Government of Rajasthan
Mines (Gr.II) Department

No.:F.14(9)Mines/Gr.II/2015-Pt.-II Jaipur, Notification dated 01.03.2017

NOTIFICATION

In exercise of the powers conferred by section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act No. 67 of 1957), the State Government hereby makes the following rules for regulating the grant of quarry licence, mining lease and other mineral concession in respect of minor mineral and for the purpose connected therewith, namly:-

CHAPTER – I
Preliminary

1 Short title, extent and commencement:-

(1) These rules may be called The Rajasthan Minor Mineral Concession Rules, 2017.

(2) They shall extend to the whole of the State of Rajasthan.

(3) They shall come into force on the date of their publication in the Rajasthan Gazette.

2 Definitions:-

(1) In these rules, unless the context otherwise requires:

(i) "Act" means the Mines and Minerals (Development & Regulation) Act, 1957 (Central Act 67 of 1957);

(ii) "Appellate Authority" means the Government or any other authority vested with such powers under these rules or any other authority empowered by the Government to perform such functions of the authority:

(iii) "Assessee" means a person holding any mineral concession or a permit and includes any other person who is processing, trading or using minor mineral;

(iv) "Assessing Authority" means Director, Additional Director Mines, Additional Director Mines (Vigilance), Superintending Mining Engineer,), Superintending Mining Engineer(Vigilance), Mining Engineer, Mining Engineer(Vigilance), Assistant Mining Engineer, Assistant Mining Engineer(Vigilance) or Revenue Intelligence Officer of State Director of Revenue Intelligence (SDRI); or any other officer authorised by the State Government to make assessment.

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

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

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

(vii) "Bajri" means weathered detriuts consisting of graded particulars of varing sizes obtained from loose weathered rock material from the provenance, usually found in river beds or basin or paleo-channels also coveres vriver sands:

(ix) "Bid Security" means a security provided by a bidder for securing the fulfillment of any obligation in term of provision of the bidding document:

(x) "Boundary Pillar" means reinforcement cement concrete or cemented pillar of size having a base of 0.3 x0.3 and height 1.30m of which 0.7 shall be above ground level and 0.6m below ground, painted in yellow colour and top ten centimeters in red colour by enamel paint. Every pillar shall be marked with lease or licence number and pillar number in black paint;

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

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

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

(xiv) “Competent Authority” means the Government or any other authority, authorized by the Government to exercise the powers delegated under these rules;

(xv) “Dead Rent” means the minimum guaranteed amount payable for mining lease which is calculated as per the area of the lease and revisable as provided in these rules;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Explanation: For the purpose of this clause,–

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xlvii) "Schedule" means the Schedule appended to these rules;

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

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

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

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

(lii) "State" means the State of Rajasthan;

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

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

(lv) "Surveyor or Senior Surveyor" means Surveyor of the Department of Mines and Geology, Rajasthan having jurisdiction over the area as may be fixed by the Mining Engineer, Mining Engineer (Vigilance), Assistant Mining Engineer or Assistant Mining Engineer (Vigilance), as the case may be, from time to time;

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

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

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

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

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

CHAPTER II

RIGHTS OF EXISTING MINERAL CONCESSION HOLDERS AND APPLICANTS

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

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

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

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

(iv) undertakes to pay *[one time premium equal to two and half times of the dead rent which shall be payable] in advance and shall not be adjusted against dead rent or royalty:

†[deleted]

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

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

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

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

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

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

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

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

(vi) a copy of no dues certificate from the Mining Engineer or Assistant Mining Engineer, concerned, if the applicant or his/her family member holds or has held any mineral concession or royalty or excess royalty collection contract in the State:

Provided that such certificate shall also be furnished by all the members of association of person or all the partners of the partnership firm or all the directors of the private limited company, in case the applicant is a association of person or partnership firm or a private limited company as the case may be. A no dues certificate shall also be submitted by the company or undertaking in case of limited company or Government undertaking as the case may be.

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

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

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* Substituted vide notification F.14(9)Mines/Gr.II/2015-Pt.II Dated 20.6.2017

† Deleted wide notification F.14(9)Mines/Gr.II/2015-Pt.II Dated 20.6.2017

‡ Substituted vide notification F.14(9)Mines/Gr.II/2015-Pt.II Dated 20.6.2017

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

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

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

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

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

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

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

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

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

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

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

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

[‡][deleted]

[*][Provided] that where letter of intent has been issued in khatedari land, registered consent deed of khatedar shall be submitted [†][before grant of mining lease, if such consent deed is not submitted] the

[*] Inserted vide notification F.14(9)Mines/Gr.II/2015-Pt.II dated 30-8-2017

[†] Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20.6.2017

[‡] Deleted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20.6.2017

application shall be rejected and application fees, premium amount and performance security deposited shall be forfeited, after providing an opportunity of being heard by issuing notice of thirty days.

(2) Where the letter of intent has been issued after determining premium through tender or auction under the Rajasthan Minor Mineral Concession Rules, 1986 notwithstanding anything contained in these rules, such application shall be considered as if received under these rules and shall be disposed off by the competent authority as per the provisions of sub-rule (2), (3), and (4) of [‡][rule 16 or rule 17, as the case may be]:

Provided that such letter of intent holder shall deposit remaining amount of premium as per the conditions of notice inviting tender before execution of [§][lease deed or issuance of quarry licence, as the case may be]

[**][(2A) Where the letter of intent has been issued through lottery or in khatedari land under the Rajasthan Minor Mineral Concession laws, 1986 and the application was deemed rejected as per the provisions of rule 89 of these rules, notwithstanding anything contained in these rules, such application shall be considered as if received under these rules subject to payment of one time premium equal to two and half times of the dead rent or licence fee which shall be payable in advance and shall not be adjusted against dead rent or royalty or rent. Such application shall be disposed off by the competent authority as per the provisions of rule 16 or by the Mining Engineer or Assistant Mining Engineer concerned as per the provisions of rule 17, as the case may be.]

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

(4) All cases covered under this rule shall be protected subject to fulfillment of the conditions of the letter of intent within a period of [††][thirteen month] from the date of commencement of these rules and this period of [‡‡][thirteen month] shall include execution [§§][and registration of mining lease or issuance of quarry licence, as the case may be], failing which the right of such applicant shall be forfeited and in such cases, it would not be mandatory for the Government to issue any order in this regard.

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

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[*] Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20.6.2017

[†] Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20.6.2017

[‡] Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

[§] Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

[**] Inserted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

[††] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 28-2-2018

[‡‡] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 28-2-2018

[§§] substituted vide notification F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

[***] Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

[*][deleted]

[†][Provided] that where sanction has been issued after determining premium through tender or auction, such grantee shall require to deposit only remaining amount of premium as per conditions of the sanction order before execution of lease deed.

[‡][Provided further] that where the lease has been sanctioned in khatedari land, not owned by the grantee, registered consent deed of khatedar shall be submitted before execution of mining lease, if such consent deed is not submitted before execution of mining lease, the sanction shall be revoked and security deposit, premium amount and performance security deposited shall be forfeited, after providing an opportunity of being heard by issuing notice of thirty days.

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

CHAPTER III

GRANT OF MINERAL CONCESSION

7. Area of mining lease.- (1) The Government may notify different sizes of mining lease for different areas and minerals.

(2) The minimum area of the mining lease shall be as specified in Schedule I:

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

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

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

[**][Provided further that reserve price for such area shall be ten times of annual dead rent. The premium amount offered in e-auction shall be paid in advance and shall not be adjusted against dead rent or royalty].

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

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

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

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

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[*] Deleted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

[†] Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

[‡] Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

[§] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 28-2-2018

[**] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

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

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

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

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

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

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

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

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

[*][Provided further that reserve price for such area shall be ten times of annual licence fee. The premium amount offered in e-auction shall be paid in advance and shall not be adjusted against annual licence fee].

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

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

Provided that period of mining leases for mineral bajri [†][except in paleo-channel sand deposit of Bikaner district] shall be five years.

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

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

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

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

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

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

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

(ii) [‡][deleted];

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[*] Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[†] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[‡] Deleted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

(iii) the notice inviting bid shall specify that the lessee holding the lease prior to expiry of the mining lease has the right of first refusal [*][deleted];

(iv) upon conclusion of the [†][deleted] e-auction as per rule 14, the Mining Engineer or Assistant Mining Engineer concerned shall issue a notice to the lessee seeking written confirmation of his willingness to exercise the right of first refusal within a period of seven days of the conclusion of the [9][deleted]e-auction;

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

(vi) if the lessee exercise the right of first refusal and matches the highest final offer price, the lessee shall be deemed to be the successful bidder in place of the earlier successful bidder declared after the [9][deleted] e-auction and shall be entitled to a mining lease in the manner provided in these rules.

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

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

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

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

(3) Notwithstanding anything contained in sub-rule (1) and (2), the period of licence, granted before the commencement of these rules, shall be extended and be deemed to have been extended upto a period

ending on the 31st March, 2025 with effect from the date of expiry of the period of renewal/extension last made or till the completion of renewal/extension period, if any, or a period of thirty years from the date of initial grant of such licence, whichever is later, subject to the condition that all the terms and conditions of the licence have been complied with.

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

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

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

Provided that the licencee shall have right of first refusal at the time of e-auction held for such licnce after expiry of the licence period in the following manner:-

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

(ii) [9][deleted];

(iii) the notice inviting bid shall specify that the licencee holding the licence prior to expiry of the quarry licence has the right of first refusal [9][deleted];

(iv) upon conclusion of the [9][deleted] e-auction as per rule 14, the Mining Engineer or Assistant Mining Engineer concerned shall issue a notice to the licencee seeking written confirmation of

[*] Deleted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[†] Deleted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

his willingness to exercise the right of first refusal within a period of seven days of the conclusion of the [9][deleted]e-auction;

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

(vi) if the licencee exercise the right of first refusal and matches the highest final offer price, the licencee shall be deemed to be the successful bidder in place of the earlier successful bidder declared after the [9][deleted] e-auction and shall be entitled to a quarry licence in the manner provided in these rules.

11. Restriction on grant of mining lease or quarry licence.- (1) No mining lease or quarry licence shall be granted,-

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

(ii) to any person unless such a person is an Indian national, or a company as defined in clause (20) of section 2 of the Companies Act, 2013;

Explanation: for the purpose of these rules, a person shall be deemed to be an Indian national:-

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

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

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

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

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

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

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

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

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

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

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

[*] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 6-7-2017

[*][Provided that in case of mineral bajri (river sand) identification and demarcation of the area [†][may be done by using global positioning system or differential global positioning system or khasra-wise]

[‡][Provided further that in case of [§][khatedari land having an area more than four hectare, the khadedar] desirous of mineral concession may apply online on departmental website alongwith superimposed khasra naksha, jamabandi, latitude and longitude in WGS 84 Datum of all the corner pillars of applied area. On receipt of online application, Mining Engineer or Assistant Mining Engineer concerned shall, within thirty days, send online proposal for e-auctioning of area to centralized bidding cell at Directorate].

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

Provided that where area under auction contains land owned by private persons, collectively known as "[**][khatedar]", the mineral concession shall be granted with right of first refusal to such [††][khatedar] as association of persons.

[‡‡][(2) For determination of premium amount, the reserve price for mining lease or quarry licence shall be an amount equal to five times of the annual dead rent or licence fee of area under auction respectively or as may be determined by the Government, from time to time.]

[§§][(3) The bidders shall quote, as per the bidding parameter, for the purpose of payment to the State Government, an amount equal to or more than the reserve price as mentioned in rule 14 and the premium amount so quoted shall not be adjusted against annual dead rent or licence fee, as the case may be. The successful bidder shall pay the premium amount in four installments in following manner:-

(i) first installment, forty percent of the premium amount, within fifteen days of completion of e-auction;

(ii)second installment, twenty percent of the premium amount, before execution of mining lease deed or issuance of quarry licence, as the case may be;

(iii)third installment, twenty percent of the premium amount, at the beginning of second year of lease/licence period; and

(iv) remaining twenty percent of the premium amount, at the beginning of third year of lease/licence period]

[***][(4) Notwithstanding anything contained in these rules, in case of any auction conducted or being conducted or any mining lease or quarry licence granted pursuant to notice inviting bid published before commencement of the Rajasthan Minor Mineral Concession (Second Amendment) Rules, 2018, the premium amount quoted by the successful bidder shall stand revised proportionately at the time of the enhancement of the dead rent, royalty or annual licence fee, as the case may be and the successful bidder or lessee or licencee, as the case may be, shall be liable to pay such enhanced premium.]

[†††][(5) Notwithstanding anything contained in these rules, in case of any auction conducted or being conducted or any mining lease granted pursuant to notice inviting bid published before commencement of the

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[*] Inserted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 6-7-2017

[†] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[‡] Added vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[§] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

[**] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

[††] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

[‡‡] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[§§] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[***] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[†††] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

Rajasthan Minor Mineral Concession (Second Amendment) Rules, 2018, where subsequent to grant of mining lease, one or more new minerals are discovered, the successful bidder shall also pay the percentage so quoted in respect of each such mineral.; and]

[*][(6) In case of mineral bajri, the State Government may specify the maximum sale price at pit mouth of the lease and the successful bidder shall deliver or sale the bajri on such specified price.]

