

FORM-I

[See rule 44]

MODEL FORM FOR TRANSFER OF QUARRYING LEASE

When the transferor is an individual

This indenture made thisday of19..... between.....(name of the person with address and occupation)(hereunder referred to as the "transferor" which expression shall where the context so admits be deemed to include his heirs, executors administrator, representatives and permitted assigns)

When the transferors are more than an individual

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

When the transferor is a registered firm,

(Name of the person with address of all the partners) and 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(Address) (hereinafter referred to as the "transferor" which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns).

When the transferor is a registered company

(Name of company registered under(Act under which incorporated and having its registered office at(Address) (hereinafter referred to as the "transferor" which expression shall where context so admits be deemed to include its successors and permitted assigns) of the first part.

And

When the transferee is an individual

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

When the transferees are more than an individual

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

When the transferee is a registered firm

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

When the transferee is a registered company

.....(Name of Company) a Company registered under (Act under which incorporated) and having the registered office at(Address)(hereinafter referred to as the "transferee" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the second part:

And

The Governor of 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 the successors and assigns) of the third part.

Whereas by virtue of an indenture of lease dated the and registered as No.....on.....date in the office of the Sub-Registrar of.....(place) (hereinafter referred to as lease) the original whereof is attached hereto and marked 'A' entered into between the State Government (therein called the lessor) and the transferor (therein called the lessee), the transferor is entitled to search for, win and work the quarries and minor minerals in respect of (name of minor minerals) in the lands described in the Schedule thereto and also in Schedule annexed hereto for the term and subject to the payment of rents and royalties and observance and performance of the lessee's/lessees' covenants and conditions in the said deed of lease reserved and contained including a covenant not to assign the lease or any interest thereunder without the previous sanction of the State Governments.

And whereas the transferor is now desirous of transferring and assigning the lease to the transferee and the State Government has, at the request of the transferor, granted permission to the transferor vide order No.....dated.....to such a transfer and assignment of the lease upon the condition of the transferee entering into an agreement in and containing the terms and conditions hereafter set forth.

Now this Deed Witnesseth as follows :

1. In consideration of Rs.....paid by the transferee to the transferor, the receipt of which the transferor hereby acknowledges, the transferor hereby conveys, assigns and transfers unto the transferee all the rights and obligations under the said hereinbefore recited leased and to hold the same unto the transferee with effect from.....for the unexpired period of the said lease.

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

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

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

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

(iii) The transferor further declares that he has not entered into or made any agreement, contract or understanding where by he had been or is being directly or indirectly financed to a substantial extent by or under which the transferor's operation or understandings were or are being substantially controlled by any person or body or persons other than the transferor.

(iv) The transferor further declares that he has furnished an affidavit alongwith his application for transfer of the present quarrying lease specifying therein the amount that he has already taken/proposes to take as considerations from the transferee.

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

(vi) The transferee further declares that he 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).

(vii) The transferor has supplied to the transferee the original or certified copies of all plans of abandoned workings in the area and in a belt of 65 metres wide surrounding it.

(viii) The transferee hereby further declares that as a consequence of this transfer the total areas while held by him under minor mineral concessions are not in contravention of rule 6 of the Manipur Minor Mineral Concession Rules, 2003.

(ix) The transferor has paid all the rent, royalties and other dues towards Government till this date, in respect of this lease.

IN WITNESS WHEREOF the parties hereto have signed on the date and years first above written.

SCHEDULE
Location and area of the 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 Cadestral/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

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

1.

2.

Signature of Transferor in the presence of witnesses:

1.

2.

Signature of Transferee in the presence of :-

1.

2.

