

Reference: IA/GJ/MIN/64676/2017

To,
The Member Secretary (Violation Category)
Ministry of Environment Forest & Climate Change,
IA-III Division,
Jor Bagh Road, Aliganj,
New Delhi -3

Date: 08/10/2018

Sub: Submission of compliance as per the minutes of 10th EAC meeting for the proposal involving violation of EIA Notification, 2006 held on 11th July 2018 towards approval of ToR for Limestone Mining Project having mine lease area of 11.33 ha located at Survey No. 78/5, N/V Ranavav, Tehsil: Ranavav, District: Porbandar, Gujarat of Sh. Deva Kara Bhutia.

**Ref: 1: Online application vide proposal No. IA/GJ/MIN/64676/2017 dated 13/05/2017, File no. 23-150/2018-IA.III (V)
2. Listed in 10th EAC Meeting (Violation category) on Agenda Item No. 10.3.2**

Dear Sir

Kindly find herewith required information for the subject cited project as follows:

Point No. I: LOI/mine lease (second renewal) along with the valid documentary proof from the state department of Mines and Geology.

As per the Government File No. MCR-102016-568-Chh-1, dated 5/4/2016 the validity period of the mining lease having an area of 11.33 ha located at Survey No. 78/5, N/V Ranavav, Tehsil: Ranavav, District: Porbandar, Gujarat of Sh. Deva Kara Bhutia under section 8 A of MMDR Act, 1957 as amended by MMDR Amendment Act, 2015 is under process at the Departmental level. Necessary document is hereby enclosed as **Annexure No. I.**

Point No. II: Details of past production of mine since its inception duly authenticated by Department of Mines & Geology, State Government.

The production certificate has been issued by the Mining Officer, Porbandar, Department of Geology and Mining, Govt. of Gujarat from the Year April 1994 till date. Enclosed as **Annexure No. II.**

Point No. III: Wild life clearance status.

I, have applied for the NBWL clearance, application for the NBWL permission has been submitted to the Deputy Forest Officer, Porbandar and presently is under process. Copy of application is enclosed as **Annexure – III**.

Point No. IV: Permission from DGMS as state highway (SH-27) is passing through mine lease area.

Permission will be applied from DGMS for State Highway and will be submitted.

Point No. V: Affidavit to be submitted regarding no drilling and blasting at the project site.

No drilling and blasting will be carried out at the project site, Affidavit regarding no drilling and blasting is enclosed as **Annexure-IV**.

Point No. VI: Documents related to mining lease transfer.

Document related to mine lease transfer is enclosed as **Annexure-V**.

Point No. VII: To submit the KML/Shape Files of the mine lease area at the time of presentation before EAC.

Agreed and will be complied.

On the basis of above said compliances I request you to please consider the same for the grant of ToR.

Thanking You

Your's faithfully



Deva Kara Bhutia
(Lessee)



File No.MCR-102016-568 -Chh-1
Government of Gujarat,
Industries and Mines Department,
Block No. 5, 4th Floor, Sachivalaya,
Gandhinagar.
Date: 29/06/2018.

To,
L M/s. Devabhai Karabhai Bhutia,
At. Porbandar, Gatrad Bhavan,
Satyam Park, Rajivnagar,
Dist. Porbandar.

- Subject: Extension letter of Lease period for 11.33.00 Hectares Mines at Survey No.78/5, Limestone of Village Ranavav, Taluka: Ranavav, District: Porbandar, Gujarat State.
- Read: (1) Office of the M/s. Devabhai Karabhai Bhutia, Letter Dated 05.04.2016.
(2) Industries and Mines Department letter No. MCR-102016-568 - Chh-1, dated 05.04.2016.
(3) Office of the M/s. Devabhai Karabhai Bhutia, Letter Dated 22.06.2018.

Sir,

With reference to your letter, Dated 22.06.2018, I am directed to inform you that the Lease period extension in terms of Section 8(A)(6) of the MMDR Amendment Ordinance Act, 2015 of Mining Lease of M/s. Devabhai Karabhai Bhutia, sanctioned in the 11.33.00 Hectares Mines at Survey No.78/5, Limestone of Village Ranavav, Taluka: Ranavav, District: Porbandar, Gujarat State is under consideration and orders will be issued in due course by the State Government.

2. This letter is issued in reply of your letter dated 22.06.2018.

Yours faithfully,



(K. N. Vasava)

Section Officer,

Industries and Mines Department



OFFICE OF THE GEOLOGIST

Geology and Mining Dept., Collector Office. Jilla Seva Sadan-1

Opp. Airport, Sandipani Road, Porbandar

Ph. (0286)-2220542 Fax No. (0286) 2220542


No: GP/account /pro-dis./2018/2652

Date: 16 .07.2018


- Verification of production and dispatch -

Dear Sir,

The mining lease situated at ranavav on the name of devabhai karabhai bhutiya survey no.78/5 , 11.33.00 H.The enclosure of production and dispatched material from year 1994 to 2018 has been attached year wise.


Geologist
Porbandar

DEVABHAI KARABHAI BHUTIYA		
1-4-1993 TO 31-03-2018		
YEAR	PRODUCTION	DISPATCH
1993	6317.3	6297.3
1994	43720	43740
1995	30697	30697
1996	22695.6	22695.6
1997	1688.655	1688.655
1998	9841.54	9841.54
1999	48373.66	48373.77
2000	41913.91	41931.91
2001	23395.54	23395.54
2002	28919.34	28919..34
JAN-02 TO MAR-02	7134.86	7134.86
2003-04	30323.23	30323.23
2004-05	29476.64	29476.64
2005-06	34792.625	34792.625
2006-07	21797.282	21797.282
2007-08	10488.215	10488.215
2008-09	18594.485	18594.485
2009-10	5682.539	2754.219
2010-11	3300	0
2011-12	0	0
2012-13	0	0
2013-14	0	0
2014-15	270	0
2015-16	44775	40554.17
2016-17	74400	76349.95
2017-18	30500	30620.7
TOTAL	569097.421	302886.376


 Geologist
 Geology & Mining Department
 Parbandar

FORMS

(All documents to be submitted in triplicate and signed in Blue ink)

PART-I

Proposal for Investigation and Survey in the National Park / Sanctuary

(Details to be provided by the Applicant)

1.	Name of the Organization	Mr. D K Bhutiya
2.	Aims and Objectives of the Proposed Project	Scientific Mining and trading of limestone in leased out area.
3.	Location and Map (1:50,000 scale) of the area duly authenticated by the competent authority to be investigated / Surveyed	Location and Map (1:50,000 scale) of the area duly authenticated by the Officer Incharge of the Barda Wild Life Sanctuary, Porbandar is enclosed.
4.	Whether investigation / survey requires clearing of vegetation	Not required. Project is outside the forest/protected area.
5.	If yes, please specify the extent (in Ha.)	NA
6.	Opinion of the Officer In Charge of the NP/WLS (Attach signed copy)	
7.	Opinion of the Chief Wildlife Warden (Attach signed copy). The following be included in the opinion:	
1	Brief history of the protected area	<p>Barda Wildlife Sanctuary is located at about 15 km from Porbandar, which faces Arabian Sea. Barda was a private forest of the princely State of Ranavav (Porbandar) and Jamnagar and, therefore, it is still popularly known as Rana Barda and Jam Barda. Entire area is the reserve forest and had been notified as Sanctuary in the year 1979. The sanctuary is distributed in two districts i.e. Porbandar and Jamnagar. The terrain is hilly with patches of flat plains at places, and the criss-crossing of numerous rivulets and streams. The sanctuary area has been surrounded by agriculture fields, wastelands and forests. The sanctuary has 192.31 sq. km. area, but has one of the most diverse floral compositions and a potential source of many medicinal plants.</p> <p>The two main ephemeral rivers are Bileshvary and Joghiri. Khambala and Fodara are important dams in the sanctuary. The area supports 750 maldhari families (4000 people) in 68 nesses. The agriculture fields and wastelands surrounding the forest area experiences acute water scarcity during summer. However, this green patch of forest provides ecological security and environmental stability, since it improves the water regime of the area by recharging the ground water and forming catchments for the minor dams in the Sanctuary. Located barely at distance of 20 km from the Arabian Sea, the forest is</p>

		standing as the guard against the salinity ingress in the region.
ii	Current status of wildlife	<p>Based on the Survey of India 1:50,000 Topo sheet (#41 G/14), the area falling within 10 km radius (Buffer Zone) from the Ranavav S. No. 78/5/P mining site was predominately dominated by three major habitat types such as: agricultural land (agro ecosystem), wastelands and forest areas. However, for the study purpose they have been delineated into six sub-habitat types according to the nature of vegetation existing and use of faunal species.</p> <p>1. Agro-ecosystem; it means areas currently under intensive agriculture use (irrigated lands, un-irrigated lands/rain fed irrigation) and its surrounding hedge vegetation (locally known as - wadis) owned by the private people. Since these areas are rich in moisture availability due to continuous cultivation it supports diverse floral and faunal species and formed major habitat of the buffer zone of the study area.</p> <p>2. Waste Land with Open scrub Forest; mainly small patches of waste lands (Gauchar lands, cultivable waste) with wild species of scrub vegetation and scattered tree species which belongs to revenue /government or private. These patches are not true and designated forest areas.</p> <p>3. Waste land with Prosopis Scrub; all the categories of waste lands (Gauchar land, permanent fallow lands) but purely – dominated with <i>Prosopis juliflora</i> (gandobaval) and lantana belongs to revenue or government.</p> <p>4. Stream Beds; this includes the area on the banks of seasonal rivers, streams and small nallahs.</p> <p>5. Water bodies: This habitat type includes; Talav, village ponds, dams, perennial rivers and streams located within the study area of covering 10 km radius from the core zone of the proposed mine project site.</p> <p>6. Forest land: This includes the forest area of Barda Sanctuary which is overlapping with the buffer zone of the concerned mine lease project area. This sanctuary area has three major forest types like: Acacia senegal dense thorn forest, riverine forest with mixed tree species, mixed forest with euphorbia domination.</p> <p>Ecological status of biota of the surrounding</p>