14. Electronic auction and bidding process of mineral concession.- (1) The Government may utilize any online electronic platform which meets the minimum technical and security requirements as specified in the guidelines for compliance to quality requirements of e-procurement systems issued by the Standardization Testing and Quality Certification Directorate, Department of Information Technology, Ministry of Communications and Information Technology, Government of India. For this purpose Government may appoint any agency as service provider for conducting e- auction.

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

(3) A centralized bidding cell at Directorate shall publish notice inviting bid for e-auction in two daily news papers, at least one of which is state level having circulation of fifty thousand copies and above and other having wide publicity in the area where lease or licence is being granted. The notice inviting bid shall also be compulsorily displayed on the notice boards of the Directorate and office of the Mining Engineer or Assistant Mining Engineer concerned. The notice inviting bid shall be published at least [9][fifteen] days before the date fixed for submission of the bid and shall upload particulars, terms and conditions on the web portal of the department and agency appointed by the Government. The period of [9][fifteen] days shall be counted from the publication of the notice inviting bid on the departmental website or on the website of the agency appointed for auction, whichever earlier. The registered bidders shall also be intimated by the authorized agency through e-mail.

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

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

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

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

(6) Bidders shall carefully read guidelines mentioned in rule 15 before submitting bids.

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

[‡][(8) The ascending forward online electronic auction shall be held in the following manner, namely:-

(i)The prospective bidders shall deposit bid security as per rule 18 and a non-refundable application fee of rupees seven thousand five hundred as per time and date mentioned in notice inviting bid to the agency authorized for conducting e-auction through RTGS/NEFT/NET-BANKING:

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[*] added vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[†] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

[‡] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

Provided that the prospective bidder may deposit a lumpsum amount in advance and from such amount, application fee and bid security of the plot for which he intends to bid, shall be deducted. The bidder may participate in as many auctions as per deposited amount.;

(ii)The prospective bidders shall submit their price offer on the electronic platform exclusive of all taxes and duties, which shall not be less than the reserve price. The bidder will have the sole responsibility to make payment of all the applicable taxes and duties to the authorities concerned directly and produce the proof of the same to the department:

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

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

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

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

(vi) If area auctioned contains [*][khatedrai land, upon conclusion of e-auction, the Mining Engineer or Assistant Mining Engineer concerned shall issue a notice, within seven days to the khadedar] seeking written confirmation of their willingness to exercise the right of first refusal;

(vii) The notice given under clause (vi) shall be acknowledged by the [†][khatedar] and who shall, within a period of thirty days of receipt of notice, exercise the right of first refusal in writing to the Mining Engineer or Assistant Mining Engineer concerned, failing which it shall be construed that the [‡][khatedar] is not desirous of exercising the right of first refusal;

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

Provided that where [**][khatedar] do not exercise the right of first refusal, the highest bidder shall be declared as successful bidder; and

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

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

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[*] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

[†] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

[‡] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

[§] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

[**] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

*[(10) After declaration of successful bidder, the successful bidder shall submit the following documents alongwith first installment being forty percent of offered premium amount to the Mining Engineer or Assistant Mining Engineer concerned within fifteen days of completion of e-auction:-

(i)Affidavit regarding no-dues of the department;

(ii)A no-dues certificate from the Mining Engineer or Assistant Mining Engineer concerned where the bidder holds or had held mineral concession or royalty collection contract or excess royalty collection contract:

Provided that affidavit and no-dues certificate in case of firm, company or association of persons have to be submitted by all the partners, directors or persons, as the case may be.

(iii) Memorandum of Association and Articles of Association, certificate of incorporation in case bidder is a company or partnership deed and firm registration certificate in case bidder is a firm, as the case may be;

(iv) Power of attorney in format as specified in Form 4 or resolution of board of directors in favour of person submitting bid in case of a firm or company, as the case may be;

(v) A copy of PAN card or TIN;

(vi)A copy of address proof; and

(vii) E-mail address and mobile number.]

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

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

‡[(13) The Director after recording reasons in writing may debar the bidder for participating in e-auction due to any of the following reasons, namely:-

(i)where the successful bidder does not deposits installment/s of offered premium amount, security deposit, performance security, dead rent or annual licence fee of the mineral concession or fails to execute mining lease;

(ii) where the bidder is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the auction process, or after the grant or execution of the mineral concession and there are sufficient reasons to believe that the bidder or his employee has been guilty of malpractices such as bribery, corruption, fraud, vitiating fair auction process;

(iii) where the bidder or his partner or his representative is found guilty of misbehaviour with any officer or official of the Government connected with the mineral concession directly or indirectly; and

(iv) where the bidder or his partner or his representative has been convicted by a court of law for offence involving moral turpitude arising out of the auction of mineral concession.; and

(14) The Director after debarring the bidder may blacklist the bidder for participating in future auctions for a period of five years after giving him a fifteen day's notice.]

15. Guidelines for submitting any bid on e-auction platform.- (1) A Bidder shall be required to possess a valid Digital Signature Certificate of signing type to be able to submit its bid and to participate in the electronic auction on e-auction platform. For this purpose, bidders or its authorized signatory shall be

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* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

† substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

‡ added vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

required to procure Digital Signature Certificate as per the procedure given on the website www.eproc.rajasthan.gov.in. The Digital Signature Certificate will be used to digitally sign the bids.

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

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

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

(5) [*][deleted].

(6) [†][deleted].

(7) During e-auction process, the qualified bidder will be able to submit its [‡][Price Offer] as many times as it wishes against the same mining lease, quarry licence, royalty collection contract, or excess royalty collection contract. The qualified bidder shall remain anonymous to other qualified bidders participating in the electronic auction process as well as to e-auction service provider or Government. The qualified bidder will be able to see the prevailing highest [§][Price Offer] against the mining lease, quarry licence, royalty collection contract or excess royalty collection contract, but the name of the highest qualified bidder at any point of time shall not be displayed. The qualified bidder shall have to put its [**][Price Offer] over and above the displayed highest bid by a minimum increment as mentioned in notice inviting bid (NIB) to become the highest qualified bidder. The electronic auction process will have a scheduled start and close time which will be displayed on screen. The qualified bidder shall be able to put its [††][Price Offer] after the start of bid time and till the close time of electronic auction. The current server time (IST) will also be displayed on the screen. In the event a [‡‡][Price Offer] is received during the last eight minutes before the scheduled close time of electronic auction, the close time of electronic auction will be automatically extended by eight minutes from

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[*] deleted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[†] deleted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[‡] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[§] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[**] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[††] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[‡‡] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

the last received bid time to give equal opportunity to all other qualified bidders. This process of auto extension will continue till no [*][Price Offer] is received during a period of eight minutes.

Explanation: For example, assuming that the initial scheduled close time for a particular electronic auction is 1:00 pm and a Final Price Offer is received at 12:55 pm, the scheduled close time shall be extended to 1:03 pm. Again if a Final Price Offer is received at 1:01 pm, the scheduled close time shall be extended to 1:09 pm and so on. In the event that no further Final Price Offer is received till 1:09 pm, the electronic auction will close at 1:09 pm. The

extended close time will be displayed on screen and the qualified bidders are advised to keep refreshing its webpage to get the latest information.

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

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

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

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

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

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

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

(10) The Government shall not be liable for any omission, mistake or error in respect of any of the information provided or on account of any matter or thing arising out of or concerning or relating to the [9][auction] process, including any error or mistake therein or in any information or data given by the Government.

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

[†][(12) The Government may, in its sole discretion, extend date of receiving application fees and bid security or bid due date by issuing an amendment that is made available to all bidders through corrigendum published on the website of department and that of agency appointed for e-auction]

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

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

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[*] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[†] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[‡] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

(i) bids have not been submitted with all the information;

(ii) bids have been submitted without bid security; or

(iii) bids have otherwise not been submitted in accordance with the rules and guidelines.

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

(i) suspend and/or cancel the [*][auction] process and/or amend and/or supplement the [†][auction] process or modify the dates or other terms and conditions relating thereto;
(ii) consult with any bidder in order to receive clarification or further information;
(iii) retain any information and/or evidence submitted to the Government by, on behalf of, and/or in relation to any bidder; and/or
(iv) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any bidder;

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

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

(18) Without prejudice to the rights of the Government under sub-rule (17) hereinabove and the rights and remedies which the Government may have under these rules, or otherwise if a bidder, is found by the Government to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice during the [9][auction] process, or after the grant of the mining lease, quarry licence, royalty collection contract, excess royalty collection contract or the execution of the same, such bidder shall not be eligible to participate in any [9][auction] issued by the Government during a period of five years from the date such bidder, is found by the Government to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practices, as the case may be.

Explanation: (i) "Corrupt Practice" means,-

(a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the [9][auction] process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Government who is or has been associated in any manner, directly or indirectly, with the [9][auction] process or arising therefrom, before or after the execution thereof, shall be deemed to constitute influencing the actions of a person connected with the [9][auction] process); or

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[*] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[†] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[‡] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[§] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[**] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

(b) save and except as permitted under these rules, engaging in any manner whatsoever, whether during the [9][auction] process or after the grant of the mining lease, quarry licence, royalty collection contract, excess royalty collection contract or the execution of the same, as the case may be;

(ii) "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the [9][auction] process;

(iii) "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the [9][auction] process;

(iv) "Undesirable Practice" means,-

(a) establishing contact with any person connected with or employed or engaged by the Government with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the [9][auction] process;

(b) having a conflict of interest; or

(c) violating of any Applicable Law; and

(v) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the [9][auction] process.

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

16. Grant of mining lease.- (1) Mining lease shall be granted to a person who offers highest premium amount through e-auction subject to provisions of [*][clause (vi) of sub-rule (5)of rule 9 or clause (viii) of] sub-rule (8) of rule 14.

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

[†][(i) submit registered consent of the [‡][khadedar within sixty days from date of issuance of letter intent in case of khadedari land having an area more than four hectare]"; and

(ii) furnish the performance security as specified in rule 20 and submits approved mining plan within six months after expiry of the time period specified in the letter of intent; and

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

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

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

Provided also that period of letter of intent, issued before the commencement of these rules, may be extended by the competent authority, subject to payment of late fees at the rate of ten percent of annual dead rent for delay of every month or part thereof for such extended period [§][after expiry of the time period specified in the letter of intent].

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[*] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[†] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[‡] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

[§] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

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

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

(5) The applicant or successful bidder, as the case may be, shall pay the *[second installment being twenty percent of the offered premium" shall be substituted] before execution of mining lease as per rule 21.

(6) The mining lease shall be for minerals found in the area pursuant to exploration prior to the auction:

Provided that where subsequent to the auction, any new mineral is discovered, such mineral shall be included in the mining lease †[as per the provisions of clause (xv) of sub-rule (1) of rule 28].

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

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

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

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

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

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

(8) In existing major mineral leases where mining of minor mineral can be done independently, the leases of minor mineral shall be granted with prior approval of the Director by way of e-auction subject to condition that after allotment of lease, the lessee of such minor mineral shall not cause any hindrance in the working of major mineral lessee.

17. Grant of quarry licence.- (1) Quarry licence shall be granted to a person who offers highest premium amount through e-auction subject to provisions of ‡[clause (vi) of sub-rule (5) of rule 10 or clause (viii) of] sub-rule (8) of rule 14.

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

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* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

† substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

‡ substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

*[(i) submit registered consent of the †[khadedar within sixty days from date of issuance of letter intent intent in case of khadedari land having an area more than four hectare; and]

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

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

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

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

Provided also that period of letter of intent, issued before the commencement of these rules, may be extended by the Mining Engineer or Assistant Mining Engineer concerned, subject to payment of late fees at the rate of ten percent of annual ‡[licence fee] for delay of every month or part thereof for such extended period §[after expiry of the time period specified in the letter of intent].

(3) **[The quarry licence shall be granted by the Mining Engineer or Assistant Mining Engineer concerned and the applicant or successful bidder], as the case may be, shall pay the ††[second installment being twenty percent] of the offered premium amount before issuance of quarry licence in Form -7:

Provided that if the successful bidder fails to comply with the conditions of letter of intent within the stipulated or extended period of time, the Mining Engineer or Assistant Mining Engineer concerned shall reject the bid and forfeit the application fees, premium amount and performance security deposited, after providing an opportunity of being heard by issuing notice of thirty days.

‡‡**[17A Grant of mining lease or quarry license in khatedari land**,- (1)Notwithstanding anything contained in these rules, mining lease or quarry license in khatedari land shall be granted to khatedar concerned subject to payment of premium amount equivalent to five times of the annual dead rent of license fee respectively, The premium amount shall not be adjusted against annual dead rent or license fee , as the case may be.

(2) The maximum area shall be four hectare and minimum area shall be,-

(i) in case of mining lease, one hectare; and

(ii) in case of quarry license, as per sub-rule (2) of rule 8

(3) The premium amount shall be paid in five installments in following manner:-

(i) first installment, twenty percent of the premium amount before the end of first financial year (i.e. 31st March) after execution of mining lease deed or issuance of quarry license.