FORM - J

[See Rule 30(1)]

FORM OF REGISTER OF APPLICATIONS FOR PROSPECTING LICENCES

1. Serial No.....
2. Date of application of prospecting licence.
3. Date on which application was received by the Receiving Officer.
4. Name of the applicant with full address.
5. Situation and boundaries of the land applied for.
6. Estimated area of the land.
7. Particulars of the minor minerals which the applicant desires to prospect.
8. Application fee paid.
9. Final disposal of the application together with number and date of the order.
10. Remarks.
11. Signature of the officer.

FORM-K
[See rule 30(2)]

FORM OF REGISTER OF PROSPECTING LICENCES

1. Serial number.
2. Name of the licensee.
3. Residence with complete address of licensee.
4. Date of application.
5. Date on which application was received by the Receiving Officer.
6. Situation and boundaries of the land.
7. The details of the area and the minor minerals in Manipur for which the applicant holds prospecting licence on the basis of information supplied by the licensee.
8. Total area for which licence granted.
9. (a) Number and date of grant of licence.
(b) Date of execution of prospecting licence agreement.
10. The minor mineral or minerals for which prospecting licence has been granted.
11. Period for which granted.
12. Date and period of renewal.
13. Application fee paid.
14. Prospecting fee and royalty, if payable.
15. Amount of security deposit.
16. Particulars of disposal or refund of security deposit.
17. Date of application for quarrying lease, if any.
18. Date of assignment or transfer of licence, if any, and the name and address of assignee/transferee.
19. Date of expiry or relinquishment or cancellation of licence or grant of quarrying lease.
20. Date from which the area is available for re-grant.
21. Remarks.
22. Signature of the officer.

FORM-L
[See rule 48(1)]

FORM OF REGISTER OF APPLICATION FOR QUARRYING LEASES

1. Serial No.
2. Date of application for quarrying lease.
3. Date on which application was received by the Receiving Officer.
4. Name of the applicant with full address.
5. Situation and boundaries of the land.
6. Estimated area of the land.
7. Particulars of the minor minerals which the applicant desires to quarry.
8. Particulars of the prospecting licence if the area applied for is covered by it.
9. Application fee paid and preliminary expenses deposited.
10. Final disposal of the applicant together with number and date.
11. Remarks.
12. Signature of the officer.

FORM-M

[See rule 48(2)]

FORM OF REGISTER OF QUARRYING LEASES

1. Serial No.
2. Name of the lessee.
3. Residence with complete address of lessee.
4. Date of application.
5. Date on which application was received by Receiving Officer.
6. (a) Number and date of grant of lease.
(b) Date of execution of quarrying lease.
7. Situation and boundaries of the land.
8. Total area for which lease has been granted.
9. Minor mineral or minerals for which lease originally granted.
10. Minor mineral or minerals added to the quarrying lease with date.
11. Period for which granted.
12. Date and period of renewal.
13. Date of change together with details of change that take place in name, nationality or other particulars of the holder of quarrying lease.
14. Date of assignment or transfer of the lease, if any, and the name and address of the assignee/transferee.
15. Date of expiry or relinquishment or cancellation.
16. Date from which the area is available for regrant.
17. Remarks.
18. Signature of the officer.

FORM-N

[See rule 50(1)]

APPLICATION FOR GRANT OF QUARRYING PERMIT

(To be submitted in triplicate)

Dated.....

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

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

Through:.....

Sir,

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

II. A sum of Rs.500/- being the fee in respect of this application payable under rule 50(2)(a) of the said rules has been deposited in the Government treasury at and the receipted Challan(particulars of the Challan) therefore 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 hold any quarrying concession, 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 permit is required (in months)
- (9) Quantity of minor minerals to be extracted
- (10) Details of the area in which the quarrying permit is required.....
 - (a) District.....
 - (b) Sub-Division.....
 - (c) Tehsil.....
 - (d) Village.....
 - (e) Dag/Patta/Forest Survey Nos.(where available).....
 - (f) Area (in sq.metres).....
- (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 (cadastral/forest)(where available) or plan drawn to scale (where such maps are not available) showing as accurate as possible the situation and boundaries.....
- (13) Name and address of the owner (occupier) of the land supported by a certified true copy of the relevant extracts from the record of rights, or a certificate from the Deputy Commissioner to the ownership(occupancy) as per rule 52(2)(e).....
- (14) (a) Does the applicant has surface rights over the area for which he requires a quarrying permit?
 (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
- (15) An affidavit that the following are the particulars of the area minor 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 concession:.....
 - (b) has already applied for but not granted:.....
 - (c) being applied for simultaneously:.....
- (16) Nature of joint in interest, if any.....
- (17) Purpose for which the minor mineral is to be used

