

SCHEDULE -I
[See rule 45(1)]

DEAD RENT

Period	Rate of dead rent per hectare per annum
1. 1st year of the lease	Rs. 150/
2. 2nd year of the lease	Rs. 300/
3. 3 rd year onwards of the lease	Rs. 750/

SCHEDULE-II
[See rules 23(1), 45(1) and 49]
RATES OF ROYALTY

Description of Minor Minerals	Rates of Royalty per tonne. (Rs.)
1 Limestone when used in kilns for manufacture of lime used as building materials and for other purposes falling within the definition of minor minerals.	30/-
2 Sandstone as dimensional stone	15/-
3 Boulders, gravels, shingles, pebbles, road metal, ballast and stone dusts.	8/-
4 Shale, slate and phyllite	6/-
5 Sand when used as constructional and masonry materials and for other purposes falling within the definition of minor minerals.	7/-
6 (a) Ordinary clay, silt and earth when used for constructional purposes.	6/-
(b) Ordinary clay when used for manufacture of brick and other industrial purposes	8/-
7 Serpentinite and other decorative stones falling within the meaning of minor minerals	50/-
8 All other minor minerals not hereinbefore specified.	6/-

Note: The rate of dead rent, royalty or fees appearing in these Rules are subject to revision by the State Government from time to time.

SCHEDULE-III

[See rule 23 (1)]

**MAXIMUM QUANTITIES OF MINOR MINERALS
REMOVABLE FREE OF ROYALTY**

Minor minerals	Quantity
1. Limestone	50 tonnes
2. Dimensional stones	10 tonnes
3. Ordinary clay and sand	10 tonnes
4. Serpentinite and other decorative stones.	10 tonne
5. All other minor minerals not hereinbefore specified.	Quantity to be fixed by the Director according to the circumstances of each case

SCHEDULE-IV

1. Form of application for grant of prospecting licence	FORM-A
2. Form of application for renewal of prospecting licence	FORM-B
3. Form of application for grant of quarrying lease	FORM-C
4. Form of application for renewal of quarrying lease	FORM-D
5. Form of quarrying dues clearance certificate	FORM-E
6. Form of Receipt of applications for grant/renewal of prospecting licence/quarrying lease/quarrying permit.	FORM-F
7. Model form of prospecting licence deed	FORM-G
8. Model form of quarrying lease deed	FORM-H
9. Model form for transfer of quarrying lease	FORM-I
10. Form of register of applications for prospecting licences	FORM-J
11. Form of register of prospecting licences	FORM-K
12. Form of register of applications for quarrying leases	FORM-L
13. Form of register of quarrying leases	FORM-M
14. Form of application for grant of quarrying permit	FORM-N
15. Model form of quarrying permit	FORM-O
16. Form of quarrying contract deed	FORM-P
17. Form of notice (applicable when the quarrying operation attracts the provisions of the Mines Act, 1952)	FORM-Q
18. Form of register to be maintained by the holder of quarrying lease/permit/contract	FORM-R
19. Form of monthly return	FORM-S
20. Form of annual statement	FORM-T
21. Form of quarrying dues arrears certificate	FORM-U
22. Form of memorandum of appeal	FORM-V

Note: The rate of dead rent, royalty or fees appearing in these Rules are subject to revision by the State Government from time to time.

FORM - A
 [See rule 18 (1)]

APPLICATION FOR GRANT OF PROSPECTING LICENCE
 (To be submitted in triplicate)

Received at (place).....
 on (date).....
 at (hour).....
 Initials of Receiving Officer.....

Date.....

To
 The Director of Commerce & Industries,
 Government of Manipur,
 Imphal.
 Through.....

Sir,

I. I/We request that a prospecting licence under the Manipur Minor Mineral Concession Rule, be granted to me/us.

II. A sum of Rs.500/- being the fee in respect of this application payable under rule 18(2)(a) of the said Rule has been deposited in the Government Treasury at....., and the receipted Challan.....(particulars of the Challan) therefor is enclosed herewith.

III. The required particulars are given below:-

- (1) Name of the applicant with complete address, stating whether he or it is a private individual/firm/association/private company/public company or any other, along with place of registration/incorporation (where applicable)
- (2) Nationality of the individual/ partners /members/ Board of Directors
- (3) Profession or nature of business of the applicant
- (4) No. and date of valid Quarrying Dues Clearance Certificate
- (5) If on the date of application the applicant does not hold a prospecting licence, it should be stated whether an affidavit to this effect has been furnished.....
- (6) Minor mineral or minerals which the applicant intends to prospect.....
- (7) Period for which the prospecting licence is required
- (8) Extent of the area the applicant wants to prospect
- (9) Details of the area in which the prospecting licence is required:
 (a) District..... (b) Sub-Division.....
 (c) Tahsil..... (d) Village.....
 (e) Dag/Patta nos.(where available).....(f) Area (in hectares).....
 (g) Occupier (owner).....
- (10) In case the area applied for is under forest, then the following particulars be given:-
 (a) Forest division and range.....
 (b) Legal status of the forest(namely reserved, protected, unclassified, ect.)

- 11. Brief description of the area applied for illustrated by a map or plan drawn to scale showing as accurate as possible the situation and boundaries. (Where forest maps or cadastral maps are available, the area should be marked on such a map. Where the area is unsurveyed, the area should be marked on a plan showing all important surface and natural features such as streams, roads, tanks, etc. and the bearing and distance of all corner points from any important prominent and fixed point or points).....
- (12) (a) Does the applicant has surface rights over the area for which he requires a prospecting licence ?.....
(b) If not, has he obtained the consent of the owner of the land(the occupier of the surface land) for undertaking prospecting operations ? If so, the consent of the owner(occupier) obtained in writing be filed
- (13) An affidavit ,that the up-to -date income tax returns, as prescribed under the Income Tax Act,1961,have been filed, and tax due, including the tax on account of self-assessment has been paid
- (14) An affidavit that the following are the particulars of the areas mineral-wise within the jurisdiction of the State Government for which the applicant or any person jointly in interest with him:
 - (a) already holds under prospecting licence
 - (b) has already applied for but not granted
 - (c) being applied for simultaneously :
- (15) Nature of jointly in interest, if any
- (16) If the applicant intends to supervise the works, his previous experience of prospecting and quarrying or mining should be explained; if he intends to appoint a manager, the name of such manager, his qualifications, nature and extent of his previous experience should be specified and his consent letter should be attached
- (17) Financial resources of the applicant.....
- (18) Any other particulars or sketch map which the applicant wishes to furnish.....

IV. I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, including accurate plans as may be required by you.

Yours faithfully,

(Signature and designation of the applicant)

Place :

Date :

Note:

- 1. If the application is signed by an authorised agent of the applicant, Power of Attorney should be attached.
- 2. The application should relate to one compact area only.
- 3. Such large-size map, as may be available, should be attached for proper demarcation of the areas, specially when the area applied for is 40 hectares or less.

FORM -B
 [See rule 18(1)]
APPLICATION FOR RENEWAL OF PROSPECTING LICENCE
(To be submitted in triplicate)

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

Initials of Receiving Officer.....

To

The Director of Commerce & Industries,
 Government of Manipur.
 Imphal.

Through:.....

