

Tripura Minor Mineral Concessions Rules, 2014.

TRIPURA GAZETTE



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GOVERNMENT OF TRIPURA

FOREST DEPARTMENT

No.F.7(1)/FOR/FP-2013/29,660

Dated 12/09/2014

TRIPURA MINOR MINERAL CONCESSIONS RULE 2014

NOTIFICATION

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

CHAPTER-I

PRELIMINARY

1. Short title, extent and commencement:

- (1) These rules may be called the Tripura Minor Mineral Concessions Rules, 2014.
- (2) They shall come into force on the date of their publication in the official Gazette.
- (3) They shall extend to the whole of Tripura.

2. Definitions -

In these rules unless the context otherwise requires -

- (a) 'Act' means the Mines and Minerals (Regulation and Development) Act, 1957 (No. 67 of 1957);
- (b) 'Form' means a form set appended to these rules;
- (c) 'Schedule' means a Schedule appended to these rules;
- (d) 'Section' means a section of the Act;
- (e) 'Minor mineral' means a minor mineral as defined in clause (a) of section 3 of the Act and in subsequent Central Government notifications;
- (f) 'Mining' means an activity to extract minor minerals by surface quarrying or by under-ground methods by scrapping, digging, picking, boring or by any other means;

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- (g) 'Mining lease' means a lease granted to mine, quarry, bore, dig or search for the purpose of win, work and carry away any minor mineral specified therein;
- (h) 'Mining permit' means a permit granted for extraction and removal of specified quantity of any minor mineral from a specified area;
- (i) 'Public works' means public roads, public buildings, reservoirs, irrigation canals, village paths, tanks, etc;
- (k) Railway and Railway Administration have the meanings respectively assigned to them in the Indian Railways Act, 1890 (Central Act 9 of 1890);
- (l) 'State Government' means the Government of Tripura.
- (m) 'District Council' means the Tripura Tribal Areas Autonomous District Council.
- (n) 'Principal Chief Conservator of Forests' means the Principal Chief Conservator of Forests, Tripura.
- (o) 'Chief Conservator of Forests' means the Chief Conservator of Forests looking after extraction and marketing of forest produce.
- (p) 'District Forest Officer' means District Forest Officer of the concerned District,
- (q) 'Divisional Forest Officer' means Divisional Forest Officer of concerned territorial forest division,
- (r) The 'Director' means Director, Department of Industries and Commerce, Govt. of Tripura,
- (s) The 'District Magistrate and Collector' means District Magistrate & Collector of the concerned District,
- (t) The 'Sub Divisional Magistrate' means Sub Divisional Magistrate of the concerned Civil Sub Division

- (u) 'Competent Authority' means the Principal Chief Conservator of Forests or the Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer or any other authority specified by the Principal Chief Conservator of Forest or by any Government Notification.
- (v) Words and expressions used but not defined in these rules shall have the same meanings as are respectively assigned to them in the Mines and Minerals (Regulation and Development) Act, 1957.

CHAPTER-II

GENERAL RESTRICTIONS ON UNDERTAKING MINING OPERATIONS

3. Prohibition of mining or quarrying operations without mining lease or mining permit

- (1) Notwithstanding anything contained in any Instrument, Act, Rule or regulation, no person shall undertake any mining or quarrying operations in any area except under and in accordance with the terms and conditions of a mining lease or mining permit, as the case may be granted in accordance with the provisions of these rules:

Provided that nothing in this sub-rule shall affect any mining operations undertaken in any area in accordance with the terms and conditions of a lease/permit granted before the commencement of these rules, which is in force at the time of such commencement.

- (2) No mining lease or mining permit shall be granted in respect of minor minerals otherwise than in accordance with the provisions of these rules.

4. Restrictions on the grant of mining lease or mining permit:-

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

- 3) No mining lease/permit shall be granted in protected areas, reserved forests, proposed reserved forests, protected Forest, un-classed open forest or other recorded as forest land without prior clearance from the Central Govt. under section 2 of Forest (Conservation) Act, 1980.
- 4) Mining leases for river bed sand mining in the specific river stretch shall be identified by Divisional Forest Officer of the concerned territorial forest division for granting lease /permit preferably stretch-wise/ cluster- wise.
- 5) Depth of the mining may be restricted upto 3 meters/ water level whichever is less.
- 6) For carrying out mining in proximity to any bridge , railway line, national highway, water lifting area for drinking water, eco-fragile zone, irrigation projects, monuments, markets, cremation grounds/religious places and / or embankment, appropriate safety zone shall be worked out on case to case basis taking into account the structural parameters, locational aspects, flow rate etc. No mining shall be carried out in the safety zone so worked out.
- 7) A clearance from local Gaon Sabha/Panchayet/ Municipality/local bodies is required as the case may be.

CHAPTER-III

GRANT OF MINING LEASES

5. Power to grant mining leases:-

A mining lease shall be granted in respect of minor minerals by-

- (i) The Principal Chief Conservator of Forests or Chief Conservator of Forests in respect of the minor minerals for industrial and specific uses as specified in **SCHEDULE 'X'**
- (ii) The Principal Chief Conservator of Forests or Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer in respect of the minor minerals for uses other than in industry as specified in **SCHEDULE 'Y'**

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6. APPLICATION FOR GRANT OF MINING LEASE :-

(1) An application for grant of a mining lease shall be made to the Principal Chief Conservator of Forests or Chief Conservator of Forests in respect of the minor minerals specified in Schedule 'X' and to the Principal Conservator of Forest or Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer in respect of minor minerals specified in Schedule 'Y' in **FORM - 'A'**.

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

(i) A fee of Rs.2000/- (Rupees two thousand only)

(ii) A valid clearance certificate on payment of mining dues such as royalty, dead rent, surface rent, etc. payable under the Act or the rules made there under or under Indian Forest Act, 1927 and amendment made thereunder.

(iii) A valid land document from SDM of concerned area, non-encumbrance certificate for the land or no objection certificates from Revenue Authority in case of land classified as Government land or other land (other than forest land).

(iv) Necessary clearance from SEIAA/ SLEAC of Tripura State Pollution Control Board.

(v) Approved mining plan from MMRD in case of mining of more than 5 ha area.

(vi) Undertaking for payment of restoration cost/plan after completion of lease period including scientific method of zero mine waste.

Provided that where a person has furnished an affidavit to the satisfaction of the Principal Chief Conservator of Forests, Chief Conservator of Forests or his authorized agent that he does not hold a mining lease/permit, it will not be necessary for him to produce the said valid clearance certificate under 6 (2)(ii):

Provided further that where any injunction has been issued by a Court of law or any other competent authority staying the recovery of any such mining dues, the non-payment thereof shall not be treated as disqualification for the purpose of granting or renewing, the said mining lease/permit:

Provided also that grant of clearance certificate under clause (ii) shall not discharge the holder of such certificate from the liability to pay the mining dues which may subsequently be found to be payable by him under the Act or the rules made there-under.

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

(viii) A certificate from Labour Department for engagement of labourers.

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

7. Acknowledgement of application:-

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

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

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

8. Disposal of application for mining lease:-

i) An application for the grant of a mining lease shall be disposed of within six months from the date of its receipt, after making such enquiries as the competent authority may deem fit.

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

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9. Renewal of Mining Lease :-

- 1) An application for the renewal of mining lease shall be made to the Principal Chief Conservator of Forests or Chief Conservator of Forests in respect of the minor minerals specified in Schedule 'X' and to the Principal Chief Conservator of Forests or Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer in respect of the minor minerals specified in Schedule 'Y' in 'FORM-B' with fee of Rs. Two thousand, six month before expiry of the lease period.
- 2) An application for renewal of mining lease shall be disposed off before the expiry of the lease period, after making such enquiries as the competent authority may deem fit.
- 3) If an application is not disposed off within the period specified in sub-rule (2), it shall be deemed to have been refused.

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

The Principal Chief Conservator of Forests or Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer may, for reason to be recorded in writing and communicated to the applicant, refuse to grant or renew a mining lease over the whole or a part of the area applied for.

11. Refund and forfeiture, etc.

- 1) Where an application for the grant or renewal of a mining lease is refused or deemed to have been refused or the applicant refuses to accept the lease on account of any conditions imposed under sub-rule (5) of rule 16, the fee paid by the applicant under clause (1) of sub-rule (2) of rule 6 shall be refunded to him.
- 2) Where the whole or any part of the amount deposited under clause (vii) of sub-rule (2) of rule 6 has not been spent for the purposes specified in rule 18, it shall be refunded to the applicant.
- 3) Notwithstanding anything contained in sub-rule (1), where an application for grant or renewal of mining lease is rejected on account of any lapse on the part of the applicant in supplying any material information required, the fee paid by the applicant shall be forfeited to the State Government.

12. Period of mining lease and renewal

- 1) The period for which a mining lease be granted or renewed shall not ordinarily be more than two years but if the Principal Chief Conservator of Forests or Chief Conservator of Forests considers that a longer period of lease is necessary for proper development and economic exploitation of the mines and working on a large scale, he may grant or renew the lease for a period exceeding two years, total period should not exceed twenty years, with the prior approval of the State Government.
- 2) A mining lease may be renewed for nine periods each not exceeding the period for which the lease was originally granted. After nineteen years a fresh application is to be submitted. In case of forest land, the guidelines issued by the Ministry of Environment and Forests, Govt. of India is to be followed.
- 3) Notwithstanding anything contained in sub-rule (2), if the Principal Chief Conservator of Forests or the Chief Conservator of Forests is of the opinion that in the interest of mineral development it is necessary to do, he may, for reasons to be recorded in writing, renew a mining lease for a further period or periods not exceeding in each case, the period for which the lease was originally granted.

13. Submission of mining plan:-

When a mining lease is granted under these rules, the lessee shall submit a mining plan to scale, to the Principal Chief Conservator of Forests or the Chief Conservator of Forests and duly approved by him for the lease area so granted, prior to the execution of the lease deed under rule 18. In case of mining exceeding 5.0 ha, the plan is to be approved by MMRD as per clause (V) of sub-rule 2 of Rule 6.

- (i) The plan of the area showing as accurately as possible the location, boundaries and area of the land in respect of which mining lease has been granted, natural water-courses, forest areas, assessment of impact of mining activity on forest, land surface and environment including air and water pollution.
- (ii) The plan of area showing spot or spots where excavation is to be done in the first year and its extent, a tentative scheme of mining year wise for the subsequent years of lease.

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- (iii) The extent of manual mining or mining by use of machinery or use of mechanical devices.
- (iv) The details of scheme for restoration of the areas by afforestation, land reclamation, use of pollution control devices and such other measures as may be directed by the Principal Chief Conservator of Forests or the Chief Conservator of Forests from time to time.
- (v) Any other matter, which the Principal Chief Conservator of Forests or the Chief Conservator of Forests may require the applicant to provide in the mining plan.

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

- 1) Mining operations shall be undertaken in accordance with the mining plan so submitted and duly approved by the Principal Chief Conservator of Forests or the Chief Conservator of Forests.
- 2) A Mining plan may be modified with the prior approval of the Principal Chief Conservator of Forests or the Chief Conservator of Forests during the operation of a mining lease.

