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PART I—Orders and Notifications by the Governor of West Bengal, the High Court, Government Treasury etc.

**Government of West Bengal
Commerce & Industries Department, Mines Branch
4, Abanindra Nath Tagore Sarani (Camac Street)
Kolkata - 700016**

NOTIFICATION

No. 809/CI/O/MM/84/11 dated the 1st December 2011. In exercise of the power conferred by section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957), the Governor is pleased hereby to make the following amendments in the West Bengal Minor Minerals Rules, 2002 (hereinafter referred to as the said rule) which will come into effect on the date of its publication in Official Gazette :-

AMENDMENTS

In the said rules,

(1) in sub-rule (1) of rule 5, after the words 'mining lease', insert the words 'except for river-bed materials (excluding in-situ hard rock) and minerals like kankar, morrum, and brick-earth on land vested in Government' ;

(2) after rule 16, insert the following rules:-

16A. Non-applicability of Rule 5 to Rule 16 :- Rule 5 to Rule 16 will not be applicable in case of grant of mining lease in respect of river-bed materials (excluding in-situ hard rock), kankar, morrum, and brick-earth on land vested in Govt., which will be governed by rule 16B.

16B . Grant of Mining Lease by Auction.

(i) Mining lease in respect of river-bed materials (except in-situ hard rocks), and minerals like kankar, morrum, and brick-earth on land vested in Govt. shall be granted only through public notice inviting tenders in sealed cover. Such mining lease shall be for a period of not more than two years.

(ii) Tender shall be submitted in triplicate in form H and the mining lease in favour of successful bidder shall be granted as nearly as possible in Form I and the lessee will strictly abide by the terms and conditions of such lease.

- (iii) Tender conditions shall be specified in the Notice Inviting Tenders. Publication and issue of Notice Inviting Tenders and procedure for consideration of tenders and for grant of such mining lease are laid down in schedule VII of these rules.
- (iv) Mining lease shall be granted by the District Magistrate of the concerned district following the procedure laid down in schedule VII of this Rule.
- (3) For schedule 1, substitute the following Schedule: -

'Schedule - I'
[See rule 20(1) (a) of the West Bengal Minor Mineral Rules, 2002]
Rates of Royalty

	Name of Minor Minerals	Rates
1.	Boulder/Pebbles/Stones/Sand /Stone	Rs.35/- (Rupees Thirty five) per cubic metre
2.	Gravel	Rs.35/- (Rupees Thirty five) per cubic metre
3.	Granite - Black	Rs. 1000/- (Rupees One thousand) per cubic metre
	- Gray	Rs. 625/- (Rupees Six hundred twenty five) per cubic metre
	- Coloured	Rs. 825/- (Rupees Eight hundred twenty five) per cubic metre
4.	Impure Quartz, Kankar & Morrum	Rs.23/- (Rupees Twenty three) per cubic metre
5.	Laterite	Rs.23/- (Rupees Twenty three) per cubic metre
6.	Limeshell & Limestone used for building purpose	Rs.62/- (Rupees Sixty two) per cubic metre
7.	Marble	Rs. 950/- (Rupees Nine hundred fifty) per cubic metre
8.	Other Minor Minerals	Rs.23/- (Rupees Twenty three) per cubic metre
9.	Ordinary Clay/Fuller's Earth/Brick Earth	Rs. 18/- (Rupees Eighteen) per cubic metre

- (4) for schedule II, substitute the following schedule :-

'Schedule - II'
See rule 20 (1) (b) of the West Bengal Minor Minerals Rules 2002]

Rates of Dead Rent

First Year	- Rs. 1250.00 per acre
Second year	- Rs. 1850.00 per acre
Third year and onwards	- Rs. 3000.00 per acre per annum

- (5) after Schedule VI, insert the following Schedule

'Schedule - VII'
(See Rule 16B of West Bengal Minor Minerals Rules, 2002 as amended)

Mining Lease for river-bed materials viz., Sand, Stone, Boulder, etc. (except in situ-hard rocks), kankar, morrum and brick earth on land vested in Govt. shall be granted Panchayat-wise/Block-wise by the District Magistrate for a maximum period of two years

- Each Block identified for exploitation shall be widely notified defining the boundary of the areas with reference to Plot Nos, Mouzas, P.S. etc. by publication in the National Dailies, local News Papers and also in the Notice Boards and the websites of the concerned office at least 30 days before the date of auction to be held at the office of the respective D.L. & L.R.O.
3. Before auction, base price of the mineral to be auctioned is to be determined. For this purpose, the District Magistrate will set up a committee comprising officers of D.L. & L.R.O., Director of Mines & Minerals and any other officer as deem fit.
 4. Any person who intends to obtain a mining lease as notified shall submit sealed tender in the prescribed form along with the documents as required with the deposit of 500/- (Rupees five hundred only) as application and fee Rs. 10,000/- (Rupees Ten thousand only) as earnest money to the appropriate head of account.
 5. D.L. and L.R.O. / authorized officer will act as presiding officer of the auction. On completion of the auction result will be announced by the presiding officer. Generally highest bid offered by a tenderer will be accepted. However, bid will not be treated as accepted unless confirmed by the District Magistrate. In case the highest bid amount and one or more tender amount remain the same, the accepted bid shall be decided by drawing lots.
 6. The deposits as earnest money and application fee submitted by unsuccessful bidders will be returned within fifteen days from the date of confirmation of the bid. The provisionally selected bidder as announced in the D.L. & L.R.O. shall deposit 25% of the bid amount in Govt. Treasury under the proper Head of Account and submit a copy of chalan to the D.L. & L.R.O. on the next working day after announcement.
 7. The District Magistrate shall confirm the accepted amount of bid and select the bidder. He may reject a tender without assigning any reason therefor. If no tender is received over and above the base price he may grant lease on base price or he may order for tender afresh.
 8. The successful bidder on receipt of LOI / grant order from the D.M. shall deposit the remaining 75% of the bid amount in Treasury. He will submit a draft lease deed in Form-I to the D.M. for execution along with copy of chalan showing the said deposit.
 9. If the successful bidder fails to pay 25% of the bid amount or the remaining 75% of the accepted amount before execution of the lease deed, the amount so far deposited by the bidder shall be forfeited by the government.
 10. District Magistrate may cancel auction conducted by the D.L. & L.R.O. if he is not satisfied with the publicity, participation and the offered amount of bid.
 11. A lease deed shall be executed in favor of successful bidder within one month from the date of issue of grant order by the DM.
 12. The successful bidder shall be bound to observe all the provisions of the Rules and Regulations of the Mines and Minerals (Development and Regulation) Act, 1957 and West Bengal Minor Minerals Rules, 2002 as amended and related Environment Protection Rules.

