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PART I.—Orders and Notifications by the Governor of West Bengal, the High Court, Government Treasury, etc.

**GOVERNMENT OF WEST BENGAL**  
**COMMERCE AND INDUSTRIES DEPARTMENT**  
**MINES BRANCH**

NOTIFICATION

No. 621-CI/O/./84/11(Pt-I).—14th September, 2015.—Whereas, the State of West Bengal has been contemplating on introducing the West Bengal Minor Minerals Concession Rules, 2015 to bring in the change in the regime of mining lease/licence of minor minerals.

Whereas, the Government of India has reclassified certain major minerals as the minor minerals vide Notification no. SO.423(K) dated 10.02.2015.

Whereas, the Central Legislature has amended the Mines and Minerals (Development and Regulation) Act, 1957 (Act No. 67 of 1957) by enacting the Mines and Minerals (Development and Regulation) (Amendment) Act, 2015 (Act No. 10 of 2015) [hereinafter the said Act].

Now Therefore, the Governor has been pleased hereby to publish the Draft West Bengal Minor Minerals Concession Rules, 2015 for inviting suggestions and comments from the stakeholders, experts of the field and the general public at large for due consideration.

Suggestions and comments may be sent to this Department directly on the above address or via email id -karlickc.mail@it.gov.in / emo.dmm-wb@nie.in within 15 days of publication of this notification.

The Draft West Bengal Minor Minerals Concession Rules, 2015 is annexed herewith.

By order of the Governor,  
[ILLEGIBLE]  
Jt. Secy., to the Govt. of West Bengal.

## DRAFT RULES

In exercise of the power conferred by sub-section (1) of Section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (Act 67 of 1957), the Governor is pleased hereby to make the following rules regulating the grant of short-term mining license, prospecting licence -cum-mining leases and mining lease in respect of minor minerals and for purposes connected therewith, namely:

CHAPTER-I  
PRELIMINARY

**1. Short title, extent and commencement.**— (1) These rules may be called the West Bengal Minor Minerals Concession Rules, 2015.

(2) They shall extend to the whole of West Bengal.

(3) They shall come into force from the date of their publication in the *Official Gazette*.

**2. Definitions.**— (1) In these rules, unless the context otherwise requires,—

(a) “Act” means the Mines and Minerals (Development and Regulation) Act, 1957, as subsequently amended;

(b) “Block Land and Land Reforms Officer” means a Block Land and Land Reforms Officer appointed as such by the State Government for any particular area;

(c) “Chief Mining Officer” means the Chief Mining Officer appointed as such by the State Government, having jurisdiction all over the State of West Bengal;

(d) “Collection of Minor Minerals” means obtaining ordinary minor minerals either by virtue of mining lease or by virtue of quarry permit issued as per provisions of these rules;

(e) “Dead Rent” means the amount to be paid annually by the lessee during the leased period as may be prescribed by the State Government from time to time.

(f) “District authority” means the District Magistrate and Collector of the district and includes Additional District Magistrate in charge of Land Acquisition or Land Reforms matters in a district and includes the District Land and Land Reforms Officer;

(g) “District Level Committee” means a committee to be constituted by the Commerce and Industries Department consisting of a representative from the District Land and Land Reforms Office, the Directorate of Mines and Minerals, the Irrigation and Waterways Department, the West Bengal Pollution Control Board, the Forest Department, the State Water Investigation Directorate and such other person, officer or representative as may be considered necessary in order to select the area to be notified for competitive bidding or for any other purpose necessary under this Rules;

(h) “Security Deposit” means the sum prescribed by the State Government to be deposited by the applicant before execution of the lease deed as security for due observance of terms and conditions of the lease.

(i) “Executive engineer” means an Executive engineer appointed as such by the State Government in the Department of Irrigation and Waterways, having jurisdiction over an area designated and empowered for management of the process associated with extraction of riverbed occurrences.

(j) “Form” means a form set out in the Schedules appended to these rules;

(k) “Lease” means a mining lease granted under these rules;

(l) “Lease Granting Authority” means any official appointed by the State Government in the Commerce and Industries Department, the Irrigation and Waterways Department and the District Authority for granting mining leases;

(m) “Mineral” means minor minerals as defined in clause (e) of section 3 of the Act;

(n) “Prospecting-cum-Mining Lease” means a two-staged concession granted for the purpose of undertaking prospecting operations followed by the mining operation.

(o) “Mining Officer” means a Mining Officer appointed as such by the State Government for any particular area and includes the Chief Mining Officer;

(p) “Person” shall include any company or any corporation or association or a body of individuals, whether incorporated or not, or a department of the State Government or the Central Government;

(q) “Revenue Officer” means a Revenue Officer appointed as such by the State Government in the Irrigation and Waterways Department having jurisdiction for a particular area designated and empowered for management of the process associated with extraction of riverbed occurrences.

(r) “River bed occurrence” means sand, stone, boulder, pebbles, gravel accumulated in the river bed by natural phenomenon;

(s) “Short Term Mining Licence” means a licence granted under Chapter IV of these rules to extract and remove any minor mineral in specified quantity from a specified area for a specified period on prepayment of royalty, cesses and other statutory dues;

(t) “State Government” means the Government of West Bengal;

(u) “Sub-Divisional Land and Land Reforms Officer” means a Sub-Divisional Land and Land Reforms Officer appointed as such by the State Government for any particular area.

(v) ‘Superintending Engineer’ means a Superintending Engineer appointed as such by the State Government in the Irrigation & Waterways Department, designated and empowered for superintendence and execution of riverbed occurrences in a particular district.

(2) Words and expressions used and not defined in these rules, but defined in the Act, shall have the same meanings as respectively assigned to them in the said Act.

**CHAPTER II****3. Prohibition on mining under specified conditions:-**

(1)(a) No person shall undertake mining operation in any area prohibited by the State Government in the public interest by notification in the *Official Gazette*:

Provided that nothing in the sub-rule shall affect any mining operation undertaken in any area in accordance with the terms and conditions of a mining lease or mineral concession already granted.

(b) 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 and the West Bengal Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2002.

(2) No minor mineral coming out in course of digging of wells or excavation of tanks shall be disposed of by the person digging or excavating without informing the District Authority as well as the Executive Officer of the *Panchayat Samiti* or the Executive Officer of the Municipality concerned, as the case may be, about such occurrence.

Provided that disposal of such minor mineral may be allowed on pre-payment of prices of such minor mineral at the prevailing market rate as determined on the basis of the rates published by the Public Works Department / concerned Department of the State Government for the concerned area from time to time.

(3) No mining of river bed occurrence shall be allowed within 300 metres, upstream and downstream, measured from the centre line of any bridge, regulator or similar hydraulic structure and from the end point of bank protection works.

(4) No river bed mining shall be allowed beneath 3 metres of the river bed or ground water level, whichever is less.

(5) No mining operation in case of river bed occurrence shall be done within a distance of three (03) kms. of a barrage axis or dam on a river unless otherwise permitted by the concerned Executive Engineer or Revenue Officer or authorised officer and such distance shall be reckoned across an imaginary line parallel to the barrage, or dam axis, as the case may be.

(6) No extraction of river bed occurrence shall be allowed beyond the central one third of the river bed, or keeping a distance of 100 metre from the existing bankline whichever is less, unless otherwise permitted by the concerned Executive Engineer or Revenue Officer.

(7) No extraction of minerals other than river bed occurrence shall be allowed within fifty (50) metres from any road, public structure, embankment, railway line, bridge canal, road and other public works or buildings.

(8) No mining lease shall be granted without proof of existence of mineral contents in the area for which the application for a mining lease has been made in accordance with such parameters as may be prescribed by the Government from time to time.

**CHAPTER-III  
CONDITIONS FOR MINING****4. General conditions for grant of Prospecting Licence cum Mining Lease and Mining Lease:-**

(1) The State Government shall grant a prospecting licence-cum-mining lease or a mining lease in respect of a minor mineral to any person who is an Indian national, or a company as defined in sub-section of Section 2 of the Companies Act, 2013;

*Explanation* - For the purposes of sub-section (1), a person shall be deemed to be an Indian national :-

(a) in the case of a firm or other association of individuals, only if all the members of the firm or members of the association are citizens of India and

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

(2). The State Government shall grant mining lease if –

(a) the area applied for has been prospected earlier as per report of the DMM/IBM/GSI or the existence of mineral contents therein has been established otherwise than by means of prospecting such area; and

(b) there is a Mining Plan as per Form “...” and the same has duly been approved by the Chief Mining Officer or the Mining Officers-in charge of respective zones.

(3) A person shall undertake any prospecting and/or mining operation in any area in accordance with the terms and conditions of a Prospecting Licence-cum-Mining Lease or Mining Lease or Short Term Mining Licence (STML) as the case may be.

Provided that if any public sector undertaking searches for or collects materials or minor minerals or undertakes any mining operation with a view to ascertaining commercial prospects of winning any minor minerals, no mining lease or short term mining licence under these rules shall be necessary subject to prior intimation indicating plan of such work to the concerned Mining Officer and Chief Mining Officer and also to the Executive Engineer or Revenue Officer for riverbed occurrences, if applicable before commencing such work.

Provided further that no mining lease or licence for riverbed occurrences under these rules shall be required <sup>4</sup>

(i) For re-excavation or maintenance of rivers by the Irrigation & Waterways Department or any other authorities of the State Government where excavated riverbed materials are utilised or disposed of within the Government land.

(ii) For depositing the excess riverbed materials obtained from excavation of foundation of structures within or across river, by any Works Department or organisation of the State or Central Government, within Government land, subject to prior intimation by the implementing Department or organisation to the concerned Executive Engineer or Revenue Officer.

#### 5. Period of lease –

(1) Period of lease for mining operation in any area, shall be –

- (a) for riverbed occurrence, *morrum* and earth, upto 10 years;
- (b) for other minerals upto 20 years

Provided that the period in case of PL cum ML for minor minerals other than riverbed occurrence, *morrum* and earth shall be inclusive of the period of prospecting.

(2) The date of commencement of the period for which a mining lease is granted shall be the date on which a duly executed lease deed is registered as per the conditions laid down by these rules.

#### 6. Area of mining lease – The minimum area granted under a mining lease shall not be less than–

(a) 5 hec., in case of river bed occurrence:

Provided that the District Level Committee may select an area below 5 hec. for the purpose of issuance of notification for inviting competitive bidding under exceptional circumstances and such circumstances shall be recorded in writing.

(b) 1 hect for other minor minerals.

7. **Period for which prospecting operation may be undertaken in Prospecting Licence cum Mining Lease:**–The period of prospecting in Prospecting Licence cum Mining Lease shall not generally be more than two years, which may be extended to such periods as may be decided by the State Government.

Provided that such extended period shall be included within the period of Prospecting Licence cum Mining Lease.

8. **Scheme of prospecting:** – Every holder of a Prospecting Licence cum Mining Lease for a minor mineral shall submit to the State Government or any person authorized in this behalf by the State Government within a period of sixty days from the date of execution of the a Prospecting Licence cum Mining Lease a scheme of prospecting as per Form-"..." duly approved by the Mining Officer of the respective zones.

#### 9. Modification of scheme of prospecting :-

(1) A prospecting scheme prepared and submitted under Rule-8 may be modified at any time on geological considerations by the holder of a prospecting licence cum mining lease during continuance of the prospecting period.

(2) Any modification carried out under sub-rule (1) shall be intimated to the State Government by the holder of a prospecting cum mining lease within a period of fifteen days.

**10. Prospecting operations to be carried out in accordance with scheme of prospecting:** - Every holder of a prospecting licence cum mining lease for minor mineral shall carry out the prospecting operations in accordance with the scheme of prospecting submitted under Rule-8 or with such modifications, if any, as intimated under Rule-9 or as directed by the State Government.

**11. Mining plan to be prepared by a Recognised Qualified Person**— No mining plan shall be approved unless it is prepared by a qualified person recognised by the Indian Bureau of Mines.

**12. Approval and submission of approved mining plan**— The successful bidder shall submit an approved mining plan with a non-refundable fee of Rs. 1000 (rupees one thousand) within a period of three months from the date of communication of acceptance of his bid for a prospecting licence cum mining lease or mining lease or such other period as may be allowed by the State Government for such approval.

**13. Mine Closure Plan**— Every mine shall have Mine Closure Plan which shall be of two types—

- (i) Progressive Mine Closure Plan; and
- (ii) Final Mine Closure Plan.

**14. Submission of Progressive Mine Closure Plan**—

(1) The owner, agent, manager or mining engineer shall, in case of fresh grant or renewal of existing mining lease under the previous rules, submit a Progressive Mine Closure Plan as a component of mining plan to the officer authorised by the State Government in this behalf.

(2) The owner, agent, manager or mining engineer shall, in case of existing mining lease submit a Progressive Mine Closure Plan to the officer authorised by the State Government in this behalf, for approval within a period of one year from the date of commencement of this rule.

(3) The owner, agent, manager or mining engineer shall review the Progressive Mine Closure Plan every two years from the date of opening of the mine in case of fresh grant or from the date of renewal of mining lease, as the case may be, and shall submit to the officer authorised by the State Government in this behalf, for its approval.

(4) The officer authorised by the State Government in this behalf shall convey his approval or refusal of the Progressive Mine Closure Plan within ninety days of the date of its receipt.

(5) If approval or refusal of the Progressive Mine Closure Plan is not conveyed to the owner, agent, manager or mining engineer of the mining lease within the period as specified in sub-rule (4), the Progressive Mine Closure Plan shall be deemed to have been provisionally approved, and such approval shall be subject to final decision whenever communicated.

