



Regional Office Pali

## Rajasthan State Pollution Control Board

SA-6, Mandia Road, Industrial Area, Pali

Phone: 02932-231616

website: www.rpcb.nic.in

Registered

File No F(Mines)/Pali(Raipur)/196(1)/2013-2014/868-869/1632

Order No 2015-2016/Pali/2531

Date: 01/07/2015  
02

Unit Id : 48,574

M/s Dhartiputra Mines

15, Mandoth Market, Pali Marwar

District : Pali

E-Mail : dhartiputra01@yahoo.com

Sub: Grant of Consent to Operate under section 21(4) of Air (Prevention & Control of Pollution) Act, 1981 for your **Minor Mineral** Mine at near Village-Khangar Khet, Tehsil-Raipur, District- Pali (M.L.No-03/95).

Ref: (i) Your application dated 30/01/2015  
(ii) Received on 01/06/2015

Sir,

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

1 That this consent is being granted in favour of **M/s. Dhartiputra Mines**, a Mine of **Minor Mineral** having **M.L.No-03/95** in an area measuring **4.6000 Hectares** at/near Village-Khangar Khet, Tehsil-Raipur, District-Pali.

2 That this consent is valid for a period from **01/09/2015** to **31/08/2018**

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

Mineral	Permitted Mining Capacity
1 LIME STONE	534000.0000 TPA

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

Pollutant	Standards for Ambient Air	Standards for mining activity
SPM	500 $\mu\text{g}/\text{M}^3$	SPM = 600 $\mu\text{g}/\text{M}^3$  (To be measured between 3 to 10 meters from mining activity)
SO <sub>2</sub>	120 $\mu\text{g}/\text{M}^3$	
NO <sub>x</sub>	120 $\mu\text{g}/\text{M}^3$	
CO	5000 $\mu\text{g}/\text{M}^3$	

  
Regional Officer

Rajasthan State Pollution Control Board, Pali

**State Level Environment Impact Assessment Authority, Rajasthan**

4, Institutional Area, Jhalana Doongri, Jaipur-302004

Phone: 0141-2705633, 2711329 Ext. 361

No. F1 (4)/SEIAA/SEAC-Raj/Seect/Project/Cat. 1(a)B2 (E.C.)14-15

Jaipur, Dated: **22 MAR 2016**

Sub: Environmental Clearance for mining leases under EIA notification 2006.

This has reference to your application seeking environmental clearances listed against your name in the table 1 below under EIA Notification 2006 for the mining project. The proposal has been appraised as per prescribed procedure in the light of provisions under the EIA Notification 2006 on the basis of the mandatory documents enclosed with the application viz. the questionnaire, EIA, EMP and additional clarifications furnished in response to the observation of the State Level Expert Appraisal Committee Rajasthan.

S.N	File No.	Category / Item no. (in Schedule)	Name of Project Proponent	Details of Mine	Project Cost	Water Requirement & Source	Fuel & Energy:-	Environment Management Plan	CSR /ESR Activities	Green Belt/ Plantation	Budgetary Breakup for Labour
1	2	3	4	5	6	7	8	9	10	11	12
1	3894	B2	Dhartiputra Mines Prop. Smt. Sangeeta Sharma , 143, Adarsh Nagar, Pali (Raj.)	Mineral: Lime Stone M.L.No. : 3/1995 Area : 4.60 Ha. Khasra No. : 1016 & 1115 Village: Khangar Khet Tehsil: Raipur District: Pali (Raj.) Production Capacity: 570953 TPA	Rs. 40 Lac	3.7 KLD	Electricity 220 KVA	50,000/- Per Year	1,50,000/- Per Year	1,05,000/- per year	Capital 47,000 & Recurring Cost 44,000 Per Year
2	3836	B2	Sh. Bhag Chand Lodha S/O Sh. Jagdish Chand Lodha R/O Deokheri Post Tankawas Tehsil Kekri, Distt. Ajmer, (Raj.)	Mineral: Quartz & Feldspar M.L.No. : 65/91 Area : 4 Ha. Khasra No. : 247 & 249 Village: Jetpura-Bajta Tehsil: Kekri District: Ajmer (Raj.) Production Capacity: 35000 TPA	Rs. 1.10 Crore	5.85 KLD	Electricity 350 KVA & Diesel 350 LPD	73,000 Per Year	50,000/- Per Year	30,000/- per year	50,000/- Per Year
3	3440	B2	Sh. Umesh Kumar Virmani S/O Late Shri Mukund Lal Virmani R/O 8/203, Malviya Nagar, Jaipur.	Mineral: Masonary Stone( Cheja Pattar) M.L.No. : 99/89 Area 0.50 Ha. Khasra No. : 192, 13 Village: Todi Di Puriya Tehsil: Amber District: Jaipur, Raj. Production Capacity: 60000 TPA	Rs. 30 Lac	5.0 KLD	Diesel 300 LPD	50,000 Per Year	60,000/- Per Year	20,000/- per year	50,000/- Per Year
4	3785	B2	M/S Vishnu Granite C/O Sh. Hanuman Ram R/O Plot. No. 214, Rajeév Nagar, Madhuban Housing Board, Basni, Phase-I, Jodhpur (Raj.)	Mineral: Granite M.L.No. : 07/2014 Area : 2.8521 Ha. Khasra No. : 318/1265 Village: Near Sanawara Tehsil: Pokarait District: Jaisalmer (Raj.) Production Capacity: 100791.6 TPA	Rs. 30.0 Lac	5 KLD	Diesel 500 LPD	60,000/- Per Year	50,000/- Per Year	20,000/- per year	50,000/- Per Year
5	3691	B2	Sh. Ummed Sharma, Surajpole Gate Bahar, Balaji Ki Bagichi, Vijay Nagar, Beawar, Distt.	Mineral: Quartz & Feldspar M.L.No. : 82/11 Area : 4.8881 Ha. Khasra No. : 3608, 3674, 3615, 3675, 3613, 3614	Rs. 60 Lac	6.0 KLD	Diesel	1,00,000/- Per Year	1,00,000/- Per Year	25,000/- per year	50,000/- Per Year