Sir,

- I. I/We request for renewal of my/our prospecting licence under the Manipur Minor Mineral Concession Rules,.....
- II. A sum of Rs.500/- being the fee in respect of this application payable under rule 18(2) (a) of the said Rules has been deposited in the Government Treasury at..... and the receipted Challan(particulars of the Challan) therefor is enclosed herewith.
- III The required particulars are given below :-
 - (1) Name of the applicant with complete address, stating whether he or it is a private individual/firm/association/private company/public company or any other, along with place of registration/incorporation(where applicable).....
 - (2) Nationality of the individual/partners/members/Board of Directors.....
 - (3) Profession or nature of business of the applicant.....
 - (4) No. and date of valid Quarrying Dues Clearance Certificate.....
 - (5) An affidavit, that up-to date income tax returns, as prescribed under the Income Tax Act,1961, have been filed and the tax due, including the tax on account of self-assessment has been paid.....
 - (6) (a) Particulars of the prospecting licence of which renewal is desired.....
 (b) Details of previous renewal/renewals granted, if any.....
 - (7) Reasons in detail for asking for renewal of prospecting licence along with a report on the prospecting already done.....
 - (8) Period for which renewal of prospecting licence is desired.
 - (9) Whether renewal is desired for the whole or part of the area held under prospecting licence.....
 - (10) In case the renewal applied for is only for part of the area held under prospecting licence
 - (a) 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) Particulars of the map of area held under prospecting licence with area applied for renewal clearly marked on it attached.....

- (11) (a) Does the applicant continue to have the surface rights over the areas of the land for which he requires renewal of the prospecting licence ?.....
- (b) If not, has he obtained the consent of the owner (occupier) of the land for undertaking prospecting operations ? If so, the consent of the owner (occupier) of the land obtained in writing, be filed

(12) Particulars of the area mineral-wise in the State only supported by an affidavit for which the applicant or any person jointly in interest with him -

- (a) already holds under prospecting licence
- (b) has already applied for but not granted
- or
- (c) being applied for simultaneously.....

(13) Any other particulars which the applicant may wish to furnish.....

IV. I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, including accurate plans, as may be required by you.

Yours faithfully,

(Signature and designation of the applicant)

Place :
Date :

Note:

1. If the application is signed by an authorised agent of the applicant, Power of Attorney should be attached.
2. The application should relate to one compact area only.
3. Such large-size map, as may be available, should be attached for proper demarcation of the areas, specially when the area applied for is 40 hectares or less.

FORM - C
[See rule 31(1)]

APPLICATION FOR GRANT OF QUARRYING LEASE
(To be submitted in triplicate)

Received at (place)..... Dated.....
on (date).....
at (hour).....
Initials of Receiving Officer.....

To
The Director of Commerce & Industries,
Government of Manipur,
Imphal.

Through.....

Sir,

I. I/We request that a quarrying lease under the Manipur Minor Mineral Concession Rules, be granted to me/us.

II. A sum of Rs.1000/- being the fee in respect of this application payable under rule 31(2)(a) of the said Rules has been deposited in the Government Treasury at..... and the receipted Challan.....(particulars of the Challan) therefor is enclosed herewith.

III. The required particulars are given below :-

- (1) Name of the applicant with complete address, stating whether he or it is a private individual/firm/association/private company/public company or any other, along with place of registration/incorporation(where applicable).....
- (2) Nationality of the individual/partners/members/Board of Directors.....
- (3) Profession or nature of business of the applicant.....
- (4) No. and date of valid Quarrying Dues Clearance Certificate.....
- (5) An affidavit, that the up-to-date income tax returns, as prescribed under the Income Tax act, 1961, have been filed, and tax due, including the tax on account of self-assessment has been paid
- (6) If on the date of application the applicant does not held a quarrying lease, it should be stated whether an affidavit to this effect has been furnished
- (7) Minor mineral or minerals which the applicant intends to quarry.....
- (8) Period for which the quarrying lease is required.....
- (9) Extent of the area for which the quarrying lease is required.....
- (10) Details of the area in which the quarrying lease is required;

(a) District.....	(b) Sub-Division.....
(c) Tehsil.....	(d) Village.....
(e) Dag/Patta Nos. (where available)	
(f) Area(in hectares).....	(g) Occupier(owner).....
- (11) In case the area applied for is under forest, then the following particulars be given :-

(a) Forest division and range.....
(b) Legal status of the forest (namely) reserved, protected, unclassified, etc.)
- (12) Brief description of the area applied for illustrated by a map or plan drawn to scale showing as accurate as possible the situation and boundaries. (Where forest maps or cadestral maps are available, the area should be marked on such a map. Where the area is unsurveyed, the area should be marked on a plan showing

all important surface and natural features such as streams, roads, tanks, etc. and the bearing and distance of all corner points from any important prominent and fixed point or points).....

(13) (a) Does the applicant has surface rights over the area for which he requires a quarrying lease ?.....

(b) If not, has he obtained the consent of the owner of the land(the occupier of the surface land) for undertaking quarrying operations ? If so, the consent of the owner(occupier) obtained in writing be filed

(14) An affidavit that the following are the particulars of the area mineral-wise within the jurisdiction of the State Government for which the applicant or any person jointly in interest with him:

(a) already holds under quarrying concessions.....

(b) has already applied for but not granted:.....

(c) being applied for simultaneously:.....

(15) Nature of jointly in interest, if any.....

(16) If the applicant intends to supervise the works, his previous experience of quarrying or mining should be explained; if he intends to appoint a manager, the name of such manager, his qualifications, nature and extent of his previous experience should be specified and his consent letter should be attached.....

(17) Manner in which the minor mineral raised is to be utilised, stating whether it is for manufacture/sale in raw form or after processing (crushing/grinding/beneficiation/calcining)/any other purpose, expected consumers and place of consumption of the minor mineral.....

(18) Means by which the minor mineral is to be raised, i.e., by hand labour or mechanical or electrical power and the degree of mechanisation, if any, contemplated....

(19) Anticipated financial investment in the operations and financial resources of the applicant....

(20) Any other particulars or sketch map which the applicant wishes to furnish

IV. I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, including accurate plans as may be required by you

Yours faithfully,

(Signature and designation of the applicant)

Place:

Date :

Note:

1. If the application is signed by an authorised agent of the applicant, Power of Attorney should be attached.
2. The application should relate to one compact area only.
3. Such large-size map, as may be available, should be attached for proper demarcation of the areas, specially when the area applied for is 5 hectares or less.
4. The applicant may further be required to submit a quarrying or mining plan including for protection of environment, if demanded by the authority on case-to-case basis.

FORM - D

[See rule 37 (1)]

APPLICATION FOR RENEWAL OF QUARRYING LEASE

(To be submitted in triplicate)

Received at (place) Dated.....
 on (date).....
 at (hour).....
 Initials of Receiving Officer.....

To

The Director of Commerce & Industries,
 Government of Manipur,
 Imphal.

Through:.....

Sir,

I. I/We request for renewal of my/our quarrying lease under the Manipur Minor Mineral Concession Rules,.....

II. A sum of Rs.1000/- being the fee in respect of this application payable under rule 31 (2) (a) of the said Rule has been deposited in the Government Treasury at, and the receipted Challan..... (particulars of Challan) therefore is enclosed herewith.

III. The required particulars are given below:-

- (1) Name of applicant with complete address, stating, whether he or it is a private individual/firm/association/private company/public company or any other, along with place of registration/incorporation (where applicable)
- (2) Nationality of the individual/partners/members/Board of Directors
- (3) Profession or nature of business of the applicant.....
- (4) No. and date of valid Quarrying Dues Clearance Certificate
- (5) An affidavit, that the up-to-date income tax returns, as prescribed under the Income Tax Act, 1961, have been filed, and tax due, including the tax on account of self-assessment has been paid
- (6) (a) Particulars of the quarrying lease of which renewal is desired.....
 (b) Details of previous renewal granted, if any
- (7) Minor mineral or minerals which the applicant intends to quarry.....
- (8) Period for which the renewal is required.....
- (9) Whether renewal is applied for the whole or for part of the leasehold
- (10) In case the renewal applied for is only for part of the leasehold:-
 - (a) 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) particulars of the map of the leasehold with area applied for clearly marked on it (attached).....