**15. Submission of Final Mine Closure Plan**—

(1) The owner, agent, manager or mining engineer shall submit a Final Mine Closure Plan to the officer authorised by the State Government in this behalf, for approval one year prior to the proposed closure of the mine.

(2) The officer authorised by the State Government in this behalf, shall convey his approval or refusal of the Final Mine Closure Plan within ninety days of the date of its receipt of Final Mine Closure Plan from the owner, agent, manager or mining engineer.

(3) If approval or refusal of the Final Mine Closure Plan is not conveyed to the owner, agent, manager or mining engineer of the mining lease within the period as specified in sub-rule (2), the Final Mine Closure Plan shall be deemed to have been provisionally approved and such approval shall be subject to final decision whenever communicated.

**16. Modification of Mine Closure Plan**—

(1) The holder of a mining lease desirous of seeking modifications in the approved Mine Closure Plan, shall submit to the officer authorised by the State Government in this behalf, for approval setting forth the intended modifications and explaining the reasons for such modifications.

(2) The officer authorised by the State Government in this behalf, may approve the modifications as submitted under sub-rule (1) or approve with such alterations as he may consider expedient.

**17. Responsibility of holder of mining lease**—

(1) The owner, agent, manager or mining engineer shall have the responsibility to ensure that the protective measures contained in the Mine Closure Plan referred to in this rule including reclamation and rehabilitation work have been carried out in accordance with the approved Mine Closure Plan or with such modifications as approved by the officer authorised by the State Government in this behalf under this rule.

(2) The owner, agent, manager or mining engineer shall submit to the officer authorised by the State Government in this behalf, a yearly report before 1<sup>st</sup> July of every year setting forth the extent of protective and rehabilitative works carried out as envisaged in the approved Mine Closure Plan, and if there is any deviation, reasons thereof.

**18. Financial Assurance—**

(1) For the purpose of mining operation in any area, financial assurance shall be furnished by every leaseholder. The amount of financial assurance shall be rupees 15 thousand per hectare of the mining lease area put to use for mining and allied activities or rupees *fifty (50)* thousand, whichever is higher, in any of the forms referred to in this sub-rule:

Provided that a leaseholder shall be required to enhance the amount of financial assurance with the increase in the area of mining and allied activities:

Provided further that where a leaseholder undertakes reclamation and rehabilitation measures as part of the Progressive Closure of Mine, the amount so spent shall be reckoned as sum of the financial assurance already spent by the leaseholder and the total amount of financial assurance to be furnished by the lessee, shall be reduced to that extent.

(2) The financial assurance shall be submitted in one of the following forms to the officer authorised by the State Government in this behalf:—

- (a) letter of credit from any Scheduled Bank;
- (b) performance or surety bond;
- (c) trust fund build up through annual contributions from the revenue generated by mine and based on expected amount sum required for abandonment of mine; or
- (d) any other form of security or any other guarantees acceptable to the authority.

(3) The lessee shall submit the financial assurance to the officer authorised by the State Government in this behalf before executing the mining lease deeds and in case of an existing mining lease, the lessee shall submit the financial assurance along with the progressive mine closure plan.

(4) Release of financial assurance shall be effective upon the notice given by the lessee for the satisfactory compliance of the provisions contained in the Mine Closure Plan and certified by the officer authorised by the State Government in this behalf.

(5) If the officer authorised by the State Government in this behalf, has reasonable grounds for believing that the protective, reclamation and rehabilitation measures as envisaged in the approved Mine Closure Plan in respect of which financial assurance was given has not been or will not be carried out in accordance with the Mine Closure Plan, either fully or partially, the officer authorised by the State Government in this behalf, shall give the lessee a written notice of his intention to issue the orders for forfeiting the sum assured at least thirty days prior to the date of the order to be issued.

(6) Within thirty days of the receipt of notice referred to in sub-rule (5), if no satisfactory reply has been received in writing from the lessee, the officer authorised by the State Government in this behalf, shall pass an order for forfeiting the surety amount and a copy of such order shall be endorsed to the concerned State Government.

(7) Upon the issuance of order by the officer authorised by the State Government in this behalf, the State Government may realise any letter of credit or bond or any other surety, guarantee provided or obtained as financial assurance for the purpose of performance of protective, reclamation, rehabilitation measures and shall carry out those measures, or appoint as agent to do so.

**19. Review of Mining Plan.—**

(1) Every mining plan duly approved under these rules shall be valid for the entire duration of the lease.

(2) The owner, agent, mining engineer or manager of every mine or quarry, shall review the mining plan as prescribed under sub-rule (1) and submit a scheme of mining for the next five years of the lease to the State Government or any person authorised in this behalf by the State Government for approval.

(3) The scheme of mining shall be submitted to the State Government or any person authorised in this behalf by the State Government at least one hundred twenty days before the expiry of the five years period for which it was approved on the last occasion.

(4) The State Government or any person authorised in this behalf by the State Government shall convey its or his approval or refusal to the scheme of mining within ninety days of the date of its receipt.

(5) If approval or refusal of the scheme of mining is not conveyed to the holder of the lease within the stipulated period, the scheme of mining shall be deemed to have been provisionally approved and such approval shall be subject to final decision whenever communicated.

(6) Every scheme of mining submitted under sub-rule (2) shall be prepared by a recognised qualified person or a person under rule 8.

**20. Survey of area leased**— When a mining lease is granted, arrangement may be made at the expenses to be borne by the lessee for survey and demarcation of the area in terms of geographic coordinates granted under the lease.

#### CHAPTER IV LAPSING/TRANSFER/AMALGAMATION OF LEASES

##### **21. Lapsing of lease.—**

(1) Subject to the other conditions mentioned in these rules, where mining operation has not been commenced within a period of one year from the date of execution of the lease or is discontinued for the above period continuously after the commencement of such operations, the State Government or the Lease Granting Authority shall, after serving notice to the lessee, by an order, declare the mining lease as lapsed and communicate the said order to the lessee.

(2) Where a lessee is unable to commence the mining operation within the specified period stated in sub rule (1) above or discontinues mining operations for a period exceeding the said period for reasons beyond his control, he may, within 30 days of service of such notice, submit an application to the State Government or the Lease Granting Authority in "Form.." explaining the reasons for non-commencement or discontinuance of mining.

(3) Every such application under sub-rule (2) shall be accompanied by a fee of one thousand rupees deposited in the manner as may be notified.

(4) The State Government or the Lease Granting Authority may, on receipt of an application made under sub-rule (2) and on being satisfied about reasons for the non-commencement of mining operations or discontinuance, allow the commencement or continuance of such lease.

*Explanation*— Where the non-commencement of mining operations within a period of one year from the date of execution of mining lease or discontinuation of such operations for a period of one year is on account of—

- (a) delay in acquisition of surface rights; or
- (b) delay in getting the possession of the leased area; or
- (c) delay in supply or installation of machinery; or
- (d) orders passed by any statutory or competent authority; or
- (e) operation becoming highly uneconomical;
- (f) strike or lock-out;

as the case may be, and the lessee is able to furnish documentary evidence supported by an affidavit in Form...duly sworn in the State Government may consider any or all of these as sufficient reasons for the non-commencement/discontinuation of mining operations within the said period of one year.

##### **22. Transfer of lease—**

(1) The lessee shall not, without the previous consent in writing of the State Government or the Lease Granting Authority—

- (a) assign, mortgage, or in any other manner transfer the mining lease or any right, title or interest therein, or
- (b) enter into contract or understanding or any arrangement, whereby the lessee will be or may be directly or indirectly financed to a substantial extent under which the lessee's operations will be or may be substantially controlled by any person or body of persons other than the lessee.

(2) The State Government shall levy a transfer fee to the tune of 10 % of the deposited royalty for the last three years.

(3) The State Government shall issue guidelines for transfer of such leases.

**23. Amalgamation of leases—**

(1) The State Government may, in the interest of mineral development and for reasons to be recorded in writing, permit amalgamation of two or more adjoining leases held by a lessee:

Provided that the period of amalgamated lease shall be co-terminus with the lease whose period will expire first.

(2) An application for the transfer of a mining lease or the amalgamation of mining leases pending at the commencement of these rules, shall be disposed of in accordance with these rules.

**CHAPTER V  
ENVIRONMENTAL ASPECTS OF MINING**

**24. Protection of environment:-** Every holder of a prospecting licence-cum-mining lease or a mining lease shall take all possible precautions for the protection of environment and control of pollution while conducting prospecting, mining or processing of minor mineral in the area for which such licence or lease is granted.

**25. Removal and utilization of top soil:-**

(1) Where top soil exists and is to be excavated for prospecting or mining operations for minor mineral, it should be removed separately.

(2) The top soil so removed shall be utilized for restoration and rehabilitation of the land which is no longer required for prospecting or mining operations or for stabilizing or landscaping the external dump.

(3) Where top soil cannot be used concurrently, it shall be stored separately for future use, keeping in view that the bacterial organism should not die and should be spread in nearby area.

**26. Storage of overburden, waste rock etc.:-**

(1) The overburden, waste rock and non-saleable minor mineral generated during prospecting or mining operations for minor mineral shall be stored separately in properly formed dumps on grounds earmarked.

(2) Such dumps shall be properly secured to prevent the escape of material in harmful quantities which may cause degradation of the surrounding land or silting of water courses.

(3) Wherever possible, such waste rock or overburden or other rejects, shall be backfilled into the worked out minor mineral quarry, where minor has been recovered upto the optimum depth, with a view to restore the land to its original use or desired alternate use, as far as possible and where the backfilling is not feasible, the waste dumps shall be suitable terraced and stabilized by planting vegetation or otherwise.

**27. Reclamation and Rehabilitation of lands:-** Every holder of a prospecting-cum-mining lease or a mining lease shall undertake the phased restoration, reclamation and rehabilitation of land affected by prospecting or mining operation and shall complete this work before the conclusion of such operations and abandonment of prospect of mine.

**28. Precaution against air pollution :-** Air pollution due to dust, exhaust emissions or fumes during prospecting, mining or processing operations for minor mineral and related activities shall be controlled and kept within permissible limits specified under any environmental laws for the time being in force.

**29. Discharge of effluents:-** Every holder of a prospecting-cum-mining lease or a mining lease shall take all possible precautions to prevent or reduce to a minimum the discharge of toxic and objectionable liquid effluents from minor mineral quarry, workshop or processing plant into surface of ground water bodies and usable lands. These effluents shall conform to the standards laid down in this regard.

**30. Precaution against noise:-** Noise arising out of prospecting, mining and processing operations for minor mineral shall be abated or controlled by the holder of prospecting licence or a lease at the source so as to keep it within the permissible limit.

**31. Permissible limits and standards:-** The standards and permissible limits of all pollutants, toxins and noise referred to in Rule-35, 36, 37 shall be those notified by the concerned authorities under the provisions of the relevant statutes from time to time.

**32. Restoration of flora:-**

Every holder of a prospecting-cum-mining lease or a mining lease shall carry out prospecting or mining operations as the case may be, in such a manner so as to cause least damage to the flora of the area held under prospecting licence or mining lease.



**33. Environment Clearance—**

(1) Every successful bidder/holder of PL cum ML shall submit the Environment Clearance from the Ministry of Environment and Forest /SEIAA as the case may be within 6 months from the date of submission of the prospecting report to the State Government on the completion of the prospecting.

(2) Every successful bidder/holder of Mining Lease shall submit the Environment Clearance from the Ministry of Environment and Forest /SEIAA as the case may be within 6 months from the date of issuance of Letter of Intent or such other period as may be allowed by the State Government or the Lease Granting Authority.

**34. Forest Clearance—**

(1) If the area for PL cum ML coming under the forest area, every successful bidder/holder of PL cum ML shall submit the Forest Clearance from the MoEF/or any designated authority as the case may be within 06 months from the date of issuance of Letter of Intent or such other period as may be allowed by the State Government or the Lease Granting Authority.

(2) If the area for Mining Lease coming under forest area, every successful bidder/holder of Mining Lease shall submit the Forest Clearance from the MoEF/or any designated authority as the case may be within 06 months from the date of issuance of Letter of Intent or such other period as may be allowed by the State Government or the Lease Granting Authority.

**CHAPTER VI  
PAYMENT OF ROYALTY AND OTHER DUES**

**35. Payment of royalty and rent etc.—**

(1) (a) The holder of a mining lease or any other mineral concession granted on or after the commencement of these rules, shall pay royalty in respect of mineral or minerals extracted or removed or consumed by him or his agent, manager, employee or contractor at the rate as notified from time to time by the State Government in Commerce and Industries Department:

Provided that the State Government in Commerce and Industries Department shall not enhance the rate of royalty more than once during any period of three years.

(b) The lessee shall pay for every year a yearly dead rent.

Provided that the lessee shall be liable to pay either the dead rent or the royalty in respect of each mineral, whichever is higher:

Provided further that the dead rent shall not be enhanced more than once during any period of three years;

(c) The lessee shall also pay surface rent for the surface area used by him for the purpose of the mining operation at the rates fixed by the State Government.

The lessee shall also pay to the State Government water rate at the rate specified for the said purpose from time to time:

(2) Notwithstanding anything contained in the lease instrument or any other law in force at the time of commencement of these rules, the provisions of clause (a) and (b) of sub-rule (1) apply to the holder of a mining lease granted before such commencement.