15. Exemption from submission of mining plan:-

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



✓ 16. Conditions of mining lease :-

1. Every mining lessee shall be subject to the following conditions:-

- (a) The lessee shall pay royalty on the minor mineral/minerals removed or consumed by him or by his agents, contractors, sub-lessee from the leased area at the rates notified by the State Government (till new rates are notified under these rules, royalty rates notified by Forest Department will be applicable).
- (b) The lessee shall submit a quarterly royalty statement in **Form 'I'** to the competent authority by the 15th July, 15th October, 15th January and 15th April for the preceding quarters, respectively.
- (c) The lessee shall report to the Principal Chief Conservator of Forests or the Chief Conservator of Forests the discovery in the leased area of any minerals not specified in the lease, within thirty days of such discovery.
- (d) If any mineral not specified in the lease is discovered in the leased area, the lessee shall not win and dispose off such mineral unless such mineral is included in the lease or a separate lease is obtained therefore.
- (e) The lessee shall pay, for every year except the first year of the lease, such yearly dead rent at the rates notified by the State Government (**Second schedule**) and if the lease permits the working of more than one mineral in the same area, the Government shall not charge separate dead rent in respect of each mineral.

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

- ✓ (f) The lessee shall also pay for the surface area used by him for the purpose of mining operations, surface rent at such rate not exceeding the land revenue, as may be specified by the State Government in the lease.
- (g) The lessee shall not employ in connection with the mining operations, any person who is not an Indian national, except with the prior approval of the Central Government.
- (h) Unless the Principal Chief Conservator of Forests or the Chief Conservator of Forests or his authorized agents for sufficient cause permits, otherwise the lessee shall commence mining operation within six months from the date of execution of the lease and shall thereafter conduct such operations in a proper, skilful and workman like manner and shall not work in such a manner as may prove dangerous to human life or flora or fauna.

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Explanation: For the purpose of this clause, mining operations shall include the erection of machinery, laying of tracks or construction of a road in connection with the working of the mine.

- (i) The lessee shall at his own expense erect and at all times maintain and keep in good condition boundary marks and pillars, where necessary, to indicate the demarcation shown in the plan annexed to the lease.
- (j) The lessee shall not carry on or allow to be carried on any mining operations at any point within a distance of fifty meters from any railway line, except under and in accordance with the written permission of the railway administration concerned, hundred meters from any reservoir, canal or other public works, or buildings, two hundred meters from bridges on highways, except under and in accordance with the previous permission of the competent authority.
- (k) The lessee shall keep correct accounts showing the quantity and other particulars of all minor minerals obtained and dispatched from the mine date-wise, the prices obtained for such minerals, the number and nationality of persons employed therein, and shall allow any officer authorized by the State Government in this behalf or by the competent authority to examine at any time any account, plan and record maintained by him.
- (l) The lessee shall allow any officer authorized by the State Government or the Principal Chief Conservator of Forests or the Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer to enter upon any building, excavation or land comprised in the lease for the purposes of inspecting the same.
- (m) The Principal Chief Conservator of Forests or the Chief Conservator of Forests shall at all times have the right of pre-emption of the minerals won from the land in respect of which lease has been granted, provided that the fair market price prevailing at the time of pre-emption shall be paid to the lessee for all such minerals.

- (n) The lessee shall submit an annual return on minerals raised, dispatched, royalty paid, manpower employed etc. in **Form 'J'** to the Principal Chief Conservator of Forests or the Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer as the case may be by the 20th of April for the preceding financial year.
- (o) The lessee shall without delay send to the Principal Chief Conservator of Forests or the Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer and Labour Department a report of any accident involving the death or injury to any person which may occur in or around the quarry/mine and shall observe all rules in force regulating the working of quarries/mines.
- (p) The lessee shall strengthen and support, to the satisfaction of the railway administration concerned or the State Government, as the case may be, any part of the mine/quarry, which in its opinion requires such strengthening and support for the safety of any railway, reservoirs, canal, road, bridge or any public works or buildings.
- (q) The lessee shall not pay a wage less than the minimum wage prescribed by the Central or State Government from time to time under the Minimum wages Act, 1948 and ensure safety norms as envisaged in Factories and Boilers Act.
- (r) The lessee shall take adequate measures for planting in the same area or any other area selected by the Forest Department not less than twice the number of trees destroyed by reason of any mining operation or to the extent possible, the restoration of Flora and other vegetation destroyed by such operations. This is in addition to the compensatory afforestation as may be stipulated by the Central Govt. while conveying approval of such mining under Section 2 of Forest (Conservation) Act, 1980.
- (s) The lessee shall pay to the owner of the surface of the land such compensation as may become payable under these rules.

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2. When a mine is opened or closed or there is change of agent or manager, the lessee shall forthwith communicate the actual date of opening or closing or change, as the case may be in writing in **Form 'K'** to:
 - (i) The Principal Chief Conservator of Forests or the Chief Conservator of Forests and other concerned Forest Officials.
 - (ii) The District Magistrate of the District in which the mine/quarry is situated.
3. The lessee or his agent or the manager of the mine/quarry shall immediately give a notice in **Form K** to :
 - (i) The Director General of Mines Safety, Dhanbad.
 - (ii) The Dy. Director of Mine Safety, Digboi, Sub- region Digboi.

Whenever-

- (a) the depth of the quarry measured from its highest to its lowest point reaches six metres; and/or.
 - (b) the number of persons employed in the quarry on any day is more than fifty; and/or.
 - (c) any explosives are used.
4. A mining lease may contain such other conditions as the competent authority may deem necessary in regard to the following, namely:-
- (a) the time limit, mode and place of payment of rents and royalty;
 - (b) the compensation for damage to the land covered by the lease;
 - (c) the felling of trees;
 - (d) the restriction of surface operations in any area prohibited by any authority;
 - (e) the notice by lessee for surface occupation;
 - (f) the provision of proper weighing machines;
 - (g) the facilities to be given by the lessee for working other minerals in the leased area or adjacent area;
 - (h) the entering and working in a reserved or protected forest or unclassed open Government Forests;
 - (i) the securing of pits and shafts;

- (j) the indemnity to Government against claims of third party;
 - (k) the maintenance of hygienic conditions in the mining areas;
 - (l) the delivery of possession of lands and mines on the surrender, expiration or determination of the lease.
 - (m) the forfeiture of property left after determination of lease;
 - (n) the power to take possession of plant, machinery, premises and mines/quarry in the event of war or emergency.
5. The Principal Chief Conservator of Forests or the Chief Conservator of Forests if he is of the opinion that in the interest of mineral development, it is necessary so to do, may in any case, with the previous approval of the State Government, impose such further conditions as he thinks fit.
6. If the lessee does not allow entry for inspection under clause (k) of sub-rule (1), the State Government or the Principal Chief Conservator of Forests or the Chief Conservator of Forests shall give notice in writing to the lessee, requiring him to show cause within such time as may be specified in the notice why the lease should not be determined and his security deposit forfeited; and if the lessee fails to show cause within the aforesaid time to the satisfaction of the State Government or the competent authority, the State Government or the competent authority as the case may be, may determine the lease and forfeit the whole or part of the security deposit.
7. If the lessee makes any default in payment of royalty or dead rent or surface rent under clause (a), or (c), or (f) of sub-rule (1), or commits a breach of any of the conditions other than those referred to in sub-rule (6), the competent authority shall give notice to the lessee requiring him to pay the royalty or remedy the breach, as the case may be, within thirty days from the date of the receipt of the notice and if the royalty or dead rent or surface rent is not paid or the breach is not remedied within such period the competent authority may, without prejudice to any proceeding that may be taken against him, determine the lease and forfeit the whole part of the security deposit.

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17. Lease to be executed within three months:-

- (1) Where on an application for the grant of mining lease, an order has been made for the grant of such lease, and thereafter a mining plan duly approved by the Principal Chief Conservator of Forests or the Chief Conservator of Forests is submitted to the competent authority, a lease deed in **Form 'F'** may require shall be executed within three months of the order or within such further period as the competent authority may allow in this behalf. If no such lease deed is executed within the said period due to any default on the part of the applicant, the Principal Chief Conservator of Forests or the Chief Conservator of Forests or their authorized Officer may revoke the order granting the lease and in that event, the application fee shall be forfeited to the State Government.
- (2) The date of the commencement of the period which a mining lease is granted shall be the date on which the deed is executed under sub-rule(1).
- (3) In case of forest land the date of commencement of the period for which a mining lease is granted shall be the date on which the permission under the Forest (Conservation) Act, 1980 is granted by Govt. of India.

18. Security deposit :-

An applicant for a mining lease shall, before the deed referred to in rule 17 is executed, deposit as security for the due observance of the terms and conditions of the lease, a sum of rupees twenty thousand only.

19. Survey of the area leased:-

When mining lease is granted by the Principal Chief Conservator of Forests or the Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer, arrangements shall be made by the competent authority at the expense of the lessee for the survey and demarcation of the area granted under the lease, as and when it is deemed necessary.

20. Rights of lessee :-

Subject to the conditions mentioned in rule 14, the lessee in accordance with the lease deed executed under rule 17 in respect of the land leased to him shall have the right for the purpose of mining/quarrying operations on that land to mine/quarry, to erect plant and machinery to construct buildings and road; to use land for stocking purpose; to use water; to carry away, sell or dispose of the minor mineral/minerals specified in the lease deed.

In case of reserved forest, protected forest, unclassed open government forest or any other land recorded as forest land, no construction activity will be allowed whether temporary or permanent in nature without approval of Central Government.

21. Maximum area for which mining lease may be granted:-

No person shall acquire in the State in respect of any minor mineral one or more mining leases covering a total area of more than 100 Hectares.

Provided that if the State Government is of the opinion that in the interest of mineral development it is necessary so to do, it may for reasons to be recorded, permit any person to acquire one or more mining leases covering an area in excess of the aforesaid maximum area.

22. Boundaries below the surface:-

The boundaries of the area covered by a mining lease shall run vertically downwards below the surface of the centre of the earth.

23. Lapsing of leases :-

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

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2. Where a lessee is unable to commence the mining operation within a period of six months from the date of execution of the lease deed, or discontinues mining operations for a period exceeding six months for reasons beyond his control, he may submit an application to the competent authority explaining the reasons for the same, at least two months before the expiry of such period.
3. Every application under sub-rule (2) shall be accompanied by a fee of one hundred rupees.
4. The competent authority may, on receipt of an application made under sub-rule (2) and on being satisfied about the adequacy and genuineness of the reasons for the non commencement of mining operations or discontinuance thereof, pass an order before the date on which the lease would have otherwise lapsed, extending or refusing to extend the period of the lease:

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

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

- (a) acquisition of surface rights; or
- (b) getting the possession of the leased area; or
- (c) supply or installation of machinery; or
- (d) getting financial assistance from banks, or any financial institutions; and the lessee is able to furnish documentary evidence in support of his application, the competent authority may consider whether there are sufficient reasons and / or beyond control of lessee for the non- commencement of operations.

24. Registration of Mining Lease:-

A mining lease granted under these rules shall be registered in accordance with the provisions of the Indian Registration Act, 1908 at expense of the lessee within one month from the date of lease deed is executed under sub-rule (1) of rule 17.

25. Right to determine lease:

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

26. Royalties in respect of leases granted earlier:-

- (1) The holder of a mining lease granted before the commencement of these rules shall, notwithstanding anything contained in the instrument of lease or in any law in force at such commencement, pay royalty in respect of any minor mineral removed or consumed by him or by his agents, contractors or sub-lessee from the lease hold area after such commencement at rates for the time being notified by the State Government in respect of that minor mineral.
- (2) The holder of a mining lease granted on or after the commencement of these rules shall pay royalty in respect of any minor mineral removed or consumed by him, or by his agent, contractor or sub lessee from the leased area at the rate for the time being notified by the government in respect of that mineral.

