



सत्यमेव जयते

The Mizoram Gazette

EXTRA ORDINARY

Published by Authority

M.R. - NE/907/98

- XXVIII Aizawl, Thursday, 22.6.2000 Asadha 1, S.E. 1922, Issue No. 196

NOTIFICATION

19011/44/92-IND : Dated Aizawl, the 19th June, 1999 : In exercise of Power conferred by section (1) section 15 of the Mines and Minerals (Regulation and Development) Act, 1957 (Act of 1957) the Governor of Mizoram hereby pleased to make the following rules regarding the grant of mining leases and other concession in respect of minor minerals in the Mizoram and for the purpose connected therewith namely :-

CHAPTER - 1

PRELIMINARY

SHORT TITLE, EXTENT AND COMMENCEMENT.

- (1) These rules may be called the Mizoram Minor Mineral Concession Rules, 2000.
- (2) They shall extent to the whole of Mizoram.
- (3) They shall come into force on the date of their publication in the official Gazette.

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) "Competent Authority" means the Head of Geology and Mining Wing or any other Authority specified by him or by any other notifications of the Government;
- (c) "Dead Rent" means a rent payable for every year of the lease of the Minor Mine. The date of commencement of the year will be the date of execution of the lease deed;
- (d) "Form" means a set of forms appended to these rules;
- (e) "Government" means the State Government of Mizoram;
- (f) "Mining" means an activity to extract minor minerals by surface quarrying or by underground methods, by scrapping, digging, picking, boring or by any other means;
- (g) "Mining lease" means a lease granted to mine, quarry, bore, dig or search for the purpose of win, work and carry away any minor mineral specified therein;
- (h) "Mining permit" means a permit granted for extraction and removal of specified quantity of any minor mineral from a specified area;
- (i) "Minor mineral" means a minor mineral as defined in clause (e) of section 3 of the Act;
- (j) "Public work" means public roads, public buildings, reservoirs, irrigation, canals, village paths, tanks etc;
- (k) "Schedule" means a Schedule appended to these rules;
- (l) "Section" means a section of the Act;
- (m) Words and expressions used not defined in these rules but defined in the Act shall have the same meanings as are respectively assigned to them in the Act.

CHAPTER-II

GENERAL RESTRICTIONS ON UNDERTAKING MINING OPERATIONS.

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.

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 and who is not a bonafide resident of Mizoram except with the previous approval of the Government.
- (2) No mining lease/permit shall be granted in respect of any land notified by the State Government as reserved for the use of the Government, local authorities or for any other public or for special purposes such as within the vicinity of National Highway except with the previous approval of the State Government.
- (3) No mining lease/permit shall be granted in reserved and protected forest areas without clearance from the Forest Department represented by the concerned Divisional Forest Officer:

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

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

CHAPTER-III

GRANT OF MINING LEASE.

5. POWER TO GRANT MINING LEASE.

A mining lease shall be granted by the Competent Authority or any other officer authorised by him on his behalf in respect of the minor minerals and its uses specified in the First Schedule.

6. APPLICATION FOR GRANT OF MINING LEASE.

(1) An application for grant of a mining lease shall be made to the Competent Authority or his authorised agents in respect of minor minerals in FORM-A.

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

(a) a fee of two hundred rupees;

(b) a valid clearance certificate on payment of mining dues such as royalty, dead rent, surface rent, etc. payable under the Act or the rules made there under from the Competent Authority or his authorised agent:

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

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

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

(c) a deposit of five hundred rupees for meeting the preliminary expenses in connection with the grant of mining lease.

(3) The Competent Authority or his authorised agents may, for reasons to be recorded in writing, relax the provisions of clause (b) of sub-rule (2).

7. ACKNOWLEDGEMENT OF APPLICATION.

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

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

(3) The receipt of every such application shall be acknowledged in FORM-C and be registered in Form-D.

8. DISPOSAL OF APPLICATION FOR MINING LEASE.

- (1) An application for the grant of a mining lease shall be disposed of within six months from the date of its receipt after making such inquiries as the Competent Authority may deem fit.²
- (2) If an application is not disposed of within the period specified in sub-rule (1), it shall be deemed to have been refused.

9. RENEWAL OF MINING LEASE.

- (1) An application for the renewal of mining lease shall be made to the Competent Authority or his authorised agent in Form-B before ninety days of the date of expiry of the existing lease.
- (2) An application for renewal of mining lease shall be disposed of before the expiry of the existing lease period, after making such inquiries as the Competent Authority may deem fit.
- (3) If an application is not disposed of within the period specified in sub-rule (2), it shall be deemed to have been refused.

10. REFUSAL OF APPLICATION FOR GRANT OF RENEWAL OF MINING LEASE.

The Competent Authority or his authorised agents may, for reasons to be recorded in writing, refuse to grant or renew a mining lease over the whole or part of the area applied for.

11. REFUND AND FORFEITURE, ETC.

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

12. PERIOD OF MINING LEASE AND RENEWAL.

- (1) The period for which a Mining Lease be granted or renewed shall not ordinarily be more than five years but if the Competent Authority 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 period exceeding five years with the prior approval of the State Government.
- (2) A mining lease may be renewed for two periods each not exceeding the period for which the lease was originally granted.

- (3) Notwithstanding anything contained in sub-rule (2), if the Competent Authority is of the opinion that in the interest of mineral development is necessary to do, he may, for reasons to be recorded in writing, renew a mining lease for a further period or periods not exceeding in each case the period for which the lease was originally granted.

13. SUBMISSION OF MINING PLAN.

When a mining lease is granted under these rules, the lessee shall submit a mining plan to scale, to the Geology & Mining Wing and get it duly approved by the Competent Authority for the lease area so granted prior to the execution of the lease deed under rule 18. The Mining Plan shall contain-

- (a) the plan of the area showing as accurately as possible the location, boundaries and area of the land in respect of which mining lease has been granted, natural water sources, forest areas, assessment of impact of mining activity on forest, land surface and environment including air and water pollution;
- (b) the plan of the area showing spot or spots where the excavation is to be done in the first year and its extent; a tentative scheme of mining year-wise for the subsequent years of the lease;
- (c) the extent of manual mining or mining by use of machinery and mechanical devices;
- (d) the details of scheme for restoration of the areas by afforestation, land reclamation, use of pollution control, devices and such other measures as may be directed by the Competent Authority from time to time; and
- (e) any other matter which the Competent Authority may require the applicant to provide in the mining plan.

14. MINING OPERATIONS TO BE IN ACCORDANCE WITH MINING PLAN.

- (1) Mining operations shall be undertaken in accordance with the duly approved mining plan referred to in rule 13.
- (2) A Mining Plan may be modified with the prior approval of the Competent Authority during the operation of a mining lease.

15. MINOR MINERAL WHICH DOES NOT DEMAND MINING PLAN.

Mining Plan under 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 which are granted for a period not exceeding six months. However, a site plan showing the area proposed for extraction of the minor mineral should be submitted.

CONDITIONS OF MINING LEASE.