IV. I/We do hereby declare that the particulars furnished above are correct and am/are hereby ready to furnish any other details and documents as may be required by you. I/We hereby further declare that I/We shall adhere to the terms and conditions indicated in the above Rules and any other conditions imposed by the competent authority.

Yours faithfully,

(Signature and designation of the applicant)

Place :

Date :

GOVERNMENT OF MANIPUR
DIRECTORATE OF COMMERCE & INDUSTRIES

FORM-O
 [See rule 49]

QUARRYING PERMIT
 (Under Manipur Minor Mineral Concession Rules,)

Permit No.....of.....(year) Date of issue.....

Name and address of the permit holder

1. Name of locality, village, Tahsil, District.....
2. Patta/Dag/Forest Survey numbers, etc.....
3. Area of land covered by the permit (in sq.metres).....
3. Name and description of the minor minerals.....
4. Purpose for which the minor mineral is to be used.....
5. Quantity of the minor minerals allowed for extraction and removal (in tonnes).....
6. Rates of (a) royalty..... and (b) surface rent.....
7. Total amount paid
8. Period of the permit (in months)
9. Date of expiry of the permit

The permit is issued subject to the terms and conditions as below:

TERMS AND CONDITIONS

1. Minor minerals shall have to be removed within the prescribed time-limit.
2. Quarrying is not allowed beyond the depth of 3 metres from the surface. The Permit holder shall have to obtain the approval of the Director for digging pits below 3 metres from the surface.
3. The Permit holder shall excavate the minor mineral in such a manner as not to disturb or damage any road, public ways, buildings, premises of public grounds.
4. The Permit holder shall not fell any tree standing on the land without obtaining prior permission in writing from the concerned Divisional Forest Officer in case of forest areas, or the Deputy Commissioner in other areas, as the case may be. In case such permission has been granted, he shall pay in advance the price of the trees to be felled, to the said officer at the rate fixed by him.
5. The Permit holder shall pay compensation, if any, of damage to the owner of the land at such rate and on or before such date as may be fixed by the Deputy Commissioner concerned in this behalf.
6. The Permit holder shall not carry on surface operations in any area prohibited by any authority, without obtaining prior permission in writing from the concerned authority.
7. The Permit holder shall not enter and work in any reserved demarcated or protected forests without obtaining prior written permission of the Divisional Forest Officer concerned.
8. The Permit holder shall report immediately all accidents to the Director and the Deputy Commissioner concerned.
9. On expiry or sooner cancellation of the permit, the quarried materials, lying on the land from which they are extracted, shall become the absolute property of the Government.
10. The Permit holder shall on expiry of the permit either fill up excavation or suitably fence it for safety as instructed by the Director.
11. The Permit holder shall have to surrender and deposit the permit with the issuing authority within a week from the date of its expiry or cancellation, as the case may be, In case of default, the security deposited by him shall stand forfeited to the Government.

12. Proper accounts for the extraction and removal shall be maintained in a register in Form-R, and a monthly return in Form-S shall be submitted within the month following the month to which extraction relates.
13. Pucca Challan shall have to be issued for the minor minerals to be despatched or sold from the area.
14. No excess quantity of minor minerals beyond this permit shall be removed without obtaining prior permission of the Director, otherwise the Permit holder shall be liable for action under rule 67 of the Manipur Minor Mineral Concession Rules,
15. The Permit holder shall keep the State Government indemnified from any third party claim and shall settle such claim on his own accord as soon as it arises.
16. Breach of any of the conditions above is liable for cancellation of the Permit, forfeiture of materials extracted and such other action as may be deemed necessary by the Director.

