

Lease Deed

Form ML-1

{see rule 9(4), 10(10), and 21(1)}

Model form for execution of Mining Lease Deed

This indenture made on this 18th day of April 2017 between the Governor of Haryana acting through Shri Ashok Sangwan IAS, Director ~~General~~, Mines and Geology, Haryana (hereinafter referred to as the "State Government") which expression shall where the context so admits, include the successors and assigns) of the one part;

AND

M/s SBIPL Projects Limited, 11/102, East End Apartments, Mayur Vihar, Phase-I, Extn., New Delhi, through Shri Raman Sokhal S/o Shri Vinod Kumar Sokhal, R/o B-74, Shakti Appartments, Sector-9, Rohini, Delhi, the Authorise Signatory of the Company (hereinafter referred to as the 'Lessee' which expression shall where the context so admits, include its successors and permitted assigns) of the other part.

Whereas the lessee has offered the highest bid of Rs. 39,86,50,000/- [Rupees Thirty Nine Crores Eighty Six Lacs Fifty Thousand only] in the bid/auction held on 16/17 March, 2016 for obtaining a mining lease of "Stone alongwith associated minor minerals" of 'Kalyana Plot No. 2, District Bhiwani in respect of the lands hereinafter described in clause 2 and such bid had been accepted by the Government or any officer authorized by it in this behalf and the lessee/ has deposited with the Government, a sum of Rs. 3,98,65,000/- [Rupees Three Crore Ninty Eight Lacs Sixty Five Thousand only] (10% of the annual bid amount as initial bid security) AND Smt. Mamta Jain W/o Shri Dileep Jain, R/o H-301, Sir Syed Apartments, Sector-110, Noida-201304 through her authorised signatory Shri Vineet Aggarwal S/o Shri Umashankar Aggarwal, R/o C-94, Pocket 7, Kendriya Vihar-2, Noida (referred to as the 'Surety' which expression shall where the context so admits, include his heirs, executors, administrators, representatives) has been offered as solvent surety for the aforesaid bid amount, and whereas the lessee is in possession of a Income Tax Clearance Certificate.

Now, therefore, this deed witnesses and the parties hereby agree as follows:-
Liberties and privileges to be exercised and enjoyed by the Lessee(s).

The following liberties, powers and privileges may be exercised and enjoyed by the lessee subject to the other provisions.

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[Signature]

[Signature]

Director
Mines and Geology Haryana

(1) In consideration of the rents and royalties, covenants and agreements hereinafter contained and on the part of the Lessee to be paid, observed and performed, the Government hereby grants and demises unto the lessee all those mines/beds/veins/seams of **Kalyana Plot No.2** (hereinafter referred to as the said minor minerals,) situated, lying and being in or under the lands which are referred to in clause (2) together with the liberties, powers and privileges to be executed or enjoyed in connection herewith which are hereinafter mentioned in Part-I subject to the restrictions and conditions as to exercise and enjoyment of such liberties, powers and privileges which are hereinafter mentioned in Part-II and subject to other provisions of this lease.

(2) The area of the said lands is as follows:

All the tract of land situated at **village Kalyana Plot No.2 in District Bhiwani bearing Khasra Nos. 216 containing an area of 29.50 Hectares** or thereabouts delineated on the plan hereto annexed and bounded as follows:

On the North by Village Kheripura

On the South by Village Kalali

On the East by Village Mandoli

On the West by Village Kheri Batter

and (hereinafter referred to as the 'said lands' or the 'leased area')

(3) The period of the lease shall be **12 Years** which shall be reckoned from the date of grant of environmental clearances by the competent authority as required under EIA notification dated 14.09.2006 and as amended time to time by the MoEF, GoI or on expiry of period of 12 months from the date of acceptance of highest bid/Issuance of Letter of Intent (LOI) issued vide **memo No. DMG/HY/ML/Kalyana-2/2016/2010 dated 11.04.2016**, whichever is earlier.

Part-I

Liberties and privileges to be exercised and enjoyed by the Lessee(s)

The following liberties and privileges may be exercised and enjoyed by the lessee subject to the other provisions.

1. To enter upon land and search for win, work, etc.:

Liberty at all times during the term hereby demised to enter upon the said lands and to search for mineral, bore, dig, drill for win, work, dress, process, convert, carry away and dispose of the said minor mineral(s).

2. To sink, drive and make pit, shafts and inclines, etc.:

Liberty for or in connection with any of the purposes mentioned in this clause to sink, drive, make, maintain and use in the said land 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.

