Postal Registration No. N. E.—771/2006-2008



The Gazette of Meghalaya

EXTRAORDINARY

PUBLISHED BY AUTHORITY

No. 107 Shillong, Monday, September 12, 2016, 21st Bhadra, 1938 (S. E.)

PART-IIA

GOVERNMENT OF MEGHALAYA

MINING AND GEOLOGY DEPARTMENT

ORDERS BY THE GOVERNOR

NOTIFICATION

The 12th September, 2016.

No.MG.49/2011/408. – The Governor of Meghalaya is pleased to notify The Meghalaya Minor Minerals Concession Rules, 2016 as follows:-

THE MEGHALAYA MINOR MINERALS CONCESSION RULES, 2016

In exercise of the powers conferred by Section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act No. 67 of 1957), the Governor of Meghalaya is pleased to make the following rules for regulating the grant of mining leases and quarry permits in respect of minor minerals and for purposes connected therewith, namely.-

CHAPTER-I

1. Short title, extent and commencement. –

(1) These rules may be called the Meghalaya Minor Mineral Concession Rules, 2016.

(2) These rules shall extend to the whole of Meghalaya.

(3) These rules shall come into force from the date of their notification in the Official Gazette.

2. Definitions. - In these rules, unless the context otherwise requires,-

(a) "Act" means the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act No. 67 of 1957);

(b) "benami transaction" means a benami transaction as defined under clause (a) of Section 2 of the Meghalaya (Benami Transaction Prohibition) Act 1980;

(c) "competent authority" includes Director, PCCF & HOFF and competent officer;

(d) "competent officer" means such officer as the State Government may, by notification published in the Official Gazette, appoint to perform the function of the competent officer under these rules ;

(e) "Director" means the Director of Mineral Resources, Meghalaya;

(f) "Forms" means the Forms appended to these rules as specified in Schedule I;

(g) "minor minerals" means a mineral defined as such in clause (e) of Section 3 of the Mines and Minerals (Development and Regulation) Act, 1957 and also set out in Schedule II and Schedule III as appended to these rules and in subsequent notifications of the Central Government declaring such minerals as 'minor minerals';

(h) "mining lease" means a lease to mine, quarry, bore, dig and search for, winning, working and carrying away any minor mineral;

(i) "Official Gazette" means the Gazette of Meghalaya;

(j) "PCCF & HOFF" means the Principal Chief Conservator of Forest & Head of Forest Force, Meghalaya;

(k) "person" means an individual, a company, a cooperative society, a private firm or partnership firm;

(l) "quarry permit" means a permit for quarrying and removal of any specified quantity of minor minerals within a specified time;

(m) "Rules" means the Meghalaya Minor Mineral Concession Rules, 2016;

(n) "Schedule" means Schedules appended to these rules;

(o) "State" means the State of Meghalaya;

(p) "State Government" means the Government of the State of Meghalaya;

(q) "water source" means river, stream, spring or natural water body;

(r) "royalty" means payment of royalty as defined under Rule 27 in respect of any minerals at the rate for the time being specified in the Schedule IV;

(s) "deadrent" means payment of deadrent as defined under Rule 28 in respect of the area covered by the mining lease at the rate for the time being specified in Schedule-V.

3. <u>Exemption</u>. - Nothing in these rules shall apply to, -

(i) extraction of minor minerals from agriculture fields for betterment of the agricultural land by the agriculturists or for their bonafide agricultural purposes; or

(ii) any extraction of minor minerals which is incidental in nature.

Provided that exemption certificate is obtained from competent authority.

CHAPTER II

GRANT OF MINING LEASE & QUARRY PERMIT – GENERAL

3. Restriction on the grant of mining lease and quarry permit.-

(1) No mining lease and quarry permit shall be granted in respect of any land within a distance of 50 meters from any village, bridge, national highway or water source except with the prior approval of the State Government.

(2) No mining lease and quarry permit shall be granted in respect of any land,-

(a) notified by the State Government as reserved for use by the State Government or for any public or special purposes;

(b) falling within 'forest' as identified by Forest & Environment Department according to its dictionary meaning except after obtaining clearance under the Forest Conservation Act, 1980;

(c) falling within catchment area as defined under the provisions of the Meghalaya Protection of Catchment Areas Act,1990;

(d) falling within protected areas, such as national parks, sanctuaries, community reserves and wild life corridors;

(e) falling within bio-diversity heritage sites as defined under the provisions of the Biological Diversity Act, 2002 (Central Act No.18 of 2003); and

(f) notified by the State Government from time to time as no mining zone.

(3) No mining lease and quarry permit shall be granted without prior environmental clearance granted by the competent authority under the Environmental (Protection) Act, 1986.

(4) No mining lease and quarry permit shall be granted for any such minor minerals as the State Government may notify in this behalf:

Provided that such notification may be for the whole State or any part thereof.

(5) No mining lease or quarry permit shall be granted to any person who carries out any transaction which is benami in nature as specified in the provisions of the Meghalaya (Benami Transaction Prohibition) Act, 1980.

(6) No mining lease or quarry permit shall be granted which is in contravention of the provision under the Meghalaya Land Transfer (Regulation) Act, 1972.

5. **Power to grant mining lease and quarry permit.-**

(1) A mining lease or a quarry permit or any other concession under these Rules shall be granted by :-

(a) the Director or competent officer in respect of minor minerals for industrial and specific uses as specified in Schedule II;

(b) the PCCF & HOFF or competent officer in respect of minor minerals for uses other than in industries as specified in Schedule III.

(2) Notwithstanding anything contained in sub-rule (1), a mining lease shall be granted by:–

(a) a competent officer for any area upto five hectares;

(b) the Director or PCCF&HOFF for any area above five hectares but not exceeding fifty hectares;

(c) the Director or PCCF&HOFF for any area above fifty hectares with prior approval of the State Government.

6. <u>Application for mining lease</u> .-

(1) An application for mining lease shall be made in triplicate in Form A as appended in the Rules to the competent authority. The application shall be affixed with a court fee stamp of the value of rupees one thousand and shall contain the following particulars:-

(a) if the applicant is an individual, his name, nationality, profession and address;

(b) if the applicant is a company, cooperative society, private firm or partnership firm, its name, nature and place of business and place of registration or incorporation;

(c) a description of the area applied for, illustrated with a map (in triplicate) showing as accurately as possible, the situation, boundaries connecting one of the corner pillars

with a fixed reference point in the vicinity and area of the land along with the GPS coordinates;

(d) a certificate as to the status of land whether it is forest or non-forest from the PCCF&HOFF or any other officer authorized in this behalf;

(e) a certificate of registration of the land under the Indian Registration Act, 1908.

(f) an affidavit that the applicant has, where the land is not owned by him, obtained surface rights over the area or has obtained the consent of the landowner or landowners for grant of mining lease;

(g) a no objection certificate from the concerned Autonomous District Council for land use;

(h) the name or names of minor minerals which the applicant intends to mine;

(i) the area and the minor mineral for which the applicant or any person joint in interest with him already holds a mining lease;

(j) the period for which the lease is required subject to Rule 17;

(k) the purpose for which the minor mineral will be used;

(l) the tentative programme of production of the minor mineral year-wise;

(m) the amount of money proposed to be invested;

(n) the degree or scale of mechanization, if any, contemplated;

(o) expected consumers and places of consumption of the minor mineral or minerals;

(p) past experience of the applicant in the profession of mining;

(q) a valid and up-to-date clearance certificate of payment of mining dues such as royalty or dead rent obtained from the competent authority;

(r) a Treasury Challan for rupees five thousand paid as application fee in connection with the grant of mining lease which shall be non- refundable; and

(s) a Treasury Challan for rupees five thousand per hectare paid as a fee for the grant of such lease and paid in the manner prescribed by the competent authority, subject to a minimum area of two hectares.

(2) For the purpose of sub-rule (1) of this rule, any person found to have entered into any benami transaction relating to the application of mining lease or quarry permit shall be penalized under the Meghalaya (Benami Transactions Prohibition) Act, 1980.

7. <u>Acknowledgment of application</u>.-

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

(2) When such application is received by a registered post, its receipt shall be acknowledged within three days of the receipt.

8. Register of applications for mining lease .-

A register of the applications received for grant of mining lease shall be maintained in the office of the competent authority in Form B as appended in the Rules.

9. Disposal of application for grant and renewal of mining lease.-

(1) The competent authority may, after giving an opportunity of being heard and 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.

