc.

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 Deputy Commissioner/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 course, 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 accustomed nor in any way to foul or pollute any streams or springs. Provided that the lessee/lessees shall not interfere with navigation in any navigable stream not shall divert such stream without the previous written permission of the State Government.

To use and for stacking, heaping, depositing purpose

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.

Beneficiat
ion and
convey-
ing away
of produc-
tion.

8. Liberty and power to enter upon and use a sufficient part of the said lands to beneficiate any mineral produced from the said lands and to carry away such beneficiated mineral.

To clear
brushwood
and to fell
and utilise
trees etc.

9. Liberty and power for or in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as provided in relevant clause of part III of this schedule to clear undergrowth and brushwood and to fell utilise any trees or timber standing or found on the said lands provided that the State Govt. may ask the lessee/lessees to pay for any trees or timber felled and utilised by him/them at the rates specified by the Deputy Commissioner/Collector or the State Government.

PART - III

Restrictions and conditions as to the exercise of the Liberties, Powers and Privileges in Part II.

No build-
ing etc.
upon cer-
tain pla-
ces.

1. 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 works or purposes not included in the lease. The lessee/lessees shall not also interfere with any rights of way, well or tank.

Permi-
ssion for
surface op-
erations
in & land
not al-
ready in
use.

2. Before using for surface operations any land which has not already been used for such operations, the lessee/lessees shall give to Dy. Commissioner/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 Deputy Commissioner/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.

To cut trees in unreserved lands.

3. The lessee/lessees shall not without the express sanction of the Dy. Commissioner/Collector cut down or injure any timber or trees on the said land but may without such sanction clear away any brushwood or under growth which interfere with any operations authorised by these presents. The Deputy Commissioner/Collector or the State Government may require the lessee/lessees to pay for any trees or timber felled and utilised by him/them at the rates specified by the Deputy Commissioner/Collector of the district.

To enter upon reserved forests.

Notwithstanding anything in this schedule contained the lessee/lessees shall not enter upon any reserved forest included in the said lands without previous sanction in writing of the District Forest Officer nor fell, cut and use any timber or trees without obtaining the sanction in writing of that officer nor otherwise than in accordance with such conditions as the State Government may prescribe.

No mining operations within 50 metres of public works etc.

5. The lessees shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 50 metres from any railway line except with previous written permission of the Railway Administration concerned or under or beneath any ropeway or any ropeway trestle or station, except under and in accordance with the written permission 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 Dy. Commissioner/Director or any Officer authorised 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 metres shall be measured in the case of railway reservoir or canal horizontally from the outer to 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 metres of the outer edge of the cutting except with the previous permission of the Dy. Commissioner/Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission.

Explanation - For the purposes of this clause the ex-

pression '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.

Facilities
for adjoining
Govt.
licences
and leases.

6. The lessee/lessees shall allow existing and future holders of Government licenses or leases over any land which is comprised in or adjoins or is reached by the land held by the lease/lessees reasonable facilities of access there to.

PROVIDED that no substantial hindrance or interference shall be caused by such holders of licenses or leasee 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 Govt.) shall be made to the lessees by reason of 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 Deputy Commissioner.

8. The lessee shall also pay compensation for any damage, injury etc. done to the property of the occupier of the land of any other person as may be assessed by the Deputy Commissioner.

Now to de-
stroy/use
Forest pro-
duce.

9. The lessee shall not fell, cut and use any timber or trees including bamboos, canes and other forest produced 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 Assam Forest Regulations and the rules framed thereunder.

Rights
reserved
by Forest
Deptt.

10. The Forest Department reserves the exclusive rights to continue enforcement of all rules and regulation of the forest Department and to undertake any deptt. of operations as are usually done in Reserve Forest and also to entertain any such contracts for operation and movement of forest produc-

es etc. as are usually done in the Reserve Forest.

Not to interfere with activities of Forest Deptt.

11. The lessee shall in no case interfere with the activities of the Forest Deptt. in the Reserve Forest portion of the area for which the lease is granted as well as in the unclassified State Forest portion of the area wherein forest operation takes place under authority of the Forest Department licences issued nor shall interfere with the persons authorised by the Forest Deptt. 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, making of timber, inspections, etc. or any other activities as are usually done by the Forest Deptt. or by their authorised persons.

To avoid destruction of forest growth.

12. The lessee shall organise 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 Deptt. sufficient time shall be given to the Forest Deptt. to operate and remove the Forest produce under the provisions of the licences issued for the removal under the provisions of the licences issued for the removal of such forest produces.

Lessee to acquire prior permission to remove/fell out Forest produce.

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 Deptt. In case where felling and removal of trees in large numbers and or over large areas are concerned, the Forest Deptt. will have unfettered rights to deny such a permission.

Lessee to obtain prior permission to open road.