**CHAPTER VII**

**RIGHTS OF PL cum ML HOLDER/MINING LEASE HOLDER**

**36. Rights of PL-cum-ML Holder or Mining Lease Holder—** PL-cum-ML Holder or Mining Lease Holder shall have the following rights as provided in the Forms .... and .... respectively.

**37. Right to determine lease—**

(1) The Mining Lease Holder may determine the lease at any time by giving not less than six months notice in writing to the State Government or to any officer appointed in this behalf by the State Government and after paying all outstanding dues of the State Government, every such application for determining a part or the whole of a lease shall be accompanied by a fee of Rs.5,000 (rupees five thousand) only deposited in the appropriate head of account for meeting the expenditure for survey and demarcation of the area to be determined or surrendered.

(2) When the State Government is of the opinion that it is expedient in the interest of regulation of mines and mineral development so to do, it may, by an order, make premature termination of a mining lease in respect of any mineral.

#### CHAPTER VIII PROCEDURE FOR GRANT OF MINING LEASE

#### 38. Grant of Prospecting Licence-cum-Mining lease or Mining Lease for exploitation of minor minerals—

(1) (a) \* The grant of Prospecting Licence-cum-Mining Lease for exploitation of minor minerals shall be made through the competitive bidding and the guidelines shall be issued by the State Government in Commerce and Industries Department for conducting competitive bidding through a notification:

(b) The grant of Mining Lease for exploitation of minor minerals shall be made through the competitive bidding and the guidelines shall be issued by the State Government in Commerce and Industries Department for conducting competitive bidding through a notification.

Provided that the exploitation of granite shall be conducted in the manner prescribed in the Granite Conservation and Development Rules, 1999, with the exceptions made in these rules.

(2) For the determination of floor price of the mineral block, a committee constituted by Commerce and Industries Department for this purpose by issuing notification in this regard.

(3) The State Government in the Commerce and Industries Department, shall, by notification published in the *Official Gazette*, specify terms and conditions and manner of allocation of the block containing minor minerals through competitive bidding.

(4) The private company and individual shall be required to submit their offer in two parts viz., (i) Technical Bid and (ii) Financial Bid.

(5) Selection of successful bidder shall be made by a committee constituted by the Commerce and Industries Department in this regard.

#### 39. Grant of mining lease for exploitation of minor minerals to Government Companies or Corporations :

(1) The State Government may—

- (a) identify area containing a minor mineral for allocation to Govt. Companies or corporation;
- (b) invite application from Government Companies or corporations engaged in mining of minerals for participation in the process of competitive bidding in allocation of area containing any minerals;
- (c) notify a floor price for each identified area containing the mineral

(2) The Government Companies or Corporations shall be required to submit their offer in two parts viz., (i) Technical bid and (ii) Financial Bid.

(3) The successful bidder shall be allocated the area containing the mineral.

(4) The State Government shall by notification published in the *Official Gazette*, specify the any other terms and conditions and the manner of allocation of the block containing the specified minerals through competitive bidding.

#### 40. Grant of mining lease for exploitation of riverbed occurrences—

(1) The grant of mining lease for exploitation of riverbed occurrences shall be made through the competitive bidding upon having wide circulation and the guidelines shall be issued by the Irrigation and Waterways Department for conducting competitive bidding through a notification. Such guidelines shall, inter alia, prescribe the methodology for determination of floor price and the procedure of allocation of the block containing riverbed occurrences.

(2) The areas identified for exploitation of riverbed occurrences shall be widely notified by publication in the newspapers and also by publication in notices displayed at the prominent offices of the state or districts and website of the State Government.

(3) For the determination of the floor price of the mineral block, a committee shall be constituted by the Commerce & Industries Department by issuing notification in this regard.

(4) The State Government in the Irrigation and Waterways Department, shall, by notification published in the *Official Gazette* specify any other terms and conditions and the manner of allocation of the block containing *morrum*, brickearth and ordinary clay through competitive bidding.

(5) The private company and individual shall be required to submit their offer in two parts viz., (i) Technical Bid and (ii) Financial Bid.

(6) Selection of successful bidder shall be made by a committee to be constituted by the Irrigation and Waterways Department in this regard.

**41. Grant of Mining Lease for exploitation of *morrum*, brick earth and ordinary clay—**

(1) The grant of mining lease for exploitation of *morrum*, brickearth and ordinary clay shall be made through the competitive bidding by the District Magistrate and the guidelines shall be issued by the Commerce and Industries Department for conducting competitive bidding through a notification.

(2) The areas identified for exploitation of *morrum*, brickearth and ordinary clay shall be widely notified by publication in the newspapers and also by publication in notices displayed at the prominent offices of the State or Districts and website of the State Government.

(3) For the determination of the floor price of the mineral block, a committee shall be constituted by the Commerce & Industries Department by issuing notification in this regard.

(4) The State Government in the Commerce and Industries Department, shall, by notification published in the *Official Gazette* specify any other terms and conditions and the manner of allocation of the block containing *morrum*, brickearth and ordinary clay through competitive bidding.

(5) The private company and individual shall be required to submit their offer in two parts viz., (i) Technical Bid and (ii) Financial Bid.

(6) Selection of successful bidder shall be made by a committee to be constituted by the District Magistrate in this regard.

**CHAPTER-IX**

**PROCEDURE FOR GRANT OF SHORT TERM MINING LICENCE**

**42. Grant of Short Term Mining Licence (STML) of riverbed occurrences—**

(1) The Executive Engineer or Revenue Officer or any authorised officer in case of riverbed occurrences, may grant short term mining licence as per guidelines to be issued by the Irrigation and Waterways Department from time to time to extract or remove from any specified land within the limits of his jurisdiction on pre-payment royalty at the rate as specified from time to time under exceptional circumstances arising due to (a) judicial intervention, (b) non availability of continuous stretch of the minimum area specified in these rules due to hydro-geological condition of the rivers, (c) unsuitability of any stretch for sustaining the period specified in these rules owing to possible change of river flow pattern and (d) any other reason stated in writing .

(2) Short term mining licence may also be granted to the successful bidder selected for the purpose of long term mining lease through competitive bidding, in the intervening period between issue of letter of intent for such long term lease to that bidder and execution of the formal lease deed after observing necessary formalities. Necessary modification of the mining plan to be submitted by the bidder may be made accordingly, taking into consideration the quantum likely to be extracted during short term licence period.

**43. Application for Short Term Mining Licence (STML) of riverbed occurrences—**

(1) An application for Short Term Mining Licence shall be submitted to the Executive Engineer or Revenue Officer or any authorised officer in Form F, accompanied by a challan showing the deposit of non-refundable application fees of Rs. 3000/- (rupees three thousand) in the manner mentioned in the form.

(2) An application for Short Term Mining Licence shall not be granted unless the mining dues of the applicant, if any, are cleared beforehand.

(3) In case of raiyati land, the applicant shall have to produce a letter-of-consent from the owner of the said land stating that he has no objection to the use of the said land by the holder of the Short Term Mining Licence.

**44. Grant of Short Term Mining Licence (STML) for minerals other than riverbed occurrences—**

(1) The District Authority or any authorised officer in case of minerals other than riverbed occurrences may grant Short Term Mining Licence as per guidelines to be issued by the Commerce and Industries Department from time to time to extract or remove from any specified land within the limits of his jurisdiction on pre-payment royalty at the rate specified from time to time under exceptional circumstances arising due to (a) judicial intervention and (b) for any reason to be stated in writing.

(2) Short term mining licence may also be granted to the successful bidder selected for the purpose of long term mining lease through competitive bidding, in the intervening period between issue of letter of intent for such long term lease to that bidder and execution of the formal lease deed after observing necessary formalities. Necessary modification of the mining plan to be submitted by the bidder may be made accordingly, taking into consideration the quantum likely to be extracted during short term licence period.

**45. Application for Short Term Mining Licence (STML) for minerals other than riverbed occurrences—**

(1) An application for Short Term Mining Licence shall be submitted to the District Authority or any authorised officer in Form..... accompanied by a challan showing the deposit of non-refundable application fees of Rs. 5000/- (rupees five thousand) in the manner mentioned in the form.

(2) An application for short term mining licence shall not be granted unless the mining dues of the applicant, if any, are cleared beforehand.

(3) In case of raiyati land, the applicant shall have to produce a letter-of-consent (LOC) from the owner of the said land stating that he has no objection (NOC) to the use of the said land by the holder of the Short Term Mining Licence.

**46. Condition of Short Term Mining Licence (STML)—**

(1) Every Short Term Mining Licence in case of riverbed occurrences granted under rule 43, shall be subject to the conditions as specified by the Irrigation and Waterways Department.

(2) Every Short Term Mining Licence in case minerals other than riverbed minerals granted under rule 45, shall be subject to the conditions as specified by the Commerce and Industries Department.

**47. Area and Period of Short Term Mining Lease (STML):—** A Short Term Mining Licence may be granted for a specified area not above three hectare and for a period not exceeding 90 days in Form "...." and the Short Term Mining Licence may not be renewed.

**48. Chapter III and V not to apply to STML—**The provisions of Chapter III and V shall not apply to STML given under this chapter.

**CHAPTER-X  
PENALTY**

**49. Penalty.—**

(1) Any person extracting any minor mineral without a proper lease or licence granted under these rules, or storing or transporting such minor minerals extracted in unauthorised manner shall be punishable with imprisonment for a term which may extend to two years or with fine which may extend to one lakh rupees or both.

(2) When any person trespasses into any land in contravention of the provisions of these rules, such trespasser may be served with an order of eviction by the State Government or any other authority authorised in this behalf by the State Government and the State Government or such authorised authority may, if necessary, obtain the help of the police to evict the trespasser from the said land.

(3) Whenever any person removed without any lawful authority, any mineral from any land, and for that purpose, brings on the land, any tool, equipment, vehicle or any other thing, such mineral, tool, equipment, vehicle or other thing shall be liable to be seized by an officer or authority especially empowered in this behalf.

(4) Any mineral, tool, equipment, vehicle or any other thing seized under sub-rule (3), shall be, liable to be confiscated by an order of the Court competent to take cognizance of the offence and shall be disposed of in accordance with the directions of such Court.

(5) Whenever any person removes, without any lawful authority, any mineral from any land, the State Government or the authority authorised in this behalf by the State Government may recover from such person the mineral so removed or where such minerals has already been disposed of, the price thereof, and may also recover from such person the rent, royalty or tax, as the case may be, for such period during which the land was occupied by such person without any lawful authority.

(6) If a person grants, transfer or obtains a mining lease or any right, title or interest therein in contravention of any of the provisions of these rules, he shall be punishable with imprisonment which may extend to one year or with fine which may extend to Rs. 20000/- (rupees twenty thousand) or both.

(7) In case of any breach of sub-rule (1) of rule 42, the lessee shall be liable to pay a penalty of Rs. 20000/- (rupees twenty thousand) only to the State Government in addition to the accrued mining dues.

Notwithstanding anything contained in the Code of Criminal Procedure, 1973, an offence under sub-section (1) shall be cognizable.

## CHAPTER-XI

### APPEAL AND REVIEW

#### 50. Appeal.—

(1) (a) Any person aggrieved by an order made by the District Authority or any officer duly authorised by the District Authority in exercise of the powers conferred upon him by these rules, may, within thirty days from the date of communication of the order to him, prefer an appeal against the order.

(b) The memorandum of appeal shall be made to the concerned Divisional Commissioner, if the order appealed against has been passed by the District Authority.

(c) Each memorandum of appeal shall be accompanied by a treasury Challan showing the deposit of a fee of Rs. 1000/- (rupees one thousand) only in the Government Treasury or sub-Treasury of the District concerned or in any branch of the State Bank of India doing treasury business or in the Reserve Bank of India at the credit of the State Government under the specified head.

(d) An appeal may be entertained even after the period specified in sub-rule (1)(a), if the applicant satisfies the appellate authority that he had sufficient reasons, for not preferring the appeal within the prescribed period.

(e) The order passed on an appeal shall be final and there shall be no second appeal.

(2) (a) Any person aggrieved by an order made by the Executive Engineer or Revenue Officer or any authorised officer in exercise of the powers conferred upon him by these rules, may, within thirty days from the date of communication of the order to him, prefer an appeal against the order.

(b) The memorandum of appeal shall be made to the designated Superintending Engineer of the State Government in Irrigation and Waterways Department, against the order passed by the Executive Engineer or the Revenue Officer or any authorised officer in this regard.

(c) Each memorandum of appeal shall be accompanied by a treasury challan showing the deposit of a fee of Rs. 1000/- (rupees one thousand) only in the Government Treasury or sub-Treasury of the District concerned or in any branch of the State Bank of India doing treasury business or in the Reserve Bank of India at the credit of the State Government under the specified head.

(d) An appeal may be entertained even after the period specified in sub-rule (2)(a), if the applicant satisfies the appellate authority that he had sufficient reasons for not preferring the appeal within the prescribed period.

(e) The order passed on an appeal shall be final and there shall be no second appeal.

**C**

(3) (a) Any person aggrieved by an order made by any officer in the rank of the Joint Secretary or below of the Commerce and Industries Department in respect of exploitation of minor minerals apart from river bed occurrences, *morrum*, brickearth and ordinary clay, may, within thirty days from the date of communication of the order to him, prefer an appeal against the order.

(b) The memorandum of appeal shall be made to the Secretary in the Commerce and Industries Department against the order passed by the officer in the rank of the Joint Secretary or below.