(2) An application for the grant or renewal of a mining lease shall not be refused by the competent authority only on the ground that Form A or Form D, as the case may be, is not complete in all material particulars, or is not accompanied by the required documents.

(3) Where it appears that the application for the grant or renewal of a mining lease is not complete in all material particulars or is not accompanied by the required documents, the competent authority shall, by notice, require the applicant to supply the omission or, as the case may be, furnish the documents, without delay and in any case not later than thirty days from the date of receipt of the said notice by the applicant failing which the application shall be summarily rejected.

(4) An application for the grant of a mining lease shall be disposed of within a period of six months from the date of receipt of the completed application:

Provided that the period of six months referred to in sub-rule (4) shall be applicable only if the application for mining lease is complete in all respects.

(5) If an application for renewal of a mining lease made within the time referred to in sub-rule (2) of Rule 18 is not disposed of by the competent authority before the date of expiry of the lease, the period of that lease shall be deemed to have been extended by a further period till the competent authority passes order thereon:

Provided that the period of such lease shall be deemed to have been extended subject to the condition that clearances under the Forest Conservation Act, 1980 and the Environmental (Protection) Act, 1986 have been obtained.

10. <u>Letter of Intent</u>.- On receipt of the application for the grant of mining lease/quarry permit, the competent authority shall take decision to grant precise area for the said purpose and communicate such decision to the applicant by issuing a letter of intent. On receipt of such letter of intent, the applicant shall, within a period of six months or such other period as may be allowed by the competent authority, furnish to the competent authority the following documents for the grant of mining lease, namely, -

(a) mining plan duly approved by the Director of Mineral Resources;

(b) forest clearance under the Forest Conservation Act, 1980, in case the status of land is forest;

(c) environmental clearance under the Environmental (Protection) Act, 1986;

(d) consent to establish under the Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981;

(e) clearance from Revenue and Disaster Management Department; and

(f) clearance from Labour Department for occupational health and labour laws including child labour.

11. <u>Priority for grant of mining lease</u> .-

(1) Priority in granting mining lease shall be given in the following manner, namely,-

(a) first priority shall be given to a person who uses such minor minerals for Government construction;

(b) second priority shall be given to the discoverer of the new minerals to be authenticated in terms of clause (g) of Rule 2 by the competent authority.

Provided that the discovery of new minerals shall be supported by a geological report authenticated by the Geologist or competent authority.

(c) third priority shall be given to a person who has set up a mineral based industry in the State which consumes the minor mineral or minor minerals as raw material in the said industrial unit;

(d) fourth priority shall be given to a person who intends to set-up a mineral based industry in the State;

(e) fifth priority shall be given to a registered society; and

(f) sixth priority shall be given to a person who exports such minor minerals:

Provided that where two or more persons of the same category mentioned in clauses (a) to (f) above have applied for a mining lease in respect of the same land, the applicant whose application is received earlier shall have preferential right for the grant of the lease over an applicant whose application is received later:

Provided further that where such applications are received on the same day, the competent authority after taking into consideration the facts specified in sub-rule (2) of this Rule may grant mining lease to such one of the applicants as it may deem fit:

Provided further that if the land owner is the applicant himself then the above priority shall not be made applicable.

(2) The matter referred to in second proviso of sub-rule (1) shall be dealt with in order of priority, namely,-

(a) experience of the applicant in mining;

(b) special knowledge of geology and mining of the technical staff already employed or to be employed for the work;

(c) technical qualification possessed by the applicant ; and

(d) financial resources and financial stability of the applicant.

12. Register of mining leases .- A register of mining leases shall be maintained in the office of the competent authority in Form C appended to the Rules.

13. Area of mining lease .-

(1) No lessee or any person having joint interest with him ordinarily shall hold one or more mining leases covering a total area of more than five square kilometers in respect of one minor mineral within the State:

Provided that if the State Government is of the opinion that in the interest of mineral development it is necessary to do so, it may, for reasons to be recorded in writing, permit any person to acquire one or more mining leases covering an area in excess of the aforesaid maximum area of five square kilometers but not exceeding ten square kilometers.

(2) The area held under mining lease shall as far as possible be compact and regular in shape. For mining with area of less than five hectares, a cluster approach as far as possible shall be adopted as per the guidelines issued by the Ministry of Environment, Forest & Climate Change under the Environment

Impact Assessment Notification 2006 and other notifications issued from time to time.

14. **Boundaries below the surface.-** Boundaries of the area covered by a mining lease shall run vertically downwards below the surface towards the centre of the earth.

15. Security deposit.-

(1) The applicant shall, before the mining lease is executed or quarry permit is granted, deposit as security for due observance of the terms and conditions of the lease or permit, a sum of rupees ten thousand in respect of every hectare or part thereof of the area for which the lease or permit is granted.

(2) The security deposit shall be submitted in one of the following forms to the competent authority:

(a) Letter of Credit from any Scheduled Bank; or

(b) Performance or surety bond; or

(c) Trust fund build up through annual contributions from the revenue generated by mine; or

(d) Fixed or Term deposit receipt from any Scheduled Bank; or

(e) Bank guarantee certificate from any Scheduled Bank.

(3) The State Government may from time to time, by notification, revise the rate of security deposit with effect from such date as may be specified therein.

(4) Security deposit paid in respect of mining lease or quarry permit shall be refunded to the lessee or permit holder and no interest shall run on the security deposit:

Provided that the application for refund of security deposit is supported by the compliance certificate from the competent authority.

16. Survey of the area .- Survey and demarcation of the area applied for the grant of mining lease or quarry permit shall be done by the applicant and verification of the same shall be done by the competent authority. No mining or quarrying operation shall commence before verification of the boundaries of the applied area for grant of mining lease or quarry permit.

CHAPTER III
MINING LEASE

17. Period of a mining lease. - The period for which a mining lease may be granted shall not exceed thirty years.

18. Renewal of mining lease. –

(1) The mining lease may be renewed only once for a period not exceeding twenty years.

(2) The application for renewal of mining lease shall be submitted in Form D appended in the Rules at least six months before the

expiry of the lease and upon payment of a fee of rupees ten thousand.

(3) The renewal shall be subject to the satisfaction of the competent authority that the mines have been developed by the lessee and that substantial investment in machinery and equipments has been made by him.

(4) A Treasury Challan for rupees ten thousand paid as application fee in connection with the renewal of mining lease shall be paid by the holder of mining lease which shall be non- refundable.

(5) A Treasury Challan for rupees ten thousand per hectare paid as a fee for renewal of such lease and paid in the manner prescribed by the competent authority subject to a minimum area of two hectares.

19. <u>Preparation and Approval of Mining plan</u>. –

(1) On receipt of a letter of intent referred to in Rule 10, the applicant shall submit a mining plan within a period of three months to the Director of Mineral Resources for its approval.

The mining plan shall contain,-

(a) the plan of the area showing as accurately as possible the location, boundaries and area of the land in respect of which mining lease is applied for, natural water courses, forest areas and density of trees, assessment of impact of mining activity on forest, land surface and environment including air and water pollution;

(b) 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 competent authority from time to time;

(c) the plan of the area showing the existence of the minor mineral deposit based on geological data;

(d) the plan of the area showing spot or spots where the exaction is to be done in the first year and its extent and a tentative scheme of mining year-wise for the subsequent years of the lease;

(e) the extent of manual mining, mining by use of machinery and mechanical devices;

(f) the Environment Management plan;

(g) Progressive Mine Closure Plan; and

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

(2) The mining plan referred to in sub-rule (1) shall be prepared by a person who shall possess the qualification and experience as specified below:-

(a) a degree in mining engineering or a post-graduate degree in geology granted by a University established or incorporated by or under an Act of Parliament or State Legislature or any institution recognized by the University Grants Commission established under Section 4 of the

University Grants Commission Act, 1956 (Central Act No. 3 of 1956) or any qualification equivalent thereto; and

(b) professional experience of three years of working in a supervisory capacity in the field of mining after obtaining the qualification as specified in clause (a):

Provided that the person referred to in sub-rule (2) is empanelled with State Government or other State Governments or Central Government.

20. Mining operations to be in accordance with mining plan . –

(1) Mining operations shall be undertaken in accordance with the duly approved mining plan referred to in Rule 19.

(2) A mining plan as specified under Rule 19 may be modified with the prior approval of the Director of Mineral Resources during the operation of mining lease.