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3. The State Government, by notification in the official gazette, may amend the rate of royalty payable in respect of any minor mineral with effect from such date as may be specified in the notification:

CHAPTER-IV

TRANSFER OF MINING LEASE

27. Transfer of mining lease:-

(1) The lessee shall not, without the previous consent in writing of the Principal Chief Conservator of Forests

- (a) assign, sublet, mortgage or in any other manner transfer the mining lease, or any right, title or interest therein, or
- (b) enter into or make any arrangement, contract, or understanding whereby the lessee will or may be directly or indirectly financed to a substantial extent by or under which the lessee's operations or undertakings will or may be substantially controlled by any person or body of persons other than the lessee;

Provided that the Principal Chief Conservator of Forests shall not give his written consent unless-

- (i) The lessee has furnished an affidavit along with his application for transfer of the mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee ;
- (ii) The transfer of the mining lease is to be made to a person or body of persons directly undertaking the mining operation;
- (iii) The transferor or/ and transferee produce valid clearance certificate of payment of mining dues such as royalty, dead rents, surface rent, cess etc.

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

TRANSFER OF MINING LEASE

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

Whereon an application for transfer of a mining lease under rule 27, the Principal Chief Conservator of Forests has given consent for transfer of such lease, a transfer lease deed in **Form 'G'** shall be executed within three months of the date of consent, or within such further period as the competent authority may allow in this behalf.

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CHAPTER- V

29. Grant of Mining Permits:-

- (1) The competent authority may grant a mining permit in **Form 'L'** to any person to extract and remove from any specified land any minor mineral not exceeding three thousand cubic meters in quantity under anyone permit, on payment of royalty at the rates notified by government. Before granting such permit, the competent authority shall satisfy himself that the requirement of the permit is genuine and that it does not obviate the necessity of obtaining a mining lease in the area in respect of which the permit for extraction of the mineral has been applied for, if applied so.
- (2) The competent authority may refer the issue of such permits for reasons to be recorded by him in writing.

30. Application for Mining Permits:-

- (1) An application for mining permit shall be made in **Form 'M'** and shall be accompanied by:
 - (a) A fee of Rupees two thousand only;
 - (b) A valid up-to-date clearance certificate of mining dues, if any, from the competent authority.
- (2) Every application of a mining permit shall if the land from which the minor mineral is to be extracted is land other than Government land, be accompanied by a written consent letter from the owner/occupant of such land to the effect that he has no objection to the extraction of the minerals by the applicant.
- (3) Every application for the extension of the period of the permit shall be accompanied by a fee of Rupees one thousand.

(4) The area applied for grant of mining permit shall be in a compact block/ linear stretch covering less than five hectares.

(5) Necessary clearance from SEIAA/ SLEAC of Tripura State Pollution Control Board.

(6) In order to maintain the ecological sustainability of river beds and the flow in a particular river during rainy season and to prevent damage to the adjoining agricultural field / land during rainy season due to heavy rain, the Divisional Forest Officers may specifically grant permit to valid FTL holder to remove the sand / silt from the river beds in the earmarked portion of the river, as a temporary measure, where no permit for mining / sand in that particular portion has been sanctioned.

31. Disposal of application for mining permits.

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

(2) If any application is not disposed of within the time specified in sub-rule (1), it shall be deemed to have been rejected and the reason has to be communicated.

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

(1) Every mining permit granted under rule 30, shall contain a condition that depth of the pit below the surface shall not ordinarily exceed three meters and for digging pits beyond three meters, the permit holder shall obtain the permission of the competent authority.

(2) Any mining permit granted under rule 30 may contain such other conditions as the competent authority may deem necessary in regard to the following matters, namely:-

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- (a) time limit, mode and place of payment of rents and royalties;
 - (b) compensation for damage to the land covered by the permit;
 - (c) felling of trees in consultation with Divisional Forest Officer in case of forest areas;
 - (d) restriction on surface operation in any area prohibited by any authority;
 - (e) reporting of accidents;
 - (f) indemnity to Government against claims of third parties;
 - (g) period within which the minor mineral shall be extracted and removed and delivery of possession over lands on expiry of such period or on the removal of the quantity of the minor mineral for which the permit is valid;
 - (h) forfeiture of property left after cancellation of the permit;
 - (i) disposal of mineral in stock at site after expiry of the permit.
 - (J) the use of machineries will be specifically defined in the permit depending on the site condition and environmental issues.
- (3) In case of breach of any of the conditions subject to which the permit is granted, the competent authority may cancel the permit issued by him. On cancellation of the permit, the quarried mineral lying on the land from which they are extracted shall become the absolute property of the Government and may be sold by public auction by the competent authority.
- (4) The competent authority after such enquiry and verification as they may deem necessary, shall assess amount of royalty and penalty for the excess quantity at the end of prescribed period.

CHAPTER-VI

REVISION

33. Application for revision :-

- (1) Any person aggrieved by an order made by the competent authority in exercise of the powers conferred on him by the Act or these rules may, within two months of the date of communication of the order to him, apply to the State Government in duplicate in **Form 'N'** for revision of the order. The application should be accompanied by a treasury receipt showing that a fee of Rupees one hundred has been paid into the Government Treasury.
- (2) In every application under sub-rule (1) against the order of refusing to grant a mining lease, any person to whom a mining lease was granted in respect of the same area or for a part thereof, shall be impleaded as a party.
- (3) Along with the application under sub-rule (1), the applicant shall submit as many copies thereof as there are parties impleaded under sub-rule (2).
- (4) On receipt of the application and the copies thereof, the State Government shall send a copy of the application to each of the parties impleaded under sub-rule (2) specifying a date on or before which he may make his representations, if any, against the revision application filed under sub-rule (1).

34. Orders on revision application:-

On receipt of an application for revision under rule 33, the State Government may confirm, modify or set aside the order or pass such other order in relation there-to, as it may deem just and proper. Any order passed by the State Government under revision petition shall be final and binding on the parties.

CHAPTER-VII

MISCELLANEOUS

37. Power to rectify apparent mistakes :-

The Principal Chief Conservator of Forests or the Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer may at any time within six months from the date of the order passed by him in exercise of the powers conferred on him by these rules, on his own motion rectify any mistakes or error detected in the order passed by him. Also, within the like period, he shall rectify any mistake or error, which has been brought to his notice by an applicant for grant of a mining lease/ permit:

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

38. Pending application for mining permit:-

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

39. Revision suo-moto:-

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

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40. Relaxation of Rules in special cases :-

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

41. Challans, registers, returns and signboard :-

- (1) Every lessee or permit holder who intends to dispatch minor minerals by rail, road or river shall issue challan in Form 'O' to the carriers who shall produce the same on demand by the competent authority or any other officer authorized by him.
- (2) Every lessee or permit holder shall maintain a register in which day to day transaction shall be entered and shall be subject to verification by the competent authority or any other officer authorized by him from time to time.
- (3) Every lessee or permit holder shall submit every month to the Principal Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer or authorized Officer a true and correct return for minor minerals in Form 'H' by the fifteenth day of the following month to which it relates.
- (4) Every lessee or permit holder shall give all reasonable facilities to the competent authority or any other officer authorized by him in this behalf to inspect, verify and check the accounts of the minerals.

37. Power to rectify apparent mistake.
(5) If the accounts, returns and other evidence produced by the lessee, permit holder or any other person who has removed minor minerals are in the opinion of any of the officer authorized under rule 41(2) is incorrect, incomplete or unreliable, either wholly or partly, the officer concerned shall report to the Principal Chief Conservator of Forests or the Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer or authorized Officer who shall proceed to assess to the best of his judgment, the amount of royalty due from the assessee and the decision of the Principal Chief Conservator of Forests or the Chief Conservator of Forests, as the case may be, shall be final.

42. Penalty for failure to furnish documents:-

Any lessee or permit holder or his transferee or assignee fail to furnish the documents required to be maintained under these rules or refuse entry for inspection by the Principal Chief Conservator of Forests or the Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer or District Magistrate, authorized by the Government, he/she shall be liable under civil/ criminal laws to be punishable with simple imprisonment for a term which may extend to three months or with fine which may extend to five thousand rupees or both.

43. Penalty for filling wrong returns or maintaining incorrect accounts or for failure to issue challans:-

(1) If any lessee or permit holder files wrong returns or maintain incorrect accounts or fails to issue challans, he shall be liable to penalty of a sum of Rupees three thousand and also be liable to have his mining lease terminated or mining permit cancelled, provided that before final orders are passed by the competent authority, he shall be given a reasonable opportunity of showing cause against the same.

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(2) If any lessee or permit holder fails to file the return as specified in rule 41(3) within the prescribed period, he shall be liable to pay as penalty a sum of Rupees twenty for every day after expiry of the prescribed date during the period, the lessee or permit holder fails to furnish the required return.

(3) The Lessee of permit holder or his transferee or assignee failed to furnish the documents required to be maintained under this rule or refuse entry of authorized officer, he/she shall be liable under civil/ criminal laws to be punishable of simple imprisonment for a term which may extend to three months or with fine which may extent to rupees two thousand or both.

44. Penalty :-

(1) If any driver of any carrier while carrying minor minerals fails to furnish the challan in Form '0' or refuses inspection of such challan by the competent authority or any other officer authorized by him, he/she shall be liable under civil/ criminal laws to be punishable with simple imprisonment which may extend to six months or with fine which may extend to five thousand rupees or with both.

(2) Whoever removes minor minerals without valid lease/permit or on whose behalf such removal is made otherwise than in accordance with these Rules, he be presumed to be a party to the illegal removal of the minor mineral and shall be liable to pay royalty or penalty specified for the minor minerals, which may extend up to four times the rate of royalty notified for the minor mineral without prejudice to other action being taken against him under these rules or under Indian Forest Act 1927 or any other law for the time being in force.

45. Compounding of offence:

The competent Forest Officer with the approval of the Divisional Forest Officer may compound a case instituted against any person.

46. Exemptions :-

Notwithstanding anything contained in these rules no rent, royalty or fee shall be charged for :-

(i) Extraction of minor minerals from lands in respect of which no mining lease has been granted, when such extraction are not done for the purpose of sale, but are required for bonafide personal requirement of the inhabitants of the area.

(ii) Extraction of ordinary clay by artisans for making earthen pots, earthen images, etc. on a cottage industry basis:

Provided that the aforesaid exemption do not afford immunity from any action which might be taken under the provision of any existing rules or Acts of the State or Central Government for unauthorized removal of minor minerals from any Government land by private persons, without the permission of the competent authority or the State Government or any officer authorized by it in this behalf.

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

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

- (2) To exploit any minor mineral deposit of a particular area, the Principal Chief Conservator of Forests or the Chief Conservator of Forests or District Forest Officer or Divisional Forest Officer or any other officer authorized by them shall consult the Director of Industries and Commerce Department, Govt. of Tripura, regarding the suitability for use of that particular minor mineral deposit prior to its exploitation.
- (3) For the purpose of specifying the uses of minor mineral deposit of a particular area, the Director of Industries & Commerce Department shall be the competent authority to examine and prescribe the uses of that particular minor mineral deposit according to its suitability and his decision in this regard shall be final.

48. Repeal and saving :-

- (1) All Rules or executive instructions on the subject in force within the State of Tripura including the rules for quarrying or the collections of minor minerals from forest or non-forest areas contained in any Forest Rules of Tripura, immediately before the commencement of these rules are hereby repealed.
- (2) Notwithstanding such repeal, any action taken under the Rules or instructions so repealed shall be deemed to have been taken under the corresponding provision of these Rules.

