भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

INDIA

राजस्थान RAJASTHAN

सविदा # 288 C.

एम.एल. न. 06/04

प्रधान खनिज

00 7198

यह नोन ज्यूडिशियल स्टाम्प राशि रूपये 1000/- (एक हजार मात्र) खनन पट्टा खनिज क्वार्टज फैल्सपार निकट ग्राम खाखा का गुडा तहसील कुम्भलगढ़ जिला राजसमन्द मे क्षेत्रफल 4.56 हैक्टर निदेशालय खान एवं भू-विज्ञान विभाग उदयपुर के आदेश क्रमांक निखाभू /राज-1/सीसी-1/प-1 (1) 6/04/196 दिनांक 24.01.08 द्वारा श्री अशोक जैन पुत्र श्री चन्दन मल जैन निवासी देवगढ़ मदारिया जिला राजसमन्द के पक्ष में संविदा पंजियन की तिथि से 30 वर्ष के लिये खनिज रियायत नियमावली 1960 एवं एम0 एम0डी0आर0 एक्ट 1957 तथा समय-समय पर होने वाले संशोधनानुसार संविदा की शर्तों एवं अनुबन्धों के अनुसार लागू होगा के तहत स्वीकृत किया गया है. यह स्टाम्प पेपर स्वीकृत खनन पट्टा की संविदा के साथ संलग्न है।

उक्त खनन पट्टा की अवधि संविदा पंजियन की तिथि से 30 वर्ष है,खनन पट्टे का वार्षिक स्थिर भाटक खान एवं खनिज (विकास एवं विनियम) एक्ट 1957 की तृतीय अनुसूची के अनुसार एवं समय-समय पर संशोधन हो उसके अनुसार होगा, प्रतिभूति राशि रूपया 10,000/- अक्षरे रूपये दस हजार मात्र राज कोष मे एम.एस.सी. के रूप मे जमा है।

यह संविदा आज दिनांक 29/4/08 को पट्टेधारी एवं राज्य सरकार के मध्य निष्पादित किया गया।

गवाह न. 1- [illegible]

गवाह न. 2- [illegible]

हस्ताक्षर पट्टाधारक

अनुमोदित
APPROVED

सहायक अभियन्ता
खान एवं भू-विज्ञान विभाग
उदयपुर इव उदयपुर (राज.)

सहायक अभियन्ता
खान एवं भू-विज्ञान विभाग
राजसमन्द जिला राजसमन्द

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हस्ताक्षर स्टाम्प विक्रेता राजसमन्द
कमल बोल्या
स्टाम्प विक्रेता लाइसेंस 06 / 2004

आज दिनांक 12 माह मिइ सन् 2008 को 10:11 बजे
श्री / श्रीमति / सुश्री ASHOK JAIN पुत्र / पुत्री / पत्नी श्री CHANDAN MAL JI
उम्र 50 वर्ष जाति JAIN व्यवसाय BUSS.
निवासी DEV GADH MADARIYA
ने मेरे सम्मुख पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता
(2008001108)
(Mining lease & transfer of mining lease)

हस्ताक्षर उप पंजीयक NATHDWARA

हस्ताक्षर अंगूठा

उक्त श्री / श्रीमती / सुश्री (Executant)
1-KHANI ABHIYANTA KHAN E BHU VIGYAN
VIBHAG
Age-0, Caste-
Occ.-SER
R/O-RAJSAMAND KHAND I

ने लेखपत्र Mining lease & transfer of minin lease
को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया।

उक्त निष्पादक की पहचान
1. श्री [illegible] पुत्र GAHAFAT SINGH
[illegible] RAJPUT [illegible] BUSS
निवासी DEV GADH

2. श्री / श्रीमती / सुश्री KANHAIYA LAL
पुत्र / पुत्री / पत्नी श्री BANSILAL JI उम्र 35 वर्ष
[illegible] BUSS.
निवासी [illegible] NATHDWARA [illegible]

[illegible]

[illegible] उप पंजीयक NATHDWARA
(Mining lease & transfer of mining lease)

खनन पट्टा संख्या 06/04

FORM K
MODEL FORM OF MINING LEASE
(See rule 31)

THIS INDENTURE made this ..29/4/08.. day of .....
Between the Government of Rajasthan / the President of India (hereinafter referred to as the 'State Government' which expression shall where the context so admits be deemed to include the successors and assigns) of the one part and-

श्री अशोक जैन पिता श्री चन्दन मल जैन
निवासी – देवगढ़ मदारिया
तहसील देवगढ़ जिला राजसमन्द (राज.)

(When the lessee is an Individual)
(Name of person with address and occupation) (Hereinafter referred to as "the lessee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted)

(When the lessee are more than One Individual)

Mr.....Nill.....
.....Nill.....

Mr.....Nill.....
.....Nill.....
(Name of person with address and occupation) (Hereinafter referred to as "the lessee" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns).

(When the lessee are more than One Individual)

Mr.....Nill.....
.....Nill.....

Mr.....Nill.....
.....Nill.....
(Name and address of all the partners all carrying on business in partnership name and style of M/S Nill (Name of the firm) registered under the Indian Partnership Act, 1932 (09 of 1932) and having their registered office at Nill in the town of (hereinafter referred to as "the lessee" which expression where the context so admits be deemed to include all the said partners their respective heirs, executors, legal representatives and permitted assigns)

(When the lessee is a registered Company)

उप पंजीयक
कुम्भलगढ़, जिला-राजसमन्द

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Mr.....Nil.....
(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 where the context so admits be deemed to include its successors and permitted assigns), of the other part.

WHEREAS THE lessee/lessee has / have applied to the State Government in accordance with the Mineral Concession Rules, 1960 feldspar in respect of the lands described in part I of the Schedule here under written and has /have deposited with the State Government the State Government the sum of Rs. 10,000/- as security and the sum of Rs.1500/- for meeting the preliminary expenses for a mining lease (and WHEREAS the central Government has approved the grant of lease)

WITNESSETH that in consideration of the rents and royalties, convenants and agreements by and in these present and the Schedule hereunder written reserved and contained and on the part of lessee/lessees to be paid observed and performed, the State Government (with the approval of demises unto lessee/lessees.)