(c) Each memorandum of appeal shall be accompanied by a treasury Challan showing the deposit of a fee of Rs. 1000/- (rupees one thousand) only in the Government Treasury or sub-Treasury of the District concerned or in any branch of the State Bank of India doing treasury business or in the Reserve Bank of India at the credit of the State Government under the specified head.

(d) An appeal may be entertained even after the period specified in sub-rule(3) (a), if the applicant satisfies the appellate authority that he had sufficient reasons for not preferring the appeal within the prescribed period.

(e) The order passed on an appeal shall be final and there shall be no second appeal.

**51. Review.**—The State Government may, on an application from an aggrieved party, within thirty days from the date of communication of the order, or on its own motion, within six months from the date of passing of an order, review the order on the ground of the discovery of a new fact not known to it when the order was passed or on any other ground considered necessary for mineral development.

**CHAPTER-XII  
MISCELLANEOUS**

**52. District Mineral Foundation (DMF)**

1. In any district affected by mining related operation the State Government in Commerce & Industries Department may by Notification establish a Trust as a non-profit body to be called District Mineral Foundation.

2. The manner in which DMF shall work for the interest and the benefit of the persons and the areas affected by the mining related operations, a composition and function of DMF is to be notified by the State Government in Commerce & Industries Department.

3. An amount of payment to be made to DMF by the holder of the mining lease or a PL-cum-ML in addition to royalty, not exceeding one-third of such royalty as may be prescribed by the State Government in Commerce & Industries Department.

**53. Register of Mining lease**—(1) A register of mining lease in respect of minor minerals shall be maintained specifying as far as may be the following:

- (i) serial number;
- (ii) name of the applicant;
- (iii) residence of the applicant;
- (iv) date of application;
- (v) situation and boundaries of the land;
- (vi) district;
- (vii) revenue thana;
- (viii) village mouza;
- (ix) J.L. No.;
- (x) plot numbers;
- (xi) name of mouza;
- (xii) estimated total area;
- (xiii) name of the mineral or minerals for which the lease has been granted;
- (xiv) date of the grant of lease;
- (xv) period from which granted, renewed or extended;
- (xvi) application fee paid;
- (xvii) amount of security deposit paid;

- (xviii) financial assurance paid;
- (xix) the royalty or dead rent payable;
- (xx) other rents payable;
- (xxi) particular of disposal or refund of security deposits;
- (xxii) date of assignment, relinquishment or cancellation;
- (xxiii) date of expiry, relinquishment or cancellation;
- (xxiv) in case of expiry, relinquishment or cancellation, whether all dues have been paid;
- (xxv) the date from which the area is available for fresh grant.

#### 54. Power to rectify apparent mistakes—

(1) Nothing in these rules shall be deemed to limit or otherwise affect the inherent power of the State Government to rectify any clerical, arithmetical, accidental and similar other types of errors in any order passed by it or to direct the rectification of any such error in any instrument to which the State Government is a party:

Provided that no such order which affects the lessee or the applicant for lease shall be passed without giving such lessee or applicant, as the case may be, an opportunity of being heard.

- (2) When an order has been passed under sub-rule (1) for rectification of an instrument, the lessee shall execute the deed of rectification within six months from the date of communication of the order to him.
- (3) If no deed of rectification is executed by the lessee within the time limit mentioned in sub-rule (2), the State Government shall have the liberty to determine the lease after giving the lessee a three months notice.

#### 55. Change in partnership firm—

(1) A partnership firm, a private company as defined in the Companies Act, 2013 (18 of 2013), or an association or body of individuals, whether incorporated or not, shall intimate to the State Government or to an officer appointed for the said purpose by the State Government of any change that may take place in the individuals constituting such partnership firm, company, association or body.

(2) In case of any contravention of the provisions contained in sub-rule (1), a part or whole of the security deposit in connection with any lease or leases held by the said firm, company, association or body, as the case may be, may be forfeited by the State Government or by such officer appointed in this behalf by the State Government.

#### 56. Extraction of ordinary clay from own land—

(1) No lease will be required to be taken by a person, who extracts ordinary clay from his own land, either for use in any cottage industry owned by him, like pottery, clay modelling or for a any other industry specified in the notification issued by the State Government or for his personal use:

Provided that such extraction shall be subject to the following conditions as the State Government may impose from time to time:—

- (a) the mineral so extracted shall not be disposed of by sale or otherwise without the prior permission, in writing, of the District Magistrate or the District Land and Land Reforms Officer of the district, or the Sub-divisional Officer or the Sub-divisional Land and Land Reforms Officer of the sub-division and except on payment of fees at the rate of Rs. 50/- (rupees fifty) only per cubic meter or at such reduced rate, as may be fixed by the officer concerned;
- (b) the mineral so extracted shall not be converted into bricks or tiles except where such bricks and tiles are required for his own use;
- (c) no extraction shall be done at or from any place within 50 meters from any railway line, except with the previous written permission of the railway administration concerned or within 50 metres from any public road, canal, bridge culvert or other public works or buildings or inhabited site.

**57. Rules 11-19 not to apply for the first two years (stage one) of PL-cum-ML-** The provisions of Rules 11-19 shall not apply to the stage one of PL-cum-ML.

**58. Removal of Doubt**—The matters not covered under these rules, shall be guided by the Central Act or the regulations and rules made thereunder and amended from time to time for the purpose of development and regulation of mines and minerals.

**59. Power to remove difficulty**—If any difficulty arises in giving effect to the provisions of the MMDR Act, 1957 (as amended) and rules made thereunder, the State Government may pass such order not inconsistent with the provisions of such Act and rules made thereunder for removing such difficulty.

**60. Repeal**— (1) The West Bengal Minor Mineral Rules, 2002, is hereby repealed.

(2) Notwithstanding such repeal, anything done, any action taken, any application made or any prosecution started under the said rules, shall be deemed to have been validly done or taken, made or started as the case may be, under the corresponding provisions of these rules.



**FORM – A**

[See rule 20 of the West Bengal Minor Minerals Concession Rules, 2015]

**FORM OF APPLICATION FOR MINING LEASE FOR MINOR MINERALS THROUGH BIDDING**

(To be submitted in triplicate)

Dated.....

Day of ....., 20

To  
The Secretary to the Government of West Bengal /  
The District Magistrate of the concerned district /  
Executive Engineer / Revenue Officer of I&W Deptt.

Ref. : Notification/Advertisement No. .... Dated.....

Through State Govt./District Land &amp; Land Reforms Officer/Executive Engineer, I&amp;W Deptt.

[Received on.....(date) at.....(time)

Initial.....]

Sir,

I/We have to apply for the grant of a Mining Lessee under Rule 30/31/32/33 of the West Bengal minor Minerals Concession Rules, 2014.

A sum of Rs.1000/- being the fee in respect of this application payable under rule 30/31/32/33 of the said rules has been deposited.....(name of the branch of the State Bank of India doing the Treasury Business) and the relevant challan is attached herewith.

The required particulars are given below :-

1. Name of individual(s), Firm or Company.
2. Nationality of Individual(s), place of registration or incorporation of firm or company.
3. Profession of Individual(s) or nature of business of firm or company and place of business.
4. Address of the Individual(s), Firm or Company.
5. Whether the application is for a fresh concession.
6. Mineral or Minerals which the applicant intends to mine.
7. Period for which the Mining Lease is required.
8. Details of area in respect of which lease is required :-
  - i. District
  - ii. Revenue/Thana
  - iii. Mouza/Village
  - iv. J.L. No.
  - v. Plot No.
  - vi. Total Area
9. Particulars of Map or Plan on 16" = 1 mine scale, covering area mentioned at Sl. No. attached.
10. Brief description of the area.
11. Area and minerals within the jurisdiction of the State Govt. for which the application any person joint in interest with him-
 

	(a) Already holds a lease(s)	Mineral :	Area :
		Mouza :	District :

(b) has already application for, but not been granted a lease :

(c) or, has applied simultaneously :

12. Nature of joint interest, if any under (11) above :
13. Approximate quantity of minerals(s), expected to be raised annually;
14. Means, by which the mineral is to be raised i.e., by hand labour or mechanical or electrical power and the degree or mechanisation, if any, contemplated:
15. The amount of money proposed to be invested:
16. Past experience of the applicant in the profession of mining.
17. Manner in which the mineral raised is to be utilised, expected consumers and place of consumption of the mineral.
18. Particulars of leases already held by the applicant:
  - (a) Name of lessee
  - (b) Granting Order No. & Date
  - (c) Date of execution of Lead Deed
  - (d) Area Granted
  - (e) Plot Nos.
  - (f) Name of mouza :.....P.S.....Dist.....
19. Clearance certificate of mining dues in Form-B/An affidavit in Form-C.
20. Manner and details of payment of the application fees prescribed in these rule.  
(Note: The fee to be paid to the credit of the State Government under the Head of Account-0853-Non Ferrous-Mining & Metallurgical Industries-00-102-Mineral Concession fees, Rents & Royalties-001-16)/or an appropriate Head of A/C.
21. Number and date of Income Tax Clearance Certificate from the Income Tax Officer (copy attached).
22. Number and date of Mining dues Clearance Certificate (original attached).
23. Number and date of the VAT Clearance Certificate (original attached).
24. Amount of Bid.

I/We hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, including accurate plan and security deposit, etc. as required by you before the grant of the lease.

Place:

Yours faithfully,

Date:

Signature of Applicant

**FORM-B**

(See rule 22 of the West Bengal Minor Minerals Concession Rules, 2015)

**CLEARANCE CERTIFICATE OF MINING DUES**

Ref. No.

Dated :

1. Name and address of the applicant :
2. The details of the mineral rights held by the applicant, directly or indirectly, in the State of West Bengal.

Location of the leasehold Mouza, P.S., district, area	Nature of mining rights and the applicant's interest therein	Name of minerals
1	2	3

3. The district(s) in which the applicant is assessed for Mining dues/or payments are made:
4. The following particulars are to be furnished concerning the royalty and other payments for the proceeding five years :

Years	Leasehold	Production	Royalty due	Royalty paid	Balance	Remarks
1	2	3	4	5	6	7
20,,						
20,,						
20,,						
20,,						
20,,						
Total:						

Note –

- (1) Separate statements for different leaseholds should be attached.
  - (2) Royalty in columns 4 and 5 should include dead rent, royalty and other payments, but not surface rent and Water rent.
  - (3) If any royalty remains unpaid, the reasons should be explained in an attached statement.
  5. Whether any attachment or certificate proceedings is pending in respect of area(s) :
- I declare that the above information is correct and complete to the best of my information and belief.

Signature of the applicant :

Address:

Dated:

The particulars set out above are verified and found correct. It is certified that the above mentioned applicant has paid the amounts noted in item 4 above and that there are no outstanding dues from him.

This Certificate is valid for one year from the date of issue.

Date:

Signature of  
District Land & Land Reforms Officer/  
Executive Engineer of I & W Deptt.

**FORM – C**

[See rule 20 of The West Bengal Minor Minerals Concession Rules, 2015]

**MODEL FORM OF AFFIDAVIT**

IN THE COURT OF THE .....

I, Shri/Sm..... S/o. D/o. W/o.....aged about.....by occupation.....residing at.....do hereby solemnly affirms and declare as follows :

\*1) That I intend to start a mining business in.....(mineral) in the District of ..... P.S.....

(i) This is the first time I am applying for any mining lease

(ii) In the past/simultaneously I applied/am applying separately for mining lease for.....(name of minerals) and the particulars of my previous application(s) for mining lease are details below:

Name of mouza applied for mining lease	Date of submission of application	Whether grant order passed or Lease deed executed/or involved or involved in Court Case
a)		
b)		
c)		

\*2) That (i) I never held any mining lease for any mineral in any place in the State of west Bengal or in any State of india.

(ii) I hold/held.....(number) mining lease(s) for.....(name of mineral) and the details of all the mining leases held by me are given below:

Name of Minerals	Lease hold particulars	Date of execution of lease	Date of expiry of lease

\*3) That since I do not hold any mining lease for any mineral elsewhere in West Bengal or in India I am not liable to pay any mining dues in the shape of royalty.

(a) I obtained a certificate for mining dues from the respective District Land & Land Reforms Officer.

(b) I applied for issuance of Royalty Clearance Certificate in respect of all my aforesaid lease holds but the same could not be obtained till date. Particulars of payment of royalty in respect of all my lease holds are detailed below:

Details of mining lease	Period of assessment	Amount of royalty paid

That the particulars furnished and the statement made above are all true to the best of my knowledge and belief. In case of any mining dues are detected in future I shall be liable to pay the same to the Government I swear and sign this affidavit on this day.....

(Signature of the Declarant)

Identified by me and signed in my presence.

Advocate

**FORM-D**

[See rule 30,31 &amp;32 of the West Bengal Minor Minerals Concession Rules, 2015]

**LAND AVAILABILITY REPORT**

Ref. No.

Dated :

Sub: Availability report on mining lease application of.....(Name of applicant)

Applied area - Name of District -

Name of P.S. -

Name of Mouza -

Plot Nos. -

**PART-I**

1. If the mineral rights (sub-soil rights) of the area have vested in the Govt. -
2. (a) If any mining lease or P/L or quarry permit in respect of the area was granted by ex-intermediary prior to vesting -  
(b) If so, whether the P/L or mining lease is subsisting -  
(c) Details of the mining lease or P/L -
3. (a) If any part of the area is included in forest -  
(b) If so, the details of the plots recorded as forest -
4. Whether the Govt. is free to grant mining lease-(considering the replies to item no 1 to 3 above and in Nos. 3, 4 of Part-III of the format).
5. Recommendation on the question of granting mining lease.