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

- (a) The lessee shall pay royalty on the minor mineral/minerals extracted by him from the lease area at the rates specified in the Second Schedule at such times and in such manners as the Competent Authority may prescribe.
- (b) The lessee shall submit to the Competent Authority or his authorised agent a quarterly royalty statement in Form-I by the 15th April, 15th July, 15th October, 15th January for the preceding quarters ending on 31st March, 30th June, 30th September and 31st December respectively.
- (c) The lessee shall report to the Competent Authority the discovery in the leased area of any minerals not specified in the lease, within thirty days of such discovery.
- (d) If any mineral not specified in the lease is discovered in the leased area, the lessee shall not win and dispose of such minerals unless such mineral is included in the lease or a separate lease is obtained therefor.
- (e) The lessee shall pay, for every year except the first year of the lease, such yearly dead rent at the rates specified in the Third Schedule, and if the lease permits the working of more than one mineral in the same area, the Government shall not charge separate dead rent in respect of each mineral.
- (f) The lessee shall also pay, for the surface area used by him for the purpose of mining operations, surface rent at such rate not exceeding the land revenue, as may be specified by the State Government in the lease.
- (g) The lessee shall not employ, in connection with the mining operations, any person who is not an Indian National, except with the previous approval of the Central Government.
- (h) Unless the Competent Authority or his authorised agent for sufficient cause permits otherwise, the lessee shall commence mining operation within six months from the date of execution of the lease and shall thereafter conduct such operations in a proper skilful and workman-like manner and shall not work it in such a manner as may prove dangerous to human life or cattle or other livestock.

EXPLANATION:

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

- (6) If the lessee does not allow entry for inspection under clause (k) of sub-rule (1), the State Government or the Competent Authority 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 terminated and his security deposit forfeited; and if the lessee fails to show cause within the aforesaid time to Government or the Competent Authority as the case may be, may terminate, 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 clauses (a), (e) or (f) of sub-rule (1) or commits a breach of any of the conditions other than those referred to in sub-rule (6), the Competent Authority shall give notice to the lessee requiring him to pay the royalty or remedy the breach, as the case may be within thirty days from the date of the receipt of the notice and if the royalty or dead rent or surface rent is not paid or the breach is not remedied within such period the Competent Authority may, without prejudice to any proceeding that may be taken against him, determine the lease and forfeit the whole part of the security deposit.

17. PREFERENTIAL RIGHTS OF CERTAIN PERSONS FOR MINING LEASE.

(1) Whenever more than one application are received for grant of a mining lease, the Competent Authority or his authorised agents shall dispose of the applications in order of preference specified below :

- (a) applications of Government Department, Government Corporations and Government companies;
- (b) application of Labour Contract Co-operative Societies.
- (c) Other applications;

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

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

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

- (a) any special knowledge of or experience in mining or quarrying in operations possessed by the applicant;
- (b) the financial resources stability of the applicant;
- (c) the nature and quality of technical staff employed or to be employed by the applicant;
- (d) the end use of the mineral by the applicant;
- (e) such other matters as may be prescribed.

19

20.

21.

to
to
ed
the

MAXIMUM AREA FOR WHICH MINING LEASE MAY BE GRANTED

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

18. LEASE TO BE EXECUTED WITHIN THREE MONTHS.

- (1) Where on an application for the grant of mining lease, an order has been made for the grant of such lease, and thereafter a mining plan duly approved by the Competent Authority is submitted to the competent authority, a lease deed in Form-F or in a Form as near thereto as circumstances of each case may require shall be executed within three months of the order 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 competent Authority or his authorised agents may revoke the order granting the lease and in that event, the application fee shall be forfeited to the State Government.
- (2) The date of the commencement of the period which a mining lease is granted shall be the date on which the deed is executed under sub-rule (1).

19. SECURITY DEPOSIT

An applicant for a mining lease shall, before the deed referred to in rule 18 is executed, deposit as security for the due observance of the terms and conditions of the lease, a sum of two thousand rupees by way of Deposit Call Receipt deposit into any recognised bank duly pledged in favour of the Competent Authority.

20. SURVEY OF THE LEASED AREA.

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

21. RIGHTS OF LESSEE.

Subject to the conditions mentioned in rule 14, the lessee in accordance with the lease deed executed under rule 18 in respect of the land leased to him shall have the right for the purpose of mining/quarrying operations on that land to mine/quarry to erect plant and machinery to construct buildings and roads to use land for stocking purpose; to use water, sell or dispose of the minor mineral/minerals specified in the lease deed.

3
f
is
nd
me
a
me
ters
the
ig in
loyed

Authority or with a period of six months, whichever is earlier.

22. **MAXIMUM AREA FOR WHICH MINING LEASE MAY BE GRANTED.**

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

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

23. **LENGTH AND BREADTH OF AREA LEASED.**

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

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

24. **BOUNDARIES BELOW THE SURFACE.**

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

25. **LAPSING OF LEASES.**

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

(2) Where a lessee is unable to commence the mining operation within a period of six months from the date of execution of the lease deed, or discontinues mining operations for a period exceeding six months for reasons beyond his control, he may submit an application to the Competent Authority explaining the reasons for the same, at least two months before the expiry of such period.

(3) Every application under sub-rule (2) shall be accompanied by a fee of one hundred rupees.

(4) The Competent Authority may, on receipt of an applicant made under sub-rule (2) and on being satisfied about the adequacy and genuineness of the reasons of 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 of installation of machinery; or
- (d) getting financial assistance from banks, or any financial institutions; and the lessee is able to furnish documentary evidence in support of his application, the Competent Authority may consider whether they are sufficient reasons and/or beyond control of lessee for the non-commencement of operations.

26. REGISTRATION OF MINING LEASE.

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

27. RIGHT TO TERMINATE LEASE.

- (1) The Competent Authority may at any time terminate 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 terminate the lease granted to him at any time giving not less than six months notice in writing to the Competent Authority after paying all outstanding dues to the State Government.

28. ROYALTIES IN RESPECT OF LEASES

- (1) The holder of a mining lease granted the commencement of these rules shall, notwithstanding anything contained in the instrument of lease or in any law in force at such commencement, pay royalty in respect of any minor mineral removed or consumed by him or by his agents, contractors or sub-lessee from the lease hold area after such commencement at rates for the time being specified in the Second Schedule to these rules in respect of that Minor Mineral.
- (2) The holder of a mining lease granted on or after the commencement of these rules shall pay royalty in respect of any minor mineral removed or consumed by him, or by his agent, contractor or sub-lessee from the leased area at the rate for the time being specified in the Second Schedule in respect of that Mineral
- (3) The State Government may, by notification in the official Gazette, amend the Second Schedule so as to enhance or reduce the rate at which royalty shall be payable in respect of any minor mineral with effect from such date as may be specified in the notification:

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

EXPLANATION:

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

CHAPTER-IV
TRANSFER OF MINING LEASE

29. TRANSFER OF MINING LEASE.

(1) The lessee shall not, without the previous consent of the Competent Authority:

(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 Competent Authority shall not give his written consent unless-

(i) the lessee has furnished an affidavit alongwith his application for transfer of the mining lease specifying therein the amount that he has already taken or purposes to take as consideration from the transferee;

(ii) the transfer of the mining lease is to be made to a person or body of persons directly undertaking the mining operation;

(iii) the transfer or and transferee produce varied clearance certificate of payment of mining dues such as royalty, dead rent, surface rent, cess, etc.

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

30. TRANSFER OF LEASE TO BE EXECUTED WITHIN THREE MONTHS:

Whereon an application for transfer of a mining lease under rule 29, the Competent Authority has given consent three months of the date of consent, or within such further period as the Competent Authority may allow in this behalf.

CHAPTER-V

MINING PERMIT

31. GRANT OF MINING PERMIT.

- (1) On an application made to him, the Competent Authority may grant a mining permit in Form-L to any person to extract and remove from any specified land any minor not exceeding three thousand cubic metres in quantity under any one permit on prepayment of royalty at the rates specified in Second Schedule. Before granting such permit, the Competent Authority shall satisfy himself that the requirement of the permit is genuine and that it does not obviate the necessity of obtaining a mining lease in the area in respect of which the permit for extraction of the mineral has been applied for.
- (2) The Competent Authority may refer the issue of such permits for reasons to be recorded by him in writing.