Place :
Date :

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

FORM-P
[See rule 57]

MODEL FORM OF QUARRYING CONTRACT 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/their heirs, successors and assigns) of the one part and

.....(Name of person/persons with address and occupation) (hereinafter referred to as "the Contractor/Contractors" which expression where the context so admits be deemed to include his/their heirs, executors, administrators, representatives and permitted assigns) of the other part.

Whereas the Contractor/Contractors has/have offered the highest bid/tender for a quarrying contract for.....(name of the minor minerals) at.....(name of the quarry) at.....(Village) in.....(Tehsil) in.....(District) (hereinafter referred to as the said lands).

And whereas the Contractor/Contractors has/have paid Rs.....as the first quarterly instalment/contract money for the first year in full and a security of Rs..... for the due fulfillment of the terms and covenants hereinafter mentioned and the State Government has agreed to grant him/them the aforesaid contract.

NOW THESE PRESENTS WITNESSETH as follows :-

1. **Period of the contract:-** The period of the contract shall be.....years commencing on.....and ending on.....19.....
2. **Mode of payment of contract money:-** The Contractor/Contractors shall deposit the balance contract money for the first year of the contract with the State Government in equal quarterly instalments in advance on..... The contract money for the subsequent years of the contract shall be paid by the contractor/contractors in advance in equal quarterly instalments on..... in each year.
3. **No quarrying operations in certain areas:-** No quarrying operations or workings shall be carried on or permitted to be carried on by the contractor/contractors in or under the said lands or to any point within a distance of 60 metres from any bridge or

60 metres from national highway or 60 metres from any reservoir, tank, canal or other public works such as public roads and buildings or inhabited sites except with the previous permission in writing of the Government or such other officer, authorised by it in this behalf or otherwise then 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 a railway reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting, as the case may be, and in the case of a building horizontally from the plinth thereof. In the 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 permission in writing of the Government or any officer, duly authorised by it in this behalf.

4. **To allow entry to Central Government and State Government Officers for inspection, etc:-** The Contractor/Contractors shall at all reasonable times allow the Director, and any other officer, authorised by him, the Central or State Government in that behalf to inspect the said lands and the buildings and plant erected thereon and the contractor/contractors shall assist such person(s) in conducting the inspection and afford them all information they may reasonably require, and shall conform to and observe all orders which the Central and State Government as the result of such inspection or otherwise, may from time to time pass.

5. **Assign, sublet or transfer of the contract:-** The Contractor/Contractors shall not assign, sublet or transfer to any person without obtaining prior permission in writing from the State Government.

6. **Fencing of working place:-** If a working place is found to be unsafe all persons shall be withdrawn by the Contractor/Contractors immediately from the dangerous area and all access to such working place except for the purpose of removing the danger or saving life shall be prevented by securely fencing the full width of all entrances to the place, at his/their own cost.

7. **To keep Government indemnified from third party claims:-** The Contractor/Contractors shall keep the State Government indemnified from any third party claim and shall settle such claim of his/their own accord.

8. **Fencing of excavation after termination of sooner determination of the contract:-** The Contractor/Contractors, on termination or sooner determination of the contract, shall at his/their own cost, suitably fence the excavation for safety as instructed by the Director.

9. **Payment of compensation to landowners:-** The Contractor/Contractors shall pay compensation, if any, of damage to the owner of the land at such rate and on or before such date as may be fixed by the Deputy Commissioner concerned in this behalf.