Signature of District Land &amp; Land Reforms Officer

**PART-II**

Name of	Plot No.	Total area of the plot	Area of the plot applied for	Classification of the plot in revenue records	Whether non-agricultural, or agricultural, forest or orchard.	Whether vested to the State	If tenanted name of the	Whether consent from recorded tenant/ present owner	a)Whether the plot is located in the bed or foreshore of a river b)name of the river (in case of application for mining lease for sand only)	Whether plot or any portion thereof is available for mining	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

**\*\*N.B. FOR ALL DISTRICTS**

(a) Proforma is to be filed in separately for each plot.

(b) Actual distance of the recommended plots from barrage axis/dam/axis, river bridge, embankment and structural works. Hydraulic strictire, reservoir, canals, roads, public works or buildings of I &amp; W Deptt./P. W. Deptt./P.W.(Roads) Deptt., as the case may be, should be indicated in the remark

FOR NORTH BENGAL DISTRICTS ONLY.

- (a) Present width of the river should be mentioned in the remarks column.
- (b) Whether the recommended area falls in central one-third of the river should be specifically mentioned in the remarks column.

Signature of District Land & Land Reforms Officer

**PART-III**

1. Whether the applied/recommended area conforms to the provision of rules of the West Bengal Minor Mineral Concession Rules, 2014.
2. Whether vetted map, in duplicate, of the area available and so recommended by D.L. & L.R.O. has been enclosed –
3. (a) Whether any court case involving the area applied for or reported to be available is pending–  
(b) If so, details of court case –
4. (a) Whether the available area has been recommended in favour of any other applicant –  
(b) If so, the name of such applicant & date of such recommendation with reference No.–
5. (a) Whether there is any mining dues of the applicant in the district –  
(b) If so, details of mining dues –

Signature of District Land & Land Reforms Officer

**FORM –E**

[See rule 28 of the West Bengal Minor Minerals Concessions Rules, 2015]

**MODEL FORM OF MINING LEASE FOR MINOR MINERALS**

THIS INDENTURE made this ..... day of  
 .....TWO THOUSAND..... BETWEEN  
 THE GOVERNOR OF WEST BENGAL (hereinafter referred to as the "Governor") of the One Part

AND

(1).....(Name of person), son  
 of.....of  
 .....(address and occupation) hereinafter referred to as "the  
 Lessee" (which expression shall, where the context so admits, be deemed to include his heirs, executors,  
 administrators, representatives and permitted assigns).

when the  
 lessee is an  
 individual

(2).....(name and occupation) and  
 .....(name of person) of  
 .....(address and occupation) hereinafter referred  
 to as the "Lessees" (which expression shall, where the context so admits, be deemed to include their respective  
 heirs, executors, administrators, representatives and their permitted assigns.)

when the  
 lessees are  
 more than  
 one

(3).....(name of person) of.....  
 .....(address) and.....  
 .....(name of person) of  
 .....(address) all carrying on business in co-partnership at  
 .....(address of the firm or syndicate) under the name and  
 style of.....(name of the firm or syndicate)  
 registered under the Partnership Act hereinafter referred to as the "Lessees" (which expression shall, when  
 the context so admits, be deemed to include all the partners of the said firm, their heirs, executors,  
 administrators, representatives and permitted assigns.)

When the  
 lessee is a  
 registered  
 firm or  
 syndicate.

(4).....  
 ( name of company) company Registered under  
 .....(Act under which incorporated and having its  
 registered office at.....(address)  
 hereinafter referred to as the "lessee" : (which expression shall, where the context so admits, be deemed to  
 include its successors and permitted assigns). of the Other Part Whereas the Lessee / Lessees has / have  
 applied to the Government of West Bengal (hereinafter referred to as the "State Government") for a mining  
 lease for.....(name of mineral in  
 accordance with the West Bengal Minor Minerals Rules, 2014 hereinafter referred to as the "Rules") , in  
 respect of the lands described in Part I of the Schedule, hereunder written (herein after referred to as the  
 "Schedule").

When the  
 lessee is a  
 registered  
 or  
 company.

NOW THIS INDENTURE WITNESSETH that in consideration of the rents and royalties, covenants and  
 agreements by these presents and the said Schedule reserved and contained and on the part of the  
 Lessee/ Lessees to be paid, observed and performed the Governor doth hereby grant and demise unto the  
 Lessee/Lessees all those the mines beds/veins seams of .....(here state the mineral  
 or minerals) (hereinafter and in the said Schedule referred to as the "Mineral") situated lying and being in  
 or under the lands mentioned and described in Part I of the said Schedule, together with the liberties,  
 powers and privileges to be exercised to enjoy in connection therewith, which are mentioned in Part II of  
 the said Schedule, subject to the restrictions and conditions as to the exercise and enjoyment of such  
 liberties, powers and privileges which are mentioned in Part III of the said Schedule, EXCEPT and

reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part IV of the Schedule, TO HOLD, the premises hereby granted and demised unto the Lessee / Lessees from the.....day.....20.....for the term of..... years thence next ensuing YIELDING AND PAYING there for unto the State Government the several rents and royalties mentioned in Part V of the said Schedule, and the Lessee/ Lessees hereby covenants /covenant with the State Government as in Part VII of the said Lessee/ Lessees as in Part VIII of the said Schedule is expressed. And it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed. In Witness Whereof these presents have been executed in manner hereunder appearing the day, month and year first above written.

The Schedule above referred to:

**PART I**  
**The area of this lease**

Location  
and area of  
the lease

All that tract of lands situated at.....(description of area of areas).....in (paragraph).....within Registration district of.....bearing cadastral survey Nos.....containing an area of..... Or thereabouts delineated on the plan hereto annexed and thereon marked with..... Lines/coloured..... and bounded as follows:-

On the North by

On the South by

On the East by

And

On the West by

(hereinafter referred to as “the said land”)

**PART II**

**Liberties, Powers and Privileges to be exercised and enjoyed by the Lessee / Lessees subject to the restrictions and conditions in Part III.**

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

1. Liberty and power at all times during the term 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 mineral.

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

2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive, made, maintain and use in the said lands and pits, shafts, inclines, drifts, levels, waterways, airways and other works (and to use, maintain, deepen or extend any existing works of the like nature in the said lands). (Note: The portion within bracket should be omitted if the minerals have not been worked for by any previous lessee).

To bring and use machinery equipment etc.

3. Liberty and power for or in connection with any of the purpose mentioned in this part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, furnaces, brick-kilns, workships, store house, bungalows, godowns, sheds and other buildings and other works and conveniences of the like nature on or under the said lands.



- |    |  |   |
|----|--|---|
| 4. | Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads and other ways in or over the said lands and to use, maintain and go and repass with or without horses, cattle, wagons, locomotives or other vehicles over the same (or any existing tramways, railways, roads and other ways in or over the said lands) on such conditions as may be agreed to.  | The make roads and ways, etc., and use existing roads and ways. |
| 5. | Liberty and power for or in connection with any of the purposes mentioned in this part, but subject to the rights of any existing or future lessees, and with the written permission of the District Authority of ..... (name of district) (hereinafter referred to as the said District Authority) to appropriate and use water from any streams, water-courses, springs or other sources in or upon the said lands and to divert, step up or dam any such streams or water-course and collect or impound any such water and to make, construct and maintain any water-course, culverts, drains or reservoirs, but not so as to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs; (provided that the lessee/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream, without the previous written permission of the State Government). | To use water from streams, etc.                                 |
| 6. | Liberty and power to enter upon and use a sufficient part of the surface of the said lands for the purpose of stacking, heaping, storing or depositing thereon any produce of the mines or works carried on and any tools, equipment, earth and materials and substances dug or raised under the liberties and powers mentioned in this part.  | To use land for stacking, heaping or depositing purpose.        |
| 7. | Liberty and power for or in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as provided in clause 3 of Part III of this Schedule to clear undergrowth and bushwood and to fell and utilize any trees or timber standing or found on the said lands provided that the State Government may ask the Lessee/Lessees to pay for any tree or timber felled and utilized by him/ them/it at the rates specified by the said District Authority or the State Government.   | To clear brush-wood and to fell and utilize trees, etc.         |

### PART III

#### Restrictions and conditions as to the exercise of the liberties, powers and privileges in Part II

- |    |   |   |
|----|---|---|
| 1. | No building or thing shall be erected, set up or placed and no surface operations shall be carried on in or upon any public pleasure grounds, 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 State Government may determine as public ground, not in such a manner as to injure or prejudicially affect any buildings, works, property or rights of other persons and no land shall be used for surface operations, which already occupied by persons other than the State Government for works or purposes not including this lease. The lessee/lessees shall not also interfere with any right of way, well or tank.   | No building, etc., upon certain places.                         |
| 2. | Before using for surface operations any land, which has not already been used for such operations the lessee/lessees shall give to the said District Authority three calendar months' previous notice in writing specifying the name or other designation of the situation and the extent of the land proposed to be used and the purpose for which the same is required and the said land shall not be used if objection is issued by the said District Authority within three months after the receipt by him of such notice unless the objections so stated shall on reference to the State Government be annually or waived.  | Permission for surface operations in a land not already in use. |
| 3. | The lessee/lessees shall not without the express sanction of the District Authority cut down or injure or allow any person to cut down or injure any timber or trees on the said lands, but may without such sanction clear away any bushwood or undergrowth, which interferes with any operation authorized by these presents. The said District Authority of the State Government may require the lessee/lessees to pay for any tree or timber felled and utilized by him/them/it with the sanction of the said District Authority at the rates prescribed by District Authority or the State Government. In case the lessee/lessees cuts/cut down or injure or allow any person to cut down and injure any timber or tree without the sanction of the said District Authority in writing, the lessee/lessees shall be bound to pay on demand made by the said District | Not to cut trees in reserved lands without sanction.            |

Authority compensation at a rate not exceeding rupees fifteen hundred (Rs.1500) per tree or timber, as specified by the said District Authority or the State Government over and above the market price of the said damaged tree/timber.

Not to work in reserved forest except on condition.

4. Notwithstanding anything contained in this Schedule the Lessee/Lesseees shall not work in any reserved forest included in the said lands otherwise than in accordance with the conditions mentioned herein. In this respect the lessee/lesseees/the employees of the lessee/lesseees shall be subject to the directions of the Divisional Forest Officer concerned. In case of any dispute the matter shall be referred to the Commerce & Industries Deptt., State Government, which decision in the matter shall be final.  
Note : Mention the conditions imposed by the Divisional Forest Officer drawn up in consultation with the State Government or lease granting authority.

No mining operations within 50 metres of public works, etc.

5. The lessee/lesseees shall not work or carry on or allow to be worked or carried on any railway line, except with the previous written permission of the Railway Administration concerned or from any reservoir, public roads, canal or other public works or buildings or inhabited site or within 9.14 meter (10 yards) any village roads, except with the previous permission of the District Authority or any other officer authorized by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 metres shall be measured in the case of railway, reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting, as the case may be, and in case of a building horizontally from the plinth thereof and the said distance of 9.14 metres (10 yards) shall be measured in the case of village roads from the edges of the roads.

*Explanation :* For the purposed of this clause, the expression "Railway Administration" shall have the same meaning, as it is defined to have in the Indian Railways Act, 1890, by sanction 3, sub-section (6) of that Act, "Public Road" shall mean a road which has been constructed by artificially surfaced as distinct from a tract resulting from repeated use. The village road shall mean a road other than "Public Road" and which has been shown as road in Revenue Settlement maps.

Facilities to adjoining Government lesseees or quarry permit holders.

6. The lessee/lesseees shall allow existing and future holders of Government quarry permits or lesseees over any land, which is comprised in or adjoins or in reached by the land held by the lessee/lesseees reasonable facilities of access thereto:  
Provided that no substantial hindrance or interference shall be caused by such holders of quarry permits or lesseees to the operations of the lessee/lesseees under these presents and fair compensation shall be made by such holders of quarry permits or lesseees to the lessee / lesseees for all loss or damage sustained by the lessee / lesseees by reasons of the exercise of this liberty.

Forest fire.

7. Nothing shall be done by the lessee / lesseees or his/their/its employees, which may cause a forest fire. Proper precautions shall be taken at all times to prevent such fires.

#### PARTIV

#### Liberties, powers and privileges reserved to the State Government

To work other minerals

1. Liberty and power for the State Government/District Authority or any lessee or person, authorized by it in that behalf to enter into and upon the said lands and to search for win, work, dig, raise, dress, process, convert and carry away minerals, other than the said mineral any other substances and for those purposed to sink, drive, make erect, construct, maintain and use such pits, shafts inclines, drifts, levels and other lines, waterways, water courses, drains, reservoirs, engines, machinery, plant, buildings, canals, tramways, railways, roadways and other works and conveniences, as may be necessary or convenient:  
Provided that in the exercise of such liberty and power no substantial hindrance or interference shall be caused to with the liberties, powers and privileges of the lessee/lesseees for all loss or damage sustained by the lessee/lesseees by reason or in consequence of the exercise of such liberty and power.

To make railways and roads.