(6) after Form G, insert the following Forms :

(i) **FORM - H**

See Rule 16 B of The West Bengal Minor Minerals Rules, 2002]
FORM OF APPLICATION FOR MINING LEASE
FOR MINOR MINERALS through Auction/Bid
 (To be submitted in triplicate)

Dated Day of 20

To
 The District Magistrate

District

Ref: Notification/Advertisement No..... Dated
 Through District Land & Land Reforms Officer
 [Received on(date) at(time) Initial

Sir,

I/We have to apply for the grant of a Mining Lease under Rule 16 (B) of the West Bengal Minor Minerals Rules 2002.

A sum of Rs. 500/- being the fee and Rs. 10,000/- being the earnest money in respect of this application payable under rule 16 (B) of the said rules has been deposited in.....(Name of Treasury or branch of the State Bank of India doing the Treasury Business) and the relevant challan is attached herewith.

The required particulars are given below :

1. Name of individual (s), Firm or Company
2. Nationality of Individual(s), place of registration or incorporation of firm or company.
3. Profession of Individual(s) or nature of business of firm or company and place of business.
4. Address of the Individuals(s), Firm or Company.
5. Whether the application is for a fresh concession :
6. Mineral or Minerals which the applicant intends to mine
7. Period for which the Mining Lease is required :
8. Details of area in respect of which lease is required :
 - (i) District : (ii) Revenue/Thana :
 - (iii) Mouza/Village: (iv) J.L. No. :
 - (v) Plot No. : (vi) Total Area
 - (iv) Particulars of Map or Plan on 16" = 1 Mile scale, covering area mentioned at S.L.No. (8) is attached :
 - (v) Brief description of the area :
 - (vi) Area and Minerals within the Jurisdiction of the State Government for which the applicant or any person Joint in interest with him -
 - (a) Already holds a lease(s) Mineral : Area
Mouza : District :
 - (b) has already applied for, but not been granted a lease :
 - (c) or, has applied simultaneously :
 - (vii) Nature of Joint interest, if any, under (11) above :
 - (viii) Approximate quantity of minerals(s), expected to be raised annually :
 - (ix) Means, by which the Mineral is to be raised i.e, by hand labour or mechanical or electrical power and the degree or mechanization, if any, contemplated :

- (x) The amount of money proposed to be invested :
- (xi) Past experience of the applicant in the profession of Mining
- (xii) Manner in which the mineral raised is to be utilized, expected consumers and place of consumption of the mineral :
- (xiii) Particulars of leases already held by the applicant :
 - (a) Name of Lessee :
 - (b) Granting Order No. & Date :
 - (c) Date of execution of Lease Deed :
 - (d) Area Granted :
 - (e) Plot Nos. :
 - (f) Name of Mouza : P.S. Dist.
- (xiv) Manner and details of payment of the application fees prescribed in these rule :
 (Note : The fee to be paid to the credit of the State Government under the Head of Account - 0853-Non-Ferrous-Mining & Metallurgical Industries -00 -102 Mineral Concession fees, Rents & Royalties -001 -16)\
- (xv) Number and date of Income -Tax-Clearance Certificate from the Income - Tax Officer (Copy attached) :
- (xvi) Number and date of Mining dues Clearance Certificate (Original attached) :
- (xvii) Number and date of the Sales Tax Clearance Certificate (original attached) :
- (xviii) Amount of Bid :

I/We hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, including accurate plan and security deposit, etc. as required by you before the grant of the lease.

Yours faithfully.

Place
Date

Signature of applicant

(ii)

FORM - I

[See Rule 16B of the West Bengal Minor Minerals Rules, 2002]

model Form of Mining Lease for Minor Minerals through Auction / Bid

THIS INDENTURE made this day of

TWO THOUSAND BETWEEN THE GOVERNOR OF WEST BENGAL (hereinafter referred to as the "Governor") of the One Part And

- | | | |
|---|--|--|
| 1 | Name of person),
son of of
(address and occupation) hereinafter referred to as "the Lessee" (which expression shall, where the context so admits, be deemed to include his heirs, executors, administrators, representatives and permitted assigns). | When the lessee is an individual. |
| 2 | (name and occupation and (name of person) of (address and occupation) hereinafter referred to as the "Lessees" (which expression shall, where the context so admits, be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns.) | When the lessees are more than one individual |
| 3 | (name of person) of ..
(address) and (name of | When the lessee is registered firm or syndicate. |

- (x) The amount of money proposed to be invested :
- (xi) Past experience of the applicant in the profession of Mining
- (xii) Manner in which the mineral raised is to be utilized, expected consumers and place of consumption of the mineral :
- (xiii) Particulars of leases already held by the applicant :
- (a) Name of Lessee :
- (b) Granting Order No. & Date :
- (c) Date of execution of Lease Deed :
- (d) Area Granted :
- (e) Plot Nos. :
- (f) Name of Mouza : P.S. Dist.
- (xiv) Manner and details of payment of the application fees prescribed in these rule :
(Note : The fee to be paid to the credit of the State Government under the Head of Account - 0853-Non-Ferrous-Mining & Metallurgical Industries -00 -102 Mineral Concession fees, Rents & Royalties -001 -16)
- (xv) Number and date of Income -Tax-Clearance Certificate from the Income - Tax Officer (Copy attached) :
- (xvi) Number and date of Mining dues Clearance Certificate (Original attached) :
- (xvii) Number and date of the Sales Tax Clearance Certificate (original attached) :
- (xviii) Amount of Bid :

I/We hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, including accurate plan and security deposit, etc. as required by you before the grant of the lease.

Yours faithfully,

Place :
Date

Signature of applicant

(ii)

FORM - I

[See Rule 16B of the West Bengal Minor Minerals Rules, 2002]

model Form of Mining Lease for Minor Minerals through Auction / Bid

THIS INDENTURE made this day of

TWO THOUSAND BETWEEN THE

GOVERNOR OF WEST BENGAL (hereinafter referred to as the "Governor") of the One Part And

- 1 (Name of person),
son of of
(address and occupation) hereinafter referred to as "the Lessee" (which expression shall, where the context so admits, be deemed to include his heirs, executors, administrators, representatives and permitted assigns).
When the lessee is an individual.
2. (name and occupation and (name of person) of (address and occupation) hereinafter referred to as the "Lessees" (which expression shall, where the context so admits, be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns.)
When the lessees are more than one individual.
3. (name of person) of ...
(address) and (name of

When the lessee is a registered firm or syndicate.

person) of (address) all
 carrying on business in co-partnership at
 (address of the firm or syndicate)

under the name and style of
 (name of the firm or syndicate) registered under the Partnership Act hereinafter
 referred to as the "Lessees" (which expression shall, when the context so admits,
 be deemed to include all the partners of the said firm, their heirs, executors,
 administrators, representatives and permitted assigns).

4. (name of
 company) a company Registered under (Act under which incorporated) and having
 its registered office at (address) hereinafter referred to as the 'lessee" : (which
 expression shall, where the context so admits, be deemed to include its successors
 and permitted assigns).