All those the mines beds/ veins seams of क्वार्टज, फेल्सपार (here state the mineral or minerals) (hereinafter and in the Schedule referred to as the said minerals) situated lying and being in or under the lands which are referred to in part I of the said Schedule, together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith 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 in to the state Government the liberties, powers and privileges mentioned in part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessee/lessee from the date of Registration for the term of 30 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 respective times therein specified subject to the provisions contained in part VI of the said schedule and the lessee/lessees hereby convenants/convenant with the State Government as in part VII of ge said schedule is expressed and the State Government hereby convenants with the lessees/ lessees as in part VIII of the said schedule as expressed AND it is hereby mutually agreed between the parties hereto as in part IX of the said schedule is expressed.
IN WITNESS WHERE OF these presents have been executed hereunder The schedule above referred to.

PART -1

THE AREA OF THIS LEASE

Location and area of the lease-

All the tract of lands situated at Near Village खाखा का गुडा (Description of area or areas) 4.56 Heet in (pargana) in Rajsamand the registration District of Rajsamand Sub-District ..... And Thana Rajsamand bearing Cadastral survey Nos 45/C/1 and 15

Containing an area of 4.56 Heet or thereabout delineated on the plan here to annexed and there on coloured ..... And bounded as follows-

On the North by	As per Plan and description
On the South by तीनकिल रिपोर्ट संलग्न	
On the East by	Report Attached here with
And	
On the West by	

Herein after referred to as "the said lands"

PART-2

Liberties, power and privileges to be exercised and enjoyed by the lessee/lessees subject to the restrictions and conditions in Part III.

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

1. Liberty and power at all times during the term here by 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/minerals.

To sink, drive and make pits, shafts and inclines etc.-

2. Liberty and power for on in connection with any of the purposes mentioned in The part to sink drive make maintain and use in the said lands and pits shafts inclines drifts levels waterways airways and other works (and to use maintain deepen or extent any existing works of the like nature in the said lands.)

To bring and use machinery equipment etc.

3. Liberty ad power for or in connection with any or the purposes mentioned
In this part to erect, construct, maintain and use on or under the said lands an engines, machinery, Plant, dressing floors furnaces, coke ovens, brick-kilns, workshops, store-houses, bungalows, godowns, sheds and other buildings and other works and conveniences of the like nature on of under the said sands.

To make roads and ways etc, and use existing road ways-

4. Liberty and power for on in connection with any of the purposes Mentioned in this part to make any tramways, roads, aircraft landing grounds and other ways in or over the said lands and to use aircrafts, locomotives and other vehicles over the same (or any existing railways roads and other ways in or over the said lands) on such conditions as may be agreed to.

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To get building and road materials, etc:-

5. Liberty and power for or in connection with any of the purposes mentioned in this part of quarry and get stone gravel and other building and road materials and clay & to use & employ the same & to manufacture such clay into bricks or tiles & but it sell any such material bricks or tiles.

To use water form streams etc:-

6. Liberty and power for or in connection with any of the purposes mentioned in but subject to the right of any existing or future lessees and with he written permission of [illegible] to appropriate and use water form any steams water-course, springs or other sources 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 culverts, drains or reservoirs but not as so to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or 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 use land for stacking, heaping, depositing purposes

7. 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 therein any produce of the mines or works carried on any any tools, equipment, earth and material and substances dug or raised under the liberties and powers mentioned in this part.

Beneficiation and coveying away of production:-

8. (a) Liberty and power to enter upon and use a sufficient part of the said lands to beneficiate any ore produced from the said lands and to carry away such beneficiated ore.

To make coke (to be used in case of coal only) :-

To Clear brushwood and to fell and utilize trees, etc:-

8 Liberty and power for or in connection with any of the purposes mentioned in this part subject to the existing rights of others and save as provided in clause 3 of Part III of this Schedule to clear undergrowth and brushwood 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 trees or timber felled and utilized, by him/them at the rated specified by the Forest Commissioner/Collector or the State Government.

Restriction and conditions as to the exercise of the liberties, powers and privileges in part-II

No building etc. upon certain places:-

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 ground, burning or burial ground or place held sacred by any class of persons or any house or village site, public road or other place which the late government may determine as public ground nor in such a manner as to injure or prejudicially effect any buildings works property or rights of other persons and to land VIII be used for surface operations 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.

Permission for surface operations in a land not already in use-

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

To cut trees in unreserved lands.

3. The lessee lessees shall not without the express sanction of the Deputy Commissioner/Collector cut down or injure any timer or trees on the said lands but may without such sanction clear away any brushwood or undergrowth which interferes with any operations authorized by these presents. The Collector or the State Government may require the lessee/lessees to pay for any trees or timer felled and utilized by him/them at the rates specified by the Collector of the District.

To enter upon reserved forests-

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

No mining operations within 50 meters of public works etc.-

5. The lessee/lessees shall not work or carry on or allow to be worked or carried [illegible] mining operations at or in any point within a distance of 50 [illegible] railway line except with the previous written permission [illegible] Railway Administration concerned or under or beneath any [illegible] or any ropeway trestle or station, except under and [illegible] with the written permission of the Collector or any resp[illegible] other public works such as public roads and buildings [illegible] inhabited site except with the previous written permission [illegible] the Collector or any other officer.

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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 50 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 there of . In the case of village roads no working shall be carried on within a distance of 30 meters of the outer edge of the cutting except with the previous permission of the Collector or any other officer duly authorized by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, or special, which may be attached to such permission.

Explanation :- For the purposes 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 clause (6) of section 3 of that Act. "Public Road" shall mean a road which has been constructed use. Village road will include any track shown in the Revenue record as village road.

Facilities for adjoining Government licenses and leases:-

6. The lessee/lessees shall allow existing and future holders of government licenses or lease over any land which is comprised in or adjoins or is reached by the land held by the lessee/lessees reasonable facilities of access there to.

PROVIDED THAT no substantial obstruction or interference shall be cause By such holders of licenses of leases to the operations of the lessee/lessees Under these presents and fair compensation (as may be mutually agreed Upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee/lessees for loss or damage Sustained by the lessee/lessees by reason of the exercise of this liberty

PART-IX

Liberties, Powers and Privileges reserved to the State Government.

To work other minerals:-

1. Liberty and power for the State Government, or to any lessee or persons Authorized 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 minerals other than the sand minerals and any other substances and for those purposes to sink, drive, make erect, construct, maintain and use such pits, shafts, inclines, drifts, levels another lines, waterways, water courses, drains, reservoirs, engines, machinery, plant, buildings, Canals, tramway, railways, roadways and other works and conveniences as may be deemed necessary or convenient.