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राजस्थान सरकार

कार्यालय खनि अभियन्ता, खान एवं भू विज्ञान विभाग ब्यावर जिला अजमेर

क्रमांक: खअ/ब्यावर/अप्र/एमएल 03/95/

दिनांक :-

—:अवधि वृद्धि ज्ञापन:—

मैसर्स धरतीपुत्र माईन्स प्रो० श्रीमती संगिता पत्नी श्री सुनिल शर्मा निवासी 143 बी आदर्श नगर, पाली (राज०) के पक्ष में खनन पट्टा वास्ते खनिज लाईमस्टोन निकट ग्राम खंगारखेत तहसील रायपुर जिला पाली में स्वीकृत है। राजस्थान अप्रधान खनिज रियायति नियमावली 1986 के अन्तर्गत उक्त खनन पट्टे के संविदा निष्पादन दिनांक 23.08.1995 को होकर, पंजीयन दिनांक 06.10.1995 को हुआ। पंजीयन तिथी से खनन पट्टा 20 वर्ष के लिये प्रभावी हुआ है।

राजस्थान अप्रधान खनिज रियायती नियमावली 1986 के नियम 16(2) एवं खनिज नीति 2011 के तहत खनन पट्टा की अवधि 20 वर्ष से 30 वर्ष करने का प्रावधान होने से खनि अभियन्ता, ब्यावर के आदेश क्रमांक खअ/ब्यावर/अप्र/ख०प० 3/1995/777 दिनांक 01.10.2014 के द्वारा खनन पट्टा की अवधि 20 वर्ष से 30 वर्ष किये जाने हेतु आदेश प्रसारित किये गये। खनन पट्टा पंजीयन दिनांक 06.10.1995 से 30 वर्ष के लिये प्रभावी हुआ। जिसका पूरक संविदा का निष्पादन दिनांक 08.10.2014 को किया गया। उक्त खनन पट्टे का स्थिरभाटक वर्तमान में दिनांक 06.10.10 से रु 1,37,200/- वार्षिक पर प्रभावी है। वार्षिक स्थिरभाटक 5 वर्ष के पश्चात एवं नवीनीकरण के समय पुनः निर्धारण होगा।

भवदीय

  
(गोरधन राम)

खनि अभियन्ता, ब्यावर

दिनांक :- 15/10/14

क्रमांक :सम/ 777

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु :-

1. श्रीमान जिला कलेक्टर पाली
2. तहसीलदार रायपुर
3. लेखा/मांग शाखा
4. संगणक शाखा
5. मानचित्र शाखा
6. खनि कार्यदेशक कार्यालय हाजा
7. मैसर्स धरतीपुत्र माईन्स प्रो० श्रीमती संगिता पत्नी श्री सुनिल शर्मा निवासी 143 बी आदर्श नगर, पाली (राज०)।

  
(गोरधन राम)

खनि अभियन्ता, ब्यावर

GOVERNMENT OF RAJASTHAN

Department of Mines & Geology, Rajasthan

FORM No. 5

(See Rule 19)

Model Form of Mining Lease



This indenture made this 23 जगह day of 1995 between the Governor of the State of Rajasthan (hereinafter referred to as the Government which expression shall, where the context so admits, include his successors in office and assigns) of the one part and ( ) when the lessee is an individual

मो. खरवी पुत्र भाइस प्रो. श्रीमति सीता शर्मा 143 बी कंदर नगर फली  
(Name of person)

(hereinafter referred to as the lessee which expression shall where the context so admits, include his heirs, executors, administrators, representatives and permitted assigns).

(2) when the lessees are more than one individual

(Name of person)

of (Address and occupation)  
and (Name of person) of  
(Address and occupation)  
and (Name of person) of  
(Address and occupation)

(hereinafter referred to as the 'Lessees' which expression shall, where the context so admits, include their, respective heirs, executors, administrators, representatives and permitted assigns).

(3) When the Lessee is a firm (Name of person)

of (Address)  
and (Name of person)  
of (Address)  
and (Name of person)  
of (Address)

All carrying on buisness in partnership at (address of the firm... ) under the name and style of (Name of the Firm) (hereinafter referred to as the 'Lessees' which expression shall, when the context so admits, include all the partners of the said firm, their representatives heirs, executors, administrators and permitted assigns).

(4) When the Lessee is Registered Company

खलीपुत्र भाइस  
सोनी

23  
नवाक सति सविबलि  
दोष सिटी

registered office at ..... ( Address ) ( hereinafter referred to as the 'Lessee' which expression shall, where the context so admits, include its successors and permitted assigns) of the other part.