Sd/-
 (Dr v. K. Bahuguna)
 Principal Secretary
 Govt. of Tripura

SCHEDULE - 'A'

LIST OF MINOR MINERALS

(As defined under Section 3(e) of MMRD Act, 1957 and further declared as such from time to time under the Act.)

1. Building stones
2. Gravel
3. Ordinary clay
4. Ordinary sand other than sand used for prescribed purposes.

Mineral Concession Rules, 1960; Rule 70:- Sand not to be treated as minor mineral when used for certain purposes. Sand shall not be treated as minor mineral when used for any of the following purposes:-

- i. Purposes of refractory and manufacture of ceramic;
- ii. Metallurgical purposes;
- iii. Optical purposes;
- iv. Purposes of stowing in coal mines;
- v. For manufacture of sillycrete cement;
- vi. For manufacture of Sodium silicate;
- vii. For manufacture of pottery and glass;

(Dr. V. K. Dasgupta)
Principal Secretary
Govt. of Tripura

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SCHEDULE-X

5. Boulder;

6. Shingle;

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

8. Limeshell

9. Kankar

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

10. Limestone

11. Murram

12. Brick-earth;

13. Fuller's earth;

14. Bentonite;

15. Road metal;

16. Rheumatic;

17. Slate

When used for building material

18. Shale

19. Marble

20. Stones used for making house hold utensils;

21. Quartzite and sand-stone, when used for purposes of

building of for making road metal and house hold

utensils, and

22. Salt- Peter.

SCHEDULE-'X'

Rule 5(i)

Minor minerals for industrial and specific uses:-

(1) Building stone including granite:- When mined for the purpose of manufacture of polished tiles, slabs and other decorative and architectural purposes.

OR

When mined in large scale for export of the stone in the form of cubes, slabs, boulder or gravel and for construction of dams, dykes, bridges

(2) Marble

(3) Fuller's earth

(4) Bentonite

(5) Lime Shell]

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

(6) Kankar]

(7) Limestone of any grade

(8) Brick earth]

When used in mechanized brick plants.

(9) Quartzite and sand stone]

When used in cement manufacturing or in any other manufacturing industry.

(10) Ordinary clay]

When used in cement manufacturing in any industry other than cottage industry.

(11) Shale

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SCHEDULE-'Y'

Rule 5(ii)

Minor minerals for uses other than in Industry:-

- (1) Gravel When used in construction of roads and buildings other than mined in large scale for export and for export and for construction of dams, dykes, bridges etc.
- (2) Ordinary clay Other than used in cement manufacturing or in any industry except cottage industry.
- (3) Ordinary sand Other than sand used for prescribed purposes.

Mineral Concession Rule 1960:- Rule 70:- sand not to be treated as minor mineral when used for certain purposes and shall not be treated as mineral when used for any of the following purposes:-

Purposes:-

- (i) Purpose of refractory and manufacture of ceramic
 - (ii) Optical purpose.
 - (iii) Metallurgical purpose
 - (iv) Purposes or stowing in coal mines
 - (v) For manufacture of siluicrete cement
 - (vi) For manufacture of sodium silicate
 - (vii) For manufacture of pottery and glass
- (4) Boulder When used in construction of roads and buildings other than mined in large scale for export and for construction of dams, dykes and bridges etc.

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(5) Shingle

(6) Chalcidony or impure quartz pebbles - When used for ball mill purposes or filling for bore well or for decorative purposes in buildings

(7) Murram

(8) Brick earth

(9) Road metal

(10) Reh matti

(11) Slate and shale

When used as building materials and other than used in cement or other industry except cottage industry.

(12) Stones

When used for making household utensils.

(13) Quartzite and sandstone

When used for purposes of building or for making road metal and household utensils other than used in cement manufacturing or in any manufacturing industry.

(14) Salt petre

- (i) Purpose of refractory and manufacture of ceramic
- (ii) Optical purpose.
- (iii) Metallurgical purpose.
- (iv) Purpose of stowing in coal mines
- (v) For manufacture of silicate cement
- (vi) For manufacture of sodium silicate
- (vii) For manufacture of pottery and glass

(d) Boulder - When used in construction of roads and buildings other than mined in large scale for export and for construction of dams, dykes and bridges etc

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THE FIRST SCHEDULE

- 1 Application for mining lease Form A ✓
- 2 Application for renewal of mining lease Form B
- 3 Receipt of application for mining lease or renewals Form C ✓
- 4 Register of application for mining lease Form D ✓
- 5 Register of mining lease Form E ✓
- 6 Mining lease deed Form F ✓
- 7 Transfer lease deed Form G
- 8 Monthly return of minor minerals raised Form H ✓
- 9 Quarterly royalty statement Form I ✓
- 10 Annual return on minor minerals raised dispatched,
royalty paid manpower employed etc. Form J ✓

THE FIRST SCHEDULE

- | | | |
|----|--|--------|
| 11 | Notice of opening, closing or change | Form K |
| 12 | Form of Mining permit for minor minerals | Form L |
| 13 | Form of application for mining permit | Form M |
| 14 | Application for revision | Form N |
| 15 | Form of Challans for Transport of minor minerals | Form O |

- | | | |
|----|-----------------|--------------------------------|
| 16 | State and State | When used as building or other |
| 17 | State and State | When used as building or other |
| 18 | State and State | When used as building or other |
| 19 | State and State | When used as building or other |
| 20 | State and State | When used as building or other |
| 21 | State and State | When used as building or other |
| 22 | State and State | When used as building or other |
| 23 | State and State | When used as building or other |
| 24 | State and State | When used as building or other |
| 25 | State and State | When used as building or other |
| 26 | State and State | When used as building or other |
| 27 | State and State | When used as building or other |
| 28 | State and State | When used as building or other |
| 29 | State and State | When used as building or other |
| 30 | State and State | When used as building or other |

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SECOND SCHEDULE

(see Sec 16-1(e))

DEAD RENT

Period of the quarry lease Rate of dead rent per hectare per annum

1. First year of the lease Nil

2. Second year and onwards Rs. 20,000/-

Sd/-

(Dr V. K. Bahuguna)

Principal Secretary
Department of Forests
Government of Tripura.

SECOND SCHEDULE

FORM - A

APPLICATION FOR MINING LEASE

[Sub-Rule (1) of Rule (6)]

(To be submitted in duplicate)

Received at (Place)

at (Hour)

on (Date)

Initial of Receiving Officer

To
Principal Secretary
Department of Forests
Government of Tripura

Sir,

I/We request that a mining lease under the -

- 1) Tripura Minor Mineral Concession Rules, 2014 may be granted to me/us.
- 2) A sum of Rs.2000/- and Rs.500/- being the fees in respect of this application and preliminary expenses respectively payable under sub-rule (2) of Rule 6 of the said rule have been deposited in the Government Treasury (Vide Challans No..... dated..... of Treasury.....)
- 3) The required particulars are given below :-
 - i. Name of the applicant with complete address (phone number, email id) :

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- ii. Is the applicant a private individual/Private Company/Public company / Public Sector undertaking /Co-operative Society/Firm or Association/Joint Sector Undertaking or any other.
 - iii. In case the applicant is
 - a) An individual, his nationality, qualification and permanent residency.
 - b) A private company its place of registration and copy of certificate of incorporation and the nationality of the member/Board of Directors of the Company.
 - c) A public company, its place of incorporation and copy of certificate of incorporation and the nationality of its Directors.
 - d) A firm or association, the nationality of all the partners of the firm or members of the association:
 - e) A co-operative society, the nationality of its members, its place of registration and a copy of the certificate of registration.
 - iv) Profession or nature of business of the applicant.
- 4) Particulars of documents appended:
- i. Mining dues clearance certificate; OR
 - ii. Affidavit in lieu of mining dues clearance certificate subject to the production of mining dues clearance certificate within ninety days of making application:
 - iii. Affidavit when not holding any mining lease.

- 5) Mineral/Minerals which the applicant intends to mine
- 6) Period for which mining lease is required
- 7) Extent of the area for which mining lease is required
- 8) Details of the area in respect of which mining lease is required.

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

9) In case the area applied for lease is under forest, then the following particulars are given:

- i. Forest Division, Range and Beat.
- ii. Legal status of the forest whether RF/PRE/PF/UGF.
- iii. Whether it forms part of a National park or wild life sanctuary
- iv. Type and extent of Vegetation in the area.

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

- i. the area applied for lease together with boundary, if any, of any other existing/mining lease in case the area applied for has any common point or line with the boundaries of existing quarry lease;
- ii. the dimensions of the lines forming the boundary of area and the bearing and distance of all corner points from any important, prominent and fixed point or points ;

APPLICATION FOR RENEWAL OF MINERAL LEASE

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- iii. all important surface and natural features (namely roads, railway, wells, religious place, public place, cremation ground Government establishments, streams, etc.);

11) Particulars of the areas mineral-wise in each district the applicant or any person joint in interest with him.

- i. already holds under quarry lease;
- ii. has already applied for but not granted;
- iii. being applied for simultaneously;

12) Manner in which the mineral raised is to be utilized;

- i. if for captive use, the location of plant and industry;
- ii. if for sale, whether the mineral will be supplied in raw form or after processing (i.e. crushing/grinding/benefaciation/calcining)

13) Financial resources of the applicant

14) Any other particulars which the applicant wishes to furnish;

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

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you.

Place:

Yours faithfully,

Signature of the Applicant

Date:

Note:

1. If the application is signed by an authorized agent of the applicant, then the power of Attorney should be attached.
2. The application should relate to one compact area/ linear stretch only.

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APPLICATION FOR RENEWAL OF MINING LEASE

[Sub-rule (1) of Rule (9)]

(to be submitted in duplicate)

Received at (Place)

at (Hours)

at (Date) Dated, the, 20

To

Initial of Receiving Officer

Sir,

I/We request for renewal of my/our mining lease under the Tripura Minor Mineral Concession Rules, 2014

2. A sum of Rs. 2000/- being the application fee payable under sub-rule (2) of rule 6 of the said rules has been deposited in the Government treasury (vide Challans No.....dated of treasury.)

3. The required particulars are given below :

- i. Name of the applicant with complete address (phone number, email id):
- ii. Is the applicant a private individual/Private Company/Public Company/Co-operative Society/Firm or Association/Public Sector Undertaking/Joint Sector Undertaking or any other;

APPLICATION FOR RENEWAL OF MINING LEASE

- iii. Profession or nature of business of applicant;
- iv. Reference of the valid clearance certificate of payment of mining dues (copy enclosed);
- v. Particulars of the mining lease granted earlier;
 - (a) Particulars of the mining lease of which renewal is desired;
 - (b) Details of previous renewal granted, if any;
- vi. Period for which renewal of quarry lease is required;
- vii.
 - (a) The area applied for renewal;
 - (b) Description of the area applied for renewal;
 - (c) Particulars of map of the lease hold with area applied for renewal clearly marked on it (attached)
 - (d) Does the area applied for lease fall in Govt. land;
 - (e) If not, 'No Objection Certificate' for undertaking mining operations has to be obtained from the owner/occupier/District Council in writing and be filed;
- viii. Particulars of the areas mineral-wise in each district the applicant or any person joint in interest with him;
 - (a) already holds under mining lease;
 - (b) has already applied for but not granted;
 - (c) being applied for simultaneously;
- ix. Manner in which the mineral is to be utilized;
 - (a) if for captive use, the location of plant and industry;

(b) if for sale, whether mineral will be supplied in raw form or after processing (i.e. crushing/grinding/beneficiation/calcining).

v. Details of output during the lease period held;

A mining plan to the scale to be attached with the application. The plan should incorporate the following (for more than 5 ha approved from MMRD) :

- i. plan of the area applied for showing location, boundaries, natural water etc. forest areas; assessment of impact of mining activity on forest, land surface, and environment including air and water pollution.
- ii. The spot or spots where the excavation is to be done in the first year and its extent; a tentative scheme of mining year-wise for the subsequent years of the lease period;
- iii. Method of mining, i.e. the extent of manual mining and/or extent of mining by use of machinery and mechanical devices;
- iv. The details of scheme for restoration of the areas a forestation land reclamation, use of pollution control devices;
- v. An undertaking for payment of reclamation cost on completion of mining.