10. **Felling of trees:-** The Contractor/Contractors shall not fell or cut any tree, standing on the land wherein the quarry is located without obtaining prior permission in writing from the concerned Divisional Forest Officer in case of forest areas, or the Deputy Commissioner in other areas, as the case may be, in case such permission has been granted, he shall pay in advance the price of the trees to be felled, to the said officer at the rate fixed by him.

11. **Not to carry on surface operation in prohibited areas:-** The Contractor/Contractors shall not carry on surface operations in any area, prohibited by any authority, without obtaining prior permission in writing from the concerned authority.

12. **Not to enter and work in reserved and protected forest areas:-** The Contractor/Contractors shall not enter and work in any reserved or protected forest without obtaining prior permission in writing from the Divisional Forest Officer, or any other officer authorised by him in this behalf.
13. **Application of all rules and regulations to this contract:-** This contract is subject to all rules and regulations which may from time to time be issued by the State Government regulating the working of quarries and other matters affecting the safety, health and convenience of the Contractor's/Contractors' employees or of the public whether under the Indian Mines Act or otherwise.
14. **To report accident:-** The Contractor/Contractors shall without delay send to the Deputy Commissioner and the Director, a report of any accident, causing loss of life or serious bodily injuries or seriously affecting or endangering life or property which may at any time occur at or in the said lands in the course operations under this contract.
15. **To submit report and returns:-** The Contractor/Contractors shall furnish such reports and returns relating to output, labourers employed and other matters as the State Government may prescribe.
16. **Penalty for default:-** In case of default in the due observance of the terms and conditions of the contract or in payment of the contract money on the due date, the contract may be terminated by the State Government or by any officer authorised by the State Government in this behalf, by giving one month's notice, with forfeiture of security deposit as also the instalment, paid in advance, if any.
17. **Termination of the contract by State Government in public interest:-** The contract may be terminated by the State Government if considered by it to be in public interest, by giving one month's notice:
Provided that in the state of national emergency or war the contract may be terminated without giving such notice.
18. **Recovery of contract money as arrears of land revenue:-** Any sum due from the Contractor/Contractors on account of contract money in respect of the contract, shall be recovered from him/them as arrears of land revenue.
19. **Security deposit shall carry no interest:-** The security deposited by the Contractor/Contractors shall not carry any interest. It shall be refunded to the Contractor/Contractors within three months from the date of expiry or sooner determination of the contract.
20. **Delivery of possession of the quarry in workable condition:-** The Contractor/Contractors shall deliver the possession of the quarry to the State Government, or an officer appointed by him in this behalf, in a workable condition. In case he/they fills/fill it with debris the debris shall be cleared at the cost of the Contractor/Contractors and the amount so spent, shall be deducted from his/their security deposit.
21. **Opening of new quarry:-** The Contractor/Contractors shall not open any new quarry without obtaining prior permission in writing from the State Government.
22. **To allow facilities to other contractors, etc:-** The Contractor/Contractors shall allow other contractors/quarrying lease holders/permit holders of any land which is comprised in or adjoins or is reached by the land, held by the Contractor/Contractors, reasonable facilities for access thereto.

23. **Stocks lying at the end of the contract:-** The Contractor/Contractors shall on termination or sooner determination of the contract, remove all extracted minor minerals from the premises of the quarry. All contracted minor mineral in the said lands, left over undisposed after seven days from the date of the termination or determination of the contract, shall be deemed to be the property of the State Government, who may dispose it of in any manner, it may like, without paying anything therefor to the Contractor/Contractors.

24. The Contractor/Contractors shall maintain proper accounts of extraction and removal of the minor minerals in a register in Form-R of the said Rules.

25. **State Government not responsible for loss to Contractor/Contractors:-** The Government shall not be responsible for any kind of loss to the Contractor/Contractors.