- (11) (a) Does the applicant continue to have the surface rights over the areas of the land for which he requires renewal of the prospecting licence ?
- (b) If not, has he obtained the consent of the owner(occupier) of the land for undertaking quarrying operations ? If so, the consent of the owner (occupier) of the land obtained in writing be filed
- (12) Particulars of the area mineral-wise in the State duly supported by an affidavit for which the applicant or any person jointly in interest with him:-
- (a) already holds under prospecting licence:.....
- (b) has already applied for but not granted.....
- or
- (c) being applied for simultaneously.....
- (13) Manner in which the minor mineral raised is to be utilised, stating whether it is for manufacture/sale in raw form or after processing (crushing/grinding/beneficiation/calcing)/ any other purpose, expected consumers and place of consumption of the minor mineral
- (14) Means by which the minor mineral is to be raised, i.e., by hand labour or mechanical or electrical power and the degree of mechanisation, if any, contemplated.....
- (15) Anticipated financial investment in the operation and financial resources of the applicant.....
- (16) Any other particulars which the applicant may wish to furnish,

IV. I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, including accurate plans as may be required by you.

Yours Faithfully,

(Signature & designation of the applicant)

Place :

Date :

Note:

1. If the application is signed by an authorised agent of the applicant, Power of Attorney should be attached.
2. The application should relate to one compact area only.
3. Such large-size map, as may be available, should be attached for proper demarcation of the areas, specially when the area applied for is 5 hectares or less.

**GOVERNMENT OF MANIPUR
OFFICE OF THE**

No.....

Date.....

FORM -E

[See rules 18(2), 31(2) and 50(2)]

QUARRYING DUES CLEARANCE CERTIFICATE

I hereby certify that the applicant,.....
(name and address of the applicant) has paid the fees, royalty/ dead rent, surface rent, etc.
due, other than those which have been stayed by the competent authority, in respect of all
the prospecting licence and/or quarrying concessions held in the name of the applicant in
the State of Manipur.

This certificate is valid for one year from the date of issue.

Seal

(Signature & designation of
Competent Officer)

**GOVERNMENT OF MANIPUR
OFFICE OF THE**

No.....

Date.....

FORM-F

[See rules 19(4), 32(4) & 51(1)]

**RECEIPT OF APPLICATIONS FOR GRANT/RENEWAL OF
PROSPECTING LICENCE/QUARRYING LEASE/QUARRYING PERMIT**

Received the application dated.....with the following enclosures from.....
(name of the applicant) for a prospecting licence/quarrying lease/quarrying permit/
renewal of prospecting licence/renewal of quarrying lease on (date of
receipt) for above..... hectares of land located in Villageof
District for prospecting/quarrying of (name of minor mineral).

Enclosures:

Place:

(Signature & designation
of Receiving Officer)

Date:

FORM-G
[See rule 24(2)]
MODEL FORM OF PROSPECTING LICENCE DEED

THIS INDENTURE made this.....day of, 19..... between the Governor of Manipur represented by and acting through the Director of Commerce & Industries, Government of Manipur (hereinafter referred to as the State Government which expression shall where the context so admits be deemed to include his heirs, successors and assigns) of the one part and

When the licensee is an individual (name of person with address and occupation)(hereinafter referred to as "the licensee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns)

When the licensees 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 licensees" which expression shall where the context so admits be deemed to include their respective heirs/administrators, representatives and their permitted assigns)

When the licensee is a registered firm (name and address of the partners) son ofof son of of son of 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 licensees" which expression shall where the context so at admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns)

When the licensee 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 licensees"

WHEREAS the licensee/licensees/have applied to the State Government in accordance with the Manipur Minor Mineral Concession Rule, (hereinafter referred to as the said Rules) for a licence to prospect for.....in the lands specified in Schedule-'A' hereunder written and delineated in the plan herewith annexed (hereinafter referred as the said lands) and has/have deposited with the State Government Rs.....as the said prescribed security in respect of such licence and has/have paid to the State Government the sum of Rs.....as the prescribed prospecting fee for.....months/years in advance in respect of such licence and whereas there is no objection to the grant of such licence. Now these presents witness as follows:

PART - I

In consideration of the fee, royalties, covenants and agreements hereinafter reserved contained and on the part of the licensee/licensees to be paid, observed and performed, the State Government hereby grants and demises unto the licensee/licensees the sole right and licence.

To enter upon the lands and search for, win or carry away and dispose of minerals won.

(1) To enter upon the said lands and to search for by quarrying, boring and digging or otherwise all or any (names of minor minerals) lying or being within, under or throughout the said lands:

Provided that the licensee/licensees may win and carry away for purposes other than commercial purposes:

- (a) Any quantity of such minerals within the limits specified in Schedule-III of the said Rules, without any payment;
- (b) Any quantity of such minerals exceeding such limits but not exceeding twice such limits, which is won during prospecting operations, on payment or royalty for the time being specified in Schedule-II of the said Rules in respect of those minor minerals;
- (c) With the written approval of the State Government, the licensee/licensees may carry away quantities of minerals in excess of twice the limit specified in Schedule-III, on payment of royalties for the time being specified in Schedule-II of the said Rules, for chemical, metallurgical, ore dressing and other test purposes.

To clear undergrowth and brushwood, etc.

(2) Subject to the provisions of clauses (5) and (6) Part-II of these present for the purposes aforesaid to clear undergrowth and brush-wood and trees with the sanction of the Deputy Commissioner previously obtained in writing, to make and use any drains or water courses on the said lands for purposes as may be necessary for effectively carrying on the prospecting operations and for the workman employed thereon and with the like sanction to use any water provided always that such use shall not diminished or interfere with the supply of water to which any cultivated land, village, building or watering place for livestock has heretofore been accustomed and that no streams, springs or well shall be fouled or polluted by any such use or the prospecting operations hereby licensed.

To bring upon and erect machinery, etc., on the said lands

(3) To erect and bring upon the said lands all such temporary huts, sheds and structures, steam and other engine machinery and conveniences, chattels and effects as shall be proper and necessary for effectively on the prospecting operations hereby licensed or for the workmen employed thereon.

RESERVED nevertheless to the State Government full power and liberty at all times to enter into and upon and to grant or demise to any person or persons whomsoever liberty to enter into and upon the said lands for all or any purposes other than those for which sole right and licence are hereby expressly conferred upon the licensee/licensees and particularly (and without hereby in any way qualifying such general power and liberty) to make on, over or through the said lands such roads, as shall be considered necessary or expedient for any purposes and to obtain from and out of the said land / lands such stone, earth or other materials as may be necessary or requisite for making, repairing or maintaining such roads, to pass and repass at all time over and along such roads, for all purposes and as occasion shall require.

To hold the said right and licence unto the licensee/licensees from the date of these presents for the term of(hereinafter referred to as the said term).

Paying therefore annually in advance a sum of Rs..... being the prospecting fee each year or portion of a year and immediately on the expiration of sooner determination of the said term clear of all fees, rates, taxes, charges, deductions, and royalty at the rates specified in Schedules-"B" and "C" hereunder written on the minor minerals won and carried away by the licensee/licensees during the said terms.

PART-II: Covenants by Licensee/licensees.

The licensee/licensees hereby covenants/covenant with the State Government as follows:

Payment and rates of royalty

(1) To pay royalty to the State Government at such rates and at such time as are specified in Schedule-"C" hereunder written provided that the licensee/licensees shall be entitled to carry away free of royalty not more than..... for experimental purposes.

Payment of prospecting fee

(2) To pay in advance a prospecting fee for the whole period of grant/renewal of the licence at such rates, amount and time as are specified in Schedule-"B" hereunder written.