When the lessee is a
 registered company.

Whereas the Lessee / Lessees has/have applied to the Government of
 West Bengal (hereinafter referred to as the "State Government") for a mining
 lease for (name
 of mineral through Auction in accordance with the West Bengal Minor Minerals
 Rules, 2002 hereinafter referred to as the 'Rules'), in respect of the lands described
 in Part 1 of the Schedule, hereunder written (hereinafter referred to as the
 "Schedule"), and has/have deposited with the State Government the sum of Rs.
 2500/- as security and the sum of Rs. 500/- for meeting the preliminary expenses
 for mining lease and Rs. 10,000 as earnest money.

NOW THIS INDENTURE WITNESSETH that in consideration of
 the rents and royalties, covenants and agreements by these presents and the said
 Schedule reserved and contained and on the part of the Lessee/ Lessees to be
 paid, observed and performed the Governor doth hereby grant and demise unto
 the Lessee/Lessees ail those the mines beds/veins seams of (here state the mineral
 or minerals) (hereinafter and in the said Schedule referred to as the "Mineral")
 situated lying and being in or under the lands mentioned and described in Part I of
 the said Schedule, together with the liberties, powers and privileges to be exercised
 to enjoy in connection therewith, which are mentioned in Part II of the said Schedule,
 subject to the restrictions and conditions as to the exercise and enjoyment of such
 liberties, powers and privileges which are mentioned in Part III of the said Schedule,
 EXCEPT and reserving out of this demise unto the State Government the liberties,
 powers and privileges mentioned in Part IV of the Schedule, TO HOLD the
 premises hereby granted and demised unto the Lessee / Lessees from the
day 20 for the term of 2(Two) years
 thence next ensuing YIELDING AND PAYING therefore unto the State
 Government the several rents and royalties mentioned in Part V of the said
 Schedule, at the respective times therein specified, subject to the provisions
 contained in Part VI of the said Schedule, and the Lessee / Lessees hereby
 covenants / covenant with the State Government as in Part VII of the said Lessee
 / Lessees as in Part VIII of the said Schedule is expressed. And it is hereby
 mutually agreed between the parties hereto as in Part IX of the said Schedule is
 expressed. In Whereof these presents have been executed in manner hereunder
 appearing the day, month and year first above written.

The Schedule above referred to

PART - I

The area of this lease

All that tract of lands situated at Location and area of the
(description of area of areas) lease.
in (paragraph) within Registration
district of Bearing cadastral
survey No a containing an area of
..... or thereabouts delineated on the plan hereto annexed and thereon marked
with
lines/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")

PART - II

Liberties, Powers and Privileges to be exercised and enjoyed by the Lessee/Lessees subject to the restrictions and conditions in Part III.

- | | |
|--|---|
| Liberty and power at all times during the term hereby demised to enter upon the said lands and to search for, mine, bore, dig, drill for win, work, dress, process, convert, carry away and dispose of the said mineral. | To enter upon land and search for win. work etc. |
| 2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive: made, maintain and use in the said lands and pits, shafts, inclines, drifts, levels, waterways, airways and other works (and to use, maintain, deepen or extend any existing works of the like nature in the said lands). | To Sink, drive and make pits, shafts and inclines etc. |
| 3. Liberty and power for or in connection with any of the purpose mentioned in this part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, furnaces, brick-kilns, work ships, store house, bungalows, god owns, sheds and other buildings and other works and conveniences of the like nature on or under the said lands. | To bring and use machinerv equipment. etc. |
| 4. Liberty and power for in connection with any of the purposes mentioned in this part to make any roads and other ways in or over the said lands and to use, maintain and go and repass with or without horses, cattle or other vehicles over the same (or any existing tramways, railways, roads and other ways in or over the said lands) on such conditions as may be agreed to. | The make Roads and waysect and use existing roads and ways. |
| 5. Liberty and power for or in connection with any of the purposes mentioned in this part, but subject to the rights of any existing or future lessees, and with the written permission of the District Authority of.....(name of district) | To use water from streams, etc. |

(hereinafter referred to as the said District Authority) to appropriate and use water from any streams, water-courses, springs or other sources in or upon the said lands and to divert, step up or dam any such streams or water-course and collect or impound any such water and to ake, construct and maintain any water-course, culverts, drains or reservoirs, but not so 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 streams or springs : (provided that the Lessee / Lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream, without the previous written permission of the State Government), to sink, drive, made, maintain and use in the said lands and pits, shafts, inclines, drifts, levels, waterways, airways and other works (and to use, maintain, deepen or extend any existing works of the like nature in the said lands).

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

To use land for stacking, heaping or depositing purpose.
7. Liberty and power for or in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as provided in clause 3 of Part III of this Schedule, to clear undergrowth and bush wood and to fell and utilize any trees or timber standing or found on the said lands provided that the State Government may ask the Lessee/Lessees to pay for any tree or timber felled and utilized by him/them/it at the rates specified by the said District Authority or the State Government.

To clear brush wood and to fell and utilize trees. etc.

PART - III

Restrictions and conditions as to the exercise of the liberties, powers and privileges in Part III

1. No building or thing shall be erected, set up or placed and no surface operations shall be carried on in or upon any public pleasure grounds, burning or burial ground or place held sacred by any class of persons or any house or village site, public road or other place, which the State Government may determine as public ground, not in such a manner as to injure or prejudicially affect any buildings, works, property or rights of other persons and no land shall be used for surface operation, which is already occupied by persons other than the State Government for works or purposes not included in this lease. The Lessee/Lessees shall not also interfere with any right of way, well or tank.

No building, etc., upon certain places.
2. The Lessee/Lessees shall not without the express sanction of the District Authority cut down or injure or allow any person to cut down or injure any timber or trees on the said lands, but may without such sanction clear away any bushwood or undergrowth, which interferes with any operations authorized by these presents. The said District Authority of the State Government may require the Lessee/Lessees to pay for any tree or timber felled and utilized by him / them / it with the sanction of the said District Authority at the rates specified by the District Authority or the State Government. In case the Lessee/Lessees cuts/cut down or injure or allow any person to cut down and injure any timber or tree without the sanction of the said District Authority in writing, the Lessee/Lessees shall be bound to pay pn demand made by the said District Authority compensation at a rate not exceeding rupees fifteen hundred (Rs. 1500) per per tree or timber, as specified by the said

Not to work in reserved forest nexcept on condition.

District Authority or the State Government over and above the market price of the said damaged tree/timber.

3. The Lessee/Lessee shall not work or carry on or allow to be worked or carried on any railway line, except with the previous written permission of the Railway Administration concerned or from any reservoir, public roads, canal or other public works or buildings or inhabited site or within 9.14 metres (10 yards) of any village roads, except with the previous permission of the District Authority or any other officer authorized by the State Government in this behalf and otherwise than in accordance with such instructions. Restrictions and conditions either general or special which may be attached to such permission. The said distance of 100 meters shall be measured in the case of railway, reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting, as the case may be and in case of a building horizontally from the plinth thereof and the said distance of 9.14 meters { 10 yards) shall be measured the case of village roads from the edges of the roads.

