

the previous permission in writing from the Forest Department or the Officer authorised by the Forest Department in this behalf. 144/24

**4. Permission for surface operations in a land not already in use.**

Save as Provided in clause 9 PART II of this Schedule, the lessees/licensees shall not without the previous sanction from the Forest Department cut down or injure any timber or trees on the said lands but, may, without such sanction clear away any brush-wood or under-growth which interferes with any operations authorised by these presents and notwithstanding anything contained in this schedule shall not enter upon any reserved forest included in the said lands without seven days previous notice in writing to the Forest Department or the officer authorised by the Forest Department.

**5. No mining operations within 50 meters of public works etc.,**

The lessee/licensee shall not work or carry on or allow to be worked or carried on any quarrying operations at or to any point within a distance of 50 metres if no blasting is involved from the boundary of any railway line except with the previous written permission of the Railway Administration concerned or from the boundaries of reservoir, canal, high tension electric line or other public works or buildings or inhabited site except with the previous permission of Government or any other officer authorised by the Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions and either general or special which may be attached to such permission. The said distances of 50 metres or 200 metres shall be measured in the case of railway, reservoir or canal horizontally from the outer toe of the bank of the outer edge of the cutting as the case may be and of building horizontally from the plinth thereof.

**6. Facilities for adjoining Government licenses and leases.**

The lessee/licensee shall allow existing and future holders of Government licenses or leases over any land which is comprised in or adjoins or is reached by the land held by the lessee/licensee reasonable facilities of access thereto. Provided that no substantial hindrance or interference shall be caused by such holder of licenses or leases to the operations of the lessee/licensee under these presents and the lessee/licensee shall be entitled to compensation as may be mutually agreed upon between the lessee/licensee and such holders and in the event of disagreement such fair compensation may be determined by the Competent Authority or any other officer authorised by the State Government in respect of all loss or damage sustained by the lessee/licensee by reason of or the exercise of this liberty.

7. If the said lands or part thereof are forest lands, the lessees/licensees shall take all steps to ease the slopes and restore top soil in lands worked out, exploited or mined and it shall be open to the Government to afforest such lands even during existence of the lease.

**PART IV**

**Liberties, Powers, and Privileges reserved to the State Government**

**1. To work other minerals.**

Liberty and power for the State Government or any lessee/licensee or persons authorised by it in that behalf to enter into and upon the said lands and to search for, win, work, dig, get, raise, dress, process, convert and carry away any minerals other than the said

minerals and any other substances, and for those purposes to sink, drive, make, erect, construct, maintain and use such pits, shafts inclines, drifts, levels and other line waterways, airways, water courses, drains, reservoirs, engines, machinery, plant buildings, canals, tramways, railways and other work and conveniences as may be deemed necessary or convenient

Provided that in the exercise of such liberty and power no substantial hindrance or interference shall be caused to with the liberties powers and privileges of the lessee/licensee under these presents and that the lessee/licensee shall be entitled to such fair compensation as may be mutually agree upon or in the event or disagreement as may be determined by the Competent Authority appointed by the State Government in respect of all loss or damage sustained by the lessee/licensee by reason or in consequences, of the exercise of such liberty and power.

## 2. To make railways and roads.

Liberty and power to the State Government or Central Government to construct any road, railway or canal reservoir or to carry electric or telephone lines in or over the lands under the lease/license is reserved:

Provided that before such liberty or power is exercised a notice of not less than thirty days shall be given to the lessee/licensee and the area utilised by the Government for any of the aforesaid purpose shall be excluded from the area under the lease/license and lessee/licensee will not be entitled to claim any compensation for such exclusion.

3. Liberty and power to the State Government to determine, at any time by giving to the lessee/licensee a notice in writing the lease/license if the area for which the lease/license has been granted or any part thereof is required by the State Government for any public purpose and a declaration under the signature of the Director that the area, or as the case may be, the part of the area is so required shall, as between the lessee/licensee and the Government, be conclusive.

On the determination of the lease/license under this power the area under the lease/license shall be resumed by the Government and the lessee/licensee shall be paid such compensation as may be determined by an officer appointed by the Government for the purpose and in assessing the amount of compensation, the officer so appointed shall be guided by the principles laid down in the Acquisition Act 1894, for such assessment.

## PART V

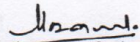
### Rent and Royalties reserved by this lease

#### 1. Rate of mode of payment of Dead Rent.

As from the day of 16<sup>th</sup> September 2015 during the subsistence of lease/license, the lessee/licensee shall pay the dead rent <sup>1</sup>[every year at the rate specified in schedule I which may be modified from time to time] in accordance with rules.