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Any other particulars which the applicant wishes to furnish:

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

Place :

Yours faithfully,

Date :

.Signature of applicant

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

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FORM – C

RECEIPT OF APPLICATION FOR MINING LEASE OR RENEWALS

[(Sub Rule (3) of Rule (7))]

GOVERNMENT OF TRIPURA

Sl. No.....

Dated 20

Received the application with the following enclosures for Quarry lease/renewal of lease of Shri Sarvasri.....at..... (hour) on20..... for about.....hectares of land located in Village/Block/Forest Range.....Mouza..... District..... for mining the minor mineral/minerals.

Enclosures:

Place :

Signature and Designation of Receiving Officer

Date :

FORM - D

REGISTER OF APPLICATION FOR MINING LEASE OR RENEWALS

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

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

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FORM - E
REGISTER OF MINING LEASES

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

Situation of the land i.e. district Mouza village forest range where applicable etc	Dag No. with area	Mineral/minerals added to the lease with date	Date and period of renewal	Date of change together with details of change that take place in name and other particulars of the holder of mining lease	Date of assignment or transfer of lease if any, and the name and address of the assignee/transferee	Date of expiry or relinquishment or cancellation	Remarks	Signature of the officer
10	11	12	13	14	15	16	17	18

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FORM - F

MODEL FORM OF MINING LEASE

THIS INDENTURE made thisday of20 between the Government of Tripura (hereinafter referred to as the "Lessor" which expression shall where the context so admits be deemed to include the successors and assigns) of the one part and

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

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

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

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When the lessee is a registered Co.

.....(Name of company), a company registered under (Act under which incorporated) and having its registered office at(address) (hereinafter referred to as the lessee which expression shall where the context so admits be deemed to include its successors and permitted assigns) on the other part, WHEREAS THE lessee/lessees has/have applied to the State Government in accordance with the Tripura Minor Mineral Concession Rules, 2014 (hereinafter referred to as the said Rule) for quarry lease for in respect of the lands described in part 1 of the Schedule hereunder written and has/have deposited with the State Government the sum of Rs. as security and the sum of Rs... for meeting the preliminary expenses for a lease.

WITNESSETH that in consideration of the rents and royalties, covenants and agreements by and in these presents and the schedule hereunder written reserved and contained and on the part of the lessee/lessees to be paid, observed and performed the State Government hereby grants and demises into lessee/lessees.

PART - I

The Area of this lease

Location and area of the lease:-

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

On the West by

On the North by

On the South by

On the East by

And

hereinafter referred to as the said lands

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Part II

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

To enter upon land & search for win, work etc. 1. Liberty and power at all times during the terms hereby demised to enter upon the said lands and to search for mine, bore, dig, drill or win, work, dress, process, convert, carry away, and dispose of the said mineral/minerals

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

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

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

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

To get building and road materials etc.

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

To use matter from streams etc.

6. Liberty and power for or in connection with any of the purposes mentioned in this part but subject to the right of any existing or future lessees and with the written permission of District Magistrate & Collector/ Director to appropriate and use water from any streams, water-courses, spring or other sources in or upon the said lands and to divert, step up, or dam any such stream or water course and course and collect and impound any such water and to make, construct and maintain any water course, culverts, drains or reservoirs but not as to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollutes any streams or springs. Provided that the lessee/lessees shall not interfere with navigation in any navigable stream not shall divert such stream, also conditions given in rule 3 without the previous written permission of the State Government.

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To use and for stacking, heaping, depositing purpose. 7. Liberty and power to enter upon and use a sufficient part of the surface of such lands for the purpose of stacking, heaping, storing or depositing therein any produce of the mines or works carried on and any tools, equipment, earth and materials and substances dug or raised under the liberties and powers mentioned in this part.

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

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

PART - III

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

No building
etc. upon
certain
places.

1. No building etc. shall be erected, set up or placed and no surface operations shall be carried on in or upon any public pleasure ground, burning or burial ground, or place held sacred by any class of persons or any house or village site, public road, or other place which the State Government may determine as public ground nor in such a manner as to injure or prejudicially affect any buildings, works, property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the State Government for works or purposes not included in the lease. The lessee/lessees shall not also interfere with any rights of way, well or tank.

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Permission
for surface
operations
etc upon
certain
place..

2. Before using for surface operations any land which has not already been used for such operations, the lessee/lessees shall give to District Magistrate & Collector of the District two calendar months previous notice in writing specifying the name or other description of the situation and the extent of the land proposed to be so used and the purposes for which the same is required and the said land shall not be so used if objection is issued by the District Magistrate & Collector within two months after the receipt by him of such notice unless the objections so stated shall on reference to the State Government be annulled or waived.

To cut trees
in unreserved
lands.

3. The lessee/lessees shall not without the express sanction of the Divisional Forest Officer cut down or injure any timber or trees on the said land but may without such sanction clear away any brushwood or undergrowths which interfere with any operations authorized by these presents. The Divisional Forest Officer or the State Government may require the lessee/lessees to pay for any trees or timber felled and utilized by him/them at the rates specified by the Divisional Forest Officer of the Division.

To enter
upon
reserved
forests

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

No mining operations within 50 metres of public works etc.

5. The lessees shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 50 meters from any railway line except with previous written permission of the Railway Administration concerned or under or beneath any ropeway or any ropeway trestle or station, except under and in accordance with the written permission of the authority owning the ropeway or from any reservoir, canal or other public works such as public roads and buildings or inhabited sites except with the previous written permission of the District Magistrate & Collector/Director or any officer authorized by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached with such permission. The said distance of 50/100/200 meters shall be measured in the case of railway reservoir or canal or other structures as the case may be, horizontally from the outer of the bank or the outer edge of the cutting as the case may be and in case of a building horizontally from the plinth thereon. In the case of village roads no working shall be carried on within a distance of 10 meters of the outer edge of the cutting except with the previous permission of the District Magistrate & Collector or any other officer duly authorized by the state Government in 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 'Railway Administration' shall have the same meaning as it is defined to have in the Indian Railway Act, 1890, by clause (6) of Section 3 of that Act, public road shall mean a road which has been constructed by artificially surfaced as distinct from a track resulting from repeated use. Village road will include any track shown in the Revenue record as village road.

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Facilities for adjoining Govt. licensees and leases.

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

Provided that no substantial hindrance or interference shall be caused by such holders of licensee or lease to the operations of the lessee/lessees under these presents and fair compensation (as may be mutually agreed upon or in the event of disagreement, as may be decided by the State Government) shall be made to the lessees by reason of exercise of this liberty.

7. The lessee shall not enter upon any land or any way injure trees, crops, huts or other property without the consent of occupier or failing such consent without the written permission of the District Magistrate & Collector and Divisional Forest Officer as the case may be.

8. The lessee shall also pay compensation for any damage, injury etc. done to the property of the occupier of the land of any other person as may be assessed by the District Magistrate & Collector and Divisional Forest Officer as the case may be.

Not to destroy/use Forest produce

9. The lessee shall not fell, cut and use any timber or trees including bamboo, canes and other forest produce now standing or which hereafter may be standing upon the Reserve Forest land without the written permission of the Divisional Forest Officer provided also that the exercise of the liberty and powers granted by the Divisional Forest Officer shall also be subject to the observance of the terms and conditions of the Indian Forest Act, 1927 and the rules framed there under.

- Rights reserved by Forest Deptt.** 10. The Forest Department reserves the exclusive rights to continue enforcement of all rules and regulations of the Forest Department and to undertake any departmental operations as are usually done in Reserve Forest, proposed reserve forest, unclassified open Govt. forest and also to entertain any such contracts for operation and movement of forest produces etc. as are usually done in the Reserve Forest, proposed reserve forest, unclassified open Govt. forest.
- Not to interfere with activities of Forest Department** 11. The lessee shall in no case interfere with the activities of the Forest Department in the Reserve Forest portion of the area for which the lease is granted as well as in the unclassified Govt. Forest portion of the area wherein forest operation takes place under authority of the Forest Department licenses issued nor shall interfere with the persons authorized by the Forest Department to carry out such works over the said area. Such operations may include operations and movement of major forest produces, minor forest produces as well as elephant hunting operation and making of roads and paths, survey and alignment, construction of building, marking of timber, inspections etc. or any other activities as are usually done by the Forest Department or by their authorized persons.
- To avoid destruction of forest growth** 12. The lessee shall organize mining works in such manner as to avoid destruction of any forest growth and wherever such destruction is considered necessary and admitted by the Forest Department, sufficient time shall be given to the Forest Department to operate and remove the Forest produce under the provisions of the licenses issued for the removal under the provisions of the licenses issued for the removal of such forest produces.
- Lessee to acquire prior permission to remove/fell out Forest produce.** 13. In the event of the lessee requiring to fell, cut or remove any forest produce in the course of mining operation with previous permission of the Divisional Forest Officer the lessee will have to pay royalty, monopoly fees and compensation at reasonable rates fixed by the Forest Department. In case where felling and removal of trees in large numbers and or over large areas are concerned, the Forest Department will have unfettered rights to deny such permission.

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

Unrestricted right of Forest Dept. to use roads. 15. (a) The Forest Department and its contractors and persons authorized by the Forest Department shall have unrestricted rights to use the roads in the Reserve Forests made by the lessee.

(b) The Forest Department reserves the rights to install check gates where control of illegal traffic and checking of forest produce become necessary. The lessee and their contractors and employees shall abide by the restrictions imposed by the Forest Department at such check gates as may be necessary in the matter of movement of their vehicles.

Decision of the Goyt. of Tripura is final 16: In the event of disputes arising between the lessee and the Divisional Forest Officer in the matter of interpretation of any of the above mentioned clauses or the restrictions put forward thereunder, the decisions of the Government of Tripura will be final.

Time limitation of mining operation and transport 17. Mining operation and transport shall be allowed only from 6.00 AM to 6.00 PM on all working days and for any change of timing prior approval of Divisional Forest Officer is necessary.

All those the mines beds/veins, seams of(here state the mineral or minerals hereinafter and in the scheduled referred to as the said minerals) situated lying and being in and/or under the lands which are referred to in part I of the said schedules, together with the liberties, Powers and privileges to be exercised or enjoyed in connection herewith which are mentioned in Part II of the said Scheduled subject to the restrictions and conditions as to the exercise and enjoyment of such liberties power and privilages which are mentioned in part III of the said schedule EXCEPT and reserving out of this demise into the State Government the liberties, powers and privileges mentioned in part IV of the said schedule TO HOLD the premises here by granted and demise upto the lessee/lessees from day20..... for the terms of Years thence next ensuing YIELGING AND PAYING therefore upto State Government the several rents and Royalties mentioned in part V of the said schedule at respective times there in specified subject to the provisions contained in part VI of the said schedule and the lessee/lessees hereby convenants with the State Government as in part VII of the said schedule is expressed and the State Government as in part VII of the said schedule as expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said scheduled is expressed.