32. APPLICATION FOR MINING PERMITS.

- (1) An application for mining shall be made in Form-M and shall be accompanied by-
 - (a) a fee of Rupees five hundred only;
 - (b) a valid up-to-date clearance certificate of mining dues if any from the Competent Authority.
- (2) Every application of a mining permit shall if the lands from which the minor mineral is to be extracted are lands other than Government land, be accompanied by a written consent letter from the owner/occupant of such land to the effect that he has no objection to the extraction of the minerals by the applicant.
- (3) Every application for the extension of the period of the permit shall be accompanied by a fee of Rupees five hundred.
- (4) The area applied for grant of a mining permit shall be in compact block covering not more than four hectares.

33. DISPOSALS OF APPLICATION FOR MINING PERMITS.

- (1) An application for the grant of mining permit shall be disposed of by the Competent Authority within thirty days from the date of its receipt.
- (2) If any application is not disposed of within the time specified in sub-rule (1) it shall be deemed to have been rejected: Provided however that the Competent Authority may consider to dispose the application after the said period of thirty days, but not exceeding sixty days from the date of receipt of the application.

EXPLAN.
When
period of
of delay
up to (b)
time (d)
Competent
the mining
Understanding
nanced to a
erations or
y person or
his written
pplication
e amount
sideration
erson or
ion;
learance
ty, dead
previous
or any
of a fee
HREE
le 29,
ite of
allow

5. BOULDER.
6. SHINGLE.
7. CHALCEDONY OR IMPURE QUARTZ, PEBBLES used for ball mill purposes or filling for bore wells or for decorative purposes in buildings.
8. LIMESHELL
9. KANKAR AND
When used in kilns for manufacture of limes used as buildings materials.
10. LIMESTONE.
11. MURRAM.
12. BRICK-EARTH
13. FULLER'S EARTH
14. BENTONITE
15. ROAD METAL
16. REHMATTI
17. SLATE
18. SHALE
When used for building materials.
19. MARBLE
20. STONES USED FOR MAKING HOUSEHOLD UTENSILS
21. QUARTZITE AND SANDSTONE, When used for purposes of building or for road metal and house hold utensils.
22. SALT - PETRE.

Received at
At
On

Initial of

To,

Sir,

1. J
2. A
F
c
E
M
T
T

FORM-A

APPLICATION FOR MINING LEASE

{ see sub-rule (1) of Rule (6) }

(to be submitted in duplicate)

Received at (place)
At (hour)
On (date)

Initial of receiving Officer

To,

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

Sir,

1. I/we request that a mining lease under the Mizoram Minor Mineral Concession Rules,2000 may be granted to me/us.
2. A sum of Rs.200/- being the fees in respect of this application and Rs.500/- in respect of preliminary expenses respectively payable under clause (a) and clause (c) of sub-rule (2) of rule 6 of the said rules have been deposited in the Government Treasury (vide challan No..... date of Treasury)

The required particulars are given below:-

- (a) Name of the applicant with complete address;
- (b) Is the applicant individual/Private Company/Public Company/ Public sector undertaking/Co-operative society/Firm or as Association/ Joint sector undertaking or any other.
- (c) In case the applicant is-
 - (i) an individual, his nationality, qualification and permanent residency.
 - (ii) a private company its place of registration and copy of certificate of incorporation, and the nationality of the members/Board of Directors of the company.
 - (iii) a public company, its place of incorporation and copy of certificate of incorporation, and the nationality of its Directors.
 - (iv) a firm or association, the nationality of all the partners of the firm or members of the association;
 - (v) a co-operative society, the nationality of its members its place of registration and a copy of the certificate of registration.
- (d) Profession or nature of business of the applicant.

l mill

s

ng or

FORM-A

4. Particulars of documents appended:
- (a) Mining dues clearance certificate, or
 - (b) Affidavit in lieu of mining dues clearance certificate subject to the production of mining dues clearance certificate within ninety days of making application: or
 - (c) 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 to be given:-
- (a) Forest division, Block and Range.
 - (b) Legal status of the forest whether reserved.
 - (c) Whether it forms part of a national park or wild life sanctuary.
 - (d) Type and extent of vegetation in the area.

10. A sketch plan should be submitted on scale showing the following
- (a) 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;
 - (b) the dimensions of the lines forming the boundary area and the bearing and distance of all corner points from any important, prominent and fixed point or points;
 - (c) all important surface and natural features (namely, roads, railways, wells religious place, cremation ground, Government establishment, streams, etc.).

11. Particulars of the areas mineral-wise in each district the applicant or any person joint in interest with him.
- (a) already holds under quarry lease;
 - (b) has already applied for but not granted;
 - (c) being applied for simultaneously;

1 are read may be

Place:

Date :

Note: 1

2

12. Manner in which the mineral raised is to be utilised:

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

13. Financial resources of the applicant;

14. Any other particulars which the applicant wished to furnish,

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

Place:

Yours faithfully,

Date :

Signature of the applicant

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

the days
 ... is bevisce
 ... IA
 ... nO
 o lationI

 ship.
 ncy.
)
 A
 awing
 o
 d
 A
 T
 T
 D
 y other
 mmon
 nd the
 ortant,
 ilways,
 hment,
 t or any
 b)

FORM-B

APPLICATION FOR RENEWAL OF MINING LEASE
{Sub-rule (1) of Rule (9)}
(to be submitted in duplicate)

Received at (place)
At (hour)
On (date) dated, the....2000.

To,
Initial of Receiving Officer
.....
.....

Sir,

1. I/We request for renewal of my/our mining lease under the Mizoram Minor/Mineral Concession Rules,2000.
2. A sum of Rs.200/- being the application fee payable under sub-rule (2) of rule 6 of the said rules has been deposited in the government Treasury (vide challan No Dated of treasury.....)
3. The required particulars are given below:-
 - (a) Name of the applicant with complete address;
 - (b) 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.
 - (c) Profession or nature of business of Applicant;
 - (d) Reference of the valid clearance Certificate of payment of mining dues (copy enclosed);
 - (e) (i) particulars of the mining lease granted earlier
(ii) particulars of the mining lease of which renewal is desired
(iii)details of previous renewal granted, if any;
 - (f) Period for which renewal of Quarry lease is required;
 - (g) (i) the area applied for renewal;
(ii) description of the area applied for renewal;
 - (h) if not, 'No objection Certificate' for undertaking mining operations has to be detained from the owner/Occupier/District Council in writing and be filed;

- (i) Particulars of the area Mineral-wise in each district the applicant or any person joint in interest with him;
 - (i) already holds under mining lease;
 - (ii) has already applied for but not granted;
 - (iii) being applied for simultaneously;
- (j) Manner in which the mineral raised is to be utilised;
 - (i) if for captive use, the location of plant and industry;
 - (ii) if for sale, whether mineral will be supplied in raw form or after processing (i.e. crushing/grinding/beneficiation/calcining).
- (k) Details of output during the lease period held.

4. A mining plan to the scale to be attached with the application. The plan should incorporate the following:-
- (a) the plan of the areas applied for showing location, boundaries, natural water courses, forest areas; assessment of impact of mining activity on forest, land surface, and environment including air and water pollution.
 - (b) the spot or spots where the excavation is to be done in the first year and its extent; a tentative schemes of mining year-wise for the subsequent years of the lease period;
 - (c) method of mining, i.e. the extent of manual mining and/or extent of mining by use of machinery and mechanical devices;
 - (d) the details of scheme for restoration of the areas afforestation, land reclamation, use of pollution control devices.
5. Any other particulars which the applicant wishes to furnish;

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

Place :

Yours faithfully,

Date:

Signature of the applicant.

Note :- If the application is signed by an authorised agent of the applicant, then the power of attorney should be attached.

FORM-C

RECEIPT OF APPLICATION FOR MINING LEASE OR RENEWALS

{ see sub-rule(3) of rule 7 }

Sl.No..... Date.....