To carry on work in workman-like manner

(3) To work and carry on the operations hereby licensed in a fair, orderly, skillful and workman-like manner and with as little damage as may be to the surface of the lands and trees, crops, buildings, structures and other property thereon.

Maintenance of correct accounts

(4) The licensee/licensees shall maintain a correct and faithful account of all the expenses incurred by him/them on prospecting operations and also the quantity and other particulars of all minerals obtained during such operations their despatch.

No prospecting operations within 50 metre of public work, etc.

(5) The licensee/licensees shall not work or carry on or allow to be worked or carried on any prospecting operation at or to any point within a distance of 50 metres 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 reservoir, or canal horizontally from the outer toe of the bank or the outer edge of cutting as the case may be and in case of a building horizontally from the plinth thereof. In case of village roads no workings shall be carried on within a distance of 10 metres of the outer edge of the cutting except with the previous written 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 other general or special, which may be attached to such permission.

Explanation:- For the purpose of this clause the expression, 'Public Road' shall mean a road which has been constructed by artificially surfaced as distinct from a tract resulting from repeated use. Village road will include any tract shown in the Revenue Records as village road.

Not to cut or injure trees in reserved forest, etc. without previous permission.

(6) Not to cut or injure any timber or tree on any unoccupied or unreserved land without the written permission of the Divisional Forest officer concerned and without such permission of the Deputy Commissioner disturb the surface of any road or enter upon, any public pleasure ground, burning or burial ground, or any place held sacred by any class or person or interfere with any right of way, well or tank.

Entry upon in occupation of a person

(7) Not to enter upon any land in the occupation of any person without the consent of the occupier nor to cut or in any way injure any trees, standing crops, buildings, huts, structures or other property of any kind of the occupier of any land or any other person without the written consent of such owner, occupier or person.

Not to commence work in reserved forest without previous permission.

(8) Not to enter upon or commence prospecting in any protected or reserved forest situated upon the lands without obtaining the prior approval of the Central Government under Section 2 of the Forest (Conservation) Act, 1980.

Indemnify Government against all claims

(9) To take reasonable satisfaction and pay such 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 in exercise of the power granted by this licence and to 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.

(10) To pay a wage not less than the minimum wage prescribed by the State Government from time to time.

(11) To take measures, at his own expense, for the protection of environment like planting of trees, reclamation of quarried land, use of pollution control devices, and such other measures as may be prescribed by the State Government from time to time.

(12) To pay compensation to the occupier of the surface of the land on the date and in the manner laid down in the said Rules.

Forfeiture of Security deposits, etc.

(13) Whenever the security deposits of Rs.....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 licensee/licensees shall forthwith deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to being the amount in deposit with the State Government upto the sum of Rs.....

Licensee not to be controlled by trust, syndicate, etc.

(14) The licensee/licensees shall not be controlled or permit himself/themselves to be controlled by any trust, syndicate, corporation, firm or person except with the written consent of the State Government.

Report on accident

(15) The licensee/licensees shall without delay send to the Deputy Commissioner and the Director 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 operation under the licence.

To provide for weighing/measurement of material won

(16) At such times and occasions as may be required the licensee/licensees shall well and truly measure or weigh or cause to be measured or weighed upon some part of the said lands all minor minerals from time to time won from the said land by the licensee/licensees and all such minor minerals as may require to be measured or weighed for the purpose of ascertaining the royalty payable under these presents shall be so measured or weighed. The licensee/licensees agrees/agree not to take away from the said land any minor mineral so won until the same shall have been measured or weighed as the case may be. The licensee/licensees further agrees/agree to give..... days previous notice in writing to the Deputy Commissioner and the Director of every such measuring or weighing in order that he or some person on his behalf may be present thereat.

Plugging of bore holes, fencing, etc. and restoring the surface of land after determination or abandonment

(17) Save in the case of land over which the licensee/licensees shall have been granted a quarrying concession on or before the expiration or sooner determination of the licence, he /they shall, within six months next after the expiration or sooner determination of the licence or the date of abandonment of the undertaking whichever shall first occur securely plug any bore or hole and fill up or fence any holes or excavation that may have been made in the lands to such an extent as may be required by the Deputy Commissioner concerned and the Director and shall, to a like extent restore the surface of the land and buildings thereon which may have been damaged or destroyed in the course of prospecting provided the licensee/licensees shall not be required to restore the surface of the land or any building in respect of which full and proper compensation has already been paid.

Removal of machinery, etc. after expiration, determination or abandonment

(18) Upon the expiration or sooner determination of this licence or the abandonment of the operation hereby licensed, whichever shall first occur, the licensee/licensees shall remove expeditiously at his/their own cost all buildings, structures, plant, engines, machinery, implements, utensils, and other property and effects theretofore created or brought by the licensee/licensees and then standing or being upon the said land and also all minor minerals theretofore won by the licensee/licensees under the authority of these presents and then being upon the said lands provided that this covenant shall not apply to any part of the said lands which may be comprised in any quarrying concession granted to the licensee/licensees during the subsistence of this licence.

Report of work done and information obtained by the licensee

(19) The licensee/licensees shall, within three months of the close of the period to which it relates, submit to the Director a quarterly report of the work done by him/ them stating the number of person engaged and disclosing in full the geological, geophysical or other valuable data collected by him/them during the period.

(20) The licensee/ licensees shall also submit to the Director at any time before the security deposit is returned to him/them or transferred to any other account, or within one month of the expiry or sooner determination of the licence or abandonment of the operations, whichever is earlier, a full report of the work done and all information relevant to mineral resources acquired by him/them in the course of prospecting operations in the area covered by the licence.

(21) While submitting reports under clauses(19) and (20) of this part, the licensee/licensees may specify that the whole or any part of the reports or data submitted by him/them shall be kept confidential; and the Director shall thereupon keep the specified portions as confidential for a period of two years from the expiry of the licence or sooner determination of the licence or abandonment of the operation or return of the security deposit, whichever is earlier.

PART – III: Powers of the Government

It is hereby agreed as follows:

Cancellation of the licence and/or forfeiture of the deposit in case of breach of conditions

(1) In the case of any breach of any condition of the licence by the licensee/licensees or his transferees or assignees, the State Government shall give a reasonable opportunity to the licensee/licensees of stating his/their case and where it is satisfied that the breach is such as cannot be remedied, on giving thirty days notice to the licensee/licensees or his transferees or assignees, determine the licence and/or forfeit the whole or any part of the said deposit of Rs..... deposited under the covenants in that behalf as the State Government may deem fit. In case the State Government considers the breach to be a remediable nature, it shall give notice to the licensee/licensees or his transferees or assignees as the case may be requiring him/them to remedy the breach within thirty days from the date of receipt of the notice informing him/them of the penalty proposed to be inflicted if such remedy is not made within such period.

Application of security to payment of compensation

(2) The State Government may from time to time appropriate and apply the said deposit of Rs..... or any part thereof or any further sum deposited under any covenants in that behalf hereinbefore contained in or towards payment or satisfaction of any claims to compensation which the Government has or may have against the licensee/licensees and/or which may be made by any person or persons against the licensee/licensees and/or the State Government in respect of any damage or injury done by the licensee/licensees in exercise of any of the powers conferred by this licence and in or toward payment of any damages, costs or expenses which may become payable as the result of or in connection with any suits or proceedings, which may be instituted against the State Government in respect of any such damage or injury and also in or towards payment of the expenses of the carrying out or performance of any works or matters which the licensee/licensees shall fail to carry out or perform after the expiry or sooner determination of this licence or the abandonment of the operations hereby licensed in accordance with the covenants in that behalf hereinbefore contained or in payment or satisfaction of any such claims, damages, costs and expenses.