3. To bring and use machinery, equipment:

Liberty for or in connection with any of the purposes mentioned in this clause to erect, construct, maintain and use on or under the said lands any engine, machinery, plan, dressing floors, furnaces, coke ovens, brick kilns, workshop, store houses, bungalows, godowns, shed and other buildings and other works and conveniences of the like nature on or under the said lands.

4. To use water from streams, etc:

Liberty for or in connection with any of the purposes mentioned in this clause but subject to the rights of any existing or future lessees and with the written permission of the Collector concerned to appropriate and use water from any streams, water course, springs or other source in or upon the said lands and to divert, step up or dam any such stream or water-course and collect or impound any such water and to make, construct and maintain any water course, cultivated land, village 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 shall not interfere with navigation in any navigable stream nor shall divert such stream without the previous written permission of the Government.

5. To fell undergrowth and utilise timber and trees etc.:

Liberty for or in connection with any of the purposes mentioned in this lease deed, to clear undergrowth and brush wood. Lessee shall not fell any trees or timber standing or found on the said lands without obtaining prior permission in writing from the collector of the District or the Chief Conservator of Forests in case of Forest areas as the case may be. In case such permission is granted, he shall pay in advance, the price of the trees/timber to be felled to the said Officer at the rates, fixed by him.

6. To get building and roads material, etc.:

Liberty for or in connection with any of the purposes, mentioned in this lease deed, to quarry and get stones, gravel and other building and road materials and ordinary clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks, tiles but not to sell any such material, bricks, tiles.

7. To use land for stacking purpose:

Liberty to enter upon and use a sufficient part of the surface of the said lands for the purpose of stocking, storing or depositing therein any produce of the mines including over burden or waste material and works carried on and tools, equipment and other materials needed for mining operations.

8. To install fuel pumps or stations for diesel or petrol for self use:

Liberty to use a sufficient part of the land for installing fuel pumps or stations for diesel or petrol for self use or consumption required for mining operations in the lease area, subject to permission of the competent authority.

9. To construct magazine for explosive and storage sheds:

Liberty to construct magazine for storage of explosive and storage sheds for explosive related substances with permission from licensing authority.

10. Liberty to seek permission for diversion of public roads, overhead electric lines:

Liberty and power to request to the competent authority for diversion of public road over head electric lines passing through the concession area at the expenses of lessee to ensure scientific and systematic mining.

Part-II

Restrictions as to the exercise of the liberties by the lessee

The liberties and privileges granted under Part- I are subject to the following restrictions and subject to other provisions of this lease:

1. No mining operations within the limit of public works, etc:

The lessee shall not carry on, or allow to be carried on any mining operations:-

- (i) within a distance of fifty meters from the outer periphery of the defined limits of any village *abadi*, National Highway, State Highway, Major District Roads (MDR) and other District Roads (ODRs) where such excavation does not require use of explosives, unless specifically relaxed and permitted by the competent authority; or
- (ii) within a distance of 250 meters from the outer periphery of the defined limits of any village *abadi*, National Highway, State Highway, Major District Roads (MDR) and Other District Roads (ODRs) where use of explosives is required, unless specifically relaxed and permitted by the

competent authority or any specific dispensation is obtained from the Director, Mines Safety; or

- (iii) within a distance of at least 10 meters from any other public roads; or
- (iv) within a distance of 75 meters from any railway line or bridge except under and in accordance with the written permission of the railway administration concerned. The Railway Administration or the government may in granting such permission, impose such conditions as it may deem fit.

Explanation:- For the purpose of this clause the expression Railway Administration shall have the same meanings as it is defined by sub section (4) of section 3 of the Indian Railway Act, 1890.

Provided that where the continuance of any mining operations in any area, in the opinion of the Government is likely to endanger the safety of any National or State Highway, road, bridge, drainage, reservoir, tank, canal or other public works, or public or private buildings or in the public interest or in the interest of environment/ecology of the area, the Government may determine the lease after giving 60 days notice to the lessee in this behalf and the lease shall stand terminated on the date mentioned in the notice.

2. Notice for surface operation in land not already in use:

Before using for surface operations any land which has not already been used for such operation, the lessee shall give notice in advance to the Collector of the district, the Director and the Officer-in-Charge Mining Department at Bhiwani in writing along with copy of permission to undertake mining specifying the situation and the extend of the land proposed to be so used and the purpose for which the same is required and the said land shall not be so used, if objection is issued by the Collector.

