

13. To abide by the provisions of the laws in force in respect of labour welfare, safety measures, ecology and environment. 24

The lessee/licensee shall be bound by the provisions of To abide by the provisions of any laws for the time being in force relating to ecology and environment, the working of the quarries (mines and minerals) and matters affecting safety, health and convenience of the lessee/licensee employees or the public. The lessee/licensee shall abide by the conditions laid down in the payment of wages Act 1936 (Central Act IV of 1936), the Mines Act 1952 (Central Act XXXV of 1952), the Indian Explosives Act 1984 (Central Act of IV of 1884) and the Water and Air (prevention and control of pollution) Act 1974.

14. The lessee/licensee shall respect all existing rights of way, water and other basements and shall not carry on mining/quarrying or other operations under the said lease/license in any way than as prescribed under the Rules.

15. Government indemnified from paying compensation for in-jury to third parties.

The lessee/ licensee shall make and pay reasonable compensation for all damage, injury disturbance to person or property which may be caused by or on the part of lessee/licensee in exercise of the liberties and power granted by these presents and shall at all times have harmless and kept indemnified the State Government from and against all suits, claims and damages which may be brought or made by any person or persons in respect of any such damage, injury or disturbance.

16. Not to obstruct working of other minerals.

The lessee/licensee will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonable avoidable obstructions interruption to the development and working within the said lands of any minerals not included in this lease/license and shall at all times afford to the Central and State Government and to the holder quarrying lease, of quarrying license and prospecting license or mining lease in respect of any such minerals, or any minerals within any land adjacent to the said lands as the case may be reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working, developing and quarrying away the same provided that the lessee/licensee shall have receive reasonable compensation for any damage or injury which he may sustain by reason or in consequence of the use of such passage by such lessee/licensee or holders of prospecting licenses.

17. Lessee shall deposit any additional amount necessary equal to the security deposit.

Whenever the security deposit as provided in the 9(1) and 21(1) of the said Rule or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Competent Authority pursuant to the power hereinafter declared in that behalf the lessee/licensee 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 equal to the said full security deposit amount.

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

The lessee/licensee shall at the expiration or sooner determination of the said term or any renewal thereof deliver up to the State Government all mines, quarries, pits, shafts, inclines, other works now existing or hereafter to be sunk or made on or under the said

13. To abide by the provisions of the laws in force in respect of labour welfare, safety measures, ecology and environment. 24

The lessee/licensee shall be bound by the provisions of To abide by the provisions of any laws for the time being in force relating to ecology and environment, the working of the quarries (mines and minerals) and matters affecting safety, health and convenience of the lessee/licensee employees or the public. The lessee/licensee shall abide by the conditions laid down in the payment of wages Act 1936 (Central Act IV of 1936), the Mines Act 1952 (Central Act XXXV of 1952), the Indian Explosives Act 1984 (Central Act of IV of 1884) and the Water and Air (prevention and control of pollution) Act 1974.

14. The lessee/licensee shall respect all existing rights of way, water and other basements and shall not carry on mining/quarrying or other operations under the said lease/license in any way than as prescribed under the Rules.

15. Government indemnified from paying compensation for in-jury to third parties.

The lessee/ licensee shall make and pay reasonable compensation for all damage, injury disturbance to person or property which may be caused by or on the part of lessee/licensee in exercise of the liberties and power granted by these presents and shall at all times have harmless and kept indemnified the State Government from and against all suits, claims and damages which may be brought or made by any person or persons in respect of any such damage, injury or disturbance.

16. Not to obstruct working of other minerals.

The lessee/licensee will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonable avoidable obstructions interruption to the development and working within the said lands of any minerals not included in this lease/license and shall at all times afford to the Central and State Government and to the holder quarrying lease, of quarrying license and prospecting license or mining lease in respect of any such minerals or any minerals within any land adjacent to the said lands as the case may be reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working, developing and quarrying away the same provided that the lessee/licensee shall have receive reasonable compensation for any damage or injury which he may sustain by reason or in consequence of the use of such passage by such lessee/licensee or holders of prospecting licenses.

17. Lessee shall deposit any additional amount necessary equal to the security deposit.

Whenever the security deposit as provided in the 9(1) and 21(1) of the said Rule or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Competent Authority pursuant to the power hereinafter declared in that behalf the lessee/licensee 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 equal to the said full security deposit amount.

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

The lessee/licensee shall at the expiration or sooner determination of the said term or any renewal thereof deliver up to the State Government all mines, quarries, pits, shafts, inclines, other works now existing or hereafter to be sunk or made on or under the said

lands except such as have been abandoned with the sanction of the Competent Authority in an ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the term were upon or under the said lands and all such machinery set up the lessee/licensee below ground level which cannot be removed without causing injury to the mines, quarries or works under the said lands (except such of the same as may with the sanction of the Competent Authority) and all buildings and structures of bricks or stone erected by the lessee/licensee above ground level in good repaired order and condition and fit in all respects for further working of the said mines and the said minerals.

19. Right of pre-emption.

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

(b) In the event of the existence of State or War or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof) the State Government with the consent of the Central Government shall from time to time and at all times during the said term have the right to be exercised by a notice in writing to the lessee/licensee shall forth with take possession and control of the works plant, machinery premises of the lessee/licensee on or in connection with the said lands or preparations under this lease/license and during such possession or control the lessee/licensee shall confirm and obey all directions given by or on behalf of the Central or State Government regarding the use of employment of such works, plants, premises and minerals. PROVIDED THAT after compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee/licensee or all loss or damage sustained by him/them 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. The Government or the Competent Authority shall have the right to dispose of the minor mineral waste generated during the course of quarrying in accordance with the provision of Schedule-2.