Whereas the Lessee/Lesseees has/have applied to the Government in accordance with the Rajasthan Minor Mineral Concession Rules, 1985 (herein after referred to as the said rules) for a mining lease or ..... in respect of the lands hereinafter described in clause 1 (b) and has/have deposited with the Government the sum of Rs. .... as security.

Now therefore, this deed witnesses—and the parties hereto hereby agrees as follows :-

1. Demises:—(a) In consideration of the rents and royalties covenants and agreements hereinafter contained and on the part of the lessee/lesseees to be paid, observed and performed the Government hereby grants and demises upto the Lessee/Lesseees all these mines, beds, veins, seams of (hereinafter referred to as the said minerals) situated, lying and being in or under the lands which referred to hereinafter and subject to other provisions of this lease.

(b) The area of the said lands is as follows:— क्षेत्र 5 हेक्टर निचा खं गार खेत वहीस रायपुर में संलग्न मानचित्र एवं सीमांकन रिपोर्ट के अनुसार ।  
(hereinafter referred to as the said lands or the leased area)

(c) The Lessee/Lesseees shall Hold the premises hereby granted and demised from the date of registration of period of ..... year hence next ensuring,

2. Liberties, powers and privileges to be exercised and enjoyed by the lessees:—The following liberties, powers and privileges may be exercised and enjoyed by the Lessee/Lesseees subject to the other provisions of this lease.—

(a) To enter upon land and search for, win, work etc.—Liberty and powers at all times during the terms hereby demised to enter upon the said lands and to search for, mine, bore, dig drill, for win, work dress, process, convert, carry away and dispose of the said minerals.

(b) To sink drive and make pits shaft and inclines etc.—Liberty and powers for or in connection with any of the purposes mentioned in this clause to sink, drive, make, maintain and use in the said lands and pits, shafts, inclines, drifts, levels waterways, airways and other works and to use, maintain deepen or extend any existing works, of the like nature in the said lands.

(c) To bring and use machinery and equipment:—Liberty and power for or in connection with any of the purposes mentioned in this clause to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, furnaces, coke ovens brick kilns work-shops store houses, bungalows, godowns, shed and other buildings and other works and conveniences of the like nature on or under the said lands.

(d) To use water from streams etc. Liberty and power for or in connection with any of the purposes mentioned in this clause but subject to the rules of any existing or future lessees and with the written

lands and to divert, step up or dam any such stream or water course and Collect or impound any such water and to make, construct and maintain any Water course, culverts, drains or reservoirs but not so as to deprive any cultivated land, villages, building or watering places for a livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or spring provided that the lessee / lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without previous written permission of the Government.

3. Restriction as to the exercise of the liberties etc.— The liberties, powers and privileges granted by clause 2 are subject to the following restriction and subject to the other provisions of this lease.—

(a) The mining operations within 45 metres of public works etc.— The Lessee/Lesseees shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 45 metres from any railway line except with the previous written permission of the Railway Administration concerned, or from any reservoir, canal or other public work or building or inhabited site except with the previous permission of the Collector or any other officer authorised by the Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special as may be attached to such permissions. The said distance of 45 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.

*Explanation:—* For the purpose of this clause:—

(i) The expression Railway Administration shall have the same meaning as it is defined to have in the Indian Railway Act, 1893 by sub-section (1) of section 3 of that Act.—

(ii) (a) "public road" shall mean a road which has been constructed or artificially surfaced as distinct from a track resulting from repeated use.

(b) permission for surface operation in a land not already in use:—before using for surface operation any land which has not already been used for such operations the Lessee/Lesseees shall give to the Collector of the District two calendar months previous notice in writing specifying the situation and the extent of the land proposed to be so used and the purpose for which the same is required and the said land shall not be so used if objection is issued by the Collector within two months after receipt by him of such notice unless the objection so stated shall on reference to the Government be annulled or waived.

4. The Lessee/Lesseees hereby covenants with the Government as following:—

(1) *Covenants in accordance with Rajasthan Minor Mineral concession Rules 1986.*— The Lessee/Lesseees shall pay royalty on the quantity of the said mineral despatched from or consumed within the leased area at the rates specified in Schedule I appended to Rajasthan Minor Mineral Concession Rules 1986:

(2) *Surface*.— The Lessee/Lessees shall pay for the surface area used by him/them ( for the purpose of mining ) surface rent equal to the land revenue payable under the Rajasthan Land Revenue Act, 1956 or any other Law in force to the Land Revenue Department of State.

(3) *Dead rent*.— The Lessee/Lessees shall also pay for every year, the yearly dead rent as determined from time to time :

provided that the Lessee/Lessees shall be liable to pay the dead rent or royalty in respect of each mineral, whichever be higher, but not both.

(4) *Rate and mode of payment of dead rent etc.*— Subject to the provisions of sub-clause (3) above as from the day of संविदा निष्पादन की तिथि से during the subsistence of the lease, the Lessee/Lessees shall pay to the Government in four equal quarterly instalment on the ..... day of..... the day of..... the day of..... and the day of.....

for each year the minimum annual royalty as "dead rent" of Rs 50,000/- in the office of the Mining Engineer/Assistant Mining Engineer of the Division /Sub-Division subject as aforesaid. This provision will also apply to the payment of royalty. Surface rent will be deposited with the Revenue Department.