		<p>study area of limestone mine project has been assessed in terms of biodiversity covering different life forms of plant species (tree, shrub, herb, grass and others) and major faunal groups (amphibians, reptiles, terrestrial birds, aquatic birds and mammals). The baseline status of biota (plant and animals) discussed at five levels i.e., 1. Core zone: i.e., only the mine lease area, 2. Buffer zone inside the Sanctuary, 3. Buffer zone Naliyadhar Reserved forest, 4. Buffer Zone outside the sanctuary and 5. Study area: i.e., overall combining the status of the both core and buffer zones.</p> <p>Detailed report on status of flora and fauna is given in ISWAR study report Chapter 5.9 to 5.11 (Annexure-1).</p>
iii	Current status of pressures on protected areas.	<p>Flora:The entire buffer zone covering areas of outside and inside sanctuary and Naliyadhar Reserved Forest (NRF) recorded 360 plant species of which 210 species are herbs, 41 are shrubs, 51 are trees and 52 are climbers. This species list formed 97.66% of the overall study area (Table 4.2), and estimated species diversity of $H' 1.7$.</p> <p>Fauna:The sanctuary comprises 34 species of Herpetofauna, 164 species of Avifauna and 22 species of Mammals.</p> <p>Detailed report on status of flora and fauna is given in ISWAR study report Chapter 5 (Annexure-1).</p>
iv	Projected impacts of projects on wildlife, habitat management and access/ use of resource by various stakeholders.	<p>The mine lease area falls in survey no. 78/5/Pof the village Ranavav, Taluka-Ranavav, Dist- Porbandar. It is located at about 2km to the North East of Ranavav Town. The mine leases forms a part of the Survey of India toposheet No. 41 G/14(restricted) and is bounded by following co-ordinates:</p> <p>Latitude: 21° 69' 94.40" N Longitude: 69° 76' 57.69"E</p> <p>The mine lease area; core zone of Ranavav(11.33ha) is an existing mine lease and it fall under the land use of Government waste land. Further mine lease boundary is 1.877 km from the boundary of Barda Wildlife Sanctuary. In addition the proposed project is working lease and do not require any additional forest land. Due to these reasons, the above said impacts like: accusation of land from protected forest and thereby loss of true forest habitat was not visualized.</p> <p>A detailed study to assess the potential impacts due to proposed project activities on sanctuary and other forest areas was conducted by Retd. Prof. S.J. Pathak,</p>

		<p>Saurashtra University during 2009. The copy of Flora & Fauna study report is enclosed as Annexure - 2. The study concludes that: 1. The proposed mine lease is a waste land, located in the south-east of Barda Wildlife sanctuary. 2. The sanctuary is predominated by hilly terrain and isolated by agriculture and human habitations not connected with any other protected area and large extent of reserved forest through forest corridor. 3. The nearest reserved forests to the Barda Wildlife Sanctuary are located only in the eastern side and far from the sanctuary and they were also isolated by agriculture habitats, villages, roads and ephemerals rivers. 4. Only common species were found outside the sanctuary specifically in the agricultural habitats and waste lands with scrub vegetation. 5. These common species also do not show any specific spatial and temporal movement pattern with larger herds, due to wider availability of agriculture habitat around the sanctuary which they preferred to use. It can be concluded that due to the above discussed ecological and environmental setup of the Barda Sanctuary and the area in and around, the proposed mining activity will not have any impact on the wildlife of the sanctuary.</p> <p>Project specific likely impacts are evaluated and given in ISWAR study report section 6.9 (Annexure-1).</p>
V	Contiguous wildlife areas which would benefit wildlife if added to national park/ sanctuary.	The lease area is a government waste land and there is no reserved forest or protected forest land, villages or hutments within the Lease
vi	Other areas in the State which have been recommended by State Government, Wildlife Institute of India, BNHS, SACON, IISC, IUCN or other expert body for inclusion in protected area network.	NA
Signed Project Head Name Organization	Signed The Officer In Charge of the NP/WLS Office Seal	Signed The CWLW Office Seal

PART-II

(To be filled in by the Applicant)

1. Project details:

i	Copy of the Investigation and Survey report. (The report should include the dates of survey and the names of the investigators, surveyors and all officials of the concerned NP/WLS who remained present during the period)	
ii	Self contained and factual project report for which NP/WLS area is required (Enclose copy of the Project Appraisal document)	Not required Project mine lease does not include any protected area.
iii	Map (duly authenticated by the Divisional / District Head of the Department dealing With Forests and Wildlife) on a scale of 1:50,000 showing the boundaries of the NP/ WLS, delineating the area in question in red color).	
iv	Self contained and factual report of at least two alternatives considered by the project authorities along with technical and financial justification for opting national park/sanctuary area.	Not applicable The mine lease area existing mine lease and it fall under the land use of Government waste land.
v	Copy of the Bio diversity Impact Assessment report in case the proposal involves diversion of more than 50 ha.NP/WLS area.	The subject mine lease area (11.33ha) is less than 50 Ha is an existing mine lease and it fall under the land use of Government waste land. Diversion of any protected area is not proposed. Project specific likely impacts are evaluated and given in ISWAR study report section 6.3 (Annexure-1)

2. Location of the project/scheme

i	State/Union Territory	Gujarat
ii	District	Porbandar
iii	Name of the National Park/Sanctuary	Barda Wildlife Sanctuary

3. Details of area required (in Hectares only)

	(Provide breakup of the land use under the project, e.g., construction of dam, submergence, housing for staff, road etc)	The project site is existing lime stone mine lease which Proposed Site Landuse (after 5 Years): Mining pits around 9 Ha, Road/ Buildings 0.4 Ha, Plantation 1.93 Ha.
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4. Details of displacement of people, if any, due to the project

i	Total number of families involved in displacement	There will be no displacement of families.
ii	Number of scheduled caste/Scheduled tribe families involved in displacement	The project site is existing mine lease which is identified as government waste land and there is villages or hutments within the Lease. Hence proposed project does not involve any

		displacement of scheduled caste/Scheduled tribe families
iii	Detailed rehabilitation plan	The project site is existing mine lease which is identified as government waste land and there is villages or hutments within the Lease. Hence proposed project does not involve any rehabilitation of families.

5. Any other information relevant to the proposal but not covered in any of the columns above.

Signed



Project Head
Name
Organization

Date of submission to the Head of the National Park/ Sanctuary

PART-III

(To be completed by the Officer-in-Charge of the National Park/ Sanctuary completed and submitted to the Chief Wild Life Warden or officer authorized by him in this behalf within 30 days of the receipt of PART - II)

1	Date of receipt of the PART – II		
2	Total Area (Ha.) of national park/sanctuary		
3	Total area (Ha.) diverted form the NP/WLS so far for development purposes		
4	List the past projects and the areas (Ha.) diverted		
	Name of Project	Area Diverted	Year of Diversion
5	Positive impact(s) due to the diversion of area for the projects referred		
	Name of the Project(s)	Positive Impact	Scientific Basis of Assessment
(Attach separate sheet, if required)			
6	Negative impact/s due to the diversion of area for the projects referred to in column 4 above		
	Name of the Project(s)	Negative Impact	Scientific Basis of Assessment
(Attach separate sheet, if required)			
7	Management Plan Period		
Attach copy of the Management Plan/Management Scheme/Recommendation of chief Wildlife Warden			
8.	List Management actions taken/proposed to be taken in the whole Block/ Zone in which the proposed area is located.		
9.	Type of forest in which the proposed area falls.		
10	Location of the proposed area w.r.t. the critical/intensive wildlife management areas/wildlife habitats(attach Map to scale).		
11	List the likely POSITIVE AND NEGATIVE impact/s of the proposed project giving scientific and technical justification for each impact.		
12	Provide COMPREHENSIVE details of the impact of the proposal in terms of Section 29 and/or section 35(6) of the Wild Life(Protection) Act, 1972 as the case may be.		
13	Whether the project authorities have ever committed violation of the Wild Life(Protection) Act, 1972 or Forest Conservation Act,1980. If yes, provide the EXHAUSTIVE details of the offence		

	and the present status of the case.(Concealing or misrepresenting the facts will lead to rejection of the case in addition to any other penalty as prescribed under Law)	
14	Have you examined the Project Appraisal document and the alternatives as provide in PART-II?	
15	Have you examined the Bio diversity Impact Assessment Report?	
16	If Yes, please give your comments on the recommendations given in the report?	
17	Dates and duration of your field visits to the proposed site.	
18	Do you agree that the present proposal of diversion of NP/WLS area is the best or the only option and is viable.	
19	Any other information that you would like to bring to the notice of the State Board for Wildlife, National Board for Wildlife or its Standing Committee that may be relevant and assist in decision making.	
20	Do you recommend the project.	

(Please provide full justification to support your recommendations)

Signed by



The Officer In Charge of the NP/WLS

Official Seal

Date of submission to the Chief Wild Life Warden or any other officer authorized by him in this regard

PART-IV

(To be completed by the Chief Wildlife Warden Within 15 days of the receipt of PART – II and PART - III)

1	Date of Receipt of Part-II and Part-III by the Chief Wild Life Warden or the officer authorized by him in this regard	
2	Do you agree with the information and recommendations provided by the Officer-in-charge in Part-III?	
3	If not, please provide the reasons	
4	Have you visited the site yourself and held discussions with the applicant?	
5	Do you agree that the present proposal for permitting use of NP/WLS area is the best option or the only option, and is viable?	
6	Please provide specific comments w.r.t. Section 29 of the Wild Life (Protection) Act, 1972	
7	Any other information that you would like to bring to the notice of the State Board for Wildlife, National Board for Wildlife or its Standing Committee that may be relevant and assist in decision making	
8	Do you recommend the project? (Please provide full justification to support your recommendations)	
9	Conditions, if any, to be ensured in the interest of protection and conservation of wildlife for allowing use of the area?	