When the properties of licensee are removed from the lands in time

(3) If any buildings, structures, plants, engines, machinery, implements, utensils or other property or effect or any minor minerals which ought to be removed by the licensee/licensees from the said lands, in accordance with the covenant in that behalf hereinbefore contained, be not so removed within one calendar month after notice in writing requiring their removal shall have been given to the licensee/licensees by the State Government, the same shall be deemed to become the property of the State Government and may be sold or disposed of for the benefit of the State Government in such manner as the state Government shall deem fit, without any liability to pay any compensation or to account to the licensee/licensees in respect thereof.

Licensee/licensees to pay for work done on his behalf

(4) If any of the works or matters which in accordance with the covenant in that behalf hereinbefore contained are to be carried out or performed by the licensee/licensees, 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 licensee/licensees shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same.

Right of pre-emption

(5)(a) The State Government shall from time to time and at all times during the said term have the right (to be exercised by notice in writing to the licensee/licensees) of pre-emption of the said minor minerals (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the licensee/licensees and the licensee/licensees shall with all possible expedition deliver all minor minerals, or products thereof, purchased by the State Government under the power conferred by this provision in the quantities at the time in the manner and the place specified in the notice exercising the said right.

(b) The price to be paid for all minor minerals, or products thereof, 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 licensee/licensees shall, if so required, furnish to the State Government for the confidential information of the Government, particulars of the quantities, descriptions and prices of the said minor minerals, or products thereof, sold to other customers and shall produce to such officer or officers as may be directed by the State Government original or authenticated copies of contracts.

(c) In the event of the existence of a state of war or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof), the State Government shall from time to time at all times during the said term have the right (to be exercised by a notice in writing to the licensee/licensees) to forthwith take possession and control of the works, plant, machinery and premises of the licensee/licensees on or in connection with the said lands or operations under this licence and during such possession or control, the licensee/licensees shall conform to and obey all directions given by or on behalf of the State Government regarding the used or employment of such works, plants, premises and minor minerals:

PROVIDED THAT fair compensation, which shall be paid determined in default of agreement by the State Government, shall be paid to the licensee/licensees for all lost or damage sustained by him/them by reason or in consequence of the exercise of the power conferred by this clause and:

PROVIDED ALSO that 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.

Part-IV: Rights of licensee/licensees

It is hereby further agreed as follows:

Transfer of licence and fee payable

(1) During the subsistence of the licence or of any renewal thereof the licensee/licensees may, with the previous sanction of the State Government, transfer his/their licence or any right, title or interest therein to a person who has filed an affidavit stating that he has filed up-to-date income tax returns, paid income tax assessed on him and paid the income tax on the basis of self-assessment as provided in the Income Tax Act, 1961(43 of 1961), on payment of a fee of Rs.500/-:

Provided that the State Government shall not give its sanction unless -

(i) the licensee has furnished an affidavit along with his application for transfer of the prospecting licence specifying therein the amount that he has already taken or proposes to take as consideration from the transferee; and

(ii) the transfer of the prospecting licence is to be made to a person or body directly undertaking prospecting operations.

Renewal of Prospecting Licence

(2) If the licensee/licensees be desirous of taking a renewed licence of the premises hereby demised or of any parts of that for a further term from the expiration of the term hereby granted and is otherwise eligible, he/they shall apply to the State Government for renewal at least prior to the date of expiration of the term of licence under these covenants and shall pay the rents and royalties hereby reserved and shall observe and perform the several covenants and agreement herein contained and on the part of licensee/licensees to be observed and performed up to the expiration of the term hereby granted. The State Government on receipt of the application for renewal shall consider it in accordance with relevant provision of the said Rules and shall pass such orders as it may deem fit. If renewal is granted the State Government will at the expense of the licensee/licensees and upon his/their executing and delivering to the State Government, if required, the counterpart thereof, execute and deliver to the licensee/licensees the renewed licence of the said premises or part thereof for a further term of years at such rates of royalty and on such terms and subject to such rates and royalties and on such terms and subject to such covenants and agreements including this present covenant be renewed and shall in accordance with the said Rules applicable to.....(names of minerals) on the day next following the expiration of the term hereby granted.

Preferential right of the licensee/licensees for obtaining quarrying concession.

(3) On or before the determination of the licence or any renewal thereof, the licensee/licensees shall have a preferential right for obtaining a quarrying concession in respect of whole or part of that land over any other person, provided that the State Government is satisfied that the licensee/licensees has/have not committed any breach of the terms and conditions of the prospecting licence, has/have undertaken prospecting operations to establish minor mineral resources in such land and is/are otherwise a fit person for being granted the quarrying concession.

(4) If an application for renewal for the prospecting licence made in accordance with the said Rules is not disposed of by the State Government before the expiry of the licence, the licence shall be deemed to have been renewed for a period not exceeding the period prescribed for the renewal of prospecting licence under sub-rule (2) of rule 12 of the said Rules, or the period for which the application is made, whichever is less.

Extension of period of prospecting licence

(5) If the licensee/licensees before the determination of this licence or of any renewal thereof applies/applied for the grant of a quarrying concession over the whole or any part of the said lands, the period of this licence shall be further extended over that part of the said lands, until his application for quarrying concession is disposed of in accordance with relevant provisions of the said Rules. No fee shall be payable in respect of any period so extended.

Refund of deposit

(6) On such date within six calendar months after the determination of this licence or of any renewal thereof, as the State Government shall elect after compliance by the licensee/licensees of rule 26 of the said Rules, the amount then remaining in deposit with the State Government and not required to be applied to any of the purposes in Part-III of these presents mentioned, shall be refunded to the licensee/licensees or if the licensee/licensees shall have obtained a quarrying lease over the said lands or any portion thereof, be retained at the credit of the licensee/licensees on account of the fees, rents and royalties to become payable under such lease. The amount shall in no case carry any interest whatsoever.

PART-V : General Provisions

It is lastly agreed as follows:

Delay in fulfillment of the term of licence due to force majeure

(1) Failure on the part of the licensee/licensees to fulfil any of the terms and conditions of this licence shall not give the State Government any claim against him/them or be deemed a breach of the licence in so far as such failure is considered by the State Government to arise from force majeure. If the fulfillment of the licensee/licensees of any of the terms and conditions of this licence be delayed from force majeure, the period of such delay shall be added to the period fixed by this licence.

The expression force majeure means act of God, war, insurrection, riot, civil commotion, strike, tide, tidal wave, storm, flood, lightning explosion, fire, earthquake and any other happening which the licensee/licensees could not reasonably prevent or control.

Service of notices

(2) Every notice required to be given to the licensee/licensees shall be given in writing to such person as the licensee/licensees may appoint for the purpose of receiving such notices or if no such appointment is made then the notice shall be sent to the licensee/licensees by registered post addressed to him/them as the address shown in his/their application for the licence or at such other address in India as he/they designate from time to time and every such service shall be deemed to be proper and valid service upon the licensee/licensees and shall not be questioned or challenged by him.

Discovery of new minerals

(3) The licensee shall report to the State Government the discovery of any mineral or minor mineral not specified in the licence within a period of sixty days from the date of such discovery and shall not undertake any prospecting operations in respect of such mineral unless such mineral is included in the licence.

Immunity of State Government from liability to pay compensation

(4) If in any event the orders passed by any of the officers concerned under the said Rules are revised, reviewed or cancelled in pursuance of proceedings under Chapter-VIII of the said Rules, the licensee/licensees shall not be entitled to compensation for any loss sustained by the licensee/licensees in exercise of the powers and privileges conferred upon him/them by these presents.

