This environmental and social due diligence report is a document of the borrower. The views expressed therein do not necessarily represent those of ADB’s Board of Directors, Management, or staff, and may be preliminary in nature.

In preparing any country program or strategy, financing any project, or by making any designation of or reference to a particular territory or geographic area in this document, the Asian Development Bank does not intend to make any judgments as to the legal or other status of any territory or area.
Due Diligence Report on Environment and Social Safeguards

By

India Infrastructure Finance Company Limited (IIFCL)
(A Govt. of India Enterprise)

Sub-Project: Construction of 4 lane Road on NH 12 (New NH 52) from Km 299.000 to 346.540 (Design Chainage from 9.860 to 58.740) (Darah-Jhalawar-Teendhar section) in the State of Rajasthan under NHDP Phase III on Hybrid Annuity Project (Length 48.880 KM) – Package II

November 2019
SUB PROJECT: Construction of 4 lane Road on NH 12 (New NH 52) from Km 299.000 to 346.540 (Design Chainage from 9.860 to 58.740) (Darah-Jhalawar- Teendhar section) in the State of Rajasthan under NHDP Phase III on Hybrid Annuity Project (Length 48.880 KM) – Package II

**Patel Darah Jhalawar Highway Private Limited (PDJHPL)**

**Environment and Social Safeguards Due Diligence Report (ESDDR)**

| Prepared by | Dr. Rashmi Kadian  
| Assistant General Manager  
| (Environmental Specialist)  
| ESMU, IIFCL  
| Mr. Krupasindhu Guru  
| Assistant General Manager  
| (Social Specialist)  
| ESMU, IIFCL  
| Mr. Ashok Suyal  
| Consultant - Social Safeguards |

| Reviewed and Approved by | Dr. S. S. Garg  
| General Manager & Head, ESMU  
| IIFCL |
CONTENTS

PROJECT BACKGROUND ..........................................................................................................................5
1. PURPOSE OF THE REPORT ..................................................................................................................6
2. SUB-PROJECT TITLE ...........................................................................................................................6
3. SUB-PROJECT BACKGROUND ..........................................................................................................6
4. SUB-PROJECT LOCATION & DESCRIPTION ......................................................................................7
5. CONCESSIONAIRE .............................................................................................................................8
6. EPC CONTRACTORS ..............................................................................................................................9
7. INDEPENDENT ENGINEER ..................................................................................................................9
8. IIFCL FUNDING ...................................................................................................................................9
9. STATUS OF PROJECT IMPLEMENTATION ..........................................................................................9

DUE DILIGENCE ON ENVIRONMENTAL SAFEGUARDS ........................................................................10
10. ENVIRONMENT SAFEGUARDS COMPLIANCE REVIEW .................................................................11
11. APPLICABILITY OF ENVIRONMENTAL IMPACT ASSESSMENT NOTIFICATION .................11
12. APPROACH TO THE ENVIRONMENT SAFEGUARDS DUE DILIGENCE REPORT: .................11
13. COMPLIANCE OF PDJHPL TO THE ESSF OF IIFCL: .................................................................12
14. POLICY, LEGAL AND REGULATORY REQUIREMENT: ...............................................................12
15. IMPACT ASSESSMENT OF SUB-PROJECT ..................................................................................14
16. ENVIRONMENTAL MANAGEMENT PLANS .................................................................................16
17. HEALTH AND SAFETY ...................................................................................................................18
18. GRIEVANCE REDRESSAL MECHANISM ......................................................................................18
19. ENVIRONMENTAL SENSITIVITY .................................................................................................19
20. PROJECT AGAINST THE PROHIBITED INVESTMENT ACTIVITIES LIST ................................19
21. CATEGORIZATION OF SUB-PROJECT .............................................................................................19
22. SITE VISIT OBSERVATIONS ..........................................................................................................20
23. CONCLUSIONS AND RECOMMENDATIONS ................................................................................21

DUE DILIGENCE ON SOCIAL SAFEGUARDS .......................................................................................23
24. PURPOSE OF THE SOCIAL SAFEGUARDS DUE DILIGENCE ......................................................24
25. PROJECT AGAINST THE PROHIBITED INVESTMENT ACTIVITIES LIST ................................24
26. OBJECTIVE OF SOCIAL SAFEGUARDS DUE DILIGENCE ............................................................24
27. APPROACH AND METHODOLOGY .............................................................................................24
28. SOCIAL IMPACT OF THE PROJECT ...............................................................................................25
27.1 LAND ACQUISITION IN THE PROJECT ....................................................................................25
27.2 IMPACT ON STRUCTURE .............................................................................................................25
27.3 REHABILITATION AND RESETTLEMENT IMPACT IN THE SUB-PROJECT .........................25
27.4 IMPACT ON INDIGENOUS PEOPLE .........................................................................................26
29. GRIEVANCE REDRESSAL MECHANISM FOR THE SUB-PROJECT .........................................26
30. EMPLOYMENT GENERATION ........................................................................................................26
31. THE COMMUNITY ENGAGEMENT ACTIVITIES ..........................................................................26
32. Labour license obtained by the subproject developer .................................................................26
33. DISCLOSURE ..................................................................................................................................27
34. SITE VISIT OBSERVATION .............................................................................................................27
LIST OF FIGURES

Figure 1: PDJHPL Location Map ................................................................. 8

LIST OF TABLES

Table 1: Salient Features of Patel Darah Jhalawar Highway Private Limited .................. 7
Table 2: Status of Regulatory Permits/ Clearances Obtained related to Environmental Safeguards ... 13
Table 3: EMP and its Implementation status at PDJHPL ....................................................... 16
Table 4: Status of Land available at PDJHPL ..................................................................... 25

ANNEXURES

<table>
<thead>
<tr>
<th>Annexure I</th>
<th>Copy of Stage I Forest Clearance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annexure II</td>
<td>Copy of Stage II Forest Clearance</td>
</tr>
<tr>
<td>Annexure III</td>
<td>Permission to carry out work and tree cutting permission in forest area</td>
</tr>
<tr>
<td>Annexure IV</td>
<td>Letter from Addl. CCF</td>
</tr>
<tr>
<td>Annexure V</td>
<td>Tree cutting permissions</td>
</tr>
<tr>
<td>Annexure VI</td>
<td>Consent to Establish</td>
</tr>
<tr>
<td>Annexure VII</td>
<td>Consent to Operate</td>
</tr>
<tr>
<td>Annexure VIII</td>
<td>Rajasthan Gazette Notification on Mining dated 1.3.2017</td>
</tr>
<tr>
<td>Annexure IX</td>
<td>Sample copy borrow area permit</td>
</tr>
<tr>
<td>Annexure X</td>
<td>Labour License &amp; Insurance</td>
</tr>
<tr>
<td>Annexure XI</td>
<td>NOC from Village Panchayat for camp site</td>
</tr>
<tr>
<td>Annexure XII</td>
<td>EMP</td>
</tr>
<tr>
<td>Annexure XIII</td>
<td>Safety, Health &amp; Environment Manual</td>
</tr>
<tr>
<td>Annexure XIV</td>
<td>Records of Tool Box Talk and Induction Training</td>
</tr>
<tr>
<td>Annexure XV</td>
<td>Emergency Plan</td>
</tr>
<tr>
<td>Annexure XVI</td>
<td>Organization Chart</td>
</tr>
</tbody>
</table>

PHOTOPLATE

Photoplate I: Site Visit Photographs
PROJECT BACKGROUND
1. **PURPOSE OF THE REPORT**

1. This Environmental and Social Due Diligence Report (ESDDR) has been carried out by India Infrastructure Finance Company Limited (IIFCL) in consultation with the Concessionaire, Patel Darah Jhalawar Highway Private Limited (PDJHPL) to assess the adequacy of the project with the applicable National, IIFCL’s ESSF and ADB’s safeguard compliance. The report has been prepared as per the documents/information received from the Concessionaire and on the basis of site visit observations.

2. **SUB-PROJECT TITLE**

2. The sub-project includes – Construction of 4-lane Road on NH-12 (New NH-52) from Km 299.000 to 346.540 (Design Chainage from 9.86 to 58.740) (Darah-Jhalawar-Teendhar section) in the State of Rajasthan under NHDP Phase-III on Hybrid Annuity Model – Package II. The total Design length of the four-lane project highway is 48.880 Km.

3. **SUB-PROJECT BACKGROUND**

3. National Highway Authority of India, on behalf of Government of India, invited International Competitive Bids under Single Stage Bidding process for four laning of Darah – Jhalawar from Km 299.00 to Km. 346.54 section (48.880 km) of NH-12 in the state of Rajasthan under NHDP-III on Hybrid Annuity Mode on design, build, operate and transfer (DBOT Annuity or Hybrid Annuity) basis in accordance with the term and conditions of the Concession Agreement.

4. Patel Darah-Jhalawar Highway Private Limited (PDJHPL) was incorporated on October 16, 2017 as a Special Purpose Vehicle by Patel Infrastructure Limited (PIL) to construct and operate the Project : 4 – lane road on Darah-Jhalawar-Teendhar section NH-12 (new NH-52) from Km 299.00 to 346.54 (Design chainage from 9.86 to 58.74) in the state of Rajasthan under NHDP Phase III (length 48.880 km) – Package II.

5. PDJHPL has signed the Concession Agreement (CA) with NHAI on November 16, 2017 for a total concession period is of 17.50 years starting from April 2018 consisting of 2.50 years of construction and 15 years of operations.

6. The scope of the project includes performance & execution of all design, engineering, financing, procurement, construction, completion, operation & maintenance (O&M) of the project corridor as set out in the Concession Agreement.
7. The project is 4 laning with paved shoulder from km. 9+860 to km 58+740 (Design chainage) (Design length 48.88 km) and 6-laning on all structures in section of NH-52 in the State of Rajasthan under NHDP Phase - III on the Hybrid Annuity Mode.

4. **SUB-PROJECT LOCATION & DESCRIPTION**

8. The site of proposed four-lane project highway i.e. Darah-Jhalawar-Teendhar section of NH-12 (New NH-52) is (Partly existing alignment and green field alignment) starts from Km 299+000 of NH-12 and ends at Km 346+540 of NH-12 at Teendhar Junction in the State of Rajasthan. The total design length of the four-lane project highway is 48.880 Km, which includes 38.391 Km alignment of bypasses and realignment.

9. The proposed road has two bypasses, viz., Dabadeh & Sahrawada Bypass and Suket, Jhalawar & Jhalrapatan Bypass. The existing NH-12 carriageway width is having two-lane configuration. The existing pavement is flexible pavement. The proposed 4 lane project highway will be rigid pavement. The proposed ROW will be 60 m in 47.196 Km stretch and 45 m in the stretch 1.684 Km stretch in the forest area. Additional land has been acquired for realignment and bypasses. The total land required for the Project (including existing ROW) is 290.736 Ha. Out of this 210.5705 Ha is private land, 7.336 Ha is forest land and rest is Government land. The proposed toll plaza will be located at chainage 28.000 km. The toll plaza will be 16 lanes (8*2).

10. The new rigid pavement shall be provided for the entire length of four-lane project highway for the main carriageways and paved shoulder. Rigid pavement shall also be provided for proposed toll plaza. Flexible payment shall be provided for slip road and realignment of parallel road for connecting project highway and existing roads. The salient features of the sub-project are given in **Table 1** and location map is given in **Figure 1**.

<table>
<thead>
<tr>
<th>Table 1: Salient Features of Patel Darah Jhalawar Highway Private Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Particulars</strong></td>
</tr>
<tr>
<td>Name of Project</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>District</td>
</tr>
<tr>
<td>Concessioning Authority</td>
</tr>
<tr>
<td>Concessionaire</td>
</tr>
<tr>
<td>Terrain</td>
</tr>
<tr>
<td>Project Length</td>
</tr>
</tbody>
</table>
5. CONCESSIONAIRE

11. Patel Darah-Jhalawar Highway Private Limited (PDJHPL) was incorporated as a SPV by Patel Infrastructure Limited (PIL) to construct and operate the Project: 4 – lane road on Darah-Jhalawar- Teendhar section NH-12 (new NH-52) from Km 299.00 to 346.54 (Design chainage from 9.86 to 58.74) in the state of Rajasthan under NHDP Phase III (length 48.880 KMS) Package II.

<table>
<thead>
<tr>
<th>Toll Plaza</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flyover (Nos.)</td>
<td>3 nos.</td>
</tr>
<tr>
<td>Vehicular Under Pass (Nos.)</td>
<td>22 nos.</td>
</tr>
<tr>
<td>ROB &amp; RUB</td>
<td>1 each</td>
</tr>
<tr>
<td>Major Bridges</td>
<td>3 nos.</td>
</tr>
<tr>
<td>Minor Bridges</td>
<td>11 nos.</td>
</tr>
<tr>
<td>Box Culverts</td>
<td>21 nos.</td>
</tr>
<tr>
<td>Pipe Culverts</td>
<td>16 nos.</td>
</tr>
<tr>
<td>Truck Laybye</td>
<td>01 *2 - 2</td>
</tr>
<tr>
<td>Bus Shelter (Nos.)</td>
<td>05*2 = 10</td>
</tr>
<tr>
<td>Service roads</td>
<td>28.28 KM</td>
</tr>
</tbody>
</table>

Figure 1: PDJHPL Location Map
6. **EPC CONTRACTORS**

12. PDJHPL has signed EPC agreement with Patel Infrastructure Limited on 29\textsuperscript{th} May 2018.

7. **INDEPENDENT ENGINEER**

13. LEA Associates South Asia Pvt. Ltd. (LASA) has been signed to monitor the sub-project as Independent Engineer (IE).

8. **IIFCL FUNDING**

14. The total project cost of PDJHPL is ₹\textsuperscript{1123.63 crores}. The project is financed by IIFCL under Direct Lending Scheme. IIFCL has sanctioned an amount of ₹\textsuperscript{110 crore} towards PDJHPL and disbursed ₹\textsuperscript{35.50 crores} as on 11.11.2019.

9. **STATUS OF PROJECT IMPLEMENTATION**

15. The sub project is under construction and the scheduled commercial operations date is 24\textsuperscript{th} November 2020. At the time of site visit developer has informed that about 37.41\% (as on 31.10.2019) works have been completed.
DUE DILIGENCE ON ENVIRONMENTAL SAFEGUARDS
10. ENVIRONMENT SAFEGUARDS COMPLIANCE REVIEW

16. The environmental due diligence (EDD) report focuses on the status and review of the applicable environmental regulatory requirements, compliance to the regulatory requirements, review of the environment related sub-project documents, implementation of environmental management measures at site, institutional arrangements for implementation and monitoring of environmental measures, environment, health & safety (EHS) related clauses in agreements, health and safety measures at work place, status of plantations, safety and emergency preparedness plan.

11. APPLICABILITY OF ENVIRONMENTAL IMPACT ASSESSMENT NOTIFICATION

17. It is required that the project meets the applicable national guidelines / regulations relating to the environment, occupational health and safety and social issues. The project should have necessary clearances as well as permits and approvals for project implementation and suitable environmental management plans.

18. National Highway projects up to 100 Kms involving additional right of way or land acquisition upto 40 meters on existing alignments and 60 meters on re-alignments or by-passes are exempted from the scope of the Environmental Impact Assessment Notification, 2006 of Government of India. The total length of the sub-projects is approximately 48.880 Kms, therefore, PDJHPL does not require environmental clearance and is not required to conduct an Environmental and Social Impact Assessment (ESIA) as a statutory requirement. ESIA study has not been conducted for the sub-project PDJPL. However, the developer has prepared an EMP for the sub-project, approved by Concessioning Authority, which is under implementation at site.

12. APPROACH TO THE ENVIRONMENT SAFEGUARDS DUE DILIGENCE REPORT:

19. The Environmental Due Diligence Report (EDDR) reviews the available documents and assesses the compliance of the sub-project with respect to environmental safeguards; regulatory clearances; environmental impacts and management measures; Health, Safety and Environment (HSE) measures; and categorization of sub-project on the basis of above review.

20. The following documents were referred in order to prepare Environmental Safeguards Due-Diligence Report:
   - Project Appraisal Memorandum (PAM)
   - Concession Agreement
   - Independent Engineer Report
   - Lender’s Independent Engineer (LIE) Reports
   - Environment Management Plan
   - Detailed Project Report - Executive Summary
   - Project Statutory Approvals/Permits
   - Project HSE Documents
21. The environmental safeguard due-diligence study was carried out for the sub-project on the basis of site visit observations and understanding project scope based on information and documents provided by Concessionaire. A detailed discussion on the environmental and social safeguards related issues was also carried out with the team of the sub-project at site.

22. On review of the documents / information related to the sub-project and on the basis of site visit, the impacts of the PDJHPL on environment are envisaged, which are given in section 15 of the ESDDR. The sub-project is mitigating the environmental impacts at the site with Environment Management Plan (EMP). The status of EMP implementation is given in the ESDDR in section 16.

13. COMPLIANCE OF PDJHPL TO THE ESSF OF IIFCL:

23. The Environmental and Social Safeguard Framework (ESSF) provides the enabling mechanism to IIFCL to deliver its policy objectives and applies to projects funded by IIFCL throughout the project cycle. The ESSF defines procedures, roles, and responsibilities, at various project milestones for managing the adverse environmental impacts.

24. The environmental due diligence for PDJHPL has been done as per requirements of direct lending scheme. The environmental safeguard risks during construction phase have been assessed and risks during operational phase have been evaluated. PDJHPL is under construction and following the applicable regulations and guidelines. There does not seem to be any significant risk for either IIFCL or ADB. The environmental measures being implemented at the sub project are studied and implementation checked at site. It can be concluded that PDJHPL is compliant to the requirements of IIFCL’s ESSF under direct lending scheme and has adequate management measures implementation on site.

14. POLICY, LEGAL AND REGULATORY REQUIREMENT:

25. PDJHPL does not fall under the schedule of EIA Notification, 2006 that lists projects or activities requiring prior environmental clearance and hence these are exempt from obtaining environmental clearance. PDJHPL is required to comply with the applicable guidelines relating to the environment, occupational health and safety in addition to complying with local pollution control board regulations. The statutory permits/clearances related to environmental aspects obtained/to be obtained from regulatory authorities as part of PDJHPL development were assessed and current status of availability of such permits/clearances are given in Table 2 below:
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Permits/Clearances</th>
<th>Statutory Authority</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Environmental Clearance</td>
<td>Ministry of Environment, Forests &amp; Climate Change (MoEF&amp;CC), New Delhi</td>
<td>Not Applicable. As the sub-project length is below 100 kms (48.880 Kms), this is exempted from obtaining environmental clearance and conducting EIA.</td>
</tr>
<tr>
<td>2.</td>
<td>Forest Clearance</td>
<td>MoEF&amp;CC and State Forest Department</td>
<td>The sub-project involves diversion of 7.336 Ha of forest land. Developer has taken forest clearance for diversion of forest land. Stage I forest clearance is attached as Annexure I and Stage II forest clearance copy is attached as Annexure II. The permission to carry out works in the forest land was granted with tree cutting permissions vide letter dated 19.4.2018 attached as Annexure III.</td>
</tr>
<tr>
<td>3.</td>
<td>Wildlife Clearance</td>
<td>MoEF&amp;CC</td>
<td>The Project area does not lie within an ecologically sensitive area. The location of Project does not contravene any international biodiversity or ecosystem conservation conventions. Therefore, it does not require wildlife clearance or permission. The subproject is more than 10 kms away from Mukundra Hills Tiger Reserve. A letter has been issued by Additional Chief Conservator of Forests (WL) that the project does not require wildlife clearance (Annexure IV).</td>
</tr>
<tr>
<td>4.</td>
<td>Tree cutting permissions</td>
<td>State Forest Department &amp; Revenue Department, Rajasthan</td>
<td>Approximately 8156 of trees were coming in ROW. These trees were on forest land (104 trees), government land (1437 trees) and rest are trees on private land. Permission for tree cutting has been taken from respective departments. The copies of tree cutting permissions are attached as Annexure V.</td>
</tr>
<tr>
<td>5.</td>
<td>Consent to Establish</td>
<td>Rajasthan Pollution Control Board (RPCB), Rajasthan State</td>
<td>Consent to Establish under section 25 of Water (Prevention &amp; Control of Pollution) Act, 1974 and under section 21 of Air (Prevention &amp; Control of Pollution) Act 1981 was obtained from Rajasthan Pollution Control Board for RMC plant, Crusher plant, etc have been obtained. Sample copy is attached as Annexure VI.</td>
</tr>
</tbody>
</table>
6. Consent to Operate  
Rajasthan Pollution Control Board (RPCB), Rajasthan State  
Consent to Operate under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of Air (Prevention & Control of Pollution) Act 1981 and amendments thereof has been obtained from RPCB (Annexure VII).

7. Quarry and Borrow Area Permissions  
Department of Mines and Geology, Government of Rajasthan  
The Mines Department Notification dated February 28, 2017 issued vide Rajasthan Gazette dated 1.03.2017, states that “…ordinary earth or murrum used for filling, leveling or embankment of roads or railways upto depth of two meters shall not be treated as mining operations: Provided that such operations shall be carried out under short term permit, permit or brick earth permit issued by the Mining Engineer or Assistant Mining Engineer concerned” (Annexure VIII).

In line with the applicable State Government regulations, developer has taken permits for the quarry and borrow area being used for the sub-project. Sample copy of borrow area permit is attached as Annexure IX.

8. Labour License & Insurance  
Licensing Officer, Kota, Government of Rajasthan  
PDJHPL has taken Labour License under the Contract Labour (Regulation and Abolition) Act, 1970. The establishment has valid labour license and insurance, which is enclosed as Annexure X.

9. NOC for setting up camp  
Village Panchayat  
PDJHPL has taken NOC from village panchayat for setting up of camp with RMC, WMM, Hot mix Plant (Annexure XI).

15. IMPACT ASSESSMENT OF SUB-PROJECT

26. EIA study was not conducted for the sub-project as the project does not fall under the purview of EIA Notification and subsequent amendments as explained in Section 11 of the EDDR.

27. Being a highway up gradation project, additional land has been acquired for the sub-project which is mostly private land. 7.336 Ha of forest land has also been diverted for the sub project. The width of proposed ROW is 60 m and 45 m in forest area. The length of the sub project is 48.880 km. The impacts of the proposed project are manageable with appropriate EMP. The entire length of the project road runs through plain terrain, passes across agricultural land and forest area.
28. The site of proposed four-lane project highway i.e. Darah- Jhalawar-Teendhar section of NH-12 (New NH-52) is (partly existing and green filed alignment) starts from Km 299+000 of NH-12 after Amjhar River and ends at Km 346+540 of NH-12 at Teendhar Junction in the State of Rajasthan. The total Design length of the Four-Lane Project Highway is 48.880 Km. The bypasses have been planned to avoid forests land. The proposed alignment shall cross Ahu River, Chandra Bhaga River and Kalisindh River. The proposed aligned is passing through mostly flat terrain and some hilly area. The land use pattern in the sub-project section is agricultural. The sub-project passes through forest area for about 1.684 Km and does not pass through any protected area. No archaeological and historical monuments are located along the project road.

29. There are two camps at the sub-project. One Camp has RMC, WMM, Hot Mix plants etc and site office. Second camp has stock yard storage and engineer’s accommodation. Both the camps are at a safe distance from habitation.

30. The main impacts envisaged due to various activities at the sub-project are summarised in the paragraphs below:

31. **Impact on Land Environment:** The sub-project involves strengthening and widening of the existing two to four lane road. The sub-project involves widening/reconstruction of existing road with additional land acquisition for ROW. During construction phase the topography at sub-project location will change due to excavation of borrow areas, cuts and fills for project road and construction of project related structures. Risk of contamination of soil exists from construction material and oil spills. The impacts are temporary and are manageable with mitigation measures which are given in Section 16.

32. **Impact on Water Resources:** The sub project is crossing three perennial rivers – Ahu River (at Km 36.105 Km), Chandra Bhaga River (at Km 48.075) and Kali Sindh River (at Km 57.100); Water resources may be impacted near the construction camp. This can be minimized by proper handling of material and proper erosion control. During the operation stage the leakage or spillage from damaged vehicles or badly maintained vehicles may lead to contamination of water bodies. EMP is available to manage these impacts.

33. **Impact on Air Quality:** The setting up of camp including ready mix concrete plant, hot mix plant, WMM plant etc. and crusher plant. Up-gradation works at sub-project stretch shall involve generation of dust and release of other pollutants leading to the localised degradation of air quality. All the belt conveyors are to be covered with canopy to control the dust pollution. Ready mix concrete plant to be well equipped with the cartage filters. Mitigation measures are in place to manage these temporary impacts.

34. **Impact on Noise Environment:** Impact on noise environment is envisaged during both construction and operation phases. During construction phase, noise is generated due to use of
heavy equipment and processing facilities. Adequate distance from sensitive sites is to be kept for controlling noise disturbances.

35. **Impact on Biological Environment**: Mukundra Hills Tiger Reserve is located more than 10 Km distance to the sub project. The sub-project does not require Wildlife Clearance as explained in Table 2. Moreover, there is no notified animal corridor/migration route is present in the project area. About 8156 trees falling in revenue, forest and private land are coming in the ROW expansion. Permission for tree cutting are obtained from respective authority. No significant impacts on other flora and fauna are anticipated at the sub-project except for tree cutting. Necessary mitigation measures have been available where construction/maintenance is proposed. Developer has informed that tree cutting will be compensated as per regulations.

16. **ENVIRONMENTAL MANAGEMENT PLANS**

36. The sub-project does not require EIA as a statutory requirement. Project specific EMP exists for the subproject (Annexure XII). The sub-project has been implementing various mitigation measures to minimize risk to environment. Environmental risk analysis has been done for the sub-project and responsibilities clearly defined in the EMP. The significant environmental aspects at this sub-project site are identified as:

- Noise Generation due to Plant & Machinery
- Dust Generation Due to Vehicle Movement
- Disposal of Construction Waste
- Disposal of Waste water

37. The implementation of the EMP has been assessed on the basis of site visit and documents / information shared by the developer. The status of EMP implementation is given in Table 3.

<table>
<thead>
<tr>
<th>EMP</th>
<th>Status of EMP Implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Control of air pollution</td>
<td>- Approach roads in project area are paved and water sprinkling is being done at the sub-project to control dust</td>
</tr>
<tr>
<td></td>
<td>- Vehicles have restricted speed in camp area</td>
</tr>
<tr>
<td></td>
<td>- All vehicles used for PDJHPL have valid pollution control certificate</td>
</tr>
<tr>
<td></td>
<td>- Workers are provided with PPEs</td>
</tr>
<tr>
<td></td>
<td>- It is mandatory to wear pollution mask at crusher site.</td>
</tr>
<tr>
<td></td>
<td>- Camp sites is located away from settlements</td>
</tr>
<tr>
<td></td>
<td>- Plants at camp are having CTO from Rajasthan Pollution Control Board</td>
</tr>
<tr>
<td></td>
<td>- RMC plant is equipped with dust collector to control emissions</td>
</tr>
<tr>
<td></td>
<td>- Camp haul roads are maintained with salvage material / demolition wastes</td>
</tr>
<tr>
<td>Control of Noise Pollution</td>
<td>- Equipment and vehicles are properly maintained at site</td>
</tr>
<tr>
<td></td>
<td>- Vehicles have restricted speed in camp area</td>
</tr>
<tr>
<td></td>
<td>- Workers are provided with PPEs</td>
</tr>
<tr>
<td></td>
<td>- Training is provided to staff</td>
</tr>
<tr>
<td></td>
<td>- Developer has confirmed that no blasting was done during night hours. Rock</td>
</tr>
<tr>
<td>EMP</td>
<td>Status of EMP Implementation</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------</td>
</tr>
<tr>
<td>EMP breakers is being used for fractured rock in the forest area as it more effective than blasting.</td>
<td></td>
</tr>
</tbody>
</table>
| Waste Material – Storage, Handling, Disposal & Handling and Storage of Fuels and Oils | • As per provision of secondary containment for diesel and lubricant storage, fuel is available at camp site in fuel station. No spillage was seen at the fuel station.  
• Storage is done at designated areas, with markings and signboards.  
• Emergency response plan is in place for DBTPL  
• Trainings are imparted to labour and staff and records maintained at site  
• Waste oil is stored at site and sold to SPCB authorised vendors as and when required  
• Storage is done at designated areas, with markings and signboards. |
| Control of Water Pollution | • During site visit it was informed by developer since there were heavy rains during the monsoons last year and this year, there is water logging everywhere at sub-project construction site. As the surface is rocky in the area, this water is being used for construction purpose.  
• It is informed by developer that water is sourced from authorised suppliers as and when required.  
• Drainage system is under construction  
• Rain water harvesting pits will be provided every 500 m of the stretch  
• Underpasses are designed to drain water from both sides to the pit  
• Septic tanks with soak pits are provided at site.  
• Proper toilets are provided at camp. |
| Avenue and Median Plantation | • Tree cutting permissions were obtained  
• Avenue Plantation plan involves planting approximately 25000 trees and records will be maintained at site.  
• Median plantation will be done at site as per IRC guidelines  
• Avenue and median plantation is yet to begin at site  
• Survival records are be maintained at site. |
| Minimization of Ecological Disturbance & Environmental Resources Conservation | • Blasting is avoided in forest area as rock breakers is being used for fractured rock in the forest area as it more effective than blasting.  
• Minimum numbers of trees are cut from forest and non-forest area. However, a sizeable number of trees were private trees for which adequate compensation has been paid to the owners.  
• Amount for compensatory afforestation has been paid as per Forest Conservation Act.  
• Avenue and median plantation are being planned and will be done at the sub project.  
• Pond ash from Kalisindh thermal Power Plant is being used at the sub project to reduce the use of soil. Records of the same are maintained at site.  
• Developer has informed that approx. 8 lakh CUM of pond ash will be utilised at the subproject.  
• Ash with high moisture content than soil is also reducing water consumption at the site. |
| Occupational Health and Safety | • All workers and labourers are equipped with appropriate PPE’s |
EMP | Status of EMP Implementation
---|---
| • HSE induction trainings are organized for labour and staff.  
| • RO plant is installed at the camp site for drinking water for staff and workers  
| • There is no labour camp at site, the labour are staying in rented accommodation and commuting from villages nearby  
| • Contractor has provided sufficient road signs, temporary barriers, gunny bags filled with soil with reflective stickers etc. at the construction sites

### 17. HEALTH AND SAFETY

38. PDJHPL has a Safety, Health and Environment Manual (**Annexure XIII**), which clearly defines roles responsibilities of staff, contractors on health and safety of the staff/workers. The Manual is being implemented at the sub-project site and training/mock drill records are maintained at site. The Manual also envisages awareness programmes at site which are being conducted at site.

39. PDJHPL has deployed the route patrolling vehicles with requisite staff for incident management as per Concession Agreement for maintenance of the project highway during construction.

40. The traffic safety arrangements during execution of works is being carried out by the Contractor for safe movement of vehicles on the project highway. The Contractor has provided sufficient road signs, temporary barriers, gunny bags filled with soil with reflective stickers etc. at the construction sites.

41. PDJHPL follows the safety guidelines and conducts safety training programmes for staff at site including labour. The records for the same are maintained at the sub-project site. Sample copies of records of tool box meetings and induction training are attached **Annexure XIV**.

42. Project specific Emergency Plan is also available at site and the staffs are aware of the plan (**Annexure XV**).

43. First aid boxes and fire fighting systems are maintained at sub-project camp sites.

44. PDJHPL has adequate institutional arrangement to look after HSE related aspects. The organizational chart for PDJHPL and Contractor is given as **Annexure XVI**.

### 18. GRIEVANCE REDRESSAL MECHANISM

45. Developer informed during site visit that a Committee has been formed to address grievances of locals comprising of the following staff:
   - Mr Ramesh Barad, Deputy Manager (HR & Admin)
46. Redressal of Public Grievances will be done during operation phase as per Article 40 of the Concession Agreement. The Concessionaire has to maintain complaint register at the toll plaza for recording public grievances.

19. ENVIRONMENTAL SENSITIVITY

47. The environmental sensitivity of PDJHPL has been assessed by reviewing various documents, supplemented by field visit and consultation with the developer.

48. The environmental sensitivity assessment is given below:

- The sub-project involves upgradation of existing 2 lane road. Land acquisition has been done for the sub project including 7.336 Ha forest land.
- The sub-project sites are not located in any protected area like wildlife sanctuary / national park.
- During site visit and as per discussions with the sub-project staff, it was informed that no wild animals are sighted in and around the sub-project area.
- Approximately 8156 trees are cut for the project which was mostly in private land. No loss of rare/threatened/endangered species of flora is envisaged at the sub project. The sub project is impacting flora which is being compensated in an appropriate manner.
- As informed by the concessionaire, no important cultural or heritage sites are getting affected due to the sub-project.
- The sub-project has the necessary approvals and permits from regulatory authorities.
- The impacts of the sub-project are temporary in nature and are manageable with EMPs.

20. PROJECT AGAINST THE PROHIBITED INVESTMENT ACTIVITIES LIST

49. The sub-project does not involve any prohibited activity as per the Prohibited Investment Activities List (PIAL) of ADB.

21. CATEGORIZATION OF SUB-PROJECT

50. The sub-project can be classified as Category B based upon ADB’s EA requirements as per their Safeguard Policy Statement (2009). This classification is based on the review of the
available documents and site visit with respect to the environmental sensitivity due to project activities.

22. SITE VISIT OBSERVATIONS

51. A site visit was undertaken by IIFCL’s Environmental Specialist and Social Safeguard Consultant on 22nd – 23rd October 2019. The site visit was undertaken to review the implementation of the project’s environmental and social safeguards. During the site visit, following staff were mainly consulted regarding environmental safeguards related measures being implemented at the project site:

- Mr Amit Garg, General Manager
- Mr Ramesh Barad, Deputy Manager (HR & Admin)
- Mr Balram Shekhawat, Executive
- Mr Gyanendra Saxena, Retired Patwari

52. The sub-project is under construction and 37.41 % (as on 31.10.2019) works are complete at the site. Based on the discussions with above mentioned officials and visit, the site observations are given below:

- The sub-project has obtained necessary clearances/permits from the State Pollution Control Board and other regulatory organizations and is complying with their requirements.
- The sub-project involves forest land.
- Almost 90% of tree cutting is complete at site. Avenue and median plantation will begin during monsoon of 2020. Developer has been informed to keep a record of plantations and survival rate. Trees which are outside 4 lane construction width have been saved.
- Utility shifting at site is almost 90% complete.
- Approximately 91.949% (as on 31.10.2019) of land is available for PDJHPL.
- The workers and staff at the site were seen wearing personal protective equipment such as helmets, jackets, boots, gloves, masks etc.
- Regulatory signs, warning signs and direction signs were available at all relevant places at site.
- There are two camp sites at the sub-project.
- There is no labour camp at sub project. Developer has informed that most labour is local and are commuting from nearby villages. The other workers are also housed in rented accommodations. Good standards of health and hygiene were maintained at camp. Dust bins were placed at different locations. Toilets were available at the
camp site for staff with continuous water supply. Good housekeeping was maintained at the site.

- Pantry is being run at the camp site.
- All waste water being generated at the sub-project premises is disposed in septic tanks/soak pits.
- RO water purifier of large capacity is available at camp for drinking water purpose.
- Adequate EHS staff was present at the site and understood their commitments.
- On discussions with the site staff, it was observed that tool box talk, safety induction trainings are done for labour as well as staff. Records of safety trainings, mock drills, tool box talk etc. are maintained at site office.
- Vehicle movement in the administrative premises was very limited and control by Security at entrance of camp.
- Waste oil generated at the site is being stored at the workshop. The waste oil storage is on paved surface; however some oil spillage could be seen. Developer has been advised to store waste oil on concrete slab.
- The permits and NOCs required for the project are in place.
- Fire extinguishers and first aid kits were available at camp site.
- Emergency contact numbers have been displayed at appropriate locations.

53. The site visit photographs are given in Photoplate - I.

23. CONCLUSIONS AND RECOMMENDATIONS

54. It is concluded on the basis of review of the available information, reconnaissance site visit and interaction with sub-project staff it can be concluded that the concessionaire PDJHPL is complying with the requirements as per the applicable guidelines/regulations. The 48.880 km road in the State of Rajasthan is unlikely to pose any adverse environmental risks given the nature of the activities.

55. Based upon the available documents and site visit, it is concluded that the concessionaire has undertaken adequate environmental safeguard measures. The conclusions for the sub-project are given below:

- The sub-project has been planned as per the National and State Government requirement and not in anticipation to ADB operation.
- The project site is not located in an ecologically sensitive area.
The sub-project is being developed in the existing ROW and additional land has been acquired for bypasses which is private land and forest land.

The project involves diversion of 7.336 Ha forest land with 104 no. of trees.

Approximately 8156 trees were coming in ROW. The concessionaire will be doing avenue and median plantation on the entire stretch.

There are no legally protected areas and cultural heritage sites located within the sub-project.

The sub-project has the required permits and approvals for project implementation.

Concessionaire is implementing EMP at site. The EMP implementation will be monitored by IIFCL.

The institutional arrangement available for the implementation of environment, health & safety appears to be adequate.

The concessionaire is maintaining adequate safety at the site. The EMPs will minimize any significant negative impact on environment.

During site visit and discussion with the project developer, the implementation of management measures was found to be adequate.

After approval from the ADB, the ESDDR will be uploaded on website for public disclosure.

56. Based on the site visit and due diligence findings, it can be deduced that the sub-project has no significant environmental safeguard issues. The sub-project, therefore, does not appear to involve any kind of reputational risk to ADB funding on environmental safeguards.
DUE DILIGENCE ON SOCIAL SAFEGUARDS
24. PURPOSE OF THE SOCIAL SAFEGUARDS DUE DILIGENCE

57. The Social Safeguards Due Diligence Report (SSDDR) has been carried out by India Infrastructure Finance Company Limited (IIFCL) in consultation with the Concessionaire, Patel Darah-Jhalawar Highway Private Limited (PDJHPL) to assess the Social safeguards compliances of the project with the applicable National Policies. The report has been prepared as per the documents/information received from the concessionaire and subsequent to the site visit organized on 22nd & 23rd October 2019. The information given in the ESDDR is agreed and confirmed by the Concessionaire.

25. PROJECT AGAINST THE PROHIBITED INVESTMENT ACTIVITIES LIST

58. The sub project does not involve any prohibited activity as per the Prohibited Investment Activities List (PIAL) of ADB.

26. OBJECTIVE OF SOCIAL SAFEGUARDS DUE DILIGENCE

59. Social Safeguards due diligence study is carried out to assess the social safeguards monitoring compliance status of the project as per the applicable National policies/procedures as observed during the site visit as well as the information received. The main objective of this Social Safeguard Due Diligence Report (SSDDR) is:

- To assess the likely social impacts and its minimization/mitigation majors adopted for the project with respect to land acquisition, compensation, Indigenous people affected, involuntary resettlement and common properties resources affected, if any, in terms of displacement, loss of incomes, and community links:

- To ascertain, in case of any adverse impact, if appropriate mitigation measures have been taken during the project planning, designing and frameworks established for carrying out safeguard measures during the construction stage to minimize and mitigate such if any adverse impacts.

27. APPROACH AND METHODOLOGY

60. The Social safeguard due diligence study for Patel Darah-Jhalawar Highway Private Limited (PDJHPL) has been carried out after reviewing the documents made available by the subproject developer. The report has been prepared on the basis of site visit to the project location by the Environmental Specialist and Social Safeguards Consultant, discussion with the project developer and review of various permits and approvals relating to the project to understand the salient
features of the project and social concerns. The following documents/Reports/Licenses/permits and notifications were referred in order to prepare the Social Safeguard Due Diligence Report:

- Project Appraisal Memorandum (PAM)
- Right of Way (RoW) handover letter
- Concession Agreement
- Lender’s Independent Engineer (LIE) Reports
- Labour License & insurance

28. SOCIAL IMPACT OF THE PROJECT

27.1 Land Acquisition in the Project

61. Land acquired for the project is done as per NH Act 1956. Compensation is being paid by NHAI as per regulations. For the month ending October 2019, total encumbrance free land available is 44.945 Km out of 48.880 Km (91.949%).

62. During the discussion it was told that the total land as per the information provided by the project developer the purpose wise land for PDJHPL is given in Table 4.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Area in Ha</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total land required</td>
<td>298.072</td>
</tr>
<tr>
<td>2</td>
<td>Govt. Land</td>
<td>80.165</td>
</tr>
<tr>
<td>3</td>
<td>Private land</td>
<td>210.571</td>
</tr>
<tr>
<td>4</td>
<td>Forest Land diverted</td>
<td>7.336</td>
</tr>
</tbody>
</table>

63. Land acquisition process was initiated prior to IIFCL’s involvement and not in anticipation of ADB financing.

27.2 Impact on Structure

64. The sub-project falls in Jhalawar and Kota district in the state of Rajasthan. The entire section of project road is passing through plain terrain. As informed by the concessionaire and noted during the site visit, that no structure is getting affected due to the project.

27.3 Rehabilitation and Resettlement impact in the sub-project

65. Land acquisition for the project is done as per NH Act 1956. Compensation is paid by Concessioning Authority as per regulations.
27.4 Impact on Indigenous people

66. As per information provided by the concessionaire the project does not have indigenous people and does not have adverse impact or create any threat to the survival of any indigenous community along the alignment, hence no indigenous people affected in this sub-project.

29. GRIEVANCE REDRESSAL MECHANISM FOR THE SUB-PROJECT

67. The Complaints received are forwarded to NHAI. NHAI in turn forwards them to the Competent Authority for Land Acquisition (CALA) for redressal. Retired Patwaris, Tehsildars are also employed by NHAI to assist the CALA and locals to get the issues resolved facilitate timely project implementation. During the site visit it was observed that the project authority has formed their own institutional arrangements to deal with local complaints and resolve smaller issues concerns within GRC framework.

30. EMPLOYMENT GENERATION

68. Local skilled/Semi-Skilled & Non Skilled people have been employed in various activities like material testing in laboratory, site supervisors, labours etc. on the project since inception. Further it is planned to employ locals for operation of toll plaza and regular patrolling of the section.

31. THE COMMUNITY ENGAGEMENT ACTIVITIES

69. As information provided by the concessionaire, to reach the local people, PDJHPL has undertaken few of community development activates at construction stage of the project. The subproject developer recently helped clean few large ponds in the vicinity of the sub project as part of cleanliness drive (swachhta abhiyan) They’re planning go undertake periodic road safety week, blood donation camp, free medical check-up camps in next few quarters as the project work gathers pace. Recently health and hygiene awareness camps have also been undertaken under community development initiatives.

32. LABOUR LICENSE OBTAINED BY THE SUBPROJECT DEVELOPER

70. The Labour license has been granted to the subproject developer Patel Darah-Jhalawar Highway Private Limited (PDJHPL) under Section 12 (1) of the Contract Labour (Regulation and Abolition), Act, 1970. The Assistant Labour Commissioner (Central), Rajasthan, Kota, has issued the license for construction of Darah-Jhalawar-Teendhar Section in the state of Rajasthan under NHDP phase III. As per the labour licenses the subproject developer can employ as contract labour in
the establishment shall not, on any day, exceed 100 Nos. Workman compensation insurance is in force till 06/Jan/2020. The labour license is attached as Annexure X.

33. DISCLOSURE

71. The ESDDR after approval from the ADB will be uploaded for public disclosure on ADB and IIFCL’s website.

34. SITE VISIT OBSERVATION

72. A site visit was undertaken by IIFCL’s Environmental Specialist and Social Safeguards Consultant during 22nd & 23rd October, 2019. The site visit was undertaken to review the implementation of the project’s environmental and social safeguards parameters at the project site. The sub-project at the time of site visit was in construction stage, and about 37.41% of construction activity has been completed till 31.10.2019 and the Concessionaire is hopeful to achieve the COD in the month of November 2020.

73. During the site visit and discussions with subproject developer it was observed/noted that:

- The sub-project has been prepared by NHAI under NHDP Phase III and as per its own funding requirement and not in anticipation to ADB operation;
- Land acquisition process was initiated prior to IIFCL’s involvement and not in anticipation of ADB financing;
- Approximately 91.949% of land is available for PDJHPL and rest of the land acquisition will be completed by December 2019.
- Land acquired for the project is being done as per NH Act 1956. Compensation is paid by the Concessioning Authority as per regulations.
- The subproject do not have any indigenous people in the project;
- Construction workers are provided with ready access to on- or off-site health care check-up facilities and are being provided with first aid facilities for minor injuries; This included Ambulance at their major camp (camp 1);
- As informed during the site visit it was confirmed that no fatal accident has happened in the project till date.
- Emergency contact numbers have been displayed at the prominent places in project site.
- Workers and staffs were seen wearing personal protective equipment such as helmets, jackets, boots, gloves etc. during the site visit

- As informed by the project developer, after discussions with the local people, the affected cultural properties are being relocated by the concessionaire;

- Local labours are being engaged in the construction activities for skilled as well as unskilled activities;

- It seems that the sub-project does not appear to involve reputational risk to Asian Development Bank funding on social safeguards and recommended for funding under the proposed project.

- Concessionaire has undertaken community development activities based on the demands raised by the local people.

74. Based on the site visits observations and desk review, it appears that the sub-project have no significant negative social safeguard issue.
भारत सरकार
पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय
केंद्रीय कार्यालय (नगर)
Ministry of Environment, Forest and Climate Change
Regional Office (Central Region)

पत्र सं ८६/राजस्थान/06/24/2017/एफ.सी. / ५८५

भारत सरकार, पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, केंद्रीय कार्यालय (नगर)

प्रमाणित: 13.11.2017

निपटान ।

Onaline Proposal No. FP/RAJ/Road/24809/2017

विषय: विभाग, Diversion of 7.336 ha, of forest land in favour of project Director National Highway Authority of India PILL Kataro Construction of 4 Lane Road on NH-12 (New NH-52) from Km 299/000 to 246/540 (Darah-Jhalwar-Teendhar Section) in the state of Rajasthan.