21. Execution of lease agreement .- Where a mining lease is granted or renewed, a lease deed in Form E shall be executed within three months of the order of grant of the lease and if the lease is not executed within the aforesaid period, the order granting the lease shall be deemed to have been revoked:

Provided that where the competent authority is satisfied that the applicant is not responsible for the delay in execution of the lease deed, it may permit the execution of the deed after the expiry of the aforesaid period of three months.

CHAPTER IV

QUARRY PERMIT

22. Power to grant quarry permit .- A quarry permit shall be granted by the competent authority on any minor mineral:

Provided that before granting such permit, the competent authority shall satisfy himself regarding the end use of the minor mineral 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.

23. Application for grant of quarry permit. –

(1) An application for grant of quarry permit shall be submitted in Form F to the competent authority duly affixed with a court fee stamp of rupees one hundred and accompanied by:-

(a) a Treasury challan of rupees five hundred deposited as an application fee in respect of each minor mineral which shall be non-refundable; and

(b) a certificate as to the status of land whether it is forest or non-forest from the PCCF & HOFF or any other competent officer authorized in this behalf.

(2) The competent authority shall dispose of the application for grant of quarry permit within a period of fifteen days:

Provided that the said period of fifteen days shall be applicable only if the application for quarry permit is complete in all respects.

(3) The competent authority may refuse to grant the quarry permit for reasons to be recorded in writing.

24. Conditions for the grant of quarry permit.- A quarry permit shall be granted by the competent authority subject to submission of the documents as specified below,-

(a) forest clearance under the Forest Conservation Act, 1980, in case the status of land is forest;

(b) environmental clearance under the Environmental (Protection) Act, 1986;

(c) consent to establish under the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981;

(d) clearance from Revenue and Disaster Management Department.

(e) clearance from Labour Department for occupational health and labour laws including child labour; and

(f) mining plan duly approved by the Director of Mineral Resources.

(g) a certificate of registration of the land under the Indian Registration Act, 1908.

25. Conditions of a quarry permit. – (1) Quarry permit shall be granted in Form G and subject to the terms and conditions stipulated therein.

(2) The period for which a quarry permit may be granted shall not exceed three years.

(3) The depth of the quarry below the surface shall not be more than three meters.

(4) The extent of the quarry permit area shall not exceed two hectares.

(5) A quarry permit shall not be transferable.

26. Challan for transport of minor minerals . –

(1) The competent authority shall issue transport challans in Form H to any lessee or permit holder who intends to dispatch minor minerals from the lease or permit area.

(2) No person shall transport or carry away any minor mineral from any place without a transport challan issued in accordance with sub-rule (1).

(3) Any person who transports any minor mineral shall allow the competent authority or any other officer authorized in this behalf to inspect the minor mineral in transit and to examine the transport challan in possession of such person.

CHAPTER V

DEAD RENT AND ROYALTY

27. Dead rent.-

(1) The lessee shall pay, for every year except the first year of the lease, dead rent in respect of the area covered by the mining lease at the rate for the time being specified in Schedule V.

(2) The State Government may, by notification, amend Schedule V so as to enhance or reduce the rate at which dead rent shall be payable with effect from such date as may be specified in the notification:

Provided that the State Government shall not enhance the rate of dead rent in respect of any such area more than once during any period of three years.

28. Royalty. –

(1) The lessee or permit holder shall pay royalty in respect of each minor mineral removed from the mining lease or quarry permit area at the rate for the time being specified in Schedule IV in respect of that minor mineral:

Provided that the lessee shall be liable to pay the dead rent or royalty whichever is higher but not both.

(2) The State Government may, by notification, amend Schedule IV 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.

29. Mode of Payment of dead rent and royalty .-

(1) The lessee shall, during the subsistence of the lease, pay in the office of the competent authority dead rent or royalty for quarterly periods as specified herein below:-

(a) for the quarterly period from April to June to be paid before the 31st of July ;

(b) for the quarterly period from July to September to be paid before the 31st of October;

(c) for the quarterly period from October to December to be paid before the 31st of January;

(d) for the quarterly period from January to March to be paid before the 30th of April.

(2) The competent authority shall charge simple interest at the rate of eighteen per cent per annum on any dead rent or royalty due to the State Government from any lessee from the first day of the expiry of the date fixed for payment as per sub-rule (1) above.

(3) In case of quarry permit, the royalty is to be paid as per rates specified in Schedule IV before transportation.

(4) The lessee or permit holder is also required to pay cess and fees for afforestation as may be fixed by the State Government from time to time. However, if the land is forest then all levies as per the provisions of the Forest Conservation Act, 1980 shall be realized from the lessee or permit holder.

(5) For the purpose of real time accounting of minor minerals, the lessee shall maintain a log book on a daily basis in Form I.

CHAPTER VI

MISCELLANEOUS

30. Contribution to the District Mineral Foundation Fund . –

(1) The lessee or quarry permit holder shall deposit or make payment to the District Mineral Foundation Fund which is created as per the District Mineral Foundation Fund (Trust) Rules at the rate prescribed by the State Government for the benefit of the persons and areas affected by mining and quarrying.

(2) The manner in which payment is required to be made and the mode of payment shall be prescribed by the State Government in the relevant rules.

31. Reclamation Fund.- The lessee or permit holder shall deposit or make payment to Meghalaya Minor Mineral Reclamation Fund created by the State Government at the rate as shall be prescribed from time to time by notification for the reclamation or restoration of the mining area affected.

32. Transfer of mining lease. - The lessee may, with the prior approval of the State Government and subject to conditions regarding area described earlier and such other conditions as the State Government may specify, transfer his lease or any right, title or interest therein to any person on payment of a non- refundable fee of rupees twenty five thousand in Form J appended to these Rules.

33. Surrender of mining lease. -

(1) The lessee may surrender a part or whole of the leased area after giving a notice in writing of not less than sixty days to the competent authority, as the case may be, by relinquishing possession of the leased area proposed for surrender.

(2) The competent authority may accept the surrender of part or whole of the leased area after due verification of the land and subject to the following conditions, namely:-

(a) the area to be surrendered has been properly surveyed and is compact and contiguous;

(b) all dues have been paid by the lessee;

(c) the provisions of the mining plan and mine closure plan including the environment management plan in respect of the area proposed for surrender have been complied with;

(d) the provisions of the Forest Conservation Act, 1980 in case of forest land and the Environmental (Protection) Act, 1986 have been complied with; and

(e) such other conditions as the competent authority may, by notice in writing, require the lessee to comply.

34. Termination of mining lease . – The mining lease shall be liable for termination if the lessee,-

(a) fails to carry out the directions within the specified period, issued by the competent authority or by any

officer authorized in this behalf for prevention of wasteful extraction of minerals; or

(b) ceases to work the leased area for a continuous period of six months without the prior permission of the competent authority except in cases where the lessee is unable to work the mine for reasons beyond his control or due to Force Majeure; or

(c) obstructs or does not allow entry or inspection by any authorized officer.

Explanation: For the purpose of this rule, the expression "Force Majeure" shall have the same meaning assigned to it under the Act.

35. Returns. - The lessee shall submit to the competent authority such returns as prescribed below,-

(a) Monthly returns in Form K as appended to these Rules to be submitted before the 15th day of each month in respect of preceding month; and

(b) Annual returns in Form L as appended to these Rules to be submitted before the 15th May of each year in respect of the preceding financial year.

36. Penalty.-Whoever contravenes any of the provisions of these Rules shall be punishable under sub-section (2) of Section 21 of the Act.

37. <u>Provision for Appeal</u>. –

(1) A person aggrieved by an order issued by a competent officer in exercise of the powers conferred under these Rules may, within thirty days from the date of communication of such order, appeal to the Director or PCCF & HOFF, as the case may be, against such order in Form M as appended to these Rules.

(2) A person aggrieved by an order issued by the Director or PCCF & HOFF in exercise of the powers conferred under these Rules, may within a period of thirty days from the date of communication of such order, appeal to the State Government against such order in Form M as appended to these Rules:

Provided that such application for appeal may be entertained after expiry of the period of thirty days referred to in sub-rule (1) or (2), if the applicant satisfies the Director or PCCF & HOFF or the State Government, as the case may be, that he has sufficient reason for not making the appeal within time.

(3) The application for appeal shall be accompanied by a non-refundable fee of rupees five thousand paid through Treasury challan in favour of the Director or PCCF & HOFF.

(4) On receipt of the appeal, the Director or PCCF & HOFF or the State Government, as the case may be, shall call for records of the case and may confirm, modify or set aside the earlier order or pass such other order in relation thereto as deemed fit, just and proper within a period of sixty days from the date of receipt of the appeal.