14. The lessee shall obtain written permission from the Divisional Forest Officer in advance in the event of opening any road inside the reserve forests.

Unrestricted right of Forest Deptt. to use roads.

15. (a) The Forest Deptt. and its contractors and persons authorised by the Forest Deptt. shall have unrestricted rights to use the roads in the Reserve Forests made by the lessee.

(b) The Forest Department reserves the rights to install check gates where control of illegal traffic and checking of

forest produces become necessary. The lessee and their contractors and employees shall abide by the restrictions imposed by the Forest Deptt. at such check gates as may be necessary in the matter of movement of their vehicles.

Decision
of the
Govt. of
Assam is
final.

16. In the event of disputes arising between the lessee and the Divisional Forest Officer in the matter of interpretation of any of the abovementioned clauses or the restrictions put forward thereunder, the decisions of the Govt. of Assam will be final.

PART-IV

Liberties, Powers and Privileges reserved to the State Government.

To work
other
minerals.

1. Liberty and power for the State Government or to any lessee or persons authorised 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, engines, machinery, plant, building, canals, tramways, railways, roadways and other works and conveniences as may be deemed necessary or convenient.

PROVIDED THAT in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with the liberties, 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.

To make
railways
roads etc.

2. Liberty and power for the State Govt. or any lessee or person authorised 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, crafts 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.

PART-V

Rents and Royalties Reserved by this lease.

1. The dead rent or royalty which ever is greater.

1. 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 shall be liable to pay the dead rent or royalty in respect each mineral which ever is higher in amount but not both.

Rate & mode of payment of dead rent.

2. Subject to the provision of clause 1 of this part, during the subsistence of the lease, the lessee/lessees shall pay to the State Government an 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 mineral per acre of the land demised and described in part I of the Schedule.

Period of the mining lease	Rate of dead rent per hr. per annum.
----------------------------	--------------------------------------

- | | |
|-------------------------|-----|
| 1. 1st year | Nil |
| 2. 2nd year and onwards | Rs. |

Rate and mode of payment of royalty.

3. Subject to the provision of clause 1 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 prescribe royalty in respect of any

mineral/minerals removed by him/them from the leased area at the rate for the time being specified in the Second Schedule to Assam Minor Mineral Concession Rules, 19.....

Payment
of surface
rent and
water
rate.

4. The lessee/lessees shall pay rent and water rate to the State Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents at the rate of Rs..... and Rs..... respectively, per annum per hectare of the area so occupied or used and so in proportion for any area less than a 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 shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right of access.

PART - VI

Provisions relating to the Rents and Royalties.

Rent and
royalties
to be free
from de-
duction
etc.

1. The rent, water rate and royalties mentioned in part V of this schedule shall be paid free from any deduction to the State Govt..... and in such manner as the State Government may prescribe.

Mode of
computa-
tion of roy-
alty.

2. For the purpose of computing the said royalties the lessee/lessees shall keep a correct account of the mineral/minerals produced and despatched. The Account as well as the weight of the mineral/minerals in stock or the process of export may be checked by an officer authorised by the Central or State Government.

Course of
action if
rents and
royalties
are not
paid in
time.

3. 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 at 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 manner as an arrear of land revenue.

PART-VII

The Covenants of the Lessee/Lessees.

Lessee to pay rents and royalties, taxes etc.

1. The lessee/lessees shall pay the rent, water rate and royalties reserved by this lease at such times and in the manner provided in 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 or imposed by the authority of the Central and State Government upon or in respect of the premises and works of the lessee/lessees in common with other premises and works of a like nature except demands for land revenue.

To maintain and keep boundary marks in good order.

2. The 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 of the shrubs and other obstructions as to allow easy identification.

To commence operations within six months and work in a workmanlike manner.

3. The lessee/lessees shall commence operation within six months from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for, win work and develop the said minerals without voluntary intermission in skillful and workmanlike manner in accordance with the mine plan so submitted and duly approved by the Director 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.

To indemnify Govt. against all claims.

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.

To secure
and keep
in good
condition
pits,
shafts
etc.

5. The lessee/lessees shall during the subsistence of this lease well and sufficiently secure and keep open with timber or other durable means all pits, shafts and workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of 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 workings in the said lands, except such as may be abandoned, accessible free from water and foul air as far as possible.

To
streng-
then and
support
the mine
to neces-
sary
extent

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.

To allow
inspec-
tion of
workings

7. The lessee/lessees shall allow any officer authorised by the 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 conducting every such section and shall afford them all facilities, information connected with them, the working of the 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.

To report
accident.

8. The lessee/lessees shall without delay send to the Deputy Commissioner and the Director or report of any accident causing death or serious bodily injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease.

To report
discovery
of other
minerals.