संपत्ति—

प्रथम संस्करण (हॉफ), Jaisalmer, Rajasthan जयपुर।

F14(Road)2016/FCA/PCCF/3819. Dated, 27-10-2017

महादेव,

प्रस्तावित प्रस्ताव की शक्ति सहायता सर्वेक्षण (REC) की दिनांक—09.11.2017 की बैठक में सम्मिलित किया गया था।

अतः, केंद्र सरकार विभागित प्रस्ताव के हेतु 7.336 हेक्टेयर तरल अनुमति के लिए गैर जनवरी एक्सोम के लिए 104 विभाग की सूची तैयार की गई थी।

1. वन तृप्ति की वैज्ञानिक तरीकों में कोई परिवर्तन नहीं होगा।

2. प्रस्तावित अधिकारण हालांकि वन विभाग के पक्ष में क्षेत्रपूर्वक कार्यक्रम के अन्तर्गत प्रभावित वन क्षेत्र के द्वारा अवश्यक वनता वर्गीकरण पर आवेदन १४.४ हेक्टर (7.336 हेक्टर) पर जुड़ा है। १० वर्षों तक यह स्थिति निश्चित बन जाएगी।

3. प्रस्तावित अधिकारण हालांकि माननीय उच्चाधिकारी के सिंह विभाग (सिंह) 202/1995 के अनुसार आयोजित एवं वन अनुमोदन याचिका की अनुमोदन स्थापित (प्रत्यक्ष) तरीका की अनुमोदन करते हुए वास्तविकता के संबंध में निर्णय लिया गया।

4. प्रस्तावित अधिकारण हालांकि वापिस लेने पर अनुमति प्रदान करता है।

5. विवेक वैज्ञानिक के बाद प्रस्तावित वन क्षेत्र के उच्च स्तर के लिए विभागित प्रस्तावित अधिकारण के लिए अधिक जानकारी दी जाएगी।
6. प्रयोगका अभिध्वरण इस अध्याय का कवचनबन्द्वा पर प्रस्तुत करेंगे कि आईआईएस-10 के मानकों के अनुसार लक्ष विशेष रूप से NGI है। जिनका नाम संख्या-27/2015 यथार्थता जानू, बनाम संवरथान सरकार द्वारा तिथि-16.11.2015 में दिये गये जादेश की अनुपालना में प्रयोगका अभिध्वरण द्वारा क्रम के व्यवस्थापन यथा विभाग की निगमन में राज्य के दोनों तंत्र तथा Median पर (यथा सम्भव है तो) उपलब्ध किया जाएगा।

7. राज्य निगम के कम में हससुपुरा धाम एवं काके दो स्थलों पर तथा प्रशिक्षण के आदेश द्वारा को स्वीकार दिया गया है। इस कर्मनामों का निर्दिष्ट स्थल-स्थल परिस्थितियों द्वारा क्रम में प्रयोगका अभिध्वरण द्वारा चित्रित कराई गई एवं अन्य प्रशिक्षण के निर्णय द्वारा स्थापित हेतु, प्रयोगका अभिध्वरण द्वारा चित्रित कराई गई एवं अन्य प्रशिक्षण के निर्णय द्वारा स्थापित हेतु, अंतर्व्यापक कार्यरता का विभाग की देख-देख में प्रयोगका अभिध्वरण द्वारा सुनिश्चित की जाएगी।

8. प्रयोगका अभिध्वरण द्वारा मक्का इस्लामजलिया जोधपुर प्रभावी दलितवादी द्वारा चित्रित करकर इस कार्यक्रम की प्रेमिका की आवेदिती।

9. प्रयोगका अभिध्वरण एवं राज्य सरकार तर्कसंग्रह तथा विशेष में योजना पर अभ्यूत, समी प्रयोग, कामनून तथा दिसा निर्देशों का लाभ करने की।

10. सैलानिक महासूची की अनुपालना प्रशिक्षण करते हुए संबंधित प्रभावी दलितवादी प्रक्रिया में वन संरक्षण अधिनियम 1980 के उल्लंघन के चित्र में नुकसान या प्रभाव पर प्रस्तुत करने।

उपरोक्त सभी सहित परिपण्ण एवं मिल-मिल पुरस्कृत अनुपालना आदेश एवं/कवचनबन्द्वा प्रभाव में जो लागू, हो, प्राप्त होते पर ही यह (संरक्षण) अधिनियम, 1980 के अनुसार विचारले जाने की जायाः।

भवरोहतः

(केसो को रिप्रियर) वन संरक्षक (केंद्रीय)

प्रतिशिक्षा सूचनार्थ एवं आवश्यक कार्यवाही हेतु —

1. आयुक्त वनभारत्नदेवकर एफ़.ली., पवारहा, वन एवं जलजल वरिष्ठ उपसरकारी, इलाहाबाद पार्किंग मडल, जोखम रोड, नवी दिल्ली-110003।
2. नीदरक्क (आश्रामसेवकू), वाराणसी, वन एवं जलजल वरिष्ठ उपसरकारी, इलाहाबाद पार्किंग मडल, जोखम रोड, नवी दिल्ली-110003।
3. अनिवार्य प्राप्त सूचना मुख्य वन संस्थान एवं नोडल अधिकारी, (यह संपादक), वन विभाग, अयात संबंध, झारखंड इंस्टीट्यूट एडिशन, जिल्ला जोखम, राजस्थान।
4. वन एवं संरक्षक वाराणसी, राजस्थान।
5. पुरस्कृत अद्वितीय तार्किक राजस्थान प्रशिक्षक, घाटकई, ए-5725, तलावडी, कोटा, राजस्थान।
6. तत्कालीन अधिनियम, पश्चिम वन एवं जलजल वरिष्ठ उपसरकारी, इलाहाबाद, माधवननाथ माडल, वन विभाग को पेश कराइए पर अपलोडिंग हेतु प्रेरित।
7. आदेश प्रवाही।

(केसो को रिप्रियर) वन संरक्षक (केंद्रीय)
पत्र नं 88/राज0/08/24/2017/एफ.सी./90

सेवा में,

शासन सचिव(बैठक),
मित्रशासन सचिव,
राजस्थान शासन, जयपुर, राजस्थान

Online Proposal No. FP/RAJ/Road/24809/2017

विषय: विभागीय मुख्य वन संस्थापक (डी.एफ.), जयपुर, राजस्थान का पत्रांक- FR14( )2015/PFA/PCCF/1824, Dated. 13-04-2018

भेद, उपरोक्त रिपोर्ट पर शासन सचिव, राजस्थान शासन का पत्रांक- 88/राज0/08/24/2017, दिनांक- 27.10.2017 का आरोप प्राप्त करने का काम करें, जिसके द्वारा विभागीय प्रत्यावर्तन पर वन (शासन) अधिनियम, 1980 की तारीख (2) के अन्तर्गत वन संरक्षक की स्वीकृति नहीं गई थी।

विभागीय प्रत्यावर्तन में इस कार्यालय के सारंगदार ने समस्त कार्यालय पत्र दिनांक- 13.11.2017 द्वारा प्रकरण में वैज्ञानिक स्वीकृति प्रदान की गई थी। इसकी अनुपालन आवश्यक मुख्य वन संस्थापक, जयपुर, राजस्थान के पत्रांक- FR14( )2008/PFA/PCCF/514, दिनांक- 17.01.2018 द्वारा प्रस्तुत की गई थी। प्रकरण में पुनः इस कार्यालय के सारंगदार के पत्र दिनांक- 02.02.2018 द्वारा साइटिंग फॉरम शुरू करना था, जिसकी अनुपालन आवश्यक मुख्य वन संस्थापक (HOF), जयपुर, राजस्थान के उपरोक्त संवेदना पत्र द्वारा प्रस्तुत की गई थी।

प्रस्तुत अनुपालन आवश्यक मुख्य वन संस्थापक का निर्देश है कि केंद्र सरकार विभागीय प्रत्यावर्तन हेतु 7.336 हेक्टेकर संस्थापक के तौर पर वन की प्रमाणीकरण एवं 104 स्थानी श्रेणी की पत्रांक प्रदान की जाने वाली स्वीकृति निम्नलिखित नाते पर प्रस्तुत करें।

1. वन मूल्य की वैधता स्थिति में कोई परिवर्तन नहीं होगा।
2. प्रयोगकार अभिव्यक्ति के अध्ययन द्वारा शास्त्रीय कृषियाधिकारों के आंशिक प्रभाव के वन क्षेत्र के पृथक् अवतरण लिखित पत्रांक पर प्रकरण एवं वन क्षेत्र के उपरोक्त 14.8 हेक्टेकर (7.336 एकड़ x 2 - 14.8 एकड़) हेक्टेकर पर उपाय द्वारा एवं 10 पालक के बीच रखने दी गई है।
3. अगर यूनिट मूल्य की शुल्क की दरों में बढ़ाने की होती है तो प्रयोगकार अभिव्यक्ति का आदेश करते हुए दर की आर्थिक पूर्ति करने होगी।
4. प्रयोगकार की निरीक्षण एवं रख-रखाव के दौरान आप-प्राप्त के लेख की सुधारित एवं जीव-जन्तुओं का किसी प्रकार की शक्ति को बढ़ाने की आवश्यकता।
5. प्रशासनिक वन मूल्य का उपयोग किसी अन्य प्रयोग के लिए नहीं किया जाएगा।

 मंजूरी No. 9617
 Dt. 17.5.18

Project Director

Mgr. (Tech.)/Dy. Mgr. (T)/Mgr. (F)/Acctt./PA
कायलिप्राशन मुख्य वन संस्थक (HoFF) राजस्थान, जयपुर

निर्देश: 19.11.18

दिला एड रनमात्र कृजयाचून ने रुपांतर-12 (भु-रुपांतर-52) वर्ष-आकाशवाच-तीनवार मास की 4 लेख के निम्नलिखित होता दर्शालय कृजयाचून 7.338 हैं। वन्यजीवन के प्रशासन की स्वीकृति भारत सरकार, राज्यमण एवं जवाबदायु प्राप्तकर्ता माफी, क्षेत्रीय कार्यालय, राज्यवत्त के पत्रक 6 मी/राज/06/24/2017/एक्सीय/558 दिन 13.11.17 पुढ़े को कृजयाचून वैदिकिक स्वीकृति जारी की गई थी। सरकार पूर्वकाल, गया एवं जवाबदायु पत्रकर्ता माफी, नहीं दिशा ने जारी की। वन्यजीवन के प्रशासन के सार से कुछ राष्ट्रीय कृजयाचून के कार्य के अनुसार तथा परिसंपत्ति के प्रभाव भूमि का पत्र लिए है।

1. प्रवाहित अधिकार (NHAI) द्वारा वन्यजीवन के प्रशासन के स्वरुप में सिय दे विवक्षितावांश से उज़म भारतीय कर्मनिवारी जान स्वीकृति किया जाएगा।
2. उत्तर भारत सरकार के स्वरुप में दिन 13.3.2015 की जीर्ण निर्देशन के सार से वन्यजीवन के प्रशासन के स्वरुप में स्वीकृति किया जाएगा।
3. वन्यजीवन के प्रशासन के स्वरुप में स्वीकृति किया जाएगा।
4. वन्यजीवन के प्रशासन के स्वरुप में स्वीकृति किया जाएगा।
5. परिसंपत्ति के निम्नलिखित एवं ररीकार्य के स्वरुप में स्वीकृति किया जाएगा।
6. प्रवाहित अधिकार (NHAI) द्वारा उज़म कर्मनिवारी जान स्वीकृति किया जाएगा।
7. वन्यजीवन के प्रशासन के स्वरुप में स्वीकृति किया जाएगा।
8. वन्यजीवन के प्रशासन के स्वरुप में स्वीकृति किया जाएगा।
9. यह निर्देशानुसार आदेश, आदेश जारी होने की दिनांक से 1 वर्ष के लिए प्रवाहित होगा।

प्रशासन मुख्य वन संस्थक (HoFF),
प्रशासन, जयपुर

E/Office documents/1

509
OFFICE OF THE ADDITIONAL PRINCIPAL CHIEF CONSERVATOR OF FORESTS & CHIEF WILDLIFE WARDENS, RAJASTHAN

Sub: Construction of 4 lane road on NH 12 (New NH 52)
from Km 299/000 to Km 346/540 (Dharan-
Jhalawar- Teendhan section in the state of
Rajasthan - Online proposal no. PP/RJ/Road
24809/2017
Ref: Your letter no 3947 dated 07.11.2017

Sir,

With reference to the letter under reference, the comments of this office are as below:

1. The project area lies outside the protected area (Mukundra Hills Tiger Reserve) and does not attract EIA 2005. Therefore the project will not require Wildlife clearance.

Comments are being communicated for necessary action.

Yours sincerely,

(Arindam Tomar)
Addl. Principal Chief Conservator of Forests(WL)
Rajasthan, Jaipur
उपरोक्त खंड यथा का विवरण निराकरण द्वारा जिम्मेदार इस हेतु उपयोग किया जाएगा यह हेतु परियोजना निदेशक भारतीय राष्ट्रीय राजमार्ग प्राधिकरण कोटा तहसीलदार जलालपुर एवं उप वाणिज्यिकी जलालपुर की तथा उपक्षेत्र क्षेत्र असाधारण। हेतु परियोजना निदेशक भारतीय राष्ट्रीय राजमार्ग प्राधिकरण कोटा तहसीलदार असाधारण एवं उप कार्यालयी असाधारण की एक समिति गठित की गई है जो नियमितता उद्योग पदों के निराकरण तथा फार्म नियम को विद्यमान है इस कार्यक्रम को नियंत्रित करें। बोली की स्वीकृति के प्रभाव में अभिनव वैश्विकीय एवं एक मुख्य तरीका नियमावली मुख्य संशोधन 0620 पूर्णांक में मध्य परिवहन कार्य को जारी करे।

2. परियोजना निदेशक भारतीय राष्ट्रीय राजमार्ग प्राधिकरण कोटा को इस पद्धति पर विवेक किये गए पदों के 3 पुराने यथा भाग का प्रयोग द्वारा इस सम्मति में लागू किए गए पदों की विनिर्देश तथा उद्योग पदों के निराकरण द्वारा सराहन दर्ज किया जाएगा तथा परियोजना निदेशक भारतीय राष्ट्रीय राजमार्ग प्राधिकरण कोटा द्वारा पद की उपजन को इस कार्यक्रम को तीर करें।

3. तहसीलदार जलालपुर एवं असाधारण इन पदों के संचालन/ प्रशिक्षण हेतु उत्सुकता हो सकता है तथा उद्योग पदों के विवाद कार्य का पूरा परिवहन कर यह सुनिश्चित करें कि उपरोक्त पद्धतियों में सिफारिश पदों का ही विवाद न हो और कथित हो नहीं।

प्रतिफ़लः
1. सारा उप तथा शाखा ग्रुप-3 पिंपार जयपुर
2. वाणिज्यिकीय महाकोटा संसाधन कोटा
3. कोषाधिकारी जलालपुर
4. सेवाएं द्वारा अधिकारी जलालपुर
5. उपक्षेत्र कार्यालय/असाधारण
6. परियोजना निदेशक भारतीय राष्ट्रीय राजमार्ग प्राधिकरण कोटा
7. तहसीलदार जलालपुर/असाधारण
8. उपकारकता जलालपुर/असाधारण
9. संशोधन
10. स्वीकृत पत्रात्मक

अभिव्यक्ति
लिखित एवं वनस्पतिय वाणिज्य में एनएचए-12 (एनएचए-52) दलील-लालवक-लीजियर मार्ग को 4 लेन के निर्देश हेतु वनस्पति वाणिज्य की 7.336 हैट वनस्पति के प्रशासन अथवा प्रशासन की स्वीकृति भारत सरकार, पर्यावरण, बन एवं जलवायु परिवर्तन मंत्रालय, सीता, कार्यालय, तदनुसार के पत्र नं. 8 श्री/राज/06/24/2017/एफसी/585 दिनांक 13.11.17 द्वारा कुछ राजीवी रूप से आवश्यक स्वीकृति जारी की गई थी। भारत सरकार, पर्यावरण, बन एवं जलवायु परिवर्तन मंत्रालय, इस दिनांक ने जिसपर अपने पत्र नं. 11-506/2014-एफसी/दि. 7.5.15 द्वारा गार्डननी नेशनल बीन डिप्युटी में प्रस्तुत अधिनियम एलोकेशन एन. 62/2015 के संबंध में दि. 13.3.2015 को जारी आदेश के कारण इस दिन ने दिये गये निर्देशों एवं सरकारियता शिखर मित्र दि. 28.6.15 में अनुसार निर्दिष्ट प्रशिक्षण हेतु, कम्पनी प्रशासनीक प्रक्रिया जिनमें संबंधित, शासन सरकार द्वारा सैद्धांतिक दृष्टि से जारी की जा चुकी है तथा कृतिविश्वसनीय द्वारा सैद्धांतिक रूप से जारी की गई दोहरी मार्ग, जिनमें से विभिन्न वौशिकता एवं अन्य आवश्यक मार्गों में शामिल समय करार लागू है, क्षेत्रीय यूनियन में हेतु पर्यावरण तथा वन हेतु पालन के बारे में सांसदीय कार्य में सम्बन्धित वर्तमान स्थिति द्वारा कई समय के लिए निगमित किए जा रहे हैं।

वृक्ष के पालन के लिए 7.336 हैट वनस्पतिय के प्रशासन अथवा प्रशासन द्वारा जारी जारी की जा चुकी है तथा जिससे प्रशासन की पालन हेतु यूजर एंसर्टी द्वारा समस्त आवश्यक रुप से तहसील के तहत कार्य कराया जा रहा है। अतः भारत सरकार के पत्र दि. 7.5.15 एवं 28.6.15 तथा राज्य सरकार के पत्र दि. 12.5.15 के कारण इस दिन नं. 11-506/2014-एफसी/दि. 7.5.15 एवं 28.6.15 के कारण प्रशिक्षण द्वारा प्रशासनीक महत्व के 104 ग्रीष्म के पालन की स्वीकृति निर्देश लाभ प्राप्त करने की अनुमति जारी करने के आदेश प्रदान प्रस्ताव प्रस्तावित किया जाता है।

1. प्रशिक्षण अभियन (NHA) के प्रशासन अथवा प्रशासन के प्रशिक्षण में दिये गये विद्यार्थियों के लिए विशेष मार्ग का निर्देश साधन के लिए हेतु पुनःबिकाश किया जाएगा।
2. उत्तर बात को प्राप्त बताये में आवश्यकतानुसार हेतु लागू वाणिज्य का तथा भारत सरकार द्वारा सैद्धांतिक दृष्टि से उल्लिखित 104 ग्रीष्म की ही पालन किया जाएगा।
3. तब का पालन एवं भिन्न निर्देशों के निर्देश एवं काफी निर्देशों में कराया जाएगा।
4. तब का पालन एवं भिन्न निर्देशों के निर्देश एवं काफी निर्देशों में कराया जाएगा।
5. पर्यावरण के लिए विद्यार्थियों एवं पालन दोरों द्वारा आपसी सहायता के लिए उत्तराधिकारिक (NHA) के लिए पालन की स्वीकृति जारी करवायी जाएगी।
6. प्रशिक्षण के हेतु प्रशिक्षण अथवा शैक्षणिक पालन के प्रशिक्षण में उल्लिखित प्रशिक्षण के अनुसार किया होगा।
7. जिसमें हेतु पालन का किसी भी प्रमाण का किसी भी प्रकार की वैधता नहीं होगी।
8. प्रशिक्षण के हेतु प्रशिक्षण अथवा पालन शैक्षणिक संस्थानहरू से वैधता अधिकार का प्रमाण मजबूत इकाइयों का लिए करवाएगा।
9. यह कार्यानुसार आदेश, आदेश जारी होने के दिनांक से 1 वर्ष के लिए प्रभावी होगा।

प्रमुख वन संस्करण (HOF),
जयपुर,
599
श्रीमान जिला कार्यकर्ता
जिला झालवाड़ा

शिखर: राजस्थान राज्य में राष्ट्रीय राजमार्ग-12 (नया राज 52) के दरा-झालवाड़ा-सीना खंड किमी 299/000 से 346/540 (डिजाइन चैनेस 9.660 से 8.740) तक चार लेन निर्माण कार्य पूरा किया गया है।

समस्त विश्वासगत निबंधन है कि भारत द्वारा हरा राजस्थान राज्य में राष्ट्रीय राजमार्ग-12 (नया राज 52) के दरा-झालवाड़ा-सीना खंड किमी 299/000 से 346/540 (डिजाइन चैनेज 9.660 से 8.740) तक चार लेन निर्माण कार्य पूरा किया गया है।

जिला कोठा में उपरेंत्र राजमार्ग हेतु अवदान दूर्ग (छठक शीमा क्षेत्र-सरकार) में प्रभावित 638 गेर वालनी (Non-Forest) बूघों को कटाई की स्थीरता आदेश देने सूचना प्रेषित की जा सकती है।

अज: अनुरोध है की समस्त कीटनाशक प्रसारण प्रभावित हो रहे जीवों के काटने की स्थीरता आदेश जीव प्रदान करने की हुमा करे, जिससे कि रियावलालों को राजमार्ग निर्माण हेतु बाधा रहित स्ट्रीम सममा रूप करने का जोर लगाया जा सके।

सलामः - उपरेंत्राध्यक्ष

प्रतीक्षितः
1. श्रीमान मुख्य मार्गप्राधिकार (कृ.)/क्षेत्रीय अधिकारी, जालवाड़ा।
2. श्रीमान संभव प्राधिकारी (सूची अधिकारी) एवं उपरेंत्र अधिकारी, झालवाड़ा।
कार्यालय उप वन संरक्षक, कोटा (राज.)
(Nayapura, Civil Lines Kota Tel./Fax No.0744-2322747 Email ID-def.kota.forestry@gmail.com)
कर्मकार--एक( )उपाय / तारीख / 2018-19 35-27
दिनांक: 30-4-18
निमिता--
जिला कलकट, कोटा

विषय: राष्ट्रीय राजमार्ग संख्या—52 (पुराना—12) तक झालावाड़ तीनचार खण्ड किमी 0
299/000 से 346/540 (डिजाइन वेनेजुएला 9.86 से 58.740) तक चार लेन निर्माण कार्य एन.डी.पी. चरण—लूटीय के निर्माण में आ रहे गैर वाणिज्य की वृक्षों को काटने की स्थिरता है।
संदर्भ: जिला कलकट, कोटा के पत्रांक राजस्व—11/पेड कंट्रोल /2013/1362-63 दिनांक
12.04.2018

महोदय,

विश्वासहृदय संदर्भ राजमार्ग पत्र के क्रम में निर्देशित है कि, राष्ट्रीय राजमार्ग संख्या—52 (पुराना—12) तक झालावाड़ तीनचार खण्ड किमी 0 299/000 से 346/540 (डिजाइन वेनेजुएला 9.86 से 58.740) तक चार लेन निर्माण कार्य एन.डी.पी. चरण—लूटीय के निर्माण में आ रहे गैर वाणिज्य की वृक्षों को काटने की स्थिरता है। क्षेत्रीय वन अभियंता, मोड़क तर्कों मौका निरीक्षण करने पर पाया गया कि, चार लेन सोड (N.H. 52) काटे जाएं वाले वृक्ष गैर वनमूल्यित हैं एवं वन तिमाही द्वारा नहीं लगाये गये हैं। प्रजालिवाद वृक्षों की सूची संलग्न हैं।

संलग्न: उल्लेखित

महोदय
(एल.एस.राजवत)
उप वन संरक्षक
कोटा

E/TECHNICAL 2017/DIS.COLLECTOR 2017
Regional Office Kota

Rajasthan State Pollution Control Board
SPL-2A, Road no. 6, Indrapasth Ind. Area, Kota
Phone: 0744-2490873

Registered

File No : F(Tech)/Kota(Ramganj Mandi)/4021(1)/2018-2019/427-428
Order No : 2018-2019/Kota/6334
Unit Id : 93806

M/s PATEL INFRASTRUCTURE PVT. LTD.
C/o Ram Gopal Rana, Patel Infrastructure Pvt Ltd,
Camp Office, Suket - Julmi Road, Village-, Sureda
Tehsil: Ramganj Mandi
District: Kota

Sub: Consent to Establish under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21(4) of Air (Prevention & Control of Pollution) Act, 1981.

Ref: Your application(s) for Consent to Establish dated 11/06/2018 and subsequent correspondence.

Sir,

Consent to Establish under the provisions of section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 (hereinafter to be referred as the Water Act) and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981, (hereinafter to be referred as the Air Act) as amended to date and rules & the orders issued thereunder is hereby granted for your Ready Mix Cement Concrete plant situated / proposed at Khasra No- 178, Village Sureda Tehsil: Ramganj Mandi District: Kota, Rajasthan under the provisions of the said Act(s). This consent is granted on the basis of examination of the information furnished by you in consent application(s) and the documents submitted therewith, subject to the following conditions:

1. That this Consent to Establish is valid for a period from 11/06/2018 to 31/05/2023 or date of Commencement of production / commissioning of the project or activities whichever is earlier.

2. That this Consent is granted for manufacturing / producing following products / by products or carrying out the following activities or operation/processes or providing following services with capacities given below:

<table>
<thead>
<tr>
<th>Particular</th>
<th>Type</th>
<th>Quantity / Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>READY MIX CEMENT CONCRETE (RMC)</td>
<td>Product</td>
<td>1,137,500.00 MT PER ANNUM</td>
</tr>
</tbody>
</table>

3. That in case of any increase in capacity or addition / modification / alteration or change in product mix or process or raw material or fuel the project proponent is required to obtain fresh consent to establish.

Disp Date: 15/06/2018
4 That the control equipment as proposed by the applicant shall be installed before trial operation is started for which prior consent to operate under the provision of the Water Act and Air Act shall be obtained. This consent to establish shall not be treated as consent to operate.

5 That the sources of air emissions along with pollution control measures and the emission standards for the prescribed parameters shall be as under:

<table>
<thead>
<tr>
<th>Sources of Air Emissions</th>
<th>Pollution Control Measures</th>
<th>Prescribed</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG Set (01 Nos)(320KVA)</td>
<td>ACOUSTIC ENCLOSURE, ADEQUATE STACK HEIGHT</td>
<td></td>
</tr>
</tbody>
</table>

6 That the domestic effluent generated from the industry shall be treated as per IS : 2470 (Part - I & II) and the treated effluent shall be disposed through septic tanks and soak pits.

7 That the total water requirement of the unit shall not exceed to 8.0 KLD, including water for domestic usage.

8 That the water flow meters shall be provided at all suitable points to measure quantity of daily water consumption in different purposes. Daily record of the same shall be maintained and to be submitted to the Board.

9 That no ground water shall be abstracted without prior permission from CGWA.

10 That the total water requirement (industrial as well as domestic) shall be met through outsourced water.

11 That suitable air pollution control measures shall be installed and maintained at the plant & machinery to arrest fugitive emission.

12 That the industry shall comply with the standards as prescribed vide MOEF Notification no. GSR 826(E) dated 16th November, 2009 with respect to National Ambient Air Quality.

13 That the project proponent shall provide and maintain acoustic enclosure and stack of adequate height with one 320 KVA DG Set.

14 That the industry shall ensure compliance of ambient air quality standard in respect of noise as prescribed under Environment (Protection) Act & Rules made therein.
Regional Office Kota

Rajasthan State Pollution Control Board
SPL-2A, Road no. 6, Indrapasth Ind. Area, Kota
Phone: 0744-2490873

Registered

File No : F(Tech)/Kota(Ramganj Mandi)/4021(1)/2018-2019/427-428
Order No : 2018-2019/Kota/6334
Unit Id : 93806

Dispatch Date: 15/06/2018

15 That no effluent shall be discharged from process and the industry shall maintain zero discharge inside & outside the premises.

16 That you shall have to pay the due difference amount of consent fee if any is there without any delay and hesitation otherwise the Board will recover it under the provisions of L R Act.

17 That the grant of consent shall not absolve the project proponent from making compliance of other statutory obligations prescribed under any other law or directions of courts or any other instrument for the time being in force.

18 That notwithstanding anything provided hereinabove, the State Board shall have power and reserves its right, as contained under section 27(2) of the Water Act and under section 21(6) of the Air Act to review anyone or all the conditions imposed here in above and to make such variation as it deemed fit for the purpose of compliance of the Water Act and Air Act.

19 That the grant of this Consent to Establish is issued from the environmental angle only, and does not absolve the project proponent from the other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility, to comply with the conditions laid down in all other laws for the time-being in force, rests with the industry/unit/project proponent.

20 That the grant of this Consent to Establish shall not, in any way, adversely affect or jeopardize the legal proceedings, if any, instituted in the past or that could be instituted against you by the State Board for violation of the provisions of the Act or the Rules made thereunder.

This Consent to Establish shall also be subject, beside the aforesaid specific conditions, to the general conditions given in the enclosed Annexure. The project proponent will comply with the provisions of the Water Act and Air Act and to such other conditions as may, from time to time, be specified by the State Board under the provisions of the aforesaid Act(s). Please note that, non-compliance of any of the above stated conditions would tantamount to revocation of Consent to Establish and project proponent / occupier shall be liable for legal action under the the relevant provisions of the said Act(s).
Regional Office Kota
Rajasthan State Pollution Control Board
SPL-2A, Road no. 6, Indrapasth Ind. Area, Kota
Phone: 0744-2490873

Registered

File No.: F(Tech)/Kota(Raniganj Mandi)/4225(1)/2018-2019/190-199
Order No.: 2019-2020/Kota/6781
Unit Id.: 95944

M/s PATEL INFRASTRUCTURE LTD
PATEL HOUSE, BESIDE PRAKRUTI RESORT, CHHANI ROAD,
VADODARA, VARODARA, Tehsil: VAHODARA
District: VAHODARA

Sub: Consent to Operate under section 21(4) of the Air (Prevention & Control of Pollution) Act, 1981.
Ref: Your application for Consent to Operate dated 15/01/2019 and subsequent correspondence.

Sir,

Consent to Operate under the provisions of section 21/(4) of the Air (Prevention & Control of Pollution) Act, 1981, (hereinafter to be referred as the Air Act) as amended to date and rules & the orders issued thereunder is hereby granted for your PATEL INFRASTRUCTURE LTD plant situated at VILLAGE SUREDA SUREDA, Tehsil: Rangpur Mandi District: Kota, Rajasthan, subject to the following conditions:

1. That this Consent to Operate is valid for a period from 01/08/2019 to 22/01/2024.

2. That this Consent is granted for manufacturing/producing the following products/ by processes or carrying out the following activities or operation/processes or providing following services with capacities given below.

<table>
<thead>
<tr>
<th>Particular</th>
<th>Type</th>
<th>Quantity with Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSAND</td>
<td>Activity</td>
<td>87,500.00 TPA</td>
</tr>
<tr>
<td>Stone Grit &amp; Dust</td>
<td>Activity</td>
<td>234,054.00 MTPA</td>
</tr>
</tbody>
</table>

3. That this consent to operate is for existing plant, process & capacity and separate consent to establish/operate is required to be taken for any addition/modification/alteration in process or change in capacity or change in fuel.

4. That the sources of air emissions along with pollution control measures and the emission standards for the prescribed parameters shall be as under:

<table>
<thead>
<tr>
<th>Sources of Air Emissions</th>
<th>Pollution Control Measures</th>
<th>Prescribed Parameter</th>
<th>Standard</th>
</tr>
</thead>
</table>

Signature valid

Page 1 of 7
5. That the industry shall maintain the following pollution control measures & fugitive emission standards

<table>
<thead>
<tr>
<th>Sources of fugitive Emissions</th>
<th>Pollution Control Measures</th>
<th>Prescribed Parameter</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary, Cone Crusher &amp; Vibratory Scre</td>
<td>1. CONSTRUCTION OF METALLED OR HARD SURFACED ROADS WITHIN THE PREMISES</td>
<td>Particulate Matter</td>
<td>600 μg/m³</td>
</tr>
<tr>
<td></td>
<td>2. Construction of wind breaking walls</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Dust containment cum suppression system for the equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Growing of a green belt along with Periphery</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. JAW CRUSHER COVERED</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. Regular cleaning and wetting of the ground within the premises</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7. Vibrating Screen Covered</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. 1. The total project cost shall not exceed to Rs.380.75/- Lacs (Rs.330/- lacs STONE CRUSHER + Rs.50.75/- lacs M-Sand Unit) which includes the cost of Land, Building and Plant & Machinery & accordingly unit has remitted fee of Rs.42000/- & Rs.21000/- consent to operate fee & addition fee 25% of CTO under Air Act, 1981 (Slab of Rs.200 lacs to Rs.500 lacs, Red Small Category).

2. That the industry shall obtain all necessary permission from concerned authority for M/S. Patel Infrastructure for operation of Stone Crusher for production of Stone Grit & Dust - 234054 TPA & M Sand- 87500 TPA at Village-Sureda, Tehsil:Ramanjmandi, District - Kota.

3. This CTO is being issued on the basis of letter issued by Tehsildar, Ramanjmandi, vide their letter no-Revenu/19/1116 dated 29.07.19 certifying that crusher is established within the converted land.
8. That the raw material should be obtained from legal sources i.e. M/s. Patel Infrastructure Ltd, STP No.2757, N/V. Mangal, Tehsil-Ramganjmandi, Distt.-Kota and other valid sources only and compliance report shall be submitted periodically to the State Board.

2. That unit shall comply with all the condition imposed vide this Consent to Operate, failing which the said Consent shall be treated as revoked without further intimation to the unit.

3. That minimum 33 % of the area for the stone crusher industry should be covered by plantation and at least two rows of tall trees of suitable species should be planted within and along the boundary of premises to develop a green belt.

4. That a sign board showing the name, address and capacity of crusher shall be maintained at the entrance of the premises.

5. That the domestic effluent shall be disposed of in scientific manner to avoid ground water pollution in & around the area.

6. That unit shall maintain Wind Breaking Wall & other requisite pollution control measures as required under EP Act.

7. That the industry shall not install any other Source of Air Pollution without obtaining prior Consent to Establish & Consent to Operate from the Board under the provision of Air (Prevention & Control of Pollution) Act, 1981.

8. That project proponent shall get complete the boundary wall around the crusher within 6 months from date of issuance of this consent, failing which Bank Guaranty amount of Rs.10,000/- submitted by the unit of Bank of Baroda having BG No BG/PER/05560013919, dated 09.07.2019, valid upto 31.10.20 shall be forfeited without any further notice & legal action shall be initiated against the unit.

9. That project proponent shall get the plantation complete the boundary wall around the crusher within 6 months from date of issuance of this consent, failing which Bank Guaranty amount of Rs.15,000/- submitted by the unit of Bank of Baroda having BG No. BG/PER/05560013919, dated 09.07.19, valid upto 31.10.2020 shall be forfeited without any further notice & legal action shall be initiated against the unit.

10. That industry shall furnish quarterly compliance report of consent conditions to the Regional Office, Kota.

11. That the industry shall submit application for renewal of consent to operate at least 120 days before expiry of this consent.

12. That this consent to operate shall be subject to compliance of any direction or order passed by court of law in the matter.
Regional Office Kota
Rajasthan State Pollution Control Board
SPL-2A, Road no. 6, Indrapasth Ind. Area, Kota
Phone: 0744-2490873

Registered

File No: F(Tech)/Kota(Ramganj Mandi)/4025(1)/2018-2019/198-199
Order No: 2019-2020/Kota/6781
Unit Id: 95944

Date: 01/08/2019

non compliance of any of the above stated conditions would tantamount to revocation of
Consent to Operate and project proponent / occupier shall be liable for legal action under
the relevant provisions of the said Act(s).

Yours Sincerely

Regional Officer [Kota]

Copy To:-
1. Master File.

Regional Officer[ Kota]
Consent to Operate under the provisions of section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 (hereinafter to be referred as the Water Act) and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981, (hereinafter to be referred as the Air Act) as amended to date and rules & the orders issued thereunder is hereby granted for your PATEL INFRASTRUCTURE LIMITED plant situated at VILLAGE SUREDA POST SUKET SUREDA Tehsil:Rangam Mandi District:Kota, Rajasthan, subject to the following conditions:-

1. That this Consent to Operate is valid for a period from 06/02/2019 to 31/01/2029.

2. That this Consent is granted for manufacturing / producing following products / by products or carrying out the following activities or operation/processes or providing following services with capacities given below:

<table>
<thead>
<tr>
<th>Particular</th>
<th>Type</th>
<th>Quantity with Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wet mix mecadam Plant</td>
<td>Activity</td>
<td>264,000.00 TPA</td>
</tr>
</tbody>
</table>

3. That this consent to operate is for existing plant, process & capacity and separate consent to establish/operate is required to be taken for any addition / modification / alteration in process or change in capacity or change in fuel.

4. That the sources of air emissions along with pollution control measures and the emission standards for the prescribed parameters shall be as under:

<table>
<thead>
<tr>
<th>Sources of Air Emissions</th>
<th>Pollution Control Measures</th>
<th>Prescribed Parameter</th>
<th>Standard</th>
</tr>
</thead>
</table>

Signatures and stamps are present at the bottom of the document.
5 A. The total project cost shall not exceed to Rs. 74,62974/- Lacs which includes the cost of Land, Building and Plant & Machinery & accordingly unit has remitted Consent to operate fee of Rs. 57000.00/- (10 years) and Rs.14250/- additional fee (25% of total fee) under Water Act, 1974 & Air Act, 1981 (Slab of 50.00/- Lacs to 100.00/-Lacs, Orange Category) as per Board’s fee notification 2016.

B. That the domestic effluent generated from the industry shall be treated as per IS : 2470 ( Part - I & II ) and the treated effluent shall be disposed through septic tanks and soak pits.

C. That the grant of consent shall not absolve the project proponent from making compliance of other statutory obligations prescribed under any other law or directions of courts or any other instrument for the time being in force.

D. That the proponent shall submit application for consent to operate at least 120 days before commencement of production.

E. That the industry shall maintain adequate stack with all point source of air pollution.

F. That the industry will comply with the standards as prescribed vide MOEF notification no. GSR826(E) dated 16th November, 2009 with respect to National Ambient Air Quality.

G. That this Consent to operate will not be used as an evidence for ascertaining the land title and its use.

H. That the grant of consent shall not absolve the project proponent from making compliance of other statutory obligations prescribed under any other law or directions of courts or any other instrument for the time being in force.

I. That this Consent to Operate is being issued without physical verification / inspection of unit for adequacy of pollution control measures provided and compliance of provisions. And, if on verification any violation is observed, this consent shall be revoked and legal action shall be initiated accordingly.

J. That total water consumption shall not exceed 50 KLD which includes 2 KLD domestic and unit shall not abstract ground water without permission of CGWA.
6. A. That the acoustic enclosures and adequate stack shall be provided with two D.G. Set (125 KVA).
B. That this consent shall be valid till the completion of project i.e., Darah –Jhalawar –Teendhar road project.
C. That this consent shall not be valid for commercial production of wet mix.
D. That the entire product (wet mix) manufactured at the premises shall be utilized at the Darah –Jhalawar –Teendhar road project.
E. That sand and aggregate shall be procured from legal source. Details report shall be submit to this office.
F. That adequate efforts shall be made to curb fugitive emission generated during mixing of sand and aggregates.
G. That if anything found concealed in the content of the application(s) and enclosures the Consent to Operate shall be deemed to have been revoked with immediate effect.
H. That any incorrect submitted in the consent application form or declaration shall make the industry make the industry liable for legal action under section 42 of the water and section 38 of the Air Act and the consent may be automatically revoked also.

7. That, notwithstanding anything provided hereinabove, the State Board shall have power and reserves its right, as contained under section 27(2) of the Water Act and under section 21(6) of the Air Act to review anyone or all the conditions imposed here in above and to make such variation as it deemed fit for the purpose of Air Act & Water Act.

8. That the grant of this Consent to Operate is issued from the environmental angle only, and does not absolve the project proponent from the other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility to comply with the conditions laid down in all other laws for the time-being in force, rests with the industry/ unit/ project proponent.

9. That the grant of this Consent to Operate shall not, in any way, adversely affect or jeopardize the legal proceeding, if any, instituted in the past or that could be instituted against you by the State Board for violation of the provisions of the Act or the Rules made thereunder.

This Consent to Operate shall also be subject, besides the aforesaid specific conditions, to the general conditions given in the enclosed Annexure. The project proponent will comply with the provisions of the Water Act and Air Act and to such other conditions as may, from time to time, be specified, by the State Board under the provisions of the aforesaid Act(s). Please note that, non compliance of any of the above stated conditions would tantamount to
revocation of Consent to Operate and project proponent / occupier shall be liable for legal action under the relevant provisions of the said Act(s).

Yours Sincerely

Regional Officer[ Kota ]

Copy To:-
1. Master File.

Regional Officer[ Kota ]
REGISTRATION & LICENCE TO WORK A FACTORY

Registration No.: RJ/32593
Application No.: R-48362/CIFB/2018

Licence is hereby granted to M/s PATEL INFRASTRUCTURE LTD, valid only for the premises described below for use as factory employing not more than 40 persons on any day during the year and using motive power not exceeding 180 KVA subject to the provisions of the Factories Act, 1948 and the rule made there under.

This licence shall remain in force till the 31st day of March 2019

Date: 31/12/2018

Chief Inspector of Factories and Boilers
Rajasthan, Jaipur

Description of the licensed premises

M/s PATEL INFRASTRUCTURE LTD.

The licenced premises shown on Plan No. P-36978/CIFB/2018. Date 14/12/2018 are situated in 178, VILLAGE SUREDA TEHSIL RAMGANJ MANDI, RAMGANJ MANDI and consist of Mfg. Ready Concrete Balchin(RMC).

<table>
<thead>
<tr>
<th>Date of Renewal</th>
<th>Date of Expiry</th>
<th>Signature of Licensing Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>31/12/2018</td>
<td>31/03/2021</td>
<td>Chief Inspector, Jaipur</td>
</tr>
</tbody>
</table>

This is a computer generated certificate and bears scanned signature. No physical signature is required on this license. You can verify this license by visiting www.rajfab.rajasthan.gov.in and entering Application No./ID after clicking the link for verification on the page.
Rajasthan State Pollution Control Board  
SPL-2A, Road no. 6, Indrapasth Ind. Area, Kota,
Phone: 0744-2490873

Regional Office Kota

Registered

File No: F(Mines)/Jhalawar(Jhalrapatan)/111(1)/2018-2019/1256-1258
Order No: 2018-2019/Kota/4283
Unit Id: 96,604

Date: 28/11/2018

M/s PATEL INFRASTRUCTURE LTD
VILLAGE SUREDA (TEEN TAPRI) SUKET, SUREDA

E-Mail: tiwaripatel108@gmail.com

Sub: Grant of Consent to Operate under section 21(4) of Air (Prevention & Control of Pollution) Act, 1981 for your Minor Mineral Mine at near Village-MANGAL, Tehsil-Jhalrapatan, District-Jhalawar (M.L.No-STP NO 2757).

Ref:
(i) Your application dated 30/10/2018
(ii) Received on 30/10/2018
(iii) Received at Head office on 29/10/2018

Str,

In view of the details submitted vide your above referred application/documents, the Consent to Operate under section 21(4) of Air (Prevention & Control of Pollution) Act, 1981 is hereby granted for carrying mining activities. This consent is subject to the following stipulations:

1. That this consent is being granted in favour of M/s. PATEL INFRASTRUCTURE LTD, a Mine of Minor Mineral having M.L.No-STP NO 2757 in an area measuring 1.6000 Hectares at/near Village-MANGAL, Tehsil-Jhalrapatan, District-Jhalawar.

2. That this consent is valid for a period from 30/10/2018 to 03/04/2020

3. That this consent is valid for following mining activities:

<table>
<thead>
<tr>
<th>Mineral</th>
<th>Permitted Mining Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Masonry Stone</td>
<td>234054.0000 MTPA</td>
</tr>
</tbody>
</table>

Patel Darah Jhalawar
Highway Pvt. Ltd.
Ref. no..................I.S.2
Date.......................
Signature........................

Page 1 of 4
4 That you shall achieve following standards in ambient air in mine area / mining activities.

<table>
<thead>
<tr>
<th>Pollutant</th>
<th>Standards for Ambient Air</th>
<th>Standards for mining activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPM</td>
<td>500 µg/M³</td>
<td>SPM = 600 µg/M³</td>
</tr>
<tr>
<td>SO₂</td>
<td>120 µg/M³</td>
<td></td>
</tr>
<tr>
<td>NO₂</td>
<td>120 µg/M³</td>
<td></td>
</tr>
<tr>
<td>CO</td>
<td>5000 µg/M³</td>
<td></td>
</tr>
</tbody>
</table>

5 That your mining will not intersect the Ground Water Table during the consent period and the permission from the Central Ground Water Authority shall be obtained for intersection of Ground Water Table/ abstraction of ground water, if any and submit a copy of the same to the Board.

6 That this Consent to Operate is for mining / processing / beneficiation of product as mentioned above in M.L.No.-STP NO 2757 and a separate Consent to Operate is required to be obtained for any other Mineral mining/ processing/ beneficiation Plant/process if any and for any addition/ modification/ alteration or change in process.

7 That the occupier/operator of mine shall ensure that all the conditions imposed in the Environmental Clearance granted by the District Level Environment Impact Assessment Authority, Jhalawar vide letter no. DEIAA/DEAC/Cat.1(a)B2(EC)/2018/66 dated 13/09/2016 are strictly complied with.

8 The mining shall not be carried out without permission of Standing Committee of National Board for Wildlife (NBWL), if mining lease is found to be located within 10 KM of boundary of national park and wildlife sanctuary.

9 That monitoring of Ambient Air Quality shall be carried out regularly, as per prescribed frequency, through a laboratory notified by the Ministry of Environment, Forest & Climate Change and the monitoring report shall be submitted to the Board within 15 days thereafter.

10 That plantation shall be developed so as to cover at least 33% of the total land use for mining and allied activities as given in Approved Mining Plan and shall be maintained at all the time to maintain ambient air quality around the mine.
11 That mining operations shall be restricted to above ground water table and should not intersect ground water table. In case of working below the ground water table, prior approval of the Ministry of Environment, Forest & Climate Change and Central Ground Water Authority shall be obtained.

12 That you shall submit application for renewal of consent at least 120 days before expiry of consent.

13 That ground water shall not be extracted without prior permission of the Central Ground Water Authority (CGWA).

14 That haul roads should be regularly graded and compacted. Regular water sprinkling should be carried out on haul roads to minimize dust generations.

15 That adequate measure shall be taken for control of fugitive emissions from the areas prone to air pollution.

16 That no discharge of effluent shall be made within or outside the premises.

17 That mine will comply with the standards as prescribed vide Ministry of Environment, Forest and Climate Change notification no. GSR 826(E) Dated 16th November, 2009 with respect to National Ambient Air Quality Standards.

18 That the grant of consent shall not absolve the project proponent from making compliance of other statutory obligations prescribed under any other law or directions of courts or any other instrument for the time being in force.

19 That all other general conditions enclosed as Annexure shall be strictly complied with.

20 That this Consent is subject to the conditions as stated above and general conditions as stated in Annexure. Further, the mining unit will comply with the provisions of the Air (Prevention & Control of Pollution) Act, 1981 and any such conditions as may be specified from time to time by the State Board under the provisions of the aforesaid Act.

21 That the grant of this Consent to Operate is issued from the environmental angle only, and does not absolve the project proponent from the other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility, to comply with the conditions laid down in all other laws for the time-being in force, rests with the industry/unit/project proponent.
22 That the grant of this Consent to Operate shall not, in any way, adversely affect or jeopardize the legal proceedings, if any, instituted in the past or that could be instituted against you by the State Board for violation of the provisions of the Act or the Rules made thereunder.

Encl: As Above

Yours sincerely

Regional Officer

Copy To:

1 Mining Engineer, Department of Mines & Geology, Government of Rajasthan, JHALAWAR, to inform that validity of this consent is subject to obtaining Forest and Wild Life clearance and clearance w.r.t. catchment area of any Water Body from competent authority, if needed. In case of any non-compliance kindly intimate this office for revocation of this consent.