Signed by

The Chief Wildlife Warden
Name
State
Official Seal

Date of submission to the State Government

PART - V

(To be completed by the Department in Charge of Forestry and Wilde Life in consultation with the State Board for Wild Life within 30 days of the receipt of Part – II, Part – III and Part – IV)

1	Date of Receipt of Part-II, Part-III and Part-IV by the Department	
2	Do you agree with the recommendation(s) of the Chief Wildlife Warden	
3	If not, please provide the reasons	
4	Did you provide Part-II, Part-III, and Part-IV to the members of the State Board for Wild Life?	
5	Attach copy of the opinion of the State Board for Wild Life	
6	Give details of the recommendations of the State Government	



Signed by

The Principal Secretary

Name

State

Official Seal

Date of submission to the Central Government

-:અરજદારને માહિતી આપવા બાબત :-

પ્રેષક,

જાહેર માહિતીઅધિકારીશ્રી અને

મદદનીશ વન સંરક્ષકશ્રી,

નાયબ વન સંરક્ષકશ્રીની કચેરી,

પોરબંદર વન વિભાગ, ફોરેસ્ટ કોલોની, રામ મંદિર સામે, ચોપાટી મેદાન પાસે,

પોરબંદર. પીન કોડ નં. ૩૬૦ ૫૭૫

ફોન નં. (૦૨૮૬) ૨૨૪૨૫૫૧,

ઈ-મેઇલ: dcfpbr@gmail.com

ક્રમાંક : ક/મા.અધિ./ટે.૧/

૪૮ /૧૭-૧૮, તા.૨૭-૦૬-૨૦૧૭.

પ્રતિ,

શ્રી.દેવાભાઈ કારાભાઈ ભુતિયા,

ઠે.ગાત્રાળ ભવન ગરબી ચોક,

રાજીવ નગર, પોરબંદર.

વિષય: રાઈટ ટુ ઈન્ફોર્મેશન એક્ટ-૨૦૦૫ હેઠળ માહિતી મળવા બાબત.

સંદર્ભ: (૧) આપશ્રીની તા.૧૪-૦૬-૨૦૧૭ નાં રોજની અરજી.

(૨) અત્રેની કચેરીના પત્ર ક્રમાંક :

(અ) ક/મા.અધિ./ટે.૧/૪૨, તા.૨૩/૦૬/૨૦૧૭.

(બ) ક/મા.અધિ./ટે.૧/૪૭, તા.૨૭/૦૬/૨૦૧૭.

શ્રીમાન,

માહિતીનો અધિકાર અધિનિયમ ૨૦૦૫ હેઠળ માહિતી / દસ્તાવેજો આપવા માટેની વિનંતી કરતી તા.૧૪/૦૬/૨૦૧૭ ની આપશ્રીની અરજીનાં અનુસંધાનમાં. આપશ્રીએ જે જરૂરી માહિતી / દસ્તાવેજો માંગેલ છે, તેમાંથી અત્રેને પ્રાપ્ય આંશિકમાહિતી / દસ્તાવેજો નીચે પ્રમાણે આપવામાં આવે છે.

ક્રમ	મુદ્દો	જવાબ
૧	ભારત સરકારશ્રી ના તા. ૨૮/૦૪/૨૦૧૭ના રોજ એકસ્ટ્રાઓર્ડીનરી પાર્ટ-૨ સેક્શન-૩ સબસેક્શન (૨) થી જાહેરનામુ પર્યાવરણ વન અને જલવાયુ પરિવર્તન મંત્રાલય તરફથી ગેઝેટ પ્રકાશિત થયેલ છે. જે અનુસંધાને માહિતી માંગવાની કે, ઈકો સેન્સેટીવ ઝોનની હદ ક્યાં સુધી છે? જેની વગિતવાર સાધનકિ કાગળો સાથે માહિતી આપવા વિનંતી.	ભારત સરકારશ્રી વન અને પર્યાવરણ અને મોસમ પરિવર્તન મંત્રાલયની અધિનિયમ સુચના S.O.1365 (E) તા. ૨૮/૦૪/૨૦૧૭ના રોજ પ્રસિધ્ધ થયેલા બરડા ઈકો સેન્સેટીવ ઝોનના નોટીફિકેશનની નકલ આપશ્રીને આપવામાં આવે છે. જેમાં પાના નં. ૨૭ પર બરડા ઈકો સેન્સેટીવ ઝોનની હદ નક્કશામાં બતાવેલ છે. તથા પાના નં. ૨૮ અને ૨૯ પર ઈકો સેન્સેટીવ ઝોનની હદ પર આવેલા કો-ઓર્ડિનેટ જણાવેલ છે.
૨	ઈકો સેન્સેટીવ ઝોનની હદ પુરી થઈ જાય તે પછી ખનન કામગીરી કરવા માટે કોઈ વધારાના મીટર મુકવાના હોય છે કે કેમ, તેની સ્પષ્ટ લેખીતમાં સાધનિક કાગળો સાથે માહિતી આપવા વિનંતી.	ઈકો સેન્સેટીવ ઝોનની હદ પૂર્ણ થઈ ગયા પછી ખનન કામગીરી કરવા માટે કોઈ પેરામીટર્સનો ઉલ્લેખ ઉપરોક્ત જાહેરનામામાં કરવામાં આવેલ નથી. આવા કોઈ પેરામીટર્સ ન હોઈ તે અંગેની માહિતી આપવાની થતી નથી.
૩	ઈકો સેન્સેટીવ ઝોનનો હદ પુરી થયા બાદ વન વિભાગ ના કોઈ કાયદા હેઠળ ખનન પ્રવૃત્તિ પર કોઈ નિયંત્રણ છે કે કેમ?	ઈકો સેન્સેટીવ ઝોનની હદ પૂર્ણ થયા પછીના રેવન્યુ વિસ્તારમાં ભારતીય વન અધિનિયમ-૧૯૨૭ કે વન્યપ્રાણી (સંરક્ષણ) અધિનિયમ-૧૯૭૨ની કોઈ જોગવાઈ હેઠળ ખનન પ્રવૃત્તિ પર કોઈ નિયંત્રણ ન હોવાને લીધે આવી કોઈ માહિતી રેકર્ડ પર નથી.

આપ ઉપર નિર્ણયથી નારાજ થયેલ હોય તો, નિર્ણય મળ્યાની તારીખ થી ત્રીસ દિવસની અંદર આપ શ્રી.એસ.જે.પંડિત, નાયબ વન સંરક્ષક, નાયબ વન સંરક્ષકશ્રીની કચેરી, ફોરેસ્ટ કોલોની, ચોપાટી મેદાન પાસે, રામ મંદિર સામે, પોરબંદર-૩૬૦૫૭૫, ફોન નં.૦૨૮૬-૨૨૪૨૫૫૧ તથા ફેક્સ નં. ૦૨૮૬-૨૨૧૦ ૩૭૩ ને અપીલ કરી શકો છો.

બિડાણ : ઉપરની વિગતે માહિતી પાના-૦૭.

Form G
(See Rule-4(1))
To give information to applicant

From:
Public Information Officer,
Assistant Forest Security Officer,
Dy. Forest Security Office,
Forest Department, Forest Colony, Opp. Ram Mandir, Nr. Chopati Ground,
Porbandar, Pin Code No. 360575
Phone No. (0286) 2242551,
E-mail: dcfpbr@gmail.com
Sr. No. : K/Ma. Adhi./Te.1/ 48/17-18, dated 27-06-2017.

To,
Shri Devabhai Karabhai Bhutiya,
R/o. Gatrul Bhavan, Garbi Chok,
Rajiv Nagar, Porbandar.

Subject: To get information under Right to Information Act-2005.

Reference: (1) Your application dated 14-06-2017.
(2) This office letter No.:
(a) K/Ma.Adhi/Te.1/42, dated 23-06-17.
(b) K/Ma.Adhi/Te.1/47, dated 27-06-17.

Gentleman,

As per your application dated 14-06-17, it is requested to give information / document. You have demanded necessary information / documents, from which available information / document is given as under.