   PROVICED THAT in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with liberties, powers and privileges of the lessee/lessees under these presents and that fair compensation (as may be mutually agreed upon or in the even of disagreement as may be decided by the State Government) shall be made to the lessee/lessees in reason or in consequence of the exercise of such liberty and power.

To make railways and roads:-

2. Liberty and power for the State Government, or to any lessee or persons 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 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 materials for making, maintaining and repairing such railways, tramways and or any existing railway and roads and to and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, locomotives or other vehicles over or along any such railways, tramways, road lines and other ways for all purposes and as occasion may require, provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee/lessees under these presents and that fair compensation as may be decided by the State Government shall be made to the lessee/lessees for all loss or damage substantial hindrance or interference shall be caused to or with the exercise by such lessee or reason of such liberty and power.

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उप पंजीयक
माधवाड़ा, जिला-उदयपुर

PART-V

Rent and royalties reserved by this lease

To pay dead rent or royalty whichever is higher:-

1. The lessee shall pay, for every year, dead rent as specified in clause 2 of This Part; Provided that, where the holder of such mining lease becomes liable under section 9 of the Act, to pay royalty for any mineral removed of or consumed by him or by his agent manager, employee, contractor or sub-lessee from the leased area, he shall be liable to pay either such royalty or the dead rent in respect of that area whichever is higher. The lessee shall pay interest @24% P.A. as per rule MCR 1960 Rule 64.

Rate and mode of payment of dead rent:-

2. Subject to the provisions of clause 1 of this Part , during the subsistence of The lease, the lessee/lessees shall pay to the State Government annual dead rent for the lands demised and described in Part I of this Schedule at the rate of the time being specified in Third Schedule to the Act. In such manner as may be specified in this behalf by the State Government.

Rate and mode of Payment of Royalty :-

3. Subject to the provision of clause 1 of this part, the lessee/lessees shall During The subsistence of this lease pay to the State Government at such times and in such manner as the State Government may prescribe royalty in respect of any mineral/minerals removed by him/them from the lease area at the rate for the time being specified in the Second Schedule to the Mines and Minerals (Development and Regulation) Act,1973.

Payment of surface rent, and water rate :-

4. The lessee/lessees shall pay rent and water rate to the State Government in Respect in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessees/lessees under the authority of these presents at the rate of Rs ..... Rupees ..... Respectively per annum per hectare of the area so occupied or used and so in proportion for any area less than a hectare during the period from the commencement of such occupation or used until the area shall cease to be so occupied or used and shall as far as possible restore the surface land so used to its original condition Surface rent and water rate shall be paid as hereinbefore detailed in clause 2 PROVIDED THAT NO such rent/water rate 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 rights of access.

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PART-A

Provisions relation to the rents and royalties

M.C.R.1960 के नियम 64 की सी० डी० में उल्लेखित शर्तें निर्देशों की समय-समय पर होने वाले संशोधनों के अनुसार मानता की जाएगी।

Rent and royalties to be free from deduction etc.:

1. The rent, water rate and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the State Government at ऐसे अधिकारी राजस्व अपील-प्राधिकारी (राज्य) and such manner as the State Government may prescribe

PROVIDED ALWAYS and it is hereby agreed that Rs. 10,000/- the balance standing to the credit of the lessee/lessees over an area which included the said lands shall be retained and accepted by the State Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

Mode of computation of royalty:-

2. For the purposes of computing the said royalties the lessee/lessees shall keep a correct account of them mineral/minerals produced and dispatched. The accounts as the weight of the mineral/minerals in stock or in the process of export may be checked by an officer authorized by the Central or State Government. Here specify the mode of arriving at sale price/prices at pits mouth of mineral/minerals.

Course of action if rents and royalties are not paid in time :-

3. Should any rent, royalty or other sums due to the State Government under the terms and conditions of these presents be not paid b the lessee/lessees within the prescribed time the same, together with simple interest due thereon at the rate of twenty-four percent per annum may be recovered on certificate of such officer as may be specified by the State Government by general or special order, in the same manner as an arrear of land revenue.

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जिला-राजसमन्द

PART-VI

The covenants of the Lessee/Lessees

Lessee to pay rents and royalties, taxes, etc.:-

1. The lessee/lessees shall pay the rent, water rate and royalties reserved by this lease at such times and in the manner provided in PARTS V and VI of these presents and shall also pay and discharge all taxes, 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 Central and State Governments upon or in respect of the premises and works of lessee/lessees in common with other premises and works of a like nature except demands for land revenues.

To maintain and keep boundary marks in good order :-

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

To commence operations within two years and work in a workman-like manner :-

3. The lessee/lessees shall commence operation within two years from the date of registration execution of the lease and shall thereafter at all times during the continuance of his lease search for, win work and develop, the said minerals without voluntary intermission in a skilful and workman-like manner and as prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structures or other property thereon. For the 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.

To indemnify Government against all claims:-

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

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

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

To strengthen and support the mine to necessary extent:-

6. The lessee/lessees shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government, as the case may be any part of the mine which in its opinion requires such strengthening or support for the safety of any railway, reservoir, canal, road and any other public works or structures.

To allow inspection of workings:-

7. The lessee/lessees shall allow any office authorized by the central Government or the state Government in that behalf to enter upon the premise including any building, excavation or land comprised in the lease for the purpose of inspecting, examining, surveying, prospecting and making plans there of sampling and collecting any data and the lessee/lessees shall with proper person employed by the lessee/lessees and acquainted with the mines and work effectually assist such officer, agents, 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 reasonable require and also shall and will conform to and observe all orders and regulations which the Central and State Governments as the result of such inspection or otherwise may, from time to time, see fit to impose.

To report accident

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

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To report accident:-

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

To keep records and accounts regarding production and employees etc:-

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

(1) Quality and quality of the said mineral/mineral realized from the said lands.
(2) Quality of the various qualities of ores beneficiated or converted (for example coal converted into coke).
(3) Quantities of the various qualities of the said mineral/minerals sold and exported separately.
(4) Quantities of the various qualities of the said mineral/minerals otherwise disposed of and the manner and purpose of such disposal.
(5) The prices and all other particulars of all sales of said mineral/minerals.
(6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.
(7) Such other facts particulars and circumstances as the Central or the State Government may from time to time require and shall also furnish free of charge to such officers and at such times as the Central and State Governments may appoint true and correct abstract of all of 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 Central Government or State Government shall in that behalf appoint to enter into and have free access to the said officers for the purpose of examining and inspecting the said books of accounts, plans and records and to make copies there of and make extracts there from.