Received the application with the following enclosures for Mining lease/
 renewal of lease of Sri/Sarvasri
 at(hour) on200..... for about
 hectares of land located in Village/Block/Forest Range
 Mouza District For mining
 the minor mineral/minerals.

Enclosures:-
 Place:
 Date:

**Signature and Designation
 of Receiving Officer.**

Any other particulars which the applicant wishes to furnish:

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

Yours faithfully,

Signature of the applicant.

Place:

Date:

Note :- If the application is signed by an authorised agent of the applicant, then the
 power of attorney should be attached.

Sl. No.	Date of application for mining lease
1	2

Name of Village Mouza (or forest Range)
8

18	17	16
----	----	----

FORM-D

REGISTER OF APPLICATION FOR MINING LEASE

(see sub-rule (3) of rule 7) *

REGISTER OF MINING LEASES

(see rule 20)

Sl. No.	Date of application for mining 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 to.
1	2	3	4	5	6	7

Name of Village. Mouza (or forest Range)	Plot nos. & Dag.Nos.	Application fee paid and preliminary expenses Deposited	Final disposal of application together with number and order	Remarks	Signature of the officers
8	9	10	11	12	13

ase/
.....
.....
.....
ing

B
D
N
p

FORM-E

REGISTER OF MINING LEASES
(see rule 26)

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

Where the lessee is an individual.

Situation on the ground i.e. district, talouza, village, forest range, etc. where application is made.	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

When the lessee is more than one individual.

When the lessee is a registered firm.

When the lessee is a registered company.

FORM-F

MODEL FORM OF MINING LEASE DEED
(see sub-rule (1) of rule 18)

Date of execution of lease deed.	Total amount for which lease has been granted.
8	9

Where the lessee is an individual

THIS INDENTURE made this days of 20..... between the Governor of Mizoram (hereinafter referred to as "the Lessor" which expression shall where the context so admits be deemed to include the successor and assigns) of the one part, and (name of person with address and occupation) (hereinafter referred to as "the lessee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns) or

Date of expiry or relinquishment or cancellation.	Remarks.
16	17

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) or

When the lessee is registered firm

.....(Name and address of partner), son ofofson of.....of.....all 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 atin 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)

When the lessee is a registered company

.....(Name of the company), a company registered under (Act under which incorporated) and having its registered office at(address) (hereinafter referred to as the 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 Mizoram Minor Mineral Concession Rules, 2000 (hereinafter referred to as the said Rule) for mining lease for in respect of the lands described in Part I of this Lease 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 hereunder written, reserved and contained and on the part of the lease/leases to be paid, observed and performed the State Government hereby grant and demises into lessee/lessees.

All those the mines beds/veins, seams of(here state the mineral or minerals) situated/lying and being in and/or under the lands which are referred to in Part I; together with the liberties, powers and privileges to be exercised or enjoyed by the lessee or lessees in Part II subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges mentioned in Part III EXCEPT and reserving out of the demise into the State Government the liberties, powers and privileges of the State Government in Part IV of this Lease Deed; TO HOLD the premises hereby granted and demise upto the lessee/lessees from the.....day.....20..... for the terms ofYears thence next ensuing YIELDING AND PAYING therefore upto State Government the several rent and royalties reserved in Part V; the respective times therein specified subject to the provisions contained in Part VI and the lessee/lessees hereby covenants with the State Government as in Part VII is expressed and the State Government hereby covenants with the lessee/lessees as in Part VIII as expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of this Lease Deed is expressed.

PART - I

The area of this lease:

Location and area of the lease:-

All that tract of land situated at
(description of area or areas) in (mouza),
in the Registration District of
Sub-Divisional and Thana bearing Cadastral
Survey Nos..... containing an area of
thereabouts delineated on the plan hereto annexed and thereon
coloured and bounded as follows:-

On the North by

On the South by

On the East by and

On the West by

Hereinafter referred to as "the said land"

Mineral
he said
e lands
as/have
.....as
ng the

yalties,
eunder
of the
State

e state
and/or
ith the
ed by
is and
erties,
Γ and
t the
n Part
anted
from
Years
upto
ed in
o the
reby
II is
h the
reby
f this

leg of
act 2
Registration

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 land and to search for, mine, bore, dig, drill, or win, 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 land 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 land).

*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 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 land.

*To make road
& ways etc.
and existing
roads and
ways.*

4. Liberty and power for or in connection with any of the purposes mentioned in this part to make any streamways, railways, aircrafts 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 over the same (or any existing streamways, railways, roads, and other ways in or over the said land) on such conditions as may be agreed to.

*To get building
& 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, gravels 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 sale any such materials, bricks or tiles.

be exercised and
the restrictions and

the terms hereby
and to search for,
process, convert,
fossil/minerals.

with any of the
drive, maintain
inclines, drifts,
roads (and to use
the works of the

any of the
construct,
boiler ovens,
concentrators,
other works
on the said

any of the
the any
roads and
maintain,
concentrators,
same
roads,
such

the
ne,
lay
re
or

*To use matter
from streams etc.*

*To use for
stacking, heaping
depositing.*

*Beneficiation &
conveying away
of product.*

*To clear brushwood
and to fell and utilise
trees etc.*

- 6. Liberty and power for or in connection with any of the existing or further lessees and with the written permission of Deputy Commissioner/Competent Authority to appropriate and use water from any streams, water courses, spring or other sources in or upon the said land and to divert, set up, or dam any such stream or water course and collect and impound any such water and to make, construct and maintain any water course, culverts, drains or reservoirs but not as to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or spring. Provided that the lessee/lessees shall not interfere with navigation in any navigable stream, nor shall divert such stream without the previous written permission of the State Government.
- 7. Liberty and power to enter upon and use a sufficient part of the surface of such land for the purpose of stacking, heaping, storing, or depositing therein any produce of the mines or works carried on and any tool, equipment, earth and materials and substances dug or raised under the liberties and powers mentioned in this part.
- 8. Liberty and power to enter upon and use a sufficient part of the said land, to beneficiate any material produced from the said land and to carry away such beneficiated minerals.
- 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 Lease Deed to clear undergrowth and brushwood and to fell utilities 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 utilities by him/them at the rates specified by the Deputy Commissioner/Collector or the State Government.

PART-III

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

1. No buildings etc. shall be erected, set up or placed and no surface operation 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, work 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.

*No building
etc. upon
certain places.*

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

*Permission for
surface
operations in
and land not
already in use.*

3. The lessee/lessees shall not without the express sanction of the Deputy Commissioner/Collector cut down or injure any timber or trees on the said land but may without such sanction clear way any brushwood or under growth which interfere with any operations authorised by these presents. The Deputy Commissioner/Collector of the district.

*To cut trees in
unreserved
lands.*

ise of the Liberties,

at up or placed and
on in or upon any
burial ground, or
ons or any house
place which the
blic ground nor
cially affect any
er persons and
tions which is
an the State
cluded in the
nterfere with

l which has
tions, the
Deputy
calendar
name or
nt of the
r which
be used
Deputy
ter the
ons so
nt be

ress
cut
but
or
ns
ty

To enter upon reserved forests.

No mining operation within 50 m of public work etc.

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

5. The lessees shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 50 metres from any railway line except with previous written permission of the Railway Administration concerned or under or beneath any ropeway or any ropeway trestle or station, except under and in accordance with the written permission of the authority owning the ropeway or from any reservoir, canal or other public works such as public roads and buildings or inhabited sites except with the previous written permission of the Deputy Commissioner/Competent Authority or any officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached with such permission. The said distance of 50 metres shall be measured in the case of railway, reservoir or canal horizontally from the outer to of the bank or the outer edge of the cutting as the case may be and in case of a building horizontally from the plinth thereon. In the case of village roads no works shall be carried on within a distance of 10 metres of the outer edge of the cutting except with the previous permission of the Deputy Commissioner in this behalf and otherwise than in accordance with such directions, restriction 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, public road shall mean a road which has been constructed by artificially surfaced as distinct from a tract resulting from repeat use. Village road will include any track shown in the Revenue record as village road.