Explanation: For example. Assuming the mining lease is executed in the month of November then first installment shall be paid before the end of March of subsequent year; and

(ii) second and subsequent three installment, twenty percent of the premium amount at the end of respective financial year;

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* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

† substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

‡ Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

§ substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

** substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

†† substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

‡‡ inserted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

(4) An application for grant of a mining lease or quarry license shall be submitted online in Form-I to the Mining Engineer or Assistant Mining Engineer concerned, with a non-refundable fee of rupees ten thousand.

(5) Every online application for grant of a mining lease or quarry license shall be accompanied with the scanned copy of following documents, namely:-

(i) a copy of PAN card or TIN;

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

(iii) a copy of partnership deed and firm registration certificate in case of partnership firm issued under the Indian Partnership Act, 19832 or Limited Liability Partnership Act, 2008 or a copy of memorandum of association, articles of association and certificate of incorporation in case of company registered under the companies Act, 2013;

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

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

(vi) a copy of no dues certificate from the Mining Engineer or Assistant Mining Engineer, concerned, if the applicant or his/her family member holds or has held any mineral concession or royalty or excess royalty collection contract in the State:

Provided that such certificate shall also be furnished by all the members of association of person or all the partners of the partnership firm or all the directors of the private limited company, in case the applicant is a association of person or partnership firm or a private limited company as the case may be. A no does certificate shall also be submitted by the company or undertaking in case of limited company or Government undertaking as the case may be.

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

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

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

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

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

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

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

(6) Every application submitted under sub-rule (4) shall be acknowledged, in Form-2, online at the time of submission of application.

(7) Duly signed application along with self certified documents as mentioned in sub-rule (5) shall be physically submitted to the Mining Engineer or Assistant Mining Engineer concerned, within a period of fifteen days from the date of its online submission and same shall be acknowledged by the office concerned.

(8) except otherwise provided in this rule, the provision of rule 16 or rule 17, as the case may be, shall apply mutatis mutandis to the grant of mining lease or quarry license, as the case may be, under this rule and decision on the application shall be communicated on registered address and e-mail of the applicant.

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

(10) In case of any auction conducted or being conducted or nay mining lease or quarry license granted in pursuant to notice inviting bid published before commencement of the Rajasthan Minor Mineral Concession (Third Amendment) Rules, 2018, the provision of this rule shall not apply.]

18. Bid security of e-auction for mineral concession.- (1) Bid security shall be in form of electronic fund transfer (RTGS/NEFT, etc.).

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

(i) an amount equal to the *[two times of annual dead rent or rupees one lac, whichever is more] for mining lease; and

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

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

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

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

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

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

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

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

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

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

†[(2) The amount of performance security deposit shall be.-

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

(ii) a sum equal to fifty percent of annual licence fee for quarry licence.]

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* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

† Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

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

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

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

21. Execution of mining lease.- (1) The grantee shall deposit fees for map rupees one thousand and annual dead rent, security deposit, performance security, *[second installment being twenty percent of the offered premium] and requisite non judicial stamp papers within three month from the date of receipt of the order of grant for execution of the lease deed.

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

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

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

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

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

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

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

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

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

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

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

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

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* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

† Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

‡ substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

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

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

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

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

*[(2) Notwithstanding anything contained in the instrument of the lease or any law or rules in force at the time of commencement of these rules, holder of mining lease of any mineral granted under,-

(i) The Mineral Concession rules, 1960 and subsequently mineral declared as a minor mineral shall pay to the Government, the dead rent at the rate prevailing on 01.09.2014, till 31.09.2017 thereafter as per the rate specified in schedule III, as amended from time to time, for all areas included in the instrument of lease; or

(ii) The Rajasthan Minor Mineral Concession rules, 1986 shall pay to the Government, the dead rent at the prevailing rate on 28.02.2017, till 31.08.2017 thereafter as per the rate specified in schedule III, as amended from time to time, for all areas included in the instrument of lease:

Provided that the dead rent calculated as per the clause (i) or (ii) above, as the case may be, shall not exceed twice the existing dead rent and if exceed, shall be limited to the extent of twice of the existing dead rent.

Provided further that holder of mining lease paying existing dead rent up to rupees one thousand per hectare, shall have to pay minimum of rupees two thousand per hectare.

Provided also that in case of lease granted under the Rajasthan Minor Mineral Concession rules, 1986, revision of dead rent as per clause (ii) shall only be applicable after the expiry of three years from the date of last revision made under sub-rule (3) of the rule 18 of the Rajasthan Minor Mineral Concession rules, 1986.]

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

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

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

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

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

(i) Additional Director Mines (HQ);

(ii) Financial Adviser;

(iii) Superintending Mining Engineer (HQ-III); and

(iv) Superintending Mining Engineer concerned.

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

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

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

25. Surrender of mineral or area of mining lease.- (1) A lessee holding a mining lease for a group of minerals may apply for surrender of any mineral from a lease along with a non-refundable fee of rupees five

* Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

thousand to the Mining Engineer or Assistant Mining Engineer concerned on the ground that deposits of that mineral have since exhausted or depleted to such an extent that it is no longer economical to work the mineral, the competent authority may permit the lessee to surrender that mineral subject to the condition that he shall not cause any hindrance in the working of the mineral so surrendered by him. A mining lease in respect of that mineral may be subsequently granted to any other person:

Provided that once the mineral has been surrendered, such mineral shall not be included or granted to the same lessee in future.

(2) The lessee may surrender the lease at any time by giving an application to the Mining Engineer or Assistant Mining Engineer concerned, along with a non-refundable fee of rupees five thousand, no dues of the lease over and above the performance security and compliance report of final mine closure plan, the surrender of lease shall be accepted by the competent authority with immediate effect:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) enter into or make any bona-fide arrangement, contract or understanding whereby the lessee or licencee will or may be directly or indirectly financed to a substantial extent by or under

which the mining operations or undertakings will or may be substantially controlled by, any person or body of persons other than the lessee or licencee:

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

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

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

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

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

(iii) a valid no dues certificate of transferor, transferee and their family members from the Mining Engineer or Assistant Mining Engineer concerned if they holds or has held any mineral concession, royalty collection contract or excess royalty collection contract in the State:

Provided that in case the transferor and transferee is an association of person, a partnership firm or a private limited company, such certificate shall also be furnished by all the members of association of person, all the partners of the partnership firm or all the directors of the private limited company, as the case may be. No dues certificate is to be submitted by the company or undertaking in case of limited company or government undertaking, as the case may be.

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

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

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

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

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

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

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

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

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

documents, as the case may be, failing which the transfer application shall be rejected with forfeiture of application fee by the competent authority.

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

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

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

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

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

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

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

(ii) change in partner of a partnership firm;

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

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

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

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

(8) The lessee or licencee shall inform regarding any change as mentioned in sub-rule (7) to the Mining Engineer or Assistant Mining Engineer concerned within sixty days along with the application fee and premium amount as per sub-rule (9). In such case, the transfer shall be effective from the date of such change of partner or director, as the case may be, under relevant law.

(9) Transfer of lease or licence shall be permitted subject to payment of one time premium at the time of transfer and shall not be adjusted against dead rent, annual license fees or royalty, as the case may be, as mentioned below,-

S. No.	Residual period of lease or licence	Premium
1	2	3
1.	Upto five years	Two times of annual dead rent or annual licence fee
2.	More than five years and upto ten years	Four times of annual dead rent or annual licence fee
3.	More than ten years and upto fifteen years	Six times of annual dead rent or annual licence fee
4.	More than fifteen years and upto twenty years	Eight times of annual dead rent or annual licence fee
5.	More than twenty years	Ten times of annual dead rent or annual licence fee

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

*[Provided further that where transferee is wife/husband or son/daughter of transferor, the premium amount shall be rupees fifty thousand.; and]

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

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

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

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

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

* Inserted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

† Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

CHAPTER IV

TERMS AND CONDITIONS OF MINERAL CONCESSION

28. Terms and Conditions of mining lease or quarry licence.- (1) Every mining lease or quarry licence shall be subject to the following conditions:-

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

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

*[(b) The lessee or licencee of lease or licence granted through auction under these rules shall also pay premium as specified in rule 13; and]

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

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

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

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

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

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

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

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

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

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

(h) on all corner pillars, distance and bearing to the forward and backward pillars and latitude and longitude shall be marked;

(i) each pillar shall have serial number in a clockwise direction and the number shall be engraved on the pillars;

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

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

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

* Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

(v) The lessee or licencee shall not erect, set-up or place any building or thing and shall not carry on surface operations in or upon any public pleasure ground, burning or burial ground or place held sacred by any class of persons or any house or village site, public road or other place which the Government may determine as public ground or in such a manner as to injure or prejudicially affect any building, works, property or rights of other persons;

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

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

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

Explanation: For the purpose of this clause, mining operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the working of the mine.

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

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

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

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

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

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

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

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

(xv) The lessee or licencee shall not win and disposed off any minor mineral not specified in the lease or licence unless it is included in the lease or licence or a separate lease or licence is obtained. In such case the dead rent shall be charged for the mineral whose dead rent is higher as specified in Schedule III and royalty shall be payable for each mineral separately. If lessee or licencee does not apply for inclusion of such mineral, lease or licence may be terminated and new lease or licence shall be granted [*][through auction and lease or licence granted in pursuance to notice inviting bid published after commencement of the Rajasthan Minor Mineral Concession (Second Amendment) Rules, 2018]:

Provided that newly discovered mineral, in the lease or licence granted otherwise than through auction, shall be included subject to payment of one time premium equal to [†][existing dead rent or dead rent of mineral to be included whichever higher or annual licence fee, as the case may be].

[‡][Provided further that in case of mining lease granted pursuant to notice inviting bid published before commencement of the Rajasthan Minor Mineral Concession (Second Amendment) Rules, 2018, the newly discovered mineral shall be included subject to payment of premium amount as mentioned in sub-rule (5) of rule 13];

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

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

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

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[*] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[†] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

[‡] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

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

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

(b) change in partner of a partnership firm;

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

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

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

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

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

(xx) The lessee or licencee may, after paying the rents and royalties payable hereunder or under the lease deed or licence, on the expiry or termination of the lease or licence term or within three calendar months thereafter, take down and remove for its own benefit, all or any mineral excavated during the currency of the lease or licence, engines, machinery, plant, buildings structures, tramways, railways and other works, erections and conveniences which may have been erected, set up or placed by the lessee or licencee in or upon the leased or licenced lands and which the lessee or licencee is not bound to deliver to the Government or which the Government does not desire to purchase:

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

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

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

(a) compensation for damage to land in respect of which the lease or licence has been granted;

(b) restrictions regarding felling of trees on unoccupied and unreserved Government land;

(c) the restriction of surface operations in any area prohibited by any authority;

(d) the entering and working in a reserved or protected forest;

(e) the securing of pits and shafts;

(f) the power to take possession of the plant, machinery, premises and mines in the event of war or emergency; and

(g) filing of civil suits or petitions relating to disputes arising out of the area under lease or licence;

(xxiii) Subject to the conditions mentioned in this rule, the lessee or licencee shall, with respect to the land leased or licenced to him, have the right for the purpose of mining operations on that land,–

(a) to work the mines;

(b) to sink pits and shafts and construct roads;

(c) to erect building, plant and machinery;

(d) to quarry and obtain building and road materials and make bricks;

(e) to use water;

(f) to use land for stacking purpose; and

(g) to do any other thing specified in the lease or licence;

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

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

Provided that Mining Engineer or Assistant Mining Engineer concerned shall obtain prior approval or post facto approval within fifteen days, depending upon emergency, from Superintending Mining Engineer concerned regarding instructions for prohibition of mining operation and mining in such area shall only be resumed with prior written approval of Superintending Mining Engineer concerned.

(2) Every mining lease shall be subject to the following additional conditions:-

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

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

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

* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

(iii) The lessee may erect on the area granted to him, any building required for bonafide purpose and such building shall be the property of the Government after the expiry of the lease or earlier determination or surrender of the lease:
Provided that in case of mining lease of mineral bajri (river sand), the lessee shall not erect any building in the lease area;

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

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

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

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

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

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

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

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

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

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

* Deleted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

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

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

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

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

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

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

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

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

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

(e) not extract bajri within five hundred meters from any crucial hydraulic structure such as pumping station, water intake and bridge;

*[(xi-a) In larger public interest, the State Government may specify the maximum sale price of mineral bajri at pit mouth of the lease and the lessee shall deliver or sale the mineral on such specified price.]

(xii) The existing lessees on the day of commencement these rules, shall obtain surface rights or consent of the landowner on mutually agreed before starting mining operation in the area or part thereof where land is not owned by lessee:

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

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

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

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

* added vide notification dated 14-3-2018

the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee:

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

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

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

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

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

(b) The competent authority may also at any time after serving the aforesaid notice enter upon the said premises and seize all or any of the minerals or movable property therein and may carry away or order the sale of the property so seized or so much of it as will suffice for the satisfaction of the rent or royalty due and all cost and expenses occasioned by the non-payment thereof:

Provided that non-compliance with or violation of the terms and conditions or misbehavior by the lessee may also be punished by debarring him for a period upto five years for any future allotment of mineral concession or contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Provided that decision of termination of licence on breaches other than dues shall be taken by the Director on the recommendation of a committee

comprising Additional Director Mines (HQ), Deputy Legal Remembrance and Superintending Mining Engineer (HQ), concerned.