To maintain plans, etc.:-

11. The lessee/lessees shall at all times during the said term maintain at the in office correct intelligible up-to-date and complete plans and section of the mines in the said lands. They shall show all the operations, and workings and workings and all the trenches, pits and drillings made by him/them in the course of operations carried on by him/them under the lease, faults and other disturbances encountered and geological data and all such plans and sections shall be amended and filled up by and from actual surveys to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee/lessees shall furnish free of charge to the Central and State Governments true and correct copies of such plans and sections whenever required.

(A)The subsoil and strata through which they pass.
(B)Any minerals encountered.
(C)Any other matter of interest and all data required by the central and State Government, from time to time.

The lessee/lessees shall allow any officer of the Central or the State Government, authorized in this behalf by the Central Government, to inspect the same at all reasonable times. He/they shall also supply when asked for by the State Government/the Coal Controller the Director-General, Geological Survey of India the Controller General. Indian Bureau of Mines. A composite plan of the area showing thickness. Dip, inclination, etc. of all the seams as also the quantity of reserves quality-wise.

11A. The lessee shall pay a wage. Not less than the minimum wage prescribed by the Central of State Government from time to time.

11B. The lessee shall comply with provisions of the Mines Act,1952 and the rules made there under.

11C The lessee shall take measures for the protection of environment like Planting of trees, reclamation of land, use of pollution control devices; and such other measures as may be prescribed by the Central or State Government, from time to time, at his own expense.

11D The lessee shall pay compensation to the occupier of the land on the date and in the manner laid down in these rules.

11E The lessee shall, in the matter of employment, give preference to the tribals and to the persons who become displaced-because of the taking up of mining operations.

Act,67 of 1975:-

12. The lessee/lessees shall be bound by such rules as may be issued from time to time by the Government of India under section 18 of the mines and Minerals (Development and Regulation) Act, 1957 (Act 67 of 1975) and shall cut [illegible] mining or other operations under the said lease in any way other than as prescribed under these rules.

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To provide weighing machine:-

13. Unless specifically exempted by the state Government the lessee/lessees shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighting machine and shall weigh or cause to be weighed there on all the said minerals, from time to time, brought to bank, sold, exported and converted and also the converted products and shall at the close of each day cause the total weights, ascertained by such means of the said 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/lessees shall permit the state Government at all times during the said term to employ any person or person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts there of and to check the accounts kept by the lessee/lessees. The lessee/lessees shall give 7 days previous notice in writing to the Collector of every such measuring or weighing in order that he or some officer on his behalf maybe present may be present thereat.

To allow test of weighing machine:

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

To pay compensation for injury of third parties :-

15. The lessee/lessees shall make and pay reasonable satisfaction and compensation for all damages injury or disturbance of person or property which may be done by or on the part of lessee/lessees in exercise of the liberties and power granted in these presents and shall at all times save harmless and keep indemnified the State Government from and against all suits, Claims and demands which may be brought against persons in respect of any such damage, injury of disturbance.

Not to obstruct working of other minerals :-

16 he lessee/lessees will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working within the said lands of any minerals not included in this lease and shall at all times afford to the Central and State Government and to the holders of prospecting licenses or mining leases 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 carrying away the same provide that the lessee/lessees shall receive reasonable compensation for any damage or injury which he/they may sustain by reason or in consequence of the use of such passage by such lessees or holders of prospecting licenses.

Transfer of lease :-

17.

(1) The lessee/lessees shall not, without the previous consent in writing of the State Government , Omitted

(a) assign, sublet, mortgage, or in any other manner, transfer the mining lease , or any right, title or interest therein, or

(b) enter into or make any arrangement, contract or understanding where by the lessee/lessees 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 the lessee/lessees:

Provided that the State Government shall not give its written consent unless-

(a) The lessee has furnished an affidavit along 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;

(b) The transfer of the mining lease id to be made to a person or body directly undertaking mining operations.

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(2) Without prejudice to the above provisions the lessee/lessees may , subject to the conditions specified in the proviso to rule 35 of said Rules, transfer this lease or any right, title or interest therein. For person who has filed an affidavit stating that he has filed up-to-date income tax returns, paid income tax assessed on him and paid the income tax on the basis of self-assessment as provided in the Income Tax Act,1961(43 of 1961). On payment of five hundred rupees to the State Government ;

Provided that the lessee/lessees shall make available to the transferee the original or certified copies of all plans of abandoned workings in the area and in belt 65 meters wide surrounding it.

Provided further that where the mortgagee is an institution or a bank or a corporation to meet with the requirement to income tax and the said valid clearance certificate.

(3) The State Government may by order in writing, determine the lease at any time if the lessee/lessees has/have in the opinion of the State Government, committed a breach of any of the above provisions or has/have transferred the lease or any right, title or interest therein otherwise than in accordance with clause(2):

Provided that no such order shall be made without giving the lessee/lessees a reasonable opportunity of stating his/thief case.

Not to be financed or controlled by a Trust, Corporation, Firm or person:-

18. The lease shall not be controlled and the lessee/lessees shall not allow themselves to be controlled by any Trust, Syndicate, Corporation, First or person except with the written consent of the Central Government. The lessee/lessees shall not enter into or make any arrangement compact or understanding whereby the lessee/lessees will or may be directly or indirectly financed by of under which the lessee/lessee's 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, First or person unless with the written sanction given prior to such arrangement compactor understanding being entered into or made of the Central Government 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 and shall always be subject to an express condition binding upon the other part or parties there to 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 even of any such requisition being made forth with thereafter determined by the lessee/lessees accordingly.