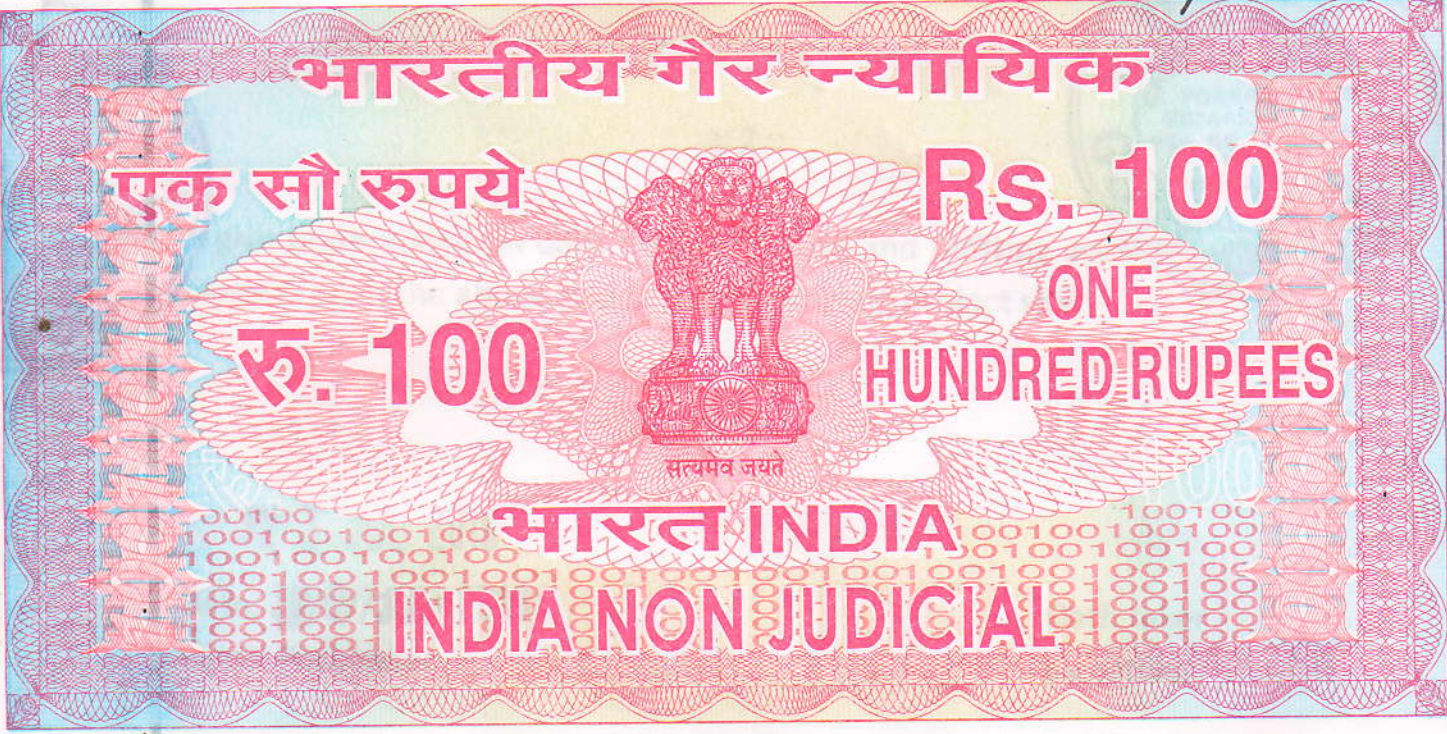
Sr. No.	Issue	Answer
1	Gazette has been published on 28/04/2017 vide Extraordinary Part-2, Sub-section (2) Environment Forest and Water Gas Change Ministry of Indian Government. In this regard, I No. 27, the limit of Bards Eco-sensitive Zone limit? It is requested to provide information along with detailed documents.	A copy of Indian Government Forest Environment and Weather Change Ministry Direction S.O.1365 (E), dated 28/04/2017 Notification is to be given to you in which on page No. 27, the limit of Bards Eco-sensitive Zone, is shown in the map and on page No. 28 and 29, coordinate has been shown situated on Eco-sensitive Zone limit.
2	After the limit of Eco-sensitive Zone, to do excavation work, how many extra parameter is to be left, it is requested to give information in written along with authentic document.	No any detail is mentioned in above publication that after the limit of Eco-sensitive Zone, to do excavation work, how many extra parameter is to be left. Therefore, it is not give.
3	After the limit of Eco-sensitive Zone, to do excavation work, there is any control of Forest Law.	After the limit of Eco-sensitive Zone, in Revenue area, there is no any control for excavation work under Indian Forest Act or Wild Life Protection Act such information is not available on record and hence, it is not given.

Thus, if you aggrieved with the above decision, you can file an appeal before Shri S. J. Pandit, Dy. Forest, Dy. Forest Office, Forest Colony, Near Chopati Ground, Opp. Ram Mandir, Porbandar - 360575, Phone No. 0286-2242551 and Fax No. 0286-2210373 within 30 days from the date of received this order.

Encl: As above information page - 07

Public Information Officer,
&
Assistant Forest Protector,
Forest Department,
Porbandar,

23 JUL 2018 2245/18



गुजरात गुजरात GUJARAT

BG 369886

अनु. नं. 39/18

अरीद्वारनु नाम श्री

देवा. हरि. भुतिया

रवेबासे

स्टेथ वेन्डरनी सही

सरनामु

धनसुभलाल युनीलाल भेषी

तारीख

31/12/2017

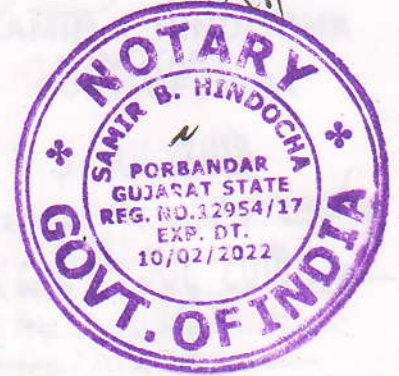
स्टेथ वेन्डर ला. नं. 6

डॉर्ट इम्पाउन्ड, पोर्बन्दर

अरीद्वारनी सही

[Signature]

[Signature]



AFFIDAVIT

I, Devabhai Karabhai Bhutiya Lease holder of Limestone mining project located at Survey No. - 78/5 , village Ranavav, Tehsil: Ranavav, Distt: Porbandar, Gujarat having Lease Area- 11.33 Hect. state on oath that -



:: 2 ::



I, give undertaking on oath that no Drilling and Blasting activities will be carried out in the above said Limestone mining project site.

23 JUL 2018

Date: 23/07/2018

Place: Porbandar

Oath taker
Signature

ભારત સરકાર
Government of India

ભુતિયા દેવાભાઈ
Bhutiya Devabhai
જન્મ તારીખ / DOB : 28/07/1967
પુરુષ / Male

5991 6151 1092





Devabhai Karabhai Bhutiya
(Lease holder)

SOLEMNLY AFFIRMED
BEFORE ME
SAMIR B. HINDOCHA
NOTARY
GOVT. OF INDIA

23 JUL 2018
RG. SERIAL No. 2295/13
DATE 23 JUL 2018
BOOK No. 3
PAGE No. 165

SAMIR B. HINDOCHA
NOTARY
GOVT. OF INDIA

23 JUL 2018



23 JUL 2018



No. MCP-1575 (K-22)8275/CIS,
Industries, Mines and Power Department,
Sachivalaya, Gandhinagar,
Dated the 12 JAN 1976

To,

Shri Kalkoria Rasiklal Jamsadas,
Near Panch Hatadi Road,
Kutiyana (36269)
(District Junagadh).

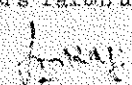
Subject:- Grant of Mining Lease for Limestone in Ranavav
Village of Ranavav Taluka of Junagadh District.

...

Sir,

I am directed to refer to your application dated
15th January, 1975 on the above mentioned subject, and to
enclose a copy of Government Order, Industries, Mines
and Power Department No. MCP-1575 (K-22)8275/CIS, dated
the 12th January, 1976 for your information. You may approach
the Collector of Junagadh District, Junagadh for execution
of Mining Lease. I am to add that if the Mining Lease is not
executed within six months of the date of order sanctioning
it, the order sanctioning it may be revoked under the
provision of Rule 31(1) of the Mineral Concession Rules, 1960.

Yours faithfully,


Under Secretary to the Government of Gujarat,
Industries, Mines and Power Department.

Government of Gujarat,
Industries, Mines and Power Department,
Sachivalaya, Gandhinagar,
Dated the 12th January, 1976.

O R D E R :

No. MCR-1575 (K-22)/B275/CHH : In exercise of the powers conferred by Section 10 of the Mines and Minerals (Regulation and Development) Act, 1957 Government of Gujarat is pleased to sanction the grant to Shri Katkoria Resiklal Jannadas, Near Panoh Hatadi Road, Kutiyana (S 62650) District, Junagadh of a Mining lease for Limestone, for twenty years in respect of the area in the Junagadh District detailed below :-

Taluka	Village	Survey Number	Area
Ranavav	Ranavav	70/5	28-00

i.e. nearly 11.33 hectares.

2. The grant of the above lease is subject to the terms and conditions mentioned below :-

- a) Mining lease shall be in respect of limestone only. If any other minerals are found in association with this mineral, they should be brought to the notice of Government and if the lessee desire to mine these minerals alongwith the mineral for which lease is granted, they should do so only after the consent of the State Government, is obtained in writing.
- b) Royalty at the rate specified for the mineral limestone in Schedule IInd of the Mines and Minerals (Regulation and Development) Act, 1957 as amended from time to time and dead rent at the rates mentioned in the IIIrd Schedule of the said Act as amended from time to time whichever is greater shall be charged, provided that the dead rent shall not be payable for first year of the lease.
- c) Surface rent and water rate at such rate not exceeding the land revenue, water rate and cesses assessable on the land shall be charged.
- d) If beryl or any other substances prescribed under Section 3 of the Atomic Energy Act, 1948 (No. XXIX of 1948) is found to occur in the property under the lease, the lessee shall make available such mineral to the Government.
- e) The lease shall be subject to the provisions of (i) the Mines and Minerals (Regulation and Development) Act, 1957 (67 of 1957) (ii) the Mineral Concession Rules, 1960 (iii) the Mineral Conservation and Development Rules, 1958 as amended from time to time.
- f) The lessee shall furnish to the Collector of Junagadh an accurate map of the area sanctioned under the lease together with the description giving the situation and boundaries duly attested by the District Inspector of Land Records. The Collector is authorised to get the area demarcated before execution of the Mining lease and recover the cost from the deposit of ₹ 500/- paid for preliminary expenses.