2. Liberty and power for the State Government/District Authority or any lessee or person authorized by it in that behalf to enter into and upon the said lands and to make upon, over or through the same any railways, tramways, roadways or pipelines for any purpose, other than those mentioned in Part II of the presents,

and to get from the said lands, stones, gravel, earth and other and other materials for making, maintaining and repairing such railways, tramways, and roads or any existing railways, tramways and roads and to go and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, trucks, cards, locomotives or other vehicles over or along any such railways, tramways, roads, lines and other vehicles over or along any such railways, tramways, roads, lines and other ways for all purposes and as occasions may require, provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee/lessees under those presents and that fair compensation shall be made to the lessee/lessees under those presents and that fair compensation shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reasons or in consequence of the exercise by such lessee no person of such liberty and power.

3. The Lessee/Lessees shall have no claim against the State Government / District Authority for compensation or damage in respect of land having been included in this lease, which has already been included in some previous lease, but that the lessee/lessees shall be entitled to proportionate reduction of the assessment in respect of any land covered by the lease, which may subsequently be discovered not have been available for lease. Lease by mistake
  
4. In case there are reasons to believe at any time that valuable mineral or minerals exist along with the mineral, for which this lease is being granted, the State Government / District Authority may issue such order for the compliance of the lessee/lessees as the State Government/District Authority may think proper for proper dumping of the tailings or screened rejects of the mineral treated or treatment of the mineral for which this lease is being granted. The grant of this lease to the lessee/lessees will always be without prejudice to the right of the State Government/District Authority to terminate the lease if the mineral leased is found any time to contain any valuable mineral, separation of which is not in opinion of the State Government / District Authority, easily possible or within the means of the lessee/lessees. Action in case of occurrence of valuable minerals.
  
5. Notwithstanding anything contained in the lease, the State Government/District Authority may permit any person in writing to collect the said minerals from the demised land for his private use only and the lessee/lessees or his/their/its employees shall not in any way interfere with the work of the person and the removal of the minerals: Extraction of said minerals for private use.  
 Provided that the person who obtains such permission shall not interfere with the workings of the lessee/lessees under these presents:  
 Provided further that in case of a dispute between the lessee/lessees and the person obtaining the permission, the dispute shall be referred by the lessee/lessees to the District Authority, whose decision thereon shall be final and binding on both the parties.

#### PART V

##### Rents and Royalties reserved by this lease

1. The lessee/lessees shall pay in respect of any half-yearly period either the dead rent reserved by clause 2 of this Part or the sum of the royalties reserved by clause 3 of this part whichever is greater. To pay dead rent or royalty whichever is greater.
  
2. Subject to the provision of clause 1 of this Part, as from the day of .....20....., during the subsistence of the lease the Lessee/Lessees shall pay to the State Government (in four equal quarterly installments on the ..... Day of each of the months of ..... each year) certain annual dead rent at the rates prescribed in Schedule II to the rule for the lands, described in Part I of the Schedule (here insert the amount payable), subject to revision by the State Government at any time by notification of any modification of Schedule II of the rules. Rate and mode of payment of dead rent.
  
3. Subject to the provision of clause I of this Part, the lessee/lessees shall during the subsistence of this lease pay to the State Government/District Authority (in four equal quarterly installments on the ..... day of each of the months of ..... each year) Rate and mode of payment of royalty.

royalty, in respect of any mineral/minerals removed by him/them at the rate for the time being specified in the Schedule I of the rule.

- |                              |  |
|------------------------------|--|
| Payment of surface rent.     | 4. The lessee/lessees shall pay to the State Government/District Authority rent in respect of all parts of the surface of the said lands, which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents, at the rate of Rs..... Per annum per hectare of the area so occupied or used and so in proportion for any area less than an acre during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall so far as possible be restored to its original condition (which rent shall be paid upon each of the quarterly dated hereinbefore appointed for the of the installments of the certain annual dead rent), provided that no such rent shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the full right to access. |
| Payment of cesses and taxes. | 5. The lessee/lessees shall duly and regularly pay to the appropriate authority all cesses, taxes and local dues in respect of the leased area, the said mineral or the working of the mines in addition to the rent and royalty so payable as aforesaid.  |

#### PART VI

##### Provisions relating to the rents and royalties

- |   |   |
|---|---|
| Rent and royalty to be free from deductions, etc.             | 1. The rent and royalty mentioned in Part V of this form shall be paid free from any deductions to the State Government at..... and in such manner as the State Government/District Authority may direct.   |
| Mode of computation of royalty.                               | 2. For the purpose of computing the said royalties the lessee/lessees shall keep a correct account of the mineral/minerals produced and dispatched. The accounts as well as the quality of the mineral/minerals in stock or in the process of export may be checked by any officer authorized by the State Government.  |
| Monthly account to be sent to State Government.               | 3. The accounts for each month in respect of raising, stock, sale, dispatch, local consumption, royalty and rent due and paid shall be completed within fifteen days of the month following and true copy of each duly signed by the Lessee/Lessees or his/their/its authorized agent shall be sent to (1) the Chief Mining Officer, Court Road, P.O. Asansol, (2) the Mining Officer concerned, (3) Commerce and Industries Department, State Government and (4) District Authority within seven days' thereafter, (5) Executive Engineer of I&W Deptt., (6) Revenue Officer of I&W Deptt.   |
| Interest on arrear payments.                                  | 4. The lessee/lessees shall be liable to pay interest at the rate prescribed by the Government on any amount remaining payable to the State Government / District Authority.  |
| Course of action if rents and royalties are not paid in time. | 5. Should the royalty and/or rent reserved and made payable by the lessee be not paid within one month next after the date fixed in the lease for the payment of the same, the State Government/District Authority may enter upon the premises and distrain all or any of the mineral or beneficiated products thereof or moveable property therein or of so much of them as will suffice for the satisfaction of the rent and/or royalties due, and all cost and expenses occasioned by the non-payment thereof. If any royalty or rent remains at any time unpaid for three calendar months after the date on which it is due the Government may determine the lease and take possession of the premises comprised thereon. These rights shall be without prejudice to the right of the Government/District Authority to realize the dues under the Bengal Public Demands Recovery Act or any Statutory modification thereof for the time being in force. |

#### PART VII

##### The covenants of the Lessee/Lessees

- |   |  |
|---|--|
| Lessee to pay rents, royalties, taxes, etc. | 1. The lessee/lessees shall pay the rents and royalties reserved by this lease at such times and in the manner provided in Parts V and VI of these presents and shall also pay and discharge all taxes, rates, cesses, assessments and impositions whatsoever being in the nature of public demands, which shall from time to time be charged, assessed or imposed by the authority of the State Government/District Authority, upon |
|---|--|

or in respect of the premises and works of the premises and works of the Lessee/Lessees in common with other premises and works of a like nature, except demands for land revenue.

2. The lessee/lessees shall at his/their/its own expense erect and at all times maintain and in repair boundary marks and pillars according to the demarcation shown in the plan annexed to the lease. Such marks and pillars shall be sufficiently clear of shrubs and other obstructions as to allow easy identification.
3. (a) Unless the State Government/District Authority for good cause permits otherwise the lessee / lessees shall commence operations within three months from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for, win, work and develop the said minerals without voluntary intermission in a skilful and workman-like manner and accordance with any Central or State Act and rules and regulations made thereunder for the purpose and for the time being in force thereunder for the purpose and for the time being force without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops, buildings, structures or other property thereon. For the purposes of this clause operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine. The State Government / District Authority shall be fully competent in whatever manner and in whatever agency it likes to determine, whether the work is carried on properly and skilfully and in accordance with any Central or State Act and rules and regulations made thereunder for the purpose and for the time being in force or whether the work was commenced within three months from the date of registration of the duly executed lease deed.
- (b) The lessee shall extract and despatch minimum.....cum. of..... (name of mineral) from the leasehold area per annum.
- (c) No quarrying / mining operation shall be allowed within 500m upstream and downstream from the centre line of any bridge, regulator or similar hydraulic structures including Mining Barrage constructed across rivers or drainage channels or irrigation canals.
- (d) Minimum distance of quarry / mining area from dam / barrage axis in the upstream and downstream or a river shall be at least 5.0 km, unless otherwise permitted by the concerned Executive Engineer.
- (e) Countryside boundary of quarry / mining area more or less parallel to bankline of the river or drainage channel or irrigation canal shall be at a distance of 200m from the existing bankline or at one third of the distance between bank lines on either side, whichever is less. Provided that such distance, shall not be less than 30m unless permitted by the concerned Executive Engineer.
- (f) Notwithstanding anything stated under sub-rules (1), (2) and (3), the concerned Executive Engineer having territorial jurisdiction, on consideration of hydro-morphological condition of the river or drainage channel or irrigation canal and safety of embankment or bankline, in consultation with his superior officer, if felt necessary by him, may declare any area as 'no quarry or mining zone' and may not allow quarry / mining operation in that area for such time as he deems fit or may cause cessation of quarry / mining operation in that area within a specified period after such declaration.
- (g) Depth of extraction of the riverbed materials shall be specified by the Executive Engineer or any other Engineer officers authorised by him, but it shall be kept restricted to 3.0m from the existing bed level in the quarry / mining area or average ruling water level in the river or drainage channel or irrigation canal, whichever is less.
- (h) In the event, it is subsequently detected that the entire area or a part of the area granted in mining lease falls within 'FOREST' the lessee will forthwith surrender the lease to the Government and he will leave no claims for compensation for such surrender of lease.

To maintain and keep Boundary marks in good order

To commence operations within three months and work in workman-like manner.

- (i) For actual operation of quarrying or digging, 10(ten) yards clear margin should be kept from the outer boundary of the adjacent plot or plots and maintained throughout the operation.
- (j) During the period of lease, the Govt. / Deptt. Shall have the authority to stop mining in case of possible danger due to mining.
- (k) The lessee have to take such precautionary measures as may be necessary or prescribed by the Govt. so as to prevent danger and damage to the lives and properties of private persons and of public as well.
- (l) The State Govt. / District Authority shall have the authority to cancel or revoke or alter at any time, the mining lease on bed or foreshore of any river in the interest of river management and /or protection of environment on the recommendation of the concerned Deptt. Of the Govt. or otherwise.
- (m) No mining operation in case of in situ Hard Rocks and minerals at any point within a distance of 50 mts. From any hydraulic structure, bridge reservoir, canal, road, other public works or buildings shall be allowed except with the previous permission in writing of State Govt. in Irrigation and Waterways Deptt. And / or Public Works (Roads) Deptt.
- (n) No mining shall be allowed within a specified distance of road bridge within which mining/ excavation/quarrying has been banned by the State Govt. by notifications issued from time to time in the interest of safety of the bridge concerned.
- To indemnify State Govt. against all claims. 4. The lessee/lessees shall make and pay such reasonable satisfaction and compensation 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/it in exercise of the powers granted by this lease shall indemnify and keep indemnified fully and completely the State Govt. / District Authority against all claim, which may be made by any person or persons in respect of any damage, injury or disturbance and all costs and expenses in connection therewith.
- To throw refuses in places approved. 5. The lessee/lessees shall during the subsistence of this lease, throw the refuse from the excavations at places approved by the State Government / District Authority or an officer authorised by the State Government / District Authority on this behalf.
- To strengthen and support the mines to necessary extent. 6. The lessee / lessees shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government / District Authority, as the case may be any part of the mine, which in its opinion such strengthening of support, for the safety of any railway reservoir, canal, road and any other public works or structures.
- Note : Modify according to existing circumstances.
- To allow inspection of working. 7. The lessee / lessees shall allow the District Authority or any other officer authorised by the State Govt. in this behalf to enter upon the said premises including any building, excavation or land comprised in the lease for the purpose of inspecting, examining, measuring, survey and making plans thereof, sampling and collecting any data and the lessee / lessees shall with proper person employed by the lessee / lessees and acquainted with the mines and work effectually assist such officers, agents, servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with the working of the mines, which they may reasonably require, and also shall and will conform to and observe all orders and regulations which the State Govt. in this behalf as the result of such inspection or otherwise may from time to time see fit to impose.
- To report accidents. 8. Lessee/lessees shall without delay send to the Collector/Deputy Commissioner a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property, which may occur in the course of operations under this lease.

