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૧૭૭ નં. ૧૭૭

નં. ૭૭/કુચુબ/૨૭૬/૩૨૩૧  
ડોક્ટર કચેરી (ખનિજ શાખા)  
પુરુષોત્તમ વિહાર અને ખનિજ ખાતું,  
બહુમાળી ભવન, 'સી' બ્લોક  
ત્રીજો માળ, રૂમ નં. ૨૧૩  
અમરેલી તા. ૨૭/૬/૨૦૧૯

પ્રતિ

મે. શ્રી. હજીરેશ્વરી સેક્ટર પાલિકા  
૧૨, ટોંગાવ હોમલેડા,  
સા. કા. જા. દ. ૨૧૬, ૨૧૭  
તા. ૨૧૭૯.

વિષય:- ક્વોરીલીઝ કરારખત મોકલવા બાબત.

સંદર્ભ:- અવેની કચેરીના હુકમ નં. ૭૭/કુચુબ/૨૭૬/૨૭૬૪૪૪ તા. ૨૩.૭.૧૯  
તથા સુધારા હુકમ નં. .... તારીખ: .....

કચ્છભારત સાથે ઉપરોક્ત વિષય તથા સંદર્ભ જાણવાવાળું કે, પુરુષોત્તમ શીખ ખનિજ નિયમો-૧૯૬૬ ની  
જોગવાઈ અનુસાર ૨૧/૮/૨૦૧૯ તા. ૨૧/૮/૨૦૧૯ માં હાજરેશ્વરી ખનિજ માટે  
મંજૂર થયેલ જોડું ક્વોરીલીઝનું કરારખત તા. ૨૭.૬.૧૯ ના રોક કરવામાં આવેલ છે. જે આ સાથે સામેલ  
રાખી મોકલેલ છે. જે મળેથી પહોંચ મોકલી આપશો.

બિડાણ: ઉપર મુજબ

ડોક્ટર કચેરીના વતી

નકલ જયભારત સાથે કરારખત તથા નકશાની નકલ સાલ નસાના :-

૧. મામલતદારશ્રી... ૨૧/૮/૨૦૧૯... જાન સાદું / લીઝ વિસ્તારની પ્રત્યક્ષ કબજા પૂર્વેદારન સાથે તેની  
કચેરીને ઉલટ ટપાલે મોકલી આપશો. તેમજ રેવન્યુ ક્ષેત્રે તેની નોંધ કરવા સાદું.
૨. તલાટી કમ મંત્રીશ્રી... ૨૧/૮/૨૦૧૯... તરફ જરૂરી નોંધ સાદું.
૩. ડી. ડી. લે. ડી. અમરેલી તરફ નોંધ સાદું.
૪. આંકડા શાખા..

PART IV-A]

AMRELI NAGRIK SAHAKARI BANK LTD  
KERJA ROAD  
GUJARAT GOVERNMENT GAZETTE, EX., 27-08-2010

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GUJARAT GOVERNMENT GAZETTE, EX., 27-08-2010

FORM D

R.00085751-P85737

(See rule 10(3))

STAMP DUTY GUJARAT

### Form of quarry Lease /Renewals

(under rule 10(3) of the Gujarat Minor Mineral Concession Rules, 2010)

THIS IDENTURE made this 24<sup>th</sup> day of August 2012 BETWEEN THE  
GOVERNOR OF GUJARAT.....(HEREINAFTER REFERRED TO  
AS THE "State Government" which expression shall where the context so admits be deemed to  
include this successors in office and assigns) of the one part and

(1) (Name of person)

(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, representative and permitted assignees.

(2) (Name of Person)

(address and occupation )

and (Name of person)

of (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 assignees.)

Shree Kankeshwar Enterprise

Partner

(3) (Name of person) પ્રદુભાઈ દાનજીભાઈ વાઘ  
શ્રી. રાજીવભાઈ. મહેસોબા. શીખાવરી, મુ. ઉના. જુનાગઢ

of (address).....

and (Name of person) શ્રી. જયેશભાઈ દાનજીભાઈ વાઘ

of (address)..... શ્રી. રાજીવભાઈ. મહેસોબા. શીખાવરી, મુ. ઉના. જુનાગઢ

and (Name of person) શ્રી. કાલુભાઈ સામાનાભાઈ વાઘ મુ. રાજીવ

of (Address)..... કે. સી. પાળી નગર ની 'કાલુભાઈ. મહેસોબા' all carrying on business in

partnership at (Address of the firm or syndicate) કે. કે. વાઘ. રોડ. રાજીવભાઈ under the name style

of (Name of the differ or syndicate) ભાગીદારી પીટી registered under (Act which

registered. સી. ૧૯૨૨ (Hereinafter referred to as "the lessee" which expression shall when the

context to admits be deemed to include all the partners of the said firm, their representatives, heirs

executors, administrators and permitted assignees)

(4) (Name of Company)..... a company registered under (Act under which

incorporated)..... and having its registered office at (address)..... (hereinafter

referred to as "the lessee" which expression shall where the context so admits be deemed to include

its successors and permitted assignee (4) of the other part.