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

CHAPTER V

MINERAL CONSERVATION AND DEVELOPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) a progressive mine closure plan; and

(ii) a final mine closure plan.

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

of financial assurance shall be rupees five thousand. The amount shall be enhanced with the increase in the area of mining and allied activities:

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

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

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

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

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

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

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

(20) In order to ensure optimum production with minimum waste generation, every lease, licence or short term permit holder shall endeavour to deploy machinery and equipment as per mining plan or simplified mining scheme.

(21) The non-saleable mineral at quarry or mine bottom shall regularly be collected and transported to the surface and staked separately. The quarry or mine floor shall be kept reasonably clear from debris. Small lumps of mineral shall, as far as possible, be segregated from the dumps and stacked separately for future use.

(22) The ground selected for dumping of top soil, overburden, waste material or non-saleable mineral shall be away from workings of quarry or mine.

(23) Before starting mining or quarrying operations, conceptual ultimate limits of the quarry or mine shall be determined and dumping ground shall be so selected that dumping is not carried out within the limits of the ultimate size of the quarry or mine except where simultaneous back filling is proposed.

30. Employment of qualified persons.- (1) The lessee or licencee shall employ, for the purpose of carrying out mining operations in accordance with these rules,-

(i) a whole-time Mining Engineer or a person possessing first class mine manager's certificate of competency issued by the Director General of Mines Safety and geologist, where mining operations are carried out by deployment of heavy mining machinery for deep hole drilling, excavation, loading and transport, or where the average employment exceeds one hundred and fifty per day;

(ii) a whole-time Mining Engineer or the person possessing second class mine manager's certificate of competency issued by the Director General of Mines Safety, where mining operations are carried out by deployment of heavy mining machinery for deep hole drilling, excavation, loading and transport, or where the average employment exceeds seventy five but less than one hundred and fifty per day; and

(iii) in case of any other mine, a person having degree in mining or diploma in mining with two year's experience in mining operations or geologist or the person possessing foreman's certificate of competency issued by the Director General of Mines Safety:

Provided that in case where area of lease or licence is upto one hectare and mining is carried out only by manual means, the person having qualification mentioned in clause (ii) or (iii) may work for a maximum of fifteen mining leases or fifty quarry licences, provided all such leases or licences are located within a radius of hundred kilometers.

Provided further that if any doubt arises about the lease or licence covered under clause (i), (ii) or (iii) above, it shall be referred to the Director for its decision whose decision shall be final.

Explanation: The expression 'average employment' means the average per day of the total employment of the mine during the preceding quarter (obtained by dividing the number of man-days worked by the number of working days).

(2) If the holder of a mining lease or quarry licence possesses qualification as mentioned in sub-rule (1), he may appoint himself as the qualified person for the purpose of sub-rule (1).

(3) A Mining Engineer or Geologist employed by the lessee or licencee shall possess the following qualifications:-

(i) A degree in Mining Engineering granted by a Institution or University established or incorporated by or under a Central Act, a Provincial Act or a State Act, including any institution recognized by the University Grants Commission established under section 4 of the University Grants Commission Act, 1956 or any equivalent qualification;

(ii) A post graduation degree in Geology granted by a Institution or University established or incorporated by or under a Central Act, a Provincial Act or a State Act, including any institution recognized by the University Grants Commission established under section 4 of the University Grants Commission Act, 1956 or any equivalent qualification; and

(iii) Three years full time diploma certificate in mining engineering awarded by the State Technical Education Boards or All India Council of Technical Education.

(4) The lessee or licencee shall intimate to the Mining Engineer or Assistant Mining Engineer concerned, the details of the qualified person employed by him together with consent of such person.

(5) Any change required due to reduction in average employment in the mine, shall be subjected to previous permission in writing from the Director and subject to such conditions as he may specify.

31. Duties of qualified person.- (1) It shall be the duty of the qualified person employed to take all necessary steps to plan and conduct mining operations, so as to ensure conservation of minerals, systematic development of the mineral deposits, protection of environment and safety of persons in and around the lease or licence area in accordance with these rules.

(2) The qualified person shall,-

(i) be responsible for the preparation and maintenance of all statutory plans, sections, reports and schemes in accordance with these rules.

(ii) be responsible for carrying out the study of the associated rocks and minerals, identifying them and stacking the various minerals produced separately.

(iii) carry out all such orders and directions as may be given in writing under these rules by any officer authorised to inspect the mine and shall forward a copy of such orders or directions to the holder of lease or licence.

(iv) ensure that there is a sufficient provision of proper materials, appliances and facilities at all times at mining lease for the purpose of carrying out the provisions of these rules and orders issued there under and where he is not the owner or agent of

the mining lease, he shall make requisition in writing to the owner or agent for anything required for the aforesaid purpose. A copy of every such requisition shall be recorded in bound paged book kept for the purpose.

(3) On receipt of a requisition under clause (iv) of sub-rule (2), the owner or agent shall provide as soon as possible the materials and facilities requisitioned by the qualified person.

32. Role of Revenue Department.- (1) In government land, the competent revenue authority shall enter in the revenue records the mining lease area as mineral bearing area after registration of the lease.

(2) In government land, possible mineral bearing area proposed by the department shall be recorded in the revenue records by the competent revenue authority.

(3) The revenue authorities shall not alter the status of land without prior permission of the Department, in case mineral bearing area has already been entered in the revenue record.

(4) The district collector shall notify suitable area near mines, quarry or mineral industry for disposal of overburden or slurry.

(5) The revenue department shall integrate their digitized revenue maps to that of departmental online system so that applied area can exactly be superimposed on revenue map.

(6) The revenue officials shall take necessary action under revenue laws against any illegal mining in government land as well as in khatedari land, as the case may be, including action for breach of conditions of tenancy in khatedari land.

33. Role of Forest Department.- (1) The significant mineral laying under forest shall be explored by the department or any government entity or through outsourcing to develop the mineral resource as per the guidelines of the Ministry of Environment, Forest and Climate Change.

(2) Forest Department shall verify the forest boundary marked on GT sheets and shall update the status from time to time and shall also integrate their digital GT sheets with that of the department online system.

(3) The land status report from the Forest Department shall not be required where any area is at a distance beyond five hundred meters from the marked forest boundary on verified or integrated GT sheets.

(4) The forest officials shall take necessary action under forest laws against any illegal mining in forest land.

CHAPTER VI

SUSTAINABLE MINE DEVELOPMENT

34. Environmental safeguard.- (1) No mining lease or quarry licence shall be granted without obtaining prior consents, approvals, permits, no-objections and the like as may be required under applicable laws for commencement of mining operations.

(2) Every mining lease or licence holder shall,-

(i) carry out the mining operations in such a manner so as to ensure systematic development of the mine or quarry, conservation of mineral, protection of the environment and safety of the man and machinery;

(ii) ensure that no natural watercourse or water resources is obstructed due to any mining operation. Adequate measures shall be taken for protection of the older-streams, if any, emanating or passing through the lease or licence area during the course of mining operation;

(iii) keep mine working restricted to above ground water level till approval of the Ground Water Department of the State is obtained;

(iv) temporarily store the top soil, at the place earmarked in the mine plan or scheme;

(v) dump over burden generated during the mining operations at earmarked dump site shown in the mine plan or scheme;

(vi) take effective safeguard, such as regular water sprinkling in critical areas prone to air pollution and having high levels of particulate matter such as around crushing and screening plant, loading and unloading point and all transfer points;

(vii)practice controlled blasting and implement mitigative measures for control of ground vibrations and to arrest fly rocks and boulders. Blasting shall be done only by a person holding blaster certificate from the Director General of Mines Safety. Deep hole blasting shall be carried out only after approval of the Director General of Mines Safety;

(viii) maintain the bench height and slope as per the Metalliferous Mines Regulations, 1961;

(ix) take all mitigative measures during the mining operations to ensure that the buildings or structures in the nearby areas shall not be affected due to blasting;

(x) use drills either equipped with dust extractors or operated with water injection system for wet drilling to control the pneumoconiosis and silicosis;

(xi) provide protective wears or respiratory devices to the personnel working in mining area and shall also provide adequate training and education on safety, environment and health aspects;

(xii)undertake to ensure minimum losses to the agriculture crops and undertake to contribute suitably for compensation to the loss or damage to the crops;

(xiii) organize regular health check up camps for the workers engaged in mines and also periodically organize occupational health surveillance program for the workers to observe any contractions due to exposure to dust and take corrective measures, if needed;

(xiv) keep vehicular emissions under control and regularly monitor the same. Measures shall be taken for maintenance of vehicles used in mining operations and in transportation of mineral;

(xv)provide insurance cover to all workers engaged in mines;

(xvi) take measures for control of noise levels within permissible limit;

(xvii) The non-saleable mineral rejects at mine bottom shall regularly be collected and transported to the surface and the mine floor shall be kept reasonably clear of debris;

(xviii) Small lumps of mineral shall, as far as possible, be segregated from the dumps and stored separately for future use; and

(xix) The ground selected for dumping of top soil, overburden, waste material or non-saleable mineral shall be away from workings of the mine.

(3) The Government shall be entitled to charge certain amount per year or part thereof for the ecological restoration of mines and quarries from the lessee or licencee and this shall be the part of the agreement. The amount fixed and revised by the Government and may vary from place to place.

CHAPTER VII

GRANT OF ROYALTY OR EXCESS ROYALTY COLLECTION CONTRACT

35. Registration of contractor.- (1) Any person may apply for registration and its renewal as a contractor in Form -19 to the Additional Director (Mines) through departmental web portal. The registration shall be renewed by the same zonal officer by whom registration certificate issued.

(2) The contractor shall be registered for maximum three financial years including the financial year of registration**.**

(3) The contractor who has already registered under the Rajasthan Minor Mineral Concession Rules, 1986, shall have to submit difference amount of security deposit so as to make the total security deposit as mentioned in clause (i) of sub-rule (4) within one month from the date of commencement of these rules.

(4) Every application made under sub-rule (1) for registration or its renewal shall be accompanied by,-

(i) a non- refundable application fee, a scanned copy of net worth certificate issued by a Charted Accountant on the basis of balance sheet as per income tax returns in Form -20 and a scanned copy of fixed deposit receipt of a nationalised or scheduled bank or national saving certificate as security deposit duly pledged in favour of the Additional Director (Mines) concerned and made from the bank account of the contractor to be registered as specified below:-

S. No.	Class of contractor	Application Fees (in Rs.)	Minimum net worth certificate (Rs. in lacs)	Security deposit (Rs. in lacs)
1	2	3	4	5
1.	AA	Fifteen thousand	Five hundred	Fifty
2.	A	Twelve thousand five hundred	Two hundred	Twenty
3.	B	Ten thousand	Hundred	Ten
4.	C	Seven thousand five hundred	Fifty	Five

(ii) a scanned copy of an affidavit stating details regarding mineral concession or contract held in the name of the applicant or his family members;

(iii) a scanned copy of an affidavit stating that no dues of the department are outstanding against him or any member of his family; and

(iv) scanned copies of all relevant documents mentioned in chartered accountant`s certificate to explain its title.

(5) Every application submitted under sub-rule (1) shall be acknowledged online in Form -21 at the time of its receipt.

(6) Application duly signed with all original documents as mentioned in sub-rule (4) shall be submitted to the Additional Director Mines concerned, within a period of seven days from the date of its online submission, failure to which the application shall be deemed to have been rejected.

(7) The application made under sub-rule (1) shall be disposed off by the competent authority within fifteen days from the date of receipt of application. The competent authority may refuse to issue registration certificate with reasons to be recorded in writing and same shall be communicated to the applicant.

(8) The application for renewal shall be submitted to the competent authority before the date of expiry of period of registration. If an application is complete in all respect and past performance of the applicant as bidder or contractor is satisfactory, the competent authority may renew the registration for further period of three financial years including year of the registration.

(9) The competent authority may cancel the registration and forfeit the security deposit in case any information furnished by the applicant is found incorrect, at any time, after giving a fifteen day's opportunity of being heard.

(10) Registration number or code number shall be in following format:-

Department/Registration Authority/Class/S.No./Year.

(11) The registered contractor may request to the registration authority to issue photo identity card in favour of power of attorney holder or authorised signatory. On receipt of such request, the registration authority shall issue photo identity card containing following details:-

(i) Name and address of the contractor;

(ii) Registration or code no.;

(iii) Registration authority;

(iv) Class of contractor;

(v) Validity of registration; and

(vi) Name of power of attorney holders or authorised signatory with attested photo and signature.

(12) The registered contractor may apply to the competent authority for cancellation of his registration and refund the security deposit. The competent authority may cancel the registration and refund the security deposit, if not forfeited under these rules.

(13) Where the contractor is debarred from participating in future contracts or is blacklisted under these rules, registration may be cancelled by the issuing authority and the security deposit shall be forfeited, after giving a fifteen day's opportunity of hearing.