Lessee shall deposit ay additional amount necessary –

19. Whenever the security deposit of Rs.10,000 any part there of any further Sum here after deposited with the State Government in replenishment there of shall be forfeited or applied by the Central or State Government pursuant to the power in here in after declared in that behalf the lessee/lessees shall deposit with the State Government such further sum as may be sufficient with the unappropriate part there of to bring the amount in deposit with the State Government up to the sum of Rs. 10000/-

Notes- 1 The Security deposit Rs.10,000/- in N.S.C/ F.D.R.
Wide no 57074 Date 27.2.08
2 Financial Assurance Rs.1,00,000/- in N.S.C/ F.D.R.
Wide no [illegible] Date [illegible]

Delivery of workings in good order to State Government after 50.000/-

Determination of leave–

20. The lessee/lessees shall at the expiration or sooner determination of the said term or any renewal there of deliver up to the State Government all mines, pits, shafts, inclines, drifts, levels , after ways, airways ad other works now existing or here after to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machinery set up by the lessee/lessees below ground which cannot be removed without causing injury to the mines of works under the said lands (except such of the same as may with the sanction of the State Government have become dixused) and all buildings and structures of bricks or stone erected by the lessee/lessees above ground level in good repair order and condition and fit in all respects for further working of said mines and the said minerals.

Right of pre-emption–

21.A The state 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/lessees) pre emption of the said minerals (and all products there of) lying in or upon the said lands here by demise or elsewhere under the control of the lessee/lessees and the lessee/lessees the shall with all possible expedition deliver all minerals purchased by the state Government under the power conferred by this provision in the quantities at the times in manner and at the place specified in the notice exercising the said right.

B. Should the right of pre emption conferred by this present provision by exercised and a vessel chartered to carry the minerals or products there of procured on be half of the State Government on the central Government be detained on demurrage at the port of loading the lessee/lessees shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the State Government shall be satisfied that the delay, is due to causes beyond the control of the lessee/lessees.

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c. The price to be paid for all minerals or product or minerals taken in preemption by the state government in exercise of the right here by conferred shall be the fair market price prevailing at the time of preemption provided that in order to assist in arriving at the said fair market price the lessee/lessees shall if so required furnish to the state government for the confidential information of the government, particularly of the quantities, descriptions, and prices of the said minerals or product there of sold to other customers and of charters entered into for freight, for carriage of the same and shall produce to such officer or officers as may be directed by the State Government original or authenticated copies of contracts and charter parties entered into for the sale or freighage of such minerals or products.

d. In the event of the existence of a state of war or emergency (of which existence and 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 all times during the said term have the right (to be exercised by a notice in writing to the lessee/lessees on or tin connection with the said lands or operations under this lease and during such possession or control the lessee/lessees shall conform to and obey all directions given by or on behalf of **the Central Government or State Government regarding the use or employment of such work, plants, premises and minerals: PROVIDED THAT fair compensation which shall be determined in default of agreement of the lessee/lessees for all loss or damage sustained by him/them by him/them by reason or in consequence of the exercise of the powers shall not determine the said term hereby granted or affect the terms and provisions of theses presents further than may be necessary to give effect to the provisions of theses presents further than may be necessary to give effect to the provisions of this clause.)**

Employment of foreign national:-

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

Recovery of expenses incurred by the State Government:-

23. If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried or performed by the lessee/lessees be not so carried out or performed with in the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessee/lessees shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same and the decision of the State government as to such expenses shall be final.

Furnishing of geophysical data:-

24. The lessee/lessees shall furnish :-

A. All geophysical data relating to mining fields, or engineering and ground Water surveys. Such as anomaly maps, sections, plans, structures, contour maps, logging, collected by him/them during the course of mining operations to the Director-General, geological Survey of India, Calcutta.

B All information pertaining to investigations of radioactive minerals collected by him/them during course of mining operations to the secretary, Department of Atomic Energy, New Delhi.
Data or information referred to above shall be furnished every year reckoned form the date of commencement of the period of the mining lease.

PART-VIII

The Convenants of the State Government
Lease/lessees may hold and enjoy rights quietly:-

1. The lessee/lessees paying the rents, water and royalties hereby reserved and observing and performing all the convenants and agreements herein contained and on eh part of the lessee/lessees 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

Acquisition of land of third parties and compensation there of :-

2. If in accordance with the provision of clause 4 of Part VII of this Schedule the lessee/lessees shall offer to pay to an occupier of the surface of any part of the said lands compensation for any damage or injury which may arise from the proposed operations of powers reserved to the State Government and demised to the lessee/lessees by these presents and the lessee/lessees shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the Central/State Government is satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee/lessees shall have deposited with it such further amount as the State and Central Government shall consider fair and reasonable the State Government shall order the occupier to allow the lessee/lessee to enter the land and to carry out such operations as may be necessary for the purpose of this lease. in assessing the amount of such compensation the State Government shall be guided by the principles of the Land Acquisition Act.

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Renewal :-

3. The mining lease is renewable in terms of the provisions of the Act and the rules made there under

Provide that the State Government say for reasons to be recorded in writing reduce the area applied for. If the lease is in respect of minerals specified in the First Schedule to the Act. Renewal will be subject to the prior approval of the Central Government .

If the lessee/lessees be desirous of taking a renewed lease of the premises hereby demised or if any parts of them for a further term from the expiration of the term hereby granted and is otherwise eligible they shall prior to expiration of the last mentioned term give to the State Government twelve calendar months previous notice in writing and shall pay the rent, rates an royalties hereby reserved and shall observe and perform the several convenants and agreements herein contained, and on the part of the lessee/lessees to be observed and performed up to the expiration of the term hereby granted. The State Government on receipt of application for renewal, shall consider it in accordance with the provisions of the Act, and the rules made there under and shall pass orders as it deems fit, If renewal is granted, the State Government will at the expense of the lessee/lessees and upon his executing and delivering to the State Government if required a counter part there of execute and deliver to the lessee/lessees a renewed lease of the said premises or part there of the further term of 30 years at such rents, rates and royalties and on such terms and subject to such rents, rates and royalties and on such terms and subject to such convenants and agreements, including this present covenant to renew as shall be in accordance with the Mineral Concession Rules,1960 , applicable to क्वार्टज–फैल्सफार (name of minerals) on the day next following the expiration of the term hereby granted.

Liberty to determine the lease:-

4 The lessee/lessees may at any time determine this lease by giving not less Than 12 calendar months notice in writing t other State Government or to such officer, or authority as the State Government may specify in this behalf and upon the expiration of such notice provided that the lessee/lessees shall upon such expiration render and pay all rents, waters rates, royalties , compensation for damages and other moneys which may then be due and payable under these presents to the lesser or any other person or persons and shall deliver these presents to the State Government then this lease 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 lessor respect of any breach of the covenants or agreements contained in these presents.