WHERE AS the lessee/lessees has/have applied to the Competent Authority concerned in

accordance with the Gujarat Mineral Concession Rule 2010 (hereinafter referred to as the said

rules) for a quarry lease /renewal for સેક્ટર નં. ૧ in respect of the lands described in part I of

the Schedule hereunder written and has/have deposited with the Government the sum of

Rs. ૧૦૦૦/- as security:

AND WHERE AS the Commissioner has communicated his approval to the grant of this lease (in

case of specified minor minerals)

NOW THIS LEASEWITNESSETH that in consideration of the rents and royalties covenants and

agreements by and in these presents and the schedule hereunder written reserved and contained and

on the part of the lessee/lessees to be paid observed and performed the Government hereby grants

and demise unto the lessee/lessees all those the quarries/mines strata/veins seams and beds

of સેક્ટર નં. ૧ (here state mineral or minerals)

Hereinafter and in the schedule referred to as the said minerals situated lying and being or under the

lands which are referred to in part I of the said schedule, together with a 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 EXCEPT and reserving out of this demise unto the 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/lessees from the 24<sup>th</sup> day

of August 2012 for the term of 20 years thane next ensuing YIELDING AND

PAYING therefore into the Government the several rents and royalties mentioned in Part V of the

said Schedule at the respective times therein specified subject to the provisions contained in Part VI

of the said Schedule and the lessee/lessees hereby/convents /convenient with the Government as in

Part VII of the said Schedule is expressed and Government hereby covenants with the lessee/lessees

as in part VII of the said Schedule is expressed AND it is hereby a mutually agreed between the

parties hereto as in Part IX of the said Schedule is expressed

Shree Kankeshwar Enterprises



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

The Schedule above referred to

## PART- I

*The area of this lease*

All the tract of lands situated at..... ધોલેશી ..... (Village/town (description of area of areas) in. મી.સી.રૂ.સ.નં. ૧૧ (Taluka) in. સુરત the Registration District of. સુરત and District. ૧૬૬૮ bearing S.Nos. Containing an area of. ૨.૬૩.૩૮ Hectares or there about delineated on the plan hereto annexed and thereon colored. ૧૧૬ and bounded as follows.-

On the North by

On the South by

On the East by

And

On the West by

hereinafter referred to as "the said lands"

સુરત નગર મુકામ

મી.સી.રૂ.સ.નં. ૧૧. ૬૩૨૭૬. ૧૬૬૮

૨૪૮૮ થી ૧૮૪ નં. ૨૩.૭.૧૨

## PART - II

*Liberties, Powers and Privileges to be Exercised and Enjoyed by the Lessee/Lessees Subject to the Restriction and Condition in Part III*

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

1. Liberty and power at all times during the term hereby demised to enter upon the said lands and to search for, mine, quarry, bore, dig, drill for, win work, dress, process, convert; carry away and dispose of the said mineral/minerals.

**To sink drive and make pits shifts and inclines, etc.**

2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive, make, maintain and use in the said lands any pits, shafts, inclines, drifts, levels, waterways and other works.

3. Liberty and power for or in connection with any of the purposes mentioned in this part to erect construct maintain and use on or under the said lands any engines machinery plant dressing-flowers furnaces coke ovens brick-kilns workshops store houses, bungalows, godowns sheds and other building and other works and convenience of the like nature on or under the said lands.

**To make roads and ways etc. and use existing roads and ways.**

4. Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads and other ways in or over the said lands and to maintain and go and trespass with or without horses, cattle, wagons locomotives or other vehicles over the same (or any existing tramways, railways, roads, and other ways in or over the said lands) on such conditions as may be agreed to.

**To get building and road materials etc.**

5. Liberty and power for or in connection with any of the purpose mentioned in this part to quarry and get ordinary building stone and gravel and other building and road materials (except that of

Lessee to move his Properties on the expiry of lease.

9. The lessee/lessees having first paid and discharged the rent and royalties payable by virtue of these presents may at the expiration of sooner cancellation of the said term or within six calendar months thereafter (unless the lease shall be cancelled 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 month after such cancellation) take down and remove for his own benefit all or any engines, machinery, plant, buildings, structures, tramways-railways and other work, erections and conveyances the lessee/lessees in or upon the said lands and which the lessee/lessees is/are not bound to deliver to the Government under clause 21 of Part VII of this Schedule and which the Government shall not desire to purchase.

**Forfeiture of property left more than six months after cancellation of lease.**

10. If at the end of six calendar months after the expiration or sooner cancellation of the said term or after the date from which any surrender by the lessee/lessees of parts or parts of the said lands under the provisions contained in Clause 4 of VIII of this Schedule become effective there shall remain in or upon the said land or the surrendered part or parts thereof as the case may be any engines, machinery, plant, building, structures, tramways, railways, and other work erections and conveniences or other property which are not required by the lessee/lessees in connection with his / their operations in these parts of the said lands which he/ they/ has/ have not surrendered or in any other lands hold by him/ them/ under prospecting licence 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 the lessee/lessees by the Government be deemed to 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 or to account to the lessee/lessees in respect thereof.

**Services of notices.**

11. 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 the purpose of receiving such notice and if there shall have been no such appointment then every such notice shall be sent to the lessee/lessees by registered post addressed to the lessee/lessees at the address recorded in this lease or at such other address in India as the lessee/lessees may from time to time in writing to the Government designate for the receipt of notice 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.

12. This quarry lease shall be subject to the Gujarat Minor Mineral Concession Rules-2010 as amended from time to time.

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

Signed by for and on behalf of the Governor of Gujarat in presence of

1 શ્રી. એન. બોલાની. ભુક્ષા (I.C)

2 શ્રી. કે. ભુક્ષા. ક.કે. - *[Signature]*

Signed by for and behalf of in the presence of

*[Signature]*

Shree Kankeshwan Enterprise

1 મોહનભાઈ પુનાભાઈ ભાભા / મોહનભાઈ

2 શુભભાઈ વલકુભાઈ ભાભા / મોહનભાઈ