#### 2. Rate of mode of payment of royalty.

The lessee/licensee shall, pay royalty in advance to Government in respect of minor minerals removed or consumed by him or his agent, manager, employee, contractor or buyer at the rates prescribed in Schedule 2 <sup>2</sup>[which may be modified from time to time] in accordance with the Rules.

  
Competent Authority cum Senior Geologist  
Department of Mines & Geology,  
DHARWAD

## Mineral Despatch Permits

The lessee/licensee or his agents, managers, employees, contractors or buyers/consumers shall not move the mineral quarried without obtaining valid Mineral Despatch Permit (in short 'Permit') issued by the Competent Authority or the authorised officers.

## 4. Penalty.

Subject to the provision of clause (3) of this part, any lessee/licensee or his agents, managers, employees, contractors, consumers or buyers contravening the above clause and transport mineral without valid Permit, such persons will be liable for penalty at 5 times of royalty. If any lessee/licensee or his agent, etc., or buyers continue to indulge in such offence he Competent Authority may order for determination of the lease/license with the prior approval of the Controlling Authority.

## PART VI

### Provisions Relating to the Rents and Royalties

#### 1. Rent and royalties to be free from deduction etc.,

The rents and royalties in PART V of this Schedule shall be paid free from any deductions to the State Government at District -Sub Treasury at Dharwad and in such manner as the Competent Authority may prescribe.

#### Mode of computation of royalty.

For the purpose of computing the said royalties the lessee/licensee shall keep a correct account of the mineral/minerals actually produced from the quarries/mines, lands and despatched from the quarry and maintained stock, in the form prescribed by Government/Competent Authority. The lessee/licensee shall also keep a correct account of the number of persons employed therein and shall also maintained a complete set of plans and cross sections of the quarry and furnish to the Competent Authority concerned such information, reports and returns as required from time to time under these Rules together with representative samples of minerals and processed materials from the same obtained during the operations. The accounts as well as quantity (in volume or in weight as the case may be) of the mineral/minerals in stock or in the process of dispatch from the quarry may be checked by any officer authorised by the State Government and or by the Competent Authority.

#### 3. Course of action if rents and royalties are not paid in time.

Should the royalty and/or rent reserved and made payable by the lessee/licensee is not paid within thirty days after the date fixed in lease/license for the payment of the same, State Government may enter upon the premises and restrain all or any of the mineral or beneficiated /processed or movable property there and may order the sale of the property to restrained or so much of it as will suffice of the satisfaction of the rent and royalties due, and all cost and expenses occasioned by the non-payment thereof.

[3A. If the lessee or licensee makes any default in the payment of royalty or dead rent payable under rule 26, the competent authority shall give notice to such lessee or licensee, requiring him to pay the royalty or dead rent within sixty days from the date of receipt to the notice, failing

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Department of Mines & Geology.

which the competent authority may, without prejudice to any other action that may be taken against lessee or licensee the lease of licensee or forfeit the whole or part of the security deposit.

4. Any rent, royalty tax fees, penalty or other sums due to Government under said Rules of under this lease/license shall be recovered as arrears of land revenue on the basis of certificate issued by the Competent Authority.

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PART VII

The Covenants of the Lessee/Licensee

1. Lessees to pay rents, royalties.

1. The lessee/licensee shall pay the rents and royalties reserved by this lease/license at such times and in the manner provided in PART V and VI of these presents and also may and discharge all taxes, cesses, rates assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged, assessed or imposed by the authority of the State Government upon or in respect of the premises and works of the lessee/lessee in common with other premises and works of alike nature except demands for land revenues.

2. To maintain and keep boundary marks in good order.

The lessee/licensee shall at his own expenses 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/license. Such marks order and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identifications.

3. To commence operations within a year and work in a workman-like manner.

Unless the Competent Authority for good cause permits otherwise the lessee/licensee shall commence operation within a year from the date of execution of the lease/license and shall thereafter at all times during the continuance of this lease /license search for, win, work and develop the said minerals without voluntary intermission in proper skilful and workmanlike manner without doing or permitting to be done any unnecessary or avoidable damage the surface of the said lands or the crops, buildings or other property thereon. The lessee/licensee shall prevent waste by removal of over burden, careful storage of waste, drainage and removal of valuable minerals. For the purpose of this clause quarrying operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the quarry. The lessee/licensee shall not dump the overburden or waste rock or mineral on the workable deposit. If lessee/licensee does not find suitable place to dump the waste material generated from the quarry within the leased/licensed area he may dump in nearby Government land obtaining prior approval from Competent Authority in writing.