38. 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) For the purpose of specifying the uses of minor mineral deposit of a particular area, the Director shall be competent 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:

Provided that the Director shall take into consideration the following parameters for prescribing the uses of a particular minor mineral deposit, namely :- (a) economical availability of alternate material (b) scope for value addition and (c) end use.

39. Savings.- Anything done or any action taken, including any order made, direction given or notice given shall in so far as it is in consistent with the provisions of these Rules be deemed to have been made, done, taken, made, given or issued as the case may be within the corresponding provisions of these Rules.

Y. TSERING,
Additional Chief Secretary to the Government of Meghalaya
Mining & Geology Department.

FORM -A
APPLICATION FOR MINING LEASE
[see rule 6]

Received at……. (Place)
On…….. (Time)

Initial of Receiving Officer

To

Sir,

1. I/We request that a mining lease under the Meghalaya Minor Mineral Concession Rules, 2016 may be granted to me/us.

2. A sum of Rs. 5000/- (Rupees five thousand only) being the application fee and Rs……..(in words……..……..……..…) [@Rs. 5000/- per hectare] being the fee for the grant of mining lease payable under clauses (r) and (s) respectively of Rule 6 of the said Rules, have been deposited (vide Treasury Challan No..... dated..... and Treasury Challan No..... dated..... of ……Treasury).

3. The required particulars are given below:
(a) In case the applicant is an individual:

(i) Name of the applicant-

(ii) Nationality-

(iii) Profession-

(iv) Permanent address-

(b) In case the applicant is a co-operative society/firm/company:

(i) Name-

(ii) Nature of business-

(iii) Place of business-

(iv) Place of registration or incorporation-

(v) Nationality of Members/Partners/Directors-

(Attested copy of certificate of registration/Partnership deed/Certificate of Incorporation and Memorandum & Articles of Association, as the case may be, and Power of Attorney shall be enclosed)

4. Whether up-to-date clearance certificate from Income Tax Department have been obtained? (Yes/No). If so, copy shall be enclosed.

5. Mineral or 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. Location of the area applied for mining lease:
   a) Village/locality:
   b) Post office/Thana:
   c) Pin Code:
   d) Block/Sub-Division/ District:

9 a) Name/names of land owner/land owners:

b) An affidavit shall be enclosed to the effect that the applicant has, where the land is not owned by him, obtained surface rights over the area or has obtained the consent of the landowner/ landowners for the grant of mining lease.

c) A Certificate of Registration (under the Registration Act, 1908) in respect of the land applied for mining lease shall be enclosed.

10 A certificate as to the status of land whether it is forest or non-forest from the PCCF&HOFF shall be enclosed.

11. Whether No-objection Certificate from the concerned Autonomous District Council for land use have been obtained (Yes/No)..... (If so, copy shall be enclosed).

12. Reference of valid and up-to-date clearance certificate of payment of mining dues obtained from the Director or PCCF&HOFF or competent officer (copy to be enclosed):

Please specify serially below:
(i) ……
(ii) ……
(iii) ……..

13. (a) Brief description of the applied area:
Please indicate the situation of the area in respect of the following:
   (i) any natural features such as river, streams, lakes, ponds or natural caves.
   (ii) any village, community/sacred forest, burial ground/cemetery, important place of worship or place of archeological or tourist importance.
   (iii) any bridge/culvert/road/national highway or any permanent structures like power transmission line/mobile tower etc.

(b) The area should be marked on a sketch plan drawn to scales showing all important surface and natural features, the dimensions of the lines forming the boundary of the area and the bearing and distance of all corner points from any important, prominent and fixed point or points. In addition, GPS coordinates of all the aforesaid points are to be indicated.

14. The purpose for which the mineral/minerals will be used……..

15. Expected consumers and places of consumption of the mineral/minerals……..

(Please give details in case the applicant has set-up or intends to set-up a mineral based industry in the State for consumption of the applied mineral/minerals).

16. Whether mining is to be done manually or by mechanized means..... (Furnish details of the strength of labour or extent of mechanization to be deployed)

17. The tentative programme of production of the mineral/minerals yearwise……..

18. Past experience of the applicant:
    (a) Experience of the applicant in mining……..
    (b) Financial resources and financial stability of applicant……..
    (c) Technical qualifications possessed by the applicant……
    (d) Special knowledge of geology and mining of the technical staff already employed or to be employed for the work ……..

19. The amount of money proposed to be invested……..…….

20. Details of mining leases held by the applicant or any person joint in interest with him in Meghalaya:

S.No.	Grant order No. and date	Location of mining lease area	Mineral in respect of which lease is held	Extent of area held	Period of lease	
					From	To

21. Details of mining leases already applied for but not granted and applied for simultaneously

    1. ----------
    2. ----------
    3. ----------

22. Any other particulars which the applicant wishes to furnish.

I/We declare that particulars given above are correct and I/We will furnish any other details as required in this connection.

Yours faithfully

Date:
Place:

( )
Name:
Address:

N.B: If the application is signed by an authorized agent of the applicant, Power of Attorney should be attached.

FORM B
REGISTER OF MINING LEASE APPLICATIONS
[see rule 8**]**

Serial No.	Date of the application for mining lease	Date on which the application was received by the Receiving Officer	Name of the applicant with full address	Situation and boundaries of the land applied for	Estimated area of the land	Particulars of minerals which the applicant intends to mine	Whether the application is for fresh grant or renewal?	TC No. and date of application fee and fee for the grant of mining lease.	Final disposal of the application together with Order No. and date	Remarks	Signature of officer

FORM C

REGISTER OF MINING LEASES

[see rule 12]

1	Serial No.
2	Name of the lessee with complete address
3	Date of application
4	Date on which application was received by the Receiving Officer
5	Order No. & Date of Grant/Renewal
6	Date of execution of mining lease deed
7	Situation and boundaries of the land
8	Total area for which lease has been granted
9	Mineral/Minerals granted under the lease
10	Period for which mining lease has been granted
11	Date and period of renewal
12	Date of change together with details of change that take place in name and other particulars of the lessee
13	Date of assignment of transfer of the lease, if any
14	Name of transferee & full address
15	Date of expiry or surrender or termination
16	Date from which the area is available for re-grant
17	Remarks
18	Signature of officer

FORM D
APPLICATION FOR RENEWAL OF MINING LEASE
[see rule 18(2)]

Received at……. (Place)
On…….. (Time)

Initial of Receiving Officer

To

Sir,

1. I/We request for renewal of my/our mining lease under the Meghalaya Minor Mineral Concession Rules, 2016.

2. A sum of Rs …….. (in words……) being the fee payable under sub-rule (2) of Rule 18 of the said Rules, has been deposited vide Treasury Challan No.....dated.....of ……Treasury.

3. The required particulars are given below:

   (a) In case the applicant is an individual:

      (i) Name of the applicant-

      (ii) Nationality-

      (iii) Profession-

      (iv) Permanent address-

   (b) In case the applicant is a co-operative society/firm/company:

      (i) Name-

      (ii) Nature of business-

      (iii) Place of business-

      (iv) Place of registration or incorporation-

      (v) Nationality of Members/Partners/Directors-

   (Attested copy of certificate of registration/Partnership deed/Certificate of Incorporation and Memorandum & Articles of Association, as the case may be, and Power of Attorney shall be enclosed)

4. Details of mining leases held by the applicant or any person joint in interest with him in Meghalaya:

S.No.	Grant order No. and date	Location of mining lease area	Minerals in respect of which lease is held	Extent of the area held	Period of lease	
					From	To

5. Particulars of the mining lease of which renewal is desired:

S.No.	Grant order No. and date	Location of mining lease area	Mineral	Extent of area held	Period of lease	
					From	To

6. Period for which renewal of mining lease is required……...
7. Whether renewal is applied for the whole or part of the leasehold……...
8. (a) Extent of the area applied for renewal ……...

   (b) Description of the area applied for renewal (description should be adequate for the purpose of demarcating the plot)...……...

   (c) Whether map of the leasehold with area applied for renewal clearly marked on it has been enclosed? ……
9. An affidavit shall be enclosed to the effect that the applicant has, where the land is not owned by him, obtained surface rights over the area or has obtained the consent of the landowner/ landowners for the grant of renewal of mining.
10. Whether No-objection Certificate from the concerned Autonomous District Council for land use has been obtained..... (If so, copy of such No objection Certificate should be enclosed)
11. Reference of valid and up-to-date clearance certificate of payment of mining dues (copy to be enclosed):
12. Whether up-to-date clearance certificate from Income Tax Department have been obtained? If so, copy should be enclosed.