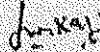
- e) The lessee shall pay to the Collector of Junagadh necessary security deposit Rs. 1,000/- for due observance of the terms and conditions of lessee in accordance with rule 32 of the Mineral Concession Rules, 1960 before the lease is issued to him.
- h) The lessee shall submit confidentially from time to time or when required progress report to the Director of Geology and Mining, Ahmedabad 16, or an officer authorised by him along with the samples of the ores collected during the mining operations together with the analysis report.
- i) The lessee shall not use or sell the said mineral or deal with it in whatsoever manner or knowingly allow any one to use or sell the said mineral or deal with it in whatsoever manner as a minor mineral.
- j) If any bauxite is found or traced from the said areas, the lessee shall on demand by the Government or an officer authorised by the Government or the Collector, surrender the mining lease forthwith without claiming any compensation, of any kind including inter alia any claim for land, minerals, machineries, equipments, or for loss of business or trade.
- k) The lessee also undertakes that, if the limestone own by him from said land is not, required for an industrial unit to be set up by himself, he shall deliver the limestone for utilisation in any industrial plant like Cement or Soda Ash Plant or such other industrial unit as Government may directly set up or may be set up by any other party within the State of Gujarat to whom the State Government (on notice of not less than six months) may direct the lessee to deliver the limestone and in such an event, the price and other terms of such a supply arrangements on long term basis shall be mutually agreed upon between the lessee and such other party. In the event of any dispute arising between the lessee and such other party in regard to the said supply arrangements, the point of dispute shall be settled by the State Government and, in case the lessee is still aggrieved by the decision of the State Government on such point, the lessee shall have the right to appeal to the Central Government.

3. The following clause 21-A over and above standard pre-emption clause in favour of the State Government, contained in the clause 21 of part VII of the model form of the Mining Lease (Form (K) shall be introduced in the mining lease deed).

21-A Subject to the rights of the State Government and the obligations of the lessee under clause 21 above, the lessee hereby undertakes that in respect of all flux or fettling grade limestone/dolomite (that is, with acid insolubles of Alumina and Silica less than 15 percent) he shall win from the leased area, the lessee shall:-

- a) Offer the first option of purchase to the Hindustan Steel Limited, Ranchi, at such price and other terms as may be agreed upon between the lessee and the said Hindustan Steel Limited, in advance from year to year (such price and terms being not less favourable than those prevalent in the particular year in the market) and
- b) To the extent, the said Hindustan Steel Limited, do not exercise that first option in the particular year, offer the second option of purchase to any other steel plant in the country at such price and other terms as may be agreed upon between the lessee and such other steel plant before otherwise disposing of such limestone /Dolomite.
- c) In the event of any disagreement or dispute arising between the lessee and the said Hindustan Steel Limited, (or other Steel Plant) relating to the price or any other matters relating to the exercise of the options aforesaid the point at dispute shall be referred to the State Government for decision provided further that in case the lessee or the said Hindustan Steel Limited (or other steel plant) is still aggrieved by the decision of the State Government on such point the matter shall be referred to the Secretary to the Government of India in the Ministry of Steel and Mines (Department of Mines) and the decision of the said Secretary or any officer nominated by him for the purpose, as the case may be, shall be final and binding on all concerned.

By order and in the name of the Governor of Gujarat,



J.M. Kaji

Under Secretary to the Government of Gujarat,
Industries, Mines and Power Department.

Transfer of Mining Lease of Limestone in
Village Buvav of Buvav Taluka of
Junagadh District from Shri Basaklal
Jamanadas Kathoria to Shri Devabhai
Karabhai Bhutya.

Government of Gujarat,
Industrial & Mines Department,
Sachivalaya, Gandhinagar,
Gandhinagar, Gandhinagar,
Dated: 12 Apr 1993.

- (1) Government Order, I.M.L.P.D. No. MCF/1575/(K-22)/9273/CHM,
dated 12/1/93.
- (2) Government Order, Industrial & Mines Department,
No. MCF/1575/(K-22)/9273/CHM, dated 1/1/93.
- (3) Mining Lease deed dated 21/5/76.
- (4) Application dated 4/2/93 from Shri Basaklal Jamanadas
Kathoria and Shri Devabhai Karabhai Bhutya.
- (5) Collector Junagadh letter No. CJ/41/175/1569,
dated 19/1/93.
- (6) D.G.M. Letter No. ML/2453/CHM/506, dated 30/3/93.

ORDER :-

No. MCF/1575/1074/CHM :- In exercise of the powers conferred
by rule 37 of the Mineral Concession Rules, 1960. Sanction is
hereby accorded to transfer the Mining Lease for Limestone in
Schedule mentioned below from the name of Shri Basaklal Jamanadas
Kathoria to Shri Devabhai Karabhai Bhutya subject to following
conditions :-

- (1) The transferee shall pay royalty for Mineral indicated in
the below mentioned schedule at per the rate specified in the
II Schedule of the Mines and Minerals (Regulation and Development
Act, 1957 (67 of 1957) as amended from time to time or dead
rent at the rates specified in the III Schedule of the said Act
as amended from time to time whichever is higher.
- (2) The transferee shall pay surface rent and water rate at
such rate not exceeding land revenue and water rate and cesses
assessable on the land.
- (3) The instrument of transfer should be registered within
three calendar months from the date of its execution.
- (4) A copy of the registered documents of transfer shall be
sent to the Collector of Junagadh, District Junagadh and Director
of Geology & Mining, Ahmedabad to the Government (one copy).
- (5) The transferee should enter into an agreement with
Government in form 'C' that after the transfer it will be bound
to all the provisions in the lease in the same as if the lease
was originally granted to him.
- (6) The transfer shall be valid for the remaining period of
lease only.

FORM 6
Model Form for Transfer of Mining Lease
(See rule 37 A)

When the Transferor is an individual

This indenture made this 21st day of April, 1920
Shri Ram Prasad Singh, 1234 Main St., New York, N.Y.
Between: Shri Ram Prasad Singh, 1234 Main St., New York, N.Y. (Name of the person with address and occupation (hereunder referred to as the "transferor" which expression shall where the context so admits be deemed to include his heirs, executors, administrators representatives and permitted assigns).

When the transferors are more than one individual

A. B. (Name of the person with address and occupation) and C. D. (Name of person with address and occupation) (hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives & their permitted assigns)

When the transferor is a registered firm

A. B. (Name of the person with address of all the partners) and carrying on business in partnership under the firm name and style of N. P. (Name of the firm) registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at (hereinafter referred to as the "transferor" which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns).

When the transferor is a registered company

A. B. C. (Name or company registered under (Act under which incorporated) and having its registered office at N. P. (Address) hereinafter referred to as the "transferor" which expression shall where context so admits be deemed to include its successors & permitted assigns) of the first part.

Witness My Hand
3/25/20

[Signature]

And

When the transferee is an individual
..... (Name of person with address and occupation) (hereinafter referred to as the "transferee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representative and permitted assigns).

When the transferees are more than one individual
..... (Name of the person with address and occupation) (hereinafter referred to as the "transferees" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns).

When the transferee is a registered firm
..... (Name and address of all the partners all carrying on business in partnership under the firm name and style of)
(Name of the firm) registered under the Indian Partnership Act, 1912 (9 of 1912) and having their registered office at
..... hereinafter referred to as the "transferee" which expression where the context so admits be deemed to include all the said partners/ their respective heirs, executors, legal representatives and their permitted assigns).

When the transferee is a registered company
..... (Name of the company) a company registered under the Act under which incorporated) and having the registered office at (Address)
(hereinafter referred to as the "transferee" which expression shall where the context so admits be deemed to include its directors and permitted assigns) of the second part.

And

The Government of (hereinafter referred to as the "Government" which expression shall where the context

20/11/2014
S. S. S. S.

Handwritten signature

to admit to be deemed to include the successors and assigns) of the third part.

Whereas by virtue of an indenture of lease dated the 21/1/1930, and registered as No. 1000/1930, in the office of the Sub-Registrar of [Place] (hereinafter referred to as lease) the original whereof is attached hereto and marked 'A' entered into between the State Govt. (herein called the lessor) and the transferee (herein called the lessee), the transferee is entitled to search for, win and work the mines and minerals in respect of [minerals] (names of mineral/s) in the lands described in the Schedule there and also in schedule annexed hereto for the term and subject to the payment of rents and royalties and observance and performance of the lessor's covenant and conditions in the said deed of lease reserved and contained including a covenant not to assign and lease or any interest thereunder without the previous sanction of the State Government.

And whereas the transferee is now desirous of transferring and assigning the lease to the transferee and the State Govt. has, at the request of the transferee, granted (with the prior approval of the Government) permission to the transferee vide order No. 1000/1930 dated 12/1/31 to such a transfer and assignment of the lease upon the condition of the transferee entering into an agreement in and containing the terms and conditions hereafter set forth.

Now the Deed witnesseth as follows:

1. In consideration of Rs. 1000/- paid by the transferee to the transferee, the receipt of which the transferee hereby acknowledges, the transferee hereby conveys, assigns and transfers unto the transferee all the rights and obligations under the said hereinbefore recited lease and to hold the same unto the transferee with effect from 1/1/1931 for the unexpired period of the said lease.

Signature
12/1/31

Signature

2. The transferee hereby covenants with the State Government that from and after the transfer and assignment of the lease the transferee shall be bound by, and be liable to perform, observe and conform and be subject to all the provisions of all the covenants, stipulations and conditions contained in said hereinbefore recited lease in the same manner in all respects as if the lease had been granted to the transferee and the lessee thereunder and he had originally executed it as such.

3. It is further hereby agreed and declared by the transferor of the one part and the transferee of the other part that:

(i) The transferor and the transferee declare that they have ascertained that the mineral rights over the area for which the mining lease is being transferred vest in the State Govt.

(ii) The transferor hereby declares that he has not assigned, sublet, mortgaged or in any other manner transferred the mining lease now being transferred and that no other person or persons has any right, title or interest whereunder in the present mining lease being transferred.

(iii) The transferor further declares that he has not entered into or made any agreement, contract or understanding where by he had been or is being directly or indirectly financed to a substantial extent by or under which the transferor's operation or undertakings were or are being substantially controlled by any person or body of persons other than the transferor.

(iv) The transferor further declares that he has furnished an affidavit alongwith his application for transfer of the present mining lease specifying therein the amount that he has already taken/ proposes to take as considerations from the transferee.

(v) The transferee further declares that he is financially capable of and will directly undertake mining operations.

(vi) The transferee holds a Certificate of approval and Income Tax Clearance Certificate in form 'G' from the Income Tax Officer concerned.

2. 2. 2. 2. 2.

3. 3. 3. 3. 3.