- 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 there to.

Facilities for adjoining Government licenses and leases.

PROVIDED that no substantial hindrance or interference shall be caused by such holders of licenses or leases to the operations of the lessee/lessees under these presents and fair compensation (as may be mutually agreed upon or in 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 anyway injure trees, crops, huts or other property without the consent of occupier or failing such consent without the written permission of the Deputy Commissioner.

Tc de fo

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

Lessee prior removal fores

- 9. The lessee shall not fell, cut and use any timber or trees including bamboos, canes and other forest produce now standing or which hereafter may be standing upon the reserved forest land without the written permission of the Divisional Forest Officer provided that the exercise of the liberty and powers granted by the Divisional Forest Officer shall also be subjected to the observance of the terms and conditions of the Mizoram Forest Act and the rules framed thereunder.

How to destroy/use forest produce.

Lessee prior open

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

Rights reserved by Forest Department.

Unrestri Forest to use r

- 11. The lessee shall in no case interfere with the activities of the Forest Department in the Reserved Forest portion of the area for which the lease is granted as well as in the unclassified State Forest portion of the area wherein forest operation takes place under authority of the Forest Department licenses issued nor shall interfere

Not to interfere with activities of Forest Department

with the previous authorised 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, making of timber, inspection, etc. or any other activities as are usually done by the Forest Department or by their authorised persons.

To avoid destruction of forest growth.

12. The lessee shall organise mining works in such manner as to avoid destruction of any forest growth and wherever such destruction is considered necessary and admitted by the Forest 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 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 remove of trees in large numbers and or over the large areas are concerned, the Forest Department will have unfettered rights to deny such a permission.

Lessee to obtain prior permission to open road.

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

Unrestricted right of Forest Department to use roads.

15. (a) The Forest Department and its contractors and persons authorised by the Forest Department shall have an unrestricted rights to use the roads in the Reserved Forest made by the lessee.
(b) The Forest Department reserves the right to install check gates where control of illegal traffic and checking of forest produces become necessary. The lessee and their contractors and employees shall abide by the restrictions imposed by the Forest Department at such check gates as maybe necessary in the matter of movement of their vehicles.

*Decision of the
Government of the
Mizoram 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 Mizoram shall be final.

*To mak
roads,*

ween the lessee and
n the matter of
entioned clauses or
er, the decisions of
final.

PART-IV

shall be caused to or with the liberties powers and
privileges of the lessee or persons no substantial
hindrance of interference shall be caused to or with the
**Liberties, Powers and Privileges reserved to the State
Government.**

*To work other
minerals.*

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

PROVIDED THAT in exercise of such liberty and
power no substantial hindrance or interface shall be
caused to or with the liberties, power and privileges of
the lessee/lessees under these presents and that fair
compensation (as may be mutually agreed upon or in
the event of disagreement as may be decided by the
State Government) shall be made to the lessee/lessees
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 authorised by it in that behalf to enter
into and upon the said land and to make upon, over or
though 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 land 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
purpose and as occasions may require provided that in
the exercise no substantial hindrance of interference

shall be caused to or with the liberties powers, and privileges of the lessee or persons no substantial hindrance of 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

Rent and Royalties Reserved by this lease.

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

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

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

Period of the mining lease	Rate of dead rent Per hectare per annum.
1. First year	Nil.
2. Second year and onwards	Rs.

- 3. Subject to the provision of paragraph 1 of this part, the lessee/lessees shall during the subsistence of this lease pay to the State Government such times and in such manner as the State Government may prescribe royalty in respect of any mineral/minerals removed by him/them from the leased area at the rate for the time being specified in the Second Schedule to the Mizoram Minor Mineral Concession Rules, 2000.

- 4. The lessee/lessees shall pay rent and water of the State Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents at the rate of Rs..... and Rs..... respectively per annum per hectare of the area so occupied or used and so in proportion for any area less than a hectare during the period from the

To pay dead rent or royalty which ever is greater.

Rate and mode of payment of dead rent.

Rate and mode of payment of royalty.

Payment of surface rent and water rate.

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 herein before detailed in paragraph 2: PROVIDED THAT no-such rent/water 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.

the area as far as original paid as VIDED respect l in any right of

Rent & royalties to be free from deduction etc.

Mode of computation of royalty.

Course of action if rent & royalties are not paid in times.

1. The rent, water rate and royalties mentioned in Part V of this Lease Deed shall be paid free from any deduction to the State Government..... and in such manner as the State Government may prescribe.
2. For the purpose of computing the said royalties the lessee/lessees shall keep a correct account of the mineral/minerals produced and despatched. The Account as well as the weight of the mineral/minerals in stock or the process of export may be checked by an officer authorised by the Central or State Government.
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 prescribe times, the same may be recovered together with simple interest due thereon at the rate of 10% per annum on a certificate of such officer as may be specified by the State Government by general or special order, in the same manner as an arrear of land revenue.

PART -VII

The Covenants of the Lessee/Lessees.

Lessee to pay rents & royalties, taxes etc.

1. The lessee/lessees shall pay the rent, water rate and royalties reserved by this lease at such times and in the manner provided in PARTS V & VI of these presents and shall also pay discharge all taxes, rents, assessments and impositions whatsoever being in the nature of public demands which shall, from time to time, be charged, assessed or imposed by the authority of the Central and State Government upon or in the respect of the premises and works of a like nature demands for land revenue.

To maintain & keep boundary marks in good order.

2. The lessee/lessees shall at his/their own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identification.

To commence operations within six months & work in a workmanlike manner

3. The lessee/lessees shall commence operation within six months from the date of execution of the lease and shall thereafter at all times during the continuance of this lease, search for, win work and develop the said minerals without voluntary intermission in skillful and workmanlike manner accordance with the mine plan so submitted and duly approved by the Competent Authority and as prescribed under paragraph 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops, buildings, structures or other property thereon. For the purpose of this clause, operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine.

To indemnify Govt against claims

To secure and keep connections, pits, etc.

To strengthen & sustain minerals necessary extent

To do inspection work

To indemnify Government against all claims.

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

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

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

To strengthen & support 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 of the safety of any railway, reservoir, canal, road and any other public works or structures.

To allow inspection of workings.

7. The lessee/lessees shall allow any officer authorised by the Central Government or the State Government in that behalf to enter upon the premises including any building excavation, or land comprised in the lease for the purpose of inspecting, examining, surveying prospecting and making plans thereof, sampling and collecting data and the lessee/lessees shall with proper person employed by the lessee/lessees and acquainted with the mines and works effectively assist the officer, agents, servants and workmen in conducting every such section and shall afford them all facilities, information connected with them, the working of the mines which they may reasonably require and also shall and will conform to and observe all orders and regulations which the State Government as the result of such inspection or otherwise may from time to time deem fit to impose.

To report accident.

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

To report discovery of other minerals

9. The lessee/lessees shall report to the competent Authority the discovery in the leased area of any mineral not specified in the lease within sixty days of such discovery along with full particulars of the nature and position of each such fund. If any mineral not specified in the lease is discovered in the leased area, the lessee/lessees shall not win and dispose such mineral unless such mineral is included in the lease, or separate lease is obtained therefor.

To keep records & accounts regarding production & employment etc.