13. A mining plan is to be attached along with the application. The plan shall incorporate the following:
    (a) the plan of the area showing as accurately as possible the location, boundaries of the area, natural water courses, forest areas and density of trees, assessment of impact of mining activity on forest, land surface and environment including air and water pollution;
    (b) the details of the scheme for restoration of the area, afforestation, land reclamation, use of pollution control devices;
    (c) the spot or spots where the excavation is to be done in the first year and its extent and a tentative scheme of mining year-wise for the subsequent years of the lease; and
    (d) the extent of manual mining and/or mining by use of machinery and mechanical devices.
14. Details of production during the last five years and phased programme for production for subsequent years of the lease:
15. The purpose for which the mineral/minerals will be used ……
16. Expected consumers and places of consumption of the mineral/minerals ……...
    (Please give details in case the applicant has set-up or intends to set-up a mineral based industry in the State for consumption of the applied mineral/minerals)
17. Any other particulars which the applicant wishes to furnish.

I/We declare that particulars given above are correct and I/We will furnish any other details as required in this connection.

Yours faithfully

Date:

Place: ( )

Name:

Address:

N.B: If the application is signed by an authorized agent of the applicant, Power of Attorney should be attached.

FORM E
MODEL FORM OF MINING LEASE
(See rule 21)

THIS INDENTURE made this ..... day of ..... 20.....between the Governor of Meghalaya (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 ONE PART AND**

When 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 person 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 permitted assigns).

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

When the lessee is registered company ..... (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), **OF THE OTHER PART.**

WHEREAS THE lessee/lessees has/have applied in accordance with the Meghalaya Minor Mineral Concession Rules, 2016 (hereinafter referred to as the said Rules) for a mining lease for ..... in respect of the lands described in Part I of the Schedule hereunder written and has/have deposited with the State Government the sum of Rs. ..... as security and the sum of Rs. ..... as a fee for the grant of a mining 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 unto lessee/lessees.

All those mines beds/veins seams of..... (here state the minor mineral or minerals) (hereinafter and in the Schedule 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 Schedule, together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith which are mentioned in Part II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessee/lessees from the ..... day .....200 for the term of ..... years thence next ensuing YIELDING AND PAYING therefore unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee/lessees hereby covenants /covenant with the State Government as in Part VII of the said Schedule as expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day and year first above written.

The Schedule above referred to.

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 the Registration District of ……..... Sub-Division…….. and Thana……..bearing cadastral Survey Nos. ……..containing an area of ..... or 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".

P A R T 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 term hereby demised to enter upon the said lands and to search for, mine, bore, dig, drill for, 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, make, 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 purpose 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 tramways, railways, aircraft landing grounds and other ways in or over the said lands and to use, maintain and go, and repass with or without horses, cattle, wagons, aircrafts, locomotives or other vehicles over the same (or any existing tramways, railways, roads and other ways in or over the said lands) on such conditions as may be agreed to.

To use water from streams etc:-

5. 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 the Deputy Commissioner to appropriate and use water from any streams, water-courses, springs or other sources in or upon the said lands, to step up or dam any such stream or water course and collect or impound any such water and to make, construct and maintain any water course culverts, drains or reservoirs but not as so to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed or in any way to foul or pollute any stream or springs. Provided that the lessee/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.

To use land for stacking, heaping, depositing purpose:-

6. Liberty and power to enter upon and use a sufficient part of the surface of the said lands for the purpose of stacking, heaping, storing or depositing therein any produce of the mines or works carried on and any tools, equipment, earth and materials and substances dug or raised under the liberties and powers mentioned in this part.

Beneficiation and conveying away of production:-

7. 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 utilize trees, etc:-

8. 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 clause 3 of Part III of this Schedule to clear undergrowth and brushwood and to fell and utilize any trees or timber standing or found on the said lands provided that the PCCF & HOFF may ask the lessee/lessees to pay for any tree or timber felled and utilized by him/them at the rates specified by the State Government in Forest and Environment Department.

PART III

RESTRICTIONS AND CONDITIONS AS TO THE EXERCISE OF THE LIBERTIES, POWERS AND PRIVILEGES IN PART-II.

No building etc. upon certain places:-

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 or 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 purpose not included in this lease. The lessee/lessees shall not also interfere with any right of way, well or tank.

Permission for surface operations in a land not already 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 the Deputy Commissioner 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 purpose for which the same is required and the said land shall not be so used if objection is issued by the Deputy Commissioner 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 PCCF & HOFF, cut down or injure any timber or trees on the said lands but may without such sanction clear away any brushwood or under growth which interferes with any operations authorised by these presents. The PCCF & HOFF may require the lessee/lessees to pay for any tree or timber felled and utilized by him/them at the rates specified by the State Government in Forest and Environment Department.

Not to enter upon reserved forests:-

4. Notwithstanding anything contained in this Schedule the lessee/lessees shall not enter upon any reserved forest included in the said lands or fell, cut and use any timber or trees.

No mining operations within 50 metres of public works etc.:-

5. The lessee/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 the previous written permission of the Railway Administration concerned or under or beneath any rope way 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 site except with the previous written permission of the Deputy Commissioner or any other 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 to such permission. The said distance of 50 metres shall be measured in the case of railway, reservoir or canal horizontally from the outer toe 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 thereof. 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 Deputy Commissioner 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 purpose of the clause the expression Railway Administration shall have the same meaning as it is defined to have in the Indian Railway Act, 1890 by clause (6) of section 3 of that Act. 'Public Road' shall mean a road which has been constructed by artificially surfaced as distinct from a track resulting from repeated use. Village road will include any track shown in the Revenue record as village road.

Facilities for adjoining Government licenses 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 reached or is reached by the land held by the lessee/lessees reasonable facilities of access thereto:

PROVIDED THAT no substantial hindrance or interference shall be caused by such holders of licenses or leases to the operations of the lessee/lessees under these presents and fair compensation (as may be mutually agreed upon or in the event of disagreement, as may be decided by the State Government) shall be made to the lessee/lessees for loss or damage sustained by the lessee/lessees by reason of the exercise of this liberty.

PART IV

LIBERTIES, POWER 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 those 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, buildings, canals, tramways, railways, roadways and other works and conveniences as may be deemed necessary or convenient.

PROVIDED THAT in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with the liberties 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 Government) shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reasons or in consequence of the exercise of such liberty and power.

To make railway and roads, etc.:-

2. Liberty and power for the State Government or any lessee or person authorized by it on that behalf to enter into and upon the said lands and to make upon over or through the same any railways, tramways, roadways , electric lines, telephone lines or pipelines for any purpose other than those 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 and roads or any existing railways and roads and to go and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, locomotive or other vehicles over or along any such railways, tramways, road lines and other ways for all purpose and as occasion may require:

PROVIDED THAT in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee/lessees under these presents and that the fair compensation (as may be mutually agreed upon or in the event of disagreement, as may be decided by the State Government) shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reasons or in consequence of the exercise of such liberty and power by such lessee or person of such liberty and power.

PART V

RENTS AND ROYALTIES RESERVED BY THIS LEASE

To pay dead or royalty whichever is higher:-

1. The lessee shall pay for every year except the first year of the lease, dead rent specified in clause 2 of this Part.

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

Rate and mode of payment of dead rent:-

2. Subject to the provisions of clause 1 of this Part, during the subsistence of the lease, the lessee/lessees shall pay to the State Government annual dead rent for the land demised and described in Part I of this Schedule, at a rate for the time being specified in Schedule V of the said Rules.

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 at 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 Schedule IV of the said Rules.

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 used 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 from deduction etc:-

1. The rent, water rate and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the State Government at ..... and such manner as the State Government may prescribe.

Mode of computation of royalty:-

2. For the purposes of computing the said royalties the lessee/lessees shall keep a correct account of the mineral/minerals produced and dispatched. An 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 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, together with simple interest due thereon at the rate of eighteen per cent per annum may be recovered 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 and VI of these presents and shall also pay and discharge all taxes, rates, assessments and impositions whatsoever being in the nature of public demands which shall, from time to time, be charged, assessed or imposed by the authority of the Central and State Governments upon or in respect of the premises and works of the lessee/lessees in common with other premises and works of a like nature except demands for land revenues.

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 workman-like 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 his

lease search for, win, work and develop the said minerals without voluntary intermission in a skillful and workman-like manner 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 purposes of this clause, operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine.