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

The Scheduled above referred to

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PART - IV

Liberties, Powers and Privileges reserved to the State Government

To Work other minerals 1. Liberty and power for the State Government to any lessee or persons authorized by it in that behalf to enter into and upon the said lands and to search for win, work, dig, get, raise, dress, process, convert and carry away minerals other than the said minerals and any other substances and for these purposes to sink, drive, make, erect, construct, maintain and use such pits, shafts, inclines, drifts, levels and other lines, waterways, airways, water courses, drains, reservoirs, engines, machinery, plant, building, canals, tramways, railways, roadways and other works and conveniences may be deemed necessary or convenient.

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

To make
railways
roads etc.

2. Liberty and power for the State Government or any lessee or person authorized by it in that behalf to enter into and upon the said lands and to make upon, over or through the same railways, tramways, roadways, or pipelines for any such purpose other than these mentioned in Part-II of these presents and to get from the said lands, stones, gravel, earth and other materials for making, maintaining and repairing such railways, tramways or roads or any existing railways and roads and to go and repass at all times with or without horses, cattle or other animals, crafts, wagons, carriages, locomotives, or other vehicles over or along any such railways, tramways, roads, lines and other ways for all purposes and as occasions may require provided that in the exercise of such liberty and power by such other lessee or persons no substantial hindrance or interference shall be caused to or with the liberties, powers, and privileges of the lessee/lessees under these presents and that fair compensation as may be mutually agreed upon or in the event of disagreement is may be decided by the State Government shall be made to the lessee/lessees for all loss or damages substantial hindrance or interference shall be caused to or with the exercise by such lessee or persons of such liberty and power.

PART-V

Rents and Royalties Reserved by this lease

To pay dead
rent or
royalty
whichever is
greater

The lessee shall pay, for every year except the first year of the lease, yearly dead rent as specified in clause 2 of this part in respect of each mineral.

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

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Rate & mode of payment of dead rent

2. Subject to the provision of clause 1 of this part, during the subsistence of the lease, the lessee/lessees shall pay to the State Government, annual dead rent at the following rate/rates or such revised rate/rates which may be communicated in writing to the lessee/lessees by the State Government per mineral per hectare of the land demised and described in Part-I of this schedule.

Period of the mining lease	Rate of dead rent per ha per annum
1 st year	Nil
2 nd year and onwards	Rs.20,000/- ✓

Rate and mode of payment of royalty

3. Subject to the provision of clause 1 of this part, the lessee/lessees shall during the subsistence of this lease, pay to the State Government such times and in such manner as the State Government may prescribe royalty in respect of any mineral/minerals removed by him/them from the leased area at the rate for the time being notified by the Government under Tripura Minor Concession Rules, 2014.

Payment of surface rent and water rate

3. The lessee/lessees shall pay rent and water rate to the State Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents at the rate of Rs5000/- and Rs1000/- respectively, per annum per hectare of the area so occupied or used and so in proportion for any area less than one hectare during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall as far as possible restore the surface land so used to its original condition. Surface rent and water rate shall be paid as hereinbefore detailed in clause 2; PROVIDED THAT NO such rent/water rate shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right of access.

PART - VI

Provisions relating to the Rents and Royalties

- Rent and royalties to be free from deduction etc.
1. The rent, water rate and royalties mentioned in Part-V of this schedule shall be paid free from any deduction to the State Government and in such manner as the State Government may prescribe.
- Mode of computation of royalty
2. For the purpose of computing the said royalties the lessee/lessees shall keep a correct account of the mineral/minerals produced and despatched. The Account as well as the weight of the mineral/minerals in stock or the process of export may be checked by an officer authorized by the Central or State Government.
- Course of action if rents and royalties are not paid in time.
3. Should any rent, royalty or other sums due to the state government under the terms and conditions of these presents be not paid by the lessee/lessees within the prescribed time, the same may be recovered together with simple interest due thereon at the rate of 10% per annum on a certificate of such officer as may be specified by the state Government by general or special order, in the same manner as an area of land revenue.

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PART-VII

The covenants of the Lessee/Lessees

- Lessee to pay rents and royalties, taxes etc.
- To maintain and keep boundary marks in good order
- To commence operations within six months and work in a workmanlike manner
1. The lessee/lessees shall pay the rent, water rate and royalties reserved by this lease at such times and in the manner provided in Parts- V & VI of these presents and shall also pay, discharge all taxes, rents, assessments and impositions whatsoever being in the nature of public demands which shall, from time to time, be charged, assessed or imposed by the authority of the Central and State Government upon or in respect of the premises and works of the lessee/lessees in common with other premises and works of a like nature except demands for land revenue.
 2. The lessee/lessees shall at his/their own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identification.
 4. The lessee/lessees shall commence operation within six months from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for, win work and develop the said minerals without voluntary intermission in skillful and workmanlike manner in accordance with the mine plan so submitted and duly approved by the Principal Chief Conservator of Forests and as prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops, buildings, structures or other property thereon. For the purpose of this clause, operations shall include the erection of machinery, lying of a tramway or construction of a road in connection with the mine.

To indemnify Govt. against all claims

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

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

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

To strengthen and support the mine to necessary extent

6. The lessee/lessees shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government, as the case may be, any part of the mine which in its opinion required such strengthening or support for the safety of any railway, reservoir, canal, road and any other public works or structures mentioned under rule .

To allow inspection of workings

7. The lessee/lessees shall allow any officer authorized by the Central Government or the State Government in that behalf to enter upon the premises including any building, excavation, or land comprised in the lease for the purpose of inspecting, examining, surveying, prospecting and making plans thereof, sampling and collecting data and the lessee/lessees shall with proper person employed by the lessee/lessees and acquainted with the mines and works effectively assist the officer, agents, servants and workmen in

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conducting every such section and shall afford them all facilities, information connected with them, the working of mines which they may reasonably require and also shall and will conform to and observe all orders and regulations which the State Government as the result of such inspection or otherwise may from time to time deem fit to impose.

To report
accident 8. The lessee/lessees shall without delay send to the District Magistrate & Collector, the Principal Chief Conservator of Forest and the Labour Department report of any accident causing death or serious bodily injury or to property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease.

To report
discovery of
other
minerals 9. The lessee/lessees shall report to the Director of Industries and Commerce Department or the Principal Chief Conservator of Forests the discovery in the leased area of any mineral not specified in the lease within sixty days of such discovery along with full particulars of the nature and position of each such find. If any mineral not specified in the lease is discovered in the leased area, the lessee/lessees shall not win and dispose such mineral unless such mineral is included in the lease or a separate lease is obtained therefore.

To keep
records and
accounts
regarding
production
and
employment
etc. 10. The lessee/lessees shall at all time during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books of accounts which shall contain accurate entries showing from time to time:-

quality of the said mineral/minerals realized from the said lands.

ii. Quantities of the various qualities of minerals beneficiated or converted.

iii. Quantities of the various qualities of the said mine is sold and exported separately.

- iv. Quantities of the various qualities of the said mineral/minerals otherwise disposed of and the manner and purpose of such disposal.
- v. The price and all other particulars of all sales of said mineral/minerals.
- vi. The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.
- vii. Such other facts, particulars and circumstances as the State Government may from time to time require and shall also furnish free of charge to such officers and at such times as the State Government may appoint true and correct abstracts of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officer as the State Government officer as the State Government shall in that behalf appoint to enter into and have free access to the said officers for the purpose of examining and inspecting the books of accounts, plans and records and to make copies thereof and make extracts there from.

To maintain plan etc. 11. The lessee/lessees shall at all times during the said terms maintain at the mine office correct intelligible up to date and complete plans and sanctions of the mines in the said lands. They shall show all the operations and working and all the trenches, pits and drillings made by him/them in the course of operations carried on by him/them under the lease, faults and other disturbances encountered and geological data and all such plans and sections shall be amended and filled up by and from actual survey to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee/lessees shall furnish free of charge to the Central and State Governments true and correct copies of such plans and sections whenever required. Accurate records of all trenches, pits and drilling shall show:

- i. The subsoil and strata through which they pass

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ii. Any mineral encountered.

iii. Any other matter of interest and all data required by the Central and State Governments from time to time.

The lessee/lessees shall allow any officer of the Central or the State Government authorized in this behalf to inspect the same at all reasonable times. He/they shall also supply when asked for by the State Government/the Director of Geological Survey of India, the Director, Indian Bureau of Mines, Director of Industries & Commerce, Principal Chief Conservator of Forests Tripura a composite plan of the area showing thickness, dip, inclination, etc. of all the same as also the quantity of reserves quality-wise.

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

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

11(C) The lessee shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollution control devices and such other measures as may be prescribed by the Central or Tripura State Pollution Control Board or State Government from time to time at his own expenses.

i. No mining lease permit shall be granted in National Parks and Wild Life Sanctuaries.

ii. No mining lease permit shall be granted in any forest areas (PF/RF/Unclassified PF etc.) without prior approval from the Central Government under Forest Conservation Act, 1980.

iii. Irrespective of the area involved, the reclamation plan of the proposed mining area shall be approved by the Principal Chief Conservator of Forests before granting the mining lease.

iv. In case of forest areas, no construction activity will be allowed whether temporary or permanent in nature.

v. The lessee shall obtain monthly permit of the produce to excavate and transport from the Principal Chief Conservator of Forests or his authorized Officer.

vi. The date of the commencement of the period which a mining lease is granted shall be the date on which the permission under Forest (Conservation) Act, 1980 granted by the Govt. of India in case of forest land.

vii. In case of forest land, the survey, and demarcation and handing over of the area to the lessee shall be done by the Divisional Forest Officer.

viii. The Royalties in respect of lease granted shall be deposited by the lessee in forest revenue head in accordance with the existing rules.

ix. Mining operation and transport shall not be allowed during night and on all holidays. Mining operation will be allowed on working days between 6.00 AM to 6.00 PM.

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

Act. 67 of 1957

12. The lessee shall be bound by such rules as may be issued from time to time by the Government of India under Section 18 of the Mines and Minerals (Regulation and Development) Act, 1957, (Act. 67 of 1957) and shall not carry on mining or other operations under the said lease in any way other than as prescribed under these rules.

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To provide weighing machine 13. Unless specifically exempted by the state Government lessee/lessees shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to bank, sold, exported, and converted and also the converted produces and shall at the close of each day cause the total weights, ascertained by such means of the said minerals, products raised, sold, exported and converted during the previous twenty-four hours to be entered in the aforesaid books of accounts. The lessee/lessees shall permit the state Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee/lessees. The lessee/lessees shall give 15 days previous notice in writing to the State Government/District Forest Officer or Divisional Forest Officer or the District Magistrate & Collector of the district of every such measuring or weighing in order that same officer on his behalf may be present there at.