3. Not to use the land for other purposes:

The lessee shall not cultivate or use the land for any other purpose other than those specified in the lease-deed

4. Disposal of mineral(s) only on issuance of Mineral Transit Pass to the vehicles having Mineral Transit Permit:

The holder of mining lease shall not sell/disposed off any mineral or mineral products from the concession area without a Mineral Transit Pass and shall sell/disposed of the mineral to such vehicle which holds Mineral transit Permit issued under the provision of the Haryana Minor Mineral Concession, Stocking & Transportation of Minerals and Prevention of Illegal Mining Rules, 2012.

5. Stacking of mineral(s) inside lease hold area:

The lessee shall not stock the mineral(s) excavated inside the lease hold area at the designated site more than twice the quantity of the average monthly production as per approved mining plan/scheme.

6. Stacking of mineral(s) outside lease hold area:

The lessee shall not stock any minor mineral(s) granted under the lease, outside the lease hold area without obtaining Mineral Dealer licence as per provisions of the Haryana Minor Mineral Concession, Stocking & Transportation of Minerals and Prevention of Illegal Mining Rules, 2012.

7. Stacking and storage of incidentally extracted major minerals:

In case lessee, while extracting minor mineral(s) given on lease, incidentally extracts any major mineral not given on lease, the same shall be the property of the Government and lessee shall be under an obligation to stack and store it and maintain its proper record in accordance with the direction of the Director or any officer authorised by him who shall also be competent to prescribe the procedure for its disposal.

8. Penalties in case of non-compliance of clause (9):

In case it is detected that lessee has disposed off incidentally extracted major mineral referred to in sub rule (20) of rule 56 in whole or part there of or failed to maintain the record of stored mineral he shall be liable to penalties as specified in sub section (1), (4) and (5) of section 21 of Mines & Minerals (Development and Regulation) Act 1957 and also premature determination of mining lease in terms of sub-rule (1) of rule 60 of the said rules.

9. Restrictions of mining operations above Ground Water Table:

A safety margin of two meters shall be maintained above the ground water table while undertaking mining and no mining operations shall be permissible below

this level unless a specific permission is obtained from the competent authority in this behalf.

10. Restrictions of surface operations:

No mining operations shall be undertaken in any area prohibited by any authority or by the orders of any Court.

11. No mining operations without requisite clearance:

The lessee shall not undertake any mining operations in the area granted on mining lease without obtaining requisite clearance from the competent authority as required for undertaking mining operations.

**Part - III
Covenants of the Lessee**

The lessee/ lessees hereby covenant(s) with the Government as follows:-

1. Rate of Royalty:

The lessee shall pay royalty on the quantity of the said minor mineral dispatched from the leased area at the rates as per First Schedule of the Haryana Minor Mineral Concession, Stocking & Transportation of Minerals and Prevention of Illegal Mining Rules, 2012 and as may be revised by the State Government from time to time.

2. Surface rent:

The lessee shall pay for the surface area occupied by him as per rule 62.

3. Dead rent:

The lessee shall pay every year dead rent at the rate of Rs. 39,86,50,000/- [Rupees Thirty Nine Crores Eighty Six Lacs Fifty Thousand only] per annum:

- a) Where the mining lease is granted by competitive bid/auction under rule 9:- The highest bid received in the open bid/auction at the rate of Rs. 39,86,50,000/- [Rupees Thirty Nine Crores Eighty Six Lacs Fifty Thousand only] shall become the 'annual dead rent' amount payable by the lessee. The rate of annual dead rent initially determined on the basis of competitive bids/ auctions shall be increased @ 25% on completion of each block of three years.

Explanation: If the initially determined amount of annual dead rent is Rs. 100/-, it shall be increased to Rs. 125/- with the commencement of the fourth year and to Rs. 156.25 with the

commencement of the 7th year and so on and so forth for the next each block of three years.

Provided further that if the lease permits the working of more than one minor mineral in the same area, the Government may charge separate dead rent in respect of each minor mineral:

Provided that the mining of one minor mineral does not involve the working of another minor mineral.

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

Provided further that lessee/ lessees shall deposit the dead rent at the rates as revised and notified from time to time by the State Government.

4. Security deposit:

(a) In case of mining leases granted through competitive bid/auction under rule 9.

25% of the annual bid amount/ rate of dead rent. The security amount to be deposited as per following:-

- i) 10% as initial bid security at the time of auction
- ii) 15% of the annual bid amount before commencement of mining operations or before the expiry of period allowed, which shall not be more than 12 months, whichever is earlier.