No mining operations within 100 metres of public works etc.

Explanation : For the purposed of this clause, the expression "Railway Administration" shall have the same meaning, as it is defined to have in the Indian Railways Act, 1890, by section 3. subsection (6) of that Act, "Public Road" shall mean a road which has been constructed by artificially surfaced as distinct from a tract resulting from repeated use The village road shall mean a road other than "Public Road" and which has been shown as road in Revenue Settlement maps.

4. The Lessee/Lessee shall allow existing and future holders of government quarry permits or lessees over any land, which is comprised in or adjoins or I reached by the land held by the Lessee/Lessee reasonable facilities of access thereto

Provided that no substantial hindrance or interference shall be caused by such holders of quarry permits or lessees to the operations of the lessee/Lessee under these presents and fair compensation shall be made by such holders of quarry permits or lessees to the Lessee/Lessee for all loss or damage sustained by the Lessee/Lessee by reason of the exercise of this liberty.

5. Nothing shall be done by the lessee/Lessee or his/their/its employees, which may cause a forest fire Proper precautions shall be taken all times to prevent such fires.

Forest Fire.

PART - IV

Liberties, powers and privileges reserved to the State Government

Liberties and power for the State Government / District Authority or any lessee or person, authorized by it in that behalf to enter into and upon the said lands and to search for win, work, dig. raise, dress, process, convert and carry away minerals, other than the said mineral any other substances and for those purposed to sink, drive, make, erect, construct, maintain and use such pits, shafts inclines, drifts levels and other lines, waterways, water courses, drains, reservoirs, engines, machinery, plant, buildings, canals, tramways railways, roadways and other works and conveniences, as may be deemed necessary or convenient;

To work other minerals.

Provided that in the exercise of such liberty and power no substantial hindrance or interference shall be caused to with the liberties, powers and privileges of the lessee/Lessee under these presents and that fair compensation shall be made to the Lessee/Lessee for all loss or damage sustained by the Lessee/Lessee by reason or in consequence of the exercise of such liberty and power.

- Liberty and power for The State Government/District Authority or any lessee or person authorized by it in that behalf to enter into and upon the said lands and to make upon, over or through the same any railways, tramways, roadways or pipelines for any purpose, other than those mentioned in Part II of these presents, and to get from the said lands stones, gravel, earth and other and other materials for making, maintaining and repairing such railways, tramways, and roads or any existing railways, tramways and roads and to go and repass at all times with or without horses cattle or other animals carts, wagons, carnages, trucks, cars, locomotives or other vehicles over or along any such railways, tramways, roads, lines and other vehicles over or along any such railways, tramways, roads, lines and other ways for all purposes and as occasions may require provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or in reference shall be caused to or with the liberties, powers and privileges of the Lessee/Lessees under those presents and that fair compensation shall be made to the Lessee/Lessees for all loss or damage sustained by the Lessee/Lessees by reason or in consequence of the exercise by such lessee no person of such liberty and power.
- 3 The Lessee/Lessees shall have no claim against the State Government/District Authority for compensation or damage in respect of land having been included in this lease, which has already been included in some previous lease, but that the Lessee/Lessees shall be entitled to proportionate reduction of the assessment in respect of any land covered by the lease, which may subsequently be discovered not to have been available for lease.
4. In case there are reasons to believe at any time that valuable mineral or minerals exist along with the mineral, for which this lease is being granted, the State Government/District Authority may issue such order for the compliance of the Lessee/Lessees as the State Government/District Authority may think proper for proper dumping of the tailings or screened rejects of the mineral treated or treatment of the mineral for which this lease is being granted The grant of this lease to the Lessee/Lessees will always be without prejudice to the right of the State Government/ District Authority to terminate the lease if the mineral leased is found any time to contain any valuable mineral, separation of which is not opinion of the State Government / District Authority, easily possible or within the means of the Lessee/Lessees

To make railways and roads.

Lease by Mistake.

Action in case of occurrence of valuable minerals.

PART - V

Rents and Royalties reserved by this lease

- 1 The Lessee/Lessees shall pay in respect of any half-yearly period either the dead rent reserved by clause 2 of this part or The sum of the royalties reserved by clause 3 of this part whichever is greater.
2. Subject to the provision of clause of this Part, as from the day of 20.....during the subsistence of the lease the Lessee/Lessees the Lessee/Lessees shall pay to the State Government (in four equal quarterly installments on the..... day of each of the months of each year) certain annual dead rent at the rates prescribed in Schedule II to The rule for the lands, described in Part I of the Schedule (here insert the amount payable), subject to revision by the State Government at any time by modification of any modification of Schedule II of the rules.
- 3 Subject to the provision of clause 1 of this Part, the Lessee/Lessees shall during subsistence of this lease pay to the State Government / District Authority (in four

To pay dead rent or royalty whichever is greater.

Rate and mode of payment.

Rate and mode of payment of royalty.

qual quarterly installments on the day of each of the months' of: Each year) royalty, in respect of any mineral/minerals removed by him/them at the rate for the time being specified in the Schedule 1 of the rule.

4. The Lessee/Lessees shall pay to the State Government/District Authority rent in respect of all parts of the surface of the said lands, which shall from time to be occupied or used by the Lessee/Lessees under the authority of these presents, at the rate of Rs 90/- per annum per acre or at such higher rate as the state Government may decide on revision of the area so occupied or used or so in proportion for any area less than an acre during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall so far as possible be restored to its original condition (which rent shall be paid upon each of the quarterly dated hereinbefore appointed for the payment of the installments of the certain annual dead rent), provided that no such rent 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 to access
- 4.(a) The lessee shall pay to the state government water rate Rs 54 per acre every year or at such higher as the state Government may decide on revision.
5. The Lessee/Lessees shall duly and regularly pay To the appropriate authority all cesses, taxes and local dues in respect of the leased area, said mineral or the working of the mines in additions to the rent and royalty so payable as aforesaid.

Payment of surface rent.

Payment of cesses and taxes.