26. **Notice:-** Every notice by these presents required to be given to the Contractor/Contractors shall be given in writing to such person, resident on the said lands, as the Contractor/Contractors may appoint for the purpose of receiving of such notices and if there shall have been no such appointment then every such notice shall be sent to the Contractor/Contractors at the address, recorded in this deed or at such other address in India as the Contractor/Contractors may from time to time in writing to the Government designate for the receipt of notices and every such service shall be deemed to be proper, and valid service upon the Contractor/Contractors and shall not be questioned or challenged by him/them.

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

Signature of the Contractor/Contractors

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

in the presence :

in the presence of :

1. The Controller of Mines, Government of India, Dispur, Assam.
2. The Controller General, Indian Bureau of Mines, Government of India, Nagpur.
3. The Deputy Commissioner of the District where the quarry is situated.

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

Copy be endorsed to :-

FORM-Q

[See rule 39(1)]

NOTICE

1. (a) Name of quarry
- (b) Name of minor moneral worked
- (c) Situation of quarry (Village, Thana, Sub-Division, Distric State)
- (d) Date when work was first started
2. (a) Name and postal address of agent, if any
- (b) Name and postal address of agent, if any
3. (a) Name and postal address of Manager, if any
- (b) His age
- (c) His qualification
- (d) His experience in quarrying
4. Whether workings are likely to be extended below superjacent ground
5. (a) Maximum depth of open cast excavation measured from its lowest point
- (b) Date when depth first exceeded six metres
6. (a) Nature, amount and kind of explosives, if any
- (b) Date when explosives were first used
7. Date(s) on which the number of persons employed on any day exceeded 50

Dated :

Signature of Owner/Agent/Manager

To be sent to :-

1. The Chief Inspector of Mines, Government of India, Dhanbad, Bihar.
2. The Controller General, Indian Bureau of Mines, Government of India, Nagpur.
3. The Deputy Commissioner of the District where the quarry is situated

Copy be endorsed to :-

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

FORM-R
[See rule 60]

FORM OF REGISTER TO BE MAINTAINED BY THE HOLDER OF QUARRYING LEASE/PERMIT/CONTRACT

- A. Name and address of lessee/permit holder/contractor
- B. Name of the quarry
- C. Area of the lease/permit/contract
- D. Minor Minerals
- E. Location of the quarry site : Village/Tehsil/Sub-Division/District

Date	Opening balance	Quantity extracted	Total	Name of persons to whom sold/despatched	Number of challans issued	Total quantity sold or despatched	Quantity in stock at the close of the day	Amount of royalty (where applicable)	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

FORM-S

[See rules 39(1) and 52(2)]

FORM OF MONTHLY RETURN FOR MINOR MINERALS FOR THE MONTH OF

- A. Name and address of lessee/permit holder/contractor
- B. Name of the quarry
- C. Area of the lease/permit
- D. Minor Minerals
- E. Location of the quarry site : Village/Tehsil/Sub-Division/District

Stock of minor mineral at the beginning of the month	Quantity extracted or manufactured during the month	Total	Sold locally	Despatched by trucks	Despatched by other means	Total despatched	Rate Of Royalty	Amount of royalty	Number of challans issued during the month copies of which are to be attached with the return.	Balance at the end of the month	Remarks
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Note: This return is to be submitted to the Director of Commerce & Industries, Government of Manipur by the 10th of each month for the month preceding.

QUARRYING DUES ARREAR CERTIFICATE

In exercise of the powers conferred by rule 66 of the Manipur Minor Minerals Concession Rules, I, read together with the Government of Manipur Order No., hereby certify that a sum of Rs. (Rupees) only is recoverable as arrears of land revenue from (name) with address of the lessee/permit holder/contractor on account of the following in respect of quarrying lease/permit/contract for quarrying (name) of minor minerals at Village in District.

Place
Date

Signature of the lessee/permit holder

FORM-T
[See rule 39 (1)]

FORM OF REGISTER TO BE MAINTAINED BY THE HOLDER OF ANNUAL STATEMENT OF MINOR MINERAL OBTAINED, LABOURERS EMPLOYED, ETC. FOR THE FINANCIAL YEAR ENDING.....