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

- (1) Quantity and quality of the said minor minerals realised from the said land.....
- (2) Quantities of the various quantities of minerals beneficiated or converted.....
- (3) Quantities of the various qualities of the said minerals sold and exported separately.....
- (4) Quantities of the various qualities of the said mineral/minerals otherwise disposed of and the manner and purpose of such disposal.....
- (5) The price and all other particulars of all sales of said mineral/minerals.....
- (6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.....
- (7) Such other facts, particulars and circumstances as the State government may from time to time require and shall also furnish free of charge to such officers and at such times as the State Government may appoint true and correct abstracts of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officer as the State Government shall

in that behalf appoint to enter into and have free access to the said officers for the purpose of examining and inspecting the books of accounts, plans and records and to make copies thereof and make extracts therefrom.

11. (1) The lessee/lessees shall at all times during the said term maintain at the mine office correct intelligible up-to-date and complete plans and sanctions of the mines in the said lands. They shall show all the operations and working and all the trenches, pits and drillings made by him/them in the course of operations carried on by him/them under the lease, faults and other disturbances encountered and geological data and all such plans and sections shall be amended and filled up by and from actual survey to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee/lessees shall furnish free of charge to the Central and State Governments true and correct copies of such plans and sections whenever required. Accurate record of all trenches, pits and drilling shall show :
- (a) The subsoil and strata through which they pass.
 - (b) Any mineral encountered.
 - (c) Any other matter of interest and all data required by the Central Government from time to time.

To maintain plans etc.

The lessee/lessees shall allow any officer of the Central or State Government authorised in this behalf to inspect the same at all reasonable times. He/they shall also supply when asked for by the State Government/Coal Controller/the Director, Geological Survey of India, the Director, Indian Bureau of Mines/Director of Geology and Mining, Mizoram, a composite plan of the area showing thickness, dip, inclination, etc. all the same as also the quantity or reserve quality wise.

- (2) 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.
- (3) The lessee shall comply with provisions of the Mines Act, 1952.

- (4) The lessee shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollution control devices and such other measures as may be prescribed by the Central or State Government from time to time at his own expenses
- (5) The lessee shall pay compensation to the occupier of the land on the date and in the manner as prescribed by the State Government.

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.

Act.67 of 1957.

13. Unless specifically exempted by the State Government, the lessee/lessees shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to bank, sold, exported, and converted and also the converted 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 persons or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee/lessees. The lessee/lessees shall give.....days previous notice in writing to the State Government. Competent Authority of Geology & Mining, Mizoram or the Deputy Commissioner of the district of every such measuring or weighing in order that same officer on his behalf may be present there at.

To provide weighing machine.

To we ma

To pay comper for inju third pa

Not to obstruct working o other minerals.

*To allow test of
weighing
machine.*

14. The lessee/lessees shall allow any person or persons appointed in that behalf by the State government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machinery or weights shall be found in correct or out of repair or order the State Government may require that the same be adjusted, repaired and put in order by and at the expense of the lessee/lessees and if such requisition be not complied with within fourteen days after the same shall have 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 be to the prejudice of the State Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

*To pay
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 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 or quarry leases in respect of any such minerals or any minerals within any

land adjacent to the said alluds as the case may be reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working, developing and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage or injury which he/they may sustain by reason or in consequence of the use of such passage by such lessees.

17. (1) The lessee/lessees shall not, without the previous consent in writing of the Competent authority.
- (a) assign, sublet, mortgage or in any other manner, transfer the quarry lease, or any right, title or interest therein ; or,
 - (b) enter into or make any arrangement, contract or understanding whereby the lessee/lessees will or may be directly or indirectly finance to a substantial extent by or under which the lessee's operations or undertaking will or may substantially controlled by any person or body persons other than the lessee/lessees.

Transfer of lease.

PROVIDED THAT the Competent Authority shall not give its written consent unless:-

- (a) The lessee has furnished an affidavit alongwith his application for transfer of the quarry lease specifying therein the amount that he has already taken or purposes to take as consideration from the transferee.
 - (b) The transfer of the quarry lease is to be made to a person or a 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 Competent Authority may by order in writing, determine the lease at any time if the lessee/lessees has/have in the opinion of the Competent Authority 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 finance control a trust corpora firm or person.

Lessee shall deposit any additional amount necessary.

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

may be
venient
inerals
ng and
lessees
amage
or in
ssees.

t the
ority.
other
r any

ment,
the
ly or
at by
is or
ially
sons

rity

avit
the
unt
to

be
tly

he
all
in

in
ie
e
y

t
f

*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, farm 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 undertaking 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 written sanction given prior to such arrangement compact or understanding being entered into or made of the State Government and any or every such arrangement compact or understanding as aforesaid (enter into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto on the occasion of a State of Emergency of which the President of India in his discretion shall be the sole judge it shall be terminable if so required in writing by the State Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee/lessees accordingly.

*Lessee shall
deposit any
additional
amount
necessary.*

19. Whenever the security deposit of Rs.1000.00 or any part thereof or any further sum thereafter deposited with the State Government in replenishment thereof shall be forfeited or supplied by the State Government such further sum as may be sufficient with the appropriated part thereof to bring the amount in deposit with the State Government upto the sum of Rs.1000.00

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

20. The lessee/lessees shall at the expiration or sooner determination of the said or any renewal thereof deliver upto the State government all mine, pits, shafts, inclines, drifts, levels, waterways and airways and other works now existing or hereinafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machinery set up by the lessee/lessees below ground which cannot be removed without causing

injury to the mines or works under the said lands (except such of the same as may with the sanction of the State Government have become disused) *and all buildings and structures of bricks or stones erected by the lessee/lessees above ground level in good repair, order and condition and fit in all respects for further working of the said mines and the said minerals.

21. (a) The State Government shall, from time to time and at all times during the said terms 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 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/lessee.

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption provided that in order to assist in arriving at the said market price the lessee/lessees shall, if so required, furnish to the State Government for the confidential information of the Government particulars of the quantities, descriptions and prices of the said mineral or products thereof sold to other customers and characters 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.

En.
of
na

Reco
expe
incu
State
Gove

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

*Employment
of Foreign
national.*

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

*Recovery of
expenses
incurred by the
State
Government.*

23. If any of works or matters which is 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 on demand all expenses which shall be incurred in such carrying our performance of the same and the decision of the State Government as to such expenses shall be final.

*Furnishing of
Geophysical
data.*

24. The lessee/lessees shall furnish;
- (a) All geophysical data relating to mining fields or engineering and ground water surveys, such as anomaly maps, sections, plots, logging collected by him/them, and if any during the course of mining operation to the Director General, Geological Survey of India, Calcutta and the Head of Geology & Mining Department/Wing, Mizoram.
 - (b) All information pertaining to investigation of radio active minerals collected by him/them during the course of mining operations to the Secretary Department of Atomic Energy, New Delhi, and to the Head of Geology & Mining Department/Wing, Mizoram.

Date or information referred to above 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 minerals, 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 under mentioned pushed targets of products and in event of his default (except for cause beyond the lessee's control of which the lessee shall be the sold judge) and failure to make up any deficit in production after being called upon to do so with in a specified time the lessor shall be entitled to determined the lease forthwith.

- (1) 1st Year
- (2) 2nd Year Production in tonnes.
- (3) 3rd Year.

*L
h
q*

*Re
of
con
the*

*To n
quar*

PART-VIII

The Covenants of the State Government.

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.
2. If in accordance with the provision of paragraph 4 of Part-VII of this lease deed 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 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 the Central 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, 1984 as amended from time to time.
3. The quarry lease shall be renewable for one or two periods each not exceeding the period specified in the original lease:

Provided that the Competent Authority may for reasons to be recorded in writing reduce the area applied for, or refused to grant such renewal or renewals.