9. The lessee/lessees shall report to the Director or the Principal Chief Conservator of Forest the discovery in the leased area of any mineral not specified in the lease within sixty days of such discovery along with full particulars of the

nature and position of each such fund. 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 therefor.

To keep records and accounts regarding production and employment etc.

10. 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 which shall contain accurate entries showing from time to time :-

- 1) Quantity and quality of the said mineral/minerals realised from the said lands.
- 2) Quantities of the various qualities of minerals benefited or converted.
- 3) Quantities of the various qualities of the said minerals sold and exported separately.
- 4) Quantities of the various qualities of the said mineral/minerals otherwise disposed of and the manner and purpose of such disposal.
- 5) The price and all other particulars of all sales of said mineral/minerals.
- 6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.
- 7) 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 or a any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officer as the State Government shall in that behalf appoint to enter into and have free access to the said officers for the purpose of examining and inspecting the books of accounts, plans and records and to make copies thereof and make extracts therefrom.

To main-
tain plans
etc.

11. The lessee/lessees shall at all times during the said term 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 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 :

- (a) The subsoil and strata through which they pass.
- (b) Any mineral encountered.
- (c) 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 the State Government authorised in this behalf to inspect the same at all reasonable times. He/they shall also supply when asked for by the State Government/the Coal Controller/the Director, Geological Survey of India, the Director, Indian Bureau of Mines/Director of Geology and Mining, Assam, a composite plan of the area showing thickness, dip, inclination, etc. of all the same as also the quantity of reserves qualitywise.

11(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.

11(B) The lessee shall comply with provisions of the Mines Act, 1952.

11 (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 State Government from time to time at his own expenses.

11(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.

Act. 67 of 1957.

12. The lessee shall be bound by such rules as may be issued from time to time by the Government of India under Section 18 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 any way other than as prescribed under these rules.

To provide weighing machine.

13. Unless specifically exempted by the State Government lessee/lessees shall provide and at all times keep at or 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..... days previous notice in writing to the State Government. Director of Geology and Mining, Assam or the Deputy Commissioner of the district of every such measuring or weighing in order that same officer on his behalf may be present there at.

To allow test of weighing machine.

14. The lessee/lessees shall allow any person or persons appointed in that behalf by the State Government at any time or times during the said term to examine and test every weighing machine 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 in correct 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 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 of three months and the said rent and royalty shall be paid and accounted for accordingly.

To pay
compensa-
tion for
injury of
third par-
ties.

15. The lessee/lessees shall make and pay reasonable satisfaction and compensation for all damage, injury or disturbance of persons or property which may be done by or on 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 any such damage, injury or disturbance.

Not to
obstruct
working
of other
minerals.

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 alluds as the case may be reasonable means of access and safe and convenient passage upon and across the said lands to 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 or in consequence of the use of such passage by such lessees,

Transfer
of lease.

17. (i) The lessee/lessees shall not, without the previous consent in writing of the Director,

(a) assign, sublet, mortgage or in any other manner, transfer the quarry lease, or any right, title or interest therein ; or.

- (b) enter into or make any arrangement, contract or understanding whereby the lessee/lessees will or may be directly or indirectly financed to a substantial extent by or under which the lessee's operations or undertakings will or may substantially controlled by any person or body of persons other than the lessee/lessees.

PROVIDED THAT the Director shall not give its written consent unless -

(a) The lessee has furnished an affidavit alongwith 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 a belt 65 mts. wide surrounding it.

(3) The Director or the Principal Chief Conservator of forest may by order in writing, determine the lease at any time if the lessee/lessees has/have in the opinion of the Director or the Principal 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.

Not to be
financed
or con-
trolled by
a trust
corporati-
on, firm
or per-
son.

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 (enter 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.

Lessee shall deposit any additional amount necessary.

19. Whenever the security deposit of Rs. 1000.00 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 unappropriated part thereof to bring the amount in deposit with the State Government upto the sum of Rs. 1000.00.

Delivery of working in good order to State Govt. after determination of lease.

20. The lessee/lessees shall at the expiration or sooner determination of the said or any renewal thereof deliver upto 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 or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machinery set up by the lessee/lessees below ground which can not be removed without causing injury to the Mines or works under the said lands (except such of the same as may with the sanction of the State Government have become disused) and all buildings and structures of bricks or stone erected by the lessee/lessees above ground level in good repair, order and condition and fit in all respects for further working of the said mines and the said 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 selsewhere 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.

(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 of the Government particulars of the quantities, descriptions and prices of the said mineral or products 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 a notice in writing 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 this lease and during such possession or control the lessee/lessees shall conform to and obey all directions given by or on behalf of the State Government regarding the use or employment of such works, plants, premises and minerals provided that fair compensation which shall be determined in

default of agreement by the State Government shall be paid to the lessee/lessees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the 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 further than may be necessary to give effect to the provisions of this clause.