(4) (a) *Dump removal charges*.— The Lessee/Lessees shall pay such amount per year or part thereof to the Government for ecological restoration of mines and quarries in the said area at such time and such rate as may be fixed by the Government from time to time.

(5) *To pay compensation for damage and indemnify the Government*.—The Lessee/Lessees shall make and pay such reasonable satisfaction and compensation for all damage, injury or disturbance which may be done by him/ them in exercise of the powers granted by the lease and shall indemnify the Government against all claims which may be made by third parties in respect of such damage, injury or disturbance.

संज्ञित

(5) (a) *To indemnify against all claims and to pay compensation for infringement of rights of third persons*.— The Lessee/Lessees shall make and pay such reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by him/ them in exercise of the powers granted by this lease and shall indemnify keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

(b) If in exercise of any right conferred by this lease, the rights of any person are infringed by the occupation or disturbance of the surface or any land, required and quarrying in the area hereby demised and for the purposes subsidiary thereto Lessee/Lessees shall pay such compensation for such infringement and the amount of such compensation shall be calculated by the Collector or if his award is not accepted, by the Civil Court, as far as possible, in accordance with the provision of the Rajasthan Land Acquisition Act, 1955 ( Rajasthan Act XXIV of 1955 ).

(d) If the Lessee/Lessees fail to pay any compensation as provided in this sub-clause, the Collector may recover such compensation from him/ them on behalf of the person entitled to it as if it were an arrear of land revenue.

(6) *Not to injure tree*.—The Lessee/Lessees shall not cut or injure any tree in area of his/ their lease without the previous sanction in writing of the Chief Conservator of Forests, Rajasthan or an officer authorised by him.

(7) *To maintain boundary pillars*.—The Lessee/Lessees shall at his/ their own expense erect and at all times maintain and keep in repair, boundary pillars and marks according to the demarcation shown in the plan annexed hereto.

(8) *Not to erect buildings etc. on certain places*.—The Lessee/Lessees shall not erect any building or carry on any surface operations on any public pleasure grounds, places of worship sacred graves, burial-grounds or village sites for houses, public roads or other places which the competent authority may determine as public grounds to bring within this restriction.

(9) *To commence mining operations within three month and carry them on*

For the purpose of stamp duty the anticipated royalty from demised land in

Rs. 1,12,850/- only twice that dead rent + security amount. 50,000/- + 50,000/- + 12,500/-  
+ 300/- + 50/-  
RS. 1,12,850/-

the quantity and particulars of all minerals obtained from the mine, details of mineral sold or despatched and the number of persons employed therein and also complete plans of the mine and shall allow any officer of the Department at any time to examine such accounts and plans and shall furnish him with such information and return in respect of aforesaid matter as he may require.

(11) *Abiding by Rules*.—The Lessee/Lessees shall abide by all existing Acts and Rules enforced by the Government of India or the State Government and all such other Acts or rules as may be enforced from time to time in respect of working of the mine and other matters affecting safety, health and convenience of the employees of the Lessee/Lessees or of the public.

(12) *To allow facilities to other lessees etc.*.—The Lessee/Lessees shall allow existing and future licensees or lease holders of any land which is comprised in or adjoins or is approachable by the land held by the Lessee/Lessees, reasonable facilities for access thereto.

(13) *To allow entry to officers*.—The Lessee/Lessees shall allow any officer of the Department or of the Indian Bureau of Mines to enter upon the premises comprised in the lease for the purpose of inspecting the same and abide by instructions issued by him from time to time regarding the conservation and development of minor minerals and other related matters.

(14) *Buildings erected by Lessee*.—The Lessee/Lessees may erect on the area granted to him/ them any building required for bonafide mining purposes and such building shall be the property of the Government after expiry of the lease.

(15) *To report accident and discovery of any other minerals*.—The Lessee/Lessees



mine the lease and forfeit the security amount and take possession, of the said premises, or in the alternative, may impose payment of a penalty not exceeding twice the amount of the annual deadrent from the Lessee/Lessees. Such action shall not be taken unless the Lessee/Lessee has/have failed to remedy the breach after 15 days notice.

(23) *Delivery on termination of lease:*—On expiry or earlier determination of the lease the Lessee/Lessee shall deliver up the said premise and all mines (if any) dug in respect of any working as to which the Government might have sanctioned abandonment.

(24)(a) *Determination of lease in the public interest:*—The Government may determine the lease if the Government considers that the minor minerals under the lease are required for establishing an industry beneficial to the public.

(b) *Determination of lease for the aforesaid purpose shall not be valid unless six calendar month's notice in writing has been given by the Government to the Lessee/Lessee. Such notice need not however, be given in war or emergency.*

(5) *Further covenants of the Lessee:*—The Lessee/Lessee hereby covenants/covenant with the Government as follows:—

(1) Unless specifically exempted by the State Government, the Lessee/Lessee shall provide and at all time keep at or near the pit-head at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to bank, sold, exported and also the converted products, and shall at the close of each day cause the total weights of the said minerals, ores and products raised, sold, exported and converted during the previous twenty four hours to be ascertained and entered in the aforesaid books of accounts. The Lessee/Lessee shall permit the Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the Lessee/Lessee. The Lessee/Lessee shall give 15 days previous notice in writing to the Mining Engineer/Assistant Mining Engineer of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