Lessee/lessees to hold and rights quietly.

Requisition of land of third parties and compensation thereof.

To renew quarry lease.

g fields or
s, such as
collected by
of mining
Geological
of Geology

ion of radio
during the
e Secretary
Delhi, and to
tment/Wing,

be furnished
date of
ing lease.

ade minerals,
ken to set up
ch low grade

ioned pushed
efault (except
of which the
e to make up
ed upon to do
l be entitled to

es.

PART-IX

GENERAL PROVISION

Obstructions to inspection.

1. In case the lessee/lessees or his/their transferee/assignee does/do not allow entry for inspection by the officers authorised by the Central or State Government under clause (k) or (1) of sub-rule (1) rule 16, the State Government shall give notice in writing to the lessee/lessees requiring him/them to allow show cause within such time as may be specified in the notice why the lease should not be determined and his/their security deposit forfeited time to the satisfaction of the State Government, the State Government may determine the lease and forfeit the whole or a 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/assignee makes/make any default in payment of rent or water or royalty as required by section 9 of the Act or commits a breach of any of the conditions and covenants other than those referred to in paragraph (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 case of the 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 month of the annual dead rent specified in paragraph 2 of Part-V of this Lease Deed.

Less
rem
prop
expi

ni
to
yo
ed
of
lls
ed
liv
si
sd
yan
ovo

yile
VFor
npro
ther
dete
leas

4.

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

Failure on the part of the lessee/lessees to fulfil 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 fulfillment by the lessee/lessees of any of the terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed by this lease. In this clause of expression "Force majeure" means Act of God, was, insurrection, riot, civil commotion, strike earthquake, tide, storm, tidal wave, flood, lighting explosion, fire, earthquake and any other happening which the lessee/lessees could not reasonably prevent or control.

5.

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

The lessee/lessees having first paid and discharged rents, rates, and royalties payable by virtue of these presents may at the expirations or sooner determination of the said term or within six calendar months thereafter (Unless the lease shall be determined under paragraph 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 in or upon the said lands and which the lessee/lessees is/are not bound to deliver to the State Government under paragraph 20 of Part VII of this Lease Deed and which the State Government shall not desire to purchase.

6.

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

If at the end of six calendar month after the expiration or sooner determination of the said term under the provision contained in paragraph 3 of Part VII of this Lease Deed become effective then shall remain in or upon the said land any engines machinery, plants, 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 and may be sold or disposed of in

assignee officers at under the State to the w cause ice why security he State mine the security

assignee water or ommits a nts other the State e/lessees 3, royalty thin sixty ind if the breach is overnment at may be ind forfeit

ants and notice has accordance on earlier giving any exceeding pecified in

such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof

7. Every notice by these required to be given to the lessee/lessees shall be given writing to such person resident on the said land as the lessee/lessees may appoint for the purpose of receiving such Notices and if there shall have been no such appointment then every such notice shall be sent to the lessee/lessees at the address recorded in this lease or at such other address in India as the lessee/lessees may, from time to time, in writing to the State Government designate for the receipt of notice and every such service shall be deemed to be proper and valid service upon the lessee/lessees and shall not questioned or challenged by him.
8. If in any event the orders of the Competent Authority/State Government are revised or reviewed in pursuance or proceedings under Chapter IV of the Mizoram Minor Mineral Concession Rules, 2000, the lessee/lessees shall not be entitled to compensation for any loss sustained by the lessee/lessees in exercise of the power and privileges conferred upon him/them by these presents.
9. The lease is executed at.....(name of the city) in the State of Mizoram and subject to the provision of Article 226 of the constitution of India, it is hereby agreed upon by the lessee and the lessor that in the event of any dispute in relation of the area of lease, the dues realisable under the lease and in respect if all matter touching the relationship of the lessee and the lessor the suits (or appeals) shall be filed in the civil courts (atname 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 anyplace other than the courts named above at.....
10. For the purpose of stamp duty the anticipated royalty from the demised lands is Rs..... per year. IN WITNESS WHEREOF, these presents have been executed in the manner hereunder appearing the day and year first above written.

Signature of
The Lessee

Secretary to Govt. of Mizoram
Industries Department/
Geology & Mining Department
For and on behalf of the
Governor
Lessor.

In the presence of

1. _____
2. _____

l
e
s
e
e
y
e

ly
N
en
ay

FORM - 'G'
MODEL FORM OF TRANSFER OF MINING LEASE.

(see rule 30)

When the transferor is an individual:-

THIS INDENTURE made thisday of the.....20..... between.....(name of the person 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 ON THE FIRST PART.

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).ON THE FIRST PART.

When the transferee is a registered company :-

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

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.) ON THE SECOND PART

When the transferee is a registered firm:-

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

When
under
(addre
the co
ON T

which
succes

registe
(offic
minera
describ
conditi
sanctio

the lea
transfer
dated..
the tran
hereina

NOW

1) In c
tran
tran:
and
effec

2) The
trans
to p
cond
lease
origi

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.) ON THE SECOND PART, AND

The Governor of Mizoram (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) the transferor is entitled to search for, win and work the mines and minerals in respect of (name of the minor/minerals in the land described below or the terms and subject to the payment of the lessee's covenant and conditions in the said deed of lease or any interest thereunder without the previous sanction of the State Government.

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

NOW THIS DEED WITNESSETH AS FOLLOWS:-

- 1) In consideration of Rs. Paid by the transferee to the transferor, the receipt of which the transferor hereby acknowledges, the transferors hereby conveys, assigns and transfers onto the transferee all the rights and obligations under the said lease and to hold the same unto the transferee with effect from for the un-expired of the said lease.
- 2) The transferee hereby agrees with the State Government that from and after the transfer and assignment of the lease the transferee shall be bound by, and be liable to perform, observe and conform and he subject to all the provisions and conditions contained in the said lease in the same manner in all respects as if the lease had been granted to the transferee as the lessee thereunder and he had originally excited it as such

LEASE.

day of (occupation) hereinafter admits be representatives

partners) all style of partnership Act, referred to as include all and permitted

stered having its referred to as e deemed to

1 occupation) (e the context administrators. T

s) all carrying 32 and having red to as the be deemed to scutors, lega

- 3) It is further hereby agreed and declared by the transferor the one part and the transferee of the other part that:-
- i) The transferor and the transferee declare that they have ensured that the mineral rights over the area for which the quarry lease is being transferred vest in the State Government.
 - ii) The transferor hereby declares that he has not assigned subject, mortgaged or in any other manner transferred the quarry lease now being transferred and that no other person or persons has any right, title or interest 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 or persons other than the transferor.
 - iv) The transferor further declares that he has furnished an affidavit alongwith his application for transfer of the present quarry lease specifying therein the amount that he has already taken/proposes take as consideration from the transferee.
 - v) The transferor further declares that he is financially capable of and will directly undertake mining operations.
 - vi) The transferor has supplied to the transferee the original or certified copies of all plans of abandoned workings in area and in a belt of 50 metres wide surrounding it.
 - vii) The transferor has paid all the rents, royalties, and other dues towards Government till this date, in respect of this lease.

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

Located and area of the mining lease
 All that tract of land situated at (description of area or areas) in Mouza in & Sub-Division in District bearing cadastral Survey No..... containing an area of or there about delineate on the plan hereto annexed and thereon coloured..... and bounded as follows:-

- On the north by:
- On the south by:
- On the east by :
- On the west by :

Mi:

· Sign
of v

1.

2.

Signed by for and on behalf of the Governor of
Mizoram in the presence of

- 1
- 2

Signature of transferor in presence
of witness-

- 1.
- 2.