Provided on enhancement of the dead rent after expiry of every three year period of lease the lessee shall deposit the balance amount of security so as to up-scale the security amount equal to 25% of the revised annual dead rent as applicable for one year with respect to next block of three years

(b) In case of mining leases granted on application under Rule 10 the security amount shall be deposited in accordance with the Rule 11 of the Haryana Minor Mineral Concession, Stocking and Transportation and Prevention of Illegal Mining Rules-2012.

5. Mode of payment of dead rent/ royalty and surface rent

- (a)** In case of mining lease granted under rule 9, the lessee shall deposit one advance instalment of dead rent before commencement of mining operations or before the expiry of period allowed, which shall not be

more than 12 months, whichever is earlier, along with 15% of the balance security amount as per clause 4(a) above.

- (b) The lessee during the subsistence of the lease, pay in advance to the Government the installments of the dead rent in respect of the said land given to him/ them on mining lease as per following schedule:-

Sr. No.	Value of Annual dead rent	Periodicity of payment
1	2	3
i)	Up to Rupees 10.00 lakhs.	Lump-sum in advance after adjustment of the amount deposited along with the security amount.
ii)	Above Rupees 10.00 lakhs and upto Rupees 50.00 lakhs.	In four quarterly installments in advance on the 1 st of April, 1 st of June, 1 st of September and 1 st of December of the year.
iii)	Above Rupees 50.00 lakhs.	In monthly installments in advance.

Note: The amount of one advance installment deposited at the time of commencement of the mining operations or within time allowed for the same shall be adjusted in a manner that the subsequent installments are payable for a full calendar month/quarter/year, as the case may be.

- (c) The lessee shall be liable to pay the amount of royalty on the mineral excavated and dispatched at the rate specified in the first schedule or dead rent, whichever is more and not both.
- (d) where the amount of royalty payable in respect of a month exceeds the amount of dead rent deposited in advance, the lessee shall deposit such amount of royalty on the mineral extracted and dispatched or consumed by the 7th day of the following month after adjusting the amount of advance dead rent already deposited.
- (e) In cases where the lessee has paid the amount of royalty or dead rent during a part of the year, which is equal to or more than the annual dead rent payable for the year, he shall not be required to deposit the advance dead rent for the remaining period of the said year and the royalty for the balance part of the year shall be deposited by the 7th day of the following month.

6. Amount to be deposited on account of Mines and Minerals Development Restoration and Rehabilitation Fund

Where the lessee is operating the area, he shall also deposit/ pay an additional amount, equal to 10% of the due dead rent or royalty, whichever is more along with amount of instalments on account of dead rent or royalty, towards the 'Mines & Minerals Development Restoration and Rehabilitation Fund' separately established under these rules.

7. Interest on delayed payments.

In case of any default in payment of the installments of dead rent/contract money/ contribution to the Mines & Minerals Development (Restoration and Rehabilitation) Fund on the due date(s), the amount would be payable along with interest at the following rates:

Sr. No.	Period of delay	Rate of Interest applicable
(i)	If paid within a period of 7 days from the due date	A grace period of up to 7 days is allowed without any interest
(ii)	If paid after 7 days but up to 30 days of the due date	15% on the amount of default for the period of default including the grace period;
(iii)	If paid after 30 days but within 60 days of the due date	18% on the amount of default for the period of default including the grace period;
(iv)	Delay beyond 60 days of the due date	It would amount to a 'breach', invite action for termination of the lease/ contract and the entire outstanding amount would be recoverable along with interest calculated @ 21% for the entire period of default.

8. Working of newly discovered minerals:

If any minor mineral, not specified in the lease, is discovered in the leased area, the lessee shall report the discovery without delay to the Government and shall not win or dispose of such minor mineral without obtaining a lease therefore. If he fails to apply for such a lease within six months from the discovery of the minor mineral, the Government or the authorised officer may give the lease in respect of such mineral, to any other person.

Provided that the Director or an officer authorized in this behalf, on being satisfied that the availability of such minor mineral(s) is not of sufficient quantity and quality and no separate lease is required for the newly discovered

minor minerals(s), may allow the contractor(s) by issuing separate permit in Form 'PIM2' for the disposal of specific quantity of such newly discovered minor mineral(s) on payment of advance royalty at the rates prescribed in the First Schedule and other amounts as specified under sub rule (19) of Rule 56

of the said rules, for the period not exceeding thirty days at one time. The royalty payable on the newly discovered minor mineral(s) shall be in addition to the royalty for the mineral already granted on lease.