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

SCHEDULE-A

The land covered by the licence

(Here insert the description of lands with area, boundaries, names of District, Sub-Division, Tehsil, etc. and cadastral survey numbers, if any. In case a map is attached, refer the map in the description to be inserted)

SCHEDULE-B

Prospecting Fee

(Here specify the rates and amount of the prospecting fee and the manner and time of payment)

SCHEDULE -C

Royalty

1. Rates of royalty on minor minerals shall be in accordance with Schedule-II of the said Rules.
2. (a) Here insert the mode of arriving at sale prices at pits mouth of minor mineral/minerals.
(b) The manner and time of payment of royalty.

Discovery of new minerals

Signed by
for and on behalf of the lessee/lessees in
the presence of :

Signed by the Director of Commerce & Industries,
Government of Manipur
for and on behalf of the Governor of Manipur in the presence of :

- 1.
- 2.
- 3.
- 4.

- 1.
- 2.
- 3.
- 4.

FORM-H

[See rule 42(1)]

MODEL FORM OF QUARRYING LEASE DEED

SCHEDULE-A

THIS INDENTURE made this..... day of.....19...between the Governor of Manipur represented by and acting through the Director of Commerce & Industries, Government of Manipur, (hereinafter referred to as the "State Government" which expression shall where the context so admits be deemed to include his heirs, 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" with expression shall where the context so admits be deemed to include his heirs, executors, administrators representatives and permitted assigns)

SCHEDULE-B

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 "the lessee" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns)

When the lessee is a registered firm,.....(name and address of partner) son of of..... son of.....of.....son of.....of.....all carrying 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 atin 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 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 lessee which expression shall where the context so admits be deemed to include its successors and permitted the context so admits be deemed to include its successors and permitted assigns) of the other part.

WHEREAS the lessee/lessees has/have applied to the State Government in accordance with the Manipur Minor Mineral Concession Rules, (hereinafter referred to as the said Rules) for a quarrying lease forin respect of the lands described in Part-I of the Schedule hereunder written has/have deposited with the State Government the sum of Rs.....as security and the sum of Rs.for meeting the preliminary expenses for a quarrying 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 quarries, beds/veins of.....(here state the minor mineral or minerals) (hereinafter and in the Schedule referred to as the said minerals) situated lying and being in or under the lands which are referred to in Part-I of the said Schedule, together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith which are mentioned in Part-II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part-III 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.....day.....19..... for the term ofyears thence next ensuing YIELDING and PAYING therefor 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 is expressed and the State Government hereby covenants with the lessee/lessees as in Part-VIII of the said Schedule is 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 the manner hereunder appearing the day and year first above written.

The schedule above referred to.

PART-I

THE LOCATION AND AREA OF THIS LEASE

All that tract of lands situated at.....(village and description of the area) in(Tehsil) in(Sub-Division) in the Registration District of.....bearing Cadastral/Forest Survey Nos.....containing an area of.....hectares or thereabout delineated on the plan hereto and thereon coloured.....and bounded as follows:-

- On the North by
 - On the South by
 - On the East by
 - and
 - On the West by
- (hereinafter referred to as "the said lands".)

PART-II

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

1. **To enter upon land and search for, win, work, etc:-** Liberty and power at all times during the term hereby demised to enter upon the said lands and to search for, quarry, bore, dig, win, work, carry away and dispose of the said minor mineral/minerals.
2. **To bring and use machinery, equipment, etc:-** Liberty and power for or in connection with any of the purposes mentioned in this Part to erect, construct, maintain and use on or under the said lands any machinery, plant, brick kilns, godowns, sheds and other buildings.
3. **To make road and ways, etc. and use existing roads and ways:-** Liberty and power for or in connection with any of the purposes mentioned in this Part to make any roads and other ways in or over the said lands.
4. **To get buildings and road materials, etc:-** Liberty and power for or in connection with any of the purposes mentioned in this Part to quarry and get stone, gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles.
5. **To use water from streams, etc:-** Liberty and power or in connection with any of the purposes mentioned in this Part but subject to the rights of any existing or future lessees and with the written permission of the Deputy Commissioner of ,.....(name of district) to appropriate and use water from any streams, watercourses, spring or other sources in or upon the said land and to divert, step up or dam any such streams or water course and collect or impound any such water and to make, construct and maintain any watercourse, culverts, drains or buildings of watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams, spring, ponds or tanks.
6. **To use and for stacking, heaping or depositing purposes:-** Liberty and power to enter upon and use a sufficient part of the surface of stacking, heaping, storing or depositing thereon any produce of the quarries or works carried and on any tools, equipment, earth and materials and substances dug or raised under the liberties and powers mentioned in.

7. **To clear brushwood and to fell and utilise trees, etc:-** 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 utilise any tree or timber standing or found on the said lands provided that the State Government may ask the lessee/lessees to pay for any trees or timber felled and utilised by him/them at the rates specified by the Deputy Commissioner.

PART-III

Restriction And Conditions As To The Exercise Of The Liberties, Powers And Privileges In Part-II.

1. **No buildings, etc. upon certain places:-** No building or thing shall be erected, set up or placed and no surface operations shall be carried on in or upon any public pleasure grounds, 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 Deputy Commissioner may determine as public ground nor in such a manner as to injure or prejudicially affect any buildings, works, property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the State Government for works or purposes not included in this lease. The lessee/lessees shall not also interfere with any right of way, well or tank.

2. **Permission for surface operations in a land not already in use:-** Before using for surface operations any land which has not already been used for such operations, the lessee/lessees shall, give to the 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.

3. **To cut trees in unreserved lands:-** The lessee/lessees shall not without the previous sanction of the Deputy Commissioner cut down or injure any timber or trees on the said lands but may without such sanction clear away any brush-wood or undergrowth which interfere with any operations authorised by these presents. The Deputy Commissioner or the State Government may require the lessee/lessees to pay for any trees or timber felled and utilised by him/them at the rates specified by the Deputy Commissioner.

4. **Working in a condition of reserved forests:-** Notwithstanding anything in this Schedule contained the lessee/lessees shall not work in any reserved forests included in the said lands otherwise than in accordance with the conditions mentioned herein. In this respect the lessee/lessees shall be subject to the directions of the Divisional Forest Officer concerned. In case of any dispute the matter shall be referred to the State Government whose decision in the matter shall be final.

5. **No quarrying operations within 50 metres of public works, etc:-** The lessee/lessees shall not work or carry on or allow to be worked or carried on any quarrying operation at or to any point within a distance of 50 metres 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 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 written 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 this clause the expression, 'Public Road' shall mean a road which has been constructed by artificially surface as distinct from a tract resulting from repeated use. Village road will include any tract shown in the Revenue records as village road.

6. The lessee shall take adequate steps to ensure that-

- (a) heights and widths of trenches in quarries are properly maintained to facilitate easy removal of the minor minerals and the work.
- (b) the working faces are always kept clear; and
- (c) the minor minerals won are stacked in suitable dimensions and each stack is numbered.

7. **Facilities for adjoining Government licenses and leases:-** The lessee/lessees shall allow existing and future holders of Government licenses or leases over any land which is comprised in or adjoins or is reached by the land held by the lessee/lessees reasonable facilities of access thereto.

8. The lessee/lessees shall abide by such instructions and directions as may be issued by the Government from time to time regarding the conservation and development of minor minerals.

PART-IV

Liberties, Power and Privileges reserved to the State Government.

1. **To work other minerals:-** Liberty and power for the State Government, or to any lessee or persons authorised by it in 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 other minor minerals then the said minor 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, water courses, drains, reservoirs, engines, machinery, plant, buildings, canals, 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 reason or in consequence of the exercise of such liberty and power.

2. **To make roads:-** Liberty and power for the State Government or any lessee or person authorised it in that behalf to enter into and upon the said lands and to make upon, over or through the same any roadways 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 roads or any existing roads and to and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, or other vehicles over or along any such road lines and other ways for all purposes and as occasion may require, provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or 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 substantial hindrance or interference shall be caused to or with the exercise by such lessee or person of such liberty and power.