(2) *To allow test of weighing machine:*—The Lessee/Lessee shall allow any person or persons appointed in that behalf by the Government at any time or all times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used there with in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weight shall be found incorrect or out of repair or order, the Government may require that the same be adjusted, repaired and put in order by and at the expense of the Lessee/Lessee within fourteen days failing which the Government may cause such weighing machine or weight to be adjusted, repaired and put in order and the expenses of so doing shall be paid by the Lessee/Lessee to the Government on demand, and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weight used in the presence of the Government, such error shall

shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

(3) *Not to obstruct working of other minerals:*—The Lessee/Lessees will exercise the liberties and powers hereby granted in such manner as to cause no unnecessary or reasonably avoidable obstruction or interruption to the development of any working within the said lands of any minerals not include in this lease and shall at all times afford to the Central and State Government and to the holders of prospecting licence or mining leases in respect of any such minerals within any land or any minerals within any land adjacent to the said lands as the case may be, reasonable means of access and safe convenient passage upon and across the said lands, to such minerals for purpose of getting, working, developing and carrying away the same provided that the Lessee/Lessees shall receive reasonable compensation for damage or injury which he they may susta in consequence of the use of such passage by such lessees or holders of prospecting licences.

(4) *Forfeiture of property left more than six months after determination of lease :-* If on expiration of lease or earlier determination of the lease or after the date from which any surrender by the Lessee of a part or parts of the said lands under the provision contained in sub-clause (18) of clause 4 of this lease becomes effective, there remain in or upon the said land of the surrendered part or parts thereof as the case may be, any engines, machinery plants, structures, tramways, railways and other work erections and conveniences or other property which are not required by the Lessee/Lessees in connection with his/their operations in those parts of the said lands which have not been surrendered or in any other lands held by him/ them under a prospecting licence or Mining lease granted by the Government, they shall become the property of the Government and may be sold or disposed of in such manner after a period of 6 months from the date of expiration or earlier determination of the lease the Government may deem fit without liability to pay any compensation

(5) *Exemption of royalty for tenants:*—No royalty shall be charge d on minor minerals required by the tenant for any *bona fide* purpose as specified in rule 58 of the rules.

(6) *Further covenants of the lessees:*—The Lessee/Lessees further covenants/ covenant with the Government as follows:—

(1) *Interest:*—The Lessee/Lessees shall pay to the Government simple interest at the rate of 12% per annum on all amounts outstanding against the Lessee/Lessees under this lease, whether as dead rent, royalty, surface rent or otherwise.

(2) *Keeping mines etc. in good order:*—The Lessee/Lessees shall keep through out the term of his/ their lease all mines, buildings, engines, machinery and other mining plants in good repair and working order.

(3) *Taking ballast etc. for leased area only:*—The Lessee/Lessees shall take out and use ballast, khanda and rubble from his/ their quarry

शाली सं. बरली माईस  
21/1/21

a sample or samples all rocks found on mines or raised and all intermediate and finished products sold on intended for sale by the Lessee/ Lessees.

(5) *Security of pits and shafts and not filling them up:*—The Lessee/ Lessees shall properly secure pits, and shafts and will not without permission in writing of the Mining Engineer wilfully close, fill up or choke any mine or shafts.

(6) *Setting apart land for public purposes:*—The Lessee/ Lessees shall when required by the Government so to do set apart land for public purposes and Government may occupy the same whenever it thinks necessary or expedient but Government will, so far as is compatible with the objects aforesaid, select the land so as not to interfere with the mining operations of Lessee/ Lessees and will from time to time pay to Lessee/ Lessees such sums of money as expended in buying surface right over any of the lands so set apart and cost of removal of any work carried thereon and for any loss or damages caused to the Lessee/ Lessees by any interference in the mining operations.

(7) (a) *Abstainintng from froty entering occupied land:*—The Lessee/ Lessees shall abstain from entering on the surface of any occupied Government land or of any private land comprised within the leased area without previously obtaining the consent of the occupant in writing.

(b) The Lessee/ Lessees shall abstain from opening any new quarry or depot in the leased are without the previous sanction of the Mining Engineer/ Assistant Mining Engineer concerned.

(8) *Not to obstruct road etc.:*—The Lessee/ Lessees shall keep open and in no way obstruct any road, path or way by any means whatsoever.

(9) *Not to obstruct working of other minerals:*—The Lessee/ Lessees shall in the event of his/their declining to take a lease permit the Government or other persons duly authorised by the Government in that behalf to enter into the leased area and to conduct prospecting and mining operations thereon in respect of minerals or other substance other than..... but the Government will, so far as is compatible with the objects afoersaid, select the land to be so set apart and appropriated in such a manner as not to interfere with the mining operations of the Lessee/ Lessees and will indemnify the lessee/ lessees for any loss or damage caused to the lessee by any intereferece with the mining operations.

(10) *To allow free use of tanks, water courses, etc, to the public and Government:*—The Lessee/ Lessees shall abstain from all interference with and allow to the public and the Government the free use of tanks, water courses, places of worship scared graves, burial grounds and village sites for houses which may be existing or may hereafter be set apart or appropriated as hereinbefore provided on the leased area.

tions in any State Forest or land under special protection comprised in the leased area except after previously obtaining permission in writing of the competent officer.

(13) *To respect water rights and not to injure adjoining property.*—The Lessee/Lessees shall not injure or cause to deteriorate any sources of water, power or water supply and shall not in any other way render any spring or stream of water unfit to be used for do any thing to injure adjoining lands, villages or houses.