Provided further that in case lessee further applies for disposal of such mineral(s), and the Director or any other officer authorized by him is satisfied that such minor mineral(s) is still available in the area, he may further grant subsequent permission(s):

Provided further that the grant of such permit may be refused for reasons to be recorded in writing:

9. To commence mining operations within 180 days and carry them on properly:

Unless the Government for sufficient cause otherwise, the lessee shall commence mining operations 180 days from the date of execution of the lease and shall thereafter conduct such operations in a proper, skilful and workman like manner.

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

10. To erect and maintain boundary pillars etc. :

The lessee shall at his own expenses, erect and at all times maintain and keep in good repairs boundary marks and pillars according to the plan annexed to the lease. Each of the pillars should be numbered and every pillar shall have GPS reading.

11. Accounts :

The lessee shall keep correct accounts showing the quantity and other particulars of all minerals obtained from the mines and the number of persons employed therein and a complete plan of the mine and shall allow any officer authorised by the Haryana Government or the Central Government in that behalf to examine at any time any accounts and records maintained by him,

and shall furnish to the Haryana Government or the Central Government with such information and returns as it may require.

12. To allow facilities to other lessees etc.:

The lessee shall allow existing and future licensees or lease holders/contractors of any land which is comprised in or adjoins or is reached by the land, held by the lessee, reasonable facilities for access thereto.

13. To allow entry to officers:

The lessee shall allow any officer authorised by the Haryana Government and the Central Government to enter upon any building, excavation or land comprised in the lease for the purpose of inspecting the mines.

14. Returns:

The lessee shall:-

- (a) submit a return in form 'MMPI' by the 7th of every month to the Director and also to other officer (s) specified in that form giving the total quantity of minor mineral(s) raised and dispatched from the leased area in the preceding calendar month and its value;
- (b) also furnish a statement giving information in Form 'MMP2' by the 15th April every year to the Director and to other Officer(s), specified in that form regarding quantity and value of minor mineral(s) obtained during last financial year, average number of regular labourers employed (men and women separately) number of accidents, compensation paid and number of days worked separately.

15. To strengthen and support the mines:

The lessee shall strengthen and support to the satisfaction of the Railway Administration or the State Government, as the case may be any part of the mine which in its opinion requires such, strengthening or support for the safety of any railway, bridge, national highway, reservoirs, canal, road or any other public work or building.

16. Notice for use of explosives, etc.:

The lessee shall immediately give notice in writing in Form 'IMSE1' to the following:

1. The Controller General, Indian Bureau of mines, Government of India, Nagpur;

2. The Chief Inspector to Mines, Govt. of India, Dhanbad;
3. The Director, Mines Safety, Govt. of India, Ghaziabad;
4. The Regional Controller of Mines, Indian Bureau of mines, Dehradun;
5. The Director Mines & Geology, Haryana;
6. The District Magistrate of the District concerned; and
7. The Assistant Mining Engineer/Mining Officer of the District concerned as soon as:

- (a) The working in the mines extend below superjacent ground; or
- (b) The depth of any open cast excavation measured from its highest to the lowest point reaches six meters; or
- (c) The number of persons employed on any day is more than 50;
or
- (d) Any explosives are used.

17. Maintenance of Sanitary conditions:

The Lessee shall maintain sanitary conditions in the area held by him under the lease.

18. To pay compensation for damage and indemnify the Government:

The lessee shall make and pay such reasonable satisfaction and compensation for all damage, injury or disturbance which may be done by him in exercise of the powers granted by the lease and shall indemnify the Government against all claims which may be made by third parties in respect of such damage, injury or disturbance.

19. Application of all Acts, Rules and Regulations to this lease:

The lessee shall abide by the provisions of Mines Act, 1952, Inter-state Migrant Workmen (Regulation and Employment and conditions of service) Act, 1979 and the rules and regulations framed there under and also the provisions of other labour laws both Central and State as are applicable to the workmen engaged in the mines and quarries relating to the provisions of drinking water, rest shelters, dwelling houses, latrines and first-aid and medical facilities in particular and other safety and welfare provisions in general, to the satisfaction of the competent authorities under the aforesaid Acts, Rules and Regulations and also to the satisfaction of the District Magistrate concerned. In case of non compliance of any of the provisions of

the enactments as aforesaid, Director may terminate the mining lease by giving one month's notice with forfeiture of security deposited.

Provided that the lessee shall carry out mining operations in accordance with all other provisions as applicable for undertaking mining including the provisions of Forest (Conservation) Act, 1980 and Environment (Protection) Act, 1986 and the rules made thereunder.

20. To report accident:

The lessee shall without delay report to the Deputy Commissioner of the district concerned and the Director or any other officer authorised by him, any accident which may occur at or in the leased area.