2 Master File.

Regional Officer
M/s PATEL INFRASTRUCTURE PVT. LTD.
C/o Ram Gopal Rana, Patel Infrastructure Pvt Ltd, Camp
Office, Suket -Jumli Road, Village- , Sureda Tehsil:Ramganj
Mandi
District:Kota

Sub: Consent to Operate under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21(4) of Air (Prevention & Control of Pollution) Act, 1981.

Consent to Operate under the provisions of section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 (hereinafter to be referred as the Water Act) and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981, (hereinafter to be referred as the Air Act) as amended to date and rules & the orders issued thereunder is hereby granted for your Ready Mix Cement Concrete plant situated at Khasra No- 178, Village Sureda Tehsil: Ramganj Mandi District: Kota, Rajasthan, subject to the following conditions:

1. That this Consent to Operate is valid for a period from 16/07/2018 to 30/06/2028.

2. That this Consent is granted for manufacturing / producing following products / by products or carrying out the following activities or operation/processes or providing following services with capacities given below.

<table>
<thead>
<tr>
<th>Particular</th>
<th>Type</th>
<th>Quantity with Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>READYMIX CEMENT CONCRETE (RMC)</td>
<td>Product</td>
<td>1,137,500.00 MT PER ANNUM</td>
</tr>
</tbody>
</table>

3. That this consent to operate is for existing plant, process & capacity and separate consent to establish/operate is required to be taken for any addition / modification / alteration in process or change in capacity or change in fuel.

4. That the sources of air emissions along with pollution control measures and the emission standards for the prescribed parameters shall be as under:

<table>
<thead>
<tr>
<th>Sources of Air Emmissions</th>
<th>Pollution Control Measures</th>
<th>Prescribed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Parameter</td>
<td>Standard</td>
</tr>
</tbody>
</table>


Page 1 of 3
17 That the grant of consent shall not absolve the project proponent from making compliance of other statutory obligations prescribed under any other law or directions of courts or any other instrument for the time being in force.

18 That, notwithstanding anything provided hereinabove, the State Board shall have power and reserves its right, as contained under section 27(2) of the Water Act and under section 21(6) of the Air Act to review anyone or all the conditions imposed here in above and to make such variation as it deemed fit for the purpose of Air Act & Water Act.

19 That the grant of this Consent to Operate is issued from the environmental angle only, and does not absolve the project proponent from the other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility to comply with the conditions laid down in all other laws for the time being in force, rests with the industry/unit/project proponent.

20 That the grant of this Consent to Operate shall not, in any way, adversely affect or jeopardize the legal proceeding, if any, instituted in the past or that could be instituted against you by the State Board for violation of the provisions of the Act or the Rules made thereunder.

This Consent to Operate shall also be subject, besides the aforesaid specific conditions, to the general conditions given in the enclosed Annexure. The project proponent will comply with the provisions of the Water Act and Air Act and to such other conditions as may, from time to time, be specified, by the State Board under the provisions of the aforesaid Act(s). Please note that, non-compliance of any of the above stated conditions would tantamount to revocation of Consent to Operate and project proponent/occupier shall be liable for legal action under the relevant provisions of the said Act(s).

Yours Sincerely

Regional Officer[ Kota ]

Copy To:-
1 Master File.

Regional Officer[ Kota ]
G.S.R. 118:- In exercise of the powers conferred by section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act No. 67 of 1957), the State Government hereby makes the following rules for regulating the grant of quarry licence, mining lease and other mineral concessions in respect of minor minerals and for the purposes connected therewith, namely:--

CHAPTER I
PRELIMINARY

1. Short title, extent and commencement.- (1) These rules may be called The Rajasthan Minor Mineral Concession Rules, 2017.
(2) They shall extend to the whole of the State of Rajasthan.
(3) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.- (1) In these rules, unless the context otherwise requires,-
(i) “Act” means the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act No. 67 of 1957);
(ii) “Appellate Authority” means the Government or any other authority vested with such powers under these rules or any other authority authorised by the Government to perform the functions of the appellate authority;
(iii) “Assessee” means a person holding any mineral concession or a permit and includes any other person who is possessing, trading, processing or using minor mineral;
(iv) “Assessing Authority” means Director, Additional Director Mines, Additional Director Mines (Vigilance), Superintending Mining Engineer, Superintending
Mining Engineer (Vigilance), Mining Engineer, Mining Engineer (Vigilance), Assistant Mining Engineer, Assistant Mining Engineer (Vigilance) or Revenue Intelligence Officer of the State Director of Revenue Intelligence (SDRI) or any other officer authorised by the State Government to make assessment;

(v) “Assessment Year” means the period beginning from the first day of April and ending on the thirty first day of March of the following year or part thereof;

(vi) “Assistant Mining Engineer” means Assistant Mining Engineer of the Department of Mines and Geology, Rajasthan having jurisdiction over the area, as may be fixed by the Government, from time to time;

(vii) “Assistant Mining Engineer (vigilance)” means Assistant Mining Engineer (vigilance) of the Department of Mines and Geology, Rajasthan having jurisdiction over the area, as may be fixed by the Government, from time to time;

(viii) “Bajri” means weathered detritus consisting of graded particles of varying sizes obtained from loose weathered rock material from the provenance, usually found in river beds or basins or paleo-channels also covers river sands;

(ix) “Bid Security” means a security provided by a bidder for securing the fulfillment of any obligation in terms of provisions of the bidding document;

(x) “Boundary Pillar” means reinforced cement concrete or cemented pillar of size having a base of 0.3m x 0.3m and height 1.30m of which 0.7m shall be above ground level and 0.6m below the ground, painted in yellow colour and top ten centimeters in red colour by enamel paint. Every pillar shall be marked with lease or licence number and pillar number in black paint;

(xi) “Brick earth” means earth used for making bricks, kavelus, earthen pots or used for other identical purposes;

(xii) “Brick Earth Permit” means a permit granted for specific area and period for excavation and removal of brick earth for making bricks for a particular brick kiln;

(xiii) “Building stone” means any rock or mineral which is used as building or construction material;

(xiv) “Competent Authority” means the Government or any other authority, authorized by the Government to exercise the powers delegated under these rules;
(xv) “Dead Rent” means the minimum guaranteed amount payable for mining lease which is calculated as per the area of the lease and revisable as provided in these rules;

(xvi) “Dealer” means any person who carries on the business of buying, selling, storing, distributing or processing of minerals, directly or otherwise for cash or for deferred payment or for commission, remuneration or other valuable consideration or uses minerals as a raw material;

(xvii) “Department” means the Department of Mines and Geology, Government of Rajasthan;

(xviii) “Departmental web Portal” means mines.rajasthan.gov.in or any website used for exchange of information electronically through information and communication technology by the Government;

(xix) “Director” means the Director of Mines and Geology, Rajasthan and includes Additional Director also;

(xx) “District Mineral Foundation Trust (DMFT)” means a trust, established by the Government under section 9B of the Act;

(xxi) “e-auction” means auction for grant of mining lease, quarry licence, royalty collection contract, excess royalty collection contract or for disposal of any seized mineral, tool, equipment, vehicle or other machinery etc. through electronic platform;

(xxii) "Environment" or "Environmental Pollution" shall have the same meanings, as assigned to them in the Environment (Protection) Act, 1986 (Central Act No. 29 of 1986);

(xxiii) “Excavation” means digging and/or collecting of minor minerals from any land;

(xxiv) “Excess Royalty Collection Contract” means a contract to collect royalty in excess of annual dead rent and any other charges as may be specified in the contract, on behalf of the Government for specified mineral dispatched by the mining lessee, from the area specified in the contract;

(xxv) "Family” means husband, wife and their dependent children;

(xxvi) “Final mine closure plan” means a plan for the purpose of decommissioning, reclamation and rehabilitation in the mine, cluster or part thereof after cessation of mining and mineral processing operations that has been prepared in the manner specified and in the standard format as per
the guidelines issued by the Indian Bureau of Mines or State Government;

(xxvii) “Financial Assurance” means the surety furnished by the holder of mining lease or quarry licence, as the case may be, to the competent authority so as to indemnify the authorities against the reclamation and rehabilitation cost;

(xxviii) “Forms” means forms appended to these rules;

(xxix) “Government” means the Government of Rajasthan;

(XXX) “Illegal Mining” means any prospecting or mining operations undertaken by any person in any area without holding any mineral concession, permit or any other permission granted or permitted under these rules or without any lawful authority, as the case may be.

Explanation: For the purpose of this clause,—

(a) violation of any rules, during prospecting or mining operations in any area under authority of valid mineral concession, permit or any other permission granted under these rules shall not be considered as illegal mining;

(b) any area granted under a mineral concession, permit or any other permission granted under these rules, as the case may be, shall be considered as an area held with lawful authority by the holder of such lease, licence or permit while determining the extent of illegal mining; and

(c) any research work or field studies carried out by teachers and students of college as a part of their field curriculum shall not be treated as illegal mining.

(XXXI) “Mine Closure” means steps taken for reclamation, rehabilitation measures taken in respect of a mine or part thereof commencing from cessation of mining or processing operations in a mine or part thereof;

(XXXII) “Mineral Concession” means a mining lease, quarry licence or any other permission granted by competent authority under these rules;

(XXXIII) “Mines Foreman Grade I or Mines Foreman Grade II” means Mines Foreman of the Department of Mines and Geology, Rajasthan having jurisdiction over the area
fixed by the Mining Engineer, Mining Engineer (Vigilance), Assistant Mining Engineer or Assistant Mining Engineer (Vigilance), as the case may be, from time to time;

(xxiv) “Mining Approach Road” means a stretch of road existing in the mining area constructed mainly for mineral development and declared as such by the Director, from time to time;

(xxxv) “Mining Engineer” means Mining Engineer of the Department of Mines and Geology, Rajasthan having jurisdiction over the area, as may be fixed by the Government from time to time;

(xxxvi) “Mining Engineer (vigilance)” means Mining Engineer (vigilance) of the Department of Mines and Geology, Rajasthan having jurisdiction over the area, as may be fixed by the Government, from time to time;

(xxxvii) “Mining Plan” means a mining plan prepared under these rules and duly approved by the competent authority for the development of minor mineral deposits in the area concerned and includes simplified mining scheme required to be submitted as per the provisions of these rules;

(xxxviii) “Ordinary earth” means ordinary earth used for filling or leveling purposes in construction of embankment of dams, canals, roads, buildings, railways etc;

(xxxix) “Performance Security” means a security provided for due observance of the performance of the mineral concession or contract;

(xl) “Premium amount” means the amount payable as premium under these rules by the applicant, bidder or concession holder, as the case may be;

(xli) “Progressive mine closure plan” means a plan, for the purpose of providing protective, reclamation and rehabilitation measures in a mine or part thereof that has been prepared in the manner specified and in the standard format as per the guidelines issued by the Indian Bureau of Mines or State Government;

(xlii) “Quarry Licence” means a licence granted under these rules wherein a licensee is required to pay fixed annual licence fee exclusive of royalty;

(xliii) “Rawanna” means the rawanna or e-rawanna duly issued by the department or electronically generated from the departmental web portal and includes any other system notified by the Government for dispatch, consumption or
processing of mineral or overburden from a specified area granted under any mineral concession or permit;

(xliv) “Royalty” means the charge payable to the Government in respect of the ore or mineral excavated, consumed or removed from any land granted under these rules as specified in Schedule II;

(xlv) “Royalty Receipt” means the receipt issued for collection of royalty and/or permit fee or any other charges for mineral dispatch from area under Excess Royalty Collection Contract or Royalty Collection Contract on Check Post or Naka by the department personnel or contractor duly authenticated or e-authenticated by the department;

(xlvi) “Royalty collection contract” means a contract to collect royalty with or without permit fees and any other charges, as the case may be, on behalf of the Government for specified mineral dispatched, by the quarry licencee or permit holder, from the area specified in the contract;

(xlvii) “Schedule” means the Schedule appended to these rules;

(xlviii) “Scheduled Areas” means Scheduled area of Rajasthan as referred to in clause (1) of Article 244 of the Constitution of India;

(xlix) “Scheduled Bank” means a Bank as defined in clause (e) of section 2 of the Reserve Bank of India Act, 1934 (Central Act No. 2 of 1934);

(l) “Security Deposit” means a deposit provided for due observance of the terms and conditions of the mineral concession or contract;

(li) “Short Term Permit” means a permit granted under these rules for excavation and removal of a specified quantity of mineral from a specified area within a specified period;

(lii) “State” means the State of Rajasthan;

(liii) “Superintending Mining Engineer” means Superintending Mining Engineer of the Department of Mines and Geology, Rajasthan having jurisdiction over the area concerned, as may be fixed by the Government, from time to time;

(liv) “Superintending Mining Engineer (vigilance)” means Superintending Mining Engineer (vigilance) of the Department of Mines and Geology, Rajasthan having jurisdiction over the area concerned as may be fixed by the Government, from time to time;
(iv) “Surveyor or Senior Surveyor” means Surveyor of the Department of Mines and Geology, Rajasthan having jurisdiction over the area as may be fixed by the Mining Engineer, Mining Engineer (Vigilance), Assistant Mining Engineer or Assistant Mining Engineer (Vigilance), as the case may be, from time to time;

(lvi) “Tenant” means the tenant as defined in the Rajasthan Tenancy Act, 1955 and includes agricultural worker and village artisan; and

(lvii) “Transit Pass” means a pass including e-transit pass duly issued by the Department or generated online, to the lessee, stockist, trader, dealer etc. for lawful transportation of royalty paid mineral.

(2) Words and expressions used but not defined in these rules shall have the same meaning as assigned to them in the Act and rules made thereunder unless and otherwise specifically clarified by the State Government.

3. Repeal and savings.- The Rajasthan Minor Mineral Concession Rules, 1986 are hereby repealed:

Provided that anything done or any action taken under the provisions of the rules so repealed shall be deemed to have been done or taken under the provisions of these rules.

CHAPTER II
RIGHTS OF EXISTING MINERAL CONCESSION HOLDERS AND APPLICANTS

4. Rights of a holder of a prospecting licence to obtain a mining lease.- (1) A holder of a prospecting licence granted prior to commencement of these rules shall not have right of renewal but have preferential rights for obtaining a mining lease in respect of that mineral in that land, if the Government is satisfied that the licensee,-

(i) has undertaken prospecting operations to establish mineral resources in such land;

(ii) has not committed any breach of the terms and conditions of the prospecting licence;

(iii) is otherwise a fit person for being granted the mining lease; and

(iv) undertakes to pay premium amount equal to two and half times of the dead rent or as may be determined by the Government from time to time, which shall be payable every year in advance and shall not be adjusted against dead rent or royalty:
Provided that premium amount shall stand revised automatically on enhancement of the dead rent of the lease and the lessee shall be liable to pay such enhanced premium.

Provided further that all the applications pending for renewal of prospecting licence on the date of commencement of these rules shall be deemed to have been rejected. Applicant of such application may apply for mining lease within a period of three months from the date of commencement of these rules.

(2) An application for grant of a mining lease shall be submitted online by the licencee in Form-1 to the Mining Engineer or Assistant Mining Engineer concerned, with a non-refundable fee of rupees ten thousand along with first installment, being twenty five percent of the premium amount, within a period of three months after the expiry of the prospecting licence.

(3) Every online application for grant of a mining lease shall be accompanied with scanned copy of following documents, namely:-

(i) a copy of PAN card, if the applicant is individual and copies of PAN card of all the partners, members or directors in case the applicant is a firm or association of person or company, as the case may be. Applicant shall also submit copy of TIN number in case of a partnership firm or association of persons or a company;

(ii) a copy of driving licence or passport or voter identification card or aadhar card for photo identity and address proof;

(iii) a copy of partnership deed and firm registration certificate in case of partnership firm issued under the Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or a copy of memorandum of association, articles of association and certificate of incorporation in case of company registered under the Companies Act, 2013;

(iv) a copy of resolution passed by the board of directors in favour of a person who is authorized to sign the application on behalf of the company;

(v) a copy of registered power of attorney in favour of a person who is authorized to sign the application, on behalf of the firm or association of persons where application is not signed by all the partners or persons as the case may be;

(vi) a copy of no dues certificate from the Mining Engineer or Assistant Mining Engineer, concerned, if the applicant or his/her family member holds or has held any mineral concession or royalty or excess royalty collection contract in the State:
Provided that such certificate shall also be furnished by all the members of association of person or all the partners of the partnership firm or all the directors of the private limited company, in case the applicant is a association of person or partnership firm or a private limited company as the case may be. A no dues certificate shall also be submitted by the company or undertaking in case of limited company or Government undertaking as the case may be.

Provided further that where any injunction has been issued by the competent court or authority staying the recovery of the dues, non-payment thereof, shall not be treated as a disqualification for the grant of a mining lease.

Provided also that no dues certificate shall not be required where the applicant, partners of a firm, directors of the private limited company, members of association of persons, limited company or Government undertaking have furnished an affidavit to the satisfaction of the Government, stating that he/she/it or his/her family member does not or did not hold any mineral concession, royalty or excess royalty collection contract in the State.

(vii) a copy of an affidavit giving particulars of areas already held by the applicant under mineral concession including the area held jointly with other persons, area applied but not granted and granted but not executed or registered;

(viii) e-mail address and mobile number of an individual or all members of association of persons or firm or all partners of the partnership firm or company or all the directors of the company or Government undertakings, as the case may be;

(ix) a recent passport size color photo of applicant and all the partners, members or directors in case the applicant is a firm or association of person or company, as the case may be;

(x) a copy of plan and description report of the applied area with latitude and longitude in WGS 84 Datum of all the corner pillars of the applied area; and

(xi) a copy of revenue details of the applied area with khasra naksha trace, khansra or araji number, jamabandi and extent of the area of the khasra or araji falling in the applied area along with superimposed map.

(4) The holder of such prospecting licence who has already made an application for the grant of a mining lease before commencement of
these rules, shall not be required to submit a fresh application and his pending application shall be treated as an application made under this rule subject to payment of difference of application and premium amount as specified in sub-rule (2) within a period of two months from the commencement of these rules.

(5) Every application submitted under sub-rule (2) shall be acknowledged, in Form -2, online at the time of submission of application.

(6) Duly signed application along with self-certified documents as mentioned in sub-rule (3) shall be physically submitted to the Mining Engineer or Assistant Mining Engineer concerned, within a period of fifteen days from the date of its online submission and same shall be acknowledged by the office concerned.

(7) An application for grant of mining lease shall be disposed off by the competent authority as per the provisions of sub-rule (2), (3), (4) and (5) of rule 16 and the decision shall be communicated on registered address and e-mail of the applicant.

(8) Where it appears that the application is not complete in all material particulars or is not accompanied by the required documents, the competent authority shall reject the application and forfeit the application fees, premium amount and performance security deposited, after providing an opportunity of being heard by issuing notice of thirty days.

(9) Applications under this rule shall be disposed off, including execution and registration of mining lease, within a period of two year from the date of commencement of these rules or after expiry of the licence period, whichever later, failing which the right of such applicant shall be forfeited and in such cases, it would not be mandatory for the Government to issue any order in this regard.

5. Rights of a holder of letter of intent to obtain a mining lease.- (1) Where the competent authority has issued a letter of intent before commencement of the Mines and Minerals (Development and Regulation) Amendment Act, 2015 for grant of a mining lease under the Mineral Concession Rules, 1960, notwithstanding anything contained in these rules, such application shall be considered as if received under these rules subject to payment of difference of application fee and premium amount equal to two and half times of the dead rent or as may be prescribed by the Government, from time to time, which shall be payable every year in advance and shall not be adjusted against dead rent or royalty. Such application shall be disposed off by the competent authority as per the provisions of sub-rule (2), (3), (4) and (5) of rule 16:

Provided that premium amount shall stand revised automatically on enhancement of the dead rent and the lessee shall be liable to pay such enhanced premium.

Provided further that where letter of intent has been issued in khatedari land, registered consent deed of khatedar shall be submitted
within a period of three months from the date commencement of these rules, if such consent deed is not submitted within a period of said three months, the application shall be rejected and application fees, premium amount and performance security deposited shall be forfeited, after providing an opportunity of being heard by issuing notice of thirty days.

(2) Where the letter of intent has been issued after determining premium through tender or auction under the Rajasthan Minor Mineral Concession Rules, 1986 notwithstanding anything contained in these rules, such application shall be considered as if received under these rules and shall be disposed off by the competent authority as per the provisions of sub-rule (2), (3), and (4) of rule 16:

Provided that such letter of intent holder shall deposit remaining amount of premium as per the conditions of notice inviting tender before execution of lease deed.

(3) Where it appears that the application is not complete in all material particulars or is not accompanied by the required documents, the competent authority shall reject the application and forfeit the application fees, premium amount and performance security deposited, after providing an opportunity of being heard by issuing notice of thirty days.

(4) All cases covered under this rule shall be protected subject to fulfillment of the conditions of the letter of intent within a period of one year from the date of commencement of these rules and this period of one year shall include execution and registration of mining lease, failing which the right of such applicant shall be forfeited and in such cases, it would not be mandatory for the Government to issue any order in this regard.

6. Rights of grantee of mining lease sanctioned before commencement of these rules.- (1) Notwithstanding anything contained in these rules where a mining lease has been sanctioned under the Mineral Concession Rules, 1960 and the mineral has been declared as minor mineral or where a mining lease has been sanctioned under the Rajasthan Minor Mineral Concession Rules, 1986 and is pending for execution, shall be considered as if sanctioned under these rules subject to payment of premium amount equal to two and half times the dead rent or as prescribed by the Government, from time to time, which shall be payable every year in advance and shall not be adjusted against dead rent or royalty:

Provided that premium amount shall stand revised automatically on enhancement of the dead rent and the lessee shall be liable to pay such enhanced premium.

Provided further that where sanction has been issued after determining premium through tender or auction, such grantee shall require to deposit only remaining amount of premium as per conditions of the sanction order before execution of lease deed.
Provided also that where the lease has been sanctioned in khatedari land, not owned by the grantee, registered consent deed of khatedar shall be submitted before execution of mining lease, if such consent deed is not submitted before execution of mining lease, the sanction shall be revoked and security deposit, premium amount and performance security deposited shall be forfeited, after providing an opportunity of being heard by issuing notice of thirty days.

(2) All cases covered under sub-rule (1) shall be protected subject to condition that mining lease shall be executed and registered within a period of one year from the date of commencement of these rules, failing which the right of such grantee shall be forfeited and in such cases, it would not be mandatory for the Government to issue any order in this regard.

CHAPTER III
GRANT OF MINERAL CONCESSION

7. Area of mining lease.- (1) The Government may notify different sizes of mining lease for different areas and minerals.
(2) The minimum area of the mining lease shall be as specified in Schedule I:

Provided that sizes mentioned in schedule I shall not apply for gap areas lying between two or more mining leases.

(3) The area surrounded by two or more mining leases or by forest boundary or any other reserved land shall be treated as gap area and such gap area shall be granted as a mining lease by way of e-auction:

Provided that where gap area is less than 0.5 hectare, such area shall be granted by way of e-auction among surrounding lessees and the same shall be added in the lease of successful bidder.

Provided further that reserve price for e-auction of such area shall be recommended by a committee comprising of Superintending Mining Engineer, Mining Engineer or Assistant Mining Engineer concerned, Senior Geologist or Geologist and accounts personnel nominated by the Additional Director (Mines) concerned, which shall be got approved from next higher committee at Directorate comprising of Director, Additional Director (HQ) and Financial Advisor.

Provided also that where gap area is owned by private person, registered consent deed of the khatedar shall have to be submitted by the successful bidder before grant of such gap area.

(4) No person shall acquire in respect of any mineral, except bajri (river sand), one or more mining leases covering total area of more than 10 Sq. Kms.:

Provided that if the Government is of the opinion that in the interest of the development of any mineral or industry, it is necessary so to do, it may, for reasons to be recorded in writing, increase the aforesaid area limits in respect of mining lease, in so far as it pertains to any
particular mineral, or to any specified category of deposits of such mineral, or to any particular mineral located in any particular area.

(5) For the purpose of determining the total area referred to in sub-rule (4) the area held under mining lease by a person as a member of a Co-operative Society, Company or other Corporation or a Hindu Undivided Family or a partner of a Firm shall be deducted from the area referred to in sub-rule (4) above so that the total area held by such person under mining lease, whether as such member or partner or individually may not in any case exceed the total area specified in sub-rule (4).

(6) Applied area under mining lease shall be as far as possible rectangular in shape and the length ordinarily shall not exceed four times of its width.

(7) Boundaries of the area covered by a mining lease shall run vertically downwards below the surface towards the center of the earth except where Government specifically provides.

(8) No person shall acquire in respect of any mineral, any mining lease of any area which is not compact and contiguous i.e. close polygon:

Provided that above provisions shall not be applicable for grant of mining leases of mineral bajri in river bed.

8. Area of quarry licence.- (1) Size of plots in all existing boundary notified before commencement of these rules shall remain unchanged.

(2) On and after the commencement of these rules, the size of plots shall be fixed by the Director, which shall not be less than 0.18 hectare.

(3) The area surrounded by two or more quarry licence or by forest boundary or any other reserved land shall be treated as gap area and such gap area shall be granted as a quarry licence by way of e-auction:

Provided that where gap area is 0.10 hectare or less, such gap area shall be granted by way of e-auction among surrounding licencee and the area shall be added in the licence of successful bidder.

Provided further that reserve price for e-auction of such area shall be recommended by a committee comprising Superintending Mining Engineer, Mining Engineer or Assistant Mining Engineer concerned, Senior Geologist or Geologist and accounts personnel nominated by the Additional Director (Mines) concerned, which shall be got approved from next higher committee at Directorate comprising Director, Additional Director (HQ) and Financial Advisor.

Provided also that where gap area is owned by private persons, registered consent deed from the khatedar shall be submitted by the successful bidder before grant of such gap area.

9. Period of mining lease.- (1) On and from the date of commencement of these rules, all mining leases shall be granted for the period of fifty years:

Provided that period of mining leases for mineral bajri (river sand) shall be five years.
(2) All mining leases except for mineral bajri (river sand) granted before the commencement of these rules, shall be deemed to have been granted for a period of fifty years.

(3) Notwithstanding anything contained in sub-rule (1) and (2), the period of leases of mineral other than bajri (river sand), granted before the commencement of these rules, shall be extended and be deemed to have been extended up to a period ending on the 31st March, 2025 with effect from the date of expiry of the period of renewal/extension last made or till the completion of renewal/extension period, if any, or a period of fifty years from the date of initial grant of such lease, whichever is later, subject to the condition that all the terms and conditions of the lease have been complied with.

(4) Period of lease may be extended equal to the period for which the mines remained closed (dies-non) due to any court order and dead rent for such period shall not be chargeable:

Provided that where lease remains closed due to any fault on the part of the lessee or where part of lease was only closed, the period shall not be extended and dead rent shall be chargeable for such period.

(5) On the expiry of the lease period, the area shall be put up for e-auction. The process of e-auction shall be started well in advance so that before the expiry of the lease period, new lease may be granted without any gap:

Provided that the lessee shall have right of first refusal at the time of e-auction held for such lease after expiry of the lease period in the following manner, namely:-

(i) to be eligible to exercise the right of first refusal, the lessee shall comply with the conditions of the mining lease, the Act and the Rules made thereunder till its expiry;

(ii) prior to publication of the notice inviting bid, the Mining Engineer or Assistant Mining Engineer concerned shall give a notice to the lessee requiring the lessee to specify his willingness or non-willingness to exercise the right of first refusal in writing, within a period of thirty days of receipt of such notice;

(iii) the notice inviting bid shall specify that the lessee holding the lease prior to expiry of the mining lease has the right of first refusal and shall also specify his willingness or non-willingness specified pursuant to clause (ii), if any;

(iv) upon conclusion of the second round of e-auction as per rule 14, the Mining Engineer or Assistant Mining Engineer concerned shall issue a notice to the lessee seeking written confirmation of his willingness to
exercise the right of first refusal within a period of seven
days of the conclusion of the second round of e-auction;

(v) the notice given under clause (iv) shall be acknowledged
by the lessee and who shall, within a period of fifteen
days of receipt of notice, exercise the right of first
refusal in writing to the Mining Engineer or Assistant
Mining Engineer concerned, failing which it shall be
construed that the lessee is not desirous of exercising
the right of first refusal and the successful bidder shall be
entitled to a mining lease in the manner provided in
these rules; and

(vi) if the lessee exercise the right of first refusal and
matches the highest final offer price, the lessee shall be
deemed to be the successful bidder in place of the earlier
successful bidder declared after the second round of e-
auction and shall be entitled to a mining lease in the
manner provided in these rules.

10. Period of quarry licence.- (1) On and after the
commencement of these rules, all quarry licence shall be granted for a
period not exceeding thirty years:

Provided that ending period of quarry licence granted shall be
31st of March.

(2) All quarry licences granted before the commencement of these rules
shall be deemed to have been granted for a period of thirty years:

Provided that ending period of such quarry licence shall be 31st
of March.

(3) Notwithstanding anything contained in sub-rule (1) and (2), the period
of licence, granted before the commencement of these rules, shall be
extended and be deemed to have been extended upto a period ending on
the 31st March, 2025 with effect from the date of expiry of the period of
renewal/extension last made or till the completion of renewal/extension
period, if any, or a period of thirty years from the date of initial grant of
such licence, whichever is later, subject to the condition that all the terms
and conditions of the licence have been complied with.

(4) The Period of quarry licence may be extended upto the period for
which the quarry remained close (dies-non) due to any court order:

Provided that where licence remains closed due to any fault on
the part of the licencee or where part of licence was only closed, the
period shall not be extended and annual licence fee shall be chargeable
for such period.

(5) On the expiry of the licence period, the area shall be put up for e-
auction. The process of e-auction shall be started well in advance so that
before the expiry of the licence period, new licence may be granted
without any gap:
Provided that the licencee shall have right of first refusal at the time of e-auction held for such licence after expiry of the licence period in the following manner:-

(i) to be eligible to exercise the right of first refusal, the licencee shall comply with the conditions of the quarry licence, the Act and the Rules made thereunder till its expiry;

(ii) prior to publication of the notice inviting bid, the Mining Engineer or Assistant Mining Engineer concerned shall give a notice to the licencee requiring the licencee to specify his willingness or non-willingness to exercise the right of first refusal in writing, within a period of thirty days of receipt of such notice;

(iii) the notice inviting bid shall specify that the licencee holding the licence prior to expiry of the quarry licence has the right of first refusal and shall also specify his willingness or non-willingness specified pursuant to clause (ii) to this sub-rule, if any;

(iv) upon conclusion of the second round of e-auction as per rule 14, the Mining Engineer or Assistant Mining Engineer concerned shall issue a notice to the licencee seeking written confirmation of his willingness to exercise the right of first refusal within a period of seven days of the conclusion of the second round of e-auction;

(v) the notice given under clause (iv) to this sub-rule shall be acknowledged by the licencee and who shall, within a period of fifteen days of receipt of notice, exercise the right of first refusal in writing to the Mining Engineer or Assistant Mining Engineer concerned, failing which it shall be construed that the licencee is not desirous of exercising the right of first refusal and the successful bidder shall be entitled to a quarry licence in the manner provided in these rules; and

(vi) if the licencee exercise the right of first refusal and matches the highest final offer price, the licencee shall be deemed to be the successful bidder in place of the earlier successful bidder declared after the second round of e-auction and shall be entitled to a quarry licence in the manner provided in these rules.

11. Restriction on grant of mining lease or quarry licence.-

(1) No mining lease or quarry licence shall be granted,-

(i) except in accordance with the provisions of these rules;

(ii) to any person unless such a person is an Indian national, or a company as defined in clause (20) of section 2 of the Companies Act, 2013;
Explanation: for the purpose of these rules, a person shall be deemed to be an Indian national:

(a) in case of a firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or other association of individuals, only if all the members of the firm or members of the associations are citizens of India; and

(b) in case of an individual, only if he/she is a citizen of India.

(iii) in the Schedule Area without obtaining prior recommendation of the Panchayati Raj Institutions at appropriate level as prescribed under the Rajasthan Panchayati Raj (Modification of Provisions in Their Application to the Schedule Areas) Act, 1999 (Act No. 16 of 1999);

(iv) in respect of lands notified by the Government as reserved for use for the Government or local authorities for any public or special purposes without obtaining prior permission from the concerned competent authority:

Provided that where leases have already been granted in said reserved areas, no prior permission shall be required for grant of gap area.

(v) to a person against whom or any member of his/her family or to a partnership firm or a private limited company against whom or any partner of the firm or any director of the private limited company or limited liability company as the case may be, or any member of his/her family or against a firm of which he/she or any member of his/her family is or was a partner, the dues of the department are outstanding:

Provided that where an injunction order has been issued by a court of law or any other competent authority staying the recovery of any such dues, the non-payment thereof shall not be treated as disqualification for the purpose of grant.

(2) No mining lease or quarry licence shall be granted unless an approved mining plan or simplified mining scheme, as the case may be, is submitted by the applicant.

(3) No mining lease shall be granted in the existing quarry licence area and vice versa.

(4) The existing rent cum royalty leases which are in operation on the date of commencement of these rules and still not converted into quarry
licence, shall be deemed to have been converted into quarry licence and size of such quarry licence shall remain unchanged.

12. **Prerequisites for e-auction of mineral concession.**- The Government shall, prior to issuance of the notice inviting bid with respect to mineral concession auction, identify and demarcate the area where a mineral concession is proposed to be granted through auction using global positioning system or differential global positioning system and the area so demarcated shall be classified into forests land, land owned by the Government and private persons.

13. **Bidding parameters for e-auction.**- (1) An e-auction for mineral concession shall be conducted for determination of premium amount:

   Provided that where area under auction contains land owned by private persons, collectively known as “landowners”, the mineral concession shall be granted with right of first refusal to such landowners as association of persons.

(2) The reserve price for determination of premium amount shall be,-

   (i) in case of mining lease, twenty percent of royalty payable additionally for every dispatch over and above the rates specified in Schedule II or as may be determined by the Government, from time to time; and

   (ii) in case of quarry licence, an amount equal to the annual licence fee of the area under auction payable every year or as may be determined by the Government, from time to time.

(3) The bidders shall quote, as per the bidding parameter, for the purpose of payment to the State Government, an amount equal to or more than the reserve price as mentioned in rule 14 and the successful bidder shall pay to the Government,-

   (i) in case of mining lease, percentage so quoted for every dispatch and which shall not be adjusted against dead rent:

       Provided that the successful bidder shall pay the minimum guaranteed premium amount equal to dead rent or on the basis of royalty on dispatch of mineral, whichever higher; and

   (ii) in case of quarry licence, an amount so quoted every year in advance and shall not be adjusted against annual licence fee.

(4) The premium amount so quoted shall stand revised proportionately at the time of enhancement of the dead rent, royalty or annual licence fee, as the case may be and the successful bidder shall be liable to pay such enhanced premium.
14. **Electronic auction and bidding process of mineral concession.** - (1) The Government may utilize any online electronic platform which meets the minimum technical and security requirements as specified in the guidelines for compliance to quality requirements of e-procurement systems issued by the Standardization Testing and Quality Certification Directorate, Department of Information Technology, Ministry of Communications and Information Technology, Government of India. For this purpose Government may appoint any agency as service provider for conducting e-auction.

(2) Mining Engineer or Assistant Mining Engineer concerned shall provide the details of mineral blocks to be auctioned along with particulars of area classified into forests land, land owned by the Government and private persons, terms and conditions to the Directorate, Department of Mines and Geology, Udaipur for conducting e-auction.

(3) A centralized bidding cell at Directorate shall publish notice inviting bid for e-auction in two daily newspapers, at least one of which is state level having circulation of fifty thousand copies and above and other having wide publicity in the area where lease or licence is being granted. The notice inviting bid shall also be compulsorily displayed on the notice boards of the Directorate and office of the Mining Engineer or Assistant Mining Engineer concerned. The notice inviting bid shall be published at least thirty days before the date fixed for submission of the bid and shall upload particulars, terms and conditions on the web portal of the department and agency appointed by the Government. The period of thirty days shall be counted from the publication of the notice inviting bid on the departmental website or on the website of the agency appointed for auction, whichever earlier. The registered bidders shall also be intimated by the authorized agency through e-mail.

(4) Notice inviting bid shall contain brief particulars regarding the area under auction, including,

(i) particulars of area classified into forests land, land owned by the Government and private persons; and

(ii) if area under auction contains land owned by the private persons, specifying the condition of right of first refusal to such landowners.

(5) Intending bidders shall get registered with the agency appointed for auction as prospective bidder for participating in e-auction. The registration shall always open for all prospective bidders to get registered with the e-auction service provider and shall be one time. After registration, prospective bidder shall be eligible for participating in e-auction conducted by the department for grant of mineral concession and contracts.
(6) Bidders shall carefully read guidelines mentioned in rule 15 before submitting bids.

(7) The Government, its employees and advisers make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of any information or data or arising in any way from participation in the auction process.

(8) The e-auction shall be an ascending forward online electronic auction and shall comprise of the following rounds, namely:
   
   (i) First round of auction shall be held in following manner, namely:
      
      (a) A technical bid shall be submitted by the bidder along with:
          
          (I) A scanned copy of bid letter in Form -3;
          (II) Bid security as specified in rule 18;
          (III) An initial price offer which shall be equal to or above the reserve price;
          (IV) A scanned copy of affidavit regarding no-dues of the department;
          (V) A scanned copy of no-dues certificate from the Mining Engineer or Assistant Mining Engineer concerned where the bidder holds or had held mineral concession or royalty collection contract or excess royalty collection contract;
              
              Provided that affidavit and no-dues certificate in case of firm, company or association of persons have to be submitted by all the partners, directors or persons, as the case may be.
          (VI) A scanned copy of Memorandum of Association and Articles of Association, certificate of incorporation in case bidder is a company or partnership deed and firm registration certificate in case bidder is a firm, as the case may be;
          (VII) A scanned copy of power of attorney in format as specified in Form -4 or resolution of board of directors in favour of person submitting bid in case of a firm or company, as the case may be;
          (VIII) A scanned copy of PAN card or TIN;
          (IX) A scanned copy of address proof;
(X) A scanned copy of balance sheet certified by the chartered accountant or income tax returns of preceding financial year; and

(XI) E-mail address and mobile number;

(b) Failure to comply with the provisions of clause (a) for whatsoever reason, shall lead to non-admission of technical bid;

(c) The bids shall be opened by the following committee:-

(I) Additional Director Mines (HQ);

(II) Financial Adviser; and

(III) Superintending Mining Engineer (HQ-II or III) concerned;

The final decision on recommendations of the committee shall be taken by the Director;

(d) Evaluation report of technical bids shall be prepared and shall be informed to all the bidders individually through e-mail or SMS. Initial price offer of all technically qualified bidders shall be opened by the committee mentioned in clause (c) on the schedule date of e-auction;

(e) The technically qualified bidders shall be ranked on the basis of the descending initial price offer submitted by them and the technically qualified bidder holding the first fifty percent of the ranks (with any fraction rounded off to higher integer) or the top five technically qualified bidder, whichever is higher, shall qualify as qualified bidder for participating in the second round of electronic auction:

Provided that where the total number of technically qualified bidder is less than two, then no technically qualified bidder shall be considered to be qualified bidder and the auction process shall be annulled.

Provided further that if the number of technically qualified bidders is between two and five, then all the technically qualified bidders, both inclusive, shall be considered as qualified bidders.

Provided also that in the event of identical initial price offers being submitted by two or more technically qualified bidders, all such technically qualified bidders shall be assigned the same rank for the purpose of determination of qualified bidders and in such case, the aforementioned fifty percent
shall stand enhanced to fifty percent plus the number of technically qualified bidders whose initial price offers are identical less the number of such identical initial price offers.

**Explanation:** In the event there are a total of ten technically qualified bidders and each technically qualified bidder submits different initial price offer, then the technically qualified bidders holding the first fifty percent of ranks shall be considered to be qualified bidders. If three such technically qualified bidders submit the same initial price offer and are ranked in first fifty percent of total number of ranks, then, all the three technically qualified bidders shall be considered to be qualified bidders and the total number of qualified bidders shall stand increase by two.

(f) Qualified bidders shall be intimated about their qualification for electronic auction against specific items in accordance with the terms and conditions of the bid, through notice on the web site of agency appointed for auction through their secured login as well a system generated e-mail; and

(g) The highest initial price offer amongst the qualified bidders shall be the floor price for the second round of online electronic auction and all the qualified bidders shall participate in the second round of electronic auction:

Provided that where the total number of technically qualified bidders is less than two, then no technically qualified bidders shall be considered to be qualified bidder and the auction process shall be annulled.

Provided further that the Director may, in its discretion, decide not to annul the auction process if even second or subsequent attempt the total number of technically qualified bidders continues to be less than two and the Director in such case, decide to consider technically qualified bidder as qualified bidder so as to continue with the bidding process.

(ii) Second round of e-auction shall be held in following manner, namely:-
(a) The qualified bidders may submit their final price offer exclusive all taxes and duties which shall not be less than the floor price. The bidder will have the sole responsibility to make payment of all applicable taxes and duties to the authorities concern directly and produce the proof of the same to the department:

Provided that the final price offer may be revised till the conclusion of the auction as per notice inviting bid.

(b) The date, time and period of e-auction shall be as per the schedule mentioned in notice inviting bid. However the closing time of e-auction shall be automatically extended in the event a bid is received during the last eight minutes before the scheduled closing time of electronic auction. The closing time of electronic auction will be automatically extended by eight minutes from the last received bid time to give equal opportunity to all other qualified bidders. This process of auto extension will continue till the last highest bid remains unimproved for a period of eight minutes;

(c) The successful bidder shall be decided by the system solely on the basis of highest financial bid submitted by the qualified bidders. No negotiation shall be conducted with any bidder;

(d) The auction process shall be annulled if none of qualified bidders submit a final price offer on online electronic auction platform. In case the e-auction process is annulled due to non submission of at least one final price offer on the electronic auction platform, the bid security of the qualified bidder who has submitted the highest initial price offer i.e. the applicable floor price for the second round of e-auction, shall be forfeited;

(e) On close of e-auction, the highest bidder shall be declared as successful bidder and thereafter bid sheet indicating the name of the successful bidder and bid price etc. shall be made available by the agency through e-mail within twenty four hours. The bid sheet may be downloaded through Management Information System (MIS) reports:

Provided that where area auctioned contains private land, the highest bidder shall be declared as successful bidder only on submission of registered consent deed from landowners within a period of
sixty days and if highest bidder fails to submit registered consent deed from such landowners, he shall not be declared as successful bidder.

(f) If area auctioned contains private land, upon conclusion of the second round of e-auction, the Mining Engineer or Assistant Mining Engineer concerned shall issue a notice to the landowner seeking written confirmation of their willingness to exercise the right of first refusal within a period of seven days of the conclusion of the second round of e-auction;

(g) The notice given under clause (f) to this sub-rule shall be acknowledged by the landowner and who shall, within a period of sixty days of receipt of notice, exercise the right of first refusal in writing to the Mining Engineer or Assistant Mining Engineer concerned, failing which it shall be construed that the landowner is not desirous of exercising the right of first refusal;

(h) If the landowner exercises the right of first refusal, matches the highest final offer price and deposits all other applicable payments, the landowner shall be deemed to be the successful bidder and shall be entitled to a mining lease in the manner provided in these rules. In such case, bid security paid by the erstwhile highest bidder shall be refunded:

Provided that where landowners do not exercise the right of first refusal or highest bidder fails to submit registered consent deed of the landowners, the auction process shall be annulled; and

(i) On deposition of performance security by the successful bidder, bid security of the successful bidder shall be refunded by the agency appointed for auction within seventy two hours.

(9) Bid submitted by the bidders shall be valid for ninety days. A bid valid for shorter period may be considered as non responsive. Prior to the expiry of the period of validity of bids, the Director, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid but in such circumstances bid security deposited shall not be forfeited.

(10) After declaration of successful bidder, the successful bidder shall deposit the first installment being twenty five percent of the minimum guaranteed premium within fifteen days of completion of auction process
and the Mining Engineer or Assistant Mining Engineer concerned shall send proposal to the competent authority.

(11) If successful bidder fails to deposit the first installment mentioned in sub-rule (10), bid security deposited shall be forfeited and shall be debarred for five years in participating in further e-auction. In such case, a counter offer shall be given to the second highest bidder (H2), third highest bidder (H3) etc. in serial order to match the highest bid submitted by the successful bidder. In this process, no negotiation shall be done.

(12) Bid security of the un-successful bidders shall be refunded by the agency appointed for auction, to the bidders concerned after deposition of first installment of premium amount by the successful bidder.

15. Guidelines for submitting any bid on e-auction platform.-

(1) A Bidder shall be required to possess a valid Digital Signature Certificate of signing type to be able to submit its bid and to participate in the electronic auction on e-auction platform. For this purpose, bidders or its authorized signatory shall be required to procure Digital Signature Certificate as per the procedure given on the website www.eproc.rajasthan.gov.in. The Digital Signature Certificate will be used to digitally sign the bids.

(2) The bidder and its authorized representative shall be responsible to maintain the secrecy of the password for the Digital Signature Certificate. The bidder and its contact person shall be solely responsible for any misuse of the Digital Signature Certificate and no complaint or representation in this regard shall be entertained at any stage by e-auction service provider or the Government.

(3) A bidder shall register itself with the e-auction website of e-auction service provider to submit bids for the mining lease, quarry licence, royalty collection contract or excess royalty collection contract, as the case may be, with the e-auction website of e-auction service provider. The registration shall always open for all prospective bidders to get registered with the e-auction service provider and shall be one time. After registration, prospective bidder shall be eligible for participating in e-auction conducted by the department for grant of mineral concession and contracts. Bidder shall fill an online registration form and create its “user id” and “password” and keep note of the same. Bidder should ensure that the secrecy of its user id and password is maintained at all times and bidder alone shall be responsible for any misuse of its user id and password.

(4) On successful submission of the online registration form, bidder shall receive a confirmation email at the registered email address advising the bidder to submit various documents for verification and activation of its account. Once the complete set of aforementioned documents is received from the bidder, the e-auction service provider shall activate such bidder’s login after verification or scrutiny of the documents. On completion of the above stated registration process, a bidder shall be able
to log in to e-auction service provider’s website. After activation of login, bidder will be issued a “Photo Identity Card” by e-auction service provider bearing the photograph and signature of the contact person. The Photo Identity Card shall be duly authenticated by e-auction service provider.

(5) The Technical Bid shall be submitted on the e-auction platform. The Bidder has an option to edit Technical Bid as many times as it wishes till the final submission. The final submission of Technical Bid shall be digitally signed by the bidder using the digital signature, the use of which has been duly authorized on behalf of the bidder and which was used at the time of registration. Any digital signature certificate other than the above shall not be acceptable for bid submission. Upon successful final submission, the bidder shall receive a bid acknowledgment from the system automatically. The bidders may note that the Technical Bid submitted online as above shall be encrypted by the e-auction service provider’s own software before storage in the database to protect the sanctity and confidentiality of the bids before the actual opening of the same. Before scheduled closing time for bid submission on the bid due date, bidder may have an option to modify, withdraw or resubmit a new bid. Scanned copy of bid letter, affidavit, copy of no dues certificate and power of attorney or resolution, as the case may be, shall be submitted by the bidder online and bid security shall be deposited as per the provisions of rule18. Technical Bids shall be evaluated in the manner provided in these rules. The e-auction service provider will conduct training and mock-auctions for all the qualified bidders on e-auction platform.