(vii) The transferor has supplied to the transferee the original or certified copies of all plans of abandoned workings in the area and in a belt of 65 metres wide surrounding it.

(viii) The transferee hereby further declares that as a consequence of this transfer the total areas which hold by him under mineral concessions are not in contravention of section 6 of the Mines and Minerals Regulation and Development Act, 1957 or rule 35 of the Mineral Concession Rules, 1960.

(ix) The transferor has paid all the rent, royalties and other dues towards Govt. till this date, in respect of this lease.

In witness whereof the parties hereto have signed on the date and years first above written.

SCHEDULE - I

Location and area of the lease.

All that tract of lands situated at Village No. (Description of area or areas)..... Karnavati..... in (Paragana) in Karnavati..... the Registration Dist. Vadodra..... Sub-Dist. Pol Vadra..... and Thana. Karnavati..... bearing Cadastral Survey nos. 147/1..... containing an area of 16.82..... or thereabout delineated on the plan hereto annexed and thereon coloured..... and bounded as follows :-

- ON THE NORTH BY
- ON THE SOUTH BY
- ON THE EAST BY
- AND
- ON THE WEST BY

} as per original lease deed of plan

Signed by Shri. D. S. Singh, Head Collector for and on behalf of the State Govt. in the presence of Junagadh Dist. Junagadh

[Signature]
COLLECTOR,
Junagadh Dist. Junagadh

- 1. Shri. D. S. Singh, Head Collector, Junagadh
- 2. B. P. Mehta, Head Clerk, Junagadh

[Signature]
Geologist
Geology and Mines Deptt.
Junagadh.

[Signature]
Signature of Transferor
in presence of witnesses.

- 1. Shri. T. D. D. ...
- 2. Vach. B. R. ...

[Signature]
Signature of Transferee
in the presence of

- 1. Shri. D. S. Singh, H.T.
- 2. Vach. B. R. ...

in Part VIII of the said Schedule as 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 and year first above written.

The Schedule above referred to is for the cont. of *Chandernagar* *Land* *Lease* *and* *franchise* *Dept.* *Geological*, *Central* *India* *1917*
 No. *area* *1575* *(K-22)* *927/CHH* *etc.* *12th* *Jan* *1917*

PART I

The Area of this lease

All that tract of lands situated in *Chandernagar* (Description of area or areas) in (Pargana) in *Chandernagar* the Registration District of *Chandernagar* Sub-District *Chandernagar* and Thana *Chandernagar* bearing Cadastral Survey Nos. *7575* containing an area of *9.25* ac (or thereabouts delineated on the plan hereto annexed and thereon coloured and bounded as follows:

- On the North by
- On the South by *his* *per* *the* *map* *attached*
- On the East by
- and
- On the West by

hereinafter referred to as "the said lands"

PART II

Liberties, Powers and Privileges to be exercised and enjoyed by the lessee/lessees subject to the restrictions and conditions in Part III

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/minerals.
2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive, make, maintain and use in the said lands and pits, shafts, inclines, drifts, levels, water-ways, air-ways and other works (and to use, maintain down or extend any existing works of the like nature in the said lands).
3. Liberty and power for or in connection with any of the purposes mentioned in this part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, furnaces, coke, ovens, brickkilns, workshops, store-houses, 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, aircraft landing grounds and other ways in or over the said lands and to use, maintain and go and ropass with or without horses, cattle, wagon, aircrafts, 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.
5. Liberty and power for or in connection with any of the purposes mentioned in this part to quarry and get stone, gravel and other buildings and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such material bricks or tiles.
6. 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 Collector 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 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 as so 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 enter upon land and search for mine, etc.

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

To erect, construct, maintain and use any machinery, plant, etc.

To make roads and ways, etc. and use, maintain and go and ropass with or without horses, etc.

To get stone, gravel and road materials, etc.

To use water from streams, etc.

Chandernagar *Land* *Lease*

To use land for stacking, loading, depositing purposes.

Beneficiation and conveyance away of production.

To make coke to be used in case of emergency.

To clear brushwood and to fell and utilize trees, etc.

No building, etc. upon certain places.

Termination for surface operations in a land not already in use.

To cut trees in unreserved lands.

7. 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 there in 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.

8. (a) Liberty and power to enter upon and use a sufficient part of the said lands to beneficiate any ore produced from the said lands and to carry away such beneficiated ore.

(b) Liberty and power upon the said lands to convert into coke any coal or coal dust produced from the said lands and to carry away such coke.

9. 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 under-growth and brushwood 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 trees or timber felled and utilised by them / him at the rates specified by the Collector or the State Government.

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 ground, burning or burial ground or place held sacred by any class of persons or any house or village site, public road or other place which the State Government may determine as public ground nor 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 is already occupied by persons other than the State Government for work or purposes not included in this lease. The lessee / lessees shall not also interfere with any right of way, well or tank.

2. Before using for surface operations any land which has not already been used for such operations, the lessee / lessees shall give to Collector of the District two calendar months previous notice in writing specifying the name or other description of 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 the receipt by him of such notice unless the objections so stated shall on reference to the State Government be annulled or waived.

3. The lessee / lessees shall not without the express sanction of the Collector cut down or injure any timber or trees on the said lands but may without such sanction clear away any brushwood or undergrowth which interferes with any operations

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Part III clause 4 - after clause 4

The lessee/lessees shall pay such compensation as may be assessed by the chief conservator of Forests for damage caused to the land in any area of the reserved forest on account of the mining operations carried out in such area. The compensation for such damage shall be based on the value of the standing trees in the said area and twenty times the sum of annual revenue derived by Government from such land immediately before the grant of lease

except under and in accordance with the written permission of the authority having the "ropeway" or from any reservoir, canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Collector or any other Officer authorised 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. In the case of village roads no working shall be carried on within a distance of 10 metres of the outer edge of the cutting except with the previous permission of the Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission [No. 1 (51)/65-M-II, dated 20th February 1959].

2-88888 25/11/59

Explanation — For the purposes of this clause the expression 'Railway Administration' shall have the same meaning as it is defined to have in the Indian Railway Act, 1890, by clause (6) of section 3 of that Act. 'Public Road' shall mean a road which has been constructed by artificially surfaced as distinct from a track resulting from reprinted use. Village road will include any track shown in the revenue record as village road.

6. The lessee/lessees shall allow existing and future holders of Government licences or leases over any land which is comprised in or adjoins or is reached by the land held by the lessee/lessees reasonable facilities of access thereto:

Facilities adjoining Government licences and leases.

PROVIDED THAT no substantial hindrance or interference shall be caused by such holders of licences or leases to the operations of the lessee/lessees under these presents and fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reason of the exercise of this liberty.

Part IV

1. Liberty and power for the lessee/lessees

2. State Government

The lessee/lessees shall maintain a pass-book for the use of the lessee/lessees and shall before the expiry of the term of the lease attach two parts from the pass-book to be drawn up by the person in charge of the vehicle, the driver of the vehicle or the person in charge of the cart, wagon, carriage, or other vehicle, and the driver of the cart, wagon, carriage, or other vehicle, who shall verify whether the weight of the vehicle, cart, wagon, carriage, or other vehicle, as stated in the pass-book, is not in excess of the weight specified in the pass-book. The lessee/lessees shall be liable to pay to the State Government (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reason or in consequence of the exercise of such liberty and power.

2. Liberty and power for the State Government or any lessee or person authorised 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, roads, or pipelines for any purpose other than those mentioned in Part II of these presents and to get from the said lands stones, gravel earth and other materials for making maintaining and repairing such railways, tramways and roads or any existing railways and roads and to go and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, locomotives or other vehicles over or along any such railways, tramways, roads, lines and other ways for all purposes and as occasion 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 and that fair compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reason or in consequence of the exercise of such liberty and power.

To make railways and roads.

Part V Royalties-1 and 2

2. State Government

1. The lessee shall pay for every year except the first year the lease commences as specified in clause 1 of the first schedule of these presents the holder of such mining lease or other lease, to pay royalty for a year, or for a shorter period or as stated by him or by his agent, or trustee or sub-lessee from the leased area, he shall be liable to pay either such royalty or the dead rent as may be specified in the area whichever is higher.
2. Subject to the provisions of clause 2 of this part, during the subsistence of the lease, the lessee/lessees shall pay to the State Government a dead rent for the lands described in part 1 of this schedule at the rate for the lands specified in the Third schedule to the act, in the case of lands specified in the Third schedule to the act, as may be specified in this schedule.

writing to the lessee / lessees by the State Government per hectare of the lands demised and described in Part I of this Schedule :

Name of mineral	Dead rent fixed per hectare	Area of demised land Hectares	Dead rent payable	Total dead rent payable in a year
1st year	12.50	11.73	150.00	150.00
2nd to 4th year	25.00	11.73	300.00	300.00
5th to 7th year	37.50	11.73	450.00	450.00

(Here insert the manner in which and the time at which the dead rent, surface rent and water rate should be paid)

The lessees shall pay the royalty dead rent in two half yearly instalments first day of April and first day of October every year in sub-Treasury. *Kutijamal*

3. Subject to the provision of clause 1 of this Part, the lessee / lessees shall during the subsistence of this lease pay to the State Government at such times and in such manner as the State Government may prescribe royalty in respect of any mineral / minerals removed by him / them from the leased area at the rate for the time being specified in the Second Schedule to the Mines and Minerals Act, 1926.

Part V - Clause 4

As per G.O. No. M-R-21 61-14623 CHL dated 5-7-1966 the surface rent in respect of the area actually under mining operations and areas utilised for machinery, labour quarters shall be equal to non-agriculture assessment i.e. at the rate of Rs. 0/0/2 per sq. metre or per hectare per annum and in respect of area occupied but unused i.e. for the remaining area shall be equal to the agriculture assessment should be paid at the rate of Rs. 1/8/7 per annum per hectare as awarded from time to time.