36. Grant of royalty collection contract or excess royalty collection contract.- (1) No royalty collection contract or excess royalty collection contract shall be granted to a person who is not a citizen of India.

(2) Royalty collection contract or excess royalty collection contract may be granted by e-auction only in respect of such area and mineral as the Director may by a general or specific order direct.

(3) Registered contractor shall be eligible to offer bid in e-auction for collection of royalty, excess royalty, permit fee or other charges as follows:

S. No.	Class of Contractor	Reserve price (in Rs)
1	2	3
1.	AA	Any amount
2.	A	Upto fifty crore
3.	B	Upto twenty five crore
4.	C	Upto ten crore

Provided that it shall be compulsory for the existing royalty and/or excess royalty collection contractor to renew his registration, in case the same expires during the tenure of such contract.

Provided further that in case any class of contractor offers highest bid of higher value than applicable to his class then such contactor shall be required to deposit difference of application fee, security deposit and submit revised net worth certificate of applicable class within seven working days.

(4) The annual contract amount shall be determined on the basis of highest offer given by the contactor to the Government in e-auction, subject to the acceptance by the competent authority:

Provided that in case of enhancement or reduction in the rate of royalty given in the schedule II or permit fee or other charges, the royalty collection contractor shall be liable to pay an increased or reduced amount of contract, security deposit and performance security in proportion to the enhancement
or reduction for the remaining period of the contract from the date of such enhancement or reduction, as the case may be:

Provided further that on enhancement or reduction in the rate of royalty, the excess royalty collection contractor shall be liable to pay an enhanced or reduced amount of contract, calculated according to the following formula:-

Revised contract amount = [(Existing contract amount + Total existing dead rent) x new royalty rate/existing royalty rate - Total existing dead rent].

(5) Royalty collection contract or excess royalty collection contract may be granted by the competent authority for a maximum period of two financial years or part thereof ending on 31st March:

Provided that where the new contract could not be allotted, the period of existing contract may be extended by the Director, with reasons to be recorded in writing for a period upto ninety days or till new contract comes into force, whichever earlier and a rider agreement shall be executed before expiry of the original contract by the Mining Engineer or Assistant Mining Engineer concerned.

Provided further that where it is necessary to do so, the period of contract may be further extended by the Government and a rider agreement shall be executed before expiry of the contract.

Provided also that period shall be extended subject to the condition that the contractor shall pay ten percent of increased amount to existing annual contract amount. The security deposit and performance security for extended period shall remain the same as deposited by the contractor during the original contract period and shall not be refunded or adjusted in the dues or installments of the contract till next contract comes into the force.

37. Procedure for e-auction and grant of contract.- (1) The Government may utilize any online electronic platform which meets the minimum technical and security requirements as specified in the guidelines for compliance to quality requirements of e-procurement systems issued by the Standardization Testing and Quality Certification Directorate, Department of Information Technology, Ministry of Communications and Information Technology, Government of India. For this purpose Government may appoint any agency as service provider for conducting e- auction.

(2) Mining Engineer or Assistant Mining Engineer concerned shall provide the details of royalty collection contract or excess royalty collection contract to be granted along with terms and conditions of contract to the Directorate, Department of Mines and Geology, Udaipur for conducting e-auction.

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

[*][Provided that in case where no bid is received or auction process is annulled under clause (g) of sub-rule (7), period of fresh notice for re-inviting bid shall not be less than seven days. The above period of seven days shall be counted from the date of publication of the notice re-inviting bid on the departmental website or on the website of the agency appointed for auction, whichever earlier.]

(4) Intending bidders shall first get registered with department in accordance with the provisions of rule 35 and than with the authorized agency as prospective bidder for participating in e-auction. The registration shall always open for all prospective bidders to get registered with the e-auction service provider and shall be one time. After registration, prospective bidder shall be eligible for participating in e-auction conducted by the department for grant of mineral concession and contracts[†]":"

[‡][Provided that intending bidder not registered with the department may participate in e-auction subject to condition that he shall submit departmental registration certificate within fifteen days from the date of e-auction to the Mining Engineer or Assistant Mining Engineer concerned].

(5) Bidders shall carefully read guidelines mentioned in rule 15 before submitting bids.

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

[§][(7) The ascending forward online electronic auction shall be held in following manner, namely:-

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[*] Added wide notification Dated F.14(5)Mines/Gr.II/2017 19.4.2017

[†] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[‡] added vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[§] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

(i) The prospective bidders shall deposit bid security as per rule 39, as per time and date mentioned in notice inviting bid to the agency authorized for conducting e-auction through RTGS/NEFT/NET-BANKING:

Provided that the prospective bidder may deposit a lumpsum amount in advance and from such amount, bid security of the contract for which he intends to bid, shall be deducted. The bidder may participate in as many auctions as per deposited amount.;

(ii)The prospective bidders shall submit their price offer on the electronic platform exclusive of all taxes and duties, which shall not be less than the reserve price. The bidder will have the sole responsibility to make payment of all the applicable taxes and duties to the authorities concerned directly and produce the proof of the same to the department:

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

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

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

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

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

*[(7A) After declaration of successful bidder, the successful bidder shall submit the following documents to the Mining Engineer or Assistant Mining Engineer concerned within fifteen days of completion of e-auction:-

(i) A copy of contractor's registration with the department;
(ii) Affidavit regarding no-dues of the department;
(iii) A no-dues certificate from the Mining Engineer or Assistant Mining Engineer concerned where the bidder holds or had held mineral concession or royalty collection contract or excess royalty collection contract:

Provided that affidavit and no-dues certificate in case of firm, company or association of persons have to be submitted by all the partners, directors or persons, as the case may be.

(iv) Memorandum of Association and Articles of Association, certificate of incorporation in case bidder is a company or partnership deed and firm registration certificate in case bidder is a firm, as the case may be;
(v) Power of attorney in format as specified in Form 4 or resolution of board of directors in favour of person submitting bid in case of a firm or company, as the case may be;
(vi) A copy of PAN card or TIN;
(vii) A copy of address proof.; and
(viii) E-mail address and mobile number.]

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

(9) Bid security of the un-successful bidders shall be refunded by the agency appointed for auction, to the concerned bidders within forty eight hours from the completion of second round of e-auction.

(10) The competent authority shall take decision for sanction or rejection and convey the same to the Mining Engineer or Assistant Mining Engineer concerned and the successful bidder.

* added vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

38. Reserve price.- (1) Reserve Price for new contract to be granted for first time or to be granted with revised area or mineral shall be evaluated by the Mining Engineer or Assistant Mining Engineer concerned keeping in view the following factors,-

(i) Physical quantities of mineral produced and dispatched from the area;

(ii) Last year's collection of royalty from that area;

(iii) Expected increase in revenue in the proposed contract period due to increased demand of mineral; and

(iv) Any other relevant matter about the area.

(2) The approval of reserve price for new contract or existing contract, if necessary, shall be given by the Director.

(3) The reserve price for next contract shall be ten percent higher than the existing annual contract amount and no approval shall be required in such cases:

Provided that the total area of two or more existing contracts for the same mineral or two or more existing contracts of different minerals of the same area may be combined into one contract and in such case the reserve price shall be ten percent higher than the total existing annual contract amount of all the contracts to be amalgamated with prior approval of the Superintending Mining Engineer concerned.

Provided further that if no bid is received, no approval shall be required for the revising the reserve price upto of ten percent less to that of the reserve price amount.

39. Bid security.- (1) Bid security shall be in form of electronic fund transfer (RTGS/NEFT, etc.).

(2) The amount of bid security shall be ten percent of the reserve price.

40. Security deposit.- (1) Security deposit shall be in the form of fixed deposit receipt of nationalized bank or scheduled bank valid for at least three years or national saving certificate and duly pledged in favour of the Mining Engineer or Assistant Mining Engineer concerned or any other form of securities notified by the Government for the due observance of the terms and conditions of the contract. Fixed deposit receipts shall be made from the bank account of the contractor.

(2) The amount of security deposit shall be ten percent of the bid amount.

(3) The contractor shall deposit difference amount of security deposit within thirty days in proportion to the enhancement of contract amount due to change in rate of royalty or increase in permit fee or other charges etc.

(4) The security deposit shall be refunded by the Superintending Mining Engineer concerned, within thirty days of the successful completion of the contract, subject to the condition that the contract is completed without any lapse on part of the contractor.

41. Performance Security.- (1) The performance security shall be in the form of fixed deposit receipt of nationalized bank or scheduled bank valid for at least three years or national saving certificate and duly pledged in favour of the Mining Engineer or Assistant Mining Engineer concerned or bank guarantee of nationalized bank or scheduled bank in favour of the Mining Engineer or Assistant Mining Engineer concerned as specified in Form -5 or any other form of securities notified by the Government for the due performance of the contract. Fixed deposit receipts shall be made from the bank account of the contractor.

(2) The amount of performance security deposit shall be fifteen percent of the annual contract amount.

(3) The contractor shall deposit difference amount of performance security within thirty days in proportion to the enhancement of contract amount due to change in rate of royalty or increase in permit fee or other charges etc.

(4) Performance security shall be adjusted against departmental dues of the contractor on expiry or cancellation of the contract, if any, otherwise it may be refunded to him by the concerned Superintending Mining Engineer within thirty days of the completion of the contract.

42. Bid amount.- (1) The bidder for the royalty and/or excess royalty collection contracts in whose favour contract has been sanctioned by the competent authority, shall deposit following bid amount before execution of the contract:-

(i) Where the yearly bid amount does not exceed rupees twenty five lacs, twenty five percent of the bid amount shall be deposited as first quarterly installment and remaining three quarterly installments shall be deposited in advance on the dates specified in the agreement; and

(ii) Where the yearly bid amount exceed rupees twenty five lacs, it shall be deposited in equal monthly installments but the first installment shall be deposited before execution of the agreement. The remaining monthly installments shall be deposited in advance on the dates specified in the agreement.

(2) The monthly or quarterly installment, as the case may be, shall be paid in advance on due date as specified in the agreement.

(3) In case contractor fails to deposit monthly or quarterly installments on due date, the Mining Engineer or Assistant Mining Engineer concerned may cancel the contract and forfeit the security deposit:

Provided that action of cancellation of contract and forfeiture of security deposit shall not be taken without providing an opportunity of being heard to the contractor by issuing a fifteen day's notice on his registered e-mail address.

43. Execution of contract.- (1) The grantee shall submit security deposit, performance security and advance installment of bid amount and shall execute the agreement in Form -22 within fifteen days from the date of the receipt of sanction order.

(2) The terms and conditions included in the notice inviting bid shall be deemed to be part of the agreement.

(3) Where the bidder fails to comply with the provisions of sub-rule (1), the order of sanction shall be revoked by the competent authority and any amount deposited shall be forfeited and fresh e-auction shall be conducted:

Provided that in case all requisite formalities have been completed by the bidder within the specified time limit and agreement could not be executed due to any reason which is not on account of bona-fide fault of bidder, the competent authority may extend the period for execution of agreement with reasons to be recorded in writing.

Provided further that before revocation of sanction order if the contractor complies the formalities as mentioned in sub-rule (1) and apply for time extension for execution of the contract by depositing a penalty at the rate of nine percent of yearly bid amount for delay of every month or part thereof, the period of execution may be extended by the competent authority. The delay shall be calculated after fifteen days from receipt of the sanction order.

(4) The contract agreement shall be signed by the Mining Engineer concerned on behalf of the Governor as required under the provision of Article 299 of the Constitution of India.

44. Conditions of royalty collection contract and excess royalty collection contract.-Conditions of royalty collection contract and excess royalty collection contract shall be following;-

(1) The contractor shall make his own arrangements for collection of royalty and other permissible charges.

(2) The royalty receipt shall be in Form -23 or Form -24, as the case may be, duly stamped and issued by the Mining Engineer or Assistant Mining Engineer concerned.

(3) The contractor shall collect the royalty as far as possible, close to lease or licence area and if not possible or practical then at any other place near the lease or licence area but within the jurisdiction of the contract area:

Provided that such places shall only be established after prior approval in writing from the Mining Engineer or Assistant Mining Engineer concerned on an application with payment of rupees one thousand (non-refundable) for every place for which permission is required. The

Mining Engineer or Assistant Mining Engineer may refuse to grant permission for reasons to be recorded in writing for any particular place and shall communicate to the contractor.

(4) The contractor shall issue valid royalty receipts in Form -23 or Form -24 for the amount of royalty or excess royalty, permit fee or other charges collected for every dispatch of the said mineral and shall fill all the columns of the receipt. The contractor shall, give first copy of receipt to the in-charge of the vehicle, submit second copy of the receipt to the Mining Engineer or Assistant Mining Engineer concerned and shall retain third copy with him.

(5) The excess royalty collection contractor shall collect excess royalty only from such vehicles which are having valid rawanna issued by the lessees. The contractor shall retain second copy of the rawanna with him and shall return first copy after stamping to vehicle owner. The contractor shall deposit second copy of rawanna with second copy of receipt issued by him with monthly statement in Form -26 to the Mining Engineer or Assistant Mining Engineer concerned.