(6) The bidder shall receive intimation regarding admission of bid for second round of e-auction. It shall be the sole responsibility of the bidder to regularly check the e-auction service provider website and login to see whether it has qualified for a certain mining lease, quarry licence, royalty collection contract or excess royalty collection contract or not. The Government or e-auction service provider shall not be responsible for non-receipt of e-mail by the bidder and its consequences.

(7) During e-auction process, the qualified bidder will be able to submit its Final Price Offer as many times as it wishes against the same mining lease, quarry licence, royalty collection contract, or excess royalty collection contract. The qualified bidder shall remain anonymous to other qualified bidders participating in the electronic auction process as well as to e-auction service provider or Government. The qualified bidder will be able to see the prevailing highest Final Price Offer against the mining lease, quarry licence, royalty collection contract or excess royalty collection contract, but the name of the highest qualified bidder at any point of time shall not be displayed. The qualified bidder shall have to put its Final Price Offer over and above the displayed highest bid by a minimum increment as mentioned in notice inviting bid (NIB) to become the highest qualified bidder. The electronic auction process will have a
scheduled start and close time which will be displayed on screen. The qualified bidder shall be able to put its Final Price Offer after the start of bid time and till the close time of electronic auction. The current server time (IST) will also be displayed on the screen. In the event a Final Price Offer is received during the last eight minutes before the scheduled close time of electronic auction, the close time of electronic auction will be automatically extended by eight minutes from the last received bid time to give equal opportunity to all other qualified bidders. This process of auto extension will continue till no Final Price Offer is received during a period of eight minutes.

Explanation: For example, assuming that the initial scheduled close time for a particular electronic auction is 1:00 pm and a Final Price Offer is received at 12:55 pm, the scheduled close time shall be extended to 1:03 pm. Again if a Final Price Offer is received at 1:01 pm, the scheduled close time shall be extended to 1:09 pm and so on. In the event that no further Final Price Offer is received till 1:09 pm, the electronic auction will close at 1:09 pm. The extended close time will be displayed on screen and the qualified bidders are advised to keep refreshing its webpage to get the latest information.

(8) During the process of electronic auction, the bidder shall be required to sign their bids with their respective digital signature certificate (DSC) and the use of which has been duly authorized on behalf of the bidder and which was used at the time of registration. Any digital signature certificate other than the above shall not be acceptable for bid submission by the system. Bidders in their own interest are advised to get themselves acquainted with the electronic auction process of e-auction service provider by getting their authorized representative trained beforehand through some demo electronic auction.

(9) It shall be deemed that by submitting a bid, the bidder has,-

(i) made a complete and careful examination of rules or guidelines for e-auction and unconditionally and irrevocably accepted the terms thereof;

(ii) reviewed all relevant information provided by the Government, as may be relevant to the bid;

(iii) accepted the risk of inadequacy, error or mistake in the information provided by or on behalf of the Government relating to any of the matters related to the e-auction process;

(iv) satisfied itself about all matters regarding the e-auction process for submitting an informed bid, in accordance with the rules; and

(v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information or
ignorance of any of the matters related to the e-auction process hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Government.

(10) The Government shall not be liable for any omission, mistake or error in respect of any of the information provided or on account of any matter or thing arising out of or concerning or relating to the tender process, including any error or mistake therein or in any information or data given by the Government.

(11) The Government reserves the right to verify all statements, information and documents submitted by the bidder and the bidder shall, when so required by the Government, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Government shall not relieve the bidder from its obligations or liabilities hereunder nor will it affect any rights of the Government thereunder.

(12) Technical Bids along with the scanned copy of documents as mentioned in sub-rule (8) of rule 14 or sub-rule (7) of rule 37, as the case may be, should be uploaded. The Government may, in its sole discretion, extend bid due date by issuing an amendment that is made available to all bidders.

(13) Notwithstanding anything contained in these rules, the Government reserves the right to reject any bid and/or to annul the tender process and reject all bids at any time without any notice, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof. In case such cancellation is pursuant to non-compliance by the relevant bidders vis-a-vis submissions of bid then the Government reserves the right to forfeit the bid security submitted by such non-compliant bidders.

(14) Without prejudice to the generality of the foregoing, the Government reserves the right to reject any following bid on any criteria specified in the rules:

(i) bids have not been submitted with all the information;
(ii) bids have been submitted without bid security; or
(iii) bids have otherwise not been submitted in accordance with the rules and guidelines.

(15) The Government, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(i) suspend and/or cancel the tender process and/or amend and/or supplement the tender process or modify the dates or other terms and conditions relating thereto;
(ii) consult with any bidder in order to receive clarification or further information;
(iii) retain any information and/or evidence submitted to the Government by, on behalf of, and/or in relation to any bidder; and/or

(iv) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any bidder;

(16) It shall be deemed that by submitting the bid, the bidder agrees and releases the Government, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the tender process and waives, to the fullest extent permitted by Applicable Law, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

(17) The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tender process. Notwithstanding anything to the contrary contained herein, the Government may reject a bid, without being liable in any manner whatsoever to the bidder, if the Government determines that the bidder, has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the tender process. In such an event, the Government shall be entitled to forfeit and appropriate the bid security or security deposit, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Government under these rules and/or otherwise;

(18) Without prejudice to the rights of the Government under sub-rule (17) hereinabove and the rights and remedies which the Government may have under these rules, or otherwise if a bidder, is found by the Government to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice during the tender process, or after the grant of the mining lease, quarry licence, royalty collection contract, excess royalty collection contract or the execution of the same, such bidder shall not be eligible to participate in any tender issued by the Government during a period of five years from the date such bidder, is found by the Government to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practices, as the case may be.

Explanation: (i) “Corrupt Practice” means,-

(a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected
with the tender process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Government who is or has been associated in any manner, directly or indirectly, with the tender process or arising therefrom, before or after the execution thereof, shall be deemed to constitute influencing the actions of a person connected with the tender process); or

(b) save and except as permitted under these rules, engaging in any manner whatsoever, whether during the tender process or after the grant of the mining lease, quarry licence, royalty collection contract, excess royalty collection contract or the execution of the same, as the case may be;

(ii) “Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the tender process;

(iii) “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the tender process;

(iv) “Undesirable Practice” means,-

(a) establishing contact with any person connected with or employed or engaged by the Government with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tender process;

(b) having a conflict of interest; or

(c) violating of any Applicable Law; and

(v) “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the tender process.

(19) In any event of dispute arising out of process of e-auction, the courts situated at Udaipur in Rajasthan shall only have the jurisdiction.

16. Grant of mining lease.- (1) Mining lease shall be granted to a person who offers highest premium amount through e-auction subject to provisions of sub-clause (h) of clause (ii) sub-rule (8) of rule 14.
(2) Upon receipt of the first installment of the offered premium amount, the competent authority shall issue a letter of intent to applicant or successful bidder, as the case may be, to:

(i) pay the second installment being twenty five percent of the minimum guaranteed premium within thirty days from date of issuance of letter of intent;

(ii) furnish the performance security as specified in rule 20 and submits approved mining plan within six months from date of issuance of letter of intent; and

(iii) obtain and submit all consents and approvals as may be required under applicable laws within eighteen months from date of issuance of letter of intent:

Provided that the above period may be extended by the competent authority, subject to payment of late fees at the rate of ten percent of annual dead rent for delay of every month or part thereof for such extended period which shall not be later than three years from the date of issuance of letter of intent.

Provided further that the above period may be further extended for a period of one year by the Government subject to payment of late fees at the rate of ten percent of annual dead rent for delay of every month or part thereof.

Provided also that period of letter of intent, issued before the commencement of these rules, may be extended by the competent authority, subject to payment of late fees at the rate of ten percent of annual dead rent for delay of every month or part thereof for such extended period from the date of issuance of letter of intent.

(3) The area shall be granted by the competent authority, if the applicant or successful bidder, as the case may be, complies with the conditions within the stipulated or extended period of time and applicant or successful bidder, as the case may be, shall be intimated by registered post and e-mail.

(4) The applicant or successful bidder, as the case may be, who did not comply with the conditions of letter of intent within the stipulated or extended period of time, the competent authority shall reject the bid and forfeit the application fees, premium amount and performance security deposited, after providing an opportunity of being heard by issuing notice of thirty days.

(5) The applicant or successful bidder, as the case may be, shall pay the third installment being fifty percent of the minimum guaranteed premium before execution of mining lease as per rule 21.

(6) The mining lease shall be for minerals found in the area pursuant to exploration prior to the auction:
Provided that where subsequent to the auction, any new mineral is discovered, such mineral shall be included in the mining lease subject to payment of premium amount as mentioned in sub-rule (5) of rule 13.

(7) Notwithstanding anything contained in these rules, in notified scheduled areas,-

(i) for mineral masonry stone, one third of total delineated plots shall be kept reserved for the persons belonging to domicile schedule tribe category and remaining two third plots shall be granted by way of e-auction. For reserved plots, the centralized bidding cell at Directorate shall issue notice for inviting applications in two daily news papers, at least one of which is state level and other having wide publicity in the area where lease is being granted. The notice shall be published at least thirty days before the intended date of inviting applications and shall contained the date or the period within which applications shall be received. The notice shall also be uploaded on the departmental website:

Provided that where two or more applications are received for the same plot, the allotment shall be made by the way of e-auction among the applicants; and

(ii) for mineral bajri (river sand), priority shall be given to the registered society of domicile schedule tribe. The centralized bidding cell at Directorate shall issue notice for inviting applications in two daily news papers, at least one of which is state level and other having wide publicity in the area where lease is being granted. The notice shall be published at least thirty days before the intended date of inviting applications and shall contained the date or the period within which applications shall be received. The notice shall also be uploaded on the departmental website:

Provided that where two or more applications are received from the societies for the same plot, the allotment shall be made by the way of e-auction among the applicant societies.

Provided further that where no application is received from registered society of domicile schedule tribe, e-auction shall be conducted among other applicants.

(8) In existing major mineral leases where mining of minor mineral can be done independently, the leases of minor mineral shall be granted with prior approval of the Director by way of e-auction subject to condition that after allotment of lease, the lessee of such minor mineral shall not cause any hindrance in the working of major mineral lessee.
17. Grant of quarry licence.- (1) Quarry licence shall be granted to a person who offers highest premium amount through e-auction subject to provisions of sub-clause (h) of clause (ii) sub-rule (8) of rule 14.

(2) Upon receipt of the first installment of the offered premium amount, the Mining Engineer or Assistant Mining Engineer concerned shall issue a letter of intent to applicant or successful bidder, as the case may be, to,-

(i) pay the second installment being twenty five percent of the offered premium amount within thirty days from date of issuance of letter of intent;

(ii) furnishes the performance security as specified in rule 20 and submits approved mining plan or simplified mining scheme within six months from date of issuance of letter of intent;

(iii) obtain and submit all consents and approvals as may be required under applicable laws within eighteen months from date of issuance of letter of intent:

Provided that the above period may be extended by the Mining Engineer or Assistant Mining Engineer concerned, subject to payment of late fees at the rate of ten percent of annual licence fee for delay of every month or part thereof for such extended period which shall not be later than three years from the date of issuance of letter of intent.

Provided further that the above period may be further extended for a period of one year by the Government subject to payment of late fees at the rate of ten percent of annual licence fee for delay of every month or part thereof.

Provided also that period of letter of intent, issued before the commencement of these rules, may be extended by the Mining Engineer or Assistant Mining Engineer concerned, subject to payment of late fees at the rate of ten percent of annual dead rent for delay of every month or part thereof for such extended period from the date of issuance of letter of intent.

(3) The applicant or successful bidder, as the case may be, shall pay the third installment being fifty percent of the offered premium amount before issuance of quarry licence in Form -7:

Provided that if the successful bidder fails to comply with the conditions of letter of intent within the stipulated or extended period of time, the Mining Engineer or Assistant Mining Engineer concerned shall reject the bid and forfeit the application fees, premium amount and performance security deposited, after providing an opportunity of being heard by issuing notice of thirty days.
18. Bid security of e-auction for mineral concession.- (1) Bid security shall be in form of electronic fund transfer (RTGS/NEFT, etc.).

(2) The amount of bid security shall be,-

(i) an amount equal to the annual dead rent for mining lease; and

(ii) an amount equal to the annual licence fee of same quarry boundary and in case of quarry licence in new area, nearby quarry boundary.

(3) Upon submission of performance security by successful bidder, bid security shall be refunded by the competent authority, if not forfeited under these rules.

19. Security deposit.- (1) Security deposit shall be deposited before execution of the deed in the form of fixed deposit receipt of nationalized bank or scheduled bank or national saving certificate and duly pledged in favour of the Mining Engineer or Assistant Mining Engineer concerned or any other form of securities notified by the Government for the due observance of the terms and conditions of the mineral concession.

(2) The amount of security deposit shall be,-

(i) an amount equal to one fourth of the annual dead rent for mining lease; and

(ii) an amount equal to one fourth of the annual licence fee for quarry licence.

(3) The holder of mining lease or quarry licence shall deposit within sixty days from the date of enhancement of dead rent or licence fee, as the case may be, a further sum so as to make the total security deposit as mentioned in clause (i) and (ii) of sub-rule (2).

(4) Any major mineral declared as minor mineral, lessee of such mineral shall deposit difference amount of security deposit within six months from the date of commencement of these rules to make their total security deposit as mentioned in clause (i) of sub-rule (2).

(5) The security deposited shall be refunded by the competent authority after successful completion of the lease or licence period, if not forfeited under these rules.

20. Performance Security.- (1) The performance security shall be in the form of fixed deposit receipt of nationalized bank or scheduled bank or national saving certificate and duly pledged in favour of the Mining Engineer or Assistant Mining Engineer concerned or bank guarantee of nationalized bank or scheduled bank in favour of the Mining Engineer or Assistant Mining Engineer concerned as specified in Form -5 or any other form of securities notified by the Government for due observance of the performance of the mineral concession.

(2) The amount of performance security deposit shall be,-

(i) a sum equal to annual dead rent for mining lease; and

(ii) a sum equal to annual licence fee for quarry licence.
(3) The existing lessee or quarry licencee shall deposit performance security equivalent to the dead rent or annual licence fee, as the case may be, to the Mining Engineer or Assistant Mining Engineer concerned within six months from the date of commencement of these rules.

(4) The performance security shall stand revised proportionately, at the time of enhancement of the dead rent or quarry licence fee and the lessee or quarry licencee shall submit the difference of performance security within a period of sixty days.

(5) The performance security shall be adjusted against departmental dues of the concession holder on expiry or surrender or cancellation of the lease or licence, if any, otherwise it shall be refunded by the competent authority.

21. Execution of mining lease.- (1) The grantee shall deposit fees for map rupees one thousand and annual dead rent, security deposit, performance security, balance minimum guaranteed premium and requisite non judicial stamp papers within three months from the date of receipt of the order of grant for execution of the lease deed.

(2) The lease deed shall be executed in Form - 6 within three months from the date of receipt of order of grant and the Mining Engineer concerned shall sign the agreement on behalf of the Governor as required under Article 299 of the Constitution of India.

(3) The lease deed shall be got registered at the office of sub-registrar and grantee shall return original lease deed to the Mining Engineer or Assistant Mining Engineer concerned within a period of two months from the date of registration.

(4) If the grantee fails to comply with the provisions of sub-rule (1), (2) and (3) within stipulated time period, the competent authority shall revoke the sanction order and forfeit premium amount, security deposit and performance security deposited by the grantee:

Provided that if the grantee fails to complete the formalities mentioned in sub-rule (1), (2) and (3) within stipulated time period and applies for time extension before revocation of the order of grant, the competent authority may allow such period subject to maximum of one year for completion of formalities and execution of the lease deed on payment of late fee at the rate of nine percent of annual dead rent for every month of delay or part thereof.

Provided further that in case lease deed is not executed or registered deed is not submitted within specified period and grantee is not bonafidey responsible for the delay, and apply for extension of time, the competent authority may allow such period subject to maximum of one year for execution of the lease deed without payment of late fee.

Provided also that where period of delay for execution of lease deed exceeds one year due to any reason and revocation order has not been issued, the Director may allow further period for completion of formalities and execution of the lease deed on an application submitted
by the grantee with payment of late fee at the rate of fifteen percent of annual dead rent for every month of delay or part thereof.

Provided also that where period of delay for execution of lease deed exceeds one year and grantee is not bonafidely responsible for the delay and revocation order has not been issued, the Director may allow further period for completion of formalities and execution of the lease deed on an application submitted by the grantee without payment of late fee.

(5) Notwithstanding anything contained in sub-rule (4), where the execution or registration of lease deed could not be completed due to any reason which is not on account of bonafide lapse of the grantee, sanction may be revoked by the competent authority after taking prior approval of the Director and in such case any amount of dead rent, minimum guaranteed premium, performance security and security deposited by grantee shall be refunded.

(6) The currency of lease shall be from the date of registration of the lease deed unless otherwise stated.

(7) The Mining Engineer or Assistant Mining Engineer concerned shall intimate the competent revenue authority to enter the mining lease area as mineral bearing area in the revenue record.

22. Registers for mineral concession.- (1) A register of applications for mining lease shall be maintained online by the Mining Engineer or Assistant Mining Engineer concerned in Form -8.

(2) A register of mining lease shall be maintained online by the Mining Engineer or Assistant Mining Engineer concerned in Form -9.

(3) A register of application for quarry licence shall be maintained online by the Mining Engineer or Assistant Mining Engineer concerned in the Form -10.

(4) A register of quarry licences shall be maintained online by the Mining Engineer or Assistant Mining Engineer concerned in the Form -11.

23. Dead rent, royalty of mining leases and its revision.- (1) The holder of mining lease, granted on or after the commencement of these rules, shall pay to the Government, every year, dead rent at such rate as may be specified, for the time being in Schedule III, for all the areas included in the instrument of lease.

Provided that where lease is granted for more than one mineral, the lessee shall be liable to pay dead rent of mineral having higher rate of dead rent.

(2) Notwithstanding anything contained in the instrument of the lease or any law or rules in force at the time of commencement of these rules, holder of mining lease of any mineral granted under the Mineral Concession Rules, 1960 and subsequently such mineral declared as minor mineral or holder of mining lease granted under the Rajasthan Minor Mineral Concession Rules, 1986, shall pay to the Government,
from the date of commencement of these rules, the dead rent calculated at the rate as specified in Schedule III, as amended from time to time, for all the areas included in the instrument of lease.

(3) The amount of existing dead rent shall not be reduced if it is more than the dead rent calculated as per sub-rule (2).

(4) If the holder of such mining lease becomes liable to pay royalty for any mineral removed or consumed by him or his agent, manager, employee, contractor from the leased area, he shall be liable to pay either such royalty or the dead rent in respect in that area, whichever is higher.

(5) The State Government may, by notification in the Official Gazette, amend the Schedule II and Schedule III so as to enhance the rate at which royalty and dead rent shall be payable in respect of any mineral in accordance with the provisions of these rules with effect from such date as may be specified:

Provided that no enhancement in the rate of royalty and dead rent shall be made before a period of three years from the date of such previous enhancement.

24. Annual licence fee for quarry licence.- (1) The annual licence fee for a quarry licence shall be recommended by the following committee:-

(i) Additional Director Mines (HQ);
(ii) Financial Adviser;
(iii) Superintending Mining Engineer (HQ-III); and
(iv) Superintending Mining Engineer concerned.

Provided that the minimum annual licence fee for the existing quarry licence shall not be less than rupees two thousand per year.

(2) The final decision on the recommendations of the committee mentioned in sub-rule (1) shall be taken by the Director. The licence fee shall be paid annually in advance:

Provided that annual licence fee shall not be enhanced more than once during any period of three years.

25. Surrender of mineral or area of mining lease.- (1) A lessee holding a mining lease for a group of minerals may apply for surrender of any mineral from a lease along with a non-refundable fee of rupees five thousand to the Mining Engineer or Assistant Mining Engineer concerned on the ground that deposits of that mineral have since exhausted or depleted to such an extent that it is no longer economical to work the mineral, the competent authority may permit the lessee to surrender that mineral subject to the condition that he shall not cause any hindrance in the working of the mineral so surrendered by him. A mining lease in respect of that mineral may be subsequently granted to any other person:

Provided that once the mineral has been surrendered, such mineral shall not be included or granted to the same lessee in future.
(2) The lessee may surrender the lease at any time by giving an application to the Mining Engineer or Assistant Mining Engineer concerned, along with a non-refundable fee of rupees five thousand, no dues of the lease over and above the performance security and compliance report of final mine closure plan, the surrender of lease shall be accepted by the competent authority with immediate effect:

Provided that surrender of lease shall be accepted after six months from the date of application, if there remains any dues over and above the performance security against the lessee on the date of submitting surrender application.

Provided further that final mine closure plan shall not be required, in case no mining is done in the surrendered area.

Provided also that if closure plan is not found to be implemented, financial assurance shall be forfeited and shall be contributed towards District Mineral Foundation Trust.

(3) The lessee may surrender a part of the lease area by submitting an application to the Mining Engineer or Assistant Mining Engineer concerned, along with a non-refundable fee of rupees five thousand, scanned copy of plan and description report showing retained and part of the area to be surrendered, no dues certificate of the lease and compliance report of final mine closure plan of the area being surrendered. Part surrender of the area may be accepted by the competent authority subject to the following conditions:

(i) As far as possible the retained area shall be rectangular; and

(ii) The retained area in each block shall not less than the minimum area specified in Schedule I:

Provided that where, retained area remains in more than one block, part surrender shall be accepted with prior approval of the Director.

Provided further that in case of mineral bajri (river sand), part surrender shall not be accepted.

(4) The lessee, in case of part surrender of the lease, shall submit within three months from the date of order, an approved copy of mine plan along with progressive closure plan of retained area:

Provided that final mine closure plan shall not be required, in case mining has not been done in the part surrendered area.

(5) The dead rent of the retained area, in case of part surrender, shall be calculated as specified in Schedule III.

26. Surrender of quarry licence.- The licencee may apply for surrender of the quarry licence at any time by giving an application in writing to Mining Engineer or Assistant Mining Engineer concerned at least fifteen days before the intended date of surrender. The Mining Engineer or Assistant Mining Engineer concerned shall accept the surrender if the licencee has carried out the protective, reclamation and
rehabilitation work in accordance with the mine closure plan or scheme but it shall not be necessary if no mining operation was carried out. The amount of licence fee for the balance period of the licence shall not be refunded but the security amount and performance security shall be refunded if no dues are outstanding:

Provided that if closure plan is not found to be implemented, financial assurance shall be forfeited and shall be contributed towards District Mineral Foundation Trust.

27. Transfer of mineral concession.- (1) The lessee or licencee shall not, without the previous consent in writing of the competent authority,-

(i) assign, sublet, mortgage or in any other manner transfer the lease or licence or any right, title or interest therein; and

(ii) enter into or make any bona-fide arrangement, contract or understanding whereby the lessee or licencee will or may be directly or indirectly financed to a substantial extent by or under which the mining operations or undertakings will or may be substantially controlled by, any person or body of persons other than the lessee or licencee:

Provided that where the mortgagee is a state institution or a bank or a state corporation, the lessee or licencee shall inform the Mining Engineer or Assistant Mining Engineer concerned about any mortgage, within a period of one month from the date of mortgage or assignment.

(2) Every application for transfer of mining lease or quarry licence shall be submitted to Mining Engineer or Assistant Mining Engineer concerned along with,-

(i) a non-refundable application fee of rupees twenty five thousand for mining lease or ten thousand for quarry licence, as the case may be;

(ii) undertaking to pay one time premium on the basis of residual period of lease or licence as per sub-rule (9):

Provided that lease or licence granted through tender or auction shall not require to submit such undertaking.

(iii) a valid no dues certificate of transferor, transferee and their family members from the Mining Engineer or Assistant Mining Engineer concerned if they holds or has held any mineral concession, royalty collection contract or excess royalty collection contract in the State:
Provided that in case the transferor and transferee is an association of person, a partnership firm or a private limited company, such certificate shall also be furnished by all the members of association of person, all the partners of the partnership firm or all the directors of the private limited company, as the case may be. No dues certificate is to be submitted by the company or undertaking in case of limited company or government undertaking, as the case may be.

Provided further that no dues certificate shall not be required where, transferee has furnished an affidavit to the satisfaction of the Government, stating that he/she/it or his/her family member does not or did not hold any mineral concession or royalty collection contract or excess royalty collection contract in the State.

Provided also that where any injunction has been issued by the competent court or authority staying the recovery of the dues, non-payment thereof shall not be treated as a disqualification for transfer of lease or licence.

(iv) an affidavit giving particulars of mineral-wise areas already held under mining lease, prospecting licence or quarry licence by the transferor and transferee or with any person having joint interest or already granted but not executed or registered or applied but not granted;

(v) an affidavit by the transferee stating that he shall be abide by all the terms, conditions and liabilities of lease or licence; and

(vi) an affidavit by the transferor and transferee stating that the amount of transaction agreed between them for transfer of lease or licence in lieu of investment incurred by the transferor.

(3) The competent authority shall dispose off the application for transfer of mining lease or licence within a period of three months from the date of its receipt:

Provided that where application is not disposed off within time limits, the application shall be disposed by next higher authority.

Provided further that transfer of mining lease or quarry licence shall not be considered as a matter of right and the competent authority may refuse such transfer for the reasons to be recorded in writing and same shall be communicated to the lessee.

Provided also that where transfer application for mining lease or quarry licence is not complete in all material particulars or is not accompanied by the required documents or any additional information or documents as specified by the Government, a thirty days notice shall be
given by the competent authority requiring the applicant to complete the application or provide documents, as the case may be, failing which the transfer application shall be rejected with forfeiture of application fee by the competent authority.

(4) Where order for transfer of a mining lease has been issued, a transfer lease deed in Form-12 shall be executed within three months from the date of the order or within such period as the competent authority may allow:

Provided that in case of a quarry licence an entry to this effect shall be made in the licence and quarry licence register.

(5) The transfer of lease shall be effective from the day of registration of transfer lease deed whereas transfer of licence shall be effective from the date of entry in the quarry licence.

(6) Transfer lease deed in case of mining lease shall be registered within two months from the execution of transfer deed and shall be returned to the Mining Engineer or Assistant Mining Engineer concerned.

Provided that if transfer deed has not been executed or got registered within the stipulated time, the order for transfer shall be revoked by the competent authority with forfeiture of transfer application fee and premium.

(7) The following cases shall also be treated as transfer,

(i) change from one form of business organization to another form of business organization i.e. partnership, limited liability partnership, private limited company, public limited company or any form of business activities recognized by any law to another form of business organization;

(ii) change in partner of a partnership firm;

(iii) the transfer of shares in a company, resulting in the change of control of management or ownership right of the said company;

(iv) merger or amalgamation of the lessee's or licensee's company into another company; and

(v) change of a private limited company to limited company:

Provided that in case of death of any partner or director in a firm or company and mutation has been made in favour of his legal heir, it shall not be treated as transfer but if application of mutation is not made, it shall be treated as transfer.

(8) The lessee or licencee shall inform regarding any change as mentioned in sub-rule (7) to the Mining Engineer or Assistant Mining Engineer concerned within sixty days along with the application fee and premium amount as per sub-rule (9). In such case, the transfer shall be effective from the date of such change of partner or director, as the case may be, under relevant law.
(9) Transfer of lease or licence shall be permitted subject to payment of one time premium at the time of transfer and shall not be adjusted against dead rent, annual license fees or royalty, as the case may be, as mentioned below:

Provided that amount of premium shall not be more than ten lacs.

Provided further that lessee or licencee who obtained lease or licence through tender or auction shall not be required to pay additional premium amount over and above the existing premium amount.

(10) Mining lease or quarry licence granted before the commencement of these rules to a person under any category by way of lottery shall not be transferred to any other category.

(11) Lock-in period for transfer of mineral concession granted other than through auction shall be one year and subsequent transfer shall be allowed subject to condition that at least one year has elapsed since last transfer:

Provided that above lock-in period shall not be applicable in cases specified in clause (i) to (v) of sub-rule (7).

(12) Mining lease of bajri (river sand) shall not be transferred.

### CHAPTER IV

**TERMS AND CONDITIONS OF MINERAL CONCESSION**

**28. Terms and Conditions of mining lease or quarry licence**.-

(1) Every mining lease or quarry licence shall be subject to the following conditions:

(i) No person shall undertake any mining operations of any minor mineral in any area within the state except under and in accordance with these rules;

(ii) (a) The lessee or licencee shall pay contribution to the District Mineral Foundation Trust fund as
per rates specified in the District Mineral Foundation Trust Rules, 2016, as amended from time to time;

(b) The lessee or licencee of lease or licence granted after commencement of these rules, shall also pay premium amount as specified in rule 4, 5, 6 and 13; and

(c) the lessee or licencee shall also pay surface rent of government land to the Revenue Department for surface area used by him for the purpose of mining, as per the rates prevalent in the area;

(iii) The lessee or licencee shall pay all dues in the office of such officer, in such manner, at such place and time as may be specified by the Government;

(iv) The lessee or licencee shall at his own expense erect and at all-time maintain and keep in repair boundary pillars and marks according to the plan and demarcation report in following manner:-

(a) each corner of the lease or licence area shall have a boundary pillar (corner pillar);

(b) there shall be erected intermediate boundary pillars between the corner pillars in such a way that each pillar is visible from the adjacent pillar located on either side of it;

(c) the pillars shall be of square pyramid frustum shaped above the surface and cuboid shaped below the surface;

(d) each pillar shall be of reinforced cement concrete;

(e) the corner pillars shall have a base of 0.30m X 0.30m and height of 1.30m of which 0.70m shall be above ground level and 0.60m below the ground;

(f) the intermediate pillars shall have a base of 0.25m X 0.25m and height of 1.0m of which 0.70m shall be above ground level and 0.30m below the ground;

(g) all the pillars shall be painted in yellow colour and the top ten centimeters in red colour by enamel paint and shall be grouted with cement concrete;

(h) on all corner pillars, distance and bearing to the forward and backward pillars and latitude and longitude shall be marked;
(i) each pillar shall have serial number in a clockwise direction and the number shall be engraved on the pillars;

(j) the serial number of pillar shall be the number of the individual pillar as per the lease or licence;

(k) the location and number of the pillars shall also be shown in the surface plan and other plans maintained by the lessee or licensee; and

(l) in case of forest area within the lease or licence, the size and construction and colour of the boundary pillars shall be as per the norms specified by the Forest Department in this behalf;

(v) The lessee or licensee shall not erect, set-up or place any building or thing and shall not carry on surface operations 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 Government may determine as public ground or in such a manner as to injure or prejudicially affect any building, works, property or rights of other persons;

(vi) The lessee or licensee shall not carry on his operations in a manner that would injure or prejudicially effect any buildings, works, property or rights of other persons and no land will be used by the lessee or licensee for surface operations which is already occupied by persons other than the Government for works or purposes not included in the mining lease;

(vii) The lessee or licensee shall give notice of commencement of any mining operations to the authorities as per section 16 of the Mines Act, 1952 and also to the Mining Engineer or Assistant Mining Engineer concerned at least one month before the commencement of any mining operation;

(viii) The lessee or lessees shall commence mining operations within six months from the date of commencement of the lease or licence and thereafter carry on such operations effectively in a proper skilful and workman like manner both as regards prevention of waste by removal of sufficient overburden, careful storage of waste and drainage and as regards removal of all valuable minerals within the mine. The lessee or licensee shall work in workman like manner for systematic, scientific and environment friendly mining so as to
ensure systematic development, conservation of mineral deposits, protection of environment and safety of man and machinery.
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.

(ix) The lessee or licencee shall allow reasonable facilities for access to mineral concession holder of any land which is comprised in or is reached by the land held by the lessee or licencee:

Provided that no substantial hindrance or interference shall be caused by such holders of licences or leases to the operations of the lessee or licencee and fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the Government) shall be paid by them to the lessee or licencee for any loss or damage sustained by the lessee or licencee by reason of the exercise of this liberty.

Provided further that in case of licence, the directions of the Mining Engineer or Assistant Mining Engineer concerned shall be final and binding regarding any dispute about the approach road;

(x) The lessee or licencee shall allow any officer authorised by the Central or State Government to enter upon any building, excavation or land comprised in the lease or licence for the purpose of inspecting the same and shall abide by the instructions issued by him;

(xi) The lessee or licencee shall pay such compensation as may be assessed by lawful authority in accordance with the law or rules or order in force on the subject for all damages, injuries or disturbances which may be done by him and shall indemnify and keep indemnified fully and completely, the Government against such damages, injury or disturbance and all cost and expenses in connection therewith;

(xii) The lessee or licencee shall strengthen and support to the satisfaction of the railway administration concerned or the Government, as the case may be, any part of the mine which, in his opinion, requires such strengthening or support for the safety of any railway, reservoir, canal, road and any other public works or structures;

(xiii) The lessee or licencee shall forthwith report to the Mining Engineer or Assistant Mining Engineer
concerned any accident which occurs at or in the said premises;

(xiv) The lessee or licencee shall report to the Mining Engineer or Assistant Mining Engineer concerned the discovery of any mineral not specified in the lease or licence within thirty days of such discovery. If lessee or licencee does not apply for inclusion of such mineral, lease or licence may be terminated and new lease or licence shall be granted through e-auction.

(xv) The lessee or licencee shall not win and disposed off any minor mineral not specified in the lease or licence unless it is included in the lease or licence or a separate lease or licence is obtained. In such case the dead rent shall be charged for the mineral whose dead rent is higher as specified in Schedule III and royalty shall be payable for each mineral separately. If lessee or licencee does not apply for inclusion of such mineral, lease or licence may be terminated and new lease or licence shall be granted through e-auction:

Provided that newly discovered mineral, in the lease or licence granted otherwise than through auction, shall be included subject to payment of one time premium equal to annual dead rent or licence fee.

Provided further that newly discovered mineral, in the lease licence granted through auction, shall be included subject to payment of premium amount as mentioned in sub-rule (5) rule 13;

(xvi) The lessee or licencee shall not carry on, or allow to be carried on, any mining operations at any point within a distance of forty five meters from any railway line, except under and in accordance with the written permission of the railway administration concerned or under or beneath any ropeway or ropeway trestle or station, except under and in accordance with the written permission of the authority owning the ropeway or from any public roads (excluding mines approach road or village roads), reservoir, canal or other public place or buildings, pillars of railway and road bridge or inhabited site except with the previous permission of the Collector or any other officer authorised by the State or Central Government and otherwise then in accordance with such instructions, restrictions and conditions either general or specific as may be attached to such permissions. The said distance of forty five meters shall be measured in the case of public roads (excluding mines approach road...
or village roads), 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 thereof;

(xvii) The lessee or licencee shall not, in the case of mines approach road or village roads (including any track shown in the revenue record as village road), allow any working to be carried on within a distance of ten 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 or Central Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or specific, which may be attached to such permission;

(xviii) The lessee or licencee shall not pay a wage less than the minimum wages prescribed by the Central or the State Government under the Minimum Wages Act, 1948;

(xix) The lessee or licencee shall intimate to the Mining Engineer or Assistant Mining Engineer concerned about any change of:-

(a) one form of business organization to another form of business organization i.e. proprietorship, partnership, limited liability partnership, private limited company, public limited company or any form of business activities recognized by any law to another form of business organization;

(b) change in partner of a partnership firm;

(c) the transfer of shares in a company, resulting in the change of control of management or ownership right of the said company;

(d) merger or amalgamation of one company into another company; and

(e) change of a private limited company to limited company,

as the case may be, within sixty days from the date of commencement of these rules or from the date of such change, whichever later:

Provided that if the lessee or licencee fails to intimate the above mentioned change within the specified time, same may be submitted on payment of late fee at the rate of rupees five hundred per day of delay, subject to maximum of rupees two lacs;

(xx) The lessee or licencee may, after paying the rents and royalties payable hereunder or under the lease deed or licence, on the expiry or termination of the lease or
licence term or within three calendar months thereafter, take down and remove for its own benefit, all or any mineral excavated during the currency of the lease or licence, 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 or licencee in or upon the leased or licenced lands and which the lessee or licencee is not bound to deliver to the Government or which the Government does not desire to purchase:

Provided that the lessee of mineral bajri (river sand) shall not have any right to remove any stock of bajri after the expiry of the lease period or receipt of the order of determination of the lease.

(xxii) If at the end of three calendar months after the expiry or termination of the lease or licence term there shall remain in or upon the leased or licenced land, any mineral, engines, machinery, plant, buildings structures, tramways, railways and other works, erections and conveniences or other property which are not required by the lessee or licencee in connection with operations in any other lands held by it under lease or licence, the same shall, if not removed by the lessee or licencee within one calendar month of being notified to do so by the Government, be deemed to become the property of the Government and may be sold or disposed off in such manner as the Government shall deem fit without liability to pay any compensation or to account to the lessee or licencee in respect thereof;

(xxii) A mining lease or licence may contain such other conditions as the Government may deem necessary in regard to the following, namely:-

(a) compensation for damage to land in respect of which the lease or licence has been granted;
(b) restrictions regarding felling of trees on unoccupied and unreserved Government land;
(c) the restriction of surface operations in any area prohibited by any authority;
(d) the entering and working in a reserved or protected forest;
(e) the securing of pits and shafts;
(f) the power to take possession of the plant, machinery, premises and mines in the event of war or emergency; and
(g) filing of civil suits or petitions relating to disputes arising out of the area under lease or licence;

(xxiii) Subject to the conditions mentioned in this rule, the lessee or licencee shall, with respect to the land leased or licenced to him, have the right for the purpose of mining operations on that land,—
(a) to work the mines;
(b) to sink pits and shafts and construct roads;
(c) to erect building, plant and machinery;
(d) to quarry and obtain building and road materials and make bricks;
(e) to use water;
(f) to use land for stacking purpose; and
(g) to do any other thing specified in the lease or licence;

(xxiv) If the lessee or licencee holding a mining lease or licence, is convicted of illegal mining and there are no interim orders of any court of law suspending the operation of the order of such conviction in appeals pending against such conviction in any court of law, the Government may, without prejudice to any other proceedings that may be taken under the Act or the rules made thereunder, after giving such lessee or licencee an opportunity of being heard and for reasons to be recorded in writing and communicated to the lessee or licencee, terminate such mining lease or licence and forfeit whole or part of the security; and

(xxv) The Mining Engineer or Assistant Mining Engineer concerned may, by an order in writing prohibit mining in whole or part of the lease or licence area, if in his opinion such operation is likely to cause premature collapse of any part of the workings or otherwise endanger the mine or quarry or the safety of persons employed therein, or there is danger as regards to outbreak of fire or flooding or such operations may cause damage to any property:

Provided that Mining Engineer or Assistant Mining Engineer concerned shall obtain prior approval or post facto approval within fifteen days, depending upon emergency, from Superintending Mining Engineer concerned regarding instructions for prohibition of mining operation and mining in such area shall only be resumed with prior written approval of Superintending Mining Engineer concerned.
(2) Every mining lease shall be subject to the following additional conditions:-

(i) The holder of a lease granted before or on or after the commencement of these rules, shall notwithstanding anything contained in the instrument of lease or any law or rules in force at such commencement, pay royalty in respect of any mineral removed by him and/ or consumed within the leased area at the rates specified in Schedule II;

(ii) The lessee shall pay, for every year, such yearly dead rent in advance, as may be fixed by the Government and if the lease is granted for more than one mineral, the dead rent for the mineral which is higher as per Schedule III shall be charged, but separate dead rent shall not be charged in respect of each mineral:

Provided that the lessee shall be liable to pay dead rent or royalty whichever is higher but not both.

(iii) The lessee may erect on the area granted to him, any building required for bonafide purpose and such building shall be the property of the Government after the expiry of the lease or earlier determination or surrender of the lease:

Provided that in case of mining lease of mineral bajri (river sand), the lessee shall not erect any building in the lease area;

(iv) (a) The lessee shall keep accurate and faithful accounts of all minerals excavated from the mines, the quantity lying in stock at the mines, the quantity dispatched and utilised along with the number of persons employed in Form -13 and record of rawanna issued in rawanna register in Form -14. It shall contain particulars regarding the quantity of mineral sold or utilized, its value and name of person or firm to whom sold;

(b) The lessee shall keep production of all the minerals within the limits of mine plan or permitted under applicable laws:

Provided that if lessee has excavated and dispatched mineral to the extent of ten percent over and above the quantity specified in the mine plan or permitted under applicable laws, only single time royalty and quantity more than ten percent but up to twenty five percent, two times of royalty on entire quantity over and
above specified in the mine plan or permitted under applicable laws shall be recovered and any quantity more than twenty five percent, entire quantity over and above specified in the mine plan or permitted under applicable laws shall be treated as unauthorized excavation and lessee shall be liable to pay cost of such excess mineral which shall be computed as ten times of the royalty payable at the prevalent rate, without affecting the powers of taking action by the other departments;

(c) The lessee shall maintain upto date plans of the mines and shall also allow any officer of the department authorised by the Director to examine or audit such accounts and plans at any time and shall furnish him other information as may be required;

(d) The lessee shall furnish monthly online return in the Form -15 by the 15th day of the following month and online annual return in Form -16 within three month from the date of expiry of the financial year. The receipt of annual return shall be acknowledged in Form -17:

Provided that if the lessee fails to submit online monthly returns or annual return within the specified time above, same may be submitted on payment of late fee at the rate of rupees five hundred per day of delay, subject to maximum of rupees fifty thousand;

(e) The lessee shall not remove, dispatch or utilize the mineral from the mines without valid rawanna generated by the system or issued by the department in Form -18 or any other system notified by the Government; and

(f) the lessee shall store and maintain proper accounts of unutilized or non-saleable sub-grade minerals stored within the lease area for future beneficiation;

(v) The lessee shall comply with the provisions of the Act and rules made thereunder including the rules made under section 18;

(vi) The Government or competent authority shall from time to time and at all times during the term of lease have the right (to be exercised by notice, in writing to the lessee) of pre-emption of the said minerals (and all products
thereof) lying in or upon the said land hereby demised or elsewhere under the control of the lessee and the lessee shall deliver all minerals or products to the Government at current market rates in such quantities and in the manner and at the place specified in the notice exercising the said right;

(vii) The lessee shall have to deliver the possession of area of the lease, where the lease is declared as a protected area under the Ancient Monuments Preservation Act, 1904 or any other law to the State Government without claiming any compensation;

(viii) The lessee shall permit to the representative of the Government, to collect sample of all rocks found in mines or raised therefrom and all intermediate and finished products sold or intended to be sold by the lessee;

(ix) The lessee shall be abstain from entering upon the surface of any occupied Government land or of any private land comprised within the leased area without obtaining prior consent of the occupant in writing;

(x) The competent authority may with the prior approval of the Government impose such special conditions as deemed necessary, in the interest of mineral development;

(xi) In case of mining lease of mineral bajri (river sand) or area where letter of intent holder has been permitted for extraction of bajri (river sand), the lessee or letter of intent holder shall,-

(a) abstain from mining beyond a depth of three meters from the surface or below the water level of river or nallah whichever is less and shall work in such a manner that natural flow path of river or nallah is not altered;

(b) have no claims whatsoever under any circumstances for non-operation due to floods or heavy rains or any other situation during the lease period;

(c) carry out mining operations after leaving a buffer zone of three meters from the river bank;

(d) make their own arrangement for installation of computerised weigh bridge and CCTV camera on check post; and

(e) not extract bajri within five hundred meters from any crucial hydraulic structure such as pumping station, water intake and bridge;
(xii) The existing lessees on the day of commencement these rules, shall obtain surface rights or consent of the landowner on mutually agreed before starting mining operation in the area or part thereof where land is not owned by lessee:

Provided that no fresh consent of the owner of the land would be required where such consent has already been obtained.

(xiii) The lessee shall, in the matter of employment, give preference to the tribal’s and to the persons who become displaced because of the taking up of mining operations;

(xiv) The lessee shall permit students of mining and geological institutions approved by the Government to acquire practical training of the mines and plants operated by him and provide all necessary facilities required for the training;

(xv) The lessee or lessees shall, when mandated by the Government, provide and at all times keep at or near the pit head or each of the pit heads or in nearby cluster area at which the minerals shall be brought to bank, a properly constructed and efficient computerized weighing machine and shall weigh or cause to be weighed thereon all the said minerals, from time to time, brought to bank, sold, exported and converted and also the converted products. The lessee shall at the close of each day cause the total weights, ascertained by such means of the said minerals raised, sold, exported and converted during the previous twenty four hours, to be entered in the books of accounts maintained by the lessee. The lessee shall at all times during the term of the lease, permit the Government to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee:

Provided that the Government may instruct the lessee to weigh the mineral at the designated weigh bridge and the lessee shall get the vehicles weighted at such weigh bridge and such weighment shall be taken into accounts.

(xvi) The lessee shall at any time or times during the term of the lease, allow any person or persons appointed in that behalf by the Government to examine and test every computerized weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and
in good repair and order. If upon any such examination or testing, any such weighing machine or weights shall be found incorrect or out of repair or order, the Government may require that the same be adjusted, repaired and put in order by and at the expense of the lessee. If such requisition is not complied with within thirty days after the same has been made, the Government may cause such weighing machine or weights to be adjusted, repaired and put in order at the expense of the lessee. If upon any such examination or testing as aforesaid, any error is discovered in any weighing machine or weights to the prejudice of the Government, such error shall be regarded as having existed for three calendar months prior to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights, in case such occasion is within the said period of three months, and the lessee shall pay the royalty accounted for accordingly:

(xvii) (a) In case of any breach on the part of the lessee of any covenant or condition contained in the lease, the competent authority may determine the lease with prior approval of next higher authority and take possession of the said premises and forfeit the security deposit or in the alternative may impose penalty as specified in Schedule IV:

Provided that decision on termination of lease on breaches other than dues shall be taken by the Director on the recommendation of a committee comprising Additional Director Mines (HQ), Deputy Legal Remembrance and Superintending Mining Engineer (HQ), concerned.

Provided further that decision of termination of lease shall be taken only if the lessee has failed to remedy the breach, after serving of a thirty days’ notice; and

(b) The competent authority may also at any time after serving the aforesaid notice enter upon the said premises and seize all or any of the minerals or movable property therein and may carry away or order the sale of the property so seized or so much of it as will suffice for the satisfaction of the rent or royalty due and all cost and expenses occasioned by the non-payment thereof:
Provided that non-compliance with or violation of the terms and conditions or misbehavior by the lessee may also be punished by debarring him for a period upto five years for any future allotment of mineral concession or contract.

(xviii) The lessee shall deliver up the lease premises and all mines (if any) dug therein in a proper and workable state (save in respect of any working as to which the Government might have sanctioned abandonment) to the concerned authority as soon as the lease is determined; and

(xx) The Government may determine the lease, if it considers that the mineral under the lease is required for establishing an industry beneficial to the public by delivering a six month prior notice in writing:

Provided that no such notice shall be necessary in the event of war or national emergency.