Employment of Foreign national.

22. The lessee/lessees shall not employ, in connection with the mining operations, any person who is not an Indian national except with the previous approval of the State Government.

Recovery of expenses incurred by the State Govt.

23. If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried or performed by the lessee/lessees be not so, carried out or performed within the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessee/lessees shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same and the decision of the State Government as to such expenses shall be final.

24. The lessee/lessees shall furnished :

Furnishing of Geophysical data.

(a) all geophysical data relating to mining fields or engineering and ground water surveys, such as anomaly maps, sections, plots, logging collected by him/them, and if any during the course of mining operation to the Director General, Geological Survey of India Calcutta and Director of Geology and Mining, Assam,

(b) All information pertaining to investigations of radio active minerals collected by him/them during the course of mining operations to the Secretary department of Atomic Energy, New Delhi, and to the Director of Geology & Mining, Assam.

Data or information referred to above shall be furnished every year reckoned from the date of commencement of the period of the mining lease.

To Store low grade ore for beneficiation.

25. In the absence of ready market for low grade mineral, the lessee who is operating or has undertaken to set up beneficiation plants shall properly store such low grade ore for further beneficiation.

To renew
quarry
lease.

3. The quarry lease shall be renewable for one or two periods each not exceeding the period specified in the original lease :

Provided that the Director or the Principal Chief Conservator of forest may for reasons to be recorded in writing reduce the area applied for, or refused 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 a further term from the expiration of the term hereby granted and is, otherwise eligible, he/they shall prior to the expiration of the last mentioned term give to the 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/lessees to be observed and performed upto the expiration of the term hereby granted. The State Government on receipt of application for renewal, shall consider it in accordance with rule 28 of the said rules and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessee/lessees and upon his executing and delivering to the State Government, if required, a counterpart thereof execute and deliver to the lessee/lessees a renewed lease of the said premises or part thereof for the further term of years at such rents, rates and royalties and on such terms and subject to such covenants and agreements, including this present covenant to renew as shall be in accordance with the Assam Mineral Concession Rules, 19..... applicable to..... (name of mineral) on the day next following the expiration of the term hereby granted.

Liberty to
determine
the lease.

4. The lessee/lessees may at any time determine this lease by giving not less than six calendar months notice in writing to the State Government or to such Officer or authority as the State Government may specify in this behalf and upon the expiration of such notice provided that the lessee/lessees shall upon such expiration render and pay all rents, water rates, royalties, compensation for damages and other moneys which 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 Government then this lease and the said term and the liberties, power and privileges hereby

- (iii) method of mining, i.e. the extent of manual mining and/or extent of mining by use of machinery and mechanical devices ;
- (iv) the details of scheme for restoration of the areas afforestation, land reclamation, use of pollution control devices ;

5. 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 you.

Place :

Yours faithfully,

Date :

Signature of the applicant

Note :- If the application is signed an authorised agents of the applicant, than the power of Attorney should be attached.

FORM - C

RECEIPT OF APPLICATION FOR MINING LEASE OR RENEWALS

[(Sub Rule (4) of Rule (8)]

GOVERNMENT OF ASSAM

Sl. No.....

Dated.....

Recieved the application with the foilowing enclosures for Quarry lease/renewal of lease of Sri/Sarvasri..... at.....(hour) on.....19.....for about.....hectares of land located in Village/Block/forest Range.....Mouza..... District.....for mining the minor mineral/minerals.

Enclosures :-

Place :

Date :

Signature and Designation
of Receiving Officer.

FORM - D

REGISTER OF APPLICATIONS FOR MINING LEASE

Sl. No.	Date of application for lease.	Time and date on which application was received by the Receiving Officer	Name of the applicant with complete address	Particulars of the minor mineral/minerals which the applicant desires to mine.	Estimated area of the land applied for lease	Situation and boundaries of the land applied for lease.	Name of Village, Mouza (or forest range)
1	2	3	4	5	6	7	8

Plot Nos & Dag Nos.	Application fee paid and preliminary expenses deposited.	Final disposal of the application together with number and order.	Remarks	Signature of the officer
9	10	11	12	13

granted shall absolutely cease and determine but without prejudice to any right or remedy of the lessor in respect of any branch or any of the covenants or agreements contained in these presents.

4. (A) The Director or/the Principal Chief Conservator of forest may on an application made by the lessee permit him to surrender one or more mineral 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 -

- (a) makes an application for such surrender of mineral at least six months before the intended date of surrender; and
- (b) 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.

Refund of security deposits.

5. On such date as the State Government may elect within 12 calendar months after the determination of this lease or of any renewal thereof, the amount of the security deposit paid in respect of this lease and then remaining in deposit with the State Government and not required to be applied to any of the purpose mentioned in this lease shall be refunded to the lessee/lessees. No interest shall run on the security deposit.