(6) The contractor shall not recover any royalty from the vehicles having royalty paid rawanna issued against yearly dead rent:

Provided that after weighment, if any quantity of mineral is found in excess of weight mentioned in rawanna, contractor may recover the royalty of such excess weight.

(7) The contractor shall not recover any royalty, if the mineral specified in the contract is used by the State Government Departments themselves under a valid short term permit or permit granted by the Mining Engineer or Assistant Mining Engineer concerned.

(8) The contractor shall not recover royalty and/or permit fee from short term permit or permit issued under these rules and same shall not be adjusted against the contract amount.

(9) The royalty shall be collected on the dispatch of minor minerals from the area specified in the contract and not on minor minerals brought from outside the contract area or from the major mineral leases.

(10) The contractor shall not recover royalty and/or permit fee for the minerals used in construction, repair or renewal of National, M ega Highways, Four or Six lane roads, laying and repair of Railway Tracks. For construction or repair of such works, a separate short term permit shall be issued *[to the works contractor and if the mineral is obtained from existing lease, separate rawanna for the aforesaid purpose shall be issued by the Mining Engineer or Assistant Mining Engineer concerned to the lessee. Royalty or Excess royalty and/or permit fee received from such work contractor shall not be adjusted against the contract amount].

(11) No royalty shall be recovered on the minor minerals removed from the areas which are not working pits of a lessee or licencee as provided in rule 74.

(12) The contractor shall not recover any royalty and/or permit fee from the minerals used in special works or schemes as specified by the Government, from time to time.

(13) The contractor shall submit online monthly statement of royalty collection and/or excess royalty collection with, or without permit fee or other charges in the Form -25 and Form -26 respectively within fifteen days.

(14) Where the contractor recovers royalty or other charges in excess of the specified rates, the excess amount so collected shall be recovered from the contractor and the contract shall be terminated after giving a fifteen day's notice and the contractor may be blacklisted or debarred for further royalty collection contract or excess royalty collection contract for a period of next five years.

(15) The contractor shall have no rights regarding leases or licences in the contract area except collection of royalty, permit fee or other charges mentioned in the contract for the actual weight of the mineral transported at the prevailing rates for which contract has been awarded.

(16) Cancellation and surrender of lease or licence, sanctioning of new lease or licence, revision of dead rent of existing lease, temporary or permanent closure of lease or licence by the Government or Court or due to any other reason in the area concerned, shall not have any impact on the yearly contract amount.

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* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

(17) The Contractor shall pay the installment of contract amount in advance on due date and if any amount is not paid on due date, it shall be collected as an arrears of land revenue and an interest at the rate of eighteen percent shall be charged from due date irrespective of any other action being taken for cancellation of contract or imposition of penalty.

(18) Where the contract amount is equal to or more than ten crore, the contractor shall install at least one electronic weigh bridge system on the route covering maximum transportation or dispatches of mineral in the contract area along with sufficient web cameras, computer with net connectivity and generator. The weigh bridge shall be integrated with that of departmental online system and shall hand over the weigh bridge along with all above equipment to the department in proper working condition after expiry or termination of the contract otherwise security deposit shall be forfeited. Government will explore the possibility of prescribing GPS tracking system.

(19) The contractor shall inform his registering authority about any contract allotted to him within fifteen day from the allotment.

(20) Contractor shall issue photo identity card duly signed and stamped by the Mining Engineer or Assistant Mining Engineer concerned to all nakedars or persons employed by him for royalty collection. The contractor shall submit a list of nakedars or persons to be engaged for royalty collection along with photo identity card and a fee of rupees one hundred for each identity card. Such identity cards shall be valid during the currency of the contract only. All the nakedars or persons shall keep the identity card displaying with them during collection of royalty.

(21) Contractor shall erect reflecting sign boards at each Naka or Check post clearly visible and legible from a distance mentioning name of the contractor, area of the contract, name of mineral, rate of royalty, permit fee and other applicable charges (if any) and name and contact number of the Mining Engineer or Assistant Mining Engineer concerned for any complaint.

(22) The contractor shall abide by all the terms and conditions of the contract and any amendment made under these rules and shall also follow all the instructions issued by the Government or any officer of the department.

(23) The contract may be terminated by the State Government if considered by it to be in public interest, after giving a fifteen day's notice.

(24) The contractor shall not transfer the contract as a whole or in part and shall also not grant any sub-contract to or in the name of any other person.

(25) The contractor shall intimate the change in their permanent address along with address proof to the Mining Engineer or Assistant Mining Engineer concerned within one month of such change.

(26) In case of default in the due observance of the terms and conditions of the contract, the Mining Engineer or Assistant Mining Engineer concerned may terminate the contract and forfeit the security deposit or alternatively may impose penalty as specified in Schedule V after providing an opportunity of being heard by issuing a notice of fifteen day's.

45. Debarring or Black listing of a contractor.- (1) The competent authority after recording reasons in writing may debar the contractor for participating in contract due to any of the following reasons, namely:-

(i) where the contractor does not execute contract, deposits security, performance security or advance installment after sanction of the contract;

(ii) where the contractor is found guilty of recovering royalty and/or permit fees and/or other charges in excess of the specified rates;

(iii) where the contractor is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the tender process, or after the grant or execution of the contract and there are sufficient reasons to believe that the contractor or his employee has been guilty of malpractices such as bribery, corruption, fraud, vitiating fair auction process;

(iv) where the contractor or his partner or his representative is found guilty of misbehavior with any officer or official of the Government connected with the contract directly or indirectly; and

(v) where the contractor or his partner or his representative has been convicted by a court of law for offence involving moral turpitude arising out of the contract.

(2) The competent authority after debarring the contractor may blacklist the contractor for participating in future contracts for a period of five years after giving him a fifteen day's notice.

CHAPTER VIII

ROYALTY ASSESSMENT

46. Self Assessment of royalty.- (1) Every lessee who has filed monthly and annual return within the prescribed time and not involved in illegal mining or transportation of mineral and there is no dispute regarding rate or amount of royalty or dead rent of the area concerned, shall, subject to provisions of sub-rule (2), be deemed to have been assessed for that year on the basis of annual return.

(2) Every year, minimum ten percent returns shall be thoroughly scrutinized and assessed manually. Such returns shall be selected through online system on randomly basis.

(3) The online acknowledgement receipt of annual return in Form -17 shall be treated as prima-facie evidence of self assessment and no separate order shall be required to be passed except where,-

(i) the return came under scrutiny; and

(ii) the assessing authority has sufficient reasons to believe that the online returns are incorrect.

47. Assessment on failure to deposit royalty or submit returns.- (1) Where an assessee has failed to deposit royalty in accordance with the provisions of these rules or has failed to submit online monthly and annual returns, the assessing authority shall after making such enquiry as it may consider necessary and after providing reasonable opportunity of being heard, assess royalty for that period to the best of his judgment.

(2) After adjustment of dead rent or royalty amount deposited in advance from the royalty so assessed under sub-rule (1), the remaining amount shall be payable by the assessee within fifteen days from the date of service of the notice of demand.

(3) No order under this rule shall be passed after the expiry of three year from the end of the period of assessment and the assessment after this period shall be treated as time barred and deemed to have been assessed.

48. Assessment of royalty incorrectly assessed.- (1) Where the assessing authority has reason to believe that assessee has avoided or evaded royalty or if for any reason, the whole or any part of dispatches of mineral from the leased area or consumption of mineral within the leased area, escaped royalty or was assessed at a low rate in any year, the assessing authority after giving the assessee a

reasonable opportunity of being heard, if any, may assess royalty to the best of his judgment at any time and for any period.

(2) No such assessment order under this rule shall be made in respect of dispatch and consumption of mineral for any year after expiry of seven years from the date of relevant assessment year:

Provided that this rule shall not apply for any assessment or re-assessment made in consequence of or to give effect to any finding or direction contained in an order of appeal or revision or in an order of any competent court.

49. Re-opening of cases of best judgment of assessment.- (1) Where an assessment has been made to the best of judgment by the assessing authority and the assessee makes an application to the assessing authority within thirty days from the date of service of notice of demand in consequence of assessment for the re-opening of the assessment on the ground,-

(i) that the assessee did not receive the summon or notice issued to him for the purpose of assessment; and

(ii) that the assessee was prevented by sufficient cause for complying with any summon or notice.

(2) The assessing authority, if satisfied about the existence of such ground, may cancel the assessment and proceed to make a fresh assessment:

Provided that the assessing authority of its own motion may also re-open the assessments made on the basis of best judgment if it has sufficient reasons to do so.

50. Creation of special division or circle for royalty assessment.- Notwithstanding anything contained in these rules, the Government may create any special division or circle for the purpose of royalty assessment for any mineral or group of minerals by notification.

CHAPTER IX

GRANT OF PERMIT

51. Short term permit.- (1) Short term permit may be granted for excavation and use of mineral masonary stone, murram, *[ordinary earth, bajri (other than river sand)] to a contractor for executing works of Government, Semi-Government, Local Body, Panchayati Raj Institution or Organizations aided or funded by the government.†":" and

‡[Provided that the short term permit for bajri (other than river sand) shall be granted in khatedari land only.]

(2) Short term permit may be granted for disposal of any mineral discovered during the process of construction of any building or a development project, outside the project area.

(3) Every application for grant of short term permit under sub-rule (1) and (2) shall be submitted to the Mining Engineer or Assistant Mining Engineer concerned mentioning quantity of minerals and period for which permit is desired along with following documents:-

(i) copy of work order or concessionary agreement;

(ii) copy of G-Schedule or bill of quantities;

(iii) plan and description of the area from where mineral will be excavated;

(iv) revenue record of the area; and

(v) consent of the khatedar in case land does not belong to the applicant.

(4) On receipt of application, the Mining Engineer or Assistant Mining Engineer concerned may grant short term permit after obtaining consents or approvals if required under any laws and on payment of permit fees, payable separately for each mineral, at the following rates:-

S.No.	Quantity of mineral	Permit fee (in Rs.)
1	2	3
1.	Upto ten tonnes	Twenty
2.	Exceeding ten tonnes and upto twenty tonnes	Fifty
3.	Exceeding twenty tonnes and upto fifty tonnes	Hundred
4.	Exceeding fifty tonnes and upto hundred tonnes	One hundred and twenty five
5.	Exceeding hundred tonnes	Rupees one hundred and fifty + rupees fifty for every additional hundred tonnes or part thereof

(5) Royalty on minerals shall be payable as per Schedule II.

(6) The short term permit holder shall also pay contribution to the District Mineral Foundation Trust fund as per rates specified in the District Mineral Foundation Trust Rules, 2016, as amended from time to time.

(7) §[The area for which short term permit may be granted shall not exceed one hectare and the period of such permit] shall be co-terminus with the work order, unless applied for a shorter period.

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* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 28-12-2017

† substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 28-12-2017

‡ inserted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 28-12-2017

§ Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

(8) The Mining Engineer or Assistant Mining Engineer concerned may refuse to grant a short term permit for any mineral in any area with reasons to be recorded in writing and the same shall be communicated to the applicant.

(9) The contractor may opt any of the following option to pay royalty for mineral consumed in the execution of work:-

(i) apply for permit along with bill of quantity or G-schedule, permit fees and opting for deduction of royalty and contribution in the District Mineral Foundation Trust fund from running bills by the department concerned. The contractor shall submit the record for the assessment, along with consumption certificate issued by the competent authority and get a no-dues certificate from the Mining Engineer or Assistant Mining Engineer concerned. If any refund has to be claimed, such application shall be submitted within thirty days of completion of the work;

(ii) apply for permit along with bill of quantity or G-schedule, permit fees, contribution in the District Mineral Foundation Trust and royalty amount. The contractor shall submit the record for the assessment, along with consumption certificate issued by the competent authority and get a no-dues certificate from the Mining Engineer or Assistant Mining Engineer concerned;

(iii) apply for permit along with bill of quantity or G-schedule and a self-certified undertaking stating that the entire quantity of mineral will be procured or used royalty paid:

Provided that the contractor shall submit the record of royalty paid minerals for the assessment, along with consumption certificate issued by the competent authority for making assessment and get a no-dues certificate from the Mining Engineer or Assistant Mining Engineer concerned; or

(iv) apply for royalty deduction from running bills to the Mining Engineer or Assistant Mining Engineer concerned along with bill of quantity or G-schedule and a self-certified undertaking stating that the entire quantity of mineral used shall be royalty paid. In such case, no assessment shall be required by the department and the deduction of royalty shall be done from the running bill by the works department concerned in following manner:-

(a)	For construction/widening of roads and building construction	Three percent of bill amount
(b)	For repairing and other works	One and half percent of bill amount

Provided that the Works Department, Local Bodies, Panchayati Raj Institution, Organizations concerned shall be responsible for deduction of royalty and contribution in the District Mineral

Foundation Trust fund on every running bill where contractor opt for deduction of royalty and contribution in District Mineral Foundation Trust fund from running bill.