(3) Every quarry licence shall be subject to the following additional conditions:

(i) The licencee or his agent, contractor, assignee, transporter etc. shall pay in addition to the annual licence fee, royalty at departmental 'Naka' or to the royalty collection contractor, as the case may be, at the rate specified in the Schedule II;

(ii) The licencee shall pay annual licence fee in advance to the Government on or before 1\textsuperscript{st} day of April. If the annual licence fee is not paid on the due date, the same shall be recoverable along with a penalty equivalent to ten percent of the annual licence fee upto a period of three months from the due date of payment. Failing which licence may be terminated after giving a thirty day’s notice;

(iii) The licencee shall deposit a sum equal to one fourth of the annual licence fee as security deposit and the annual licence fee as performance security for the due observance of the terms and conditions of the licence. The existing licencee shall also have to deposit a sum equal to annual licence fee as performance security to the Mining Engineer or Assistant Mining Engineer concerned within six months from the date of commencement of these rules;

(iv) The licencee shall pay such amount per year or part thereof to the Government for removal of dump from the
quarry at such rate and at such time as may be fixed by the Government;

(v) The licensee shall have the liberty at all times during the period of the licence in respect of the plot or land for which licence is sanctioned to enter upon the area and to mine, bore, dig, drill, win, work, stock, dress, process, convert, carry away and dispose of the said mineral or to install, erect, maintain, construct and use cutting, processing unit or stock;

(vi) The licensee shall confine workings within the limits of the plot or area allotted to him. In case the licensee is found working outside the boundary of his allotted plot or area, the licence may be cancelled by the Mining Engineer or Assistant Mining Engineer concerned:

Provided that no such action shall be taken against the licensee without giving him an opportunity of being heard by giving a thirty day’s notice.

(vii) The licensee shall take all necessary measures to ensure health and safety of labours employed in the quarry and shall comply with all the provisions of law time being in force;

(viii) The licensee shall maintain and keep ready for inspection, daily attendance register of labours employed in the quarry, in the performa as prescribed in the Mines Rules, 1955. The licensee shall also furnish a list of labours, along with their addresses, employed by him in the preceding quarter to the Mining Engineer or Assistant Mining Engineer concerned and district level officer of the Labour Department, Government of Rajasthan within seven days from the end of each quarter;

(ix) The Mining Engineer or Assistant Mining Engineer concerned may issue directions in respect of mining methods, removal and disposal of over burden, stacking of minerals, payment of royalties and other connected matters; and

(x) If the licensee commits breach of any terms of the licence or any provision of the rules or fails to comply with the directions given by the Mining Engineer or Assistant Mining Engineer concerned within the period specified by him, the Mining Engineer or Assistant Mining Engineer concerned may after giving thirty day’s notice to remedy the breach or to comply the directions, may impose penalty upto rupees ten thousand or may cancel the licence after obtaining prior approval from
Superintending Mining Engineer concerned and forfeit the security deposits and licence fee:

Provided that decision of termination of licence on breaches other than dues shall be taken by the Director on the recommendation of a committee comprising Additional Director Mines (HQ), Deputy Legal Remembrance and Superintending Mining Engineer (HQ), concerned.

Provided further that decision of termination of licence shall be taken only if the licencee has failed to remedy the breach, after serving of a thirty days’ notice.

CHAPTER V
MINERAL CONSERVATION AND DEVELOPMENT

29. Mine plan and mine closure plan.- (1) No quarry licence having area more than one hectare and mining lease shall be granted unless there is a mining plan duly approved by the competent authority.

(2) No quarry licence having area one hectare or less or short term permit of an area up to one hectare shall be granted unless there is a simplified mining scheme duly approved by the Mining Engineer or Assistant Mining Engineer concerned.

(3) Mining plan or simplified mining scheme shall be prepared by a person who holds a degree in mining engineering or a post-graduate degree in geology granted by a University established or incorporated by or under a Central Act, a Provincial Act or a State Act, including any institutions recognised by the University Grants Commission established under section 4 of the University Grants Commission Act, 1956 or any equivalent qualification granted by any University or institution outside India and have a professional experience of two years of working in a supervisory capacity in the field of mining after obtaining a degree or three years full time diploma certificate in mining engineering awarded by the State Technical Education Boards and have a professional experience of five years of working in a supervisory capacity in the field of mining after obtaining diploma.

(4) A person who prepares a mining plan or simplified mining scheme may also carry out modification of the existing mining plan or scheme.

(5) An applicant or holder of mining lease or quarry licence shall submit to the competent authority a mining plan or simplified mining scheme, as the case may be, along with a non-refundable fee of rupees five thousand within a period of three months from the date on which such communication is received or such other period as may be allowed by the competent authority for approval. The said mining plan or simplified mining scheme shall incorporate,-

(i) the plan of the precise area showing the nature and extent of the mineral deposit, spot or spots where the
excavation is to be done in the first year and its extent, a
detailed cross-section and detailed plan of spots of
excavation based on the prospecting data gathered by the
applicant and a tentative scheme of mining for the first
five years of the lease, licence or short term permit;

(ii) details of the geology and lithology of the precise area
including mineral reserves of the area;

(iii) the extent of manual mining or mining by the use of
machinery and mechanical devices on the precise area;

(iv) the plan of the precise area showing natural water
courses, limits of reserved and other forest areas and
density of trees, if any, assessment of impact of mining
activity on forest, land surface and environment
including air and water pollution, details of scheme for
restoration of the area by afforestation, land reclamation,
use of pollution control devices and of such other
measures as may be directed by the Government, from
time to time;

(v) annual programme and plan for excavation on the
precise area from year to year for five years;

(vi) progressive mine closure plan, if the mining plan is for
the area exceeding one hectare; and

(vii) any other matter which the Director or any officer so
authorised may require the applicant to provide in the
mining plan or simplified mining scheme.

6) The competent authority shall convey his approval or refusal of the
mining plan or simplified mining scheme within ninety days from the
date of its receipt:

Provided that where approval or refusal of the scheme of mining
is not conveyed within the stipulated period, the mining plan or
simplified mining scheme shall be deemed to have been provisionally
approved and such approval shall be subject to final decision whenever
communicated.

7) The competent authority may require the holder of a mining lease or
quarry licence or short term permit to make such modifications in the
mining plan or simplified mining scheme or impose such conditions as it
may considers necessary by an order in writing if such modifications or
imposition of conditions are considered necessary.

8) A holder of a mining lease or quarry licence, desirous of seeking
modifications in the approved mining plan or simplified mining scheme
as are considered expedient, in the interest of safe and scientific mining,
conservation of mineral, or for the protection of environment, shall apply
along with a non-refundable fee of rupees two thousand to the competent
authority, setting forth the intended modifications and explaining the
reasons for the same. The competent authority may approve the
modifications or approve with such alterations as it may consider expedient.

(9) Where the holder of mining lease or quarry licence has not submitted approved mining plan or simplified mining scheme at the time of commencement of these rules, shall submit the same within a period of three months from the date of commencement of these rules, to the Mining Engineer or Assistant Mining Engineer concerned along with a penalty of rupees ten thousand:

Provided that where a holder of a lease or licence has not been able to submit the approved mining plan or simplified mining scheme within the time specified above, for reasons beyond his control, he may apply for extension of time stating the reasons of delay. The Mining Engineer or Assistant Mining Engineer concerned may allow the time to extend subject to payment of penalty at the rate of ten percent of dead rent or annual licence fee, as the case may be, per month of delay or part thereof.

(10) Every approved mining plan or simplified mining scheme shall be valid for the entire duration of the lease or licence. The lessee or licencee shall review the approved mining plan or scheme and submit a approved scheme of mining for the next five years of the lease or licence to the Mining Engineer or Assistant Mining Engineer concerned.

(11) The approved scheme of mining shall be submitted to the Mining Engineer or Assistant Mining Engineer concerned before the expiry of the five year’s period:

Provided that the mining operations by the lessee or licencee shall not be carried out or allowed to be carried out till the submission of approved scheme of mining.

(12) The lessee or licencee shall carry out mining operations in accordance with the approved mining plan or simplified mining scheme:

Provided that where mining operations are not carried out in accordance with the mining plan or simplified mining scheme, the Mining Engineer or Assistant Mining Engineer concerned with prior approval of Superintending Mining Engineer may pass an order for suspension of all or any of the mining operations and permit continuance of only such operations as may be necessary to restore the conditions in the mine as envisaged under the said mining plan or simplified mining scheme.

(13) Every mining lease or quarry licence shall have approved mine closure plan as a component of the approved mine plan or simplified mining scheme which shall be of two types,-

(i) a progressive mine closure plan; and

(ii) a final mine closure plan.

(14) Every lease or licence holder shall provide a financial assurance as a guarantee that the protective, reclamation and rehabilitation measures as envisaged in the mine closure plan will be carried out. For mining leases
and quarry licences having area more than 0.3 hectare, the amount of financial assurance shall be rupees fifteen thousand per hectare or part thereof for the area put to use for mining and allied activities and quarry licences having area less than 0.3 hectare, the amount of financial assurance shall be rupees five thousand. The amount shall be enhanced with the increase in the area of mining and allied activities:

Provided that the amount of financial assurance shall not be more than rupees thirty lacs.

(15) The financial assurance shall be submitted in the form of fixed deposit receipt from any nationalize bank or scheduled bank, duly pledged in favour of the Mining Engineer or Assistant Mining Engineer concerned or bank guarantee from any nationalize bank or scheduled bank in favour of the Mining Engineer or Assistant Mining Engineer concerned.

(16) The financial assurance shall be submitted prior to execution of the lease deed or sanction of licence to the Mining Engineer or Assistant Mining Engineer concerned. Where, lessee or licencee has not submitted financial assurance, the same shall be submitted within three months from the date of commencement of these rules with a penalty of rupees five thousand.

(17) The financial assurance shall be released on an application given by the lessee or licencee subject to condition that he has satisfactorily complied with the provisions of the closure plan and same shall be verified by the Mining Engineer or Assistant Mining Engineer concerned.

(18) Where the Mining Engineer or Assistant Mining Engineer concerned has reasonable grounds for believing that the protective, reclamation and rehabilitation measures as envisaged in the mine closure plan in respect of which financial assurance was given has not been carried out in accordance with the mine closure plan, either fully or partially, shall forfeit the amount of financial assurance along with interest accrued thereon and same shall be deposited in District Mineral Foundation Trust:

Provided that no such action shall be taken without giving an opportunity of being heard to lessee or licencee concerned.

(19) Working in mining lease, quarry licence or short term permit shall be performed by formation of benches. Such benches in mineral and overburden including weathered mineral shall be formed separately and the benches in overburden or weathered mineral shall be kept sufficiently in advance so that their working does not interfere with the working of mineral.

(20) In order to ensure optimum production with minimum waste generation, every lease, licence or short term permit holder shall endeavour to deploy machinery and equipment as per mining plan or simplified mining scheme.
(21) The non-saleable mineral at quarry or mine bottom shall regularly be collected and transported to the surface and staked separately. The quarry or mine floor shall be kept reasonably clear from debris. Small lumps of mineral shall, as far as possible, be segregated from the dumps and stacked separately for future use.

(22) The ground selected for dumping of top soil, overburden, waste material or non-saleable mineral shall be away from workings of quarry or mine.

(23) Before starting mining or quarrying operations, conceptual ultimate limits of the quarry or mine shall be determined and dumping ground shall be so selected that dumping is not carried out within the limits of the ultimate size of the quarry or mine except where simultaneous back filling is proposed.

30. Employment of qualified persons.- (1) The lessee or licencee shall employ, for the purpose of carrying out mining operations in accordance with these rules,-

(i) a whole-time Mining Engineer or a person possessing first class mine manager's certificate of competency issued by the Director General of Mines Safety and geologist, where mining operations are carried out by deployment of heavy mining machinery for deep hole drilling, excavation, loading and transport, or where the average employment exceeds one hundred and fifty per day;

(ii) a whole-time Mining Engineer or the person possessing second class mine manager's certificate of competency issued by the Director General of Mines Safety, where mining operations are carried out by deployment of heavy mining machinery for deep hole drilling, excavation, loading and transport, or where the average employment exceeds seventy five but less than one hundred and fifty per day; and

(iii) in case of any other mine, a person having degree in mining or diploma in mining with two year's experience in mining operations or geologist or the person possessing foreman's certificate of competency issued by the Director General of Mines Safety:

Provided that in case where area of lease or licence is up to one hectare and mining is carried out only by manual means, the person having qualification mentioned in clause (ii) or (iii) may work for a maximum of fifteen mining leases or fifty quarry licences, provided all such leases or licences are located within a radius of hundred kilometers.
Provided further that if any doubt arises about the lease or licence covered under clause (i), (ii) or (iii) above, it shall be referred to the Director for its decision whose decision shall be final.

Explanation: The expression ‘average employment’ means the average per day of the total employment of the mine during the preceding quarter (obtained by dividing the number of man-days worked by the number of working days).

(2) If the holder of a mining lease or quarry licence possesses qualification as mentioned in sub-rule (1), he may appoint himself as the qualified person for the purpose of sub-rule (1).

(3) A Mining Engineer or Geologist employed by the lessee or licencee shall possess the following qualifications:

(i) A degree in Mining Engineering granted by a Institution or University established or incorporated by or under a Central Act, a Provincial Act or a State Act, including any institution recognized by the University Grants Commission established under section 4 of the University Grants Commission Act, 1956 or any equivalent qualification;

(ii) A post graduation degree in Geology granted by a Institution or University established or incorporated by or under a Central Act, a Provincial Act or a State Act, including any institution recognized by the University Grants Commission established under section 4 of the University Grants Commission Act, 1956 or any equivalent qualification; and

(iii) Three years full time diploma certificate in mining engineering awarded by the State Technical Education Boards or All India Council of Technical Education.

(4) The lessee or licencee shall intimate to the Mining Engineer or Assistant Mining Engineer concerned, the details of the qualified person employed by him together with consent of such person.

(5) Any change required due to reduction in average employment in the mine, shall be subjected to previous permission in writing from the Director and subject to such conditions as he may specify.

31. Duties of qualified person.- (1) It shall be the duty of the qualified person employed to take all necessary steps to plan and conduct mining operations, so as to ensure conservation of minerals, systematic development of the mineral deposits, protection of environment and safety of persons in and around the lease or licence area in accordance with these rules.

(2) The qualified person shall,-
(i) be responsible for the preparation and maintenance of all statutory plans, sections, reports and schemes in accordance with these rules.

(ii) be responsible for carrying out the study of the associated rocks and minerals, identifying them and stacking the various minerals produced separately.

(iii) carry out all such orders and directions as may be given in writing under these rules by any officer authorised to inspect the mine and shall forward a copy of such orders or directions to the holder of lease or licence.

(iv) ensure that there is a sufficient provision of proper materials, appliances and facilities at all times at mining lease for the purpose of carrying out the provisions of these rules and orders issued there under and where he is not the owner or agent of the mining lease, he shall make requisition in writing to the owner or agent for anything required for the aforesaid purpose. A copy of every such requisition shall be recorded in bound paged book kept for the purpose.

(3) On receipt of a requisition under clause (iv) of sub-rule (2), the owner or agent shall provide as soon as possible the materials and facilities requisitioned by the qualified person.

32. Role of Revenue Department.- (1) In government land, the competent revenue authority shall enter in the revenue records the mining lease area as mineral bearing area after registration of the lease. (2) In government land, possible mineral bearing area proposed by the department shall be recorded in the revenue records by the competent revenue authority. (3) The revenue authorities shall not alter the status of land without prior permission of the Department, in case mineral bearing area has already been entered in the revenue record. (4) The district collector shall notify suitable area near mines, quarry or mineral industry for disposal of overburden or slurry. (5) The revenue department shall integrate their digitized revenue maps to that of departmental online system so that applied area can exactly be superimposed on revenue map. (6) The revenue officials shall take necessary action under revenue laws against any illegal mining in government land as well as in khatedari land, as the case may be, including action for breach of conditions of tenancy in khatedari land.

33. Role of Forest Department.- (1) The significant mineral laying under forest shall be explored by the department or any government entity or through outsourcing to develop the mineral resource as per the guidelines of the Ministry of Environment, Forest and Climate Change.
(2) Forest Department shall verify the forest boundary marked on GT sheets and shall update the status from time to time and shall also integrate their digital GT sheets with that of the department online system.

(3) The land status report from the Forest Department shall not be required where any area is at a distance beyond five hundred meters from the marked forest boundary on verified or integrated GT sheets.

(4) The forest officials shall take necessary action under forest laws against any illegal mining in forest land.

CHAPTER VI
SUSTAINABLE MINE DEVELOPMENT

34. Environmental safeguard.— (1) No mining lease or quarry licence shall be granted without obtaining prior consents, approvals, permits, no-objections and the like as may be required under applicable laws for commencement of mining operations.

(2) Every mining lease or licence holder shall,—

(i) carry out the mining operations in such a manner so as to ensure systematic development of the mine or quarry, conservation of mineral, protection of the environment and safety of the man and machinery;

(ii) ensure that no natural watercourse or water resources is obstructed due to any mining operation. Adequate measures shall be taken for protection of the older-streams, if any, emanating or passing through the lease or licence area during the course of mining operation;

(iii) keep mine working restricted to above ground water level till approval of the Ground Water Department of the State is obtained;

(iv) temporarily store the top soil, at the place earmarked in the mine plan or scheme;

(v) dump over burden generated during the mining operations at earmarked dump site shown in the mine plan or scheme;

(vi) take effective safeguard, such as regular water sprinkling in critical areas prone to air pollution and having high levels of particulate matter such as around crushing and screening plant, loading and unloading point and all transfer points;

(vii) practice controlled blasting and implement mitigative measures for control of ground vibrations and to arrest fly rocks and boulders. Blasting shall be done only by a person holding blaster certificate from the Director General of Mines Safety. Deep hole blasting shall be carried out only after approval of the Director General of Mines Safety;
(viii) maintain the bench height and slope as per the Metalliferous Mines Regulations, 1961;
(ix) take all mitigative measures during the mining operations to ensure that the buildings or structures in the nearby areas shall not be affected due to blasting;
(x) use drills either equipped with dust extractors or operated with water injection system for wet drilling to control the pneumoconiosis and silicosis;
(xi) provide protective wears or respiratory devices to the personnel working in mining area and shall also provide adequate training and education on safety, environment and health aspects;
(xii) undertake to ensure minimum losses to the agriculture crops and undertake to contribute suitably for compensation to the loss or damage to the crops;
(xiii) organize regular health check up camps for the workers engaged in mines and also periodically organize occupational health surveillance program for the workers to observe any contractions due to exposure to dust and take corrective measures, if needed;
(xiv) keep vehicular emissions under control and regularly monitor the same. Measures shall be taken for maintenance of vehicles used in mining operations and in transportation of mineral;
(xv) provide insurance cover to all workers engaged in mines;
(xvi) take measures for control of noise levels within permissible limit;
(xvii) The non-saleable mineral rejects at mine bottom shall regularly be collected and transported to the surface and the mine floor shall be kept reasonably clear of debris;
(xviii) Small lumps of mineral shall, as far as possible, be segregated from the dumps and stored separately for future use; and
(xix) The ground selected for dumping of top soil, overburden, waste material or non-saleable mineral shall be away from workings of the mine.

(3) The Government shall be entitled to charge certain amount per year or part thereof for the ecological restoration of mines and quarries from the lessee or licencee and this shall be the part of the agreement. The amount fixed and revised by the Government and may vary from place to place.
CHAPTER VII
GRANT OF ROYALTY OR EXCESS ROYALTY COLLECTION CONTRACT

35. Registration of contractor.- (1) Any person may apply for registration and its renewal as a contractor in Form -19 to the Additional Director (Mines) through departmental web portal. The registration shall be renewed by the same zonal officer by whom registration certificate issued.

(2) The contractor shall be registered for maximum three financial years including the financial year of registration.

(3) The contractor who has already registered under the Rajasthan Minor Mineral Concession Rules, 1986, shall have to submit difference amount of security deposit so as to make the total security deposit as mentioned in clause (i) of sub-rule (4) within one month from the date of commencement of these rules.

(4) Every application made under sub-rule (1) for registration or its renewal shall be accompanied by,-

(i) a non- refundable application fee, a scanned copy of net worth certificate issued by a Charted Accountant on the basis of balance sheet as per income tax returns in Form -20 and a scanned copy of fixed deposit receipt of a nationalised or scheduled bank or national saving certificate as security deposit duly pledged in favour of the Additional Director (Mines) concerned and made from the bank account of the contractor to be registered as specified below:-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Class of contractor</th>
<th>Application Fees (in Rs.)</th>
<th>Minimum net worth certificate (Rs. in lacs)</th>
<th>Security deposit (Rs. in lacs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AA</td>
<td>Fifteen thousand</td>
<td>Five hundred</td>
<td>Fifty</td>
</tr>
<tr>
<td>2</td>
<td>A</td>
<td>Twelve thousand five hundred</td>
<td>Two hundred</td>
<td>Twenty</td>
</tr>
<tr>
<td>3</td>
<td>B</td>
<td>Ten thousand</td>
<td>Hundred</td>
<td>Ten</td>
</tr>
<tr>
<td>4</td>
<td>C</td>
<td>Seven thousand five hundred</td>
<td>Fifty</td>
<td>Five</td>
</tr>
</tbody>
</table>

(ii) a scanned copy of an affidavit stating details regarding mineral concession or contract held in the name of the applicant or his family members;

(iii) a scanned copy of an affidavit stating that no dues of the department are outstanding against him or any member of his family; and

(iv) scanned copies of all relevant documents mentioned in chartered accountant’s certificate to explain its title.
(5) Every application submitted under sub-rule (1) shall be acknowledged online in Form -21 at the time of its receipt.

(6) Application duly signed with all original documents as mentioned in sub-rule (4) shall be submitted to the Additional Director Mines concerned, within a period of seven days from the date of its online submission, failure to which the application shall be deemed to have been rejected.

(7) The application made under sub-rule (1) shall be disposed off by the competent authority within fifteen days from the date of receipt of application. The competent authority may refuse to issue registration certificate with reasons to be recorded in writing and same shall be communicated to the applicant.

(8) The application for renewal shall be submitted to the competent authority before the date of expiry of period of registration. If an application is complete in all respect and past performance of the applicant as bidder or contractor is satisfactory, the competent authority may renew the registration for further period of three financial years including year of the registration.

(9) The competent authority may cancel the registration and forfeit the security deposit in case any information furnished by the applicant is found incorrect, at any time, after giving a fifteen day’s opportunity of being heard.

(10) Registration number or code number shall be in following format:-

Department/Registration Authority/Class/S.No./Year.

(11) The registered contractor may request to the registration authority to issue photo identity card in favour of power of attorney holder or authorised signatory. On receipt of such request, the registration authority shall issue photo identity card containing following details:-

(i) Name and address of the contractor;
(ii) Registration or code no.;
(iii) Registration authority;
(iv) Class of contractor;
(v) Validity of registration; and
(vi) Name of power of attorney holders or authorised signatory with attested photo and signature.

(12) The registered contractor may apply to the competent authority for cancellation of his registration and refund the security deposit. The competent authority may cancel the registration and refund the security deposit, if not forfeited under these rules.

(13) Where the contractor is debarred from participating in future contracts or is blacklisted under these rules, registration may be cancelled by the issuing authority and the security deposit shall be forfeited, after giving a fifteen day’s opportunity of hearing.

36. Grant of royalty collection contract or excess royalty collection contract.- (1) No royalty collection contract or excess royalty
collection contract shall be granted to a person who is not a citizen of India.

(2) Royalty collection contract or excess royalty collection contract may be granted by e-auction only in respect of such area and mineral as the Director may by a general or specific order direct.

(3) Registered contractor shall be eligible to offer bid in e-auction for collection of royalty, excess royalty, permit fee or other charges as follows:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Class of Contractor</th>
<th>Reserve price (in Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>AA</td>
<td>Any amount</td>
</tr>
<tr>
<td>2.</td>
<td>A</td>
<td>Upto fifty crore</td>
</tr>
<tr>
<td>3.</td>
<td>B</td>
<td>Upto twenty five crore</td>
</tr>
<tr>
<td>4.</td>
<td>C</td>
<td>Upto ten crore</td>
</tr>
</tbody>
</table>

Provided that it shall be compulsory for the existing royalty and/or excess royalty collection contractor to renew his registration, in case the same expires during the tenure of such contract.

Provided further that in case any class of contractor offers highest bid of higher value than applicable to his class then such contractor shall be required to deposit difference of application fee, security deposit and submit revised net worth certificate of applicable class within seven working days.

(4) The annual contract amount shall be determined on the basis of highest offer given by the contractor to the Government in e-auction, subject to the acceptance by the competent authority:

Provided that in case of enhancement or reduction in the rate of royalty given in the schedule II or permit fee or other charges, the royalty collection contractor shall be liable to pay an increased or reduced amount of contract, security deposit and performance security in proportion to the enhancement or reduction for the remaining period of the contract from the date of such enhancement or reduction, as the case may be:

Provided further that on enhancement or reduction in the rate of royalty, the excess royalty collection contractor shall be liable to pay an enhanced or reduced amount of contract, calculated according to the following formula:

Revised contract amount = \[\{(\text{Existing contract amount} + \text{Total existing dead rent}) \times \text{new royalty rate} / \text{existing royalty rate} - \text{Total existing dead rent}\]
Royalty collection contract or excess royalty collection contract may be granted by the competent authority for a maximum period of two financial years or part thereof ending on 31st March:

Provided that where the new contract could not be allotted, the period of existing contract may be extended by the Director, with reasons to be recorded in writing for a period upto ninety days or till new contract comes into force, whichever earlier and a rider agreement shall be executed before expiry of the original contract by the Mining Engineer or Assistant Mining Engineer concerned.

Provided further that where it is necessary to do so, the period of contract may be further extended by the Government and a rider agreement shall be executed before expiry of the contract.

Provided also that period shall be extended subject to the condition that the contractor shall pay ten percent of increased amount to existing annual contract amount. The security deposit and performance security for extended period shall remain the same as deposited by the contractor during the original contract period and shall not be refunded or adjusted in the dues or installments of the contract till next contract comes into force.

37. Procedure for e-auction and grant of contract.- (1) The Government may utilize any online electronic platform which meets the minimum technical and security requirements as specified in the guidelines for compliance to quality requirements of e-procurement systems issued by the Standardization Testing and Quality Certification Directorate, Department of Information Technology, Ministry of Communications and Information Technology, Government of India. For this purpose Government may appoint any agency as service provider for conducting e-auction.

(2) Mining Engineer or Assistant Mining Engineer concerned shall provide the details of royalty collection contract or excess royalty collection contract to be granted along with terms and conditions of contract to the Directorate, Department of Mines and Geology, Udaipur for conducting e-auction.

(3) A centralized bidding cell at Directorate shall publish notice inviting bid (NIB) for e-auction in two daily news papers, at least one of which is state level having circulation of fifty thousand copies and above and other having wide publicity in the area for which contract is being granted. The notice inviting bid shall also be compulsorily displayed on the notice boards of the Directorate and office of the Mining Engineer or Assistant Mining Engineer concerned. The notice inviting bid shall be published at least thirty days before the date fixed for submission of the bid and shall upload particulars, terms and conditions on the web portal of the department and agency appointed by the Government. The period of thirty days shall be counted from the publication of the notice inviting bid on the departmental website or on the website of the agency
appointed for auction, whichever earlier. The registered bidders shall also be intimated by the authorized agency through e-mail.

(4) Intending bidders shall first get registered with department in accordance with the provisions of rule 35 and then with the authorized agency as prospective bidder for participating in e-auction. The registration shall always open for all prospective bidders to get registered with the e-auction service provider and shall be one time. After registration, prospective bidder shall be eligible for participating in e-auction conducted by the department for grant of mineral concession and contracts.

(5) Bidders shall carefully read guidelines mentioned in rule 15 before submitting bids.

(6) The Government, its employees and advisers make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of any information or data or arising in any way from participation in the auction process.

(7) The e-auction shall be an ascending forward online electronic auction and shall comprise of the following rounds, namely:-

(i) First round of auction shall be held in following manner, namely:-

(a) A technical bid shall be submitted by the bidder fulfilling following requirements:-

(I) A scanned copy of bid letter in Form -3;

(II) Bid security as specified in rule 39;

(III) An initial price offer which shall be equal to or above the reserve price;

(IV) A scanned copy of affidavit regarding no-dues of the department;

(V) A scanned copy of no-dues certificate from the Mining Engineer or Assistant Mining Engineer concerned where the bidder holds or had held mineral concession or royalty collection contract or excess royalty collection contract;

Provided that affidavit and no-dues certificate in case of firm, company or association of persons have to be submitted by all the partners, directors or persons, as the case may be.

(VI) A scanned copy of Memorandum of Association and Articles of Association, certificate of incorporation in case bidder is a company or
partnership deed and firm registration certificate in case bidder is a firm, as the case may be;

(VII) A scanned copy of copy of power of attorney in format as specified in Form -4 or resolution of board of directors in favour of person submitting bid in case of a firm or company;

(VIII) A scanned copy of PAN card or TIN;

(IX) A scanned copy of address proof;

(X) A scanned copy of balance sheet certified by the chartered accountant or income tax returns of preceding financial year; and

(XI) E-mail address and mobile number;

(b) Failure to comply with the provisions of clause (a) for whatsoever reason, shall lead to non-admission of technical bid;

(c) The bids shall be opened by the following committee:-

(I) Additional Director Mines (HQ);

(II) Financial Adviser; and

(III) Superintending Mining Engineer (HQ-II or III) concerned;

The final decision on recommendations of the committee shall be taken by the Director;

(d) Evaluation report of technical bids shall be prepared and shall be informed to all the bidders individually through e-mail or SMS. Initial price offer of all technically qualified bidders shall be opened by the committee mentioned in clause (c) on the schedule date of e-auction;

(e) The technically qualified bidders shall be ranked on the basis of the descending initial price offer submitted by them and the technically qualified bidder holding the first fifty percent of the ranks (with any fraction rounded off to higher integer) or the top five technically qualified bidder, whichever is higher, shall qualify as qualified bidder for participating in the second round of electronic auction:

Provided that where the total number of technically qualified bidder is less than two, then no technically qualified bidder shall be considered to be qualified bidder and the auction process shall be annulled.

Provided further that if the number of technically qualified bidders is between two and five, then all the technically qualified bidders, both inclusive, shall be considered as qualified bidders.
Provided also that in the event of identical initial price offers being submitted by two or more technically qualified bidders, all such technically qualified bidders shall be assigned the same rank for the purpose of determination of qualified bidders and in such case, the aforementioned fifty percent shall stand enhanced to fifty percent plus the number of technically qualified bidders whose initial price offers are identical less the number of such identical initial price offers.

**Explanation:** In the event there are a total of ten technically qualified bidders and each technically qualified bidder submits different initial price offer, then the technically qualified bidders holding the first fifty percent of ranks shall be considered to be qualified bidders. If three such technically qualified bidders submit the same initial price offer and are ranked in first fifty percent of total number of ranks, then, all the three technically qualified bidders shall be considered to be qualified bidders and the total number of qualified bidders shall stand increase by two.

(f) Qualified bidders shall be intimated about their qualification for electronic auction against specific items in accordance with the terms and conditions of the bid, through notice on the web site of agency appointed for auction through their secured login as well a system generated e-mail; and

(g) The highest initial price offer amongst the qualified bidders shall be the floor price for the second round of online electronic auction and all the qualified bidders shall participate in the second round of electronic auction:

Provided that where the total number of technically qualified bidders is less than two, then no technically qualified bidders shall be considered to be qualified bidder and the auction process shall be annulled.

Provided further that the Director may, in its discretion, decide not to annul the auction process if even second or subsequent attempt the total number of technically qualified bidders continues to be less than
two and the Director in such case, decide to consider technically qualified bidder as qualified bidder so as to continue with the bidding process.

(ii) Second round of e-auction shall be held in following manner, namely:-

(a) The qualified bidders may submit their final price offer exclusive all taxes and duties which shall not be less than the floor price. The bidder will have the sole responsibility to make payment of all applicable taxes and duties to the concern authorities directly and produce the proof of the same to the department:

Provided that the final price offer may be revised till the conclusion of the auction as per notice inviting bid;

(b) The date, time and period of e-auction shall be as per the schedule mentioned in notice inviting bid. However the closing time of e-auction shall be automatically extended in the event a bid is received during the last eight minutes before the scheduled closing time of electronic auction. The closing time of electronic auction will be automatically extended by eight minutes from the last received bid time to give equal opportunity to all other qualified bidders. This process of auto extension will continue till the last highest bid remains unimproved for a period of eight minutes;

(c) The successful bidder shall be decided by the system solely on the basis of highest financial bid submitted by the qualified bidders. No negotiation shall be conducted with any bidder;

(d) The auction process shall be annulled if none of qualified bidders submit a final price offer on online electronic auction platform. In case the e-auction process is annulled due to non submission of at least one final price offer on the electronic auction platform, the bid security of the qualified bidder who has submitted the highest initial price offer i.e. the applicable floor price for the second round of e-auction, shall be forfeited;

(e) On close of e-auction, the highest bidder shall be declared as successful bidder and thereafter bid sheet indicating the name of the successful bidder and bid price etc. shall be made available by the agency through e-mail within twenty four hours. The bid sheet
may be downloaded through Management Information System (MIS) reports; and

(f) On deposition of performance security by the successful bidder, bid security of the successful bidder shall be refunded by the agency appointed for auction, within seventy two hours.

(8) Bid submitted by the bidders shall be valid for ninety days. A bid valid for shorter period may be considered as non responsive. Prior to the expiry of the period of validity of bids, the Director, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid but in such circumstances bid security deposited shall not be forfeited.

(9) Bid security of the un-successful bidders shall be refunded by the agency appointed for auction, to the concerned bidders within forty eight hours from the completion of second round of e-auction.

(10) The competent authority shall take decision for sanction or rejection and convey the same to the Mining Engineer or Assistant Mining Engineer concerned and the successful bidder.

38. Reserve price.- (1) Reserve Price for new contract to be granted for first time or to be granted with revised area or mineral shall be evaluated by the Mining Engineer or Assistant Mining Engineer concerned keeping in view the following factors,-

(i) Physical quantities of mineral produced and dispatched from the area;

(ii) Last year’s collection of royalty from that area;

(iii) Expected increase in revenue in the proposed contract period due to increased demand of mineral; and

(iv) Any other relevant matter about the area.

(2) The approval of reserve price for new contract or existing contract, if necessary, shall be given by the Director.

(3) The reserve price for next contract shall be ten percent higher than the existing annual contract amount and no approval shall be required in such cases:

Provided that the total area of two or more existing contracts for the same mineral or two or more existing contracts of different minerals of the same area may be combined into one contract and in such case the reserve price shall be ten percent higher than the total existing annual contract amount of all the contracts to be amalgamated with prior approval of the Superintending Mining Engineer concerned.

Provided further that if no bid is received, no approval shall be required for the revising the reserve price upto of ten percent less to that of the reserve price amount.

39. Bid security.- (1) Bid security shall be in form of electronic fund transfer (RTGS/NEFT, etc.).
(2) The amount of bid security shall be ten percent of the reserve price.

40. Security deposit.- (1) Security deposit shall be in the form of fixed deposit receipt of nationalized bank or scheduled bank valid for at least three years or national saving certificate and duly pledged in favour of the Mining Engineer or Assistant Mining Engineer concerned or any other form of securities notified by the Government for the due observance of the terms and conditions of the contract. Fixed deposit receipts shall be made from the bank account of the contractor.

(2) The amount of security deposit shall be ten percent of the bid amount.

(3) The contractor shall deposit difference amount of security deposit within thirty days in proportion to the enhancement of contract amount due to change in rate of royalty or increase in permit fee or other charges etc.

(4) The security deposit shall be refunded by the Superintending Mining Engineer concerned, within thirty days of the successful completion of the contract, subject to the condition that the contract is completed without any lapse on part of the contractor.

41. Performance Security.- (1) The performance security shall be in the form of fixed deposit receipt of nationalized bank or scheduled bank valid for at least three years or national saving certificate and duly pledged in favour of the Mining Engineer or Assistant Mining Engineer concerned or bank guarantee of nationalized bank or scheduled bank in favour of the Mining Engineer or Assistant Mining Engineer concerned as specified in Form -5 or any other form of securities notified by the Government for the due performance of the contract. Fixed deposit receipts shall be made from the bank account of the contractor.

(2) The amount of performance security deposit shall be fifteen percent of the annual contract amount.

(3) The contractor shall deposit difference amount of performance security within thirty days in proportion to the enhancement of contract amount due to change in rate of royalty or increase in permit fee or other charges etc.

(4) Performance security shall be adjusted against departmental dues of the contractor on expiry or cancellation of the contract, if any, otherwise it may be refunded to him by the concerned Superintending Mining Engineer within thirty days of the completion of the contract.

42. Bid amount.- (1) The bidder for the royalty and/or excess royalty collection contracts in whose favour contract has been sanctioned by the competent authority, shall deposit following bid amount before execution of the contract:

(i) Where the yearly bid amount does not exceed rupees twenty five lacs, twenty five percent of the bid amount shall be deposited as first quarterly installment and remaining three quarterly installments shall be deposited in advance on the dates specified in the agreement; and
Where the yearly bid amount exceed rupees twenty five lacs, it shall be deposited in equal monthly installments but the first installment shall be deposited before execution of the agreement. The remaining monthly installments shall be deposited in advance on the dates specified in the agreement.

(2) The monthly or quarterly installment, as the case may be, shall be paid in advance on due date as specified in the agreement.

(3) In case contractor fails to deposit monthly or quarterly installments on due date, the Mining Engineer or Assistant Mining Engineer concerned may cancel the contract and forfeit the security deposit:

Provided that action of cancellation of contract and forfeiture of security deposit shall not be taken without providing an opportunity of being heard to the contractor by issuing a fifteen day’s notice on his registered e-mail address.

43. Execution of contract.- (1) The grantee shall submit security deposit, performance security and advance installment of bid amount and shall execute the agreement in Form -22 within fifteen days from the date of the receipt of sanction order.

(2) The terms and conditions included in the notice inviting bid shall be deemed to be part of the agreement.

(3) Where the bidder fails to comply with the provisions of sub-rule (1), the order of sanction shall be revoked by the competent authority and any amount deposited shall be forfeited and fresh e-auction shall be conducted:

Provided that in case all requisite formalities have been completed by the bidder within the specified time limit and agreement could not be executed due to any reason which is not on account of bona-fide fault of bidder, the competent authority may extend the period for execution of agreement with reasons to be recorded in writing.

Provided further that before revocation of sanction order if the contractor complies the formalities as mentioned in sub-rule (1) and apply for time extension for execution of the contract by depositing a penalty at the rate of nine percent of yearly bid amount for delay of every month or part thereof, the period of execution may be extended by the competent authority. The delay shall be calculated after fifteen days from receipt of the sanction order.

(4) The contract agreement shall be signed by the Mining Engineer concerned on behalf of the Governor as required under the provision of Article 299 of the Constitution of India.

44. Conditions of royalty collection contract and excess royalty collection contract.- Conditions of royalty collection contract and excess royalty collection contract shall be following:

(1) The contractor shall make his own arrangements for collection of royalty and other permissible charges.
(2) The royalty receipt shall be in Form -23 or Form -24, as the case may be, duly stamped and issued by the Mining Engineer or Assistant Mining Engineer concerned.

(3) The contractor shall collect the royalty as far as possible, close to lease or licence area and if not possible or practical then at any other place near the lease or licence area but within the jurisdiction of the contract area:

Provided that such places shall only be established after prior approval in writing from the Mining Engineer or Assistant Mining Engineer concerned on an application with payment of rupees one thousand (non-refundable) for every place for which permission is required. The Mining Engineer or Assistant Mining Engineer may refuse to grant permission for reasons to be recorded in writing for any particular place and shall communicate to the contractor.

(4) The contractor shall issue valid royalty receipts in Form -23 or Form -24 for the amount of royalty or excess royalty, permit fee or other charges collected for every dispatch of the said mineral and shall fill all the columns of the receipt. The contractor shall, give first copy of receipt to the in-charge of the vehicle, submit second copy of the receipt to the Mining Engineer or Assistant Mining Engineer concerned and shall retain third copy with him.

(5) The excess royalty collection contractor shall collect excess royalty only from such vehicles which are having valid rawanna issued by the lessees. The contractor shall retain second copy of the rawanna with him and shall return first copy after stamping to vehicle owner. The contractor shall deposit second copy of rawanna with second copy of receipt issued by him with monthly statement in Form -26 to the Mining Engineer or Assistant Mining Engineer concerned.

(6) The contractor shall not recover any royalty from the vehicles having royalty paid rawanna issued against yearly dead rent:

Provided that after weighment, if any quantity of mineral is found in excess of weight mentioned in rawanna, contractor may recover the royalty of such excess weight.

(7) The contractor shall not recover any royalty, if the mineral specified in the contract is used by the State Government Departments themselves under a valid short term permit or permit granted by the Mining Engineer or Assistant Mining Engineer concerned.

(8) The contractor shall not recover royalty and/or permit fee from short term permit or permit issued under these rules and same shall not be adjusted against the contract amount.

(9) The royalty shall be collected on the dispatch of minor minerals from the area specified in the contract and not on minor minerals brought from outside the contract area or from the major mineral leases.

(10) The contractor shall not recover royalty and/or permit fee for the minerals used in construction, repair or renewal of National, Mega
Highways, Four or Six lane roads, laying and repair of Railway Tracks. For construction or repair of such works, a separate short term permit shall be issued to the works contractor.

(11) No royalty shall be recovered on the minor minerals removed from the areas which are not working pits of a lessee or licencee as provided in rule 74.

(12) The contractor shall not recover any royalty and/or permit fee from the minerals used in special works or schemes as specified by the Government, from time to time.

(13) The contractor shall submit online monthly statement of royalty collection and/or excess royalty collection with, or without permit fee or other charges in the Form -25 and Form -26 respectively within fifteen days.

(14) Where the contractor recovers royalty or other charges in excess of the specified rates, the excess amount so collected shall be recovered from the contractor and the contract shall be terminated after giving a fifteen day’s notice and the contractor may be blacklisted or debarred for further royalty collection contract or excess royalty collection contract for a period of next five years.

(15) The contractor shall have no rights regarding leases or licences in the contract area except collection of royalty, permit fee or other charges mentioned in the contract for the actual weight of the mineral transported at the prevailing rates for which contract has been awarded.

(16) Cancellation and surrender of lease or licence, sanctioning of new lease or licence, revision of dead rent of existing lease, temporary or permanent closure of lease or licence by the Government or Court or due to any other reason in the area concerned, shall not have any impact on the yearly contract amount.

(17) The Contractor shall pay the installment of contract amount in advance on due date and if any amount is not paid on due date, it shall be collected as an arrears of land revenue and an interest at the rate of eighteen percent shall be charged from due date irrespective of any other action being taken for cancellation of contract or imposition of penalty.

(18) Where the contract amount is equal to or more than ten crore, the contractor shall install at least one electronic weigh bridge system on the route covering maximum transportation or dispatches of mineral in the contract area along with sufficient web cameras, computer with net connectivity and generator. The weigh bridge shall be integrated with that of departmental online system and shall hand over the weigh bridge along with all above equipment to the department in proper working condition after expiry or termination of the contract otherwise security deposit shall be forfeited. Government will explore the possibility of prescribing GPS tracking system.

(19) The contractor shall inform his registering authority about any contract allotted to him within fifteen day from the allotment.
(20) Contractor shall issue photo identity card duly signed and stamped by the Mining Engineer or Assistant Mining Engineer concerned to all nakedars or persons employed by him for royalty collection. The contractor shall submit a list of nakedars or persons to be engaged for royalty collection along with photo identity card and a fee of rupees one hundred for each identity card. Such identity cards shall be valid during the currency of the contract only. All the nakedars or persons shall keep the identity card displaying with them during collection of royalty.

(21) Contractor shall erect reflecting sign boards at each Naka or Check post clearly visible and legible from a distance mentioning name of the contractor, area of the contract, name of mineral, rate of royalty, permit fee and other applicable charges (if any) and name and contact number of the Mining Engineer or Assistant Mining Engineer concerned for any complaint.

(22) The contractor shall abide by all the terms and conditions of the contract and any amendment made under these rules and shall also follow all the instructions issued by the Government or any officer of the department.

(23) The contract may be terminated by the State Government if considered by it to be in public interest, after giving a fifteen day’s notice.

(24) The contractor shall not transfer the contract as a whole or in part and shall also not grant any sub-contract to or in the name of any other person.

(25) The contractor shall intimate the change in their permanent address along with address proof to the Mining Engineer or Assistant Mining Engineer concerned within one month of such change.

(26) In case of default in the due observance of the terms and conditions of the contract, the Mining Engineer or Assistant Mining Engineer concerned may terminate the contract and forfeit the security deposit or alternatively may impose penalty as specified in Schedule V after providing an opportunity of being heard by issuing a notice of fifteen day’s.

45. Debarring or Black listing of a contractor.- (1) The competent authority after recording reasons in writing may debar the contractor for participating in contract due to any of the following reasons, namely:-

(i) where the contractor does not execute contract, deposits security, performance security or advance installment after sanction of the contract;

(ii) where the contractor is found guilty of recovering royalty and/or permit fees and/or other charges in excess of the specified rates;

(iii) where the contractor is found to have directly or indirectly or through an agent, engaged or indulged in
any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the tender process, or after the grant or execution of the contract and there are sufficient reasons to believe that the contractor or his employee has been guilty of malpractices such as bribery, corruption, fraud, vitiating fair auction process;

(iv) where the contractor or his partner or his representative is found guilty of misbehavior with any officer or official of the Government connected with the contract directly or indirectly; and

(v) where the contractor or his partner or his representative has been convicted by a court of law for offence involving moral turpitude arising out of the contract.

(2) The competent authority after debarring the contractor may blacklist the contractor for participating in future contracts for a period of five years after giving him a fifteen day’s notice.

CHAPTER VIII
ROYALTY ASSESSMENT

46. Self Assessment of royalty.- (1) Every lessee who has filed monthly and annual return within the prescribed time and not involved in illegal mining or transportation of mineral and there is no dispute regarding rate or amount of royalty or dead rent of the area concerned, shall, subject to provisions of sub-rule (2), be deemed to have been assessed for that year on the basis of annual return.

(2) Every year, minimum ten percent returns shall be thoroughly scrutinized and assessed manually. Such returns shall be selected through online system on randomly basis.

(3) The online acknowledgement receipt of annual return in Form -17 shall be treated as prima-facie evidence of self assessment and no separate order shall be required to be passed except where,-

(i) the return came under scrutiny; and

(ii) the assessing authority has sufficient reasons to believe that the online returns are incorrect.