4. To indemnify Government against all claims.

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

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

The lessee/licensee shall during the subsistence of this lease/license well and sufficiently secure and keep open with timber or other durable means all pits shafts and make and maintain sufficient fences to the satisfaction of the State Government round every such pit, shaft or working in the said lands, except such as may be abandoned accessible free from water and foul air as far as possible. The lessee/licensee shall also take adequate steps to ensure that:-

- (a) heights and widths of trenches in open quarries are properly maintained to facilitate easy removal of the mineral and the muck,
- (b) the working faces are always kept clean,
- (c) the mineral and or beneficiated, processed dressed products there from won are stacked in suitable dimensions and each such stock is numbered or marked in a manner prescribed by the Competent Authority,
- (d) the proper sanitation of the area leased/licensed to him maintained.

6. To strengthen and support the quarry to necessary extent.

The lessee/licensee shall strengthen and support to the satisfaction of the Railway administration concerned or the State Government or any other Competent Authority controlling the provisions or any law for the time being in force relating to the working of quarries and matters affecting safety, health and labour matter as the case may be any part of the quarry which in its opinion requires such strengthening or support for the safety of any railway, reservoirs, canal, road high tension electric line and other public works or structures.

7. (1) The lessee/licensee shall submit from time to time or when required, progress reports to the Director of Mines and Geology, along with analysis and representative samples of the minerals collected during the quarrying operations as also the periodical returns prescribed in the said Rules or in the manner prescribed by him from time to time.

(2) The lessee/licensee shall submit to the Director of Mines and Geology, the Competent Authority and any other officer as may be specified by the Director of Mines and Geology in this behalf, quarterly returns in FORM-Q and annual returns in FORM-Y appended to the said Rules, for each financial year ending 31st March, before the 31st April of the succeeding year, and to allow inspection of working.

8. To allow inspection of working.

The lessee/licensee shall allow any officer authorised by the Central Government or the State Government or the Competent Authority or the Director of Mines and Geology under the said rules in that behalf to enter upon the premises including any building excavation or land comprised in the lease/license for the purpose of inspecting, examining, surveying and making plans thereof, sampling and collecting any data and the lessee/licensee shall with proper person employed by the lessee/licensee and acquainted with the mine/quarry and works effectively assist such officers, agents servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with the working of the quarry which they may reasonably require. Such officer may issue such reasonable directions as he may deem fit to prevent wasteful extraction of minerals and it shall be the duty of the lessee/licensee, his/their agent/manager to carry out directions within such period as the officer may specify if the lessee/licensee, his/their agent or management fails to carry out such directions within the specified period, the Competent Authority may determine the lease/license or may impose a penalty not exceeding twice the amount of the annual dead rent.

**9. To report accidents.**

The lessee/licensee shall report all accidents to the Director of Mines and Geology the District magistrate and the District Superintendent of Police concerned, in case of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease/ license the lessee /licensee shall send a complete report without any delay of such an accident to the said officers.

**10. To report discovery of other minerals.**

Whenever the lessee/licensee shall find, in the said lands, any mineral other than the said mineral / minerals the lessee /licensee shall immediately report such discovery in writing to the Competent Authority with full particulars of the nature and position of each such find.

**11. The lessee/licensee shall, at all times, during the said term keep or cause to be kept, at an officer 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 mineral/minerals realised from the said lands;
- (2) Quantity of the various qualities of the said mineral/ minerals benefited, processed or converted;
- (3) Quantities of the various qualities of the said mineral/minerals sold at the quarry head or despatched to any mineral processing units, granite cutting and polishing units within the country and quantity exported and the manner and purpose of such sale and disposal;
- (4) Details of royalty paid and PERMITS obtained;
- (5) The prices and all other particulars of all sale of the said mineral/minerals;
- (6) The number of persons employed in the mines or work or upon the said lands specifying nationality, qualifications and pay of the technical personnel;
- (7) Such other facts, particulars and circumstances as the Competent Authority or the Director of Mines and Geology may from time to time require and shall also furnish of charge to such officers and at such times they may prescribe true and correct abstracts of all or any such books of accounts and shall at all reasonable times allow such officers or any other officers as the State Governments shall, in that behalf appoint, to enter into and have free access to, for the purpose of examining and inspecting the said books of accounts and to make copies thereof and to make extracts there from.

**12. To maintain plans etc.,**

The lessee/licensee shall at all times during the said term maintain at the quarry office correct, intelligible, up to-date and complete Contour and Geological plans and cross sections of the quarries in the said lands. They shall show all the operations, workings, and all the trenches, pits and drillings made by the lessee/licensee in the course of operations carried on by him/them under the lease/license. The lessee/licensee shall update such quarry planes and section at the end of each year or any period specified from time to time and the lessee/license shall furnish free of charge such plans, sections and mineral specimens, to the Competent Authority whenever these required. Accurate records of all trenches, pits and drillings shall show:-

- (a) the sub-soil and strata through which they pass.
- (b) any other minerals encountered.
- (c) any other matter of interest and all data required by the State Government the Competent Authority from time to time.