PART-IX

GENERAL PROVISION

Obstructions to inspection.

1. In case the lessee/lessees or his/their transferee/assignee does/do not allow entry for inspection by the officers authorised by the Central or State Government under clause (i), (j) or (l) of sub rule (1) rule 27 of said Rules, the State Government shall give notice in writing to the lessee/lessees requiring him/them to allow show cause within such time as may be specified in the notice why the lease should not be determined and his/their security deposit forfeited, and if the lessee/lessees fails/fail to show cause within the aforesaid time to the satisfaction of the State Government the State

Government may determine the lease and forfeit the whole or part of the security deposit.

Penalty in case of default in payment of royalty and breach of covenants.

2. If the lessee/lessees or his/their transferee or assignee makes/make any default in payment of rent or water rate or royalty as required by Section 9 of the Act or commits a breach of any of the conditions and covenants other than those referred to in covenant (1) above the State Government shall give notice to the lessee/lessees requiring him/them to pay the rent, water rate, royalty or remedy the breach, as the case may be, within sixty days from the date of receipt of the notice and if the rent, water rate and royalty are not paid or the breach is not remedied within such period, the State Government may without prejudice to any proceedings that may be taken against him/them, determine the lease and forfeit the whole or part of the security deposit.

Penalty for repeated breaches of covenants.

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 (1) 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 rent specified in clause 2, Part V.

Failure to fulfill the terms of leases due to 'Force Majeure'.

4. Failure on the part of the lessee/lessees to fulfill any of the terms and conditions of this lease shall not give the Central or State Government any 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 lessee/lessees 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 earthquake, tide, storm, tidal wave, flood, lightning explosion, fire earthquake and any other happening which the lessee/lessees could not reasonably prevent or control.

Lessee/lessees remove his/their properties on the expiry of lease.

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 or within six calendar months thereafter (unless the lease shall be determined under clause 1 and 2 of this Part and in that case at any time not less than three calendar months not

more than six calendar months after such determination) take down and remove for his/their own benefit all or any engines, machinery, plant, buildings, structures, tramways, railways, and other works, erections, and conveniences which may have been erected, set up, or placed by the lessee/lessees in or upon the said lands and which the lessee/lessees is/are not bound to deliver to the State Government under clause 20 part VII of this schedule and which the State Government shall not desire to purchase.

Forfeiture of properties left more than six months after determination of lease.

6. If at 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 any engines, machinery, plant buildings, structures tramways, railways and other work erections, and conveniences or other property which are not required by the lessee/lessees in connection with operations in any other lands held by him/them under prospecting licence or mining lease the same shall if not removed by the lessee/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 of the State Government and may be sold or disposed of in 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 lessee/lessees shall be given in writing to such person resident on the said lands as the lessee/lessees may appoint for the purpose of receiving such Notices and if there shall have been no such appointment then every such notice shall be sent to the lessee/lessees at the address recorded in this lease or at such other address in India as the lessee/lessees may, from time to time, in writing to the 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 shall not questioned or challenged by him.

8. If in any event the orders of the Director/State Government are revised or reviewed in pursuance or proceedings under Chapter IV of the Assam Minor Mineral Concession Rules, 19....., the lessee/lessees shall not be entitled to compensation for any loss sustained by the lessee/lessees in exercise of the powers and previlages conferred upon him/ them by these presents.

9. The lease is executed at..... (name of the city) in the State of Assam 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 realisable under the lease and in respect of all matters touching the relationship of the lessee and the lessor the suits (or appeals) shall be filed in the civil courts (at..... name of the city) and it is hereby expressly agreed that neither party shall be competent to file a suit or bring any action or file any petition at any place other than the courts named above at

10. For the purpose of stamp duty the anticipated royalty from the demised lands is Rs..... per year IN WITNESS WHEREOF these presents have been executed in the manner hereunder appearing the day and year first above written.

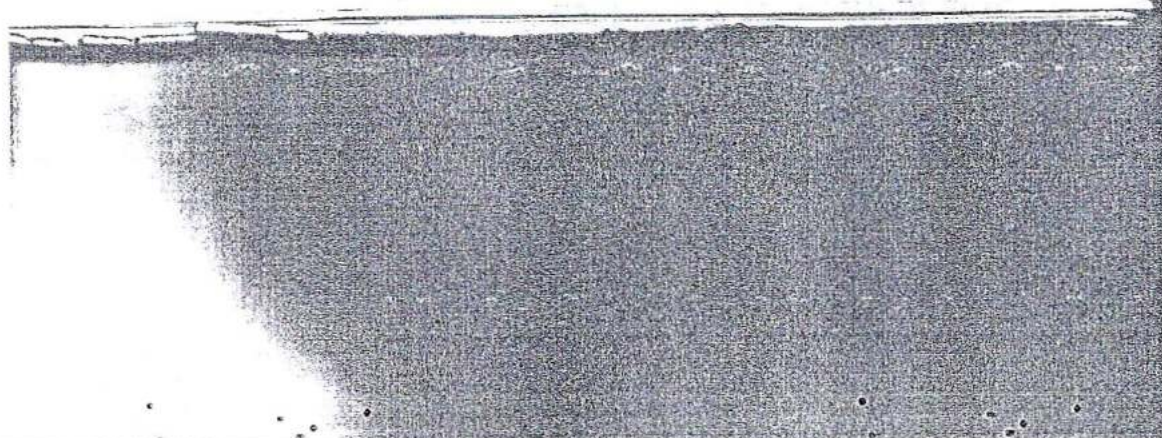
Signed by.....
 For and on behalf of the
 Governor of Assam in
 presence of.