(10) For the construction, repair and renewal of National or Mega Highways, Four or Six lane roads, laying and repair of Railway Tracks, contractors shall apply as per sub-rule (3) and royalty and other payments shall be paid as per clause (ii) of *[sub-rule (9) or may obtain separate royalty paid rawanna from existing leases as per sub-rule (10) of rule 44].

(11) Where contractor has excavated and dispatched or consumed mineral to the extent of ten percent over and above the quantity specified in the permit, only single time royalty and quantity more than ten percent but upto twenty five percent, two times of royalty on entire quantity over and above specified in the permit shall be recovered and any quantity more than twenty five percent, entire quantity over and above specified in the permit shall be treated as unauthorized excavation and contractor shall be liable to pay cost of such excess mineral which shall be computed as ten times of the royalty payable at the prevalent rate.

* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

(12) While procuring the minerals on which the royalty has been imposed by the Government, it shall be the responsibility of every procuring entity of the State Government to ensure that bills of all such material procured are accompanied with a substantial proof of royalty payment made to appropriate authority or to the authorised royalty collection contractor of the Government, as the case may be, failing which the material shall not be acceptable to any procuring entity.

(13) The State Government may reserve certain areas suitable for grant of short term permit to works department where such permits may be issued.

52. Permit.- (1) For removal of overburden, ordinary earth or murram accumulated in mining area,-

(i) the Mining Engineer or Assistant Mining Engineer concerned may grant permit to a person for dispatch of over burden or ordinary earth or murram lying inside or outside any lease area or quarry licence area on *[advance payment of] royalty, contribution to the District Mineral Foundation Trust fund as per rates specified in the District Mineral Foundation Trust Rules, 2016, as amended from time to time. Such permit shall be granted for a maximum period of six month for the quantity as desired by the applicant. Royalty, so deposited, shall not be adjusted against the dead rent or annual licence fee payable by the lessee or licencee:

Provided that where overburden, ordinary earth or murram is lying within the lease or licence area, permit may be granted to the lessee or licencee or to the person submitting consent of lessee or licencee.

Provided further that mineral so dispatched shall be accompanied with valid rawanna;

(ii) every application for permit shall be accompanied by a sketch map showing approximate location of such dump, quantity applied for and the period required for dispatch:

Provided that the Mining Engineer or Assistant Mining Engineer concerned after inspection, verifying quantum of dump and mineralogical examination, if required, may grant permit, after depositing royalty and other charges in advance.

(iii) the permit holder shall not dispatch minerals in excess of the quantity mentioned in the permit:

Provided that if permit holder has excavated and dispatched mineral to the extent of ten percent over and above the quantity specified in the permit, only single time royalty and quantity more than ten percent but upto twenty five percent, two times of royalty on entire quantity over and above specified in the permit shall be recovered and any quantity more than twenty five percent, entire quantity over and above specified in the permit shall be treated as unauthorized excavation and permit holder shall be liable to pay cost of such excess mineral which shall be computed as ten times of the royalty payable at the prevalent rate.

(iv) the Mining Engineer or Assistant Mining Engineer concerned may refuse to grant a permit with reasons to be recorded in writing and communicated to the applicant; and

(v) the permit holder shall be responsible for submission of record within fifteen days of the expiry of permit.

(2) For removal of minor mineral stock from major mineral leases,-

(i) the Mining Engineer or Assistant Mining Engineer concerned may after verification, grant permit for removal of minor mineral from major mineral lease area to the concerned lessee on advance payment of royalty, contribution to the District Mineral Foundation Trust fund as per rates specified in the District Mineral Foundation Trust Rules, 2016, as amended from time to time. Such permit shall be granted for a maximum period of six month for the quantity as desired by the lessee. Royalty, so deposited, shall not be adjusted in the dead rent payable by the lessee:

Provided that the lessee shall dispatch the minor mineral with valid rawanna.

* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

(ii) every application for permit shall be accompanied by a sketch map showing location of minor mineral stock, quantity and period required:

Provided that the Mining Engineer or Assistant Mining Engineer on verification, may grant permit, after depositing royalty and other charges in advance, mentioning therein quantity of mineral and period of permit; and

(iii) the Mining Engineer or Assistant Mining Engineer concerned may refuse to grant permit for any minor mineral with reasons to be recorded in writing and communicated to the applicant.

(iv) the lessee shall not dispatch minerals in excess of the quantity mentioned in the permit:

Provided that if lessee has dispatched mineral to the extent of ten percent over and above the quantity specified in the permit, only single time royalty and quantity more than ten percent but upto twenty five percent, two times of royalty on entire quantity over and above specified in the permit shall be recovered and any quantity more than twenty five percent, entire quantity over and above specified in the permit shall be treated as unauthorized dispatch and lessee shall be liable to pay cost of such excess mineral which shall be computed as ten times of the royalty payable at the prevalent rate.

(3) For extraction or removal of gypsum from agriculture land for improvement of land,-

(i) Notwithstanding anything contained in these rules, permit for excavation and removal of gypsum from the khatedari land shall be granted to the khatedar for improvement of his land after approval of the committee consisting of,-

(a) District Collector;

(b) Sub Divisional Officer of the area concerned;

(c) Mining Engineer or Assistant Mining Engineer; and (d)Senior Geologist or Geologist.

The committee shall grant its approval after considering the recommendation made under clause (iv) of this sub-rule:

Provided that the committee shall not grant the approval where the deposition of the gypsum is more than two meters from the surface.

Provided further that the approval shall not be granted for an area exceeding five hectare and for a period exceeding five years;

(ii) Superintending Mining Engineer concerned shall issue notification in two daily news papers, atleast one of which is state level and other having wide publicity in the area where permits are being granted, for inviting online application for grant of permit in khatedari land;

(iii) Application for permit shall be made online by the khatedar as per the conditions mentioned in the notification issued under clause (ii) of this sub-rule;

(iv) On receipt of application for permit, Mining Engineer or Assistant Mining Engineer concerned shall inspect the area along with Senior Geologist or Geologist and Tehsildar and forward their recommendation regarding depth of gypsum deposition, quantity of

gypsum, necessity of removal of gypsum from the land for which permit is sought to the committee specified in clause (i) of this sub-rule within fifteen days of receipt of the application;

(v) On receipt of the recommendation submitted under clause (iv) of this sub-rule, the committee specified in clause (i) of this sub-rule, shall examine and communicate it's decision to the Mining Engineer or Assistant Mining Engineer concerned within thirty days;

(vi) After approval of the Committee, the Mining Engineer or Assistant Mining Engineer concerned shall, within seven days, inform the applicant to submit environment clearance, if applicable, issued by the competent authority and deposit the security amount of rupees forty thousand in the form of fixed deposit receipt of any Nationalized or Scheduled bank or National Saving Certificates pledged in favour of the Mining Engineer or Assistant Mining Engineer concerned;

(vii) On completion of the formalities mentioned in clause (vi) of this sub-rule, the Mining Engineer or Assistant Mining Engineer concerned shall issue permit to the khatedar and also issue ravanna for despatch of mineral after deposition of the following amount:-

(a) permit fee at the rate of rupees one thousand + rupee one per tonne of mineral to be despatched;

(b) royalty as per Schedule II;

(c) premium amount at the rate of rupees one hundred per tonne of mineral to be despatched; and

(d) contribution to the District Mineral Foundation Trust as per the rates specified in the District Mineral Foundation Trust Rules, 2016, as amended from time to time:

Provided that where royalty collection contract or excess royalty collection contract is awarded, amount mentioned in sub-clause (b), (c) and (d) may be collected by the contractor at approved check post or nakas from vehicles carrying mineral gypsum.

Provided further that validity of ravanna shall not be more than six months from the date of issue;

(viii) The permit holder shall remove the mineral gypsum as per terms and conditions specified in the permit. The permit holder shall not despatch mineral in excess of quantity specified in the permit:

Provided that, if the permit holder has despatched mineral in the excess of ten percent of quantity specified in the permit, entire quantity in excess of quantity specified in the permit shall be treated as illegal and shall be charged at the rate of ten times of the royalty;

(ix) The Mining Engineer or Assistant Mining Engineer concerned may refuse to grant permit with the previous approval of the committee, specified in clause (i) of this sub-rule, after recording the reasons and same shall be communicated in writing to the applicant;

(x) The permit holder khatedar shall not,-

(a) assign, sublet, mortgage or transfer the permit in any other manner or any right, title or interest therein; and

(b) enter into, or make any arrangement, contract or understanding whereby the permit holder will or may be directly or indirectly financed to a substantial extent and by or under which the excavations will or may be substantially controlled by, any person or body of persons other than the permit holder.

(xi) In case of any violations of terms and conditions of the permit, the permit shall be cancelled by the Mining Engineer concerned after taking approval of the committee mentioned in sub-clause (i) of this sub-rule with forfeiture of security with immediate effect; and

(xii) The permit holder shall submit quarterly records to the Mining Engineer or Assistant Mining Engineer concerned for assessment of royalty and further ravanna shall only be issued after assessment of royalty and deposition of assessed amount.

53. Brick earth permit.- (1) No brick earth permit shall be granted,-

(i) in khatedari land, to a person other than khatedar or without obtaining written consent of the khatedar duly attested by Notary Public or Oath Commissioner;

(ii) if area is less than 1.00 hectare; and

(iii) if depth of brick earth is more than two meters from the surface.

*[(2) The quantity of brick earth for which permit may be granted shall be calculated on the basis of following formula:-

Annual quantity of brick earth (tonnes) = 150 x W x N

Where W means the weight of one thousand bricks of size 9″ x 4.5″ x 3″ and shall be taken as two point eight tonnes and N means number of vertical columns (ghodies) of bricks between the outer and inner walls of brick kiln along its width. The royalty of the annual quantity of the permit shall be calculated by the above mentioned formula at the rates specified in Schedule II.]

(3) The application for grant of permit for chimney bhatta or the bhatta which uses blowers etc. in place of chimney for air or smoke circulation shall be submitted online through departmental web portal to the Mining Engineer or Assistant Mining Engineer concerned in Form -27;

(4) Every application made under sub-rule (3) shall be accompanied by,-(i)a non refundable application fee of rupees two thousand;

(ii) a scanned copy of khasra map and revenue record showing location of area applied for permit from where brick earth will be excavated duly verified by the Patwari concerned;

* Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

(iii) a scanned copy of khasra map and revenue record showing existing or proposed location of brick kiln;

(iv) a scanned copy of an affidavit of the applicant that no dues of the department are outstanding against him or any member of his family and also against a firm or company to which he/she is or was a partner or director;

(v) a scanned copy of notarised consent from the land owner where land is not owned by the applicant for excavation of brick earth;

(vi) a scanned copy of an affidavit of the applicant that he shall get land conversion from the Revenue Department for making brick kiln;

(vii) a scanned copy of agreement between applicant and brick kiln owner, in case brick kiln is not owned by the applicant;

*[(viii) first installment equal to one fourth of annual royalty; and]

(ix) security deposit of †[equal to fifty percent of annual royalty] in the form of fixed deposit receipt of any nationalized or scheduled bank or national saving certificates or any other form of securities which may be notified by the Government and duly pledged in favour of the Mining Engineer or Assistant Mining Engineer concerned.

(5) The Mining Engineer or Assistant Mining Engineer concerned shall issue permit in Form -28 after field verification. In case, permit holder wants to include nearby areas or any separate khasra in permit, it shall be included by the Mining Engineer or Assistant Mining Engineer concerned after deposition of fee rupees two thousand at every instance.

(6) The Mining Engineer or Assistant Mining Engineer concerned may refuse to grant permit or include additional area in the existing permit with reasons to be recorded in writing and communicated to the applicant with forfeiture of application fee:

Provided that such action shall not be taken unless the applicant fails to comply the deficiencies after serving a fifteen days' notice.

(7) Permit shall be granted for a period of minimum one year and maximum ten years and period shall end on 30th of September.

(8) Every brick earth permit shall have following conditions, namely:-

‡[(i) The permit holder shall deposit annual royalty along with contribution the District Mineral Foundation Trust fund in advance equated quarterly installments.;]

(ii) Before excavation of brick earth from permit area, the permit holder shall remove top soil upto depth of one foot and store it separately for reclamation of the land after excavation of brick earth;

(iii) Next permit shall only be issued after verification of reclamation of stored top soil;

(iv) The permit holder shall transport such brick earth only to that brick kiln for which permit has been issued;

§[(v) The permit holder shall be deposit within sixty days form the enhancement of royalty, a further sum so as to make the total security deposit as mentioned in clause (ix) of sub-rule (4); and]

(vi) The owner of every brick kiln shall obtain a separate permit for each brick kiln. Brick earth excavated under the permit issued for one brick kiln shall not be used for another brick kiln;

(vii) Where the quality of brick earth in area granted under permit is not suitable for making bricks or mineral is exhausted, **[the permit holder may surrender the brick earth permit by making an application in this regard alogwith a no dues certificate to the Mining Engineer or Assistant Mining Engineer concerned mentioning the indented date of surrender;

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* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

† substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

‡ substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

§ substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

** substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

Provide that application for surrender of permit shall only be allowed if it is for one or more complete year (s)]

(viii) The permit holder shall have the liberty at all times during the period of the permit in respect of the land for which permit is granted to enter upon the area and to mine, bore, dig, drill, win work, stock, dress, process, convert, carry away and dispose of the said mineral;

(ix) The permit holder shall confine his working within the limits of the permit area and upto depth of two meters from the surface;

(x) The permit holder shall not obstruct approach to the adjoining leases, licences or permits. In case of any dispute about the approach road, directions of the Mining Engineer or Assistant Mining Engineer concerned shall be final and binding;

(xi) The permit may be cancelled by the Mining Engineer or Assistant Mining Engineer concerned if holder of a permit commits any breach of terms and conditions of the permit after giving a fifteen day notice with forfeiture of the security deposit:

Provided that if the permit holder contravenes any term and condition of the permit and after receiving a fifteen day notice, complies the breaches after notice period but before cancellation of the permit, then ten percent of security deposit for every breach shall be forfeited; and

(xii) Transfer of permit shall not be allowed.