47. Assessment on failure to deposit royalty or submit returns.- (1) Where an assessee has failed to deposit royalty in accordance with the provisions of these rules or has failed to submit online monthly and annual returns, the assessing authority shall after making such enquiry as it may consider necessary and after providing reasonable opportunity of being heard, assess royalty for that period to the best of his judgment.

(2) After adjustment of dead rent or royalty amount deposited in advance from the royalty so assessed under sub-rule (1), the remaining amount
(2) No order under this rule shall be passed after the expiry of three years from the end of the period of assessment and the assessment after this period shall be treated as time barred and deemed to have been assessed.

48. Assessment of royalty incorrectly assessed.- (1) Where the assessing authority has reason to believe that assessee has avoided or evaded royalty or if for any reason, the whole or any part of dispatches of mineral from the leased area or consumption of mineral within the leased area, escaped royalty or was assessed at a low rate in any year, the assessing authority after giving the assessee a reasonable opportunity of being heard, if any, may assess royalty to the best of his judgment at any time and for any period.

(2) No such assessment order under this rule shall be made in respect of dispatch and consumption of mineral for any year after expiry of seven years from the date of relevant assessment year:

Provided that this rule shall not apply for any assessment or re-assessment made in consequence of or to give effect to any finding or direction contained in an order of appeal or revision or in an order of any competent court.

49. Re-opening of cases of best judgment of assessment.- (1) Where an assessment has been made to the best of judgment by the assessing authority and the assessee makes an application to the assessing authority within thirty days from the date of service of notice of demand in consequence of assessment for the re-opening of the assessment on the ground,-

(i) that the assessee did not receive the summon or notice issued to him for the purpose of assessment; and

(ii) that the assessee was prevented by sufficient cause for complying with any summon or notice.

(2) The assessing authority, if satisfied about the existence of such ground, may cancel the assessment and proceed to make a fresh assessment:

Provided that the assessing authority of its own motion may also re-open the assessments made on the basis of best judgment if it has sufficient reasons to do so.

50. Creation of special division or circle for royalty assessment.- Notwithstanding anything contained in these rules, the Government may create any special division or circle for the purpose of royalty assessment for any mineral or group of minerals by notification.

CHAPTER IX
GRANT OF PERMIT

51. Short term permit.- (1) Short term permit may be granted for excavation and use of mineral masonry stone, murrum, ordinary
earth to a contractor for executing works of Government, Semi-Government, Local Body, Panchayati Raj Institution or Organizations aided or funded by the government.

(2) Short term permit may be granted for disposal of any mineral discovered during the process of construction of any building or a development project, outside the project area.

(3) Every application for grant of short term permit under sub-rule (1) and (2) shall be submitted to the Mining Engineer or Assistant Mining Engineer concerned mentioning quantity of minerals and period for which permit is desired along with following documents:-

(i) copy of work order or concessionary agreement;
(ii) copy of G-Schedule or bill of quantities;
(iii) plan and description of the area from where mineral will be excavated;
(iv) revenue record of the area; and
(v) consent of the khatedar in case land does not belong to the applicant.

(4) On receipt of application, the Mining Engineer or Assistant Mining Engineer concerned may grant short term permit after obtaining consents or approvals if required under any laws and on payment of permit fees, payable separately for each mineral, at the following rates:-

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Quantity of mineral</th>
<th>Permit fee (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Upto ten tonnes</td>
<td>Twenty</td>
</tr>
<tr>
<td>2.</td>
<td>Exceeding ten tonnes and upto twenty tonnes</td>
<td>Fifty</td>
</tr>
<tr>
<td>3.</td>
<td>Exceeding twenty tonnes and upto fifty tonnes</td>
<td>Hundred</td>
</tr>
<tr>
<td>4.</td>
<td>Exceeding fifty tonnes and upto hundred tonnes</td>
<td>One hundred and twenty five</td>
</tr>
<tr>
<td>5.</td>
<td>Exceeding hundred tonnes</td>
<td>Rupees one hundred and fifty + rupees fifty for every additional hundred tonnes or part thereof</td>
</tr>
</tbody>
</table>

(5) Royalty on minerals shall be payable as per Schedule II.

(6) The short term permit holder shall also pay contribution to the District Mineral Foundation Trust fund as per rates specified in the District Mineral Foundation Trust Rules, 2016, as amended from time to time.

(7) The period of short term permit shall be co-terminus with the work order, unless applied for a shorter period.

(8) The Mining Engineer or Assistant Mining Engineer concerned may refuse to grant a short term permit for any mineral in any area with reasons to be recorded in writing and the same shall be communicated to the applicant.

(9) The contractor may opt any of the following option to pay royalty for mineral consumed in the execution of work:-
(i) apply for permit along with bill of quantity or G-schedule, permit fees and opting for deduction of royalty and contribution in the District Mineral Foundation Trust fund from running bills by the department concerned. The contractor shall submit the record for the assessment, along with consumption certificate issued by the competent authority and get a no-dues certificate from the Mining Engineer or Assistant Mining Engineer concerned. If any refund has to be claimed, such application shall be submitted within thirty days of completion of the work;

(ii) apply for permit along with bill of quantity or G-schedule, permit fees, contribution in the District Mineral Foundation Trust and royalty amount. The contractor shall submit the record for the assessment, along with consumption certificate issued by the competent authority and get a no-dues certificate from the Mining Engineer or Assistant Mining Engineer concerned;

(iii) apply for permit along with bill of quantity or G-schedule and a self-certified undertaking stating that the entire quantity of mineral will be procured or used royalty paid:

Provided that the contractor shall submit the record of royalty paid minerals for the assessment, along with consumption certificate issued by the competent authority for making assessment and get a no-dues certificate from the Mining Engineer or Assistant Mining Engineer concerned; or

(iv) apply for royalty deduction from running bills to the Mining Engineer or Assistant Mining Engineer concerned along with bill of quantity or G-schedule and a self-certified undertaking stating that the entire quantity of mineral used shall be royalty paid. In such case, no assessment shall be required by the department and the deduction of royalty shall be done from the running bill by the works department concerned in following manner:-

| (a) | For construction/widening of roads and building construction | Three percent of bill amount |
| (b) | For repairing and other works | One and half percent of bill amount |
Provided that the Works Department, Local Bodies, Panchayati Raj Institution, Organizations concerned shall be responsible for deduction of royalty and contribution in the District Mineral Foundation Trust fund on every running bill where contractor opt for deduction of royalty and contribution in District Mineral Foundation Trust fund from running bill.

(10) For the construction, repair and renewal of National or Mega Highways, Four or Six lane roads, laying and repair of Railway Tracks, contractors shall apply as per sub-rule (3) and royalty and other payments shall be paid as per clause (ii) of sub-rule (9).

(11) Where contractor has excavated and dispatched or consumed mineral to the extent of ten percent over and above the quantity specified in the permit, only single time royalty and quantity more than ten percent but upto twenty five percent, two times of royalty on entire quantity over and above specified in the permit shall be recovered and any quantity more than twenty five percent, entire quantity over and above specified in the permit shall be treated as unauthorized excavation and contractor shall be liable to pay cost of such excess mineral which shall be computed as ten times of the royalty payable at the prevalent rate.

(12) While procuring the minerals on which the royalty has been imposed by the Government, it shall be the responsibility of every procuring entity of the State Government to ensure that bills of all such material procured are accompanied with a substantial proof of royalty payment made to appropriate authority or to the authorised royalty collection contractor of the Government, as the case may be, failing which the material shall not be acceptable to any procuring entity.

(13) The State Government may reserve certain areas suitable for grant of short term permit to works department where such permits may be issued.

52. Permit.- (1) For removal of overburden, ordinary earth or murram accumulated in mining area,-

(i) the Mining Engineer or Assistant Mining Engineer concerned may grant permit to a person for dispatch of over burden or ordinary earth or murram lying inside or outside any lease area or quarry licence area on payment of special permit fee to be computed at the rate of rupees ten per ton or as may be revised from time to time which shall be in addition of the royalty, contribution to the District Mineral Foundation Trust fund as per rates specified in the District Mineral Foundation Trust Rules, 2016, as amended from time to time. Such permit shall be granted for a maximum period of six month for the quantity as desired by the applicant. Royalty, so deposited, shall not be adjusted against the dead rent or annual licence fee payable by the lessee or licencee:
Provided that where overburden, ordinary earth or murram is lying within the lease or licence area, permit may be granted to the lessee or licencee or to the person submitting consent of lessee or licencee.

Provided further that mineral so dispatched shall be accompanied with valid rawanna;

(ii) every application for permit shall be accompanied by a sketch map showing approximate location of such dump, quantity applied for and the period required for dispatch:

Provided that the Mining Engineer or Assistant Mining Engineer concerned after inspection, verifying quantum of dump and mineralogical examination, if required, may grant permit, after depositing royalty and other charges in advance.

(iii) the permit holder shall not dispatch minerals in excess of the quantity mentioned in the permit:

Provided that if permit holder has excavated and dispatched mineral to the extent of ten percent over and above the quantity specified in the permit, only single time royalty and quantity more than ten percent but upto twenty five percent, two times of royalty on entire quantity over and above specified in the permit shall be recovered and any quantity more than twenty five percent, entire quantity over and above specified in the permit shall be treated as unauthorized excavation and permit holder shall be liable to pay cost of such excess mineral which shall be computed as ten times of the royalty payable at the prevalent rate.

(iv) the Mining Engineer or Assistant Mining Engineer concerned may refuse to grant a permit with reasons to be recorded in writing and communicated to the applicant; and

(v) the permit holder shall be responsible for submission of record within fifteen days of the expiry of permit.

(2) For removal of minor mineral stock from major mineral leases,-

(i) the Mining Engineer or Assistant Mining Engineer concerned may after verification, grant permit for removal of minor mineral from major mineral lease area to the concerned lessee on advance payment of royalty, contribution to the District Mineral Foundation Trust fund as per rates specified in the District Mineral Foundation Trust Rules, 2016, as amended from time to time. Such permit shall be granted for a maximum period of six month for the quantity as desired by the
lessee. Royalty, so deposited, shall not be adjusted in the dead rent payable by the lessee:

Provided that the lessee shall dispatch the minor mineral with valid rawanna.

(ii) every application for permit shall be accompanied by a sketch map showing location of minor mineral stock, quantity and period required:

Provided that the Mining Engineer or Assistant Mining Engineer on verification, may grant permit, after depositing royalty and other charges in advance, mentioning therein quantity of mineral and period of permit; and

(iii) the Mining Engineer or Assistant Mining Engineer concerned may refuse to grant permit for any minor mineral with reasons to be recorded in writing and communicated to the applicant.

(iv) the lessee shall not dispatch minerals in excess of the quantity mentioned in the permit:

Provided that if lessee has dispatched mineral to the extent of ten percent over and above the quantity specified in the permit, only single time royalty and quantity more than ten percent but upto twenty five percent, two times of royalty on entire quantity over and above specified in the permit shall be recovered and any quantity more than twenty five percent, entire quantity over and above specified in the permit shall be treated as unauthorized dispatch and lessee shall be liable to pay cost of such excess mineral which shall be computed as ten times of the royalty payable at the prevalent rate.

(3) For extraction or removal of gypsum from agriculture land for improvement of land,-

(i) Notwithstanding anything contained in these rules, permit for excavation and removal of gypsum from the khatedari land shall be granted to the khatedar for improvement of his land after approval of the committee consisting of,-

(a) District Collector;
(b) Sub Divisional Officer of the area concerned;
(c) Mining Engineer or Assistant Mining Engineer; and
(d) Senior Geologist or Geologist.

The committee shall grant its approval after considering the recommendation made under clause (iv) of this sub-rule:
Provided that the committee shall not grant the approval where the deposition of the gypsum is more than two meters from the surface.

Provided further that the approval shall not be granted for an area exceeding five hectare and for a period exceeding five years;

(ii) Superintending Mining Engineer concerned shall issue notification in two daily newspapers, atleast one of which is state level and other having wide publicity in the area where permits are being granted, for inviting online application for grant of permit in khatedari land;

(iii) Application for permit shall be made online by the khatedar as per the conditions mentioned in the notification issued under clause (ii) of this sub-rule;

(iv) On receipt of application for permit, Mining Engineer or Assistant Mining Engineer concerned shall inspect the area along with Senior Geologist or Geologist and Tehsildar and forward their recommendation regarding depth of gypsum deposition, quantity of gypsum, necessity of removal of gypsum from the land for which permit is sought to the committee specified in clause (i) of this sub-rule within fifteen days of receipt of the application;

(v) On receipt of the recommendation submitted under clause (iv) of this sub-rule, the committee specified in clause (i) of this sub-rule, shall examine and communicate its decision to the Mining Engineer or Assistant Mining Engineer concerned within thirty days;

(vi) After approval of the Committee, the Mining Engineer or Assistant Mining Engineer concerned shall, within seven days, inform the applicant to submit environment clearance, if applicable, issued by the competent authority and deposit the security amount of rupees forty thousand in the form of fixed deposit receipt of any Nationalized or Scheduled bank or National Saving Certificates pledged in favour of the Mining Engineer or Assistant Mining Engineer concerned;

(vii) On completion of the formalities mentioned in clause (vi) of this sub-rule, the Mining Engineer or Assistant Mining Engineer concerned shall issue permit to the khatedar and also issue ravanna for despatch of mineral after deposition of the following amount:-

(a) permit fee at the rate of rupees one thousand + rupee one per tonne of mineral to be despatched;
(b) royalty as per Schedule II;
(c) premium amount at the rate of rupees one hundred per tonne of mineral to be despatched; and
(d) contribution to the District Mineral Foundation Trust as per the rates specified in the District Mineral Foundation Trust Rules, 2016, as amended from time to time:

Provided that where royalty collection contract or excess royalty collection contract is awarded, amount mentioned in sub-clause (b), (c) and (d) may be collected by the contractor at approved check post or nakas from vehicles carrying mineral gypsum.

Provided further that validity of ravanna shall not be more than six months from the date of issue;

(viii) The permit holder shall remove the mineral gypsum as per terms and conditions specified in the permit. The permit holder shall not despatch mineral in excess of quantity specified in the permit:

Provided that, if the permit holder has despatched mineral in the excess of ten percent of quantity specified in the permit, entire quantity in excess of quantity specified in the permit shall be treated as illegal and shall be charged at the rate of ten times of the royalty;

(ix) The Mining Engineer or Assistant Mining Engineer concerned may refuse to grant permit with the previous approval of the committee, specified in clause (i) of this sub-rule, after recording the reasons and same shall be communicated in writing to the applicant;

(x) The permit holder khatedar shall not,-

(a) assign, sublet, mortgage or transfer the permit in any other manner or any right, title or interest therein; and

(b) enter into, or make any arrangement, contract or understanding whereby the permit holder will or may be directly or indirectly financed to a substantial extent and by or under which the excavations will or may be substantially controlled by, any person or body of persons other than the permit holder.

(xi) In case of any violations of terms and conditions of the permit, the permit shall be cancelled by the Mining
Engineer concerned after taking approval of the committee mentioned in sub-clause (i) of this sub-rule with forfeiture of security with immediate effect; and

(xii) The permit holder shall submit quarterly records to the Mining Engineer or Assistant Mining Engineer concerned for assessment of royalty and further ravanna shall only be issued after assessment of royalty and deposition of assessed amount.

53. Brick earth permit.- (1) No brick earth permit shall be granted,-

(i) in khatedari land, to a person other than khatedar or without obtaining written consent of the khatedar duly attested by Notary Public or Oath Commissioner;

(ii) if area is less than 1.00 hectare; and

(iii) if depth of brick earth is more than two meters from the surface.

(2) No permit shall be required for excavation of brick earth used in making bricks by way of awa kajawa, however royalty alongwith contribution to the District Mineral Foundation Trust fund as per rates specified in the District Mineral Foundation Trust Rules, 2016, as amended from time to time, shall be collected at check post or naka from vehicles carrying finished (Pakki) bricks. For the purpose of calculation of royalty, the weight of brick earth in one thousand bricks of size 9 inch X 4 inch X 3 inch shall be taken as three and half tonne.

(3) The application for grant of permit for chimney bhatta or the bhatta which uses blowers etc. in place of chimney for air or smoke circulation shall be submitted online through departmental web portal to the Mining Engineer or Assistant Mining Engineer concerned in Form -27;

(4) Every application made under sub-rule (3) shall be accompanied by,-

(i) a non refundable application fee of rupees two thousand;

(ii) a scanned copy of khasra map and revenue record showing location of area applied for permit from where brick earth will be excavated duly verified by the Patwari concerned;

(iii) a scanned copy of khasra map and revenue record showing existing or proposed location of brick kiln;

(iv) a scanned copy of an affidavit of the applicant that no dues of the department are outstanding against him or any member of his family and also against a firm or company to which he/she is or was a partner or director;

(v) a scanned copy of notarised consent from the land owner where land is not owned by the applicant for excavation of brick earth;
(vi) a scanned copy of an affidavit of the applicant that he shall get land conversion from the Revenue Department for making brick kiln;

(vii) a scanned copy of agreement between applicant and brick kiln owner, in case brick kiln is not owned by the applicant;

(viii) annual permit fees of rupees fifteen thousand; and

(ix) security deposit of rupees fifteen thousand in the form of fixed deposit receipt of any nationalized or scheduled bank or national saving certificates or any other form of securities which may be notified by the Government and duly pledged in favour of the Mining Engineer or Assistant Mining Engineer concerned.

(5) The Mining Engineer or Assistant Mining Engineer concerned shall issue permit in Form -28 after field verification. In case, permit holder wants to include nearby areas or any separate khasra in permit, it shall be included by the Mining Engineer or Assistant Mining Engineer concerned after deposition of fee rupees two thousand at every instance.

(6) The Mining Engineer or Assistant Mining Engineer concerned may refuse to grant permit or include additional area in the existing permit with reasons to be recorded in writing and communicated to the applicant with forfeiture of application fee:

Provided that such action shall not be taken unless the applicant fails to comply the deficiencies after serving a fifteen days’ notice.

(7) Permit shall be granted for a period of minimum one year and maximum ten years and period shall end on 30th of September.

(8) Every brick earth permit shall have following conditions, namely:-

(i) The permit holder shall deposit annual permit fees in advance every year;

(ii) Before excavation of brick earth from permit area, the permit holder shall remove top soil upto depth of one foot and store it separately for reclamation of the land after excavation of brick earth;

(iii) Next permit shall only be issued after verification of reclamation of stored top soil;

(iv) The permit holder shall transport such brick earth only to that brick kiln for which permit has been issued;

(v) Royalty alongwith contribution to the District Mineral Foundation Trust fund shall be collected at check post or naka from vehicles carrying finished (pakki) bricks. Weight of brick earth shall be calculated as per the provisions of sub-rule (2);

(vi) The owner of every brick kiln shall obtain a separate permit for each brick kiln. Brick earth excavated under
the permit issued for one brick kiln shall not be used for another brick kiln;

(vii) Where the quality of brick earth in area granted under permit is not suitable for making bricks or mineral is exhausted, in such case surrender of permit may be accepted by the Mining Engineer or Assistant Mining Engineer concerned if there are no dues against permit holder;

(viii) The permit holder shall have the liberty at all times during the period of the permit in respect of the land for which permit is granted to enter upon the area and to mine, bore, dig, drill, win work, stock, dress, process, convert, carry away and dispose of the said mineral;

(ix) The permit holder shall confine his working within the limits of the permit area and upto depth of two meters from the surface;

(x) The permit holder shall not obstruct approach to the adjoining leases, licences or permits. In case of any dispute about the approach road, directions of the Mining Engineer or Assistant Mining Engineer concerned shall be final and binding;

(xi) The permit may be cancelled by the Mining Engineer or Assistant Mining Engineer concerned if holder of a permit commits any breach of terms and conditions of the permit after giving a fifteen day notice with forfeiture of the security deposit:

Provided that if the permit holder contravenes any term and condition of the permit and after receiving a fifteen day notice, complies the breaches after notice period but before cancellation of the permit, then ten percent of security deposit for every breach shall be forfeited; and

(xii) Transfer of permit shall not be allowed.

(9) All existing permits granted under the Brick Earth Policy, 1994 shall be deemed to have been granted under these rules.

CHAPTER X
OFFENCES, PENALTIES AND PROSECUTIONS

54. Illegal mining, transportation and storage of minerals.- (1) No person shall undertake any prospecting or mining operations in any area without holding any mineral concession, permit or any other permission granted or permitted under these rules, as the case may be and shall not dispatch mineral from the mines, except from the quarry licence area or bricks, without valid rawanna or transit pass.
(2) No person shall transport or store or cause to be transported or stored any mineral otherwise than in accordance with the provisions of these rules.

(3) Whoever contravenes the provisions of sub-rule (1) and (2) shall be punished with imprisonment for a term which may extend to five years or with fine which may extend to five lacs rupees, or with both:

Provided that the Additional Director Mines, Superintending Mining Engineer, Superintending Mining Engineer (vigilance), Mining Engineer, Mining Engineer (vigilance), Assistant Mining Engineer, Assistant Mining Engineer (vigilance), Mines Foreman, Surveyor or any other officer or official authorised by the Government, Director or Additional Director Mines may either before or after the institution of the prosecution, compound the offence committed in contravention of the sub-rule (1) and (2) on payment of cost of mineral and compound fee as mentioned below:

<table>
<thead>
<tr>
<th>S.N</th>
<th>Vehicle/Equipment</th>
<th>Compound fee (in Rs.) per unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tractor trolley</td>
<td>Twenty five thousand</td>
</tr>
<tr>
<td>2.</td>
<td>Half Body Truck</td>
<td>Fifty thousand</td>
</tr>
<tr>
<td>3.</td>
<td>Full Body Truck, Dumpers, Trolla, Wire saw, crane, excavator, loader, power hammer, compressor, drilling machine etc.</td>
<td>One lacs</td>
</tr>
</tbody>
</table>

Note: Cost of the mineral shall be taken as ten times of royalty in lieu of rent, royalty, compensation for environmental degradation and tax chargeable on the land occupied without lawful authority, etc..

Provided that the amount of compound fee in cases other than specified as above shall not be less than rupees twenty thousand and shall be in addition to the cost of mineral.

(4) Where any person trespasses on any land in contravention of the provisions of sub-rule (1), such trespasser may be served with an order of eviction by the Additional Director Mines, Superintending Mining Engineer, Superintending Mining Engineer (vigilance), Mining Engineer, Mining Engineer (vigilance), Assistant Mining Engineer, Assistant Mining Engineer (vigilance), District Collector, Sub-Divisional Officer, Tehsildar, Deputy Conservator of Forest (in forest land), Assistant Conservator of Forest (in forest land), Regional Forest Officer (in forest land), Revenue Intelligence Officer of State Directorate of Revenue Intelligence (SDRI), Mines Foreman, Surveyor or any other officer or official authorised by the Government, Director or Additional Director Mines in this behalf.

(5) Whenever any person, without a lawful authority, raises any mineral from any land other than under any mineral concession or any other permission and for that purpose bring on the land any tool, equipment, vehicle or other thing, such tool, equipment, vehicle etc. along with
mineral, if any, may be seized by the authorities mentioned in sub-rule (4) who shall give a receipt to the person from whose possession the property or mineral is seized:

Provided that every officer seizing any property or mineral under this rule may handover the property or mineral so seized to the nearest police station or police chauki.

Provided further that the seized vehicle, equipment or mineral may be released after deposition of cost of mineral along with the compound fees as specified in sub-rule (3).

Provided also that where mineral so raised has already been dispatched or consumed, the authorities mentioned in sub-rule (3) shall recover cost of mineral along with the compound fees as specified in sub-rule (3).

Provided also that where vehicle, equipment or mineral so seized is not released, the officer seizing the property or mineral shall make a report of such seizure within seventy two hours to his superior officer and to the Magistrate having jurisdiction.

(6) All property seized under this rule shall be liable to be confiscated by an order of Magistrate if the amount equal to ten times of royalty in lieu of cost of mineral, rent, royalty, compensation for environmental degradation and tax chargeable on the land occupied without lawful authority, etc. is not paid by the trespasser within a period of three months from the date of commission of such offence or when the recoveries are not affected by that time:

Provided that on payment of these dues within the said period of three months, all properties seized shall be ordered to be released and shall be handed over to the trespasser or the owner of the property.

(7) Where the person committing an offence under these rules is a company registered under Companies Act, every person who at the time when the offence was committed, was incharge and was responsible to the company for conduct of the business of the company, shall be deemed to be guilty of the offence and shall be liable to be prosecuted and punished accordingly:

(8) The mines, revenue, police and transport department shall made co-ordinated efforts to vigil illegal mining or transportation of the mineral.

55. Contravention of certain conditions of lease.- Any lessee, his transferee or his assignee breaches any condition of the lease mentioned in clause (x) of sub-rule (1) of rule 28 and/or clause (iv) of sub-rule (2) of rule 28 shall be punished with imprisonment for a term which may extend to one year or with fine which may extend to rupees five thousand or both. In case of continuous contravention, the additional fine upto five hundred rupees for every day during which such contravention continues after conviction for the first such contravention shall be imposed.
56. Offence cognizable only on written complaint.- No court shall take cognizance of any offence punishable under these rules except upon a complaint in writing made by the authorities mentioned in sub-rule (4) of rule 54:

Provided that Mines Forman or Surveyor shall obtain approval of the Mining Engineer or Assistant Mining Engineer concerned before filing any complaint.

57. Role of police.- The authorities empowered to take action under rule 54 and rule 60 may request in writing for the help of the police and the police authorities shall render such assistance, as may be necessary, to enable the officer or official to exercise the powers conferred on them by these rules to stop illegal mining and the illegal movement of minerals. In case of theft of mineral, First Information Report shall be lodged in the respective police station under relevant section of the Indian Penal Code, 1860.

58. Investigation of offences.- (1) Subject to such conditions as may be specified, authorities as mentioned in sub-rule (4) of rule 54 shall investigate all or any of the offences punishable under these rules.

(2) Every officer so authorised shall in the conduct of such investigations, exercise the powers conferred by the Code of Criminal Procedure, 1973, upon an officer in-charge of a police station for the investigation of a cognizable offence.

59. Power to take evidence on oath.- The assessing authority or investigating officer as mentioned in sub-rule (4) of rule 54 and the appellate authority shall for the purpose of these rules have the same powers as are vested in a court under the Code of Civil Procedure, 1908, when trying a suit in respect of the following matters namely:-

(i) Enforcing the attendance of any person and examining him on oath or affirmation;

(ii) Compelling production of documents; and

(iii) Issuing commission for examination of witnesses and any proceedings before the appellate authority, the assessing authority and investigating officer shall be deemed to be a "Judicial Proceedings" within the meaning of section 193, 196 and 228 of the Indian Penal Code, 1860.

60. Establishment of check posts or barriers and inspection of minerals in transit and weighment.- (1) To prevent or check the evasion of royalty, the Mining Engineer or Assistant Mining Engineer concerned may direct to establish check post or barrier at such place and for such period as may be specified in the order.

(2) The Director, Additional Director Mines, Superintending Mining Engineer, Mining Engineer, Mining Engineer (vigilance), Assistant Mining Engineer, Assistant Mining Engineer (vigilance), Mines Foreman, Surveyor, Field Assistant, Nakedar or any other officer or
official authorised by the State Government, Director or Additional Director Mines may check a vehicle carrying the mineral at any place and the owner or the person in charge of the vehicle shall furnish a valid rawanna or transit pass or royalty receipt duly authenticated by the department in the specified form and any other documents or particulars as demanded by such officer.

(3) At every check post or barrier set up under sub-rule (1) or at any other place when so required by the officer in charge of the check post or officers or officials empowered in sub-rule (2), the owner or any person in charge of the vehicle shall stop the same, get the minerals contained therein weighed, shall pay weighing charges as fixed by the Government, from time to time and shall keep the vehicle stationed so long as may reasonably be necessary and allow officer in charge of the check post or such officer to examine the minerals in transit and also inspect all records relating to the minerals in possession of such owner or other person. The owner or person in charge of the vehicle shall, if so required by the officer in charge of the check post or any other officer, so empowered give his name and address as also that of the owner of the vehicle and the name and address of the consignor and the consignee. After checking the minerals and vehicle, the officer in charge of the check post or such officer shall put his signature on the rawanna, transit pass or royalty receipt so as to avoid any further checking at another check post.

(4) Every owner or person in charge of a vehicle shall carry with him a valid rawanna, transit pass or royalty receipt duly authenticated by the department in respect of the mineral carried and shall produce the same before any officer in charge of a check post or other officer or official empowered under sub-rule (2).

Explanation: Mineral shall not cease to be mineral by reason of being subjected to any process like crushing, breaking, drying, pulverizing, calcinising or any other procedure intended to make the mineral fit or suitable for sale or consumption.

(5) Where the officer in charge of the check post or any other officer or official empowered under sub-rule (2) above has a reason to believe that royalty is likely to be evaded in respect of any mineral liable to be assessed for royalty, such officer may require the owner or person in charge of the vehicle to pay an amount equal to ten times of royalty in lieu of cost of mineral, rent, royalty, compensation for environmental degradation and tax chargeable on the land occupied without lawful authority, etc. along with compounding fee as specified in sub-rule (3) of rule 54:

Provided that where on weighment or by measurement at the check post, it is found that the entire quantity of mineral is not covered by the rawanna, the amount of royalty on such difference, shall be recovered by the officer in charge of the check-post.
(6) The officer incharge of the check post or the officer or official empowered under sub-rule (2) shall have the power to seize and confiscate mineral alongwith vehicle which is not covered by a valid rawanna, transit pass or royalty receipt duly authenticated by the department, if the owner or person incharge of the vehicle refused to make payment as required under sub-rule (5), the seized vehicle alongwith mineral shall be handed over to the incharge of nearest Police Station, Police Chauki or departmental check post. The officer incharge of the check post or any officer or official empowered in this behalf shall give a receipt of such mineral alongwith vehicle seized by him to the person from whose possession or control it is seized. The officer incharge of the check post or any officer or official empowered under sub-rule (2) may direct the owner or person incharge of the vehicle to carry the vehicle alongwith mineral, so seized, to the nearest Police Station, Police Chauki or departmental check post.

(7) Whenever an order of confiscation in respect of mineral alongwith vehicle seized under sub-rule (6) is made by an officer or official empowered by the Government in this behalf, such officer shall give an option to the owner or incharge of the vehicle to pay an amount as specified in sub-rule (5) in lieu of such confiscation. In case of failure of the owner or person incharge of the vehicle to avail such option, the confiscated material may be disposed off by the confiscating officer or any other officer authorised in this behalf by public auction or he may sell it directly at the rate prevalent in the adjacent area:

Provided that no such mineral alongwith vehicle confiscated under sub-rule (6) shall be disposed off by the confiscating officer or any other officer authorized in this behalf before forty eight hours of such confiscation and till that time option shall remain with the owner or person incharge of the vehicle to carry the mineral after paying an amount as per sub-rule (5).

(8) The Director may authorize any electronic weigh bridges established in the State by third parties for weighment of mineral, on such conditions as may be specified.

(9) The mineral concession holder or registered weigh bridge owner shall allow authorities mentioned in sub-rule (4) of rule 54 at any time or times during the said term to examine and test every weighting machine and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if any ambiguity is found, the same shall be rectified by the mineral concession holder or registered weigh bridge owner.

61. Powers of entry, inspection of records and seizure of books of accounts of a dealer or assessee.- (1) An assessing authority or investigating officer not below the rank of Assistant Mining Engineer or Revenue Intelligence Officer of the State Directorate of Revenue Intelligence or any other officer or official authorized by the Government
or Director in this behalf may for the purpose of these rules, require any dealer or assessee to produce before him the accounts, registers and other documents and to furnish any other information relating to mining operations or business.

(2) All accounts, registers and other documents pertaining to the business of a dealer or assessee, the minerals in his possession or in the possession of his agent or broker for the time being on his behalf and their office, godown, factory, vehicle or any other place where the business is done or accounts are kept shall be open for inspection and examination by any such authority at all reasonable time.

(3) Where any such authority has reason to suspect that any dealer or assessee is attempting to evade payment of royalty or other dues under these rules, he may, for the reasons to be recorded in writing, seize such accounts, registers or other documents of the dealer or assessee as he may consider necessary and shall give receipt to the dealer, assessee or any other person from whose custody such accounts, registers and documents are seized. The accounts, registers and documents so seized shall be retained by such officer only for their examination, for any inquiry or proceedings under these rules or for prosecution:

Provided that the accounts, registers and documents so seized shall not be retained by such officer beyond a period of three months from the date of seizure without the written order of the Director for reasons to be recorded in writing.

Provided further that before returning the accounts, registers and documents, such officer may require that the dealer or assessee shall give a written undertaking that the accounts, registers and documents, shall be presented whenever required by authorities mentioned in sub-rule (1) for proceedings under these rules and that such undertaking shall be supported by a security deposit of rupees ten thousand in form of National Saving Certificate or Fixed Deposit Receipt duly pledged in favour of the authority concerned.

(4) For the purpose of sub-rule (2) and (3), any such authority shall have powers to enter and search at all reasonable times any offices, godown, factory or vehicle or any other place of business or any building or place where any such authority, has reason to believe that the dealer or assessee keeps or for the time being keeping any minerals, accounts, registers or other documents pertaining to his business or mining operations and also to search the body of any other person found in such office, godown, factory, vehicle, building or place about whom any such authority has reason to suspect that he may have in his personal possession any such minerals, books of accounts, registers or documents.

(5) Such authority may, when it is not practicable to seize any books or accounts, registers, documents or mineral, serve upon the dealer or assessee or the person who is in immediate possession or control thereof,
(5) The power conferred by sub-rule (4) and (5) shall include the power to break or open any box or receptacle in which any mineral, accounts, registers or documents of dealer or assessee may be contained or to break or open the door of any premises where any such mineral, accounts registers or documents may be kept or to place marks of identification on his books of accounts, registers or documents to make or cause to be made extracts or copies thereof:

Provided that the power to break or open the doors shall be exercised only after the dealer or assessee or any other person in occupation of the premises, if he is present therein, fails or refuses to open the door on being called upon to do so.

(6) Any such authority shall have power to seize any mineral, the removal or sale of which is liable to payment of royalty or cost and which are found in possession of a dealer or assessee or in the possession of his agent or broker or of any other person for the time being on his behalf or in any office, godown, factory, vehicle or any other place of business or building of the dealer or assessee or of the agent, the broker or of any other person holding the said mineral on his behalf but not accounted for by the dealer or assessee in his accounts, registers and other documents maintained in the course of his business or any mining operations:

Provided that list of minerals or documents seized under this sub-rule shall be prepared by such authority and signed by two respectable witnesses.

(7) Such authority may after giving an opportunity of being heard and holding such further inquiry as he may consider fit, realize from the dealer or assessee, for the possession of mineral not accounted for, an amount equal to ten times of royalty in lieu of cost of mineral, rent, royalty, compensation for environmental degradation and tax chargeable on the land occupied without lawful authority, etc.

(8) Such authority may release the mineral or documents seized under these rules on payment of an amount equal to ten times of royalty in lieu of cost of mineral, rent, royalty, compensation for environmental degradation and tax chargeable on the land occupied without lawful authority, etc. or on furnishing such security deposit in the form of Bank Guarantee for a minimum period of six months equivalent to above mentioned amount for payment thereof as he may consider necessary.

(9) Any such authority may require any person,-

(i) who transports or holds in custody for delivery to or on behalf of any dealer or assessee, any mineral, to give any information likely to be in his possession in respect of such mineral or to permit inspection thereof as the case may be; and
who maintains or has in his possession any accounts, books or documents relating to the business or mining operations, to produce such accounts, books or documents for inspection.

11) The provisions of the Code of Criminal Procedure, 1973 relating to searches shall apply, so far as may be, to the searches made under these rules.

62. Power to summon.- (1) The assessing authority for the observance of these rules and for reasons to be recorded may summon any person using and/or dealing in the mineral in the State and may demand necessary information and sources from where the mineral has been procured and the assessing authority may also depute any officer or official by a general or special order in writing to collect such information and thereafter assess the royalty or an amount equal to ten times of royalty in lieu of cost of mineral, rent, royalty, compensation for environmental degradation and tax chargeable on the land occupied without lawful authority, etc. recoverable as the case may be.

(2) Any person who is engaged in dealing of minerals shall maintain a correct account of mineral purchased, stocked and sold by him and these records shall be produced for inspection, if required by assessing authority or a person authorized by assessing authority in this behalf:

Provided that if such dealer fails to produce record of mineral purchased by him, the assessing authority may enter into any place where the mineral is stored and measure or count it and assess an amount equal to ten times of royalty in lieu of cost of mineral, rent, royalty, compensation for environmental degradation and tax chargeable on the land occupied without lawful authority, etc. which shall be recovered from the dealer.

CHAPTER XI
APPEAL AND REVISION

63. Appeal.- (1) Any person aggrieved by any order of the Superintending Mining Engineer, Superintending Mining Engineer (Vigilance), Mining Engineer, Mining Engineer (Vigilance), Assistant Mining Engineer or Assistant Mining Engineer (Vigilance) passed under these rules shall have the right of appeal to the Additional Director Mines authorized by the Government.

(2) Any person aggrieved by any order passed in appeal under sub-rule (1) or any other order passed by the Director or Additional Director Mines under these rules shall have the right of appeal to the Government.

(3) Every appeal shall be made in Form -29 in duplicate and shall be accompanied by a fee of rupees five thousand.

(4) An appeal shall be filed within three months of the date of communication of the order appealed against:
Provided that an appeal may be admitted after the said period if the appellate authority is satisfied that the appellant has sufficient cause for not filing the appeal within the said period but the appeal shall not be admitted after expiry of six months from the date of order appealed against.

64. Revision.- (1) The Government, in respect of any order passed in appeal or otherwise under these rules by any officer, may on an application by an aggrieved party or of its own motion call for and examine the connected records for the purpose of satisfying itself as to the correctness, legality or propriety of such order, may confirm, modify or rescind such order.

(2) A revision shall be filed within three months of the date of communication of the order:

Provided that an application for revision may be admitted by the Government after the said period of three months if the Government is satisfied that the applicant had sufficient cause for not filing the revision application in time but the revision shall not be admitted after expiry of six months from the date of order revisioned against.

(3) Every application for revision shall be made in Form -30 in duplicate and shall be accompanied by a fee of rupees five thousand.

65. Procedure of appeal and revision.- (1) On receipt of appeal or revision, copy of appeal or revision as the case may be, shall be sent to the officer whose order is the subject of appeal or revision or other authority and to all the impleaded parties calling upon them to make such comments as they may like to make within three months from the date of issue of communication.

(2) Comments received from any party under sub-rule (1) above shall be made available to the other parties for making such further comments as they may like to make within one month from the date of issue of such communication.

(3) The appeal or revision, communications containing comments referred in sub-rule (1) and (2) shall constitute the record of the case.

(4) After considering the record referred in sub-rule (3), the appellate or revisional authority may confirm, modify or set aside the order or pass such other order in relation thereto as it may deem just and proper.

(5) Pending the final disposal of appeal or revision, the appellate or revisional authority may, for sufficient cause, stay the execution of the order against which appeal or revision has been made.

CHAPTER XII
MISCELLANEOUS

66. Amalgamation of mining leases or quarry licences.- The competent authority may, in the interest of mineral development and with reasons to be recorded in writing, permit amalgamation of two or
more adjoining leases or licences held by a lessee or licencee, as the case may be:

Provided that the period of the amalgamated lease or licence shall be co-terminus with the lease or licence whose period expires first.

67. **Application of these rules.**- These rules shall apply to all existing mining leases and quarry licences granted or renewed or period of which have been extended, short term permit, permit, royalty collection contract, excess royalty collection contract with or without collection of permit fee or other charges, granted before the commencement of these rules.

68. **Assessment of compensation for damage.**– (1) After the termination of a mining lease, the Government shall assess the damage, if any, done to the land by the prospecting or mining operations and shall determine the amount of compensation payable by the licensee or the lessee as the case may be to the occupier of the surface land.

(2) Every such assessment shall be made within a period of one year from the date of termination of the mining lease by an officer appointed by the Government in this behalf.

69. **Change of name, nationality, etc., to be intimated.**– (1) An applicant or the holder of a mineral concession shall intimate to the Government within sixty days any change that may take place in his name, nationality or other particulars furnished to the Government.

(2) If the holder of a mineral concession fails without sufficient cause to furnish the information referred to in sub-rule (1), the Government may impose a fine which may extend to rupees two lacs and in case of continued contravention of the provisions of sub-rule (1), the Government may determine the mineral concession:

Provided that no such order shall be made without giving the lessee or licencee, as the case may be, a reasonable opportunity of stating his case.

70. **Delegation of powers.**– (1) Any power exercisable under these rules by the Government shall also be exercised by such officer or authority subordinate to the Government as mentioned in Schedule VI appended to these rules.

(2) The Government may further, by notification in the Official Gazette direct that any power exercisable by it under these rules may in relation to such matters and subject to such conditions, if any, as may be specified in the notification be exercisable also by such officer or authority subordinate to the Government.

71. **Dues may be recovered as arrears of land revenue.**– Notwithstanding anything contained in these rules, Government may recover any dues in respect of dead rent, royalty, licence fee, royalty collection contract amount, excess royalty collection contract amount, contribution to the District Mineral Foundation Trust fund, any other
dues together with interest, if applicable, cost of mineral, penalties as an arrears of land revenue.

72. e-Payment.- All type of fee, penalty, dues, dead rent, royalty or any other payment payable under these rules shall be made through e-payment only.

Provided that the Mining Engineer or Assistant Mining Engineer concerned may deposit any payment manually in case of technical problem in the system. In such case, as soon as the system starts working, the Mining Engineer or Assistant Mining Engineer concerned shall upload such manual deposits in the online system.

73. e-Rawanna.- (1) It shall be mandatory for the lessee to obtain e-rawanna generated through online.

(2) Every lessee shall have to get himself registered with departmental website and have to get user id and password. After login, he may not only generate e-rawanna but also get access to lease details, demand register and all other information pertaining to the lease.

(3) In case of any technical problem in generation of e-rawanna, the lessee may obtain rawanna in physical form from the Mining Engineer or Assistant Mining Engineer concerned.

(4) The lessee shall have to upload the details of physical rewanna so issued in the system as soon as the system is restored.

74. Exemptions.- (1) Notwithstanding anything contained in these rules, extraction or removal of gypsum for improvement of agriculture land, digging or extraction of brick earth used for making bricks or pottery, ordinary earth or murrum used for filling, leveling or embankment of roads or railways upto depth of two meters shall not be treated as mining operations:

Provided that such operations shall be carried out under short term permit, permit or brick earth permit issued by the Mining Engineer or Assistant Mining Engineer concerned.

(2) Notwithstanding anything contained in these rules, no rent, royalty or fee shall be charged for,-

(i) excavation of ordinary clay including brick making clay and masonry stone from areas, which are not working pits of a holder of mineral concession, by a tenant for bonafide purpose of construction or repairs of,-

(a) irrigation tanks, channels and drains;

(b) wells;

(c) compound walls for fields; or

(d) residential house including compound walls and cattle sheds in rural areas:

Provided that,-

(I) such excavation and removal of aforesaid mineral shall be on the basis of the permits issued by the Panchayat or Patwari of the
village, where the tenant resides. The permit shall contain the details of the total quantity of mineral, period, its area of excavation and removal and name and address of the tenant; and

(II) nothing in this sub-rule shall abridge the rights of cultivators under section 36 of the Rajasthan Tenancy Act, 1955.

(ii) excavation of ordinary earth from village ponds or tanks situated in gram panchayat for de-silting and further use of such earth by tenants for filling or leveling in agricultural fields or any other community work in village;

(iii) excavation of ordinary clay by hereditary Kumhars who prepare earthen pots on a cottage industry basis;

(iv) excavation of ordinary clay manually by earthen tile makers who prepare earthen tiles (kawelus) on a cottage industry basis;

(v) search for and obtaining the samples of minerals on the surface by chipping of outcrops without involving any disturbance of the soil by way of bore hole, pit, trench or otherwise;

(vi) cutting and filling or leveling of any land to make it suitable for colonisation work;

(vii) channelisation of any river system for protection works from any incidence of inundation or flooding, provided the mineral extracted in the process is used at the same place for creation of safety embankments and is not disposed off outside such area;

(viii) excavation of masonry stone, murrum and bajri from areas which are not the working pits of a holder of mineral concession by any person or institution, for construction of public utility buildings such as schools and hospitals in the rural areas from donation or contribution:

Provided that such excavation and removal of aforesaid minerals, shall be under a permit granted by the Mining Engineer or Assistant Mining Engineer concerned, after verification from the Sarpanch or Pradhan;

(ix) excavation of ordinary earth from the borrow land and used in the construction of road or embankment, anicuts in government works except construction of national highway, state highway, railways tracks and dams;
(x) excavation of ordinary earth from sources situated in gram panchayat for personal use or community work in village; and

(xi) community works like rural roads or any other departmental activities undertaken by the rural development department or panchayat raj institutions.

(3) The Government may, by notification in the Official Gazette, exempt any person or class of persons from the purview of these rules, provided that the mineral is stored or carried for the purpose of scientific test.

75. Null and void.- No mining lease, quarry license, short-term-permit or any other permit shall be granted otherwise than in accordance with the provisions of these rules and if granted shall be deemed to be null and void.

76. Mutation of mineral concession, contract and permit.- (1) Where a holder of mineral concession, contract or permit, being an individual, dies during the currency of the mineral concession, contract or permit, then his legal heirs shall intimate in this regard to the Mining Engineer or Assistant Mining Engineer concerned within a period of thirty days and suspend all the mining operations in the area, immediately. Mining operations shall be resumed only after execution of mutation deed.

(2) An application for mutation shall be submitted to the Mining Engineer or Assistant Mining Engineer concerned along with fee of rupees two thousand, death certificate of the deceased, affidavit of legal heirs, affidavit of other legal heirs in favour of the applicant for relinquishment of their rights, if any, within three months from the date of death. The applicant shall also submit a self-attested photo copy of PAN card and self-attested photo copy of the driving licence, passport, voter identification card or aadhar card for the photo identity and address proof along with the application.

(3) After receiving the application, the Mining Engineer or Assistant Mining Engineer concerned shall invite objections through public notice in one daily news paper having wide circulation in the State and one local newspaper in the locality of the area in question. Such notice shall also be affixed on the notice board of the Mining Engineer or Assistant Mining Engineer concerned and shall also be affixed at conspicuous place at mines or quarry site. Such notice shall be of at least fifteen clear days from the date of such last publication or affixation:

Provided that in case of dispute regarding legal heirship, the Mining Engineer or Assistant Mining Engineer concerned may ask the applicant to submit succession certificate issued by the competent court.

(4) Every application for mutation shall be disposed off by the competent authority preferably within a period of three months.
(5) Mutation deed shall be executed in Form -31 within a period of three month from the date of issue of order of mutation or within such period as the competent authority may allow in this behalf.
(6) The mineral concession, contract or permit shall be deemed to have been cancelled, in case application for mutation of mineral concession, contract or permit is not submitted within specified time of three months from date of death of concessioner, contractor or permit holder.
(7) The order of mutation shall be revoked by the competent authority and possession of the area shall be taken, in case where order for mutation has been passed but legal heir fails to execute mutation deed within specified time.