21. Delivery of possession of land and mines on the surrender or sooner determination of the lease:

At the end or sooner determination or surrender of the lease the Lessee shall deliver up the said lands and all mines (if any dug there) in a proper and workable state, save in respect of any working as to which the Government might have sanctioned abandonment.

22. To provide electronic weighing machine:

The lessee shall provide and at all times keep at or near the pit-head at which the said mineral shall be brought to bank a properly constructed and efficient electronic weighing machine and shall weigh or caused to be weighed thereon all the said minor minerals from time to time brought to bank, sold, exported and converted products, and shall at the close of each day cause the total weights, ascertained by such means of the said minor minerals, ores, products, raised, sold, exported and converted during the previous twenty four hours to be entered in the aforesaid books of accounts. The lessee shall permit the Government at all times during the said term to employ any persons to be present at the weighing of the said minor minerals, as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee. The lessee shall give 15 days previous notice in writing to the Officer-in-Charge, Bhiwani Mines of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

23. To secure pits shafts not fill them up:

The lessee shall well and properly secure pits and shafts and will not without permission in writing, willfully close, fill up or close any mine or shaft.

24. Not to enter upon or to commence operations in the reserved or protected Forest:

The lessee shall not enter upon or commence any mining operations in any reserved or protected forest comprised in the leased area except after previously obtaining permission in writing of the Chief Conservator of Forest, Haryana.

25. To respect water rights and not injure adjoining property:

The lessee shall not injure or cause to deteriorate any source of water, power or water-supply and shall not in any other way render any spring or stream or water unfit to be used or to do anything to injure adjoining land, villages or houses.

26. Stocks lying at the end of the lease:

- (a) The lessee on expiry of the lease period (successful completion of the lease) shall remove already extracted all of the mineral from the premises of the quarry within a period of seven days. In case any quantity of the already extracted mineral, in the said land is left un-disposed off and is not removed within seven days from the date of expiry of the period of lease the same shall be deemed to be the property of the Government who may dispose it off in any manner it may like without pay anything thereof to the lessee.
- (b) The lessee on the termination or sooner determination of the lease shall not remove extracted mineral from the premises of the leased areas. All extracted minerals in the said lands left over un-disposed after the termination or determination of lease shall be deemed to be property of the Government who may dispose it off in any manner it may like without pay anything thereof to the lessee.

27. Payment of taxes:

The lessee shall duly and regularly pay to the appropriate authority all taxes, cesses and local dues in respect of the leased area, said minor minerals or the working of the mines.

28. Payment of additional amount for reclamation/ restoration:

The lessee shall also deposit/pay additional amount equal to 10% of the amount of royalty/dead rent along with the payment of royalty or dead rent, whichever is more, by the 7th of every month, in a joint account to be operated with the Assistant Mining Engineer/Mining Officer concerned to ensure the compliance of the Reclamation & Restoration works. This

additional amount shall be refunded after satisfactory Reclamation/ Restoration of the area after mining in accordance with the Mine Closure Plan.

Provided that in case the lessee fails to reclaim/ restore the area as per mining plan to the satisfactions of the State Government, the amount deposited in the joint account shall be forfeited and used for the restoration of the area by the department.

Provided further that in case no rehabilitation position of the mine comes during the tenure of the mining lease, the amount so deposited shall be kept by the State Government in the mining area development fund for future use as and when the mine reaches to a stage requiring restoration and rehabilitation.

29. Assign sublet or transfer of the lease:

The lessee shall not assign, sublet or transfer the lease to any person without obtaining prior permission in writing from the Government.

30. Fencing of working place:

If a working place is found to be unsafe all persons shall be withdrawn by the lessee immediately from the dangerous area and all access to such working place except for the purpose of removing the danger or saving life shall be prevented by securely fencing the full width of all entrances to the place, at his own cost.

31. Fencing of excavation after termination or sooner determination of the lease :

The lessee on termination or sooner determination of the lease, shall at his own cost, suitably fence the excavations for safety as instructed by the Director of Mines & Geology, Haryana, or the Assistant Mining Engineer/ Assistant Geologist/ Mining Office concerned.

32. Felling of trees:

The lessee shall not fell or cut any tree, standing on the land wherein the quarry is located without obtaining prior permission in writing from the Collector of the District concerned or Chief Conservator of Forests, Haryana, in respect of Forest areas, as the case may be and paying its price fixed by him.

33. Security deposit shall carry no interest:

The security deposited by the lessee shall not carry any interest.

34. State Government not responsible for loss to lessee:

The Government shall not be responsible for any kind of loss to the lessee.