To allow test of weighing machine 13. The lessee/lessees shall allow any person or person appointed in that behalf by the State government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing, any such weighing machinery or weights shall be found incorrect or out of repair or order the State Government may require that the same be adjusted, repaired and put in order by and at the expense of the lessee/lessees and if such requisition be not complied with within fourteen days after the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted, repaired, and put in order and the expense of so doing shall be paid by the lessee/lessees to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to

14. the prejudice of the State Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.
- To pay compensation for injury of third parties 15. The lessee/lessees shall make and pay reasonable satisfaction and compensation for all damage, injury or disturbance of persons or property which may be done by or on the part of lessee/lessees in exercise of the liberties and powers granted by these presents and shall at all times save harmless and keep indemnified the State Government from and against all suits, claims and demands which may be brought or made by any person or persons in respect of any such damage, injury or disturbance.
- Not to obstruct working of other minerals 16. The lessee/lessees will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working within the said lands of any mineral not included in this lease and shall at all times afford to the Central and State Government and to the holder of quarry leases in respect of any such minerals or any minerals within any land adjacent to the said alludes as the case may be reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working, developing and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage or injury which he/they may sustain by reason or in consequence of the use of such passage by such lessees.
- Transfer of lease 17.(1) The lessee/lessees shall not, without the previous consent in writing of the Principal Chief Conservator of Forests or Chief Conservator of Forests.

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- a. assign, sublet, mortgage or in any other manner transfer the quarry lease, or any right, little or interest thereon; or
- b. enter into or make any arrangement, contract or understanding whereby the lessee/lessees will or may be directly or indirectly financed to a substantial extent by or under which the lessee's operations or undertakings will or may substantially be controlled by any person or body of persons other than the lessee/lessees.

PROVIDED THAT the Principal Chief Conservator of Forests or the Chief Conservator of Forests shall not give its written consent unless -

- a. The lessee has furnished an affidavit along with his application for transfer of the quarry lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee.
- b. The transfer of the quarry lease is to be made to a person or body directly undertaking mining operations.

(2) The lessee/lessees shall make available to the transferee the original or certified copies of all plans of abandoned workings in the area and in a belt 65 mts. wide surrounding it.

(3) The Principal Chief Conservator of Forests or the Chief Conservator of Forests may by order in writing, determine the lease at any time if the lessee/lessees has/have in the opinion of the Principal Chief Conservator of Forests or Chief Conservator of Forest committed a breach of any of the above provisions.

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

Not to be
financed or
controlled by
a trust
corporation
firm or
person

18. The lease shall not be controlled and the lessee/lessees shall not allow themselves to be controlled by any trust, syndicate, Corporation, Firm or person except with the written consent of the state Government. The lessee/lessees shall not enter into make any arrangement compact or understanding whereby the lessee/lessees will or may be directly or indirectly financed by or under which the lessee/lessees operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, syndicate, Corporation, Firm or person unless with the written sanction given prior to such arrangement, compact or understanding being entered into or made of the State Government and any or every such arrangement compact or understanding as aforesaid (enter into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto on the occasion of a State of Emergency of which the President of India in his discretion shall be the sole judge it shall be terminable if so required in writing by the state Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee/lessees accordingly.

Lessee shall
deposit any
additional
amount
necessary

19. Whenever the security deposit of Rs.10,000.00 or any part thereof or any further sum thereafter deposited with the State Government in replenishment thereof shall be forfeited or supplied by the State Government pursuant to the power hereafter declared in that behalf, the lessee/lessees shall deposit with the State Government such further sum as may be sufficient with the un-appropriate part thereof to being the amount in deposit with the state Government up to the sum of Rs.10,000.00

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1149
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Delivery of working in good order to State Govt. after determination of lease.

20. The lessee/lessees shall at the expiration or sooner determination of the said or any renewal thereof, deliver up to the State Government all mine, pits, shafts, inclines, drifts, levels, waterways and airways and other works now existing or hereinafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machinery set up by the lessee/lessees below ground which cannot be removed without causing injury to the Mines or works under the forest lands (except such of the same as may with the sanction if the State Government have become disused) and all buildings and structures of bricks or stone erected by the lessee/lessees above ground level in good repair, order and condition and fit in all respects for further working of the said mines and the said mineral.

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

(b) Should the right of pre-emption conferred by this present provision be exercised and vessel or vehicle chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of place of loading the lessee/lessees shall pay the amount due for demurrage according to the terms of the charter party of such vessel or vehicle unless the State Government shall be satisfied that the delay is due to cause beyond the control of the lessee/lessees.

(c). The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption provided that in order to assist in arriving at the said market price the lessee/lessees shall, if so required, furnish to the State Government for the confidential information, particulars of the quantities, descriptions and prices of the said mineral or products thereof sold to other customers and of charters entered into for weight for carriage of the same and shall produce to such officer or officers as may be directed by the State Government original or authenticated copies of contracts and charter parties entered into for the sale of freightage of such minerals or products.

(d). In the event of the existence of a State or war or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof), the State Government, shall from time to time and all times during the said term have the right (to be exercised by a notice in writing to the lessee/lessees) forthwith take possession and control of the plant, machinery and premises of the lessee/lessees on or in connection with the said lands or operations under this lease and during such possession or control the lessee/lessees shall conform to and obey all directions given by or on behalf of the State Government regarding the use or employment of such works, plants, premises and minerals provided that fair compensation which shall be determined in default of agreement by the State Government, shall be paid to the lessee/lessees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the power conferred by this clause and PROVIDED ALSO that exercise of such powers shall not determine the said term hereby granted or effect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

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

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3+1

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Recovery of expenses incurred by the State Govt.

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

Furnishing of geological data

24. The lessee/lessees shall furnish:

a. All geophysical data relating to mining fields or engineering and ground water surveys, such as anomaly maps, sections, plots, logging collected by him/them, and if any during the course of mining operation to the Director General, Geological Survey of India and the Principal Chief Conservator of Forests, Tripura.

b. All information pertaining to investigations of radio active minerals collected by him/them during the course of mining operations to the Secretary, Deptt. of Atomic Energy, New Delhi, and to the Principal Chief Conservator of Forests, Tripura.

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

To store low grade ore for beneficiation

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

26.. The lessee shall attain the undermentioned phased targets of production and in the event of his default (except for cause beyond the lessee's control of which the lessor shall be the sole judge) and failure to make up any deficit in production after being called upon to do so within a specified time the Lessor shall be entitled to determine the lease forthwith.

Production in tonnes

- 1) First year
- 2) 2nd year

PART - VIII

The covenants of the State Government

- Lessee/lessee
s to hold and
enjoy rights
quietly
1. The lessee/lessees paying the rents, water 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 promises hereby demised for and during the terms hereby granted without any unlawful interruption from or the State Government or any person rightfully claiming under it.

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Requisition
on of land of
third parties
and
compensatio
n thereof.

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

To renew
quarry lease

3. The quarry lease shall be renewable for three periods each not exceeding the period specified in the original lease maximum to twenty years:

Provided that the Principal Chief Conservator of Forests or the Chief Conservator of Forests may for reasons to be recorded in writing reduce the area applied for, or refuse to grant such renewal or renewals.

If the lessee/lessees be desirous of taking a renewed lease of the premises hereby demised or of any part of parts of them for further term from the expiration of the term hereby granted and is, otherwise eligible, he/they shall prior to the expiration of last mentioned term given to the State Government three calendar months previous notice in writing and shall pay the rents, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and the part of the lessee/lessees to be observed and performed up to the expiration of the term hereby granted. The State Government on receipt of application for renewal shall consider it in accordance with rule 28 of the said rules and shall pass orders as it deems

fit. If renewal is granted, the State Government will at the dispense of the lessee/lessees and upon his executing and delivering to the state Government, if required, a counterpart thereof execute and deliver to the lessee/lessees a renewed lease of the said premises or part thereof for the further term of five years at such rents, rates and royalties and on such terms and subject to such covenants and agreements, including this present covenant to renew as shall be in accordance with the Tripura Minor Mineral Concession Rules, 2013 applicable to(name of mineral) on the day next following the expiration of the term hereby granted.

Liberty to determine the lease.

4. (A) The lessee/lessees may at any time determine this lease by giving not less than six calendar months notice in writing to the State Government or to such officer or authority as the State Government may specify in this behalf and upon the expiration of such notice provided that the lessee/lessees shall upon such expiration render and pay all rents, water rates, royalties, compensation for damages and other moneys which may then be due and payable under these presents to lessor or any other person or persons and shall deliver these presents to the State Government then this lease and the said term and the liberties, power and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the lessor in respect of any breach or any of the covenants or agreements contained in these presents.

(B) The Principal Chief Conservator of Forests or the Chief Conservator of Forests may on an application made by the lessee permit him to surrender one or more mineral from his lease which is for a group of minerals on the ground that deposits of that mineral have since exhausted or depleted to such an extent that it is no longer possible to work the mineral economically subject to the condition that the lessee-

i. Makes an application for such surrender of mineral at least six months before the intended date of surrender, and

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ii. Gives an undertaking that he will not cause any hindrance in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that mineral.

Refund of security deposits.

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

PART - IX

GENERAL PROVISION

Obstructions to inspection.

1. In case the lessee/lessees or his/their transferee/assignee does/do not allow entry for inspection by the officers authorized by the Central or State Government under clause (i), (j) or (l) of sub rule (1) rule 16 of 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.

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

2. If the lessee/lessees or his/their transferee or assignee makes/make any default in payment of rent or water rate or royalty as required by Section 27 of the rule or commits a breach of any of the conditions and covenants other than those referred to in covenant (1) above the State Government shall give notice to the lessee/lessees requiring him/them to pay the rent, water rate, royalty or remedy the breach, as the case may be, within sixty days from the date of receipt of the notice and if the rent, water rate and royalty are not paid or the breach is not remedied within such period, the State Government may without prejudice to any proceedings that may be taken against him/them, determine the lease and forfeit the whole or part of the security deposit.

Penalty for repeated breaches of covenants

3. In cases of repeated breach of covenants and agreements by the lessee/lessees for which notice has been given by the State Government in accordance with clause (1) and (2) aforementioned on earlier occasion, the State Government without giving any further notice, may impose such penalty not exceeding twice the amount of the annual dead rent specified in clause 2, Part V.

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

5. Failure on the part of the lessee/lessees to fulfill any of the terms and conditions of this lease shall not give the Central or State Government any claim against the lessee/lessees or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force Majeure, and if through 'Force Majeure' the fulfilment by the lessee/lessees of any of the terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed by this lease. In this clause of expression 'Force Majeure' means Act of God, War, insurrection, riot, civil commotion, strike, earth Quake, tide, storm, tidal wave, flood, lightning explosion, fire, earthquake and any other happening which the lessee/lessees could not reasonably prevent or control.

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Lessee/Lessee 5. The lessee/lessees having first paid and discharged rents, rates and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term or within six calendar month is thereafter (unless the lease shall be determined under clause 1 and 2 of this Part and in that case at any time not less than three calendar months not more than six calendar months after such determination) take down and remove for his/their own benefit all or any engines, machinery, plant, buildings, structures, tramways, railways, and other works, erections, and conveniences which may have been erected, set up, or placed by the lessee/lessees in or upon the said lands and which the lessee/lessees is/are not bound to deliver to the State Government under clause 20 part VII of this schedule and which the State Government shall not desire to purchase.

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

7. Every notice by these present required to be given to the lessee/lessees shall be given in writing to such person resident on the said lands as the lessee/lessees may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee/lessees at the address recorded in the lease or at such other address in India as the lessee/lessees may, from time to time, in

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8. writing to the State Government designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the lessee/lessees and shall not questioned or challenged by him.

9. If in any event the order of the Principal Chief Conservator of Forests or the Chief Conservator of Forests or the State Government are revised or reviewed in pursuance or proceedings under Chapter IV of the Tripura Minor Mineral Concession Rules, 2014, the lessee/lessees shall not be entitled to compensation for any loss sustained by the lessee/lessees in exercise of the powers and privileges conferred upon him/them by these presents.