4A The State Government may on an application made by the lessee permit him to surrender one or more minerals from his lease which his for a group of minerals on the ground that deposits of that minerals have since exhausted or depleted to such an extent that it is no longer possible to work the mineral economically, subject to the condition that the lessee.

(a) Makes an application for such surrender of minerals at least six months before the intended date of surrender , and

(b) Gives an undertaking that he will not cause any hindrance in the working of the mineral surrendered by any other person who is subsequently granted a mining lease for that mineral.

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On such date as the State Government may elect within 12 calendar months after the determination of this lease or of any renewal there of , the amount of the

security deposit paid in respect of this lease ad 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.

PART-IX
General Provisions

Obstructions to inspection:-

1. In case the lessee/lessees or his/their transferee/assignee does/do not allow entry or inspection by the officers authorized by the central or State Government under clauses (i),(l) or (i) of sub-rule (i) of rule 27 said Rules, the State Government shall give notice in writing to the lessee/lessees requiring him/them to show cause within such time as may be specified in the notice why the lease should not be determined and his/their security deposit forfeited; & if the lessee/lessees fails/fail to show cause within the aforesaid time to the satisfaction of the State Government, may determine the lease and forfeit the whole or part of the security deposit.

Penalty in case of default in payment of royalty and breach of covenants;-

2. If the lessee/lessees or his/their transferee or assignee makes/make any default in payment of rent or water rate or royalty as required by section 9 of the Act or commits a breach of any of the conditions and covenants other than those referred to in covenant 1 above, the State Government shall give notice to the lessee/lessees requiring him/them to pay the rent, water rate, royalty or remedy the breach, as the case may be, within six days from the date of receipt of the notice and if the rent, water rate and royalty are not paid or the breach is not remedied within such period, the State Government without prejudice to any proceedings to any proceedings that may be taken against him/them, determine the lease and forfeit the whole or part of the security deposit.

Penalty for repeated breaches of covenants:-

3. In cases of repeated breaches of covenants and agreements by the lessee/lessees for which notice has been given by the State Government i accordance with clause (1) and (2) aforementioned on earlier occasion, the state Government without giving any further notice, any impose such penalty not exceeding twice the amount of annual of annual dead rent specified in clause 2, Part V.

Failure to fulfill the terms of lease due to "Force Majeure":-

4. Failure on the part of the lessee/lessees to fulfill any of the terms and conditions of this lease shall not give the Central or State Government any claim against the lessee/lessees or be deemed a breach of this lease, in so far as such failure is considered by the said government to arise from force Majeure, and if though 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, [illegible] earth quake, tide, storm, tidal, wave flood., lightning, explosion, [illegible] earthquake and any other happening which the lessee/lessees could not reasonably prevent or control;

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Lessee/lessees to remove his/their properties on the expiry of lease:-

5. The lessee/lessees having first paid discharged rents, rates and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clauses 1 and 2 of this part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down and remove for his/their own benefit all or any (or mineral excavated during the currency of lease) engines, machinery, plant buildings, structures, tramways railways and other works, erections and conveniences which may have been erected. Set up or placed by the lessee/lessees In or upon the said lands and which the lessee/lessees is/are not bound to deliver to the State Government under clause 20 of Part VII of this Schedule and which the Schedule and which the State Government shall not desire to purchase.

Forfeiture of property left more than six months after determination of lease:-

6. If at the end of six calendar months after the expiration or sooner determination of the said term under the provision contained in clause 4 of Part VIII of this Schedule become effective there shall remain in or upon the said land any [ore mineral] engines, machinery, plant, builkings structures, tramways, railways and other work. Erections and conveniences or other property which are not required by the lessee/lessees in connection with operations in any other lands hold by him/them under prospecting license or mining lease the same shall if not removed by the lessee/lessees within one calendar month after notice in writing requiring their removal has been given to lessee/lessees by the State Government be deemed to become the property of the State Government and ma be sold or disposed of in such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.

Notices:-

7. Every notice by these presents required to be given to the lessee/lessees shall be given in writing to such person resident on the said lands as the lessee/lessees may appoint for thee purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee/lessees by registered post addressed in India as the lessee/lessees may from time to time in writing to the State Government 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/them.

Immunity of State Government from liability to pay compensation:-

8 If in any event the orders of the State Government are revised, reviewed or cancelled by the Central Government in pursuance of proceedings under Chapter VII of the Mineral Concession Rules, 1960 , the lessee/lessees shall not be entitled to compensation for any loss sustained by the lessee/lessees in exercise of the powers and privileges conferred upon him/them by these presents.

8A The lease is executed at Udaipur the capital town of the State of Rajasthan (name of the State) and subject to the provision of Article 226 of the Constitution of India, it is hereby agreed upon by the lessee and the lessor that in the event of any dispute in relation to the area and lease, condition of lease, the dues realizable under the lease and in the respect of all matters touching the relationship of the lessee and the lessor, the suits (or appeals) shall be filed in the civil courts at Rajsamand (name of the city) and it is here by expressly agreed that neither party shall be competent to file a suit or bring any action or file any petition at any place other than other courts named above.]

9 For the purpose of stamp duty the anticipated royalty from the demised land is Rs.500/- per year. First two years 500/- yearly & 2 year to 20 years 2000/- yearly Dead rent.

10 IN WITNESS WHERE OF these presents have been executed in the manner hereunder appearing the day and year first above written.

विशेष शर्तें :-

1 रिकनाईन्स परमिट एवं पूर्वेक्षण अनुज्ञापत्र के तहत बेसमेटल के हवाई सर्वेक्षण/पूर्वेक्षण कार्य हेतु स्वीकृत रिकनाईन्सेंस परमिट एवं पूर्वेक्षण अनुज्ञापत्र धारक को पूर्वेक्षण कार्य में बाधा उत्पन्न नहीं करेगा।

2 रिकनाईन्स परमिट एवं पूर्वेक्षण अनुज्ञापत्र के तहत क्षेत्र में बेस मेटल पाया जाता है एवं बेसमेटल की कोई खननपट्टा स्वीकृत होता है तो पक्ष में स्वीकृति खान को अनुदान हेतु छोड़ना होगा।

(For and behalf of the Governor / President of India)

Signed by

(For and behalf of lessee/licensee in the presence of witness)