PART - VI

Provisions relating to the rents and royalty ;

- The rent and royalty mentioned in Part V of this form shall be paid free from any deductions to The State Government at District Treasury and in such manner as the State Government / District Authority may direct.
- 2 For the purpose of computing the said royalties the Lessee/Lessees shall keep a correct account of the mineral/mineral produced and dispatched. The accounts as well as the quality of the mineral / minerals in stock or in the process of export may be checked by any officer by the State Government.
- 3 The 'accounts for each month in respect of raising, stock sale, dispatch, local consumption, royalty and rent due and paid shall be completed within fifteen days of the month following and true copy of each duly signed by the Lessee/Lessees or his/their Ms authorized agent shall be sent to (1) C&l dept, (2) The district Magistrate (3) The D.L & L.R.O with seven days' thereafter.
- 4 The Lessee/Lessees shall be liable to pay interest at the rate prescribed by the Government on any amount remaining payable to the State Government / District Authority.
- 5 Should the royalty and/or rent reserved and made payable by the lessee be not paid within one month next after the date fixed in the lease for the payment of the same, the State Government/District Authority may enter upon the premises and distrain all or any of the mineral or beneficiated products thereof or moveable property therein or of so much of them as will suffice for the satisfaction of the rent and/or royalties due, and all cost and expenses occasioned by the nonpayment thereof. If any royalty or rent remains at any time unpaid for three calendar months after the date on which it is due the Government may determine the lease and take possession of the premises comprised thereon These rights shall be without prejudice to the right of the Government/District Authority to realize the dues under the Bengal Public Demands Recovery Act or any Statutory modification thereof for the time being in force.

Rent and royalty to be free from deduction.

Mode of computation of royalty.

Monthly account to be sent to State government.

Interest on arrear payments.

Course of action if rents and royalties are not paid

PART - VII**The covenants of the Lessee/Lessees**

1. The Lessee/Lessees shall pay the rents and royalties reserved by this lease at such times and in the manner provided in Parts V and VI of these presents and shall also pay and discharge all taxes, rates, cesses, assessments and impositions whatsoever being in the nature of public demands, which shall from time to time be charged, assessed or imposed by the authority of the State Government/ District Authority, upon or in respect of the premises and works of the premises and works of the Lessee/Lessees in common with other premises and works of a like nature, except demands for land revenue. Lessee to pay rents, royalties taxes etc.
2. The Lessee/Lessees shall at his/their/its own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear of shrubs and other obstructions as to allow easy identification. To maintain and keep boundary marks in good order.
- 3(a) Unless the State Government/District Authority for good cause permits otherwise, the Lessee/Lessees shall commence operations within three months from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for work and develop the said minerals without voluntary intermission in a skilful and workman-like manner and in accordance with any Central or State Act and rules and regulations made thereunder for the purpose and for the time being in force without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops, buildings, structures or other property thereon. For the purposes of this clause operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine. The State Government / District Authority shall be fully competent in whatever and by whatever agency it likes to determine, whether the work is carried on properly and skillfully and in accordance with any Central or State Act and rules and regulations made there under for the purpose and for the time being in force or whether the work was commenced within three months from the date of registration of the duly executed lease deed. To commence operations within three months and work in workman-like manner.
 - (b) The lessee shall extract and dispatch minimum cum. of, (name of mineral) from the leasehold area per annum failing which penalty to the tune of double the amount of royalty that should have accrued on the shortfall quantity shall be realized from the lessee at the end of the year.
 - (c) No mining will be allowed within 20mtrs from the bank of river
 - (d) For actual operation of quarrying or digging 10 (ten) yards clear margin should be kept full the out bond any of the adjacent plot / plots and maintained throughout the operation
 - (e) During the period of the lease the Govt. shall have the authority to stop mining in case of possible danger in the interest of the river management and / or protecting of environment on the recommendation of the concerned department of the Govt.
 - (f) In the event it is subsequently detected that the entire area or a part of the area granted in mining lease falls within "Forest" the lessee shall forthwith surrender the lease to the Government
 - (g) The lessee shall have to take such precautionary measures as may be necessary by the Govt. or as to prevent danger and damage to the lives and the properties of private persons and of the public as well.
 - (h) Extraction of minerals shall have to be beyond notice in the form of any river, bridge or over any water ways or free the embankment and structural works of Irrigation and waterways Deptt.

- (i) No mining operations at any point 200 mtr for any hydraulic structure, bridge, recenoir, canal, road, & other public works or building shall be allowed except with The previous permission in writing of the stage Govt. in irrigation & waterways Deptt. And/or in irrigation & waterways Deptt. And/or public works (Rats) Deptt.
- (j) No mining shall be allowed within a specified distance of road bridge within which mining/excavation/quarrying has been banned by the State Govt. by notifications issued from time to time in The interest of safety of the bridge concerned.
- (k) Extraction of minerals should be done beyond a distance of at least 5(five) kilometers from the barrage axis/dam axis so far as river Shiltersa is concerned. The distance is to be reckoned across as imaginary line paralled to the barrage/ dam axis or/and to the end face of the structured as the case may be, depending on the location of the mines(s)
- (l) Extraction of boulders, singles and sand should be made within the Central one third portion of the river bed. Where width of river bed is thirty meters or Jess and extractions / mining operations should not be made except with the written permission of Irrigation and Waterways Deptt.
- (m) The depth of extraction should not be more than one metre from the existing river bed level.
4. The Lessee/Lesseees shall make and pay such reasonable satisfaction and compensation, as may be assessed by lawful authority, in accordance with the law in force on the subject, for all damage, injury or disturbance, which may be done by him/them/it in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the State Government/District Authority against all claim, which may be made by any person at persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith. To indemnify State Government against all claims.
5. The Lessee/Lesseees shall, during the subsistence of this lease, throw the refuse from the excavations at places approved by the State Government/District Authority or an officer authorized by the State Government/District Authority on i.iis behalf. To throw Refuses in places.
6. The Lessee/Lesseees shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government/ District Authority, as the case may be, any part of the mine, which in its opinion requires such strengthening of support, for the safety of any railway, reservoir, canal road and any other public works or structures. To strengthen and support the mines to necessary extent.
7. The Lessee / Lesseees shall allow the District Authority or any other officer authorized by the Slate Government in this behalf to enter upon the said premises including any building, excavation or land comprised in the lease for the purpose of inspecting, examining, measuring, surveying and making plans thereof, sampling and collecting any data and the Lessee / Lesseees shall with proper person employed by the Lessee / Lesseees and acquainted with the mines and work effectually assist such officers, against, servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with the working of the mines which they may reasonably require, and also shall and will conform to and observe all orders and regulations which The State Government in this behalf as the result of such inspection or otherwise may from time to time see fit to impose. To allow inspection of working.
8. Lessee/Lesseees shall without delay send to the Collector/Deputy Commissioner a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life o\" property, which may occur in the course of operations under this lease. To report accidents.