Part-IV

Rights of the State Government

1. Suspension or termination of the lease:

The Director or an officer authorised in this behalf shall have the right to suspend or prematurely terminate the lease.

(a) If the dead rent or royalty or surface rent or any other amount due to the Government are not paid,

(b) if any of the terms and conditions of the lease deed or conditions of grant or permission to undertake mining by any other statutory authority or competent authority is violated;

(c) if any of the provisions of these rules and other laws both Central and State as are applicable to mines and minerals, are not complied with:

Provided that no orders of suspension or termination of the lease shall be passed by the Director or an officer authorised by him without giving reasonable opportunity to show cause and following the procedure prescribed in the Haryana Minor Mineral Concession, stocking and Transportation of Mineral and Prevention of Illegal Mining Rules 2012.

Provided further that the authorised officer may also at any time after issuance of the notice for default on account of non payment of dues, enter upon the said premises and detain all or any of the mineral(s) or movable property therein and may carry away, detain or order the sale of the property so detained, or so much of it as will suffice for the satisfaction of the rent or royalty or both dues and all costs and expenses occasioned by the non-payment thereof and shall give proper receipt of the articles carried away.

2. Determination of lease in public interest:

The Government may by giving 'six months' prior notice in writing determine the lease if the Government consider that the minor mineral under the lease is required for establishing an Industry beneficial to the public:

Provided that in the State of National Emergency or war, the lease may be determined without giving such notice.

3. Right of pre-emption:

The government shall from time to time and at all times during the terms of lease have the right (to be exercised by notice in writing to the lessee) of pre-emption of the said mineral(s) and all products thereof lying in or upon the said lands hereby demised or elsewhere under the control of the lessee and the lessee shall deliver all minerals or products thereof to the Govt. at current market rates in such quantities and in the manner at the place specified in the notice exercising the said right.

4. Penalty for not allowing entry to officers:

If the lessee or his transferee or assignee does not allow any entry or inspection under clause (9) of part-III, the Director may cancel the lease and forfeit in whole or in part the security deposit paid by the lessee under sub rule (iii) of rule 8 or rule 15, as the case may be of the Haryana Minor Mineral Concession, Stocking & Transportation of Minerals and Prevention of Illegal Mining Rules, 2012.

5. Settlement of Rent and Compensation payable to third parties thereof:

In case the occupier(s) or owner(s) of the said land refuses his/ their consent to the exercise of the rights and powers reserved to the Government and demised to the lessee under these presents, the lessee shall report the matter to the Assistant Mining Engineer/ Assistant Geologist/ Mining Officer who shall request the Collector of the district concerned to direct the occupier(s) or owner(s) to allow the lessee to enter the said lands and to carry out such operations as may be necessary for working the mine, on payment in advance of such rent or compensation to the occupier or owner by the lessee, as may be fixed by the Collector as per the provisions of rules 64 & 65 of the rules.

Suspension of mining operations:

The Director may order to suspend the mining operations after serving a notice to the lessee, in case, the following violations are noticed:-

- (a) unsafe and unscientific mining;
- (b) non operations of weighbridge;
- (c) non providing of safety appliances to the workers;
- (d) non payment of compensation to the surface owners;
- (e) non submissions of monthly returns;

In case of violations of the aforesaid conditions and also any other terms and conditions of the agreement deed and the provisions of the rules, the Director may give a notice to the lessee to remedy the violations within a period of 15 days from the date of issue of the notice. In case, the violations pointed out through notice, are not remedied within the stipulated period of 15 days, the Director may after affording an opportunity of being heard to the lessee, order the suspension of the mining operations till such time, the defaults/ defected are removed by the lessee within the time frame (within a maximum period of six months) granted by the Director. During the period of suspension of mining operations, the lessee will be allowed only to undertake rectification work for removal of the defects and shall not dispose off the mineral. During the suspension period, the lessee shall be under the obligation to deposit the amount of the dead rent on the due dates.

On satisfactory removal of the defects, the Director may revoke the suspension orders with or without any modification. Non removal of the defects/ defaults during the suspension period and within the time allowed by the Director, shall lead to premature termination of lease.

Part-V General

1. Cancellation:

The lease shall be liable to be cancelled by the Director if the lessee cease to work the mine for a continued period of six months without obtaining written sanction of the Government.

2. Notices:

Every notice by these presents required to be given to the lessee shall be given in writing to such person resident on the said lands as the lessee may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee by registered post addressed to the lessee at the address recorded in this lease or at such other address in India as the lessee may from time to time in writing to the Government designate for

the receipt of notices and every such service shall be deemed to be proper and valid service upon the lessee and shall not be questioned or challenged by him.