Signature Attested

1. Witness by
Address

2. Witness by
Address

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[illegible] 12/05/2005

[illegible]

[illegible] 1330/-

(Mining lease & transfer of mining lease) उप पंजीयक, NATHDWARA

धारा 54 के सहित प्रमाण–पत्र
प्रमाणित किया जाता है कि इस विलेख पत्र
को पंजीकृत आगे 23609
[illegible] हुए अंश पर देय फीस मुद्रांक
शुल्क [illegible] पर फीस पंजीयन शुल्क
आगे [illegible] कुल रुपये 1530
[illegible] रसीद संख्या [illegible] दिनांक 12/05/2005
[illegible] किये गये हैं।
[illegible] आगे 1530
[illegible] हैं।

(Mining lease & transfer of mining lease) उप पंजीयक, NATHDWARA

[illegible] 12/05/2005 को
[illegible] संख्या [illegible] पंजीयन संख्या 32
[illegible] 180 [illegible] 2000000920 पर
[illegible] किया गया।
[illegible] 1 [illegible] 150
[illegible] पृष्ठ संख्या 252 से 290 पर
[illegible] किया गया।

(Mining lease & transfer of mining lease) उप पंजीयक, NATHDWARA

अनुमोदित
APPROVED

कार्यालय सहायक अभियंता, राजसमंद इकाई-द्वितीय

सीमांकन रिपोर्ट

खनन पट्टा/पूर्वेक्षण अनुज्ञापत्र वास्ते खनिज : कपरिश पिरोलाइट

निकट ग्राम : खोखला का गुडा ..... तहसील कुंभलगढ़, जिला राजसमंद

पत्रावली संख्या : M.L. - 6/04 ..... (प्रारम्भ/नवीनीकरण)

आवेदनकर्ता : श्री अशोक जैन .....

सीमांकनकर्ता : राम नारायण शर्मा - सर्वेयर .....

सीमांकन सहायक : पार्टी द्वारा उपलब्ध करवाये गये मजदूर .....

सर्वे उपकरण : प्रिज्मेटिक कम्पास, फीता, झण्डी आदि।

फील्ड बुक सं0 ..... 3 ..... पेज संख्या ..... 5 ..... से ..... 8 ..... तक

स्थाई बिन्दु : मंदिर ग्राम हाथीरखो की नाराल .....

सीमांकन तिथि : 26.5.07 .....

सीमांकन विवरण :- कार्यालय से प्राप्त नक्शे के अनुसार व किनारे की चीजुलार

कहां से	कहां से	बियरिंग	दूरी
मंदिर	X	329° 0'	1692.50 मी.
X	A	39° 0'	110 मी
A	B	39° 0'	162.78 मी
B	C	140° 0'	300 मी.
C	D	230° 0'	160 मी.
D	A	320° 0'	270 मी.

सीमांकित क्षेत्रफल = 4.56 हेक्टेयर

उक्त क्षेत्र का सीमांकन पार्टी/अधिकृत प्रतिनिधि श्री अशोक जैन निवासी देवगढ़ की उपस्थिति में, कार्यालय से प्राप्त रेकार्ड के अनुसार किया गया एवं सीमांकित क्षेत्र के कोनों पर सीमा स्तम्भ पार्टी/पार्टी प्रतिनिधि द्वारा कच्चे/प्रमाणित बनवा दिये गये है। जिन्हें स्थायी कराने की जिम्मेदारी पार्टी की है। उच्चतम न्यायालय के निर्णय दिनांक 12.12.1996 की सुप्रीम कोर्ट मिनिट्स की गाईडलाईन्स के अनुसार यह क्षेत्र वन नहीं है। इस सीमांकित क्षेत्र के 25 मीटर बफर जोन में कोई वन भूमि नहीं है।

APPROVED

पार्टी/अधिकृत प्रतिनिधि

सहायक अभियंता
राजसमंद खनन प्रभाग

सहायक सीमांकन कर्ता सर्वेयर

अति अभियंता
खनन अभियान विभाग

पिलर B
(1) पहाड़ी के ढलान पर आता है
(2) दोनों पहाड़ी के ढलान पर आता है
(3) दोनों तीसरी का क्षेत्र - 2467'-0" - 6.0 मी
(4) कुल का क्षेत्र - 187'-0"
(5) [illegible] 2 का क्षेत्र - 98'-0"

पिलर C -
(1) दोनों पहाड़ी के ढलान पर आता है
(2) दोनों तीसरी का क्षेत्र - 2467'-0" - 6.0 मी
(3) कुल का क्षेत्र - 187'-0"
(4) [illegible] 2 का क्षेत्र - 98'-0"

पिलर D -
(1) पहाड़ी के ढलान पर आता है
(2) बड़ का पेड़ उगा - 35.50 मी
(3) खाबर का क्षेत्र - 23.80 मीटर दूरी पर है

रामनारायण
(सर्वेयर)

प्रार्थी की उपरोक्त मौका रिपोर्ट सत्यापन है जिसके अनुसार ग्राम रावतसर खालसा की आराजी नम्बर 1666/1, 1668/1, 1670/1 की, 1675/1, 1811/1, 1238/1, 1673/1 व 1674/1 में आराजी नम्बर डेवलपमेंट प्लान में आ.नं. 336 मी. के अतिरिक्त उक्त आराजी में आ.नं. 336 मी. चारागाह भूमि में 6420 वर्गमी. प्रोटा आता है। नम्बर 1673/1, व 1674/1 खिलाफ मौके का किसी काश्त भूमि आराजी है।

निष्कर्ष - उपरोक्त मौका रिपोर्ट पत्रावली में।

रामनारायण
(सर्वेयर)

तहसीलदार

राजस्थान सरकार

खनिकर्म एवं भूविज्ञान विभाग, उदयपुर

= संयुक्त सीमांकन रिपोर्ट =

आज दिनांक 26/9/82 को श्री/श्रीमती/मेसर्स [illegible] द्वारा आवेदित क्षेत्र खनन पट्टा [illegible] परिपत्र अनुज्ञापत्र संख्या [illegible] 6/04 [illegible] 3-1-2012 जिला राजसमन्द का सीमांकन हल्कापटवारी की मौजूदगी में किया गया। आवेदित क्षेत्र में आने वाले खसरों की स्थिति मय खसरा के निम्नानुसार है–