9. Whenever the Lessee/Lesseees shall find in the said
- (a) lands any mineral other than the said mineral, the Lessee/Lesseees shall immediately report such discovery in writing to the State Government/District Authority with full particulars of the nature and position of each such mine. He/they/it or any of his/their/its Employed or employees shall not win and dispose of the newly discovered mineral or minerals without first obtaining a lease in respect of those minerals. To report Discovery of other minerals.
 - (b) If the Lessee/Lesseees intends / intend to work such newly discovered mineral or minerals, he/they/it shall within three months of making such report, as is mentioned in sub-clause (a) of this clause, intimate his/their/its intention to the State Government/District authority and apply for mining lease in respect thereof in accordance with the rules regulating the grant of mining concessions for that mineral But such mining lease shall not be claimed as a matter of right.
 - (c) If the Lessee/Lesseees intimate (s) his/their/its intention not to work the newly discovered minerals or fails to intimate intention to work it with or within a period of three months, it shall be open to the State Government to grant a lease for the working of the same to any other person.
10. The Lessee/Lesseees 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 (bound and paged) of accounts, which shall contain accurate entries showing from time to time. To keep record and accounts regarding production and employees, etc.
- (1) Quantity and quality of said minerals realized from the said lands.
 - (2) Quantity of the various qualities of minerals beneficiated or converted (for example, limestone converted into lime).
 - (3) Quantities of the various qualities of the said mineral sold and exported separately.
 - (4) quantities of the various qualities of the said mineral otherwise disposed of and the manner and purpose of such disposal.
 - (5) the prices and all other particulars of all sales of said mineral.
 - (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) the stock of said mineral undisposed,
 - (8) the records of labour employed, the address of their village of origin, their wages and other emoluments in Cash or kind.
 - (9) the full particulars, together with addresses of the party or parties to whom the mineral/minerals has/have been sold, the date of sale, the number of railway wagon together with the station from which dispatched and in the case of dispatches by trucks, the registered numbers of the trucks and in case of dispatches by carts, the names, address of the owner of the carts,
 - (10) such other facts, particulars and circumstances as the State Government District Authority may from time to time require and shall also furnish free of charge to such officers and at such times, as the State Government District Authority 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 officers, as the State Government/district authority shall in that behalf appoint to enter into and have free access to the said office for the purpose of examining and inspecting the said books of accounts and to make copies thereof and make extracts there from.
- 10(a) If any mineral from the land is dispatched or transported from the said land in a truck or cart or other vehicles, the Lessee/Lesseees shall do so under a challan in duplicate regarding the quantity of the mineral and the destination thereof, and a copy whereof should be made over to and carried by the driver of the said truck, card or vehicle. To maintain plans, etc

11. The Lessee/Lesseees shall at all times during the said terms maintain at the Mine office correct, intelligible up-to-date and complete plans of the mines in the said lands, on a scale of not less than 16" = 1 mile. Lessee/Lesseees shall also allow any officer authorized by the State Government/District Authority to inspect the same at all reasonable times.
12. All stagnant pools of water within the leasehold area, whether formed as a result of mining or not, shall be Regularly treated with anti-mosquito insecticide during the continuance of the lease. Treatment of stagnant pools.
13. If at any time any underground excavation is made or the number of persons employed in the mine exceeds 50 or the depth of the quarry exceeds 20' feet at any place of if any explosive is used in the mine at any time, a notice specifying the details about the number of persons Employed, maximum depth of any quarry, explosives used and the location and ownership of the mine together with the address of the owner shall be sent to the Director - General of mines Safety in India, P.O. Dhanbad, Bihar.
14. (i) The Lessee shall not without the previous consent in writing of the State Government - Transfer of Lease.
 - (a) assign, 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/Lesseees :
Provided that the State Government shall not give its written consent unless :-
 - (i) The Lessee/Lesseees has/have furnished an affidavit long with his application for transfer of the mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee ;
 - (ii) Without prejudiced to the above provisions, the Lessee/Lesseees may, subject to the conditions specified in the said rules transfer this lease or any right, title interest therein, to a person holding a valid Income-Tax Clearance certificate and a Certificate of Clearance of mining dues on payment of a fee of rupees on hundred (Rs.100) to the State Government.
 - (iii) The State Government may, be order in writing, determine the lease at any time of the Lessee/Lesseees has/have in the opinion of the State Government committed a breach of any of the above provisions of has/have transferred the lease or any right, title or interest therein otherwise than in accordance with clause (ii) Provided that no such order shall be made without giving the Lessee/Lesseees a reasonable opportunity or staying his/their case.
15. The lease shall not be controlled and the Lessee/ Lessee shall not allow himself / themselves / itself to be controlled by any trust, syndicate, corporation, firm or person except with the previous written consent of the State Government. The Lessee/ Lesseees shall not enter into or make any arrangement compact or understanding whereby the Lessee/Lesseees will or may be directly or indirectly financed by or under which the Lessee's/Lesseees' operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any trust, syndicate, corporation firm or person unless with the written sanction of the State Government given prior to such arrangement, compact or understanding being entered into or made and any or every such arrangement, compact or understanding as aforesaid entered into or made with such sanction as aforesaid, shall only be entered into or made with such sanction as aforesaid, shall and shall always be subject to an express condition binding upon the other party

- or parties thereto that 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. Provided that this clause shall not be applicable when the lease is controlled or financed by the West Mineral Development and Trading Corporation Ltd. (a Government of West Bengal undertaking).
- 16 Whenever the security deposit of Rs.2,500/- or any part thereof or any further sum hereinafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the State Government pursuant to the power hereinafter decreed in that behalf, the Lessee/Lessees shall deposit with the state Government such further sum, as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the state Government up to the sum of Rs.2,500 (Rupees two thousand five hundred only).
- 7 The Lessee/Lessees shall at the expiration or sooner Determination of the said term of lease or any renewal thereof, deliver up to the State Government / District Authority all mines, pits, shafts, inclines, drifts, levels, waterways, airways and other works now existing hereinafter in be sunk or made on or under the said lands, except such as have been abandoned with the sanction of the state Government / District Authority and in an ordinary and fair course of working all engines, machinery, plant, buildings structures, other works and conveniences, which at the commencement of the said term, were upon or under the said lands and all such machinery set up by the Lessee/Lessees below ground, which cannot be removed without causing injury to the mines or works under the said lands (except such of the same as may with the sanction of the state Government have become disused), and all buildings and structures of bricks or stone erected by the Lessee/Lessees above ground level in good repair and condition and fit in all respects for further working of the said mines and the said mineral.
- 18 a) The State Government / District Authority and any other authority authorized by the state Government for the purpose shall from time to time and at all times during the said term of the lease have the right of preemption the said mineral (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 of minerals required by the State Government / District Authority or any such authority under the power conferred by these provisions in the quantities at the times in the manner and at the place specified by the State Government / District Authority or such authority. The Lessee / Lessees shall indemnify that State Government / District Authority against claims of any third party in respect of such minerals.
- b) Should the right of pre-emption conferred by the present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the state government / district authority or the central government or any other authority be detained on demurrage all due for demurrage according to the terms of the charter party of such vessel, unless the state government / district authority or the authority authorized by the state government in this behalf shall be satisfied that the delay is due to causes beyond the control of the lessee / lessees.
- c) The price to be paid for all minerals or products of mineral taken in pre-emption by the state government / district authority or the authority authorized by the state government in this behalf in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption.
- Provided that in order to assist in arriving at the said fair market price the lessee/
- Lessee shall deposit any additional amount necessary to replenish security deposit.
- Delivery of workings in good order to state Government after determination of lease.
- Right of preemption.

lessees shall, if so required, furnish to the state government for the confidential information of the state government particulars of the quantitative descriptions and prices of the said mineral and the products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officers, as may be directed by the state government/district authority, original or authenticated copies of contracts and charter parties entered into for the sale on freightage of such minerals or products.

d) The Lessee/Lessees agrees/agree notwithstanding anything to the contrary in this clause, to supply such quantity of the mineral as may be required by any government department or local authorities, for work within this district at a rate of 5 percent less than that of the local prevailing market rate.