Signature of transferee in the
presence of-

- 1.
- 2.

nd the
at the
ferred
gaged
ferred
where
any
being
h the
ially
with
rein
rom
will
pies
vide
rds
irst
....
rea
in
....
an
as

FORM-H

MONTHLY RETURN OF MINOR MINERAL/MINERALS RAISED.
(See sub-rule (3) of rule 43)

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

Name of the Minor Mineral	Area of the lease hold being worked (in hectares).	Opening stock as on the first day of the month (in tonnes)	Mineral raised during the month (in tonnes).	Pits mouth value (Rs.)	Mineral despatched during the Month			
					By rail		By road	
					Qty. (in tonnes)	Value (in Rs.)	Qty. (in tonnes)	Value (in Rs.)
1	2	3	4	5	6	7	8	9

Total despatch during the month		Closing stock at the end of the month (in tonnes)	Man's day's worked	Manpower employed	REMARKS
Qty. (in Tonnes)	Value (in Rs.)				
10	11	12	13	14	15

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

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

(To be su
the prece
1. Return
2. Name
3. Name
address
4. Area c

Name
the mir
Minera
produc
1

Royalty
paid (R
7

FORM - I
QUARTERLY ROYALTY STATEMENT.
{ See clause (b) of sub-rule (1) of rule 16 }

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

1. Return for 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 despatch / consumed during the quarter(in Tonnes)	Royalty payable	
				Rate per tonne	Amount (Rs.)
1	2	3	4	5	6

During the Month	
By road	
Quantity.	Value in (in Rs.) (in tonnes)
8	9

REMARKS

15

Royalty paid (Rs.)	Balance Outstanding (Rs.)	Closing stock of mineral at the end of the quarter (in tonnes)	Remarks.
7	8	9	10

Signature of the lessee or his authorised Agent/Manager.

FORM-J

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

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

{See clause (n) of sub-rule (1) of rule 16}

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

Name of the minor minerals worked.	Area the lease hold (in hectares)	Area under operation (in hectares)	Opening stock on the first day of the year (in tonnes)	Production.	Despatch/ Consumption.	Closing stock at the end of the year (in tonnes)
1	2	3	4	5	6	7

Royalty paid	Manpower		Employed.	No. of days worked.	Monday worked.	Average employment			Accidents		Dead Rent paid (Rs.)
	Male	Female				Male	Female	Total	Major	Fatal	
8	9	10	11	12	13	14	15	16	17		

Surface Rent Paid (Rs.)	Capital Invested (Rs.)	Capital Invested (Rs.)	Cost of other inputs (Rs.)	REMARKS
18	19	20	21	22

To,

Sir,

(name of lessee

1.

2.

3.

(a)
(b)
(c)
(d)

FORM-K

NOTICE OF OPENING, LOSING OR CHANGE, ETC.
{Sub-rule (2) of Rule 17}

1 Year).

Date.....

To,

1. The Superintending Geologist of Geology & Mining,
Mizoram, Aizawl- 796 001.
2. The Deputy Commissioner,
.....
District.

Sir,

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

1. In case of a new mine:-

Village Rural Development Block
..... Sub-Division Post
Office Police Office Police Station
..... District Located with
respect to major road or railway station.....

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

Old name of mine
Date of change
New name of mine

3. Name of postal address of :-

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

stock
and of
r (in
es)

Dead
Rent
paid
Rs.)

17

4. (a) Name of 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 6 metres:
9. Number of person employed in the mine:
(b) (a) Date when explosive were first used:
(b) Amount and type of explosive used:
(in connection with mining operations)

Yours faithfully.

Signature with official seal of
Lessee/Agent/Manager.

To be deleted if not applicable.

FOR
THE

Perm
Nam

ins

Name
localit
village
plot N

line

state

dist

town

for

also

the

into

also

the

been

FORM 100

(See Rule- 32)

FORM OF PERMIT FOR MINOR MINERALS TO BE ISSUED UNDER THE MIZORAM MINOR MINERAL CONCESSION RULES, 2000

Permit No. of 200.... Date of issue
Name and address of the permit holder

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

Competent Authority.

No excess quantity of minerals be removed without the permission of the Competent Authority. The minerals left after cancellation of the permit shall be forfeited to the Government and the same shall be treated as Government property.

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.

Proper Challans in the prescribed form shall be attached to the minerals to be despatched or sold from the mine.

N.B.

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

inated/who is

ance of the

highest to its

ally.

cial seal of
Manager.

CONDITIONS

1. Minor minerals shall have to be removed within the prescribed time limit.
2. Quarrying is not allowed beyond the depth of 3 metres (10') from the surface, permit holders shall have to obtain the approval of the Competent Authority for digging below three metres from the surface.
3. Compensation, if any shall have to be paid for damage to the land covered by the permit.
4. Felling of trees is not allowed without prior permissions 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 the 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 permission, otherwise the permit holder shall be liable for action under sub-rule (1) of rule 31 of the Mizoram Minor Minerals Concession Rules, 2000
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. Pucca Challans in the prescribed form shall have to be issued for the minerals to be despatched or sold from the area.

N.B:

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

No:...

To,

Sir,

Conces:

of chall:

i
ii

ii
iv
v

L
am/are re:
further de
Rules and

Applicant

FORM-M

(See Rule 33)

FORM OF APPLICATION FOR MINING PERMIT

No:.....

Date

To,

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

Sir,

I/We request that a mining permit under the Mizoram Minor Mineral Concession Rules, 2000 be granted to me/us.

A sum of Rs.200/ being the fee in respect of this application is deposited (copy of challan in original enclosed).

The following particulars are enclosed:-

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

I/We do hereby declare that the particulars furnished above are correct and 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.

Applicant's name and address

Yours faithfully,

Signature of the applicant.

FORM-N
APPLICATION FOR REVISION
(See rule-35)

(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 individuals (s) :
firm, or company applying for revision.
- 2) Profession of applicant :
- 3) No. and date or order of the Competent Authority, against which the revision application has been filed. :
- 4) Mineral or Minerals for which revision application is filed. :
- 5) Details of the area in respect of which the revision application is filed. :

Place.....
Date

District	Sub-Division	Block	Village	Plot.No.	Area
----------	--------------	-------	---------	----------	------

- 6) Whether application fee of Rs. :
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 Competent Authority, Government of Mizoram.

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

8) Ne
pa
9) Nu
10)G

8) Name and complete address of the party/ :
parties impleaded.

9) Number of copies of petition added :

10) Ground for revision :

Yours faithfully,

Place.....

Date

Signature and designation of the
applicant.

Area

FORM-O

FORM OF CHALLAN FOR TRANSPORT OF MINOR MINERALS.

(See sub-rule (1) of rule 43)

No.

Date

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

Signature of the lessee/permit-holder.

Seal of the Competent Authority.

Sl.No.

1. Br
2. Gr
3. Or
4. Or
pre
5. Bo
6. Shi
7. Cha
8. Lim
9. Lim
10. Bric
11. Fulle
12. Bent
13. Road
14. Slate
15. Shale
16. Marb.
17. Stone
18. Quartz
19. Salt p

THE SECOND SCHEDULE
(See rules 16,28)

Rates of Royalty

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

ALS.
.....
is been and
transported
-holder.

THE SECOND SCHEDULE
THIRD SCHEDULE

DEAD RENT

{ clause (e) of sub-rule (1) of rule 16 }

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.10,000.00

Note:-The above rate is liable to revised and amended from time to time by the State Government by Notification in the Mizoram Gazettes.

Competent Authority
Geology & Mining, Mizoram.

VOL. XXIX

No.A.12018/1/9
conferred by the
Governor of Mizoram
Engineer (Geology)
as notified in
PAR(GSW) dt. 16.12.18
issue No.461

Short title and
commencement.

Amendment of
sub-rules (2)
and (3) of
rule 4.