

GOVERNMENT OF ASSAM
MINES AND MINERALS DEPARTMENT
DISPUR, GUWAHATI -6.

NO.PEM.113/2015/16

Dated Dispur, the 27th March/2017

From : Shri G.S.Panesar, ACS
Joint Secretary to the Government of Assam,
Mines and Minerals Department,
Dispur, Guwahati -6.

To : Shri M. Ayyadurai
ED-Basin Manger A & AA
Basin, ONGC, Cinnamara,
Jorhat-785704

Sub : Grant of Petroleum Mining Lease of Nambar (F) over
an area of 26.00 Sq.Km in Golaghat District to ONGC.

Ref : Your letter No. BMG/A&AAB/Nambar PML/2017/, dated 24-02-2017.

Sir,

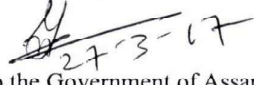
I am directed to to invite a reference to the letter cited above, and say to that the Governor of Assam is pleased to Grant the Petroleum Mining Lease (PML) under rule 5(i) (ii) Read with Rule 12 of the Petroleum & Natural Gas Rules ,1959 (as amended to from time to time) to ONGC for over an area of 26.00 Sq. Km in Golaghat Dist. Assam for production of Crude Oil and Natural Gas for a period of 20 (Twenty) years with effect from 05-09-1999 to 04-09-2019 in pursuance of Govt. of India letter F.No.0-12012/92/2002-OGN/D-IV dtd. 27-09-2002 conveying their approval for Grant of PML.

The grant of PML is subject to the observance and condition laid down in the PML Deed to be executed between the Govt. of Assam and ONGC. The grant of PML is also subject to the terms and conditions as per Annexure- A is enclosed herewith.

You are therefore, requested to fulfill all the conditions as required before the execution of PML Deed without delay.

The receipt of the letter may pleased be acknowledged.

Yours faithfully,


Joint Secretary to the Government of Assam
Mines and Minerals Department,
Dispur, Guwahati-6.

Dated Dispur, the 27th March/2017

Memo.NO.PEM. 113/2015/16-A

Copy to:-

1. The Under Secretary to the Govt. of India, Ministry of Petroleum & Natural Gas, New Delhi Shastri Bhawan, New Delhi with reference to his letter F.No.0-12012/92/2002-OGN/D-IV dtd. 27-09-2002.
2. The Director, Geology & Mining, Assam, Kahilipara, Guwahati-19. He is requested to prepare the draft PML Deed and execute the same with ONGC Ltd. in incorporating and updating the relevant clauses of terms and condition as necessitated with recent development with intimation to this Department at an early date. This has the reference to his letter No.GM/MM/88-C/3744, dated 22-02-2017.
3. The Deputy Commissioner, Golaghat District, Assam for information and necessary action.
4. The Principal Chief Conservator of Forest, Assam, Rehabari, Guwahati-8 for information and necessary action.

By order etc.

Joint Secretary to the Government of Assam,
Mines & Minerals Department,



TERMS & CONDITIONS

1. The lease shall be in respect of Crude Oil and Natural Gas.
2. The lease shall be valid for a period of 20 (Twenty) years with effect from 05-09-1999 to 04-09-2019.
3. The lease shall be subject to the provisions of Oil Fields (Regulation and Development) Act 1948 (530f 1948) and the Petroleum & Natural Gas (P &NG) Rules, 1959 made thereunder as amended from time to time.
4. Royalty on Crude Oil Condensate and Natural Gas and CBM shall be payable by the lessee as per the terms of production Sharing Contract entered into between the lessee and the Central Government in respect of the said block/ area or at such rates as may be fixed, from time to time, by the Central Government in consultation with the State Government. The royalty shall be payable on monthly basis and shall be payable by the last day of the month succeeding the period in respect of which it is payable.
5. Immediately on demand or upon determination or relinquishment of any area covered by this lease, the lessee shall furnish to the Central Government/DGH, through the State Government confidentially the complete records of data as specified I Rule 19(c) of the P&NG rules, 1959. The lessee shall submit to Central Government, without fail every six-month, the results of all operations, boring and test production.
6. Necessary approval from the Competent Authority should be obtained for the Reserve Forest Area (if any) falling in the leased area.

“However, the Lessee may carryout surveys for oil exploration in the Reserved Forest area falling in such leased area without obtaining prior clearance of the Ministry of Environment and Forests, Government of India under the Forest (Conservation) Act 1980 so long as the surveys do not involve cutting of trees. The Lessee shall however, in no circumstances carryout such surveys in specially protected areas like wildlife sanctuary, national park and preservation or sample plots demarcated by the Forest Department (Re-letter No.11-28/86-FRY(CONS) dated08-05-1986 Department of Environment, Forest & Wildlife, Government of India)”
7. If international companies or foreigners are entrusted with the task, the lessee may get security vetting of these companies through the appropriate Government agencies with the help of this Ministry. The lessee shall also seek prior clearance from the Ministry of Home Affairs and Ministry of Defense with the full particular of foreign employees under intimation to this Ministry.
8. The lessee shall issue identity cards to each of the employees. The system of checking identity cards of personnel will have to strictly enforced.
9. Security to its employees both at the project sites and en-route in insurgency affected areas will be the responsibility of the lessee.
10. The lessee shall allow Government authorities to enter and inspect area for security check-ups, if necessary.
11. Lessee shall not employ any foreign national surreptitiously in the areas along the border.
12. No ground/aerial survey of the Defense VAS/VPs are permitted. Aerial survey, if any, would be governed by the provisions of the Ministry of Defense letter No.18(8)/82/-D(GS111) dated January 31st, 1989.
13. Air force areas falling within the zones earmarked for delineation should be avoided.
14. For work in close vicinity of Indian Air Force units/installations and visits to these installations, if any, specific permission of Air Headquarters should be obtained.
15. Any work within 500 m of the perimeter of the Air Force Station should be intimated to Air Force authorities at least 10days before commencement of the activities.
16. No obstruction shall be erected higher than 15 metres within 5km radius of Air Force, Air Fields and construction of any high mast/towers shall be carried out in consultation with the Air Force authorities.
17. Lessee shall execute a separate lease deed in respect of such other covenants, terms and conditions as per the prescribed format.