77. Rate of interest.- Simple interest at the rate of eighteen percent shall be charged from the due date on all dues in respect of dead rent, royalty, annual quarry licence fee, royalty collection contract, excess royalty collection contract amount and contribution towards District Mineral Foundation Trust:
 Provided that in case of any dues in respect of interest, penalty or cost of mineral, no interest shall be charged.

78. Recognition of bapi and proprietary rights.- The Government shall not recognize any Bapi or proprietary right in or any land wherein such a right is claimed by any person over any mineral bearing land, quarry or mine unless declared so by a court of competent jurisdiction.

79. Rectification of mistakes.- Any clerical or arithmetical mistake or any error arising therein from accidental slip or omission in any order passed by the Government or any other officer may be corrected within two years from the date of order by the Government or officer, as the case may be:
 Provided that no order prejudicial to any person shall be passed unless a reasonable opportunity has been provided for stating his case.

80. Refund.- The assessing authority with prior approval of the competent authority shall, refund to an assessee any amount paid by him in excess to the amount due either by cash payment or by adjustment:
 Provided that claim for refund shall be allowed only if it is asked for and made within two years from the date on which the order of assessment was passed or within twelve months of the final order passed in appeal whichever is the later.

81. Register to be open for inspection.- All registers maintained in the office of the Mining Engineer or Assistant Mining Engineer under these rules shall be open for inspection by any person who holds or intends to acquire a mineral concession under these rules on payment of fee of rupees one hundred for each inspection.

82. Regulation of transportation of mineral.- The Government, in public interest, may by notification in the official
gazette, restrict or regulate the transport of any mineral from any area for any specific time.

83. Relaxation of rules.- The Government may make an appropriate scheme for waiving off any dues or any other amount in public interest.

84. Reservation of area by the Government.- (1) Where prospecting of any mineral is to be undertaken by the State or Central Government or State or Central Government Company or Corporation owned or controlled by it, the State Government shall issue a notification giving details of the area and the period for which such operations are to be undertaken. The notification shall be uploaded on departmental web portal. The period of such reservation shall be up to three years. The prospecting agency shall intimate the complete results of prospecting operations to State Government within the period of three months after the expiry of the period specified in the notification.

(2) A separate control register for area reserved under sub-rule (1) shall be maintained at the Directorate in Form -32 and progress of prospecting operations of every area so reserved shall be monitored on half yearly basis.

(3) In case of area reserved for undertaking prospecting operations by the State or Central Government or Company or Corporation owned or controlled by it, the notification so issued shall lapse at the expiry of the period and the area shall be treated as free.

(4) In case of area reserved for undertaking prospecting operations by the Central or State Government, after expiry of period of the notification, the period may be further extended up to two years.

(5) If after prospecting operations, mineral evidence has been established, the prospecting agency mentioned in sub-rule (1) may make an application for grant of mining lease.

(6) Notwithstanding anything contained in these rules, the State Government may grant mining lease to the State or Central Government Company or Corporation owned or controlled by it, subject to payment of such additional amount as may be specified by the Government.

85. Requirement of no dues certificate.- A copy of no dues certificate from the Mining Engineer or Assistant Mining Engineer concerned shall be required only at the time of submission of application for grant of any mineral concession if the applicant or his/her family member holds or has held any mineral concession, royalty or excess royalty collection contract in the State. Latest no dues certificates shall also be required at the time of execution of lease deed or issuance of quarry licence.

86. Service of notice.- (1) Every notice to the holder of mineral concession, permit, contract etc. under these rules shall be given in writing in person or by registered post at the address recorded in lease deed, licence, permit or contract or such other address as may be, from
time to time, intimated in writing by such person, to the authorities concerned having jurisdiction.

(2) The service of such notices on any adult member of the family, agent or any other authorized person shall be deemed to be proper and valid service and shall not be questioned or challenged by him. An endorsement by postal employee that such persons refused to take the delivery or non-availability of the person at the last known address shall be deemed to be prima-facie proof of service.

(3) Where the concern authority is satisfied that there is reason to believe that the person concern is keeping out of the way for the purpose of avoiding service, or that for any other reason the notice cannot be served in the ordinary way, the notice shall be served by affixing a copy thereof in some conspicuous place in the concern office and also upon some conspicuous part of the house or mine in which the person is known to have last resided or carried on business or personally worked for gain, or in such other manner as the concern authority thinks fit.

87. Special mode of recovery.- (1) Notwithstanding anything contained in these rules or contract to the contrary, the assessing authority may at any time, by notice in writing (a copy of which shall also be sent to the assessee at his last known address) require any person from whom any amount is due or may become due to an assessee who has failed to pay any rent, royalty, contribution towards District Mineral Foundation Trust, penalty, interest or any sum due to the Government to pay such amount limiting to total dues on demand by the assessing authority.

(2) The assessing authority issuing a notice under sub-rule (1) may at any time amends or revoke such notice or extend the period for making any payment in pursuance of the notice.

(3) Any person making any payment in compliance of a notice issued under sub-rule (1) shall be deemed to have been made the payment under the authority of the assessee and the treasury receipt for payment shall constitute a good and sufficient discharge of the liability of such person to the assessee to the extent of the amount specified in such receipt.

(4) Any person discharging any liability of the assessee after service of the notice upon him under sub-rule (1) shall be personally liable to the Government to the extent of the discharge of the liability to the assessee in respect of any other sum due from the assessee to the Government.

(5) Any unpaid amount which a person is required to pay or for which he is personally liable to pay to the Government under sub-rule (1) shall if such amount remains unpaid, be recoverable as an arrear of land revenue.

88. Status of the grant on the death of applicant.- (1) Where an applicant, for grant of mineral concession, contract or permit, as the case may be, dies before passing the order of grant, such application shall be deemed to have been made by his/her legal heirs.
(2) In the case of an applicant in respect of whom an order of grant or extension of period of mineral concession or order of grant of contract, but who dies before the execution of deed or issuance of quarry licence, the order shall be deemed to have been issued in the name of the legal heirs of the deceased.

89. Status of pending applications.- Notwithstanding anything contained in these rules, all the pending applications except saved under rule 4 and rule 5, on the date of notification of these rules shall be deemed to have been rejected:

Provided that on and after the commencement of these rules, all applications including those rejected under the Rajasthan Minor Mineral Concession Rules, 1986 or rejected under notification dated 3rd April 2013 or subsequently restored shall be deemed to have been rejected and such applicant shall have no locus standi under these rules.

90. Stoppage of mining operations.- The Director, Additional Director Mines, Superintending Mining Engineer, Mining Engineer, Assistant Mining Engineer may prohibit mining operations and seize mineral, equipment, tool and vehicle in case the mining operations are not being carried out in accordance with the terms and conditions of the mineral concession or permit granted under these rules:

Provided that Mining Engineer or Assistant Mining Engineer shall not prohibit mining operations in any mineral concession area without approval of Superintending Mining Engineer concerned, but in case of immediate danger to mine workers or any human life, Mining Engineer or Assistant Mining Engineer may prohibit the mining operations immediately under intimation to Superintending Mining Engineer and Director, Mines Safety, wherever applicable, within twenty four hours. On receipt of such communication, the Superintending Mining Engineer concerned, shall visit the site personally and shall approve or disapprove the stoppage of mining operations with the reasons to be recorded in writing within fifteen days. Further action shall be taken as per rule 28. Such seized mineral or equipment shall only be released and mining operations shall be resumed with prior written approval of Superintending Mining Engineer concerned after rectification of breaches.

91. Survey and demarcation.- (1) The arrangements shall be made by the Mining Engineer or Assistant Mining Engineer concerned at the expenses of the lessee or licencee for survey and demarcation of the area granted under lease or licence and the survey of the area may be conducted using Global Positioning System or Differential Global Positioning System.

(2) Fee for demarcation shall be rupees one thousand and five hundred per hectare or part thereof subject to maximum of rupees fifty thousand:

Provided that demarcation fee for re-verification of boundary pillars shall be two times of the amount mentioned above.
92. Transit Pass.- (1) The dealer or stockiest shall submit an
application for transit pass to dispatch royalty paid mineral to Mining
Engineer or Assistant Mining Engineer concerned in Form -33 duly
specifying all the particulars prescribed therein.
(2) The application for transit pass shall be accompanied by a copy of
relevant documents of royalty payment i.e. royalty receipts, rawanna or
transit pass in the name of dealer or stockiest along with receipt and
dispatch register of stock.
(3) On receipt of an application under sub-rule (1), after physical
verification, the Mining Engineer or Assistant Mining Engineer
concerned may issue transit pass in Form -34 for specified quantity and
period subject to such terms and conditions as deemed necessary. The
Mining Engineer or Assistant Mining Engineer may refuse to issue
transit pass for reasons to be recorded in writing and communicated to
the dealer.
(4) The Mining Engineer or Assistant Mining Engineer shall maintain
register of issue of transit pass in Form -35.
(5) Rawanna, royalty receipts or transit pass submitted by the dealer in
lieu of transit passes shall be stamped as "cancelled and transit pass
issued" by the Mining Engineer or Assistant Mining Engineer concerned.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Mineral (in hectare)</th>
<th>Mineral (in hectare)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>1</td>
<td>Bajri (river sand)</td>
<td>Agate 4.00</td>
</tr>
<tr>
<td>2</td>
<td>Bajri (other than river sand)</td>
<td>Ball Clay 4.00</td>
</tr>
<tr>
<td>3</td>
<td>Brick earth 1.00</td>
<td>Barytes 4.00</td>
</tr>
<tr>
<td>4</td>
<td>Chert 1.00</td>
<td>Bentonite 4.00</td>
</tr>
<tr>
<td>5</td>
<td>Diorite 1.00</td>
<td>Calcareous sand 4.00</td>
</tr>
<tr>
<td>6</td>
<td>Dolerite 1.00</td>
<td>Calcite 4.00</td>
</tr>
<tr>
<td>7</td>
<td>Gneissess 1.00</td>
<td>Chalk 4.00</td>
</tr>
<tr>
<td>8</td>
<td>Granite 1.00</td>
<td>China clay 4.00</td>
</tr>
<tr>
<td>9</td>
<td>Jhanjhara / Dhandhala 1.00</td>
<td>Clay others 4.00</td>
</tr>
<tr>
<td>10</td>
<td>Kankar 1.00</td>
<td>Corundum 4.00</td>
</tr>
<tr>
<td>S. No.</td>
<td>Name of Mineral</td>
<td>Quality shape and size of mineral</td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>11.</td>
<td>Lime kankar</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Limestone</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Limestone (dimensional)</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Marble</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Masonary Stone</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Murram</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Ordinary Clay</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Ordinary earth</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Phyllites</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Rhyolite</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Sandstone</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Schist</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Serpentine</td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>Shale</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Slate stone</td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>Surkhi</td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td>All other minerals not</td>
<td></td>
</tr>
<tr>
<td></td>
<td>specified in this Schedule</td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>Silica sand</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>Steatite / Talc / Soapstone</td>
<td></td>
</tr>
</tbody>
</table>

**SCHEDULE II**

RATE OF ROYALTY

[See rule 28(2)(i), 28(3)(i)]

**Part-A**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Mineral</th>
<th>Quality shape and size of mineral</th>
<th>Rate of Royalty (Rs. Per/Tonne)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sandstone</td>
<td>Dimensional stones – (i) Dressed, polished or cut slabs, patti katla, ashlar, tiles, flooring and roofing stones and blocks.</td>
<td>240.00</td>
</tr>
</tbody>
</table>
2. **Limestone** Dimensional stones –
   (i) Used as flooring, roofing and pillaring stone etc.:—
      (a) Kota and Jhalawar districts 110.00
      (b) Jaisalmer district 30.00
      (c) Jaisalmer Ashlar 100.00
      (d) All other districts 23.00
   (ii) Mineral waste of Limestone (Dimensional) used for purposes other than raw material by an industry.
   (iii) Mineral waste if used in industries.

3. **Limestone and Lime** Suitable for lime making
   Lime 90.00
   135.00

4. **Lime Kanker, Jhajhara Kanker** Lime Kanker and Jhajhara Kanker 20.00

5. **Marble, Serpentine, and other decorative stone** Slabs and tiles
   (i) Slabs and tiles having one dimension (width) 35cm and above and other finished products:—
      (a) For Makrana Area 380.00
      (b) For All other Area of Rajasthan 430.00
      (c) For All other Area of Rajasthan 350.00
   (ii) Tiles having one dimension (width) less than 35cm
      Blocks 240.00
      130.00
   (i) Irregular blocks
   (ii) Irregular blocks processed by single wheel cutters whose diameter is not more than 60cm located within the State of Rajasthan:
      Provided that such blocks are not processed in the factory premises where other wheel cutters having 65.00
      90.00
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>Granite, Diorite and other igneous rock types suitable for polishing</td>
<td>Blocks having any dimension more than 70cm.</td>
<td>215.00</td>
<td>90.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Blocks having no dimension more than 70cm.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Khanda used as Masonary Stone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Chips making minerals like Dolomite, Limestone, Marble, Rhyolite, Chert, Serpentine, Quartzite etc.</td>
<td>Used for making chips.</td>
<td>65.00</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Masonary Stone (Dolomite, Granite, Limestone, Rhyolite, Sandstone, Quartzite, Schist, Phyllites etc.)</td>
<td>(i) Used as khanda, ballast, road metal, fetchere, gitty/grit, papada, crusher dust, gravel, jhajhara, quarry rubbish, Granular Sub-Base (G.S.B.) etc.</td>
<td>30.00</td>
<td>23.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(a) Alwar, Bharatpur, Jaipur, Jhunjhunu and Sikar districts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(b) Other districts</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii) Used for making cobbles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Bajri, Kanker and ordinary earth</td>
<td>Bajri, Kanker-</td>
<td>35.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(i) Bharatpur, Jhunjhunu, Dholpur, Tonk and Sikar districts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii) Other districts</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ordinary earth used for-</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(i) Manufacturing of Earthenware’s, tiles etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii) Filling or leveling purposes in construction of embankment, roads, railways etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Brick earth, Murram, Surkhi</td>
<td>Brick earth, Murram, Surkhi</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Phyllite and Schist</td>
<td>Dimensional Stone used as Pati, kattla, roofing, flooring etc.</td>
<td>60.00</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Slate stone</td>
<td></td>
<td>120.00</td>
<td></td>
</tr>
</tbody>
</table>
13. Ordinary clays used for colour washing &nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;15.00

14. (a) Bricks earth, Phyllite and Schist, Bajri, Shale, Gneisses, and any other rocks/minerals used for special purposes. &nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&n
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Mineral</th>
<th>Rate of Dead Rent in Rs. per ten square meter or part thereof</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Dimensional stone: Sandstone, Limestone, Slate stone and other Dimensional stones which have not been mentioned anywhere in this schedule, Phyllite and schist</td>
<td>70.00</td>
</tr>
<tr>
<td>2.</td>
<td>Mineral used for lime making : Limestone Lime Kankar, Dhandhla and jhajhara kankar</td>
<td>60.00</td>
</tr>
<tr>
<td>3.</td>
<td>Mineral used for making chips: Limestone, Marble, Chert, Serpentine, Rhyolite, Quartzite and other rocks</td>
<td>60.00</td>
</tr>
<tr>
<td>4.</td>
<td>Mineral used as Blocks and sawn as slabs</td>
<td></td>
</tr>
</tbody>
</table>
and tiles:
Marble, Serpentine and other rocks
Granite, Diorite, Rhyolite, Dolerite and other rocks

5. Masonary stone and mineral used in construction works such as ballast, road metal, brick earth, murrum, kankar, bajri or surkhi etc.

6. Bajri (river sand)

7. Ordinary white/yellow/red clays

8. Other minerals not specified above

### Part-5

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Mineral</th>
<th>Rate of Dead Rent in Rs. per ten square meter or part thereof</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Agate, Ball Clay, Calcareous Sand, Calcite, Chalk, China Clay, Clay(Others), Corundum, Diaspore, Dolomite, Dunite/Pyroxenite, Felsite, Fireclay, Gypsum, Jasper, Kaolin, Laterite, Mica, Ochre, Pyrophyllite, Quartzite, Silica Sand and Steatite/Talc/Soapstone</td>
<td>30.00</td>
</tr>
<tr>
<td>2.</td>
<td>Felspar, Quartz</td>
<td>25.00</td>
</tr>
<tr>
<td>3.</td>
<td>Barytes, Bentonite</td>
<td>45.00</td>
</tr>
<tr>
<td>4.</td>
<td>Fuller’s earth</td>
<td>25.00</td>
</tr>
<tr>
<td>5.</td>
<td>Saltpeter</td>
<td>15.00</td>
</tr>
<tr>
<td>6.</td>
<td>Other minerals not specified above</td>
<td>50.00</td>
</tr>
</tbody>
</table>

### SCHEDULE IV

**PENALTIES FOR NON-OBSERVANCE OF THE TERMS AND CONDITIONS OF MINING LEASE AGREEMENT**

[See rule 28(2)(xvii)(a)]

<table>
<thead>
<tr>
<th>S No.</th>
<th>Rule</th>
<th>Clause of agreement</th>
<th>Brief content of the breach</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>1.</td>
<td>28(2)(i)</td>
<td>4(1), 4(2), 4(3), 4(4), 4(6)</td>
<td>Non-payment of royalty, dead rent and other charges.</td>
<td>(i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, ten percent of security deposit or</td>
</tr>
</tbody>
</table>
rupees five thousand, whichever higher, shall be forfeited.

(ii) If the breach is not remedied after forty-five days, the lease shall be determined with forfeiture of security deposit:

Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and twenty percent of the security deposit or rupees ten thousand, whichever higher, shall be forfeited.

|---|---|---|---|

(i) If the breach is remedied after notice period but within forty-five days from the date of receipt of notice, ten percent of security deposit or rupees five thousand, whichever higher, shall be forfeited.

(ii) If the breach is not remedied after forty-five days, the lease shall be determined with forfeiture of security deposit:

Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and twenty percent of the security deposit or rupees ten thousand, whichever higher, shall be forfeited.

<table>
<thead>
<tr>
<th>3</th>
<th>28(1)(iv)</th>
<th>4(9)</th>
<th>Non-</th>
</tr>
</thead>
</table>

(i) If the breach is remedied
<table>
<thead>
<tr>
<th>4. 28(1)(viii) 4(11)</th>
<th>Non commencement of mining operation within six months from the date of execution of the lease and thereafter carry on effectively.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(i) If the breach is remedied after notice period but within ninety days from the date of receipt of notice, ten percent of security deposit or rupees five thousand, whichever higher, shall be forfeited.</td>
</tr>
<tr>
<td></td>
<td>(ii) If the breach is not remedied after ninety days, the lease shall be determined with forfeiture of security deposit:</td>
</tr>
<tr>
<td></td>
<td>Provided that if the breach is remedied in full before the lease termination order is issued, the lease shall not</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>5.</td>
<td>28(2)(iv) 4(12)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>28(1)(xiv) 4(17)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>28(1)(xv) 4(18)</td>
</tr>
<tr>
<td>Section</td>
<td>Rule</td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
</tr>
<tr>
<td>7.</td>
<td>28(2)(xi)</td>
</tr>
<tr>
<td></td>
<td>(a)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>11(1)(ii)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
|   |   |   | days, the lease shall be determined with forfeiture of security deposit:  
Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and the security deposit or rupees fifty thousand, whichever less, shall be forfeited. |
|---|---|---|
| 9. 29 4(12) | Non submission of mine plan / mining scheme and its modification | (i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, twenty five percent of security deposit or rupees twelve thousand and five hundred, whichever less, shall be forfeited.  
(ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit:  
Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and fifty percent of the security deposit or rupees twenty five thousand, whichever less, shall be forfeited. |
| 10. 28(1)(viii) 4(11) | Not working the mines in workman like manner | (i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, fifty percent of security deposit or rupees twenty five |
thousand, whichever less, shall be forfeited.

(ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit:

Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and the security deposit or rupees fifty thousand, whichever less, shall be forfeited.

11. 30(1,2) 6(17) Non employment of qualified personnel

(i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, twenty five percent of security deposit or rupees twelve thousand and five hundred, whichever less, shall be forfeited.

(ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit:

Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and fifty percent of the security deposit or rupees twenty five thousand, whichever less, shall be forfeited.

12. 34(2)(v) 4(11) Non dumping of overburden

(i) If the breach is remedied after notice period but within forty five days
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>191 ¼</td>
<td>122 ½</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>at earmarked places</td>
<td>from the date of receipt of notice, twenty five percent of security deposit or rupees twelve thousand and five hundred, whichever less, shall be forfeited. (ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and twenty percent of the</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. - -</td>
<td>All other remedial breaches not mentioned above. (i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, ten percent of security deposit shall be forfeited subject to minimum rupees one thousand and maximum rupees seven thousand and five hundred. (ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and twenty percent of the</td>
<td></td>
</tr>
</tbody>
</table>
security deposit shall be forfeited subject to minimum rupees two thousand and maximum rupees fifteen thousand.

14. All other non-remedial breaches not mentioned above. (i) If the breach does not continue after receiving legal notice by lessee, twenty percent of security deposit or rupees twenty five thousand, whichever less, shall be payable by the lessee.

(ii) If the breach continues even after receiving notice, the lease shall be determined with forfeiture of security deposit.

SCHEDULE-V
PEALTIES FOR NON-OBSERVANCE OF THE TERMS AND CONDITIONS OF ROYALTY COLLECTION CONTRACT/EXCESS ROYALTY COLLECTION CONTRACT AGREEMENT
[See rule 44(26)]

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Rule</th>
<th>Clause of agreement</th>
<th>Brief content of the breach</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>44(4)</td>
<td>3(iv)</td>
<td>Issuing incomplete royalty receipts</td>
<td>(i) If the breach does not continue after receipt of notice, ten percent of security deposit or rupees ten thousand, whichever less, shall be payable by the contractor. (ii) If the breach continues after notice period, the contract shall be terminated with</td>
</tr>
</tbody>
</table>
forfeiture of security deposit:
Provided that if the breach is remedied before
termination of the contract, the contract shall not
be terminated and twenty percent of security deposit
or rupees twenty thousand, whichever less,
shall be payable by the contractor.

<table>
<thead>
<tr>
<th>2. 44(6), 44(7), 44(8), 44(9), 44(10), 44(11)</th>
<th>3(vi), 3(vii), 3(viii), 3(ix), 3(x), 3(xi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Collection of royalty from the vehicles having royalty paid rawanna issued against yearly dead rent.</td>
<td></td>
</tr>
<tr>
<td>(b) Collection of royalty from short term permit/permit holders issued under these rules.</td>
<td></td>
</tr>
<tr>
<td>(c) Collection of Royalty from the minor minerals brought from outside the contract area or from the major mineral leases.</td>
<td></td>
</tr>
<tr>
<td>(d) Collection of royalty for the minerals used in construction/repair/renewal/of National highway/Mega highway/Four/Six lane roads, laying and repair of Railway</td>
<td></td>
</tr>
<tr>
<td>(i) If the breach does not continue after receiving legal notice by contractor, amount so collected by the contractor shall be recovered alongwith ten percent of security deposit or rupees fifty thousand, whichever less.</td>
<td></td>
</tr>
<tr>
<td>(ii) If the breach continues even after receiving notice, the contract shall be terminated with forfeiture of security deposit.</td>
<td></td>
</tr>
</tbody>
</table>
3. 44(13) 3(xiii) | Non-submission of monthly statement with or without permit fee / other charges along with counterfoils of receipts and other records |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) If the breach is remedied after the notice period but within thirty days from the date of receipt of notice, ten percent of security deposit or rupees twenty five thousand, whichever less, shall be payable by the contractor.</td>
<td></td>
</tr>
<tr>
<td>(ii) If the breach is remedied after thirty days but before sixty days of receiving the notice, twenty percent of security deposit or rupees fifty thousand, whichever less, shall be payable by the contractor.</td>
<td></td>
</tr>
<tr>
<td>(iii) If the breach is not remedied after sixty days of receiving the notice, the contract shall be terminated with forfeiture of security deposit.</td>
<td></td>
</tr>
</tbody>
</table>

4. 44(14) 3(xiv) | Charging of royalty at a rate higher than as specified in |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) If the breach does not continue after receiving the notice,</td>
<td></td>
</tr>
</tbody>
</table>

Tracks.
(e) Collection of royalty on the minor minerals removed from the areas which are not working pits of a lessee or licencee.
<table>
<thead>
<tr>
<th>5. 44(17) 3(xvii)</th>
<th>Non-payment of installments of contract money in advance as specified in agreement.</th>
</tr>
</thead>
</table>

**Schedule-II and charging of permit fee / other charges higher than prescribed under these rules or otherwise.**

Legal notice, the excess amount collected by the contractor, on higher rates than as specified in rules, shall be recovered along with eighteen percent interest and ten percent of security deposit or rupees fifty thousand whichever less.

(ii) If breach continues after notice period, the contract shall be terminated with forfeiture of security deposit.

(i) If the breach is remedied by the contractor within the notice period, no penalty shall be imposed.

(ii) If the breach is remedied by the contractor after notice period but before termination of contract, twenty percent of security deposit or rupees one lac, whichever less, shall be payable by the contractor.

(iii) If the breach is not remedied by the contractor after notice period, contract
<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>40(3), 41(2)</td>
<td>3(xxii)</td>
<td>Non-payment of difference of security deposit and performance security due to enhancement of contract amount.</td>
</tr>
</tbody>
</table>
|   |   |   | (i) If the breach is remedied within the notice period, no penalty shall be imposed.  
(ii) If the breach is remedied after notice period but before termination of contract, four percent of security deposit or rupees forty thousand, whichever less, shall be payable by the contractor.  
(iii) If the breach is not remedied by the contractor after notice period, contract shall be terminated with forfeiture of security deposit. |
| 7. | - | - | All other remedial breaches not mentioned above. |
|   |   |   | (i) If the breach is remedied after notice period but within thirty days from the date of receipt of notice, ten percent of security deposit shall be forfeited subject to minimum rupees ten thousand and maximum rupees fifty thousand.  
(ii) If the breach is |
not remedied after thirty days, the contract shall be terminated with forfeiture of security deposit:

Provided that if the breach is remedied before the contract termination, the contract shall not be terminated and twenty percent of the security deposit shall be forfeited subject to minimum rupees twenty thousand and maximum rupees one lac.

<table>
<thead>
<tr>
<th>8.</th>
<th>-</th>
<th>-</th>
<th>All other non-remedial breaches not mentioned above.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>(i) If the breach does not continue after receiving legal notice by contractor, twenty percent of security deposit or rupees fifty thousand, whichever less, shall be payable by the contractor.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(ii) If the breach continue even after receiving notice, the contract shall be terminated with forfeiture of security deposit.</td>
</tr>
</tbody>
</table>
### SCHEDULE VI
#### DELEGATION OF POWERS
[See rule 70(1)]

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Officer or authority by whom the powers are to be exercised</th>
<th>Rule</th>
<th>Matters in relation to which powers may be exercised</th>
<th>Extent of Powers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DMG</td>
<td>4(7), 4(8), 5, 16(2), 16(3), 16(4)</td>
<td>To grant letter of intent/extension of letter of intent period/sanction/rejection of mining lease application.</td>
<td>For mineral bajri (river sand) dead rent upto rupees twenty lacs and other minerals Agate, Bayrites, Calcareous sand, Calcite, Corundum, Diaspore, Dolomite, Gypsum, Jasper, Laterite, Ochre, Pyrophylite, Quartzite, Soapstone.</td>
</tr>
<tr>
<td>2</td>
<td>ADM</td>
<td>4(7), 4(8), 5, 16(2), 16(3), 16(4)</td>
<td>To grant letter of intent/extension of letter of intent period/sanction/rejection of mining lease application.</td>
<td>For mineral bajri (river sand) dead rent upto ten lacs and other minerals Ball clay, China clay, Chalk, Clays (others), Dunite/Pyroxenite, Felsite, Felspar, Fire clay, Kaolin, Mica, Quartz, Silicasand, Calc. sand.</td>
</tr>
<tr>
<td>3</td>
<td>SME</td>
<td>4(7), 4(8), 5, 16(2), 16(3), 16(4)</td>
<td>To grant letter of intent/extension of letter of intent period/sanction/rejection of mining lease application.</td>
<td>For mineral bajri (river sand) dead rent upto five lacs and minerals other than mentioned at sr. no. 1 and 2 within his jurisdiction.</td>
</tr>
<tr>
<td>4</td>
<td>SME</td>
<td>4(7), 4(8), 5, 16(2), 16(3), 16(4)</td>
<td>To reject application of mining lease withdrawn by applicant.</td>
<td>Full powers within their jurisdiction.</td>
</tr>
<tr>
<td>No.</td>
<td>Authority</td>
<td>Section(s)</td>
<td>Action</td>
<td>Full Powers</td>
</tr>
<tr>
<td>-----</td>
<td>-----------</td>
<td>------------</td>
<td>--------</td>
<td>-------------</td>
</tr>
<tr>
<td>5.</td>
<td>SME</td>
<td>19(5), 20(5)</td>
<td>To refund security deposit/performance security.</td>
<td>Full powers within their jurisdiction.</td>
</tr>
<tr>
<td>6.</td>
<td>SME</td>
<td>21(4)</td>
<td>To extend period for execution of mining lease.</td>
<td>Full powers within their jurisdiction.</td>
</tr>
<tr>
<td>7.</td>
<td>DMG, ADM, SME</td>
<td>21(4)</td>
<td>To revoke sanction order.</td>
<td>Minerals for which mining leases can be granted by him.</td>
</tr>
<tr>
<td>8.</td>
<td>SME</td>
<td>25</td>
<td>To allow surrender of mineral/area.</td>
<td>Full powers within their jurisdiction.</td>
</tr>
<tr>
<td>9.</td>
<td>DMG, ADM, SME</td>
<td>27(3), 27(6)</td>
<td>To allow/reject application for transfer of mining lease and to revoke sanction of transfer of mining lease.</td>
<td>Minerals for which mining leases can be granted by him.</td>
</tr>
<tr>
<td>10.</td>
<td>SME</td>
<td>27(3)</td>
<td>To reject application for transfer of mining lease withdrawn by lessee.</td>
<td>Full powers within their jurisdiction.</td>
</tr>
<tr>
<td>11.</td>
<td>SME</td>
<td>27(4)</td>
<td>To extend period for execution of transfer of mining lease.</td>
<td>Full powers within their jurisdiction.</td>
</tr>
<tr>
<td>12.</td>
<td>ADM / SME / ME / AME / Suptdg. Geo. / Sr. Geo. / Geologist / MF, Surveyor / Field Assistant</td>
<td>28(1)(x)</td>
<td>To inspect mine, plans, accounts etc.</td>
<td>Full powers within their jurisdiction.</td>
</tr>
<tr>
<td>13.</td>
<td>DMG</td>
<td>28(1)(xv)</td>
<td>To grant inclusion of mineral in mining lease/quarry licence.</td>
<td>Full powers.</td>
</tr>
<tr>
<td>14.</td>
<td>ME / AME</td>
<td>28(2)(xvii)</td>
<td>To issue notice for any breach of terms and conditions.</td>
<td>Full powers within their jurisdiction.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>SME</td>
<td>28(2)(xvii)</td>
<td>To impose penalty as per Schedule-IV.</td>
<td>Full powers within their jurisdiction.</td>
</tr>
<tr>
<td>16.</td>
<td>DMG, ADM, SME</td>
<td>28(2)(xvii)</td>
<td>To determine the mining lease.</td>
<td>Minerals for which mining lease can be granted by him.</td>
</tr>
<tr>
<td>17.</td>
<td>ME / AME</td>
<td>28(1)(xxi)</td>
<td>To seize any mineral or movable property and sell the same.</td>
<td>Full powers within their jurisdiction.</td>
</tr>
<tr>
<td>18.</td>
<td>SME</td>
<td>29</td>
<td>To approve mine plan/mining scheme/simplified mining scheme for mining lease and simplified mining scheme for quarry licence having area more than 1.0 hectare.</td>
<td>Full powers within their jurisdiction.</td>
</tr>
<tr>
<td>19.</td>
<td>ME / AME</td>
<td>29</td>
<td>To approve simplified mining scheme for quarry licence having area up to 1.0 hectare, short term permit and permit.</td>
<td>Full powers within their jurisdiction.</td>
</tr>
<tr>
<td>20.</td>
<td>SME</td>
<td>29(17)</td>
<td>To release financial assurance.</td>
<td>Full powers within their jurisdiction.</td>
</tr>
<tr>
<td>21.</td>
<td>ADM</td>
<td>35</td>
<td>Contractor’s registration, renewal, refusal, cancellation of registration.</td>
<td>Full powers within their jurisdiction.</td>
</tr>
<tr>
<td>22.</td>
<td>DMG</td>
<td>36(5), 37(10)</td>
<td>To grant/reject royalty collection contract/excess royalty collection contract.</td>
<td>Full powers.</td>
</tr>
<tr>
<td>23.</td>
<td>ADM</td>
<td>36(5), 37(10)</td>
<td>To grant/reject royalty collection contract/excess royalty collection contract.</td>
<td>Full powers for bid amount upto rupees three hundred lacs.</td>
</tr>
<tr>
<td>24.</td>
<td>SME</td>
<td>36(5), 37(10)</td>
<td>To grant/reject royalty collection contract/excess royalty collection contract.</td>
<td>Full powers for bid amount upto rupees one hundred lacs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>ME</td>
<td>36(5), 37(10)</td>
<td>To grant/reject royalty collection contract/excess royalty collection contract. Full powers for bid amount upto rupees fifty lacs.</td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>DMG</td>
<td>43(3)</td>
<td>To reject bid or to revoke sanction with forfeiture of bid security/security deposit and to extend period for execution of the contract. Full powers.</td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td>DMG</td>
<td>45</td>
<td>To debar/blacklist a contractor. Full powers.</td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>DMG</td>
<td>66</td>
<td>To amalgamate mining leases/quarry licences. Full powers.</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>ADM</td>
<td>76</td>
<td>To allow mutation of mineral concession/contract and revocation of order. Full powers within their jurisdiction.</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td>DMG, ADM, SME, ME / AME</td>
<td>80</td>
<td>To refund any claim. As per GF&amp;AR.</td>
<td></td>
</tr>
</tbody>
</table>

Note:
(1) Notwithstanding anything contained herein above, any mining lease except mineral bajri (river sand) having area more than 10.00 hectare shall be granted by the Government.
(2) These powers shall be used in consultation with senior most accounts personnel posted in the office in all matters having financial or revenue implications.
FORM -1
APPLICATION FOR MINING LEASE
[See rule 4(2)]

To
The Mining Engineer/
Assistant Mining Engineer,
Department of Mines and Geology,
Rajasthan………………………………

Sir,

1. I/we request you to grant me/us mining lease for mineral…………….…….over an area of………….hectares for a period of ………….. years under the Rajasthan Minor Mineral Concession Rules, 2017.

2. I/we have deposited Rs……….as the application fee payable under rule 4 (2) through e-payment, bank name …………. GRN No.. …………..dated……………

3. Following are the required particulars:-
   (A) Name of the applicant and address………………………………………….

   (B) Telephone No. Office …………. Residence

       ……………………….

       Cell No. …………………….. PAN card No.

       ………………………

       Email address

       ……………………………

       Bank a/c No. ………………………

       IFSC code ………………………

   (C) In case the applicant is an individual:

       (1) Father’s Name/Husband’s Name

       (2) Caste

       (3) Occupation

       (4) Nationality

   (D) In case the applicant is Firm/Company/Association/Society:

       (1) Type of applicant

       (2) Kind of business

       (3) Place of business

       (4) Place of registration
(5) Nationality of Director/Partners

4. Details of mineral concessions held by the applicant in the State:-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>ML/PL/QL/RCC/ERCC</th>
<th>Mineral</th>
<th>Near village</th>
<th>Tehsil</th>
<th>District</th>
<th>Area in hectare/contract area</th>
<th>Period from to</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Particulars of the mineral-wise areas applied by the applicant in the State:-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>ML/QL</th>
<th>Mineral</th>
<th>Near village</th>
<th>Tehsil</th>
<th>District</th>
<th>AME/ME Office concerned</th>
<th>Area in hectare</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Total area already acquired for (in hectares).................

6. If already set up mineral based industry for consumption of mineral. If so, give detail of location, annual requirement of mineral and various resources from where raw material is being procured at present including the quality of mineral used from the existing lease.

7. If intending to set up mineral based industry in the area (if so, give particulars of the same)

8. (a) Enclose plan and description report of the applied area with latitude and longitude of all the corner pillars (Datum WGS 84) as per rule 4(3)(x).

(b) Enclose a copy of revenue details of the applied area with khasra naksha trace, khansra or araji number, jamabandi and extent of the area of the khasra/ aaraji falling in the applied area along with superimposed map as per rule 4(3)(xi).

9. Number and date of No Dues Certificate (Copy attached). ...........
(If on the date of application the applicant does not hold any mineral concession/contract etc., an affidavit to this effect shall be enclosed)

10. Please indicate the distance of the following from the applied area:

(a) Any important tank or dam falling within 1.00Km. radius from applied area.

(b) Any important temple, mosque or any other place of worship or place of archaeological, tourist importance including burial ground etc. falling within 1.00 Km. radius from the applied area.
(c) Any river, canal/pucca road/rail line passing within 1.00 Km. radius from the applied area. .................................
(d) Any permanent structure like power line/Microwave tower/water reservoir etc. within a radius of 1.00 Km. from the applied area. .............................

11. Self-attested copy of PAN Card, photo identity and address proof enclosed (any two out of following documents) –
   (i) Aadhar Card;
   (ii) Copy of Driving licence;
   (iii) Copy of Voter Identification Card;
   (iv) Copy of Passport;
   (v) Bank Pass Book;
   (vi) Latest Electricity; or
   (vii) Telephone bill/Water Bill.

12. In case of Company/Partnership firm/Association of persons, following additional documents shall be attached:-
   (1) a self-attested copy of partnership deed and copy of firm registration certificate in case of partnership firm, a self-attested copy of memorandum and articles of association and certificate of incorporation in case of private limited company and a self-attested copy of document of association of persons in case of association of persons.
   (2) where applicant is a company, an attested copy of resolution passed by the board of directors in favour of a person who is authorised to sign the application.
   (3) where applicant is a firm/association of persons and application is not signed by all partners of the firm/members of association of persons as the case may be, an attested copy of power of attorney in favour of a person, executed by the partners of firm or members of association of persons, who is authorised to sign the application.

I/We declare that particulars given above are correct and I/We shall furnish any other details/documents required in the connection on demand.

Place:_____________  Yours Faithfully

Date:_____________

Signature of applicant
Submitted by

Signature ............................
Name and address..........................
FORM -2
ACKNOWLEDGEMENT OF APPLICATION FOR
GRANT OF MINING LEASE [See rule 4(5)]

S.No.______ Name of office _______ ML No.__________ Date _______

Received an application with the following enclosures for the mining lease from Mr./Mrs./Ms./M/s  -------------------------------------------
------ on -----/----- 20----- for ------- hectares of land located near village ------------------------ tehsil ------------------- --district ------------- for mining ----------------------- mineral.

Enclosures:-
---------------------------------          Signature and designation
---------------------------------                of receiving officer
---------------------------------

Place: ------------------
Date: ------------------
FORM -3
BID LETTER
[See rule 14(8)(i)(a)(I) and 37(7)(i)(a)(I)]

To
Additional Director Mines (HQ)
Directorate, Department of Mines & Geology
Shashtri Circle, Udaipur -313001

Sub: Bid letter for participation in e-auction for grant of mining lease, quarry licence, royalty collection contract or excess royalty collection contract.

Dear Sir,

With reference to your notice inviting bid dated [-----], I, having examined the notice inviting bid and understood their contents, hereby submit my technical bid.

(1) The technical bid is unconditional and unqualified.

(2) We have reviewed the terms of the notice inviting bid and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof.

(3) We acknowledge that the Government will be relying on the information provided in the technical bid and the documents accompanying the technical bid for selection of the admitted bidder and subsequent selection of the successful bidder, and we certify that all information provided therein is true and correct, nothing has been omitted which renders such information misleading and all documents accompanying the technical bid are true copies of their respective originals.

(4) This statement is made for the express purpose of our participation in the tender process and possible selection as successful bidder.

(5) We hereby confirm that we satisfy all the eligibility conditions specified in the notice inviting bid. Documents with respect to our being an Indian national are enclosed.

(6) We hereby acknowledge that if we submit or produce any document and it is discovered subsequently that such document was false or incorrect then we shall be liable under the applicable law for the time being in force.

(7) We shall make available to the Government any
additional information it may find necessary or require to supplement or to authenticate the technical bid.

(8) I acknowledge the right of the Government to reject our technical bid and/or the final price offer without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

(9) We declare that:

(i) we have examined and understood the Act, all rules framed thereunder, the notice inviting bid and all documents referred therein;

(ii) we have not directly or indirectly or through an agent engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Government or any other public sector enterprise or any government, central or state; and

(iii) we hereby certify that we have taken steps to ensure that in conformity with the provisions of rules, no person acting for us or on our behalf has engaged or will engage in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice.

(10) We understand that you may cancel the tender process at any time and that you are neither bound to accept any bid that you may receive nor to invite the bidders to bid, without incurring any liability to the bidders, in accordance with the rules.

(11) We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Government in connection with the selection of the successful bidder, or in connection with the tender process itself, in respect of the notice inviting bid and the terms and implementation thereof.

(12) In the event of we being declared as the successful bidder, we agree to pay such amounts and provide such security as required therein.

(13) We have ensured compliance the notice inviting bid and to the best of our knowledge this bid is conforming to the terms thereof.
(14) We agree and understand that the bid is subject to the provisions of the rules. In no case, we shall have any claim or right of whatsoever nature if the mining lease, quarry licence, royalty collection contract or excess royalty collection contract is not awarded to us or our bid is not opened or rejected.

(15) The initial price offer has been quoted and the final price offer shall be quoted by us after taking into consideration all the terms and conditions stated in the notice inviting bid.

(16) We shall keep this offer valid for 180 days from the bid due date specified in the notice inviting bid or such extended duration as may be agreed with Government.

In witness thereof, we submit this bid letter forming part of our technical bid under and in accordance with the terms of the rules and notice inviting bid

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Name and seal of bidder

Date: Place:

Enclosed:
[list and description of documents enclosed]

FORM 4
POWER OF ATTORNEY
[See rule 14(8)(i)(a)(VII)]

Know all men by these presents, We, [name and address of the Bidder] do hereby irrevocably constitute, nominate, appoint and authorize [Name], son/daughter/wife of [name of father/husband] and presently residing at [address], who is presently employed with us and holding the position of [designation], as our true and lawful attorney (“Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the [Name of Mineral Block/Contract] mineral block/contract (“Mineral Block/Contract”) in response to the notice inviting bid, dated [date] issued by Government including but not limited to signing and submission of all applications, affidavits, bids and other documents and writings, participate in bidders’ and
providing information/responses to the Government, representing us in all matters before the Government, and generally dealing with the Government in all matters in connection with or relating to or arising out of our bid for the Mineral Block and/or upon award thereof to us and/or till grant of mining lease/quarry licence/royalty collection contract/excess royalty collection contract.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness whereof we, [name of bidder], the above named principal have executed this power of attorney on this [date].

For……………………………..

(Signature, name, designation and address)

Witnesses:

1……………………………
2……………………………

[particulars of notarisation]

FORM-5
BANK GUARANTEE FOR PERFORMANCE SECURITY
[See rule 20 & 41]

[Reference number of the bank] Date

To
Name of Mining Engineer/Assistant Mining Engineer concern and address
WHEREAS

A. [Name] incorporated in India under the Companies Act, [1956/2013] with corporate identity number [CIN of the Applicant], whose registered office is at [address of registered office], India and principal place of business is at [address of
principal place of business, if different from registered office) (the —Applicant) is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR [figures] (Indian Rupees [words]) as a performance security valid until [date of expiry of performance bank guarantee] (—expiry date).

Mentioned only for companies, the format to include individuals/other applicants also

B. The Performance Security is required to be provided to Mining Engineer/Assistant Mining Engineer concern and address [Name of Mining Engineer/Assistant Mining Engineer] [ —State], for discharge of certain obligations under the [reference to the principal documents —mining lease/royalty collection contract/excess royalty collection contract, [date] with respect to [particulars of concession] (collectively the —concession document).

C. We, [name of the bank] (the —bank) at the request of the Applicant do hereby undertake to pay to the State an amount not exceeding INR [figures] (Indian Rupees [words]) (—guarantee amount) to secure the obligations of the applicant under the concession document on demand from the State on the terms and conditions herein contained herein.

NOW THEREFORE, the bank hereby issues in favour of the State this irrevocable and unconditional payment bank guarantee (the —guarantee) on behalf of the applicant in the guarantee amount:

1. The bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the State without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand from the State, a sum or sums (by way of one or more claims) not exceeding the guarantee amount in the aggregate without the State needing to prove or to show to the bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between the State and applicant on any matter whatsoever. The bank undertakes to pay to the State any money so demanded notwithstanding any dispute or disputes raised by the applicant in any suit or proceeding pending before any court or tribunal relating thereto the bank’s liability under this present being absolute and unequivocal.

2. The bank acknowledges that any such demand by the State of the amounts payable by the bank to the State shall be final, binding and conclusive evidence in respect of the amounts payable by applicant to the State under the concession document.

3. The bank hereby waives the necessity for the State from
demanding the aforesaid amount or any part thereof from the applicant and also waives any right that the bank may have of first requiring the State to pursue its legal remedies against the applicant, before presenting any written demand to the bank for payment under this guarantee.

Note: To be modified if the applicant is not a company.

4. The bank further unconditionally agrees with the State that the State shall be at liberty, without the bank’s consent and without affecting in any manner the bank’s obligation under this guarantee, from time to time to,

(i) vary and/or modify and of the terms and conditions of the concession document;

(ii) extend and/or postpone the time for performance of the obligations of the applicant under the concession document, or

(iii) forbear or enforce any of the rights exercisable by the State against the Applicant under the terms and conditions of the Concession Document.

and the bank shall not be relieved from its liability by reason of any such act or omission on the part of the State or any indulgence by the State to the applicant or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the bank of its obligations under this guarantee.

5. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever.

6. The bank agrees that State at its option shall be entitled to enforce this guarantee against the bank, as a principal debtor in the first instance without proceeding at the first instance against the applicant.

7. The bank further agree that the guarantee herein contained shall remain in full force and effect during the period that specified in the concession document and that it shall continue to be enforceable till all the obligations of the applicant under or by virtue of the said concession document with respect to the performance security have been fully paid and its claims satisfied or discharged or till the State certifies that the terms and conditions of the concession document with respect to the performance security have been fully and properly carried out by the applicant and accordingly discharges this guarantee. Notwithstanding anything contained herein, unless a demand or claim under this guarantee is made on the bank in writing on or before the expiry date the bank shall be discharged from all
liability under this guarantee thereafter.