PART-V

Rents and royalties reserved by this lease

1. **To pay dead rent or royalty whichever is higher:-** The lessee/lessees shall during the subsistence of the lease pay to the State Government dead rent as specified in Clause 2 of this Part, irrespective of whether the lease permits the working of one or more minerals in the same leased area, or royalty specified in Clause 3 of this Part in respect of each of the minor minerals, as the lease permits to work in the same area:

Provided that only either of the dead rent or the royalty, whichever be higher in amount, but not both, shall be paid.

2. **Rate and mode of payment of dead rent:-** Subject to Clause 1 of this Part, the lessee/lessees shall pay annual dead rent for the lands demised and described in Part-I of this Schedule at the rates for the time being specified in Schedule-I to the said Rules in two equal half-yearly instalments on theday of...and the.....day of.....in each year.

3. **Rate and mode of payment of royalty:-** Subject to Clause 1 of this Part, the lessee/lessees shall pay royalty in respect of any minor mineral/minerals removed or consumed by him/them from the leased area at the rates for the time being specified in Schedule-II to the said Rules in advance before such removal, or as the case may be, immediately after such consumption on or before such time as the Government may fix in this behalf.

4. **Payment of surface rent:-** The lessee/lessees shall during the subsistence of the lease to the occupier of the surface land in respect of the land demised and described in Part-I of this Schedule, at the rate/amount of Rs.....as determined by the Deputy Commissioner concerned in such manner and at such time as may be specified by him in this behalf, and shall as far as possible restore the surface land, after being used, to its original condition.

5. **Payment of taxes, local duties, etc:-** The lessee/lessees shall duly and regularly pay to the appropriate authority all taxes, cesses and local duties in respect of the said lands, quarrying operations and minor minerals in addition to the rent and royalty or dead rent so payable as aforesaid.

PART-VI

Provisions relating to the rents and royalties.

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

2. **Mode of computation of royalty:-** For the purposes of computing the said royalties the lessee/lessees shall keep a correct account of the minor mineral/minerals produced and despatched. The accounts as well as the weight of the minor mineral/minerals in stock or in the process of sale may be checked by an officer authorised by the State Government.

(Here specify the mode of arriving at sale/prices
at pits mouth of the minor mineral/minerals)

3. **Course of action if rents and royalties are not paid in time:-** Should any rent, royalty or other sums due to the State Government and the occupier of the surface land 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 twenty-four percent per annum may, on a certificate of the Competent Officer in Form-U of the said Rules, be recovered in the same manner as arrears of land revenue.

PART-VII

The Covenants of the Lessee/Lessees

1. **Lessee to pay rents and royalties, taxes, etc.:-** The lessee/lessees shall pay the rent, 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 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.

2. **To maintain and keep boundary marks in good order:-** 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

3. **To Commence operations within three months and work in a workman-like manner:-** Unless the State Government for good cause permits otherwise, the lessee/lessees shall commence operation within three months from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for, win, work and develop the said minor minerals without voluntary intermission in a skillful and workman-like manner and in accordance with the relevant provisions of the said Rules and any Central or State Government Acts and rules and regulations made thereunder for the purpose, 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 or construction of a road in connection with the quarry.
4. **To indemnify Government against all claims:-** The lessee/lessees shall make and pay such reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law in force on the 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.
5. **To secure and keep in good condition pits, shafts, etc.:-** The lessee/lessees shall during the subsistence of this lease well and sufficiently secure and keep open with timber or other durable means all pits, shafts and workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of the State Government around 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.
6. **To strengthen and support the quarry to necessary extent:-** The lessee/lessees shall strengthen and support to the satisfaction of the State Government, any part of the quarry in its opinion requires such strengthening or support for the safety of any reservoir, canal, road and any other public works or structures.
7. **To allow inspection of working:-** The lessee/lessees shall allow the Director or the Competent Officer, or any officer authorised by either of them, the Central or State Government in that behalf to enter upon the said premises including any buildings, excavation or land comprised in the lease for the purpose of inspecting, examining, measuring, surveying 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 quarries and work effectually assist such officers, agents, servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with the working of the quarries which they may reasonably require and also shall and will conform to and observe all orders and regulations which the State Government as the result of such inspection or otherwise may, from time to time, see fit to impose.

8. To report accidents:- The lessee/lessees shall without delay send to the Deputy Commissioner and the Director 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.

9. To report discovery of other minerals:- The lessee/lessees shall report to the State Government the discovery in the leased area of any minor mineral or minerals, 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 it is included in the lease or a separate lease is obtained therefor.

10. To keep records and accounts regarding production and employees, etc.:- The lessee/lessees shall at all times 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 minor mineral/minerals raised from the said lands.
- (2) Quantity of the various qualities of ores beneficiated or converted.
- (3) Quantities of the various quantities of the said minor mineral/minerals sold.
- (4) Quantities of the various qualities of the said minor mineral/minerals otherwise disposed of and the manner and purpose of such disposal.
- (5) The prices and all other particulars of all sales of the said minor mineral/minerals.
- (6) The number of persons employed in the quarries or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.
- (7) Such other facts, particulars and circumstances as the Central or the State Governments may from time to time require and shall also furnish free of charges to such officers and at such times as the Central and State Government may appoint true and correct abstract of all or any such books of accounts and such 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 Central Government or 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.

11. To maintain plans, etc.:- The lessee/lessees shall at all times during the said term maintain at the quarry office correct intelligible up-to-date and complete plans and sections of the quarries in the said lands on a scale not less than 1:500. 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 survey to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee/lessees shall furnish free of charge to the Central and State Governments true and correct copies of such plans and sections whenever required. Accurate records of all trenches, pits and drillings shall show -

- (a) The sub-soil and strata through which they pass.
- (b) Any mineral or minor mineral encountered.
- (c) Any other matter of interest and all data required by the Central and State Government from time to time.

The lessee/lessees shall allow any officer authorised by the Central or State Government in this behalf to inspect the same at all reasonable times.

12. The lessee shall pay a wage not less than the minimum wage prescribed by the State Government from time to time.

13. 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.

14. The lessee shall pay compensation to the occupier of the land for damage done to the land by the quarrying operations, on the date and in the manner as laid down in the said Rules.

15. As soon as the workings in the quarry extend below superjacent ground, or the depth of any open cast excavation measured from its highest to the lowest point reaches six metres, or the number of persons employed on any day is more than 50, or any explosives are used, whereby attracting the provisions of the Mines Act, 1957 and rules made thereunder, the lessee shall give a notice in Form-Q of the said Rules. to: the Chief Inspector of Mines, Government of India, Dhanbad; and the Controller General, Indian Bureau of Mines, Government of India, Nagpur; the Deputy Commissioner of the District in which the quarry is situated, under intimation also to the Director.

16. **To properly store unutilised sub-grade ores:-** The lessee shall store properly unutilised or non-salable sub-grade ores or minor mineral for future beneficiation.

17. **To provide weighing machine:-** 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 minor 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 minor minerals from time to time brought to bank, sold, 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 minor minerals, ores, products raised, sold 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 minor minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee/lessees. The lessee/lessees shall give days previous notice in writing to the Director of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

18. **Not to obstruct working of other minerals or minor minerals:-** The lessee/lessees will exercise the liberties and powers hereby granted in such a manner as to offer no/unnecessary or reasonably avoidable obstruction or interruption to the development and working within the said lands of any minerals or minor minerals not included in this lease and shall at times afford to the Central and State Government and to the holders of prospecting licences or mining or quarrying leases and respect of any such minerals or minor 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 or minor 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 or holders of prospecting licences.