- 1.
- 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 _____
 19 _____ between _____ (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.

When the transferors are more than one individual :-

_____ (name of the person with address and
 occupation) and _____ (name of person with address and
 occupation (hereinafter referred to as the "Transferor" which expres-
 sion shall where the context so admits be deemed to include their
 respective heirs, executors, administrators, representatives and their
 permitted assigns).

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 at _____ (hereinafter 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).

When the transferor is registered company :-

_____ (name of the company) a company
 registered under _____ (Act under which incorporated)
 and having its registered office at _____ (address)(hereinafter
 referred to as the "Transferor" which expression shall where the context
 so admits be deemed to include its successors and permitted assigns).

OF THE FIRST PART : AND

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).

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).

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 _____ (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).

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 Assam (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 land) 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 including a

covenant not to assign the lease or any interest thereunder without the previous sanction of the State Government.

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 permission to the transferor vide order No. _____ dated _____ 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) In consideration of Rs. _____ paid by the transferee to the transferor, the receipt of which the transferor hereby acknowledges, the transferor hereby conveys, assigns and transfers unto the transferee all the rights and obligations under the said lease and to hold the same unto the transferee with effect from _____ for the an-expired of the said lease.

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 thereunder and he had originally executed it as such.

3) It is further hereby agreed and declared by the transferor the one part and the transferee of the other part that :-

i) The transferor and the transferee declare that they have ensured that the mineral rights over the area for which the quarry lease is being transferred vest in the State Government.

ii) The transferor hereby declares that he has not assigned subject, mortgaged or in any other manner transferred the quarry lease now being transferred and that no other person or persons has any right, title or interest whereunder in the present quarry lease being transferred.

iii) The transferor further declares that he 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.

(iv) The transferor further declares that he has furnished an affidavit alongwith 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.

(v) The transferee further declares that he is financially capable of and will directly undertake mining operations.

(vi) The transferor has supplied to the transferee the original or certified copies of all plans of abandoned workings in area and in a belt of 50 metres wide surrounding it.

(vii) 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.

SCHEDULE - I

Location and area of the lease :-

All that tract of lands situated at _____
(description of area or areas) in _____ Mouza in _____
Subdivision in _____ District bearing cadastral Sur-
vey Nos. _____ containing an area of _____ or there
about delineated on the plan hereto annexed and thereon coloured
_____ and bounded as follows :-

- On the North by :
- On the South by :
- On the East by :
- On the West by :

Signed by _____ for and on behalf of the
State Government in the presence of

- 1.
- 2.

Signature of Transferor in presence
of witnesses -

- 1.
- 2.

Signature of transferee in the
presence of -

- 1.
- 2.

FORM - H

MONTHLY RETURN OF MINOR MINERAL/MINERALS RAISED

1. NAME of the leasee with address :
2. Location of the lease hold :
 - (a) Village -
 - (b) Mouza -
 - (c) Sub-Division -
 - (d) District -
3. Area of the lease hold :
4. Return for the month of :

Name of the Mineral	Area of the lease hold being worked (in hectares)	Opening stock as on the first day of the month (in tonnes)	Mineral raised during the month (in tonnes)	Pits month value (Rs.)	Mineral despatched during the month				Total despatch during the month		Closing stock at the end of the month (in tonnes)	Mon-days worked	Man-power employed	REMARKS
					By rail		By road		Qty. (in tonnes)	Value (in Rs.)				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Signature of the leasee of his authorised Agent/Manager with official seal.

The monthly return is to be submitted by the 10th day of each month for the month proceeding it to the Director of Geology & Mining, Government of Assam.