10. The lease is executed at (name of the city) in the State of Tripura and subject to the provision of Article 226 of the Constitution of India, it is hereby agreed upon by the lessee and the Lessor that in the event of any dispute in relation of the area of lease, the dues realizable under the lease and in respect of all matters touching the relationship of the lessee and the Lessor the suits (or appeals) shall be filed in the civil courts (at ---name of the city) and it is hereby expressly agreed that neither party shall be competent to file a suit or bring any action or file any petition at any place other than the courts named above at

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

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2. When the transferors are more than one individual:-

_____ (name of the
person with address and occupation) and

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

3. When the transferor is a registered firm:-

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

4. When the transferor is registered company:-

_____ (name of the
company) a company registered under _____ (Act under which
incorporated) and having its registered office at _____

_____ (address) (hereinafter referred to as the
"Transferor" which expression shall where the context so admits be deemed to include its
successors and permitted assigns).

OF THE FIRST PART: AND

1. When the transferee is an individual:-

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

2. When the transferees are more than one individual:

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

3. When the transferee is a registered firm:-

_____ (name and address of all
the partners) all carrying on business in partnership under the firm name and style of
_____ (name of the firm) registered under the Indian
Partnership Act, 1932 and having their registered office at

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_____ (hereinafter referred to as the "Transferee" which expression shall where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns)

4. When the transferee is registered company:-

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

OF THE SECOND PART: AND

The Governor of Tripura (hereinafter referred to as the "State Government" which expression shall where the context so admits be deemed to include the successors and assigns) OF THE THIRD PART.

WHEREAS BY virtue of an indenture of lease dated the _____ and registered as No. _____ on _____ (date) at _____ (office and place)(hereinafter referred to as lease) the original whereof is attached hereto entered into between the State Government (therein called the Lessor) and the transferor (therein called the lessee), the transferor is entitled to search for, win and work the mines and minerals in respect of _____ (name of the minor mineral/minerals) in the lands described in the schedule thereto and also in Schedule annexed hereto or the term and subject to the payment of the rents and royalties and observance and performance of the lessee's covenant and conditions in the said deed of lease reserved and contained including a covenant not to assign the lease or any interest there under without the previous sanction of the State Government.

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

NOW THIS DEED WITNESSETH AS FOLLOWS:-

- 1) (1) In consideration of Rs.500 paid by the transferee to the transferor, the receipt of which the transferor hereby acknowledges, the transferor hereby conveys, assigns and transfers up to the transferee all the rights and obligations under the said lease and to hold the same unto the transferee with effect from _____ for the unexpired of the said lease.
- 2) (2) The transferee hereby agrees with the State Government that from and after the transfer and assignment of the lease the transferee shall be bound by, and be liable to perform, observe and conform and be subject to all the provisions and conditions contained in the said lease in the same manner in all respects as if the lease had been granted to the transferee as the lessee there under and he had originally executed it as such.
- 3) (3) It is further hereby agreed and declared by the transferor the one part and transferee of the other part that:-
 - i. The transferor and the transferee declare that they have ensured that the mineral rights over the area for which the quarry lease is being transferred vest in the State Government.
 - ii. The transferor hereby declares that he has not assigned, subject, mortgaged or in any other manner transferred the quarry lease now being transferred and that no other person or persons has any right, title or interest where under in the present quarry lease being transferred.

- iii. The transferor further declares that he has not entered into or made any agreement, contract, or understanding whereby he had been or is being directly or indirectly finance to a substantial extent by or under which the transferor's operation or understandings were or are being substantially controlled by any person or body of persons other than the transferor.
- iv. The transferor further declares that he has furnished an affidavit along with his application for transfer of the present quarry lease specifying therein the amount that he has already taken/proposes to take as consideration from the transferee.
- v. The transferee further declares that he is financially capable of and will directly undertake mining operations.
- vi. The transferor has supplied to the transferee the original or certified copies of all plans of abandoned workings in area and in a belt of 50 meters wide surrounding it.
- vii. The transferor has paid all the rents, royalties, and other dues towards Government till this date, in respect of this lease.

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

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SCHEDULE - I

Location and area of the lease:-

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

On the North by:

On the South by:

On the East by:

On the West by:

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

1.

2.

Signature of transferor in presence of
witnesses -1.

2.

Signature of transferee in presence of -

1.

2.

FROM - H
MONTHLY RETURN OF MINOR MINERAL/MINERALS RAISED

{See Rule 41(3)}

- 1) Name of the lessee with address :
- 2) Location of the lease hold
 - a) Village -
 - b) Mouza -
 - c) Sub-Division -
 - d) District -
- 3) Area of the lease holds -
- 4) Return for the month

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BY HAND

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Signature of the lessee or his authorized Agent/Manager with official seal

The monthly return is to be submitted by the 10th day of each month for the month preceding it to the Director of Industries & Commerce, Government of Tripura.

Area in hectares / Qnty.(in tonnes) / Value (in Rs.)

Name of the minor mineral	Area of the lease hold being worked (in hectares)	Opening stock as on the first day of the month	Mineral raised during the month	Pits month value	Mineral dispatched during the month				Total dispatch during the month		Closing stock at the end of the month (in tonnes)	Mandays worked	Man Power employed	Remarks
					By rail		By road		Qty.	Value				
					Qty.	Value	Qty.	Value						
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.

FORM - I

QUARTERLY ROYALTY STATEMENT

(To be submitted on or before 15th July, 15th October, 15th January and 15th April for the preceding quarter)

1) Return for the quarter ending :

2) Name of the lease with address :

3) Name of the lease-hold with address :

4) Area of the lease-hold :

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

Signature of lessee or his Authorized Agent/Manager

FORM - J

ANNUAL RETURN OF MINOR MINERALS RAISED, DESPATCHED, ROYALTY PAID, MANPOWER EMPLOYED, ETC.

(To be submitted by 20th day of April of each year for the proceeding financial year)

Annual return for the year :

Name of the lease with address:

Name of the lease-hold with address:

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

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

Signature of lessee or his authorized Agent/Manager

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FORM - K

NOTICE OF OPENING, CLOSING, OR CHANGE, ETC

(Sub-Rule (2) of Rule 16)

Date _____

To

The PRINCIPAL CHIEF CONSERVATOR OF FORESTS, Tripura
Agartala - 799 006

The District Magistrate & Collector

..... District

Sir,

I have to furnish the following particulars in respect of
_____ (Name of mine/lease-hold) belonging to
_____ (Name of lessee/owner).

1. *In case of a new mine :-

Village _____ Mouza _____ SubDivision _____ Po
st Office _____ Police Station _____ District _____
Location with respect to major road or railway station _____

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

Old name of mine _____

Date of change _____

New name of Mine _____

3. *Name and postal address of :-

a) Lessee/Owner :

b) Authorized agent, if any :

c) Manager, if any :

* (d) In case of change, date of change:

4. (a) Name and qualification of Manager whose appointment is terminated/who is appointed.

(b) Date of appointment/termination of appointment:

5. Date on which it is intended to:

Open/re-open/abandon/discontinue the mine.

6. Actual date of opening /re-opening/abandonment/discontinuance of the mine:-
7. Name of the mineral/minerals to be worked:
- 8 (a) Maximum depth of open cast excavation measured from its highest to its lowest point:
(b) Date when depth first reached Six meters:
9. Number of person employed in the mine:
- 10 (a) Date when explosive were used first:
(b) Amount and type of explosives used in connection with mining operations:

Yours faithfully,

Signature with Official seal of Lessee/Agent/Manager

*To be deleted if not applicable.

Handwritten: 22/9/14
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FORM - L

(See Rule 29)

FORM OF PERMIT FOR MINOR MINERALS TO BE ISSUED

UNDER THE TRIPURA MINOR MINERAL CONCESSION RULES, 2014

Permit No. _____ of 20--

Date of issue _____

Name and address of the permit holder _____

Name of locality village, plot No. etc.	Date of expiry of the permit	Name & description of minor mineral	Purpose for which it will be used	Quantity of minor mineral to be removed	Rate of royalty	Total amount paid
1.	2.	3.	4.	5.	6.	7.

Competent Authority

Seal

Conditions

- 1) Minor mineral shall have to be removed within the prescribed time limit.
- 2) Quarrying is not allowed beyond the depth of 3 metres (10 ft) from the surface, permit holders shall have to obtain the approval of the competent authority for digging below three metres from the surface.
- 3) Compensation, if any shall have to be paid for damage to the land covered by the permit.
- 4) Felling of trees is not allowed without prior permission of the Competent Authority.
- 5) Surface operation shall not be done on any public prohibited and restricted place.
- 6) Every type of accident shall be reported to the Competent Authority immediately.
- 7) The party shall be liable to indemnify the claims of the third parties. State Government shall not be responsible for such claims in any way.
- 8) The minerals left after cancellation of the permit shall be forfeited to Government and the same shall be deemed to be Government property.
- 9) No excess quantity of minerals beyond this permit shall be removed without obtaining prior permit; otherwise the permit holder shall be liable for action under Rule of the Tripura Minor Mineral Concession Rules, 2014.
- 10) Proper account for the extraction and removal shall be maintained in the prescribed form and a monthly return shall be submitted within the month following.
- 11) Pacca Challans in the prescribed form shall have to be issued for the minerals to be dispatched or sold from the area.

FORM - M

(See Rule 30)

FORM OF APPLICATION FOR MINING PERMIT

No. _____

Date _____

To _____

Sir,

I/We request that a mining permit under the Tripura Minor Minerals Concession Rules 2014 be granted to me/us.

A sum of rupees two thousand being the fee in respect of this application is deposited (copy of Challans in original enclosed).

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The following particulars are enclosed:

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

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

Applicants' name and address:

Yours faithfully,

Signature of the Applicant

FORM - 'N'

APPLICATION FOR REVISION

(Rule - 33)

(To be submitted in duplicate)

To

Sir,

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

- 1) Name and address of individual(s) :
Firm or company applying for revision.
- 2) Profession of applicant
- 3) No. and date of order of the Principal Chief Conservator of Forests/ Authorized Officer Tripura against Which the revision application has been filed.
- 4) Mineral or minerals for which the

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Revision application is filed :

5) Details of the area in respect of which the

Revision application is filed.

District	Sub-Division	Block	Mouza	Village	Plot No.	Area

6) Whether application fee of Rs.100/- has been :

Deposited in the Government Treasury? If so,
Treasury receipt in original should be attached.

7) Whether the revision application has been filed:

within two months of the date of communication
of the order passed by the Authorized Officer?

If not, the reasons for not presenting it within:
the prescribed limit may be stated.

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- 8) Name and complete address of the party/parties impleaded:
- 9) Number of copies of petition added:
- 10) Ground for revision.

Yours faithfully,

Area	Plot No.	Village	Mouza	Block	Sub-Division	District
Signature and designation of the applicant.						
Place _____						

Date _____

- 1) Name and complete address of the party/parties impleaded.
- 2) Profession of applicant.
- 3) No. and date of order of the Principal Officer, Government of Tripura against which the revision application is filed.
- 4) Mineral or minerals for which...

FORM - O

(See Rule 41)

FORM OF CHALLAN FOR TRANSPORT OF MINOR MINERAL

No. _____

Date _____

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

Signature of the lessee/permit-holder.

Seal of Competent Officer.

Printed at the Tripura Government Press, Agartala.

9/13/31
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