To indemnify Government against all claims:-

4. The lessee/lessees shall make and pay such reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law in force on the 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 therewith.

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 maybe made or used in the said lands and make and maintain sufficient fences to the satisfaction of the concerned authority of the Central or 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 strengthen and support the mine to necessary 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 requires such strengthening or support for the safety of any railway, reservoir, canal, road and any other public works or structures.

To allow inspection 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 any data and the lessee/lessees shall with proper person employed by the lessee/lessees and acquainted with the mines and works effectually assist such officer, agents, servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with the working of the mines which they may reasonably require and also shall and will conform to and observe all orders and regulations which

the Central and State Governments as the result of such inspection or otherwise may, from time to time, see fit to impose.

To report accident:-

8. The lessee/lessees shall without delay, send to the Deputy Commissioner and to the Director or PCCF & HOFF or competent officer, as the case may be, a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may 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 PCCF & HOFF or competent officer, as the case may be, 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 find. If any mineral not specified in the lease is discovered in the leased area, the lessee/lessees shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease is obtained thereof.

To keep records and accounts regarding production and employees 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) Quantity of the various qualities of ores beneficiated or converted.

(3) Quantities of the various qualities of the said mineral/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 prices and all other particulars of all sales of said mineral/minerals.

(6) The number of persons employed in the mines or works upon the said lands specifying nationality, qualifications and pay of the technical personnel.

(7) Such other facts, particulars and circumstances as the State Governments may from time to time require and shall also furnish free of charge to such officers and at such times as the State Governments may appoint, true and correct abstract of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officers 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 said books of accounts, plans and records and to make copies thereof and make extracts therefrom.

To maintain 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 sections of the mines in the said lands. They shall show all the operations and workings 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 surveys 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 State Government, true and correct copies of such plans and sections whenever required. Accurate records of all trenches, pits and drillings 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 State Government, from time to time.

The lessee/lessees shall allow any officer of the State Government to inspect the same at all reasonable times. He/they shall also supply when asked for by the State Government, Director General, Geological Survey of India, the Controller General, Indian Bureau of Mines, a composite plan of the area showing thickness, dip, inclination, etc. of all the seams as also the quantity of reserves quality-wise.

11A. The lessee shall pay a wage not less than the minimum wage prescribed by the Central or State Government from time to time.

11B. The lessee shall comply with provisions of the Mines Act, 1952, as and when applicable and the rules made thereunder.

11C. 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 expense.

11D. The lessee shall pay compensation to the occupier of the land on the date and in the manner as prescribed by the State Government.

11E. The lessee shall, in the matter of employment, give preference to the tribal and to the persons who become displaced because of the taking up of mining operations.

Act 67 of 1957:-

12. The lessee/lessees shall be bound by such rules as may be issued from time to time by the Government of India under section 15 of the Mines and Minerals (Development and Regulation) 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, the 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 products and shall at the close of each day cause the total weights, ascertained by such means of the said minerals, ores 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.

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 machine or weights shall be found incorrect or out of repair or order, the State Government may require that the same be adjusted, repaired and put in order by and at the expense of the lessee/lessees and if such requisition be not complied with within fourteen days after the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted, repaired, and put in order and the expense of so doing shall be paid by the lessee/lessees to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to 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 be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

To pay compensation for injury of third parties:-

15. The lessee/lessees shall make and pay reasonable satisfaction and compensation for all damage, injury or disturbance of person or property which may be done by or on the part of lessee/lessees in exercise of the liberties and power granted by these presents and shall at all times save harmless and keep indemnified the State Government from and against all suits, claims and demands which may be brought or made by any person or persons in 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 minerals not included in this lease and shall at all times afford to the State Government and to the holders of mining leases in respect of any such minerals or any minerals within any land adjacent to the said lands, 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.(1) The lessee/lessees shall not, without the previous approval of State Government,:-

(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/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 be substantially controlled by, any person or body of persons other than the lessee/lessees:

PROVIDED THAT the State Government shall not give its approval unless-

(a) the lessee has furnished an affidavit along with 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;

(b) the transfer of the mining 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 metres wide surrounding it.

(3) The State Government may by order in writing, determine the lease at any time if the lessee/lessees has/have 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 controlled by a Trust, Corporation, Firm or person:-

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 or make any arrangement, compact or understanding, whereby the lessee/lessees will or may be directly or indirectly financed by or under which the lessee's/lessees' operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, Syndicate, Corporation, Firm or person unless with the written sanction given prior to such arrangement, compact or understanding, being entered into or made, of the State Government and any or every such arrangement, compact or understanding, as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto that 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 as provided in Rule 15 of the said Rules or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the State Government pursuant to the power hereinafter 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 up to the sum equal to the full security deposit amount.

Delivery of workings in good order to State Governments after determination of lease:

20. The lessee/lessees shall at the expiration or sooner determination of the said term or any renewal thereof deliver up to the State Government all mines, pits, shafts, inclines, drifts, levels, water ways, airways and other works now existing or hereafter 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 cannot 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 minerals.

Right of pre-emption:-

21 (a) The State Government shall from time to time and all times during the said term have the right (to be exercised by notice in writing to the lessee/lessees) of pre-emption of the said minerals (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the lessee/lessees and the lessee/lessees shall with all possible expedition deliver all minerals or products or minerals purchased by the State Government under the power conferred by this provision in the quantities at the times in 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 a vessel 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 loading, the lessee/lessees shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the State Government shall be satisfied that the delay, is due to causes 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 fair market price the lessee/lessees shall if so required furnish to the State Government for the confidential information of the Government, particularly of the quantities, descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight, for carriage of the same and shall produce to such officer or officers as may be directed by the State Government original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

(d) In the event of the existence of a state of war or emergency (of which existence and President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof), the State Government with the consent of the Central Government shall from time to time and all times during the said term have the right (to be exercised by a notice in writing to the lessee/lessees forthwith take possession and control of the works plant machinery and premises of the lessee/lessees on or in connection with the said lands or operations under this lease and during such

possession or control the lessee/lessees shall conform to and obey all directions given by or on behalf of the Central Government or State Government regarding the use or employment of such works, 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 powers conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this 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 Government:-

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.

Furnishing of geophysical data:-

24. The lessee/lessees shall furnish:

(a) all geophysical data relating to mining fields, or engineering and ground water surveys, such as anomaly maps, sections, plans, structures, contour maps, logging, collected by him/them during the course of mining operations to the State Government and Director- General, Geological Survey of India.

(b) all information pertaining to investigations of radioactive minerals collected by him/them during course of mining operations to the Secretary, Department of Atomic Energy, New Delhi and to the State Government.

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

PART VIII
THE COVENANTS OF THE STATE GOVERNMENT

Lessee/lessees may hold and enjoy rights quietly:-

1. The lessee/lessees paying the rents, water rate and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee/lessees to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any unlawful interruption from or by the State Government, or any person rightfully claiming under it.

Acquisition of land of third parties and compensation thereof:-

2. If in accordance with the provision of clause 4 of Part VII of this Schedule the lessee/lessees shall offer to pay to an occupier of the surface of any part of the said lands compensation for any damage or injury which may arise from the proposed operations of the lessee/lessees and the said occupier shall refuse his consent to the exercise of the right and powers reserved to the State Government and demised to the lessee/lessees by these presents and the lessee/lessees shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the State Government is satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee/lessees shall have deposited with it such further amount as the State Government shall consider fair and reasonable, the State Government shall order the occupier to allow the lessee/lessees to enter the land and to carry out such operations as may be necessary for the purpose of this lease. In assessing the amount of such compensation, the State Government shall be guided by the principles of the Land Acquisition Act.

To renew mining lease:-

3. The mining lease shall be renewable for a single period not exceeding twenty years:

Provided that the Director or PCCF & HOFF or competent officer, as the case may be, may for reasons to be recorded in writing reduce the area applied for, or refuse to grant such renewal or renewals.

If the lessee/lessees be desirous of taking a renewed lease of the premises hereby demised or of any parts of them for a further term from the expiration of the term hereby granted and is otherwise eligible, they shall prior to expiration of the last mentioned term give to the Director or PCCF & HOFF or competent officer, as the case may be, six months previous notice in writing and shall pay the rent, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee/lessees to be observed and performed up to the expiration of the term hereby granted. The Director or PCCF & HOFF or competent officer, as the case may be, on receipt of application for renewal shall consider it in accordance with the provisions of the said Rules and shall pass orders as

it deems fit. If renewal is granted, the Director or PCCF & HOFF or competent officer, as the case may be, 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 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 said Rules applicable to..... (Name of minor minerals) on the day next following the expiration of the term hereby granted.