(14) *Removal of stock of minerals on expiry or determination of the lease.*—The Lessee/Lessees shall on the termination or earlier determination of the lease remove within 15 day all extracted minerals from the premises of the leased areas. All extracted Minerals in the said lands left over undisposed after 15 days of the termination or determination of lease shall be deemed to be the property of the Government.

(15) *Service of notice on lessee.*—The Lessee/Lessees shall at all times have at the lease area a duly accredited Superintendent or Agent to whom all notices may be given and all communications from the officers of the Department or the Government may be delivered. If there be no such agent or superintendent on the leased area, the Government shall be at liberty to treat any other person present there as such a gent and to serve all notices and other documents upon the said person or in the case of there being no such other person as aforesaid then by affixing such notice or documents on some conspicuous portion of the mining block.

(16) *Supply of stones to the public.*—The Lessee/Lessees shall not unless prevented by reasonable cause e. g., collapse of the quarry etc. to the satisfaction of the Government, fail or neglect or delay to supply ..... *माई मंडी* ..... to the public at pits mouth within reasonable period of ..... *7 days* ..... (to be specified). In the event of unsatisfactory supply by the Lessee/Lessees to local public the ..... *सोत्र सिटी* ..... with the approval of the Director, may allow the consumers to quarry/extract with their own arrangements in the leased are outside the existing quarries or depots and the Lessee/Lessees will not be entitled to any royalty on this account but the same will be payable to the Government. This quantity will not be taken into account in the maximum quantity of ..... *द्वितीय परिधि* ..... mention in ..... *द्वितीय परिधि* .....

(17) *Employment of qualified Engineer etc. for the purposes of carrying out mining operation in accordance with approved practices :—*

(i) Every holder of mining lease who pays an annual dead-rent of or above Rs. 50,000/- (Rupees fifty thousand) but below Rs. 1,00,000/- (Rupees one lac) shall employ a whole time Mines Foreman.

(ii) Every holder of mining lease who pays an annual dead rent of or above Rs. 1,00,000/- (Rupees one lac) shall employ a whole time Mining Engineer:

(b) *Mines Foreman*:—Diploma in Mining Engineering from any recognised Polytechnic Institute:—

Provided further that the lessee shall pay to the Mining Engineer/Mines Foreman, emoluments not below what would have been admissible to them in Government service.

(18) The lessee shall inform the Government to any change in his immovable property and its value within a period of 15 days from such change.

7. *Calculation of royalty, assignment of tax and recovery of dues*:—It is hereby further agreed between the parties hereto as follows:—

(1) The royalty payable hereunder shall be calculated on the quantity despatched from or consumed within the leased area as per the rates, prescribed in Schedule-I of Rajasthan Minor-Mineral Concession Rules, 1986.

(2) The Lessee/Lesseees shall not assign sub-let or part with the possession of the leased area or any part thereof except in the manner permitted by rule 15 of the said Rules.

(3) Without prejudice to any other mode of recovery under any provision of this lease or any law, all amounts falling due hereunder against the lessee/lesseees may be recovered as arrears of land revenue under the law in force for such recovery.

(4) The Lessee/Lesseees shall duly and regularly pay to the competent authority all taxes, cesses and local dues in respect of the leased area, said minerals or the working of the mines.

8. If in any event the orders of competent authority are revised or cancelled by the Appellate authority by State Government in pursuance of the proceeding under Chapter VI of the Rajasthan Minor Mineral Concession Rules, 1986 or under any other provision of the said rules, the Lessee/Lesseees shall not be entitled to compensation for and loss sustained by him/them in exercise of the powers and privileges conferred upon him/them by these presents.

9. If in any event the orders of the Government or any other officer empowered under these rules are revised, reviewed or cancelled by the Appellate authority or court of law, the lessee/lesseees shall not be entitled to compensation for any loss sustained by the lessee/lesseees in exercise of the powers and privileges conferred upon him/them by these presents.

10. In the event of the existence of a state of war or of emergency (of which existence the Government shall be sole judge and a notification to this effect in the Rajasthan Gazette shall be conclusive proof), the Government shall from time to time and all times during the said terms have the right (to be exercised by a notice in writing to the Lessee/Lesseees forthwith to take possession and control of the works plant, machinery and premises of the Lessee/Lesseees situated on the said lands or meant for use in connection with the said lands or the operations under this lease during such possession or control and the Lessee/Lesseees shall conform to and obey all directions given by or on behalf of the Government

damage sustained by him/them by reason or in consequence or the exercise of powers conferred by this clause :

Provided also that the exercise of such powers shall not determine said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

11. (a) *Security and forfeiture thereof* :—The Government may forfeit the whole or part of the amount deposited by the Lessee/Lessees as security under this lease in case the Lessee/Lessees commits/commit a breach of any covenant to be performed by the Lessee/Lessees under this lease.

(b) Whenever that said Security deposit or any part thereof any further sub deposited with the Government in replacement thereof shall be forfeited under sub-clause (1) or applied by the Government in satisfaction of any dues of the Government under this lease (which the Government is hereby authorised to do) and the Lessee/Lessees shall immediately deposit with the Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the Government upto the sum of Rs. 12,500/—

(c) The rights conferred by this clause shall be without prejudice to the rights conferred on the Government by any other provision of this lease or by any

That in case SMS grade Lime Stone is excavated incidental to mining of other grades of lime stone, it may be despatched to Steel Plant on payment of royalty specified in the Second Schedule II of the Mines & Mineral (Regulation and Development) Act 1957 amended from time to time.