19. In the event of the existence of a state of war or emergency, of which existence the President of India shall be the sole judge and notification to this effect in the Gazette of India shall be the conclusive proof, the State Government shall from time to time and all times during the said term have the right, to be exercised by a notice in writing to the Lessee/Lessees, forthwith to take possession and control of the works, plant, machinery and premises of the Lessee/Lessees on or in connection with the said lands or operations under this lease and during such possession or control the Lessee/Lessees shall conform and obey all directions given by or on behalf of the state government regarding the use of 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 Lessee/Lessees for all loss or damage sustained by him / them / it by reason or in consequence of the exercise of the powers conferred by this clause and provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.
20. Notwithstanding anything contained in this lease, the Lessee/Lessees on receipt of a notice in writing from the Collector/Deputy Commissioner or an officer appointed by the state Government/District Authority for the purpose, stating that or he considers the Lessee's/Lessees' operations on the land delineated in the plan to involve danger to the stability of any bridge or hydraulic structure either existing or under construction, at any time, now or in future in the neighborhood by reason of extraction of mineral by the Lessee and requiring him to desist from such operation on forthwith shall desist from such operations. The Lessee/Lessees shall not claim any compensation for stoppage of work in respect of the delineated area.
21. The storage and use of any explosives shall only be in accordance with the provisions of Indian Explosives act. The Metalliferous Mines Regulations for the time being in force and any lawful directions of the Director General of Mines safety. The Lessee / Lessees shall be responsible for and see and ensure that no explosive intended for the mine is pilfered or misused or used for purposes, within or outside the lease area other than mining with the lease area.
22. If any boundary dispute or dispute regarding the right of way or any other dispute, whatsoever regarding the construction of any term or condition in the lease arises between the Lessee/Lessees and the Lessee of any adjoining block already leased under similar terms or which may subsequently be lease, the lessee / lessees shall be bound to submit such dispute to the decision of District Authority / Deputy commissioner or to an officer appointed by the State Government for the purpose. The decision of the Collector / Deputy Commissioner / District Authority or such officer shall be appealable to the State Government in due course and the decision

Action in case of war or national emergency.

Danger of land ship and stability of bridge.

Storage and use of explosives.

Boundary dispute.

- of the State Government thereon shall be final and binding on the Lessee / Lessees.
23. If the Lessee / Lessees is / are any time convicted of any criminal offence directly or indirectly connected with the lease or the mine or the mineral worked therefrom, he / the / it shall be bounded to inform or cause to inform within a month of such conviction the state Government / District Authority about such conviction. If the State Government / District Authority considers such offence, for which the Lessee / Lessees has / have been convicted of a serious nature making him / them / it undesirable to hold the lease of if the lessee / lessees fails / fail to inform or cause to inform the State Government / District Authority about the conviction, the lease may be terminated by giving three months' notice.
 24. The Lessee / Lessees shall not without the previous sanction in writing of the State Government / District Authority employ any person, for work within the lease area or in connection therewith, who is not an Indian National. Employment of foreign nationals.
 25. The Lessee shall take such measures for planting trees in the same area or any other area selected by the State Government not less than twice the number of trees destroyed by reason of mining operation. To pay trees.
 26. The lessees shall pay to the occupier of the surface land under mining lease such compensation as fixed by the concerned authority. To pay compensation.
 27. The lessee shall observe the provision of Mines Act, 1952 and shall comply with mineral conservation and development rules framed under section 18. To observe the provisions of Mines Act. 1952 & Mineral conservation & development rules.
 28. The lessees shall not pay a wage less than the minimum wage prescribed by the state Government. To pay minimum wage.
 29. The Lessee / Lessees shall abide by all existing laws and rules and regulations enforced by the Government of India or the State Government / District Authority and all such other laws, rules and regulations, as may be enforced from time, in respect of working of mines and minerals and other matters affecting the safety, health and convenience of the employees of the lessee / lessees or of the public. On receipt of a notice from the State Government / District Authority or this behalf regarding any unlawful or irregular work in connection with the working of the mine, the lessee / lessees shall forth with take steps to rectify the same. The Lessee / Lessees shall also be bound to pay compensation to the State Government / District Authority for all losses due to any illegal or unlawful work done by the Lessee / lessees or his / their / its employees. To abide by rules and regulations.

PART - VIII

The covenants of the State Government

- The Lessee / Lessees paying the rents and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the Lessee / Lessees to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for an during the term hereby granted without any unlawful interruption from or by the State Government / District Authority, or any person rightfully claiming under it. Lesseemay hold and enjoy rights quietly.
2. If in accordance with the provisions of clause 4 of part VII of this form the Lessee / Lessees shall offer to pay to occupier of the surface of any part of the said lands compensation for any damage of 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 owners reserved to the State Government / District Authority and demised to the Lessee / Lessee / Lessees by these presents and the Lessee / Lessees shall report the matter to the State Government / District Authority Acquisition of lands of third parties and compensation thereof.

and shall deposit with it the amount offered as compensation and if the State Government / District Authority is satisfied that the amount compensation offered is fair and reasonable or if is not so satisfied and the Lessee / Lessees shall have deposited with it such further amount as the State Government / District Authority shall consider fair and reasonable, the State Government shall order the occupier to allow the Lessee / Lessees to enter the land to carry out such operations, as may be necessary for the purpose of this lease. In assessing the amount of such compensation the State Government / District Authority shall be guided by the principles of the Land Acquisition Act.

If, however the lessee / lessees fails / fail to get possession in the lands to carry out such operations, as may be necessary for the purpose of this lease, he / they / it shall not be entitled to claim any damage, reduction in rent or royalties or reduction in any sum payable by him / them / it. The lessee / lessees, by these presents, takes upon himself / themselves / itself the entire responsibility to secure possession of the surface lands, not belonging to the state government required for his mining purpose and the State Government has no obligation to do the same.