20. Not to light fire in Forest Areas.

The lessee/licensee shall not light any fire upon the said lands if lying within the reserved forest except under such conditions as the Forest Department may in writing specify and the lessee/licensee and his/their workmen and employees shall render prompt assistance in extinguishing any fire on the said lands or in their vicinity. The lessee/licensee shall be liable for all damage resulting from fire caused by the act or omission of the lessee/licensee or his/their employees and shall pay such compensation for the Forest Department. The decision of the Forest Department as the amount of compensation payable by the lessee/licensee shall be final and binding on the lessee/licensee.

21. No right over produce other than minerals ores mentioned in the lease/license.

(a) The lessee/licensee shall not remove any other produce except the minor mineral mentioned in this lease. The lessee/licensee shall without delay, report to the Competent Authority and

the Director of Mines and Geology, the discovery in this area comprised in his/their lease/license of any minerals not specified in the lease.

(b) If any mineral/s not specified in the lease/license is/are discovered in the leased/licensed area he/they shall not win and dispose of such mineral/s, without obtaining lease/license therefore. If he fails/they fail to apply for such lease/license within three months from the discovery of the said mineral/minerals, the Competent Authority may grant a lease/license in respect of such mineral/minerals to any other person/persons in respect of such mineral/minerals to any other person/persons,

c) Without the prior permission of the Director of Mines and Geology the lessee/licensee shall not use the minor minerals quarried under these rules for a purpose which will classify them as major minerals.

22. The lessee/licensee shall make available to the Government of India beryl or any other "Substance prescribed" under Section 3(d) of the Atomic Energy Act (Act XXIX of 1948) if they are found to occur in the said lands.

23. The State Government shall be immune from the lessee/licensee claims for damage and account or any land having been included in this lease which may subsequently be discovered not have been available for the lease.

24. The lessee/licensee or his assignees shall not erect any building in contravention of the provisions of any law for the time being in force relating to the erection of buildings or in contravention of any order is issued by any officer or authority composed to issue such order any such law within whose jurisdiction the leased area is situated.

25. The lessee/licensee shall abide by such reasonable instructions and direction as may be issued by the Director of Mines and Geology from time to time regarding conservation and development of minerals.

26. The lessee/licensee shall minimise the air and water pollution keeping in view the local atmosphere/environment.

PART-VIII

The Covenants of the State Government

1. Lessee may hold and enjoy rights quietly.

1. Lessee/licensee 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/licensee is to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any unlawful interruption from or by the State Government, or any person rightfully claiming under it.

2. To renew.

If the lessee/licensee be desirous of taking lease/ license of the premises hereby demised or of any part of them for a further term on the expiry of the term hereby granted and if he/they give the Competent Authority an application in writing ninety days before the expiry of the leases/licenses as prescribed in the said Rules, and shall pay the rents and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee/licensee to be observed and performed up to the expiration of the term hereby granted the Competent Authority will

upon his/their executing and delivering to the State Government if required a counter-
thereof execute and deliver to the lessee/licensee a renewal lease/license of the same
premises for the further term not exceeding the term of this lease/license at such rents and
royalties and no such terms and subject to such covenants and agreements including this
present covenants to renew as shall be in accordance with the said Rules applicable to
OB Stone on the day next following the expiration of the term hereby granted.

3. Liberty to surrender the Lease/License.

The lessee/licensee shall be at liberty to surrender this lease/license by giving
notice of not less than three months in writing to the Competent Authority and no fresh
liability shall accrue to the lessee/licensee from the date of such surrender provided that
all the Government dues on rents, royalties and taxes shall be cleared off arising upon the date of
the surrender.

4. Refund of security deposit.

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

**PART IX
General Provision**

1. [Breach of Conditions]

In case of breach of any of the conditions of the lease other than mentioned in clause
(2) and (3) of this part, then the Competent Authority may require the lessee/ licensee
or his/their assigns to pay penalty not exceeding an amount equivalent to twice the
amount of the annual dead rent specified under clause (1), Part V.

2. Obstruction to inspection.

In case lessee/licensee or his/their assignees does/do not allow or obstruct entry or
inspection, by the Officers authorised by the State Government, the Competent Authority
may cancel the lease and forfeit the whole or part of the deposit made under Rule 9(1) and
21(1) of the said Rules.

3. In case the lessee/licensee or his/their assignees commit any breach of any of the conditions
specified in the clauses, sub-rule (1) to (2) of Rule 6 of the said Rules then and in any
such case the Competent Authority shall give notice in writing to the lessee/licensee or his/their
or assignees as the case may be, asking him/them to remedy the breach within Thirty days from
the date of the notice and if the breach is not remedied within such period the Competent
Authority under the said Rules may determine the lease provided that nothing therein
contained shall debar the State Government from enforcing any other right or remedy that
the State Government may have against the lessee/licensee or his/her assignees under any
other provisions herein contained.

4. To pay penalty in case of breach.

In case of the breaches of the covenants and agreements by the lessee/licensee or
any other officer authorised by the Government on which aforesaid notice has been given the

Competent Authority cum Senior Geologist (M)
Department of Mines & Geology