FORM - I

QUARTERLY ROYALTY STATEMENT

(To be submitted on or before 15 July, 15th October, 15th January and 15th April for the proceeding 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 :

Name of the Minor Minerals produced	Opening stock at the beginning of the quarter (in tonnes)	Total production during the quarter (in tonnes)	Total quantity of mineral despatched/ consumed during the quarter (in tonnes)	Royalty payable		Royalty paid (Rs.)	Balance outstanding (Rs.)	Closing stock of mineral at the end of the quarter. (in tonnes)	Remarks
				Rate per tonne	Amount (Rs.)				
1	2	3	4	5	6	7	8	9	10

Signature of leasee or his authorised 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 proceeding financial year).

1. Annual return for the year : :
2. Name of the lease with address : :
3. Name of the lease-hold with address : :

Name of the Minor Minerals worked.	Area the lease hold (in hectares)	Area under operation (in hectares)	Opening stock on the first day of the year (in tonnes)	Production	Despatch/consumption.	Closing stock at the end of the year (in tonnes)	Manpower employed		Royalty paid	No. of days worked
							Male	Female		
1	2	3	4	5	6	7	9	10	8	11

Mondays worked	Average employment			Accidents		Dead Rent paid (Rs.)	Surface Rent paid (Rs.)	Capital invested (Rs.)	Cost of other inputs (Rs.)	Remarks
	Male	Female	Total	Major	Fatal					
12	13	14	15	16	17	18	19	20	21	22

Signature of leasee or his authorised Agent/Manager.

FORM - K

NOTICE OF OPENING, CLOSING, OR CHANGE, ETC.

[Sub-rule (2) of Rule 17]

Date _____

To

- 1. The Director of Geology & Mining, Assam,
Guwahati-781019.
- 2. The Deputy Commissioner,

_____ District.

Sir,

I have to furnish the following particulars in respect of _____ (name of mine/lease-hold)

belonging to _____ (Name of lessee/owner).

*1. In case of a new mine :-

Village _____ Mouza _____
 Sub-Division _____ Post Office _____
 Police Station _____ District _____
 Location with respect to major road or railway station _____

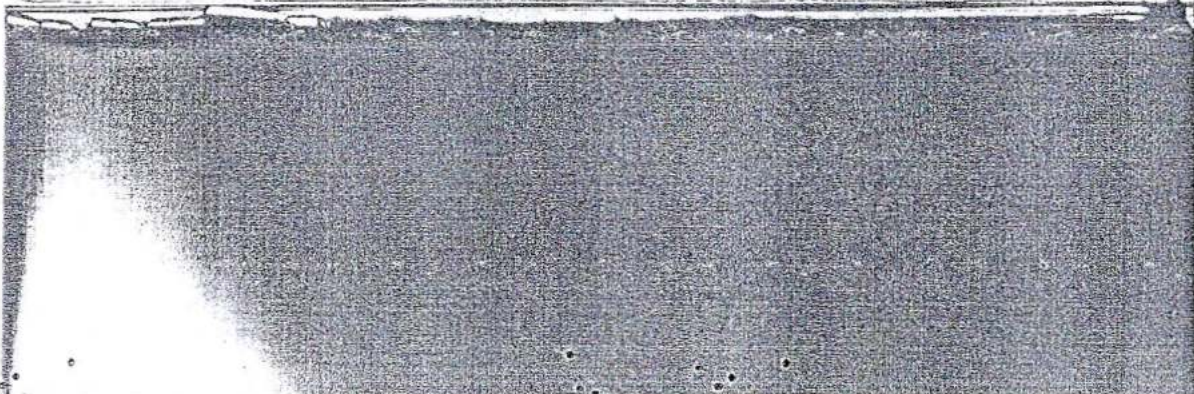
*2. In case of change of name of mine :-

Old name of mine _____
 Date of change _____
 New name of Mine _____

3. Name and postal address of :-

- (a) Lessee/Owner :
- (b) Authorised agent, if any :
- (c) Manager, if any :
- *(d) In case of change, date of change :

- 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.

6. Actual date of opening/re-opening/abandonment/discontinuance of
the mine :-

7. Name of the mineral/minerals :
to be worked.

8. (a) Maximum depth of opencast excavation
measured from its highest to its lowest point :-

(b) Date when depth first reached 6 metres :

9. Number of person employed in the mine :

10. (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.

FORM 'L'

(See Rule 32)

FORM OF PERMIT FOR MINOR MINERALS TO BE ISSUED
UNDER THE ASSAM MINOR MINERAL CONCESSION
RULES, 1994

Permit No. _____ of 19

Date of issue _____

Name and address of the permit holder _____

Name of locality village, plot No. etc.	Date of expiry of the permit	Name & description of minor mineral	Purpose for which it will be used	Quantity of minor mineral to be removed	Rate of royalty	Total amount paid
---	------------------------------------	--	---	--	--------------------	-------------------------

Seal

Competent Authority

Conditions

1. Minor mineral shall have to be removed within the prescribed time limit.
2. Quarrying is not allowed beyond the depth of 3 metres (10') from the surface, permit holders shall have to obtain the approval of the competent authority for digging below three metres from the surface.
3. Compensation, if any shall have to be paid for damage to the land covered by the permit.
4. Felling of trees is not allowed without prior permission of the Competent Authority.
5. Surface operation shall not be done on any public prohibited and restricted place.
6. Every type of accident shall be reported to the Competent Authority immediately.