- A. Name and address of the lessee
- B. Name of the quarry
- C. Area of the lease
- D. Location of the quarry

Date	Opening balance	Quantity extracted	Total	Name of persons to whom sold/despatched	Number of persons issued	Total quantity sold or despatched	Remarks													
							(a) Village	(b) Tehsil	(c) Sub-Division	(d) District										
10																				

- 1. Name of the minor mineral(s) :
- 2. Output :Tonnes.....Kg.
- 3. Value : Rs.....
- 4. Average number of persons employed daily : Male : Female:..... Total:.....

- 5. Average No. of days worked
- 6. No. of accidents
- 7. Compensation paid : Rs.....
- 8. Remarks

Place :	Signature of the lessee or his authorised agent
Date :	

Note: This return is to be submitted to the Director of Commerce & Industries, Government of Manipur by the 15th April of every year for the preceding financial year, i.e. from the 1st April to 31st March.

FORM-U
[See rule 64]
QUARRYING DUES ARREAR CERTIFICATE

In exercise of the powers conferred by rule 66 of the Manipur Minor Mineral Concession Rules,, read together with the Government of Manipur Order No.....dated..... I,..... (name of the Competent Officer), hereby certify that a sum of Rs..... (Rupees.....) only is recoverable as arrears of land revenue from.....(name/s with address of the lessee/permit holder/contractor) on account of the following in respect of quarrying lease/permit/contract for quarrying..... (name of minor minerals) at..... Village in.....District.

	Rs.
1. Royalty/Dead Rent
2. Surface Rent
3. Compensation for damage &/ acquisition of land, etc.
4. Contract money
5. Others (such as water rate taxes, local duties, etc. to be specified)

Total :

Place :
Date :

(Signature of the Competent Officer
with Designation)

FORM-V
[See rule 74(1)]
FORM OF MEMORANDUM OF APPEAL
(To be submitted in triplicate)

1. Name and address of individual(s)/firm/company :
2. Profession or nature of business of the applicant :
3. Full details of the order and authority passing the order against which the appeal is made(copy to be attached)
4. Minor mineral/minerals forming the subject matter of the appeal
5. Details of the area for which the revision memorandum is filed -
 - (a) District
 - (b) Sub-Division
 - (c) Tehsil
 - (d) Dag/Patta/Forest Survey Nos. (a map or plan of the area to be attached)
6. Is the appeal filed within the period specified in rule 78(1) :
7. Grounds of appeal :
8. If the memorandum of appeal is filed by the holder of Power of Attorney, the Power of Attorney to be attached :

Place :
Date

Signature and Designation of
appellate

LIST OF MINOR MINERALS
[See Section 3(e) MMRD Act, 1957]

1. Building stones.
2. Gravel.
3. Ordinary clay.
4. Ordinary sand other than sand used for prescribed purposes as given below:
 - (i) Purposes of refractory and manufacture of ceramic;
 - (ii) metallurgical purposes;
 - (iii) optical purposes;
 - (iv) purposes of stowing in coal mines;
 - (v) for manufacture of silvicate cement;
 - (vi) for manufacture of sodium silicate;
 - (vii) for manufacture of pottery and glass.
5. Boulder.
6. Single.
7. Chalcedony or impure Quartz pebbles used for ball mill purposes or filling for bore wells for decorative purposes in buildings.
8. Limeshell. | When used in kilns for manufacture
9. Kankar | of lime used as building material.
10. Limestone
11. Murrum.
12. Brick-earth.
13. Fuller's earth
14. Bentonite.
15. Road metal.
16. Reh-matti.
17. Slate. | when used for
18. Shale. | building material.
19. Marble
20. Stones used for making house-hold utensils.
21. Quartzite and Sandstone when used for purposes of building or for making road metals and house-hold utensils.
22. Salt petre.