9. a. Whenever the lessee/lessees shall find in the said lands any mineral other than the said mineral, the lessee/lessees shall immediately report such discovery in writing to the State Government / District Authority with full particulars of the nature and position of each such mine. He/they/it or any of his/their/its employee or employees shall not win and dispose of the newly discovered mineral or minerals without first obtaining a lease in respect of those minerals. To report discovery of other minerals.
- b. If the lessee/lessees intends / intend to work such newly discovered mineral or minerals, he/they/it shall within three months of making such report, as is mentioned in sub-clause (a) of this clause, intimate his/their/its intention to the State Govt. / District Authority and apply for mining lease in respect thereof in accordance with the rules regulating the grant of mining concessions for that mineral. But such mining lease shall not be claimed as a matter of right.
- c. If the lessee/lessees intimate(s) his/their/its intention not to work the newly discovered minerals or fails to intimate intention to work it with or within a period of three months, it shall be open to the State Govt. to grant a lease for the working of the same to any other person.
10. The lessee / lessees intimate(s) shall at all time during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books (bound and pagged) of accounts, which shall contain accurate entries showing from time to time :-
- (1) Quantity and quality of the said mineral realised from the said lands,
  - (2) Quantity of the various qualities of minerals beneficiated or converted (for example, limestone covered into lime),
  - (3) Quantities of the various qualities of the said mineral sold and exported separately.
  - (4) Quantities of the various qualities of the said mineral otherwise disposed of and the manner and purpose of such disposal,
  - (5) The prices and all other particulars of all sales of said mineral,
  - (6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel,
  - (7) The stock of the said mineral undisposed,
  - (8) The records of labour employed, the address of their village of origin, their wages and other emoluments in cash or kind,
  - (9) The full particulars, together with addresses of the party or parties to whom the mineral/minerals has /have been sold, the date of sale, the number of railway wagon together with the station from which despatched and in the case of despatches by trucks, the registered numbers of the trucks and in case of despatches by carts, the names, address of the owner of the carts,
  - (10) Such other facts, particulars and circumstances as the State Government / District Authority may from time to time require and shall also furnish free of charge to such officers and at such times, as the State Government/District Authority may appoint, true and correct abstracts of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officers, as the State Government/District Authority shall in that behalf appoint to enter into and have free access to the said office for the purpose of examining and inspecting the said books of accounts to and to make copies thereof and make extracts therefrom.
  - (11) If any mineral from the land is despatched or transported from the said land in a truck or cart or other vehicles, the lessee/lessees shall do so under a challan in duplicate regarding the quantity of the mineral and the destination thereof, and a copy whereof should be made over to and carried by the driver of the said truck, cart or vehicle.
- To keep record and accounts regarding production and employees etc.
11. The lessee/lessees shall at all times during the said terms maintain at the Mine Office correct, intelligible, up-to-date and complete plans of the mines in the said lands, on a scale of not less than 16"=1 mile. Lessee/lessees shall also allow any officer authorized by the State Government / District Authority to inspect the same at all reasonable times.
12. Except in case of collection of the said mineral from the surface without having to make any excavation, no new excavation shall be made nor any refuse be dumped into the excavation till the first or the existing excavation or quarry has a depth of at least 30 feet or the mineral from the excavation has been exhausted, whichever is to the advantage of the lessee/lessees. Even when the said mineral from the excavation has been exhausted, the excavation shall be horizontally extended instead of opening a new one at a different
- Sizes of quarries

place, unless there are other valid reasons for the same. The reasons for opening a new excavation shall be communicated in writing to the State Government/District Authority in this behalf within three months of opening of the new excavation.

Treatment of stagnant pools.

13. All stagnant polls of water within the leasehold area, whether formed as a result of mining or not, shall be regularly treated with anti-mosquito insecticide during the continuance of the lease.

Notice to the Director-General of Mines Safety in India.

14. If at any time any underground excavation is made or the number of persons employed in the mine exceeds 50 or the depth of the quarry exceeds 20 feet at any place or if any explosive is used in the mine at any time, a notice specifying the details about the number of persons employed, maximum depth of any quarry, explosives used and the location and ownership of the mine together with the address of the owner shall be sent to the Director-General of Mines Safety in India, P.O. Dhanbad, Jharkhand.

Transfer of Lease.

15. i. The lessee shall not without the previous consent in writing of the State Government -  
 ii. Assign, mortgage, or in any other manner, transfer the mining lease, or any right, title or interest therein or,  
 iii. Enter into or make any arrangement, contract or understanding whereby the lessee will or may be directly or indirectly financed to a substantial extent by, or under which the lessee's operations or undertakings will or may be substantially controlled by, any person or body of persons other than the lessee/lessees.

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

- i. The lessee/lessees has/have furnished an affidavit long with his application for transfer of the mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee;  
 ii. Without prejudiced to the above provisions, the lessee/lessees may, subject to the conditions specified in the said rules transfer this lease or any right, title to interest therein, to a person holding a valid Income Tax Clearance Certificate from the Income Tax Officer concerned, a Sales Tax Clearance Certificate and a Certificate of Clearance of mining dues on payment of a fee of rupees one hundred (Rs.100) to the State Government;  
 iii. The State Government may, be order in writing, determine the lease at any time if the lessee/lessees has/have in the opinion of the State Government committed a breach of any of the above provisions or has/have transferred the lease or any right, title on interest therein otherwise than in accordance with clause (ii).

Provided that no such order shall be made without giving the lessee/lessees a reasonable opportunity or staying his/their case.

Not to be financed or controlled by a trust, corporation, firm or person.

16. The lessee shall not be controlled and the lessee/lessees shall not allow himself/themselves/itself to be controlled by any trust, syndicate, corporation, firm or person except with the previous written consent of the State Government. The lessee/lessees shall not enter into or make any arrangement compact or understanding whereby the lessee/lessees will or may be directly or indirectly financed by or under which the lessee'/lessees' operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any trust, syndicate, corporation, firm or person unless with the written sanction of the State Government given prior to such arrangement, compact or understanding being entered into or made and any or every such arrangement, compact or understanding as aforesaid entered into or made with such sanction as aforesaid, shall only be entered into or made with such sanction as aforesaid, shall and shall always be subject to an express condition binding upon the other party or parties thereto that on the occasion of a state emergency, of which the President of India in his direction shall be the sole judge, it shall be terminable if so required in writing by the State Government and shall in the event of any such requisition being made, be forthwith thereafter determined by the lessee/lessees accordingly:

Provided that this clause shall not applicable when the lease is controlled or financed by the West Bengal Mineral Development and Trading Corporation Ltd. (a Government of West Bengal Undertaking).



17. The lessee/lessees shall at the expiration or sooner determination of the said term of lease or any renewal thereof, deliver up to the State Government/District Authority all mines, pits, shafts, inclines, drifts, levels, waterways, airways and other works now existing to hereinafter and be sunk or made on or under the said lands, except such as have been abandoned with the sanction of the State Government/District Authority and in an ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences, which at the commencement of the said term were upon or under the said lands and all such machinery set up by the lessee/lessees below ground, which cannot be removed without causing injury to the mines or works under the said lands (except such of the same as may with the sanction of the State Government have become disused), and all buildings and structures of bricks or stone erected by the lessee/lessees above ground level in good repair and condition and fit in all respects for further working of the same mines and the said mineral.
18. a. The State Government/District Authority and any other authority authorized by the State Government for the purpose shall from time to time and at all times during the said term of the lease have the right of preemption of the said mineral (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the lessee/lessees and the lessee/lessees shall with all possible expedition deliver all minerals or products of minerals required by the State Government / District Authority or any such authority under the power conferred by this provisions in the quantities at the times in the manner and at the place specified by the State Government / District Authority or such authority. The lessee/lessees shall indemnify that State Government / District Authority against claims of any third party in respect of such minerals.
- b. Should the right of pre-emption conferred by the present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the State Government / District Authority or the Central Government or any other authority de detained on demurrage all due for demurrage according to the terms of the charter party or such vessel, unless the State Government / District Authority or the authority authorized by the State Government in this behalf shall be satisfied that the delay is due to causes beyond the control of the lessee/lessees.
- c. The price to be paid for all minerals or products of mineral taken in pre-emption by the State Government / District Authority or the authority authorized by the State Government in this behalf in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption.  
Provided that in order to assist in arriving at the said fair market price the lessee/lessees shall, if so required, furnish to the State Government for the confidential information of the State Government particulars of the quantitative descriptions and prices of the said mineral and the products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers, as may be directed by the State Government / District Authority, original or authenticated copies of contracts and charter parties entered into for the sale on freightage of such minerals or products.
- d. The lessee/lessees agrees/agree notwithstanding anything to the contrary in this clause, to supply such quantity of the mineral, as may be required by any Government Department or Local Authorities, for work within this district at a rate of 5 per cent less than that of the local prevailing market rate.
19. In the event of the existence of a state of war or emergency of which existence the President of India shall be the sole judge and notification to this effect in the Gazette of India shall be the conclusive proof, the State Government shall from time to time and all times during the said term have the right, to be exercised by a notice in writing to the lessee/lessees, forthwith to take possession and control of the works, plant, machinery and premises of the lessee/lessees on or in connection with the said lands or operations under this lease and during such possession or control the lessee/lessees shall conform and obey all directions given by or on behalf of the State Government regarding the use of employment of such works, plants, premises and minerals;

Delivery of workings in good order to State Government after determination of lease.

Right of preemption

Action in case of war or national emergency.

Provided that fair compensation, which shall be determined in default of agreement, by the State Government shall be paid to the lessee/lessees for all loss or damage sustained by him/them/it by reason on in consequence of the exercise of the powers conferred by this clause and provided also 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.

- Danger of  
landship and  
stability of  
bridge.
20. Notwithstanding anything contained in this lease, the lessee/lessees on receipt of a notice in writing from the Collector/Deputy Commissioner or an officer appointed by the State Government/District Authority for the purpose, stating that it or he considers the lessee's/lessees' operations on the land delineated in the plan to involve danger of a serious land slip, or to involve any danger or danger to the stability of any bridge or hydraulic structure either existing or under construction, at any time, now or in future in the neighbourhood by reason of extraction of mineral by the lessee and requiring him to desist from such operation forthwith shall desist from such operations. The lessee/lessees shall not claim any compensation for stoppage of work in respect of the delineated area.
- Storage and  
use of  
explosives.
21. The storage and use of any explosives shall only be in accordance with the provisions of Indian Explosives Act, the Metaliferrous Mines Regulations for the time being in force and any lawful directions of the Director General of Mines Safety. The lessee/lessees shall be responsible for and see and ensure that no explosive intended for the mine is pilfered or misused or used for purposes, within or outside the lease area, other than mining with the lease area.
- Boundary  
dispute.
22. If any boundary dispute or dispute regarding the right of way or any other dispute, whatsoever regarding the construction of any term or condition in the lease arises between the lessee/lessees of any adjoining block already leased under similar terms or which may subsequently be lease, the lessee/lessees shall be bound to submit such dispute to the decision of District Authority/Deputy Commissioner or to an officer appointed by the State Government for the purpose. The decision of the Collector/Deputy Commissioner/District Authority or such officer shall be applicable to the State Government in due course and the decision of the State Government thereon shall be final and binding on the lessee/lessees.
- Information  
in case of  
conviction.
23. If the lessee/lessees is/are any time convicted of any criminal offence directly or indirectly connected with the lease or the mine or the mineral worked therefrom, he/they/it shall be bound to inform or cause to inform within a month of such conviction, the State Government / District Authority about such conviction. If the State Government / District Authority considers such offence, for which the lessee/lessees has/have been convicted, of a serious nature making him/them/it undesirable to hold the lease of if the lessee/lessees fails/fail to inform or cause to inform the State Government / District Authority about the conviction, the lease may be terminated by giving three months' notice.
- Employment  
of foreign  
nationals.
24. The lessee/lessees shall not without the previous sanction in writing of the State Government / District Authority employ any person, for work within the lease area or in connection therewith, who is not an Indian National.
- To plant  
trees.
25. The lessee shall take such measures for planting trees in the same area or any other area selected by the State Government not less than twice the number of trees destroyed by reason of mining operation.
- To pay  
compensation.
26. The lessees shall pay to the occupier of the surface land under mining lease such compensation as fixed by the concerned authority.
- To observe  
the  
provisions  
of Mines  
Act, 1952 &  
Mineral  
Conservation  
&  
Development  
Rules.
27. The lessee shall observe the provision of Mines Act, 1952 and shall comply with Mineral Conservation and Development Rules, framed under Section 18.
- To pay  
minimum  
wage.
28. The lessees shall not pay a wage less than the minimum wage prescribed by the State Government.

29. The lessee/lessees shall abide by all existing laws and rules and regulations enforced by the Government of India or the State Government / District Authority and all such other laws, rules and regulations, as may be enforced from time to time, in respect of working of mines and minerals and other matters affecting the safety, health and convenience of the employees of the lessee/lessees or of the public. On receipt of a notice from the State Government / District Authority or from an officer authorized by the State Government in this behalf regarding any unlawful or irregular work in connection with the working of the mine, the lessee/lessees shall forthwith take steps to rectify the same. The lessee/lessees shall also be bound to pay compensation to the State Government / District Authority for all losses due to any illegal or unlawful work done by the lessee/lessees or his/their/its employees.

To abide by rules and regulations.

### PART VIII

#### The covenants of the State Government

1. The Lessee/Lessees paying the rents and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the Lessee/Lessees to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for an during the term hereby granted without any unlawful interruption from or by the State Government / District Authority, or any person rightfully claiming under it.

Lessee may hold and enjoy rights quietly

2. If in accordance with the provisions of clause 4 of Part VII of this form the Lessee/Lessees shall offer to pay to occupier of the surface of any part of the said lands compensation for any damage or injury which may arise from the proposed operations of the Lessee/Lessees, and the said occupier shall refuse his consent to the exercise of the right and powers reserved to the State Government/District Authority and demised to the Lessee/Lessees by these presents and the Lessee/Lessees shall reported the matter to the State Government/District Authority and shall deposit with it the amount offered as compensation and if the State Government/District Authority is satisfied that the amount of compensation offered is fair and reasonable or if is not so satisfied and the Lessee/Lessees shall have deposited with it such further amount as the State Government/District Authority shall consider fair and reasonable, the State Government shall order the occupier to allow the Lessee/Lessees to enter the land to carry out such operations, as may be necessary for the purpose of this lease. In assessing the amount of such compensation the State Government/District authority shall be guided by the principles of the Land Acquisition Act.

Acquisition of lands of third parties and compensation thereof.

If, however the Lessee/Lessees fails/fail to get possession in the lands to carry out such operations, as may be necessary for the purpose of this lease, he/they/it shall not be entitled to claim any damage, reduction in rent or royalties or reduction in any sum payable by him/them/it. The Lessee/Lessees, by these presents, take upon himself/themselves/itself the entire responsibility to secure possession of the surface lands, not belonging to the State Government required for his mining purpose and the State Government has no obligation to do the same.