Liberty to surrender the lease:-

4. (1)The lessee/lessees may at any time surrender this lease by giving not less than sixty days notice in writing to the Director or PCCF & HOFF or competent officer, as the case may be, 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 the 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, powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the lessor in respect of any breach of any of the covenants or agreements contained in these presents.

4. (2) The Director or the PCCF & HOFF or competent officer may on an application made by the lessee, permit him to surrender one or more minerals 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 sixty days before the intended date of surrender; and

(b) Gives an undertaking that he will not cause any hindrance in the working of the mineral 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 purposes mentioned in this lease shall be refunded to the lessee/lessees. No interest shall run on the security deposit.

PART IX
GENERAL PROVISIONS

Obstructions to inspection:-

1. In case the lessee/lessees or his/their transferee/assignee does/do not allow entry or
inspection by the officers authorised by the State Government under clauses (c) of rule 34 of the said Rules, the State Government shall give notice in writing to the lessee/lessees requiring him/them to show cause within such time as may be specified in the notice why the lease should not be terminated 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 terminate 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 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 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 breaches of covenants and agreements by the lessee/lessees for which notice has been given by the State Government in accordance with clauses (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 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 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 fulfillment 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 the expression "Force Majeure" means act of God, war, insurrection, riot, civil commotion, strike, earth quake, tide, storm, tidal wave, flood, lightning, explosion, fire, earthquake and any other happening which the lessee/lessees could not reasonably prevent or control.

Lessee/lessees to remove his/their properties on the expiry of lease:-

5. The lessee/lessees having first paid 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 clauses 1 and 2 of this Part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down and remove for his/their own benefit all or any mineral excavated during the currency of lease, 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 of Part VII of this Schedule and which the State Government shall not desire to purchase.

Forfeiture of property 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 4 of Part VIII of this Schedule become effective there shall remain in or upon the said land any mineral, 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 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 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.

Notices:-

7. Every notice by these presents 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 by registered post addressed 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 be questioned or challenged by him.

Immunity of State Government from liability to pay compensation:-

8. If in any event the orders of the Director or PCCF & HOFF or any other competent officer are revised, reviewed or cancelled in pursuance of the proceedings under rule 37 of the said Rules, the lessee/lessees shall not be entitled to compensation for any loss sustained by the lessee/lessees in exercise of the powers and privileges conferred upon him/them by these presents.

9. The lease is executed at……. (name of city/town) in the State of Meghalaya 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 to the area and lease, condition 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/town) 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 land 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 Meghalaya in the presence of:

1.

2.

Signed by…..
for and behalf of……. in presence of:

1.

2.

FORM F
APPLICATION FOR QUARRY PERMIT
[see rule 23(1)]

Received at……. (Place)
On…….. (Time)

Initial of Receiving Officer

To

Sir,

1. I/We request that a quarry permit under the Meghalaya Minor Mineral Concession Rules, 2016 may be granted to me/us.

2. A sum of Rs. _____(in words…….) being the fees in respect of this application under clause (a) of sub-rule (1) of Rule 23 of the said Rules, have been deposited (vide Treasury challan No.....dated.....of …….Treasury)

3. (i) Name of the applicant:

(iii) Profession:

(iv) Address:

4. Details of the area in respect of which the permit is applied…….

5. Mineral/minerals which the applicant intends to quarry……

6. Quantity of mineral/minerals to be removed…….

7. Period during which the extraction of the mineral/minerals is/are to be completed…….

8. The purpose for which the mineral/minerals will be used…….

9. An affidavit should be enclosed to the effect that the applicant has, where the land is not owned by him, obtained surface rights over the area or has obtained the consent of the landowner/ landowners for the grant of quarry permit.

10. A Certificate of Registration (under the Registration Act, 1908) in respect of the land applied for quarry permit shall be enclosed.

11. A certificate as to the status of land whether it is forest or non-forest from the PCCF&HOFF shall be enclosed.

12. Whether No-objection Certificate from the concerned Autonomous District Council for the grant of quarry permit have been obtained (Yes/No)..... (If so, copy should be enclosed).

I/We declare that particulars given above are correct and I/We will furnish any other details as required in this connection. I/We do further declare that I/We shall adhere to the terms and conditions as laid down in the Rules and any other condition as imposed by competent authority.

Yours faithfully

Signature

Date: Name:

Place: Address:

FORM G
QUARRY PERMIT
[see rule 25(1)]

Permit No._____ of 20____.

Date of issue _____

Name and address of the permit holder _____
_____

Location of the area granted under the permit	Date of expiry of the permit.	Name & Description of minor mineral.	Purpose for which minor mineral will be used.	Quantity of minor mineral to be removed.

Seal Director/PCCF &HOFF/competent officer

Terms and Conditions of the Permit

1. This permit shall not be transferable.
2. Minor minerals shall be removed within the time limit specified in the permit.
3. Minor minerals shall not be removed beyond the quantity specified in the permit.
4. The area of the quarry shall not exceed two hectares.
5. Quarrying shall not exceed the depth of three metres from the surface.
6. Challans in Form H appended in the Rules shall be used by the permit holder for despatch of the minor minerals from the quarry permit area.
7. Proper records shall be maintained by the permit holder of the quantity of minor minerals removed and despatched including the number of persons employed daily, wages paid, details of any machinery deployed, use of any explosives, etc. Such records shall be submitted to the Director or PCCF &HOFF or competent officer as and when required.
8. Compensation shall have to be paid for damage, if any, to the land covered by the permit.
9. Felling of tress is not allowed without prior permission of the Competent Authority.
10. Surface operation shall not be done on any public prohibited and restricted place.
11. The permit holder shall comply with provisions of the Mines Act, 1952 as and when applicable.
12. Accidents shall be reported forthwith to the District Magistrate and competent authority.
13. The permit holder shall be liable to indemnify the claims of the third parties. The State Government shall not be responsible for such claims in any way.
14. **Prescribed royalty, VAT, reclamation fund and District Mineral Foundation Fund shall be paid before transportation.**

N.B: Breach of any of the above conditions shall be liable for cancellation of the permit, forfeiture of the minerals extracted and such other action as may be deemed necessary.

_____

FORM H
CHALLAN FOR TRANSPORT OF MINOR MINERALS
[see rule 26]

(IN TRIPLICATE)

Book No……. Serial No……..

Ref: Application No…….Dated……

1	Name and address of the lessee or permit holder.	…… …… …… ……
2	Details of the mining lease or quarry permit.	…… …… …… ……
3	Name of minor mineral.	……
4	Quantity.	……
5	Vehicle Registration No.	……..
6	Name and address of the consignee.	…… …… …… ……
7	Place of delivery of the minor mineral.	……..

Office seal Signature of the Issuing Authority

(To be filled up at the Checkpost)

1	Vehicle No.	……..
2	Quantity Transported	……..
3	Remark.	……..

Countersignature by the officer in-charge
……Checkpost.
Date:

N.B:

1) The Triplicate copy of this Transport Challan is to be retained at the office of the Director or PCCF & HOFF or competent officer, as the case may be.
2) Original and Duplicate copies of this Transport Challan are to be produced by the consignor at the checkpost. After necessary verification, stamping and countersignature on the body of this Transport Challan, the original copy is to be retained at the checkpost whereas the Duplicate copy is to be retained by the consignor.

FORM I

DAILY LOG BOOK

(see sub-rule 5 of rule 29)

Serial No.	**Date**	**Opening Stock**	**Production**	**Consumption**	**Despatch**	**Closing stock**	**No. of labourers engaged**	Signature of the lessee/permit holder or any person authorised by him

FORM – J

(See Rule 32)

MODEL FORM FOR TRANSFER OF MINING LEASE

THIS INDENTURE made this..... day of.....20.....between

When the transferor is an individual

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

When the transferors are more than one individual

.....(Name of person with address and occupation) and .....(Name of person with address and occupation) (hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and 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 (9 of 1932) and having their registered office at.....(hereinafter referred to as the "transferor" which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns).

When the transferor is a registered company

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

When the transferor is a 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 "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 Meghalaya (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 minor mineral/minerals) in the lands described in the Schedule thereto and also in Schedule annexed hereto for 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 transferees entering into an agreement in and containing the terms and conditions hereinafter set forth.

NOW THIS DEED WITHNESSETH 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 unexpired period of the said lease.