(c) 'Government' includes an officer of the Government to whom any powers of the Government have been for the time being lawfully delegated.

13. *Renewal of Mining leases falling in Forest areas* :—The State Government may renew the mining leases falling in forest areas subject to the following conditions:—

1. The lessee will submit a map showing the existing pits within the lease boundary as also the extent to which the area has been cleared of forest by him.
2. The lessee will also submit an affidavit as also certificate from the Competent Authority either of Forest, Revenue or the Mines Department to the effect that the area deforested as stated in the affidavit and shown in the map is correct.

**Special Condition:—**

(A) The lessee shall keep its working restricted to the area already worked and cleared of forest till the requisite permission from the Central Government under the provisions of the Forest Conservation Act, 1980 is received for working additional area within the lease held. Meanwhile

स्वाधीन मार्टिन  
 नारायण शरण अश्विबन्ता  
 जेठम विठो  
 स्वाधीन मार्टिन  
 स्वामी

(C) The Lease will be liable to be determined if the lessee violates condition A or B at any time.

14. IN WITNESS WHEREOF this indenture has been signed by the Lessee/Lessees.

Signed by Lessee/ Lessees

संगीता

मोहरीत

Any by

Witness (1)

G.K. Jishi - 2 B42, KEMLA NEHRU NAGAR - POLI

Witness (2)

Semil Kumar 18 madhah madhah poli

महायुक्त  
महाराष्ट्र  
सिद्धी

Signature  
By Order of and on behalf of the  
Governor of Rajasthan.  
( Designation )

( Plan with boundary marks of demarcation report to be annexed )

Handwritten signature

३. अविष्कार  
 कायदा, जिला कोक्टर, पासी  
 प्रा. सं. १९७२/३३३६  
 दिनांक १.६.७६

सहायक अधिवक्ता,  
 कोलकाता

विषय:- वन्य पट्टा वालो लार्डमिस्टोव  
रहेगी - शायपुर के लिए  
 अनुमति के क्रम में।

प्रमाण:- आयन्सपत्रिका सिविल डिप। पी. डी. 22-3-75

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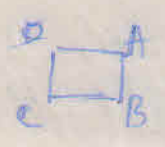
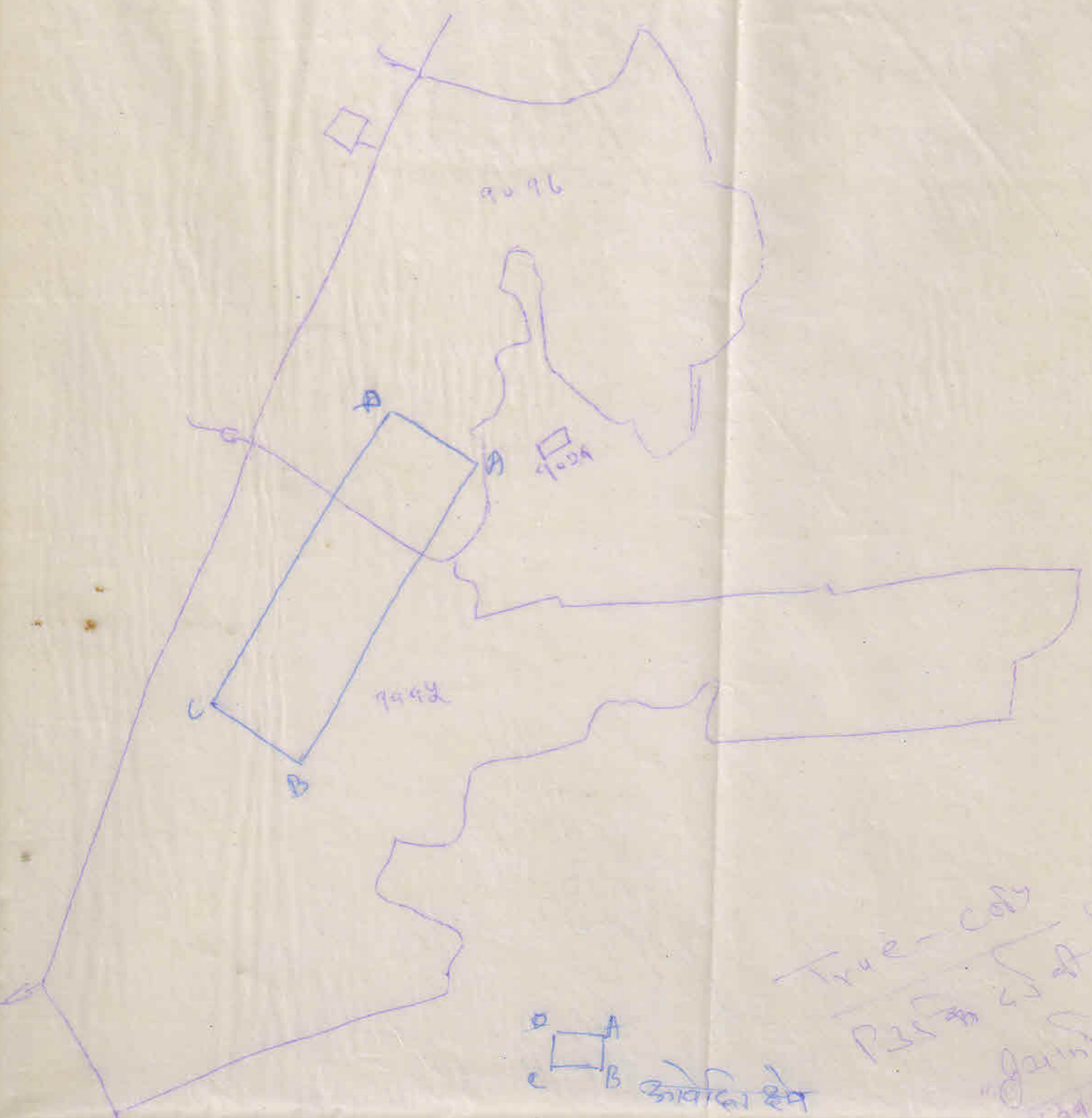
प्रमाणित करने हेतु १९७६ के लिए