8. The payment so made by the bank under this guarantee shall be a valid discharge of bank’s liability for payment thereunder and the State shall have no claim against the bank for making such payment.

9. This guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts at the State of Rajasthan.

10. The bank declares that it has power to issue this guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this guarantee for and on behalf of the bank.

11. The bank undertakes not to revoke this guarantee during its currency except with the previous consent of the State in writing.

12. The State may, with prior intimation to the bank, assign the right under this guarantee to any other departments, ministries or any governmental agencies, which may act in the name of the Governor. Save as provided in this clause, this guarantee shall not be assignable or transferable.

13. Notwithstanding anything contained herein, the liability of the bank under this bank guarantee shall not exceed the guarantee amount. This bank guarantee shall be valid up to the expiry date.

14. The bank is liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if the State serves upon the bank a written claim or demand on or before the expiry date.

Dated the [day] day of [month] [year].

In witness whereof the bank, through its authorized officer, has set its hand and stamp.

__________________________________________
(Signature)

__________________________________________
(Name and Designation)

(Bank Stamp)
FORM 6
FORM OF MINING LEASE
[See rule 21(2)]

This indenture made this ------------------- day of 20 -------
between the Governor of the State of Rajasthan (hereinafter referred
to as the Government which expression shall, where the context so
admits, include his successors in office and assigns) of the one part
and
When the lessee is an individual -------------------------------
---------------------- (Name of person) (hereinafter referred to as the
“lessee” which expression shall, where the context so admits, include
his heirs, executors, administrators, representatives, and permitted
assigns)
or
When the lessee is a registered firm -------------------------------
(Name & address of 1st partner) and -------------------------------
------- (Name and address of 2nd partner) and -------------------------------
--------------------------------------------------------------------------
--------------------------------------------------------------------------(Name and address of 3rd
partner) all carrying on business in partnership under the firm name
and style of (Name of the Firm) -------------------------------
--------------------------------------------------------------------------
--------------------------------------------------------------------------
--------------------------------------------------------------------------(Address of the firm) (hereinafter referred to as “lessees”
which expression shall, when the context so admits be deemed to
include all the partners of the said firm, their respective heirs,
executors, legal representative and permitted assigns)
or
When the lessee is a registered Company -------------------------------
--------------------------------------------------------------------------
--------------------------------------------------------------------------
--------------------------------------------------------------------------(Name of the Company) and Company registered under -------------------------------
--------------------------------------------------------------------------(Act under which incorporated) and having its registered office at -------------------------------
--------------------------------------------------------------------------
--------------------------------------------------------------------------(Address of the company) (hereinafter referred to as the “lessee”
which expression shall, where the context so admits be deemed to
include its successors and permitted assigns) of the other part.

BACKGROUND:
A. The lessee had participated in an electronic auction for grant of a
mining lease, pursuant to which the lessee has become eligible for
grant of a mining lease or had been granted a prospecting licence
or letter of intent has been issued or mining lease has been
sanctioned with respect to which the lessee has completed the requirements under the Rajasthan Minor Mineral Concession Rules, 2017 (hereinafter referred to as the said rules) for grant of a mining lease.

B. Accordingly, the State Government is now executing this deed for grant of a lease to the lessee in consideration of the fee, royalties, covenants and agreements hereinafter reserved and contained on the part of the lessee to be paid, observed and performed.

C. The State Government hereby grants the mining lease for ------ ---- ------------ mineral in respect of the lands hereinafter described in clause 1(b) and has/have deposited with the Government the sum of Rs.-------------------------- as security, Rs. --------------------------- as performance security and Rs. --------------------------- as financial assurance.

Now therefore this deed witnesses and the parties hereto hereby agree as follows:-

1 Demises:

(1) In consideration of the rents and royalties covenants and agreements hereinafter contained and on the part of the lessee/lessees to be paid, observed and performed the Government hereby grants and demises upto the lessee/lessees, all these mines/beds/veins/seams of (hereinafter referred to as the said minerals) situated, lying and being in or under the lands which are referred to hereinafter and subject of other provisions of this lease.

(2) The area of the said lands is as follows (hereinafter referred to as the said lands or the leased area).

(3) The lessee/lessees shall hold the premises hereby granted and demised from the date of registration for period of ------- ---- years thence next ensuing.

2 Liberties, powers and privileges to be exercised and enjoyed by the lessees:

The following liberties, powers and privileges may be exercised and enjoyed by the lessee/lessees subject to the other provisions of this lease:

(1) To enter upon land and search for, win, work etc.- Liberty and powers at all times during the terms hereby 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 minerals.

(2) To sink, drive and make pits, shaft and inclines etc.- Liberty and powers for or in connection with any of the purposes mentioned in this clause to sink, drive, make, maintain and use in the said lands, and pits, shafts, inclines, drifts, levels, water-ways, air-ways and other works and to use, maintain,
191(146) राजस्थान राज्य—पत्र, मार्च 1, 2017 भाग4(ग)

deeper or extend any existing works of the like nature in the said lands.

(3)  To bring and use machinery and equipment- Liberty and power 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 engines, machinery, plant, dressing floors, furnaces, coke ovens, brick kilns, workshops, store houses, bungalows, godowns, sheds and other buildings and other works and conveniences on the like nature on or under the said lands.

(4)  To use water from streams etc- Liberty and power 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 to appropriate and use water from any stream, water courses, springs or other source in or upon the said lands and to divert, step up of dam any such stream or water course and collect or impound. Any such water and to make, construct and maintain any watercourse, culverts drains or reservoirs but not so as to deprive any cultivated land, villages, buildings or watering places for a livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or spring provided that the lessee/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without previous written permission of the government.

3  Restriction as to the exercise of the liberties etc:
The liberties, powers and privileges granted under clause 2 are subject to the following restrictions and subject to the other provisions of this lease:-

(1)  The mining operations within 45 meters of the public works etc.- The lessee shall not carry on or allow to be carried on, any mining operations at any point within a distance of forty five meters from any railway line except under and in accordance with the written permission of the railway administration concerned or under or beneath any ropeway or ropeway trestle or station except under and in accordance with the written permission of the authority owning the ropeway or from any public roads (excluding mines approach road/village roads), reservoir, canal, other public place, buildings or pillars of railway and road bridge or inhabited site except with the previous permission of the Collector or any other officer authorised by the State or Central Government and otherwise then in accordance with such instructions, restrictions and conditions either general
or specific as may be attached to such permissions. The said distance of forty five meters shall be measured in the case of public roads (excluding mines approach road/village roads), 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 thereof. The lessee shall not, in the case of mines approach road/village roads (including any track shown in the revenue record as village road), allow any working to be carried on within a distance of ten 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/Central Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission.

2) Permission for surface operation in a land not already in use-

Before using for surface operation and land which has not already been used for such operations. The lessee/lessees shall give to the Collector of the District one calendar month previous notice in writing specifying 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 one month after receipt by him of such notice unless the objection so stated shall on reference to the Government be a mulled or waived.

4 The lessee/lessees hereby covenants with the Government as following:

1) Covenants in accordance with the Rajasthan Minor Mineral Concession Rules, 2017. The lessee/lessees shall pay royalty on the quantity of the said mineral dispatched from or consumed within the leased area at the rates specified in Schedule-II appended to the Rajasthan Minor Mineral Concession Rules, 2017:

Provided that the said rates shall be liable to be revised by the Government and such revision shall apply to this lease subject to the condition that the enhancement in the rate of royalty shall not be made more than once during any period of three years.

2) Surface rent and other payments-

(b) The lessee/lessees shall pay for the surface area used by him/them (for the purpose of mining) surface rent equal to the land revenue payable under the Rajasthan Land Revenue Act, 1956 or any other law in force to the Land Revenue Department of State.

(c) The lessee shall, in addition to royalty, pay to the District Mineral Foundation Trust as per the rates specified in the District Mineral Foundation Trust Rules, 2016, as amended from time to time.

(3) Dead Rent-The lessee/lessees shall also pay for every year, the yearly dead rent in advance as determined, from time to time:

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

(4) Rate and payment of dead rent etc.- Subject to the provisions of sub-clause (3) above as from the day of the registration of the lease, the lessee/lessees shall pay to the Government for each year the minimum annual royalty as “deal rent” of Rs. ............... in the office of the Mining Engineer/Assistant Mining Engineer subject as aforesaid. This provision will also apply to the payment of royalty, District Mineral Foundation Trust or any other charges. Surface rent will be deposited with the Revenue Department.

(5) Revised security, performance security and financial assurance- The lessee shall pay difference amount of security and performance security as per revised dead rent. The lessee shall also pay difference amount of financial assurance if area used for mining and allied activities increases.

(6) Dump removal charges- The lessee/lessees shall pay such amount per year or part thereof to the Government for ecological restoration of mines and quarries in the said area at such time and such rate as may be fixed by the Government, from time to time.

(7) To pay compensation for damage and indemnify the Government- The lessee/lessees shall make and pay such reasonable satisfaction and compensation for all damage, injury or disturbance which may be done by him/them 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.

(a) To indemnify against all claims and to pay compensation for infringement of rights of third person- The lessee/lessees shall make and pay such
reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law in 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.

(b) To pay a wage not less the minimum wage prescribed by the Central or State Government from time to time.

(c) To comply with the provisions of the Mines Act, 1952.

(d) To comply with the provisions of the Rajasthan Minor Mineral Concessions Rules 2017.

(8) Not to injure tree- The lessee/lessees shall not cut or injure any tree in area of his/their lease without the previous sanction in writing from the competent authority.

(9) To maintain boundary and intermediate pillars- The lessee/lessees shall at his/their own expense erect and at all times maintain and keep in repair boundary and intermediate pillars according to the demarcation shown in the plan annexed hereto and as specified in clause (iv) of sub-rule (1) of rule 28.

(10) Not to erect buildings etc. on certain places- The lessee/lessees shall not erect any building or carry or any surface operations on any public pleasure grounds, places of worship, scared graves, burial grounds or village sites for houses, public roads or other places which the competent authority may determine as public grounds to bring within this restriction.

(11) To commence mining operations within six months and carry them on properly- The lessee/lessees shall commence mining operations within six months from the date of the lease to him/them and thereafter carry on such operations effectively in a proper skilful and workman like manner both as regards prevention of waste by removal of sufficient overburden careful storage of waste and drainage and as regards removal of all valuable minerals within the mine. The lessee/lessees shall work in workman like manner for systematic, scientific and environment friendly mining so as to ensure systematic development, conservation of mineral
deposits, protection of environment and safety of man and machinery.

(12) Accounts- The lessee/lessees shall keep correct accounts showing the quantity and particulars of all minerals obtained from the mine, detail of mineral sold or dispatched, and the number of persons employed therein and also complete plans of the mine and shall allow any officer of the Department at any time to examine such accounts and mine plan and shall furnish him with such information and return in respect of aforesaid matter as he may require.

(13) Abiding by Rules- The lessee/lessees shall abide by all existing Acts and rules enforced by the Government of India or the State Government and all such other Acts or rules as may be enforced, from time to time in respect of working of the mines and other matters affecting safety, health, environment and convenience of the lessee/lessees or of the public.

(14) To allow facilities to other mineral concession or permit holders- The lessee/lessees shall allow existing and future mineral concession or permit holders of any land which is comprised in or adjoins or is approachable by the land held by the lessee/lessees, reasonable facilities for access thereto.

(15) To allow entry of officers- The lessee/lessees shall allow any officer of the Department or any other officer authorised by the Central or State Government in this behalf to enter upon the premises comprised in the lease for the purpose of inspecting the same and abide by instruction issued by him from time to time regarding the conservation and development of minerals and the related matters.

(16) Building erected by Lessee- The lessee/lessees may erect on the area granted to him, any building required for bonafied purpose and such building shall be the property of the Government after the expiry of the lease or earlier determination or surrender of the lease:

Provided that the provisions of this clause shall not be applicable for lessee/lessees of mining lease for mineral bajri (river sand);

(17) To report accident and discovery of any other mineral- The lessee/lessees shall without delay report to Mining Engineer/Assistant Mining Engineer concerned or any other officer authorised by them any accident which may occur at or in the said premises and also the discovery on or within any of the lands of mines demised by the lease of any minerals whether minor or otherwise not specified in the lease.
(18) Grant/working of newly discovered minerals- Where subsequent to the grant, any new mineral is discovered, the lessee shall not win and disposed off unless it is included in the lease or a separate lease is obtained. If lessee does not apply for inclusion of such mineral, lease may be terminated and new lease shall be granted through e-auction.

(19) To hand over possession of protected area- If any area out of the lease area is declared as a protected area under the Ancient Monuments Preservation Act 1904 (Central Act VII of 1904). The lessee will have to deliver the possession back to the State Government without claiming any compensation for that area.

(20) Liberty to determine the lease- The lessee/lessees may at any time determine this lease with immediate effect by giving a notice in writing to the State Government or to such officer or authority as the State Government may specify in this behalf and shall pay all rents, water rates, royalties compensation for damages and other moneys which may then be due and payable under these presents to lesser or any other person or persons and shall deliver these presents to competent authority and 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 lesser in respect of any breach of any of the covenants or agreement contained in its presents.

(21) Cancellation-The lease shall be liable to be cancelled if the lessee/lessees ceases to work the mine for a continuous period of six months without obtaining written sanction of the competent authority.

(22) Pre-emption- The Government shall have the rights of pre-emption at current market rates over all minerals lying in or upon the lands demised by the lease and shall be indemnified be the lessee/lessees against claims of any other party in respect of such minerals.

(23) Consequence of nonpayment of royalty or rent- The Government shall determine the lease after serving a notice to the lessee to pay the dues within thirty days from the date of the receipt of notice and forfeit the security amount if the dead rent or royalty or dump removal charges are not paid within thirty days next after the date fixed in these presents. The Government shall have the right at any time after serving the above notice to enter upon the said lands and to distrain all or any of the minerals or movable property therein and shall carry away, distrain or order the sale of
property so distrain or so much of it as will suffice for satisfaction of the rent or royalty of dump removal charges and all costs and expenses occasioned by the non-payment thereof. These rights shall be without prejudice to the right of the Government to realise all its dues, under the Rajasthan Public Demand Recovery Act. 1952 (Act No. V of 1952) or Rajasthan Land Revenue Act.1956 (Act No.15 of 1956).

(a) Consequence of breach of other covenants- In case of any breach on the part of lessee/lessees of any covenant or condition contained in the lease whether contained in this clause or any other clause of this lease, the Government may determine the lease and forfeit the security amount and take possession of the said premises or in the alternatively may impose payment of a penalty as specified in Schedule-IV. Such action shall not be taken unless the lessee/lessees has/have failed to remedy the breach after thirty days' notice.

(b) Delivery on termination of lease- On expiry or earlier determination of the lease the lessee/lessees shall deliver up the said premises and all mines (if any) dug in respect of any working as to which the Government might have sanctioned abandonment.

(c) (i) Determination of lease in the public interest- The Government may determine the lease if the Government considers that the minor minerals under the lease are required for establishing an industry beneficial to the public

(ii) Determination of lease for the aforesaid purpose shall not be valid unless six months notice in writing has been given by the Government to the lessee/lessees. Such notice need not however, be given in war of emergency.

(24) In the schedule area, the lessee shall give preference in employment, to the tribals and to the persons who become displaced because of the taking up of mining operations.

(25) Employment of Foreign nationals- The licencee/licencsees shall not employ, in connection with the prospecting operations any person who is not an Indian National except with the previous approval of the Central Government.

Further covenants of the lessee:

The lessee/lessees hereby covenant/covenants with the Government as follows:-
(1) The lessee/lessees shall, when mandated by the Government, provide and at all times keep at or near the pit head or each of the pit heads or in nearby cluster area at which the minerals shall be brought to bank, a properly constructed and efficient computerized weighing machine and shall weigh or cause to be weighed thereon all the said minerals, from time to time, brought to bank, sold, exported and converted and also the converted products. The lessee shall at the close of each day cause the total weights, ascertained by such means of the said minerals raised, sold, exported and converted during the previous twenty four hours, to be entered in the books of accounts maintained by the lessee. The lessee shall at all times during the term of the lease, permit the Government to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee.

(2) To allow test to weighing machine- The lessee shall at any time or times during the term of the lease, allow any person or persons appointed in that behalf by the Government to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order. If upon any such examination or testing, any such weighing machine or weights shall be found incorrect or out of repair or order, the Government may require that the same be adjusted, repaired and put in order by and at the expense of the lessee. If such requisition is not complied with within fifteen days after the same has been made, the Government may cause such weighing machine or weights to be adjusted, repaired and put in order at the expense of the lessee. If upon any such examination or testing as aforesaid, any error is discovered in any weighing machine or weights to the prejudice of the Government, such error shall be regarded as having existed for three months prior to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights, in case such occasion is within the said period of three months, and the lessee shall pay the royalty accounted for accordingly.

(3) Not to obstruct working of other minerals- The lessee/lessees will exercise the liberties and powers hereby granted in such manner as to cause no unnecessary or reasonably avoidable obstruction or interruption to the development of any working within the said lands of any minerals not included
in this lease and shall at all time afford to the Central and State Government and to the holders of mineral concessions in respect of any such minerals within any land or any minerals within any land adjacent to the said lands as the case may be, reasonable means of access and safe convenient passage upon and across the said lands, to such minerals for purpose of getting, working, developing and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for damage or injury which he/they may sustain in consequence of the use of such passage by such lessees or holders of mineral concessions.

(4) Forfeiture of property left more than three months after determination of lease- If on expiration of lease or earlier determination of the lease or after the date from which any surrender by the lessee of a part or parts of the said lands under the provision contained in sub-clause (20) of clause 4 of this lease becomes effective, there remain in or upon the said land of the surrendered part or parts thereof as the case may be, any engines, machinery, plants, 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 those parts of the said lands they shall become the property of the Government and may be sold or disposed of in such manner after period of three months from the date of expiration or earlier determination of the lease the Government may deem fit without liability to pay any compensation.

(5) Exemption of royalty for tenants- No royalty shall be charged on minor minerals required by the tenant for any bonafied purposes as specified in rule 75 of the rules.

6 Further covenants of the lessee:

The lessee/lessees further covenant/covenants with the Government as follows:-

(1) Interest- The lessee/lessees shall pay to the Government simple interest at the rate of fifteen percent per annum on all amounts outstanding against the lessee/lessees under this lease, whether as dead rent, royalty, surface rent or otherwise.

(2) Keeping mines etc. in good order- The lessee/lessees shall keep throughout the terms of his/their lease all mines, building, engines, machinery and other mining plants in good repair and working order.

(3) Taking ballast etc. for leased area only- The lessee/lessees shall take out and use ballast, khandas and rubbles from
his/their quarries for his/their bonafied use in the leased area only and shall pay royalty for minerals so used.

(4) Delivery of samples of rocks etc- The lessee/lessees shall deliver to or permit to be taken by the representative of the Government a sample or samples of all rocks found on mines or raised and all intermediate and finished products sold on intended for sale by the lessee/lessees.

(5) Security of pits and Shafts and not filling them up- The lessee/lessees shall properly secure pits and shafts and will not without permission in writing of the Mining Engineer, will fully close, fill up or choke any mine or shafts.

(6) Setting apart land for public purposes- The lessee/lessees shall when required by the Government so to do, set apart land for public purposes and Government may occupy the same whenever it thinks necessary of expedient but Government will, so far as is compatible with the objects aforesaid, select the land so as not to interfere with the mining operations of lessee/lessees and will from to time pay to the lessee/lessees such sums of money expended in buying surface rights over any of the lands so set apart and cost of removal of any work carried there on and for any loss or damages caused to the lessee/lessees by any interference in the mining operations.

(7) (a) Abstaining from entering occupied land- The lessee/lessees shall abstain from entering on the surface of any occupied Government land or of any private land comprised within the leased area without previously obtaining the consent of the occupant in writing.

(b) The lessee/lessees shall abstain from opening any new quarry or depot in the leased area without the previous sanction of the Mining Engineer, Assistant Mining Engineer concerned.

(8) Not to obstruct road etc- The lessee/lessees shall keep open and in no way obstruct any road path or way by any means whatsoever.

(9) Not to obstruct working of other mineral- The lessee/lessees shall in the event of his/their declining to take a lease, permit the Government or other persons duly authorised by the Government in that behalf to enter into the leased area and to conduct prospecting and mining operations thereon in respect of minerals or other substance other than ......................... (name of mineral) but the Government will so far as is compatible with the objects aforesaid, select the land to be so set apart and appropriated
in such a manner as not to interfere with the mining operations of the lessee/lessees and will indemnify the lessee/lessees for any loss or damage caused to the lessee by any interference with the mining operations.

(10) To allow free use of tanks, water courses etc, to the public and Government. The lessee/lessees shall abstain from all interference with and allow to the public and the Government the free use of tanks, water courses, places of worship, scared graves, burial grounds and village sites for houses which may be existing or may hereafter be set apart or appropriated as herein before provided on the leased area.

(11) Not to use land for other purposes- The lessee/lessees shall not cultivate or use the land save for the purposes of the lease.

(12) Not to enter upon or commence operations in forest land etc.- The lessee/lessees shall not enter upon or commence any mining operations in any forest land under special protection comprised in the leased area except after previously obtaining permission in writing of the competent officer.

(13) To respect water rights and not to injure adjoining property- The lessee/lessees shall not injure or cause to deteriorate any sources of water, power or water supply and shall not in any other way render any spring of stream of water unfit to be used or do anything to injure adjoining lands, villages or houses.

(14) Removal of stock of minerals on expiry or determination of the lease- The lessee/lessees shall on the termination or earlier determination of the lease remove within three months all extracted minerals from the premises of the leased areas. All extracted minerals in the said lands left over indisposed after three months of the termination or determination of lease shall be deemed to be the property of the Government:

Provided that in case of mining lease of mineral bajri (river sand), the lessee shall not have any right to remove any stock of bajri after the expiry of lease period or receipt of the order of determination of the lease.

(15) Service of notice on lessee- The lessee/lessees shall at all times have at the lease area a duly accredited Superintendent or Agent to whom all notices may be given and all communications from the officers of the Department or the Government may be delivered, if there be no such Superintendent or agent on the leased area, the Government shall be at liberty to treat any other person present there as
such agent and to serve all notices and other documents upon the said person or in the case of there being no such other person as aforesaid, then by affixing such notice or documents on some conspicuous portion of the mining block.

(16) Supply of stones to the Public- The lessee/lessees shall not unless prevented by reasonable cause e.g. collapse of the quarry etc. to the satisfaction of the Government, fail or neglect or delay to supply………. (name of mineral) to the public at pits mouth within reasonable period of………. (to be specified). In the event of unsatisfactory supply by the lessee/lessees to local public the Mining Engineer/Assistant Mining Engineer with the approval of the Director, may allow the consumers to quarry/extract with their own arrangement in the leased area outside the existing quarries and depots and the lessee/lessees will not be entitled to any royalty on this account but the same will be payable to the Government.

(17) Employment of qualified person- for the purpose of carrying out mining operations in accordance with the approved practices:-

(i) a whole-time mining engineer or the person possessing I Class Mine Manager's Certificate of Competency issued by the Director General of Mines Safety and geologist, where mining operations are carried out by deployment of heavy mining machinery for deep hole drilling, excavation, loading and transport, or where the average employment exceeds one hundred and fifty per day;

(ii) a whole-time mining engineer or the person possessing II Class Mine Manager's Certificate of Competency issued by Director General of Mines Safety, where mining operations are carried out by deployment of heavy mining machinery for deep hole drilling, excavation, loading and transport, or where the average employment exceeds seventy five per day;

(iii) in case of any other mine, a person having degree in mining or diploma in mining with two year's experience in mining operations or Geologist or the person possessing foreman's certificate of competency issued by the Director General of Mines Safety:

Provided that in case where area of lease is upto one hectare and mining is carried out only by manual means, the person having qualification mentioned in clause (i), (ii) or (iii) may work for a maximum of
fifteen leases or fifty quarry licences, provided that all such mines/quarries are located within a radius of hundred kilometers:

Provided further that if any doubt arises about the lease covered under clause (ii) or (iii) above it shall be referred to the Director for its decision whose decision shall be final.

Explanation: The expression ‘average employment’ means the average per day of the total employment of the mine during the preceding quarter (obtained by dividing the number of man-days worked by the number of working days).

(18) The Lessee shall inform the Government of any change in his immovable property and its value within a period of fifteen days from such change.

7 Calculation of royalty, assignment of tax and recovery of dues:

It is hereby further agreed between the parties hereto as follows:-

(1) The royalty payable hereunder shall be calculated on the quantity dispatched from or consumed within the leased area as per the rates specified in Schedule-II of the Rajasthan Minor Mineral Concession Rules, 2017;

(2) The lessee/lessees shall not assign, sublet or part with the possession of the leased area or any part thereof except in the manner permitted by rule 27 of the said rules.

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

(4) The lessee/lessees shall duly and regularly pay to the competent authority all taxes, cess and local dues in respect of the leased area, said minerals or the working of the mines.

8 If in any event the orders of competent authority are revised or cancelled by the appellate authority or by the State Government in pursuance of the proceedings under Chapter XI of the Rajasthan Minor Mineral Concession Rules, 2017 or under any other provisions of the said rules, the lessee/lessees shall not be entitled to compensation for any loss sustained by him/them in exercise of the powers and privileges conferred upon him/them by these presents.

9 If in any event the orders of the Government or any other officer empowered under these rules are revised, reviewed or cancelled by the appellate authority or court of law, 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.

10 In the event of the existence of a state of war or of emergency (of which existence the Government shall be sole judge and a notification to this effect in the Rajasthan Gazette shall be conclusive proof), the Government shall from time to time and all times, during the said terms have the right (to be exercised by a notice in writing to the lessee/lessees) forthwith to take possession and control of the works, plant, machinery and premises of the lessee/lessees situated on the said lands or meant for use in connection with the said lands or the operations under this lease, during such possession or control and the lessee/lessees shall confirm to and obey all directions given by or on behalf of the Government regarding the use or employment of such works, plants, premises and minerals:

Provided that fair compensation which shall be determine in default of agreement by the Government shall be paid to the lessee/lessees for all loss or damages sustained by him/them by reason or in consequence of the exercise of powers conferred this clause:

Provided further that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

11 Security and forfeiture thereof:

(1) The Government may forfeit the whole or part of the amount deposited by the lessee/lessees as security under this lease in case the lessee/lessees commits/commit a breach of any covenant to be performed by the lessee/lessees under this lease.

(2) Whenever the said security deposit or any part thereof or any further sum deposited with the Government in replacement thereof shall be forfeited under sub-clause (1) or applied by the Government in satisfaction of any dues of the Government under this lease (which the Government is hereby authorised to do) and the lessee/lessees shall immediately deposit with the Government such further sum as may be sufficient with the inappropriate part thereof to bring the amount in deposit with the Government upto the limit as mentioned in Rule 19.

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

(Plan with boundary marks of demarcation report to be annexed)

12 Interpretation:

In this lease unless the context otherwise requires,-
(1) ‘Department’ means the Department of Mines & Geology, Rajasthan.

(2) ‘Director’ means the Director of the Mines & Geology, Rajasthan for the time being and includes any officer authorised by him to perform any of his functions.

(3) ‘Government’ includes an officer of the Government to whom any powers of the Government have been for the time being delegated.

IN WITNESS WHEREOF this indenture has been signed by the lessee/lessees

Signed by lessee/lessees

………..

Signature

………..

By order and on behalf of the Governor of Rajasthan

(Designation)

Witness (1)

………..

Witness (2)

………..

FORM -7
FORM OF QUARRY LICENCE
[See rule 17(3)]

1 Name of licencee : ………………………………

2 Father’s/Husband’s Name : ………………………………

3 Address : ………………………………

4 Contact No.
Mobile/land line No.
e-mail address

5 PAN No. : ………………………………

6 Quarry or plot No. : ………………………………

7 Name of block/boundary : Name ………………..
Tehsil ………………..
District ………………..

8 Name of office : ………………………………

9 No. and date of order of grant : ………………………………
10 Period of licence covered by initial grant
   From ................................
   To ...................................

11 (a) Period of extension
    From ................................
    To ...................................

(b) Period of extension
    From ................................
    To ...................................

**Details about Transfer/Mutation of licence:**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name, father's / husband's name and address of transferee / legal heirs</th>
<th>Contact No., e-mail address and PAN No.</th>
<th>Date of application of transfer/mutation</th>
<th>Order No. and date</th>
<th>Transfer fee</th>
<th>Date of Deposit</th>
<th>Signature of Transferor</th>
<th>Signature of Transferee/legal heirs</th>
<th>Signature of Mining Engineer/Assistant Mining Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Details about payment of licence fee and period of subsequent extension:**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Amount deposited</th>
<th>Challan/GR No./ cash receipt No.</th>
<th>Date of Deposits</th>
<th>Licence fee period</th>
<th>Signature of licencee</th>
<th>Signature of Mining Engineer/Assistant Mining Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FORM -8
REGISTER FOR MINING LEASE APPLICATIONS**

[See rule 22(1)]

<table>
<thead>
<tr>
<th>S. No.</th>
<th>ML No.</th>
<th>Date of receipt of application</th>
<th>Name of applicant</th>
<th>father’s/ husband’s name</th>
<th>Caste and Occupation</th>
<th>Permanent address</th>
<th>PAN card No.</th>
<th>Bank a/c No. and IFSC code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Area in hectare</th>
<th>Description of applied area</th>
<th>Mineral/ minerals applied</th>
<th>Application fee details</th>
<th>Period of mining lease applied</th>
<th>Order No. and date of grant /rejection</th>
<th>Signature of officer</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
</tr>
</tbody>
</table>
FORM -9
REGISTER FOR MINING LEASES
[See rule 22(2)]

<table>
<thead>
<tr>
<th>S. No.</th>
<th>ML No.</th>
<th>Date of receipt of application</th>
<th>Name of Leasee</th>
<th>father’s / husband’s name</th>
<th>Caste and occupation</th>
<th>permanent address</th>
<th>PAN card No.</th>
<th>Bank a/c No. and IFSC code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Area in hectare
Area granted with description
Mineral/ minerals granted
Period of lease/ renewal
Order No.
Date of grant
Amount of dead rent original/ revised
Security deposited

<table>
<thead>
<tr>
<th>10</th>
<th>11</th>
<th>13</th>
<th>14</th>
<th>15</th>
<th>16</th>
<th>17</th>
<th>18</th>
</tr>
</thead>
</table>

Performance security deposited
Name of transferee with father’s/ husband’s name and address
Date of transfer
Date of extension
Date of expiry/ termination/ surrender/ part surrender

<table>
<thead>
<tr>
<th>19</th>
<th>20</th>
<th>21</th>
<th>22</th>
<th>23</th>
</tr>
</thead>
</table>

Signature of officer
Diversion details
EC details
Remark

<table>
<thead>
<tr>
<th>24</th>
<th>25</th>
<th>26</th>
<th>27</th>
</tr>
</thead>
</table>

FORM -10
REGISTER FOR QUARRY LICENCE APPLICATIONS
[See rule 22(3)]

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of applicant with father’s/husband’s name and address</th>
<th>Caste and occupation</th>
<th>Date of receipt of application</th>
<th>Name of the boundary</th>
<th>Plot No. applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Size of the plot
Mineral or minerals applied
Order No. and date of grant/rejection
Signature of the Officer
Remarks

<table>
<thead>
<tr>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
</tr>
</thead>
</table>
FORM -11
REGISTER FOR QUARRY LICENCE
[See rule 22(4)]

Name of the block/boundary
Total No. of quarries in the block .......................
No. of quarries added by extending the block/boundary........

1. By order dated ...............  
2. ........................................  
3. ........................................

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Quarry / plot No.</th>
<th>Name of the licencee</th>
<th>Father's/ husband's name</th>
<th>Address</th>
<th>PAN card No.</th>
<th>Bank a/c No. and IFSC code</th>
<th>Caste and occupation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of receipt of the application</th>
<th>Order no. and date of grant of licence</th>
<th>Details of subsequent extension of licence</th>
<th>Amount of security deposited</th>
<th>Amount of performance guarantee deposited</th>
<th>Amount of annual licence fee</th>
<th>Date on which licence fee has been paid with amount</th>
<th>Date of Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of transferee with father's/husband’s name and address</th>
<th>Date of expiry/termination/surrender</th>
<th>Date from which plot is free for grant</th>
<th>Signature of the Officer</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
</tr>
</tbody>
</table>
When the transferor are more than one individual ...................................................... (Name of the persons with address and occupation) (hereinafter referred to as the “transferor” which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns).

When the transferor is a registered firm…………………………… (Name and address of all the partners) all carrying on business in partnership under the firm name and style of……………………………………………………………………………………… (Name of the firm) registered under the Indian Partnership Act, 1932 (Central Act No. 9 of 1932) and having their registered office at …………. (hereinafter referred to as the “transferor” 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 transferor is a registered company………………… (Name of Company) a company registered under………………… (Act under which incorporated) and having its registered office at …………………………..(Address) (Hereinafter referred to as the “transferor” which expression shall where the context so admits be deemed to included its successors and permitted assign) of the first part.

AND

When the transferee is an individual……………………………………. (Name of the person with address and occupation) (hereinafter referred to as the “transferee” which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives, and permitted assigns)

When the transferee are more than one individual ………… (Name of the person with address and occupation) and ……………………..(Name of the person with address and Occupation) (Hereinafter referred to as the “transferee” which expression shall where the context so admits be deemed to include their representative heirs, executors, administrators, representatives and their permitted assigns)

When the transferee is a registered firm ………………………(Name and address of all the partners) all carrying on business in partnership under the firm name and style of ………………………………………………………………………………………………………… (Name of the firm) registered under the Indian Partnership Act, 1932 (Central Act No. of 1932) and having their registered office at …………………………… (hereinafter referred to as the “transferee” 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 transferee is a registered Company………………
(Name of Company) a company registered under (Act under which incorporated) and having its registered office at………………
(address) (hereinafter referred to as the “transferee” which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the second part.

AND

The Governor of the State of Rajasthan (hereinafter referred to as the “State Government” which expression shall where the context so admits to be deemed to include the successors and assigns) of the third part.

Whereas by virtue of an indenture of lease dated the
………………
and registered as on ……………….. (Date) in the office of the Sub-Registrar of ……………………….
(Place) (hereinafter referred to as lease) the original whereof is attached hereto and marked ‘A’ entered into between the State Government (therein called the lessor) and the transferor (therein called the lessee), the transferor is entitled to search for win and work the mines and minerals in respect of ………………………..(Name of minerals) in the lands described in the Schedule thereto and also in Schedule annexed hereto for the terms and subject to the payment of the rent and royalties and observance and performance of the lessee’s covenant and conditions in the said deed of lease reserved and contained including covenant not to assign the lease or any interest there under without the previous sanction of the State Government.

And whereas the transferor is now desirous of transferring and assigning the lease to the transferee and the State Government has at the request of transferor, granted permission to the transferor vide order No…………….. dated ……………….. such a transfer and assignment of the lease upon the condition of the transferee into an agreement in and containing the terms and conditions hereinafter set-forth.

Now this Deed witness as follows:-
1. In consideration of Rs…………….. paid by the transferee to the transferor the receipt of which the transferor hereby acknowledges, the transferor hereby conveys assigns and transfers into the transferee all the rights and obligations under the said hereinbefore recited lease and to hold the
same upto the transferee with effect from date of execution of this deed for the unexpired period of the said lease

2. The transferee hereby covenants with the State Government that from and after the transfer and assignment of the lease the transferee shall be bound, by and be liable to perform, observe and confirm and be subject to all provisions of all the covenants, stipulations and conditions contained in said herein before recited lease in the same manner in all respects as if the lease had been granted to the transferee as the lessee there under and he had originally executed it as such.

3. It is further hereby agreed and declared by the transferor of the one part and the transferee of the other part that:-

   (i) The transferor and the transferee declare that they have ensured that the mineral rights over the area for which the mining lease is being transferred vest to the State Government.

   (ii) The transferor hereby declares that he has not assigned, subject, mortgaged or in any other manner transferred the mining lease now being transferred and that no other person or persons has any right, title or interest where under in the present mining lease being transferred.

   (iii) The transferor further declares that he has not entered into or made any agreement, contract or understanding whereby he has been or is being directly or indirectly financed to a substantial extent by or under which the transferor’s operation or understandings were or are being substantially controlled by any person or body of persons other than the transferor.

   (iv) The transferor further declares that he has furnished in affidavit along with his application for transfer of the present mining lease specifying therein the amount that he has already taken/proposes to take as consideration from the transferee.

   (v) The transferee further declares that he is financially capable of and will directly undertake mining operations.

   (vi) The transferor has supplied to the transferee the original/or certified copies of all plans of abandoned workings in the area and in belt six meters wide surroundings it.

   (vii) Transferee further declares that he shall pay one time premium amount as per the provisions of the Rajasthan Minor Mineral Concession Rules, 2017.
(viii) The transferee hereby further declares that as a consequence of this transfer, the total areas while held by him under minor mineral concessions are not in contravention of rule 7(4) of the Rajasthan Minor Mineral Concession Rules, 2017.

(ix) Transferor has paid all the rent, royalties and other dues towards Government till this date in respect of this lease

(x) Registered consent of khatedaar if any obtained in favour of previous lessee will continue till the period of mining lease

In witness where of the parties hereto have signed on the date and year first above written.

…………………
Signature of the transferor
(Designation)
…………………
Signature of the transferee

Date ………………………………………
Witness I ………………………………….
Witness II………………………………

FORM -13
PRODUCTION, DESPATCH & STOCK REGISTER
[See rule 28(2)(iv)(a)]

ML No………………………..
Mines………………….
Month………………..

<table>
<thead>
<tr>
<th>S. No</th>
<th>Date</th>
<th>No. of persons Employed</th>
<th>Opening stock</th>
<th>Production</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Approximate quantity of mineral dispatched

<table>
<thead>
<tr>
<th>Approximate quantity of mineral dispatched</th>
<th>Sale price per tonne (grade wise)</th>
<th>Approximate stock balance</th>
<th>Actual dispatch</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Closing stock

<table>
<thead>
<tr>
<th>Closing stock</th>
<th>Rawanna No.</th>
<th>Vehicle No.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
</tr>
</tbody>
</table>
FORM -14
RAWANNA REGISTER
[See rule 28(2)(iv)(a)]

ML No.........................
Mines......................

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Date</th>
<th>Rawanna No.</th>
<th>Quality of mineral</th>
<th>Place where mineral is being sent</th>
<th>Name of person/party to whom mineral is being dispatched (dealers registration No. if any)</th>
<th>Mode of transport</th>
<th>Vehicle No.</th>
<th>Approximate quantity of mineral dispatched</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Actual quantity of mineral dispatched</th>
<th>Time of dispatch</th>
<th>Signature of authorised person</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FORM -15
MONTHLY e-RETURN FOR MINING LEASE
[See rule 28(2)(iv)(d)]

Name of lessee........................ Month...........................................

Name of Mine ........................ Period of lease.............................

Quantity dispatched:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Opening stock of mineral</th>
<th>Production</th>
<th>Total</th>
<th>Purpose - captive use/ sell</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>8</td>
<td>9</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rawanna No.</th>
<th>Date</th>
<th>Weight mentioned in rawanna</th>
<th>Actual weight</th>
<th>Closing balance</th>
<th>Plantation done in this month</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Average no. of workers</th>
<th>No. of labour insured in this month</th>
<th>No. of labour insured till this month</th>
<th>No. of medical checkup of labour done in this month</th>
<th>Workin g days</th>
<th>Quantity of over burden removed</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I/We declare that particulars given above are correct and I/We will furnish any other details/documents required in the connection on demand.

Place: ______________  
Date: ______________

Yours Faithfully

Signature of Leasee/Qualified Technical person  
Name and Address  

-------------------------------

**FORM -16**  
**ANNUAL e-RETURN FOR ASSESSMENT OF ROYALTY FOR MINING LEASE**  
[See rule 28(2)(iv)(d)]

Name of lessee ---------------------  Name of Mine/ML No------------------
Email address -------------  PAN card No. ....................................
Name of Office ME/AME -------  Tehsil ---------------------------------
Annual dead rent -------------  Distt.--------------------------------------
Period of lease -------------  Name of mineral ------------------------
Period of assessment -------------

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Month or period (with year)</th>
<th>Opening stock of mineral</th>
<th>Production</th>
<th>Total dispatched/sold/used</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Total average No. of labourers</th>
<th>Total No. of working days</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plantation done in the year</th>
<th>No. of labour insured in the year</th>
<th>No. of labour insured till end of the financial year</th>
<th>No. of medical checkup of labour done in the year</th>
<th>Quantity of over burden removed</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
</tr>
</tbody>
</table>

(i) Rate of royalty  
Rs…………………per tonne
(ii) Total amount of royalty Rs.-----------------------------
(iii) Less dead rent or royalty already paid Rs.-----------------------------

Date wise challan/GRN wise detail shall be given
(iv) Excess royalty payable Rs.-----------------------------

I/We declare that particulars given above are correct and
I/We will furnish any other details/documents required in the
connection on demand.

Place:_____________                     Yours Faithfully
Date:_____________                     Signature of Lessee

Name & Address

FORM -17
ACKNOWLEDGEMENT OF RECEIPT OF ANNUAL e-RETURN
FOR ASSESSMENT OF ROYALTY
[See rule 28(2)(iv)(d)]

S.No.____ Name of office _______ML No. ______ Date ______

Received annual e-return for assessment of royalty with the
following enclosures for the mining lease from Mr./Mrs./Ms./M/s --------
-----------------------------------------------------------------------
on -------/------- 20---- for ------- hectares of land located near village ------------------ tehsil ------
-------district -------- for mining ---------------- mineral.

Enclosures:
------------------------------------------------------------------------
------------------------------------------------------------------------
------------------------------------------------------------------------

Place: ------------------
Date: ------------------

FORM -18
RAWANNA
[See rule 28(2)(iv)(e)]

S. No................. Dated ......................

Name of mineral concession/Permit holder ..............................

Mining lease No./Permit No. ....................................................

Location of the mines ......................................................

Name of mineral ..................................................................
Quality of mineral…………………………………………………..

Place where mineral is being sent………………………………

Name of person/party to whom mineral is being dispatched………
(dealers registration no. if any)

Mode of transport………………Vehicle No…………………………

Weight/Volume of mineral …………………………………………

Page and Serial No. of the “Rawanna register” at which rawanna has been entered ……………………………
Time of dispatch……………………………………………………

Approximate time of delivery ………………………………………
Signature of the driver……………………………………………

Signature of Mine owner/Manager

FORM -19
APPLICATION FOR REGISTRATION OF ROYALTY/EXCESS ROYALTY COLLECTION CONTRACTOR
[See rule 35(1)]

To,
The Additional Director (Mines),
Department of Mines & Geology,
……………………….. (Rajasthan)

Sub: For registration as a contractor to participate in auction/tender for grant of contract to collect royalty/excess royalty with or without permit fee/other charges.

Sir,
1. With reference to above, I am/we are submitting following information to register myself/us as a contractor for class AA/A/B/C and I/we have deposited Rs.......................as the application fee payable under rule 35(4)(i) through e-payment, bank name ............. GRN No. .............dated............... 

2. (A) Name of the applicant and address:- ..................

(B) Telephone No. office .............. Residence .............
Fax No. .............. Cell No. ..............
Email address .............. PAN card No..............
Bank account No. ..........  IFSE code. .............

(C) In case the applicant is an individual:
1. Father’s name/Husband’s name
2. Caste
3. Occupation
4. Nationality

(D) In case the applicant is Firm/Company/Association of persons/Society:
1. Kind of business
2. Place of business
3. Place of registration
4. Nationality of Directors/Partners
5. Email address

N.B. Please enclose copies of Certificate of Firm’s registration, Partnership-deed, Power of Attorney, Certificate of Incorporation, Memorandum and Articles of Association and resolution of Board of Directors about applying for registration of contract.

3. Present business:

........................................
........................................

4. Details of held contracts/mineral concession/permit in the name of applicant and his family members and partners of firm/director of private limited company/association of persons:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>ML/PL/QL/RCC/ERCC</th>
<th>Mineral</th>
<th>Near Village</th>
<th>Tehsil</th>
<th>District</th>
<th>AME/ME office concerned</th>
<th>Area in hectares</th>
<th>Period From</th>
<th>To</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Enclose no dues certificate issued from AME / ME concerned)

5. Enclose net worth certificate of chartered accountant for value of Rs. .......... as per Form 20.


7. Properly sworn affidavit stating that:
   (a) No dues of the Department is outstanding against the applicant and his family members.
   (b) The applicant is financially sound and fully capable to run such contracts.
(c) The information furnished by an applicant is true and correct.
(d) In case of breach of any terms and conditions of tender/auction of contract, or if any information furnished shall found incorrect, the Department may cancel the registration and impose penalty with forfeiture of security amount after serving fifteen days notice to the contractor.

8. Self-attested copy of PAN Card, photo identity and address proof enclosed (any two out of following documents) –
   (i) Aadhar Card;
   (ii) Copy of Driving licence;
   (iii) Copy of Voter Identification Card;
   (iv) Copy of Passport;
   (v) Bank Pass Book;
   (vi) Latest Electricity; or
   (vii) Telephone bill/Water Bill.

Dated: ___________

Yours faithfully,

(Applicant)

**FORM -20**

**NET WORTH CERTIFICATE**

*(To be enclosed with Form -19)*

[See rule 35(4)(i)]

I/We have verified the statement of assets and liabilities of Mrs./Mr./M/s. __________________________ on the basis of our information and according to the explanations furnished to us. We certify that the net worth of Mrs./Mr./M/s. __________________________ is as under (Amount Rs. in crore)

<table>
<thead>
<tr>
<th>Assets</th>
<th>Sub total</th>
<th>Total</th>
<th>Basis of valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. 1. Immovable Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide complete details of immovable assets including description, location, land area, built up area etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Movable assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Investments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Loans &amp; advance/receivable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Cash and bank balances</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Any other assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide complete details of movable assets list with description.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total assets (A)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Secured loans</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Unsecured loans and deposits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Other liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total liabilities (B)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Net worth (A-B)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The above furnished information has been verified by me personally and this is true as indicated above.

For Chartered Accountants
(                                  )
Partner/Proprietor,
M. No. ________

Note: The basis of valuation should be mentioned in detail like the 1. valuable report of approved velour, 2. income tax records, 3. original title deeds, 4. balance sheet as submitted with income tax or 5. audited balance sheet etc.

FORM -21
ACKNOWLEDGEMENT OF APPLICATION FOR REGISTRATION OF ROYALTY/EXCESS ROYALTY COLLECTION CONTRACTOR
[See rule 35(5)]
Code : ADM ....../class ....../S.No. ......./year ........
Date _________   Name of office _______

Received the application with the following enclosures for the registration of royalty/excess royalty collection contractor of Mr./Mrs./Ms./M/s --------------------------------------------------------- on -
------------------------------------------------- 20------ for ----------- for the category ………………
Enclosures:
-------------------------------------------------------- Signature and designation
-------------------------------------------------------- of receiving officer
--------------------------------------------------------

Place: --------------
Date: --------------