Such rent, water rate shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right of access. Surface rent, water rate should

Part VI relating to the Rents and Royalties

Provisions relating to the Rents and Royalties

1. The rent, water rate and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the State Government at such times and in such manner as the State Government may prescribe PROVIDED ALWAYS and it is hereby agreed that Rs. the balance standing to the credit of the lessee / lessees on account of the deposit made by him / them as a licensee / licensees over an area which included the said lands shall be retained and accepted by the State Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

2. For the purposes of computing the said royalties the lessee / lessees shall keep a correct account of the mineral / minerals produced and despatched. The accounts as well as the weight of the mineral / minerals in stock or in the process of export may be checked by an officer authorised by the Central or State Government.

(Here specify the mode of arriving at sale price / prices at pits mouth of mineral / minerals). As decided by the Dept. of Geology & Mining, Govt. of Mysore from time to time.

3. Should any rent, royalty or other sums due to the State Government under the terms and conditions of these presents be not paid by the lessee / lessees within the prescribed time, the same may be recovered on a certificate of such officer as may be specified by the State Government by general or special order, in the same manner as an arrear of land revenue.

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PART VII

The Covenants of the Lessee / Lessees

1. The lessee / lessees shall pay the rent, water rate and royalties reserved by this lease at such times and in the manner provided in PARTS V & VI of these presents and shall also pay and discharge all taxes, rates, 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 Central and State Governments upon or in respect of the premises and works of the lessee / lessees in common with other premises and works of a like nature except demands for land revenues.

Lessee to pay rent, water rate, royalties, taxes, etc.

To keep records as regards production and etc.

2. The lessee / lessees shall at his / their own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identification.

To maintain and keep boundary marks in good order.

3. Unless the State Government for good cause permits otherwise, the lessee / lessees shall commence operation within one year 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 skillful and workman like manner and as prescribed under clause 12 hereinafter 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.

To commence operations within a year and work in a workman like manner.

4. The lessee / lessees shall make and pay such reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by him / them in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

To indemnify Government against all claims.

To plan

5. The lessee / lessees shall during the subsistence of this lease well and sufficiently secure and keep open with timber or other durable means all pits, shafts and workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of the State Government round every such pit, shaft or working whether the same is abandoned or not and shall during the same period keep all workings in the said lands except such as may be abandoned accessible free from water and foul air as far as possible.

To secure and keep in good condition pits, shafts, etc.

6. The lessee / lessees shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government, as the case may be any part of the mine which in its opinion requires such strengthening or support for the safety of any railway, reservoir canal, road and any other public works or structures.

To strengthen them and support the same to necessary extent.

7. The lessee / lessees shall allow any officer authorised by the Central Government or the State Government in that behalf to enter upon the premises including any building, excavation or land comprised in the lease for the purpose of inspecting, examining, surveying, prospecting and making plans thereof sampling and collecting a data and the lessee / lessees / shall with proper person employed by the lessee / lessees and acquainted with the mines and work effectually assist the officer, agents, servants and workmen in every such section and shall afford them all facilities, information, connected with them 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 Central and State Government as the result of such inspection or otherwise may from time to time see fit to impose. [No. M-II-(89) / 44 / 61, dated 7th September 1961].

To allow inspection of workings.

8. The lessee / lessees shall without delay send to the Collector 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 the operations under this lease.

To report accidents.

9. The lessee / lessees shall report to the State Government the discovery in the leased area of any mineral not specified in the lease within sixty days of such discovery along with full particulars of the nature and position of each such find. If any mineral not specified in the lease is discovered in the leased area, the lessee / lessees shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease is obtained therefor.

To report discovery of other minerals.

22/11/61

To keep records
of accounts
regarding
production
and employees
etc.

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To maintain
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To provide wei-
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10. The lessee / lessees 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 of accounts which shall contain accurate entries showing from time to time --

- (1) Quantity and quality of the said mineral / minerals realised from the said lands.
- (2) Quantity of the various qualities of ores beneficiated or converted (for example coal converted into coke).
- (3) Quantities of the various qualities of the said mineral / minerals sold and exported separately.
- (4) Quantities of the various qualities of the said mineral / minerals otherwise disposed of and the manner and purpose of such disposal.
- (5) The prices and all other particulars of all sales of said mineral / minerals.
- (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) Such other facts, particulars and circumstances as the Central or the State Governments may from time to time require and shall also furnish free of charge to such officers and at such times as the Central and State Governments may appoint true and correct abstract 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 Central Government or State Government shall in that behalf appoint to enter into and have free access to the said offices for the purpose of examining and inspecting the said books of accounts, plans and records and to make copies thereof and make extracts therefrom.

11. The lessee / lessees shall at all times during the said term maintain at the mine office correct intelligible up-to-date and complete plans and sections of the mines in the said lands. They shall show all the operations, and workings and all the trenches, pits and drillings made by him / them in the course of operations carried on by him them under the lease, faults and other disturbances encountered and geological data and all such plans and sections shall be amended and filled up by and from actual surveys to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee / lessees shall furnish free of charge to the Central and State Governments true and correct copies of such plans and sections whenever required. Accurate records of all trenches, pits and drillings shall show--

- (a) The sub-soil and strata through which they pass.
- (b) Any mineral encountered.
- (c) Any other matter of interest and all data required by the Central and State Governments from time to time.

The lessee / lessees shall allow any officer of the Central or the State Government, authorised in this behalf by the Central Government, to inspect the same at all reasonable times. He / they shall also supply when asked for by the State Government / the Coal Controller / the Director, Geological Survey of India / the Director, Indian Bureau of Mines, a composite plan of the area showing thickness, dip, inclination etc. of all the seams as also the quantity of reserves quality-wise.

12. The lessee / lessees shall be bound by such rules as may be issued from time to time by the Government of India under section 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (Act 67 of 1957), and shall not carry on mining or other operations under the said lease in any way other than as prescribed under these rules.

13. Unless specifically exempted by the State Government the lessee / lessees shall provide and at all times keep at or near the pit head or each of the pit heads 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 converted and also the converted products and shall at the close of each day cause the total weights, ascertained by such means of the said minerals, ores products raise sold, exported and converted during the previous twenty-four hours to be entered in the aforesaid books of accounts. The lessee / lessees shall permit the State 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 / lessees. The lessee / lessees shall give ... days previous notice in writing to the Collector of every such measuring or weighing in order that he, or some officer on his behalf may be present thereat.

22-8-57 M. S. S. S.

(3) The State Government may, by 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 or interest therein otherwise than in accordance with clause (2) :

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

No to be financed or controlled by a Trust Corporation firm or person.

18. The lease shall not be controlled and the lessee / lessees shall not allow themselves to be controlled by any Trust, Syndicate Corporation, Firm or person except with the written consent of the Central 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 given prior to such arrangement, compact or understanding being entered into or made of the Central Government 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 and shall always be subject to an express condition binding upon the other party or parties thereto that on the occasion of a state of emergency of which the President of India in his discretion 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.

pay in dry lies

Lessee shall deposit any additional amount necessary.

19. Whenever the security deposit of Rs. 1,000 or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Central or State Government pursuant to the power in hereinafter declared in that behalf the lessee / lessees shall deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government upto the sum of Rs. 1,000.

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

20. The lessee / lessees shall at the expiration or sooner determination of the said term or any renewal thereof deliver upto the State Government all mines, pits, shafts, inclines, drifts, levels waterways airways and other works now existing or hereafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any 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, order and condition and fit in all respects for further working of the said mines and the said minerals.

Right of pre-emption

21. (a) The State Government shall from time to time and all times during the said term have the right (to be exercised by notice in writing to the lessee / lessees) of pre-emption of the said minerals (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 or minerals purchased by the State Government under the power conferred by this provision in the quantities at the times in the manner and at the place specified in the notice exercising the said right.

(b) Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of loading the lessee / lessees shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the State Government 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 minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emp' on 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 Government particulars of the quantities descriptions and prices of the said minerals

or 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 original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products

(d) 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 a notification to this effect in the Gazette of India shall be conclusive proof), the State Government with the consent of the Central 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 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 to and obey all directions given by or on behalf of the Central Government or State Government regarding the use or employment of such works, plants, premises and minerals 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 by reason or 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.

To renew

22. The lessee / lessees shall not employ, in connection with the mining operations any person who is not an Indian national except with the previous approval of the Central Government.

Employment of foreign national.

PAGE VII. after clause 24(b)

2.00

The lessee shall submit from time to time or when required progress reports, to the director of Geology and Mining or to an officer authorised by him also with the sample collected during the mining operations together with the report.....

24. The lessee / lessees shall furnish—

(a) all geophysical data relating to mining fields or engineering and water surveys, such as anomaly maps, sections, plans, structures, contour maps, collected by him / them during the course of mining operations by the



Page VII Clause-25

2.00

21. "The lessee/lessees shall not use or sell the said mineral or deal with it in whatsoever a manner or knowingly allow any one to use or sell the said mineral or deal, with it in whatsoever manner as a minor mineral.

Provided that if on an application made to it in this behalf by the lessee/lessees, the State Government is satisfied that having regard to the inferior quality or such mineral, it cannot be used for any of the purposes by reasons of which it cannot be called a major mineral or that there is no market for such mineral as a major mineral the State Government by order permit the lessee/lessees to dispose of the mineral in such quantity and on such terms and in such manner as may be specified therein as a minor mineral."

2. If in accordance with the provision of clause 21 of these presents the lessee / lessees shall offer to pay to an 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 and demised to the lessee / lessees by these presents and the lessee / lessees shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the Central / State Government are satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee / lessees shall have deposited with it such further amount as the State and Central Governments shall

and compensation thereof.

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consider fair and reasonable the State Government shall order the occupier to allow the lessee / lessees to enter the land and 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 shall be guided by the principles of the Land Acquisition Act.