3. The Lessee/Lessees may at any time determine this lease by giving not less than six calendar months' previous notice in writing to the State Government and upon the expiration of such notice, provided that the Lessee/Lessees shall upon such expiration render and pay all rents, royalties, compensation for damages and other moneys, which may then be due and payable under these presents to the State Government or any other person or persons, and shall deliver up these presents to the State Government and then this present 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 Governor and for State Government in respect of any breach of any of the covenants or agreements contained in these presents.

Liberty to determine surrender or relinquish any part of the leased area.

### PART IX

#### General Provisions

1. In case of breach of any of the conditions of the lease, other than mentioned in clauses 2 and 3 of this Part, the State Government may require the Lessee/Lessees or his/their/its transferees or assignees to pay penalty not exceeding an amount equivalent to three times the amount of annual dead rent specified under clause 2, Part V.

Breach of any condition.

- Obstruction to inspection. 2. In case the Lessee/Lessees or his/their/its transferees or assigns obstructs/obstruct or does/do not allow entry or inspection, by the officers authorized by the State Government and in case of breach of any of the conditions of the lease mentioned in clause I Part III and clause 15, 16 and 25 of Part VII, the State Government may cancel the lease and forfeit the whole or part of the security deposit and re-enter and take possession of the demised property and mines.
- Breach of any other conditions. 3. In case the Lessee/Lessees or his/their/its transferees or assignees commit breach of any of the conditions specified in (clause 4 of Part III) and clauses 2, 3, 6, 10, 26 and Part VII, then and in any such case the State Government shall give notice in writing to the Lessee/Lessees or his/their/its transferees or assignees, as the case may be, asking him/them/it to remedy the breach within thirty days from the date of the notice and if the breach is not remedied within such period, the State Government may determine the lease :
- Provided that nothing herein contained shall debar the State Government from enforcing any other right or remedy that the State Government may have against the Lessee/Lessees or his/their/its transferees or assigns, under any other provisions herein contained and re-enter and take possession of the demised property and mines.
- Note: The portion within bracket to be omitted if this clause has been omitted in part III.
- To pay penalty in case of breach. 4. In case of breaches of the covenants and agreements by the Lessee/Lessees, on which the aforesaid notice has been given, the State Government in lieu of giving notice may impose such penalty not exceeding three times the amount of annual dead rent specified in clause 2 of Part V.
- Failure to fulfill the terms of lease due to "Force Majeure". 5. Failure on the part of the Lessee/Lessees to fulfill any of the terms and conditions of this lease shall not give the State Government any claim against the Lessee/Lessees or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force majeure, and if through force majeure the fulfillment by the Lessee/Lessees of any of the terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed by this lease. In this clause the expression "force Majeure" means act of God, war, insurrection, riot, civil commotion, strike, earthquake, tide, storm, tidal wave, flood, lightning, explosion, fire, and other happenings, which the Lessee/Lessees could not reasonably prevent or control.
- Action against breach of clauses 2, 3, 4, of Part VI 6. In case of a breach of clause 2, 3, 4, of Part VI by way of submission of any wrong returns/accounts, the Lessee/Lessees are liable to pay a penalty of a sum of Rs. 5,000/- for each wrong statement to the State Government/District Authority in addition to the dues as per correct figures.
- In case of a breach of aforesaid clauses by way of late submission of returns within the specified time the lessee shall be liable to pay a penalty of Rs. 100/- per day after expiry of the prescribed date.
- Lessee to remove his properties on the expiry of lease. 7. The Lessee/Lessees having first paid and discharged the rents and royalties payable by virtue of these person to may at the expiration or sooner determination of the said term or within six calendar months thereafter, take down and remove for his/their/its own benefit all or any engines, machinery, plant, buildings, structures, tramways, railways and other works, erections and conveniences which may have been exacted, set up or placed by the Lessee/Lessees in or upon the said lands and which the Lessee/Lessees is/are not bound to deliver to the State Government under clause 18 of Part VII of this form and which the State Government shall not desire to purchase.
- Forfeiture of property left more than six months after determination of lease. 8. If at the end of six calendar months after expiration or sooner determination of the said term or after the date, from which any surrender by the Lessee/Lessees of the said lands under the provisions contained in clause 4 Part VIII of this form become effective, there shall remain in or upon the said land any engines, machinery, plant, buildings, structures, tramways, railways, and other works, erections and conveniences or other property, the same shall, if not removed by the Lessee/Lessees within one calendar month after notice in writing requiring their removal has been given to the Lessee/Lessees by the Government, be deemed to become the property of the State Government and may be sold or disposed of in such manner

as the State Government shall deem fit without liability to pay and compensation or to account to the Lessee/Lessees in respect thereof.

- 9. Without prejudice to any other mode of recovery authorized by any provision of this lease or by any law, all amounts falling due hereunder against the Lessee/Lessees may be recovered as a Public Demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force. Recovery under the Bengal Public Demands Recovery Act.
- 10. For the purpose of stamp duty, the anticipated royalty is Rs.                      per year. Anticipated royalty for the purpose of Stamp duty.
- 11. The Managing Agent of the Lessee/Lessees shall be equally responsible and liable as the Lessee/Lessees. Responsibility of Managing Agents, if any.
- 12. The terms and conditions herein contained may be revised at the option of the State Government when any Act or rules are passed by the Central Government or the State Government for revision of the same, notwithstanding the fact that this lease has been granted in accordance with the West Bengal Minor Minerals Rules, 2014. In revising the terms the lease shall be modified so as to ensure conformity with such Act or rules and in such case the State Government shall not be liable to pay any compensation whatsoever on any ground whatsoever for any loss and damage that may be suffered or caused to the Lessee/Lessees. Modification of terms and conditions of lease.
- 13. The State Government may, by general or special order, published in the Official Gazette, delegate any or all the powers and functions of the State Government under this indenture to any officer or officers of the State Government, subject to such conditions and restrictions, as may be mentioned in the order. Power to delegate authority
- 14. Every notice by these presents required to be given to the Lessee/Lessees shall be given in writing you such person resident on the said lands, as the Lessee/Lessees may appoint for the purpose of receiving such notice, and if there shall have been no such appointment, then every such notice shall be sent to the Lessee/Lessees by registered post addressed to the Lessee/Lessees at the address recorded in this lease or at such other address in India, as the Lessee/Lessees may from time to time in writing to the State Government or to an office authorized by the State Government in this behalf designate for the receipt of notices, and every such service shall be deemed to be proper and valid service upon the Lessee/Lessees and shall not be questioned or challenged by him. Service of Notices

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

Signed by.....

for and on behalf of the Governor of the State of West Bengal in the presence of.....

Signed by the Lessee/Lessees in the presence of.....

**FORM – F**

[See rule 35 of the West Bengal Minor Minerals Concession Rules, 2015]

**Model Form of Application for Short Term Mining Licence (STML) for Riverbed Materials**

[To be submitted in duplicate]

No. :

Date of application :

Initial of Received Person  
& seal of officeReceived  
on

D	D	M	M	Y	Y	Y	Y

To : The Executive Engineer / Revenue Officer,  
 \_\_\_\_\_ Division,  
 District \_\_\_\_\_

Sir,

I /We request that a quarry permit under the West Bengal Minor Minerals Rules, 2015 be granted to me/us.

A sum of Rs. 300.00 being the fee in respect of this application is deposited (copy of challan enclosed).

The following particulars are given below:-

- i. Name of the applicant with full :  
address and contact phone number
- ii. Profession or nature of business of the :  
applicant
- iii. Written consent of the *raiyats*, if the :  
lands from which minor minerals is to  
be extracted within the riverbed are  
*raiyati* lands, for extraction of  
minerals in favour of the applicant

- iv. Mineral which the applicant intends to quarry :
- v. The details of the lands from which the minor mineral is to be quarried, including a plan of the area on the enlarged mouza map, showing river / channel bankline/ embankments, bridges and structures, if any, in the nearby area.
- vi. Quantity of minor mineral to be extracted :
- vii. Period during which the minor mineral will be quarried. :
- viii. Particulars of the area -
  - a. Already under mining lease / quarry permit by the applicant :
  - b. The applicant has already applied for but not granted :
  - c. Being applied for simultaneously :
- ix. Financial resources of the applicant :
- x. A copy of Acknowledgement Receipt of mining lease application, if any :
- xi. Searching Report to be obtained from BL&LRO :
- xii. Certificate from Land & Land Reforms Department that no mining lease is under operation or consideration on the plot(s) of land applied for quarry permit. :
- xiii. Self attested copy of EPIC of the applicant :
- xiv. Original copy of "No Objection Certificate" (NoC) from the Pradhan of the Gram Panchayat or Chairperson of Municipality as the case may be. :
- xv. A brief route chart for the carrier from excavation point to Pucca Road of PWD / local bodies and declaration whether the inspection road / path owned and maintained by Irrigation & Waterway Department will be used or not.
- xvi. Original copy of "No Objection Certificate: (NoC) from the Kolkata Port Trust for extraction of materials from River Hooghly, within the zone from Ganga Sagar to Tribeni (Hooghly).
- xvii. Original copy of "No Objection Certificate" (NoC) from the Kolkata Port Trust for extraction of materials from River Hooghly, within the zone from Ganga Sagar to Tribeni (Hooghly).

I/We hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, as may be required by you. I/We do hereby further declare that I/ We shall adhere to the terms and conditions as indicated in these rules and any other conditions imposed by the issuing authority.

Place:

Yours faithfully,

Date:

---

Signature of applicant



**FORM-G**

[See rule 34 of the West Bengal Minor Minerals Concession Rules, 2015]

**Government of West Bengal****Short Term Mining Licence (STML) for extraction of Riverbed Materials as Minor Minerals  
From riverbed or drainage channel or irrigation canal**

District :

Granted by :

Quarry Permit No. \_\_\_\_\_ of 20\_\_\_\_

**Description of Short Term Mining Licence (STML) Holder**

1. Name in full (in Block Letter) :
2. Father's Name :
3. Address :
- Present :
- Permanent :

Area and description of the locality from where the mineral may be extracted	Period of validity of this permit in number of days from the date of issue of the permit	Name of mineral or minerals	Quantity of mineral or minerals allowed (m <sup>3</sup> )	Average depth of extraction permitted (m)	Rate of royalty per m <sup>3</sup>	Total amount of royalty paid	Challan No. or DCR No. with date	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.
Plot/ Dag No.								
Mouza								
JL No.								
Local name of the area								
Police Station								
Name of the river/channel/canal								

Date of expiry of this STML :

Dated, the \_\_\_\_\_ of 20\_\_\_\_

Signature of Executive Engineer / Revenue Officer :

Division :

Irrigation &amp; Waterways Directorate

**Note:** No extraction of mineral shall be made without having possession of this permit.

**FORM-H**  
**(See rule 37 of the West Bengal Minor Mineral Concession Rules, 2014)**  
**Model Form of Application for Short Term Mining Licence (STML)**  
**(To be submitted in duplicate)**

No.....

Date.....

Initial of Receiving Officer

Received.....at.....(Place)

on.....(date)

To : The District Authority

Dist.....

Sir,

I/We request that a STML under the West Bengal Minor Mineral Concession Rules, 2014 be granted to me/us.  
 A sum of Rs. 500.00 being the fee in respect of this application is deposited (copy of challan enclosed).

The following particulars are given below :-

- (i) Name of the applicant with full address :
- (ii) Profession or nature of business of the applicant :
- (iii) Clearance certificate for payment of mining dues :
- (iv) written consent of the rayats, if the lands from which minor minerals is to be extracted are rayati lands, for extraction of minerals in favour of the applicant :
- (v) Mineral which the applicant intends to quarry :
- (vi) The details of the lands from which the minor mineral is :  
To quarried, including a plan of the area :
- (vii) Quantity of minor mineral will be quarried :
- (viii) Period during which the minor mineral will be quarried :
- (ix) Particulars of the area –
  - (a) already holds under mining lease/quarry permit by the applicant :
  - (b) the applicant has already applied for but not granted :
  - (c) being applied for simultaneously :
- (x) Financial resources of the applicant :
- (xi) A copy of Acknowledgement receipt of Mining Lease Application :

I/We hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, as may be required by you. I/We do hereby further declare that I/We shall adhere to the terms and conditions as indicated in these rules and any other conditions imposed by the Issuing Authority.

Place:

Yours faithfully,

Signature and designation of applicant

Date:

**FORM-I**  
(Vide rule 36 of West Bengal Minor Minerals Concession Rules, 2015)

**GOVERNMENT OF WEST BENGAL**  
**Quarry permit for extraction of Minor Minerals**

District :

Granted by :

Quarry permit No. .... of 20

**Description of Quarry Permit-holder**

1. Name in Full (Block Letters) :  
2. Father's Name :  
3. Address – Present :

Permanent :

Area and Description of the locality from where the mineral may be extracted	Period of validity of this permit in number of days from the date of issue of the permit	Name of mineral or minerals	Quantity of mineral or minerals	Rate of royalty	Total amount of royalty paid	Challan No. or DCR No. with date	Remarks
1	2	3	4	5	6	7	8

Date of expiry of this quarry permit :

Dated the ....., 20

Signature together with the official seal  
D.L.L.R.O./S.D.L.L.R.O.

(Name of district or Sub-Division)  
Issuing Authority

Note : No extraction of mineral shall be made without having possession of this permit.

By order of the Governor,  
[ILLEGIBLE]  
Jt. Secy., to the Govt. of West Bengal.