7. 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.

8. The minerals left after cancellation of the permit shall be forfeited to Government and the same shall be deemed to be Government property.

9. No excess quantity of minerals beyond this permit shall be removed without obtaining prior permit, otherwise the permit holder shall be liable for action under Rule of the Assam Minor Mineral Concession Rules, 1994.

10. 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.

11. Pacca Challans in the prescribed form shall have to be issued for the minerals to be despatched or sold from the area.

N.B. :

Breach of any of the condition noted above, is liable for cancellation of the permit, forfeiture of the minerals extracted and such other action as may be deemed necessary.

FORM - M

(See Rule 33)

FORM OF APPLICATION FOR MINING PERMIT

NO. _____ Date _____

To

Sir,

I/We request that a mining permit under the Assam Minor Minerals Concession Rules, 1994 be granted to me/us.

A sum of Rupees fifty being the fee in respect of this application is deposited (copy of challan in original enclosed).

The following particulars are enclosed :-

- i) Clearance Certificate of payment of mining dues.
- ii) Written consent of the land owner from which Minor mineral is to be extracted, if the land from which minor mineral is to be extracted are private lands.
- iii) Mineral which the applicant intends to mine.
- iv) The details of the lands from which the mineral is to be quarried.
- v) Quantity of minor mineral to be extracted.
- vi) Period during which the extraction of the minor mineral shall be completed.

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.

FORM - 'N'

APPLICATION FOR REVISION

(Rule - 28)

(To be submitted in duplicate)

To _____

Sir, I/We appeal to you for revision of the grant of quarry lease as detailed below :-

- 1) Name and Address of individual (s), :
firm, or company applying for revision.
- 2) Profession of applicant :
- 3) No. and date of order of the Director :
of Geology & Mining, Assam against
which the revision application has been filed.
- 4) Mineral or minerals for which the :
revision application is filed.
- 5) Details of the area in respect of which :
the revision application is filed.

District	Subdivision	Mouza	Village	Plot No.	Area.
----------	-------------	-------	---------	----------	-------

- 6) Whether application fee of Rs. 100/- has been :
deposited 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 Director of Geology &
Mining, Assam ?

If not, the reasons for not presenting it within :
the prescribed limit may be stated.
- 8) Name and complete address of the party/parties :
impleaded.
- 9) Number of copies of petition added :
- 10) Ground for revision :

Yours faithfully,

Signature and designation of the
applicant.

Place _____
Date _____

EORM - O ✓

[See Rule 46 (1)]

FORM OF CHALLAN FOR TRANSPORT OF MINOR MINERAL.

No. _____

Date _____

1. Name and address of the lessee/permit-holder.
2. Details of the quarry lessee permits.
3. Name of Minor Mineral.
4. Name and address of the persons/contractors to whom material has been sold and supplied.
5. Quantity -
6. Truck No./RR No./Carrier No.
7. Name and address of the Driver in case the Minor Mineral is to be transported by road.
8. Place of delivery of materials -
9. Date and time of despatch -

Signature of the lessee/permit -holder.

Seal of Competent Officer.

THE SECOND SCHEDULE (Rule - 29)

Rates of Royalty

Sl. No.	Name of Minor Mineral	Rates of Royalty (Rs.)
1.	Building stone including Granite.	70.00/Cu.m.
2.	Gravel	70.00/Cu.m.
3.	Ordinary clay	8.00/Cu.m.
4.	Ordinary sand other than sand used for prescribed purposes	50.00/Cu.m.
5.	Boulder	70.00/Cu.m.
6.	Shingle	60.00/Cu.m.
7.	Chalcedony or impure quartz pebbles	70.00/Cu.m.
8.	Limestone	65.00/Cu.m.
9.	Kankar and	
10.	Limestone	
11.	Murram	
12.	Brick earth	8.00/Cu.m.
13.	Fuller's earth	15.00/Cu.m.
14.	Bentonite	20.00/Cu.m.
15.	Road metal	
16.	Reh matti	
17.	Slate and	
18.	Shale	
19.	Marble	
20.	Stone used for making household utensils	
21.	Quartzite and sandstone	65.00/Cu.m.
22.	Salt petre	

THIRD SCHEDULE

DEAD RENT

Period of the quarry lease	Rate of dead rent per hectare per annum
1. First year of the lease	
2. Second year and onwards	

(B. K. MISRA)
Special Commissioner & Spl. Secretary
Power, Mines & Minerals Department,
Assam.