ग्राम पटवारी सर्किल [illegible] तहसील [illegible] राजसमन्द

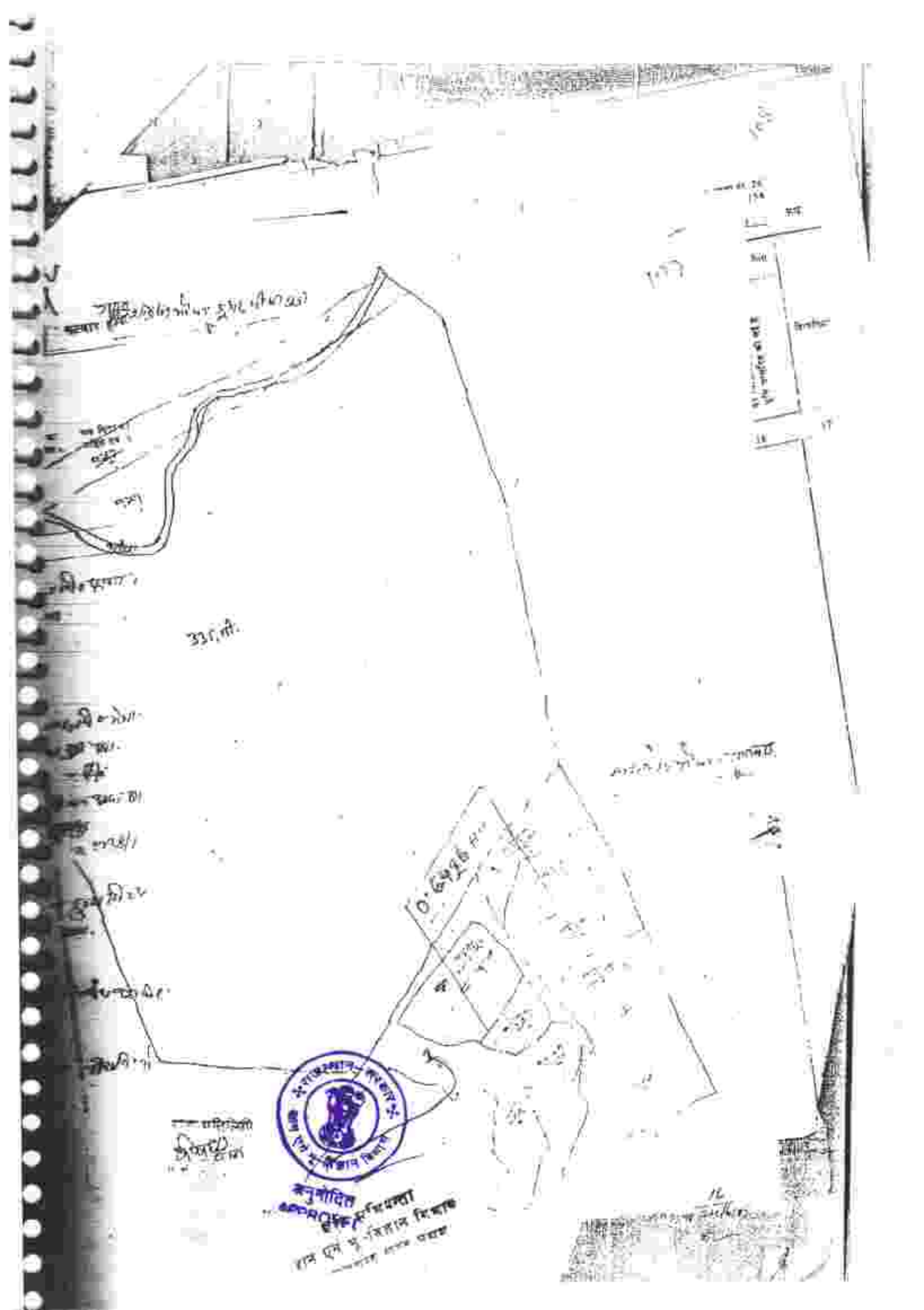
क्र. स.	आराजी संख्या	भूमि की किस्म	खसरों की कुल रकबा	सीमांकित क्षेत्र में आने वाला आराजी का रकबा	आवेदित क्षेत्र में चारागाह की भी रकबा विवरण
1.	1666/1	[illegible]	5.00	4407.15 वर्ग मी.	—
2.	1669/1	[illegible]	4.00	5120.86 वर्ग मी.	—
3.	1668/1	[illegible]	5.00	4500.92 वर्ग मी.	—
4.	1670/1	[illegible]	4.00	3978.49 वर्ग मी.	—
5.	1671	[illegible]	25.00	4599.45 वर्ग मी.	—
6.	1675/1	[illegible]	8.00	401.87 वर्ग मी.	—
7.	1674/1	[illegible]	4.00	4407.15 वर्ग मी.	—
8.	1728/1	[illegible]	6.00	3935.82 वर्ग मी.	—
9.	1673/1	[illegible]	4.00	5454.59 वर्ग मी.	—
10.	1671/1	[illegible]	4.00	1513.70 वर्ग मी.	—
11.	336 (ग)	[illegible]	245.19	6.6890 हे.	चारागाह (6.6890 हे.)

APPROVED

आवेदक

अनुमोदित APPROVED

उप पंजीयक



CERTIFICATE OF RECOGNITION AS QUALIFIED PERSON

(Under Rule 37D of Minor Mineral Concession Rules, 1986)

*Shri / **Madhav Lal Agarwal** S/o Lt. **Shri Deepchand Agarwal** R/o*, 02, Gariawas Chorays, Madri Road, Shri Nagar, Road No. 1, Udaipur, Whose **Photograph and signature** is affixed herein below, having given satisfactory evidence of his qualifications & experience is hereby ***RECOGNISED*** under Rule 37D of the Minor Mineral Concession Rules. 1986 as a Qualified person to prepare Mining Plans / Mining Scheme/Simplified Mining Scheme including environmental management plan.

1. His registration number is e.g. **RQP/SME/(Udai-Circle)/2015)/12)**

2. This recognition is valid for a period of Five Years ending on 19.02.2020.

3.This certificate will liable to be withdrawn / cancelled in the event of furnishing the wrong information / documents in the Mining Plan / Mining Scheme / Simplified mining scheme including environmental management plan submitted by him.

Place: Udaipur

Date: 20-02-2015

Full signature of RQP here

(Deepak Tanwar)
Superintending Mining Engineer,
Circle-Udaipur.