To renew

3. Where the mining lease relates to any mineral not specified in the First Schedule to the Act, it shall be renewable for one period not exceeding the period specified in sub-section (2) of section 5, at the option of the lessee / lessees :

Provided that the State Government may for reasons to be recorded in writing reduce the area applied for.

If the lease is in respect of minerals specified in the First Schedule to the Act, renewal will be subject to the prior approval of the Central Government.

If the lessee / lessees be desirous of taking a renewed lease of the premises hereby demised or of any part or parts of them for a further term from the expiration of the term hereby granted and is otherwise eligible, he / they shall, prior to the expiration of the last mentioned term give to the State Government six calendar months previous notice in writing and shall pay the rents, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee / lessees to be observed and performed up to the expiration of the term hereby granted. The State Government on receipt of application for renewal, shall consider it in accordance with rule 28 of the said rules and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessee / lessees and upon his executing and delivering to the State Government if required a counterpart thereof execute and deliver to the lessee / lessees a renewed lease of the said premises or part thereof for the further term of ~~20~~ . . . years at such rents, rates and royalties and on such terms and subject to such rents, rates and royalties and on such terms and subject to such covenants and agreements, including this present covenant to renew as shall be in accordance with the Mineral Concession Rules, 1960, applicable to ~~the~~ . . . (names of minerals) on the day next following the expiration of the term hereby granted.

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4. The lessee / lessees may at any time determine this lease by giving not less than 12 calendar months notice in writing to the State Government or to such officer, or authority as the State Government may specify in this behalf and upon the expiration of such notice provided that the lessee/lessees shall upon such expiration tender and pay all rents, water rates, royalties, compensation for damages and other moneys which may then be due and payable under these presents to the lessor or any other person or persons and shall deliver these presents to the State Government then this lease and the said term and the liberties, powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the lessor in respect of any breach of any of the covenants or agreements contained in these presents.

4A. The State Government may on an application made by the lessee permit him to surrender one or more minerals from his lease which is for a group of minerals on the ground that deposits of that mineral have since exhausted or depleted to such an extent that it is no longer possible to work the mineral economically, subject to the condition that the lessee —

(a) makes an application for such surrender of mineral at least six months before the intended date of surrender ; and

(b) gives an undertaking that he will not cause any hinderance in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that mineral. [No. M-II-152(18)/61, dated 4th December 1962].

5. On such date as the State Government may elect within 12 calendar months after the determination of this lease or of any renewal thereof, the amount of the security deposit paid in respect of this lease and then remaining in deposit with the State Government and not required to be applied to any of the purposes mentioned in this lease shall be refunded to the lessee / lessees. No interest shall run on the security deposit.

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consider fair and reasonable the State Government shall order the occupier to allow the lessee / lessees to enter the land and 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 shall be guided by the principles of the Land Acquisition Act.

To renew

3. Where the mining lease relates to any mineral not specified in the First Schedule to the Act, it shall be renewable for one period not exceeding the period specified in sub-section (2) of section 5, at the option of the lessee / lessees.

Provided that the State Government may for reasons to be recorded in writing reduce the area applied for.

If the lease is in respect of minerals specified in the First Schedule to the Act, renewal will be subject to the prior approval of the Central Government.

If the lessee / lessees be desirous of taking a renewed lease of the premises hereby demised or of any part or parts of them for a further term from the expiration of the term hereby granted and is otherwise eligible, he / they shall prior to the expiration of the last mentioned term give to the State Government six calendar months previous notice in writing and shall pay the rents, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee / lessees to be observed and performed up to the expiration of the term hereby granted. The State Government on receipt of application for renewal, shall consider it in accordance with rule 28 of the said rules and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessee / lessees and upon his executing and delivering to the State Government if required a counterpart thereof execute and deliver to the lessee / lessees a renewed lease of the said premises or part thereof for the further term of 20 years at such rents, rates and royalties and on such terms and subject to such rents, rates and royalties and on such terms and subject to such covenants and agreements, including this present covenant to renew as shall be in accordance with the Mineral Concession Rules, 1960, applicable to Iron, Lignite, etc. (names of minerals) on the day next following the expiration of the term hereby granted.

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4. The lessee / lessees may at any time determine this lease by giving not less than 12 calendar months notice in writing to the State Government or to such officer, or authority as the State Government may specify in this behalf and upon the expiration of such notice provided that the lessee/lessees shall upon such expiration tender and pay all rents, water rates, royalties, compensation for damages and other moneys which may then be due and payable under those presents to the lessor or any other person or persons and shall deliver these presents to the State Government then this lease and the said term and the liberties, powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the lessor in respect of any breach of any of the covenants or agreements contained in those presents.

4A. The State Government may on an application made by the lessee permit him to surrender one or more minerals from his lease which is for a group of minerals on the ground that deposits of that mineral have since exhausted or depleted to such an extent that it is no longer possible to work the mineral economically, subject to the condition that the lessee —

- (a) makes an application for such surrender of mineral at least six months before the intended date of surrender; and
- (b) gives an undertaking that he will not cause any hinderance in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that mineral. [No. M-II-152(18)/61, dated 4th December 1962].

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5. On such date as the State Government may elect within 12 calendar months after the determination of this lease or of any renewal thereof, the amount of the security deposit paid in respect of this lease and then remaining in deposit with the State Government and not required to be applied to any of the purposes mentioned in this lease shall be refunded to the lessee / lessees. No interest shall run on the security deposit.

20/6/62

General Provisions

1. In case the lessee/lessees or his / their transferee / assignee does / do not allow entry or inspection by the officers authorised by the Central or State Government under clauses (i), (j) or (k) of sub-rule (1) of rule 27 of said rules, the State Government shall give notice in writing to the lessee / lessees requiring him / them to show cause within such time as may be specified in the notice why the lease should not be determined and his / their security deposit forfeited; and if the lessee / lessees fails / fail to show cause within the aforesaid time to the satisfaction of the State Government, the State Government may determine the lease and forfeit the whole or part of the security deposit.

Obstructions to inspection.

State Government liable for costs.

2. If the lessee / lessees or his / their transferee or assignee makes / make any default in payment of rent or water rate or royalty as required by section 9 of the Act or commits a breach of any of the conditions and covenants other than those referred to in covenant, above, the State Government shall give notice to the lessee / lessees requiring him / them to pay the rent, water rate, royalty or remedy the breach, as the case may be, within sixty days from the date of receipt of the notice and if the rent, water rate and royalty are not paid or the breach is not remedied within such period, the State Government may without prejudice to any proceedings that may be taken against him / them, determine the lease and forfeit the whole or part of the security deposit.

Penalty in case of default in payment of royalty and breach of covenants.

3. In cases of repeated breaches of covenants and agreements by the lessee / lessees for which notice has been given by the State Government in accordance with clauses (1) and (2) aforementioned on earlier occasion, the State Government without giving any further notice, may impose such penalty not exceeding twice the amount of annual dead rent specified in clause 2, part V.

Penalty for repeated breaches of covenants.

4. Failure on the part of the lessee / lessees to fulfil any of the terms and conditions of this lease shall not give the Central or 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 fulfilment 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, earthquake and any other happening which the lessee / lessees could not reasonably prevent or control.

Failure to fulfil the terms of leases due to "Force Majeure"

5. The lessee / lessees having first paid and discharged the rents, rates and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clauses 1 and 2 of this part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down and remove for his/their own benefit all or any engines, machinery, plant, buildings, structures, tramways, railways, and other works erections and conveniences which may have been erected, set up or placed by the lessee/lessees in or upon the said lands and which the lessee/lessees is/are not bound to deliver to the State Government under clause 20 of part VII of this Schedule and which the State Government shall not desire to purchase.

Lessee/lessees to remove his/their properties on the expiry of lease.

6. If at the end of six calendar months after the expiration or sooner determination of the said term under the provision contained in clause 4 of part VIII of this Schedule 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 which are not required by the lessee / lessees in connection with operations in any other lands held by him / them under prospecting licence or mining lease the same shall if not removed by the lessee / lessees within one calendar month after notice in writing requiring their removal has been given to the lessee / lessees, by the State 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 any compensation or to account to the lessee / lessees in respect thereof.

Forfeiture of property left more than six months after determination of lease.

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7. Every notice by these presents required to be given to the lessee / lessees shall be given in writing to such person resident on the said lands as the lessee / lessees may appoint for the purpose of receiving such notices 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 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.

Immunity of State Government from liability to pay compensation.

8. If in any event the orders of the State Government are revised, reviewed or cancelled by the Central Government in pursuance of proceedings under Chapter VII of the Mineral Concession Rules, 1960, the lessee / lessees shall not be entitled to compensation for any loss sustained by the lessee / lessees in exercise of the powers and privileges conferred upon him / them by these presents.

9. For the purpose of stamp duty the anticipation royalty from the demise and is Rs. 1500/00 per year.

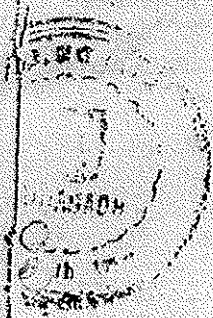
IN WITNESS WHEREOF these presents have been executed in the manner hereunder appearing the day and year first above written.

Signed by
for and on behalf of the
Governor of

In the presence of

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No. STP. 92/41/1936

Office of the Collector

Junagadh Estate - 5 - 1936

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Stamp duty Rs. 60/- CERTIFIED under Sec 82 of

the Bombay Act No. 1913 and the full stamp duty

Rs. 606/- has been paid. This instrument is chargeable ~~has~~

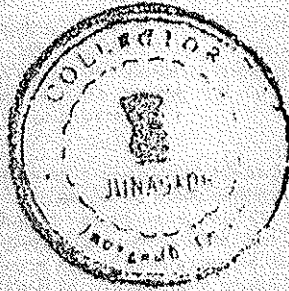
been paid.

Admitted for Rs. 606/-

W. Meera

Collector,

Junagadh District, Junagadh.



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