3. The Lessee / Lessees may at any time determine this lease by giving not less than six calendar months previous notice in writing to the State Government and upon the expiration of such notice, provided that the lessee / lessees shall upon such expiration render and pay all rents, royalties, compensation for damages and other moneys, which may then be due and payable under these presents to the State Government or any other person or persons, and shall deliver up these presents to the State Government and then this present lease and the said term and the said term and the liberties, powers and privileges hereby granted shall absolutely cease and determine, but without prejudice to any right or remedy of the Governor and for State Government in respect of any breach of any of the covenants or agreements contained in these presents.

Liberty to determine
surrender or relinquish any
part of the leased area.
4. On such date as the State Government may elect within twelve calendar months after the determination of this lease or of any renewal thereof, the amount of the security deposit paid in respect of this lease and then remaining in deposit with the state government and not required to be applied to any of the purposes mentioned in this lease, shall be refunded to the lessee / lessees. No interest shall run on the security deposit.

Refund of Security
deposit.

PART - IX

General Provisions

In case of breach of any of the conditions of the lease other than mentioned in clauses 2 and 3 of this part, the State Government may require the lessee / lessees or his / their / its transferees or assignees to pay penalty not exceeding an amount equivalent to three times the amount of annual dead rent specified

Under clause 2, Part V.

Breach of any condition.

2. In case the Lessee / Lessees or his / their / its transferees or assignees obstructs / obstruct or does / do not allow entry or inspection, by the officers authorized by the State Government and in case of breach of any of the conditions of the lease mentioned in clause 1 of Part III and clause 14, 15 and 24 of Part VII, the State Government may cancel the lease and forfeit the whole or part of the security deposit and re-enter and take possession of the demised property and mines.

Obstruction to inspection.
3. In case the Lessee / Lessees or his / their / its transferees or assignees commit breach of any of the conditions specified in (clause 4 of Part III) and clauses 2, 3, 6, 9, 25 and Part VII, then and in any such case the State Government shall give notice in writing to the lessee / Lessees or his / their / its transferees or assignees,

Breach of any other
conditions.

as the case may be, asking him / them / it to remedy the breach within thirty days from the date of the notice and if the breach is not remedied within such period, the state Government may determine the lease.

Provided that nothing herein contained shall debar the State Government from enforcing any other right or remedy that the State Government may have against the Lessee / Lessees or his / their / its transferees or assignees under any other provisions herein contained and re-enter and take possession of the demised property and mines.

Note : The portion within bracket to be omitted if this clause has been omitted in Part III.

4. In case of breaches of the covenants and agreements by the Lessee / Lessees, on which the aforesaid notice has been given, the state Government in lieu of giving notice may impose such penalty not exceeding three times the amount of annual dead rent specified in clause 2 of Part V. To pay penalty in case of Breach.
5. Failure on the part of the Lessee / Lessees to fulfill any of the terms and conditions of this lease shall not give the State Government any claim against the Lessee / Lessees or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force majeure, and if through force majeure the fulfillment by the Lessee / Lessees of any of the terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed by this lease. In this clause the expression "force Majeure" means act of God, war, insurrection, riot, civil commotion, strike, earthquake, tide, storm, tidal wave, flood, lighting, explosion, fire, and other happenings, which the Lessee / Lessees could not reasonably prevent or control. Failure to fulfill the terms of lease due to "Force Majeure".
6. In case of a breach of clause 2, 3, 4 of Part VI by way of submission of any wrong returns / accounts, the Lessee / Lessees are liable to pay a penalty of a sum of Rs.5,000/- for each wrong statement to the State Government / District Authority in addition to the dues as per correct figures. Action against breach of clauses 2. 3. 4 of Part VI.
In case of a breach of aforesaid clauses by way of late submission of returns within the specified time the lessee shall be liable to pay a penalty of Rs.50/- per day after expiry of the prescribed date.
7. The Lessee / Lessees having first paid and discharged the rents and royalties payable by virtue of these person to may at the expiration or sooner determination of the said term or within six calendar months thereafter, take down and remove for his / their / its own benefit all or any engines, machinery, plant, building, structures, tramways, railways and other works, erections and conveniences which may have been executed, set up or placed by the Lessee/Lessees in or upon the said lands and which the Lessee / Lessees is /are not bound to deliver to be state government under clause 17 of Part VII of this form and which the State Government shall not desire to purchase. Lessee to remove his properties on the expiry of lease.
8. If at the end of six calendar months after expiration or sooner determination of the said term or after the date, from which any surrender by the Lessee / Lessees of the said lands under the provisions contained in clause 4 of Part VIII of this form become effective, there shall remain in or upon the said land any engineers, machinery, plant, buildings, structures, tramways, railways, and other works, erections and conveniences or other property, the same shall, if not removed by the Lessee / Lessees within one calendar month after notice in writing requiring their removal has been given to the lessee / lessees by the Government, be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay and compensation or to account to the Lessee / Lessees in respect thereof. Forfeiture of property left more than six months after determination of lease.

- 9 Without prejudice to any other mode of recovery authorized by any provision of this lease or by any law, all amounts failing due hereunder against the Lessee/ Lessees may be recovered as a Public Demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force. Recovery under the Bengal Public Demands Recovery Act.
- 10 For the purpose of stamp duty, the anticipated royalty is Rs. Per year. Anticipated royalty for the purpose of Stamp duty
The Managing Agent of the Lessee / Lessees shall be equally responsible and liable as the Lessee / Lessees. Responsibility of Managing Agents, if any.
- 12 The terms and conditions herein contained may be revised at the option of the State Government when any Act or rules are passed by the Central Government or the State Government for revision of the same, notwithstanding the fact that this lease has been granted in accordance with the West Bengal Minor Minerals Rules, 2002. In revising the terms the lease shall be modified so as to ensure conformity with such Act or rules and in such case the State Government shall not be liable to pay any compensation whatsoever on any ground whatsoever for any loss and damage that may be suffered or caused to the Lessee / Lessees. Modification of terms and conditions of lease.
- 13 The State Government may, by general or special order, published in the official Gazette, delegate any or all the powers and functions of the State Government under this indenture to any officers of the State Government, subject to such conditions and restrictions, as may be mentioned in the order. Power to delegate authority.
- 14 Every notice by these presents required to be given to the Lessee / Lessees shall be given in writing your such person resident on the said lands, as the Lessee / Lessees may appoint for the purpose of receiving such notice and if there shall have been no such appointment, then every such notice shall be sent to the Lessee / Lessees by registered post addressed to the Lessee / Lessees by registered post addressed to the Lessee / lessees at the address recorded in this lease or at such other address in India, as the Lessee / Lessees may from time to time in writing to the State Government or to an office authorized by the State Government in this behalf designate for the receipt of notices, and every such service shall be deemed to be proper and valid service upon the Lessee / Lessees and shall not be questioned or challenged by him.

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

Signed by

For and on behalf of the Government of the State of West Bengal in the presence of

Signed by the Lessee / Lessees
In the Presence of

By order of Governor

(D. MUKHOPADHYAY)
Additional Chief Secretary to the
Govt of West Bengal