19. **Transfer of lease:-**

(1) The lessee/lessees shall not, without the previous consent in writing of the State Government -

(a) assign, sublet, mortgage, or in any other manner, transfer the quarrying 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/lessees' 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 written consent unless -

(a) the lessee has furnished an affidavit along with his application for transfer of the quarrying lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee;

(b) the transfer of the quarrying lease is to be made to a person or body directly undertaking quarrying operations.

(2) Without prejudice to the above provisions, the lessee/lessees may transfer this lease or any right, title or interest therein, to a person who has filed an affidavit stating that he has filed up-to-date income tax returns, paid the income tax assessed on him and paid the income tax on the basis of self-assessment as provided in the Income Tax Act, 1961(43 of 1961), on payment of five hundred rupees to the State Government:

Provided that 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, in the opinion of the State Government, committed a breach of any of the above provisions or has/have transferred the lease or any right of interest therein otherwise than in accordance with clause (2):

Provided that no such order shall be made without giving the lessee/lessees a reasonable opportunity of stating his/their case.

20. **Not to be financed or controlled by a Trust, Corporation, Firm or person:-** The lease shall not be controlled and the lessee/lessees shall not allow himself/themselves to be controlled by any Trust, Syndicate, Corporation, Firm or person except with the previous written consent of the State Government. The lessee/lessees shall not enter into or make any arrangement, contract, or understanding whereby the lessee/lessees will or may be directly or indirectly financed by or under which the lessee's/lessees' operations or understandings 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 of the State Government given prior to such arrangement, contract, or understanding being entered into or made and any or every such arrangement, contract, 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 on that on the occasion of a State of Emergency judge of which the President of India in his discretion shall be the sole 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.

21. **Lessee shall deposit any additional amount necessary:-** Whenever the security deposit of Rs.....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 in 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 of Rs.....
22. **Delivery of workings in good order to State Government after determination of lease:-** The lessee/lessees shall at the expiration or sooner determination of the said term or any renewal thereof deliver up to the State Government all quarries, pits, shafts, inclines, drifts, levels, water ways, and other works now existing or hereafter to be sunk or made 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, plants, 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 quarries 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 quarries and the said minor minerals.
23. **Employment of foreign national:-** The lessee/lessees shall not employ, in connection with the quarrying operations any person who is not an Indian national except with the previous approval of the Central Government.
24. **Submission of monthly returns:-** The lessee/licensees shall submit by the tenth day of every month, to the State Government, a return in Form-R of the said Rules giving the total quantity of minor minerals raised in the preceding calendar month.
25. **Submission of annual return:-** The lessee/licensees shall furnish by the 15th April of every year to the State Government, a statement in Form-S of the said Rules giving information regarding quantity and value of minor minerals obtained during the last financial year, average number of labourers employed (men and women separately), number of accident, compensation paid and number of days worked separately.
26. **Recovery of expenses incurred by the State Government:-** If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried 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.
27. **Storage and use of explosives:-** The storage and use of any explosive shall only be in accordance with the provisions of Indian Explosives Act, the Metalliferous Mines Regulations for the time being in force and any lawful directions of the Inspector of Mines. The lessee/lessees shall be responsible for and ensure that no explosive intended for the quarrying is pilfered or misused or used for purposes, within or outside the lease area, other than quarrying within the lease area.

28. Right of pre-emption: -

(a) The State Government shall from time to time and at all times during the said term have the right (to be exercised by notice in writing to the lessee/lessees) of pre-emption of the said minor 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 minor minerals, or products thereof, purchased by the State Government under the power conferred by this provision in the quantities at the times in the manner and the place specified in the notice exercising the said right.

(b) The price to be paid for all minor minerals, or products thereof, taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption:

PROVIDED THAT in order to assist in arriving at the said fair market price the lessee/lessees shall, if so required, furnish to the State Government for the confidential information of the Government, particulars of the quantities, descriptions and prices of the said minor minerals, or products thereof, sold to other customers and shall produce to such officer or officers as may be directed by the State Government original or authenticated copies of contracts.

(c) In the event of the existence of a state of war or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof), the State Government shall from time to time and at all times during the said term have the right (to be exercised by a notice in writing to the lessee/lessees) to 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 leases and during such possession or control, the lessee/lessees shall conform to and obey all directions given by or on behalf of the State Government regarding the use or employment of such works, plants, premises and minor 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 given effect to the provisions of this clause.

PART-VIII**The Covenants of the State Government**

1. **Lessee/lessees may hold and enjoy rights quietly:-** The lessee/lessees paying the rents, rates 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

2. **Acquisition of land of third parties and compensation thereof:-** If in accordance with the provision of clause 4 of Part-VII of this Schedule the 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 for 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, with information to the Director, report the matter to the Deputy Commissioner 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 the Deputy Commissioner such further amount as the State Government shall consider fair and reasonable, the Deputy Commissioner 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 accordance with the provisions of the Land Acquisition Act.

3. **To renew:-** 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, he/they shall prior to expiration of the last mentioned term give to the State Government twelve calendar 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 State Government 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 State Government will at the expense of the lessee/lessees and upon his/their 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.

4. **Liberty to determine or surrender any part of the leased area:-** The lessee/lessees may at any time determine this lease on application by giving not less than twelve calendar months' notice in writing to the State Government and upon the expiration of such notice, provided that the lessee/lessees shall pay all rents, rates, royalties, compensation for damages and other moneys which may then be due and payable under these presents and the said Rules to the State Government or any other person or persons and shall deliver up these presents to the State Government then this present 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 any breach of any of the covenants or agreements contained in these presents.

5. **Refund of security deposits:-** On such date as the State Government may elect within twelve 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 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

1. **Obstructions to inspection:-** In case the lessee/lessees or his/their transferee/assignee does/do not allow entry or inspection by the officers authorised by the Central or State Government under clauses(h),(i) or (k) of sub-rule(1) of rule 41 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 determined and his/their security deposit forfeited; and if the lessee/lessees fails/fail to show cause within the aforesaid time to the satisfaction of the State Government, the State Government may determine the lease and forfeit the whole or part of the security deposit.

2. **Penalty in case of default in payment of royalty and breach of covenants:-** If the lessee/lessees or his/their transferee or assignee makes/make any default in payment of rents, rates or royalty as required by the said Rules 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 rents, rates, royalty, or remedy the breach, as the case may be, within thirty days from the date of receipt of the notice and if the rents, rates 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.

3. **Penalty for repeated breaches of covenants:-** 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 of Part-V of this Schedule.

4. **Failure to fulfill the terms of leases due to "Force Majeure":-** 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 State 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, earthquake, tide, storm, tidal wave, flood, lightning, explosion, fire, earthquake and any other happening which the lessee/lessees could not reasonably prevent or control.

5. **Lessee/lessees to remove his/their properties on the expiry of lease:-** 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 take down and remove for his/their own benefit all or any engines, machinery, plants buildings, structures, 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 22 of Part-VII of this Schedule and which the State Government shall not desire to purchase.

6. **Forfeiture of property left more than six months after determination of lease:-** 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 engines, machinery, plants, buildings, structures, and other works, erections and conveniences or other property the same shall if not removed by the lessee/lessees within one calendar month after notice in writing requiring their removal has been given to the lessee/lessees by the State Government be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.

7. **Notices:-** 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/them.

8. **Immunity of State Government from liability to pay compensation:-** If in any event the orders passed by any of the officers concerned under the said Rules are revised, reviewed or cancelled in pursuance of proceedings under Chapter-VIII 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. 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 lessee/lessees in
the presence of :

Signed by the Director of Commerce &
Industries,
Government of Manipur
for and on behalf of the Governor of
Manipur in the presence of :

- 1.
- 2.
- 3.
- 4.

- 1.
- 2.
- 3.
- 4.