2. The transferee hereby covenants with the State Government that from and after the transfer and assignment of the lease the transferee shall be bound by, and be liable to perform, observe and conform and be subject to all the provisions of all the covenants, stipulations and conditions contained in said hereinbefore recited lease in the same manner in all respects as if the lease had been granted to the transferee as the lessee there under and he had originally executed it as such.

3. It is further hereby agreed and declared by the transferor of 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 mining lease is being transferred vest in the State Government.

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

   (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 financed to a substantial extent by or under which the transferor's operation or understandings were or are being substantially controlled by any person or body of persons other than the transferor.

   (iv) The transferee hereby declares that he/she has accepted all the conditions and liabilities which the transferor was having in respect of such mining lease.

   (v) The transferee hereby declares that he has furnished an affidavit along with his application for transfer of the present mining lease specifying therein the amount that he has already taken/proposes to take as consideration from the transferee.

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

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

(viii) The transferor has paid all the rent, 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

Location and area of the lease:-

All that tract of lands situated at ..... (Description of area or areas) in the Registration District of ……..... Sub-Division……..and Thana……..bearing cadastral Survey Nos. ……..containing an area of ..... or 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

Signed by……for and on behalf of the State Government in the presence of:
1.
2.

Signature of transferor in the presence of witnesses-	Signature of transferee in the presence of-
1.	1.
2.	2.

FORM- K

MONTHLY RETURN

[see rule 35(a)]

(*To be submitted before the 15th day of every month in respect of preceeding month*)

1	Return for the month:	_____(name of month and year)
2	Name of the lessee with address:	_____
		_____
		_____
3	Details of the mining lease:	_____
	a) Grant order No.& Date	_____
	b) Date of execution of the lease	_____
	c) Location of the mining lease	_____
	d) Area of the mining lease	_____
	e) Period of the mining lease	_____
4	Name of the Minor Mineral:	_____
5	Opening stock on the first day of the month	_____
6	Quantity produced:	_____
7	a) Quantity consumed:	_____
	b) Quantity dispatched:	_____
8	Closing stock at the end of the month:	_____
9	Pits mouth value (₹)	_____
10	Number of days the mine worked:	_____
11	The number of days of work stoppage in the mine. Indicate reason for such stoppage.	_____
		_____
12	No. of mandays worked:	_____
13	Average daily employment:	_____
	Remarks:	_____

Date: Signature of the lessee

Place: Or his Authorized Agent or Manager with Seal

FORM- L

ANNUAL RETURN

[see rule 35 (b)]

(*To be submitted by 15th May of each year in respect of the preceeding financial year*)

1	Annual Return for the year	1st April 20__to 31st March 20__
2	Name of lessee with address:	_____
3	Details of the mining lease: a) Grant order No.& Date b) Date of execution of the lease c) Location of the mining lease d) Area of the mining lease e) Period of the mining lease	_____ _____ _____ _____ _____
4	Name of minor mineral	_____
5	Opening stock on the first day of the year	_____
6	Quantity produced during the year:	_____
7	a) Quantity consumed during the year: b) Quantity dispatched during the year:	_____ _____
8	Closing stock at the end of the year:	_____
9	Average Pits mouth value (₹):	_____
10	Royalty(₹) paid: (a) for the current year: (b) towards past arrears:	 _____ _____
11	Dead Rent (₹) paid: (a) for the current year: (b) towards past arrears:	_____ _____
12	Number of days the mine worked during the year:	_____
13	The number of days of work stoppage during the year. Indicate reason(s) for such stoppage(s).	_____ _____

14 No. of mandays worked: _____

15 Average daily employment: _____

16 Accidents (if any): _____

17 Details of machinery & equipment deployed _____
_____
_____

18 Details of explosives used with quantity: _____
_____
_____

Remarks:

Date: Signature of the lessee
Place: Or his Authorized Agent or Manager with Seal

FORM M
FORM FOR APPEAL
[see sub-rule (1) and sub-rule (2) of Rule 37]

1	Name and address of individual (s) /firm or company	_____ _____ _____
2	Number & date of order against which appeal is made. (certified copy to be enclosed)	_____
3	Designation of the authority that passed the order.	_____
4	(i) Whether the appeal has been filed within 30(thirty) days from the date of communication of the order in terms of sub-rule 1 and sub-rule 2 of Rule 37?	_____
	(ii) If not, the reasons thereof as per proviso to sub-rules (1) and (2) of Rule 37.	_____
5	Whether application fee of Rs.1000/- as prescribed in sub-rule (3) of Rule 37 has been deposited? If so, Treasury challan in original should be attached.	_____ T.C. No.....Date.....
6	Name(s) of mineral or minerals for which appeal is made	_____ _____
7	Details of the area in respect of which appeal is made (A Plan of the area to be attached) (a) Village/Locality: (b) P.O/Thana: (c) Pin code: (d) Block/Sub-Division/District:	_____ _____ _____ _____
8	Grounds for appeal.	a. _____ b. _____ c. _____
9	Name and address of the party/parties impleaded. Reasons for impleading him/them to be mentioned.	_____ _____ _____

Yours faithfully,

Place …….

Signature of the applicant

Dated …….

SCHEDULE I
INDEX
[see rule 2(n)]

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SCHEDULE – II

[see rule 2(g),2(n) and rule 5(a)]

Minor minerals for industrial and specific uses: -

(1) Marble	
(2) Fuller's earth	
(3) Bentonite	
(4) Brick earth	When used in mechanised brick plants.
(5) Quartzite and Sand Stone	When used in cement manufacturing or in any other manufacturing Industry.
(6) Ordinary clay (7) Slate and Shale	When used in cement manufacturing or in any other industry other than cottage industry.

SCHEDULE – III

[see rule 2(g),2(n) and rule 5(b)]

Minor minerals for uses other than in Industry: -

(1) Gravel	
(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:

[Rule 70 of the Mineral Concession Rules, 1960]

Sand not to be treated as minor mineral when used for certain purposes*:* - Sand shall not be treated as a minor mineral when used for any of the following purposes, namely:-

(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 silvicrete cement;

(vi) For manufacture of Sodium silicate;

(vii) For manufacture of pottery and glass.

(4) Boulder	
(5) Shingle	
(6) Chalcedony or impure quartz pebbles	When used for ball mill purposes or filling of bore wells or for decorative purposes in buildings.
(7) Murram	
(8) Brick-earth	Other than brick-earth used in mechanised brick plants.
(9) Road metal	

(10) Reh matti	
(11) Slate and Shale	When used as building material and other than used in cement or other industry except Cottage Industry.
(12) Stones	When used for making household utensils.
(13) Building stones including granite	
(14) 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.
(15) Lime Shell (16) Kankar (17) Limestone of any grade	When used in kilns for manufacturing of lime used as building materials
(18) Salt-petre.	

SCHEDULE – IV

[see rule 2(n) and rule 28]

Rates of Royalty

Name of Minor mineral	**Rate of Royalty**
(1) Building stone including Granite	Rs.240 per cubic metre
(2) Gravel	Rs.240 per cubic metre
(3) Ordinary clay	Rs.100 per cubic metre
(4) Ordinary sand other than sand used for prescribed purposes	Rs.90 per cubic metre
(5) Boulder	Rs.240 per cubic metre
(6) Shingle	Rs.240 per cubic metre
(7) Limestone of any grade	Rs.80 per tonne
(8) Kankar	Rs.80 per tonne
(9) Limeshell	Rs.80 per tonne
(10) Murram	Rs.100 per cubic metre
(11) Brick earth	Rs.100 per cubic metre
(12) Fuller's earth	Rs.100 per cubic metre
(13) Slate	Rs.45 per tonne
(14) Shale	Rs.60 per tonne
(15) Stone used for making household utensils	Rs.240 per cubic metre
(16) Quartzite and sandstone	Rs.240 per cubic metre

SCHEDULE V

(see rule 2(n) and rule 27)

RATES OF DEAD RENT

Rates of dead rent applicable to mining leases granted for minor minerals are as under:

Rates of dead rent in rupees per hectare per annum

For the second year of the lease	*For the third year and fourth year of the lease*	*From the fifth year of the lease onwards*
400/-	1000/-	2000/-

Y. TSERING,
Additional Chief Secretary to the Government of Meghalaya
Mining & Geology Department.

SHILLONG: Printed and Published by the Director, Printing and Stationery, Meghalaya, Shillong.
(Extraordinary Gazette of Meghalaya) No. 213 - 730 + 500 — 12 – 9 - 2016.
website:- http://megpns.gov.in/gazette/gazette.asp