3. Recovery of government dues as arrears of land revenue:

Without prejudice to any other mode of recovery authorised by any provision of this lease or by any law, all amounts, falling due hereunder against the lessee may be recovered as arrears of land revenue under the law in force for such recovery.

4. Forfeiture of property left more than three months after expiry or determination of lease:

The lessee should remove his property lying on the said lands within three months after the expiry or sooner determination of the lease or after the date from which any surrender by the lessee of the said lands under rule 27 of the Haryana Minor Mineral Concession, Stocking & Transportation of Minerals and Prevention of Illegal Mining Rules, 2012 becomes effective, as the case may be, the property left after the aforesaid period of three months shall become the property of the government and may be sold or disposed of in such manner as the Government shall deem fit without liability to pay any compensation therefore, to the lessee.

5. Security and forfeiture thereof:

(a) the Government may forfeit the whole or any part of the amount deposited as 'Security' under this lease, in case the lessee commits a breach(s) of any covenants to be performed by the lessee under this lease.

(b) Whenever the said security deposit or any part thereof or any further sum hereafter deposited with the Government in replenishment thereof is forfeited under sub clause (a) or applied by the Government under this lease (which the Government is hereby authorised to do) the lessee shall immediately deposit with the inappropriate part thereof to bring the amount in deposit with the Government up to the requisite amount of security at that point of time of lease.

(c) The rights conferred to the Government by clause (a) shall be without prejudice to the rights conferred on the State Government by any other provision of this lease or by any law.

(d) On such date as the Government may elect within twelve calendar months after the determination of this lease or any renewal thereof, the amount of security

deposit paid in respect of this lease and then remaining in deposit with the Government and not required to be applied to any of the purposes mentioned in this lease shall be refunded to the lessee. No interest shall run on the security deposit.

6. Survey and demarcation of the area:

When a mining lease is granted by the Government arrangement shall be made, if necessary, at the expense of the lessee, for the survey and demarcation of the area granted under the lease. The lessee shall have to bear actual expenses of the staff deputed for the work. Actual expenses will include travelling allowances, daily allowances and salary of staff plus 10 percent as instrument charges.

7. Surrender of a mining lease by the lessee:

The Government may accept the request of a lease holder for surrender of a lease or part thereof in cases where it is established that it has not been found feasible to operate the lease grant for whatsoever reasons subject to the condition that the lessee:

- (i) has been regular in furnishing the production returns as required in terms of the lease agreement;
- (ii) has been taking the requisite steps for the progressive mine closure plan as per the conditions of the lease grant;
- (iii) is not in default of payment of any dues of the Government as on the date of making such application and undertakes to pay all such dues till the date of expiry of the notice period either in cash in advance or by way of adjustment of the security or both.

Provided that in case the lessee makes an application for surrender of part area of the lease, it shall not result in any prorated reduction of the dead rent and the rate of dead rent payable and applicable for the entire area at the time of such application shall remain intact.

8. Penalty for repeated breaches:

In case of repeated breaches of covenants and agreements by the lessee for which notice has been given by the State Government in accordance with Sub-rule (1) of Rule 73 and/or sub rule(1) of rule 74 of the Haryana Minor Mineral Concession, Stocking & Transportation of Minerals and Prevention of Illegal Mining Rules, 2012

on earlier occasions, the State Government without giving any further notice, may impose such penalty not exceeding twice the amount of annual dead rent specified in clause 3 of part-III of this form.

9. **Obtaining sale tax number:**

The lessee shall get himself registered with the commercial Taxes Department of Haryana State and shall obtain the Sales Tax number.


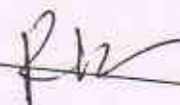
10. **Overriding effect:**

Unless otherwise specifically provided, it is agreed that this deed shall be governed by the provisions of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) and the rules made there under. The provisions of the Act and the rules shall prevail over the terms and conditions of the agreement.


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


(Signature of the Lessee)

Witnesses:-


1. 
2. 

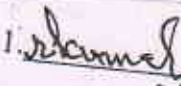
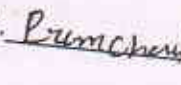
(Signature of sureties)

1.  (On behalf of Smt Manita Jain)

Witnesses:-

1. 
2. 


Director:
Mines and Geology Haryana
For and on behalf of the Government
of Haryana

1.  Asst. G.O. DMG Hry
2.  Asst. G.O. DMG Hry