  
 कृते जिला कोक्टर, पासी



किस जगह का नाम और स्थिति तल्लिक - कायदा - लिखा - गयी

माप - 1" = 80 मी

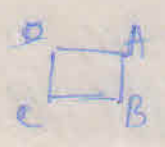
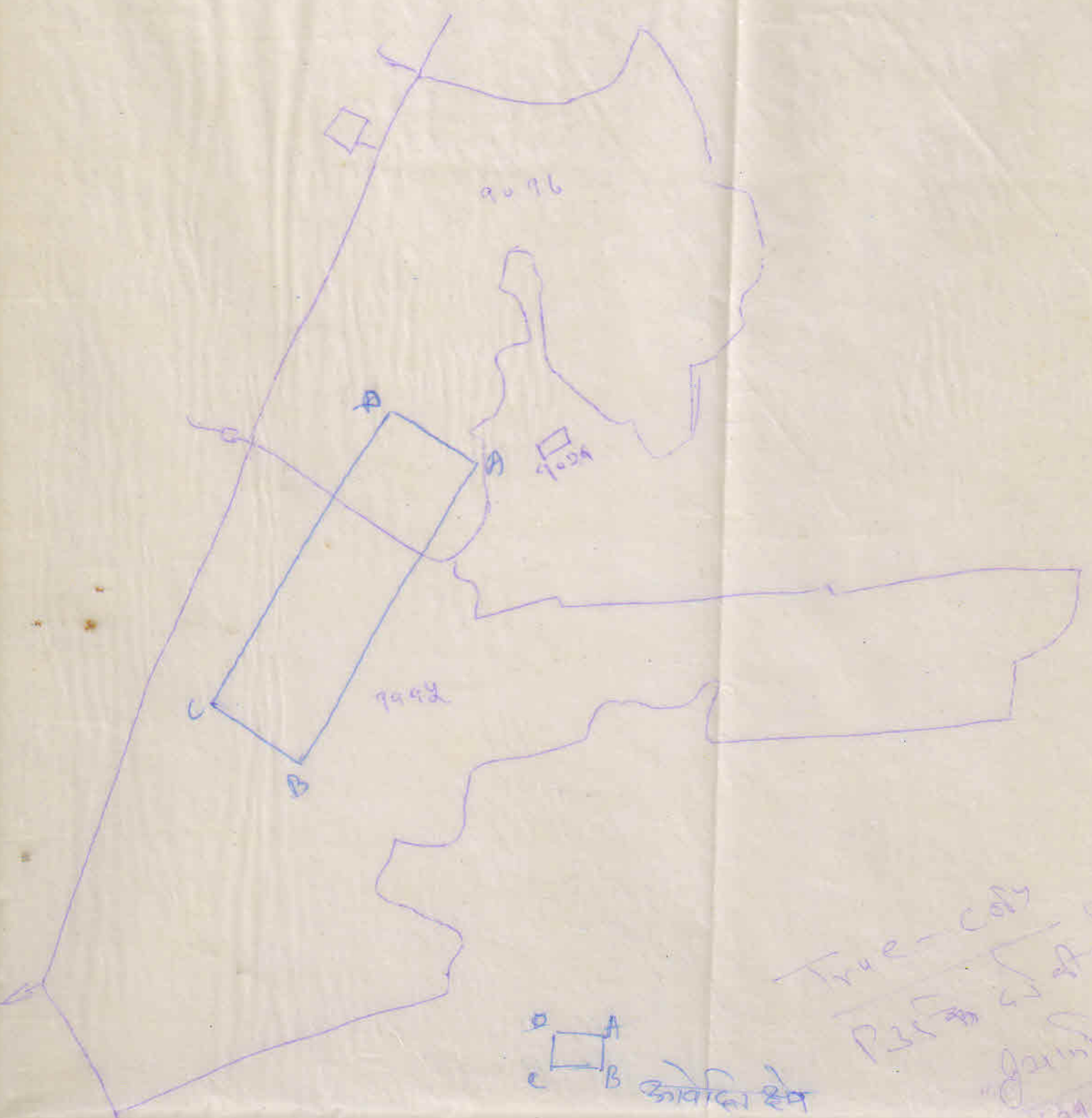


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किस जमीन का एक छोटा नक्शा - कच्चा - बिना - माप

माप = 1" = 80 फी



आवेदन है

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