(9) All existing permits granted under the Brick Earth Policy, 1994 shall be deemed to have been granted under these rules.

CHAPTER X
OFFENCES, PENALTIES AND PROSECUTIONS

54. Illegal mining, transportation and storage of minerals.- (1) No person shall undertake any prospecting or mining operations in any area without holding any mineral concession, permit or any other permission granted or permitted under these rules, as the case may be and shall not dispatch mineral from the mines, except from the quarry licenced area or bricks, without valid rawanna or transit pass.

(2) No person shall transport or store or cause to be transported or stored any mineral otherwise than in accordance with the provisions of these rules.

(3) Whoever contravenes the provisions of sub-rule (1) and (2) shall be punished with imprisonment for a term which may extend to five years or with fine which may extend to five lacs rupees, or with both:

Provided that the Additional Director Mines, Superintending Mining Engineer, Superintending Mining Engineer(vigilance), Mining Engineer, Mining Engineer (vigilance), Assistant Mining Engineer, Assistant Mining Engineer (vigilance), Mines Foreman, Surveyor or any other officer or official authorised by the Government, Director or Additional Director Mines may either before or after the institution of the prosecution, compound the offence committed in contravention of the sub-rule (1) and (2) on payment of cost of mineral and compound fee as mentioned below:-

S.No.	Vehicle/Equipment	Compound
1	2	3
1.	Tractor trolley	Twenty five
2.	*[Truck/Dumper/any other vehicles gross vehicle weight up to sixteen tonnes (as per registration certificate of the vehicles)] and	Fifty thousand
3.	†[Truck/Dumper/any other vehicles gross vehicle weight more than sixteen tonnes (as per registration certificate of the vehicles) and] Wire saw, crane, excavator, loader, power hammer, compressor, drilling machine etc.	One lacs

Note: Cost of the mineral shall be taken as ten times of royalty in lieu of rent, royalty, compensation for environmental degradation and tax chargeable on the land occupied without lawful authority, etc..

Provided that the amount of compound fee in cases other than specified as above shall not be less than rupees twenty thousand and shall be in addition to the cost of mineral.

* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

† substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

(4) Where any person trespasses on any land in contravention of the provisions of sub-rule (1), such trespasser may be served with an order of eviction by the Additional Director Mines, Superintending Mining Engineer, Superintending Mining Engineer (vigilance), Mining Engineer, Mining Engineer (vigilance), Assistant Mining Engineer, Assistant Mining Engineer (vigilance), District Collector, Sub-Divisional Officer, Tehsildar, Deputy Conservator of Forest (in forest land), Assistant Conservator of Forest (in forest land), Regional Forest Officer (in forest land), Revenue Intelligence Officer of State Directorate of Revenue Intelligence (SDRI), Mines Foreman, Surveyor or any other officer or official authorised by the Government, Director or Additional Director Mines in this behalf.

(5) Whenever any person, without a lawful authority, raises any mineral from any land other than under any mineral concession or any other permission and for that purpose bring on the land any tool, equipment, vehicle or other thing, such tool, equipment, vehicle etc. along with mineral, if any, may be seized by the authorities mentioned in sub-rule (4) who shall give a receipt to the person from whose possession the property or mineral is seized:

Provided that every officer seizing any property or mineral under this rule may handover the property or mineral so seized to the nearest police station or police chauki.

Provided further that the seized vehicle, equipment or mineral may be released after deposition of cost of mineral along with the compound fees as specified in sub-rule (3).

Provided also that where mineral so raised has already been dispatched or consumed, the authorities mentioned in sub-rule (3) shall recover cost of mineral along with the compound fees as specified in sub-rule (3).

Provided also that where vehicle, equipment or mineral so seized is not released, the officer seizing the property or mineral shall make a report of such seizure within seventy two hours to his superior officer and to the Magistrate having jurisdiction.

(6) All property seized under this rule shall be liable to be confiscated by an order of Magistrate if the amount equal to ten times of royalty in lieu of cost of mineral, rent, royalty, compensation for environmental degradation and tax chargeable on the land occupied without lawful authority, etc. is not paid by the trespasser within a period of three months from the date of commission of such offence or when the recoveries are not affected by that time:

Provided that on payment of these dues within the said period of three months, all properties seized shall be ordered to be released and shall be handed over to the trespasser or the owner of the property.

(7) Where the person committing an offence under these rules is a company registered under Companies Act, every person who at the time when the offence was committed, was incharge and was responsible to the company for conduct of the business of the company, shall be deemed to be guilty of the offence and shall be liable to be prosecuted and punished accordingly:

(8) The mines, revenue, police and transport department shall made co-ordinated efforts to vigil illegal mining or transportation of the mineral.

55. Contravention of certain conditions of lease.- Any lessee, his transferee or his assignee breaches any condition of the lease mentioned in clause (x) of sub-rule (1) of rule 28 and/or clause (iv) of sub-rule (2) of rule 28 shall be punished with imprisonment for a term which may extend to one year or with fine which may extend to rupees five thousand or both. In case of continuous contravention, the additional fine upto five hundred rupees for every day during which such contravention continues after conviction for the first such contravention shall be imposed.

56. Offence cognizable only on written complaint.- No court shall take cognizance of any offence punishable under these rules except upon a complaint in writing made by the authorities mentioned in sub-rule (4) of rule 54:

Provided that Mines Forman or Surveyor shall obtain approval of the Mining Engineer or Assistant Mining Engineer concerned before filing any complaint.

57. Role of police.- The authorities empowered to take action under rule 54 and rule 60 may request in writing for the help of the police and the police authorities shall render such assistance, as may be necessary, to enable the officer or official to exercise the powers conferred on them by

these rules to stop illegal mining and the illegal movement of minerals. In case of theft of mineral, First Information Report shall be lodged in the respective police station under relevant section of the Indian Penal Code, 1860.

58. Investigation of offences.- (1) Subject to such conditions as may be specified, authorities as mentioned in sub-rule (4) of rule 54 shall investigate all or any of the offences punishable under these rules.

(2) Every officer so authorised shall in the conduct of such investigations, exercise the powers conferred by the Code of Criminal Procedure, 1973, upon an officer in-charge of a police station for the investigation of a cognizable offence.

59. Power to take evidence on oath.- The assessing authority or investigating officer as mentioned in sub-rule (4) of rule 54 and the appellate authority shall for the purpose of these rules have the same powers as are vested in a court under the Code of Civil Procedure, 1908, when trying a suit in respect of the following matters namely:-

(i) Enforcing the attendance of any person and examining him on oath or affirmation;

(ii) Compelling production of documents; and

(iii) Issuing commission for examination of witnesses and any proceedings before the appellate authority, the assessing authority and investigating officer shall be deemed to be a "Judicial Proceedings" within the meaning of section 193, 196 and 228 of the Indian Penal Code, 1860.

60. Establishment of check posts or barriers and inspection of minerals in transit and weighment.- (1) To prevent or check the evasion of royalty, the Mining Engineer or Assistant Mining Engineer concerned may direct to establish check post or barrier at such place and for such period as may be specified in the order.

(2) The Director, Additional Director Mines, Superintending Mining Engineer, *[Superintending Mining Engineer(vigilance)], Mining Engineer, Mining Engineer (vigilance), Assistant Mining Engineer, Assistant Mining Engineer (vigilance), Mines Foreman, Surveyor, Field Assistant, Nakedar or any other officer or official authorised by the State Government, Director or Additional Director Mines may check a vehicle carrying the mineral at any place and the owner or the person in charge of the vehicle shall furnish a valid rawanna or transit pass or royalty receipt duly authenticated by the department in the specified form and any other documents or particulars as demanded by such officer.

(3) At every check post or barrier set up under sub-rule (1) or at any other place when so required by the officer incharge of the check post or officers or officials empowered in sub-rule (2), the owner or any person incharge of the vehicle shall stop the same, get the minerals contained therein weighed, shall pay weighing charges as fixed by the Government, from time to time and shall keep the vehicle stationed so long as may reasonably be necessary and allow officer in charge of the check post or such officer to examine the minerals in transit and also inspect all records relating to the minerals in possession of such owner or other person. The owner or person incharge of the vehicle shall, if so required by the officer in charge of the check post or any other officer, so empowered give his name and address as also that of the owner of the vehicle and the name and address of the consignor and the consignee. After checking the minerals and vehicle, the officer incharge of the check post or such officer shall put his signature on the rawanna, transit pass or royalty receipt so as to avoid any further checking at another check post.

(4) Every owner or person incharge of a vehicle shall carry with him a valid rawanna, transit pass or royalty receipt duly authenticated by the department in respect of the mineral carried and shall produce the same before any officer incharge of a check post or other officer or official empowered under sub-rule (2).

Explanation: Mineral shall not cease to be mineral by reason of being subjected to any process like crushing, breaking, drying, pulverizing, calcinising or any other procedure intended to make the mineral fit or suitable for sale or consumption.

* Inserted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

(5) Where the officer incharge of the check post or any other officer or official empowered under sub-rule (2) above has a reason to believe that royalty is likely to be evaded in respect of any mineral liable to be assessed for royalty, such officer may require the owner or person incharge of the vehicle to pay an amount equal to ten times of royalty in lieu of cost of mineral, rent, royalty, compensation for environmental degradation and tax chargeable on the land occupied without lawful authority, etc. along with compounding fee as specified in sub-rule (3) of rule 54:

Provided that where on weighment or by measurement at the check post, it is found that the entire quantity of mineral is not covered by the rawanna, the amount of royalty on such difference, shall be recovered by the officer incharge of the check-post.

(6) The officer incharge of the check post or the officer or official empowered under sub-rule (2) shall have the power to seize and confiscate mineral alongwith vehicle which is not covered by a valid rawanna, transit pass or royalty receipt duly authenticated by the department, if the owner or person incharge of the vehicle refused to make payment as required under sub-rule (5), the seized vehicle alongwith mineral shall be handed over to the incharge of nearest Police Station, Police Chauki or departmental check post. The officer incharge of the check post or any officer or official empowered in this behalf shall give a receipt of such mineral alongwith vehicle seized by him to the person from whose possession or control it is seized. The officer incharge of the check post or any officer or official empowered under sub-rule (2) may direct the owner or person incharge of the vehicle to carry the vehicle alongwith mineral, so seized, to the nearest Police Station, Police Chauki or departmental check post.

(7) Whenever an order of confiscation in respect of mineral alongwith vehicle seized under sub-rule (6) is made by an officer or official empowered by the Government in this behalf, such officer shall give an option to the owner or incharge of the vehicle to pay an amount as specified in sub-rule (5) in lieu of such confiscation. In case of failure of the owner or person incharge of the vehicle to avail such option, the confiscated material may be disposed off by the confiscating officer or any other officer authorised in this behalf by public auction or he may sell it directly at the rate prevalent in the adjacent area:

Provided that no such mineral alongwith vehicle confiscated under sub-rule (6) shall be disposed off by the confiscating officer or any other officer authorized in this behalf before forty eight hours of such confiscation and till that time option shall remain with the owner or person incharge of the vehicle to carry the mineral after paying an amount as per sub-rule (5).

(8) The Director may authorize any electronic weigh bridges established in the State by third parties for weighment of mineral, on such conditions as may be specified.

(9) The mineral concession holder or registered weigh bridge owner shall allow authorities mentioned in sub-rule (4) of rule 54 at any time or times during the said term to examine and test every weighting machine and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if any ambiguity is found, the same shall be rectified by the mineral concession holder or registered weigh bridge owner.

61. Powers of entry, inspection of records and seizure of books of accounts of a dealer or assessee.- (1) An assessing authority or investigating officer not below the rank of Assistant Mining Engineer or Revenue Intelligence Officer of the State Directorate of Revenue Intelligence or any other officer or official authorized by the Government or Director in this behalf may for the purpose of these rules, require any dealer or assessee to produce before him the accounts, registers and other documents and to furnish any other information relating to mining operations or business.

(2) All accounts, registers and other documents pertaining to the business of a dealer or assessee, the minerals in his possession or in the possession of his agent or broker for the time being on his behalf and their office, godown, factory, vehicle or any other place where the business is done or accounts are kept shall be open for inspection and examination by any such authority at all reasonable time.

(3) Where any such authority has reason to suspect that any dealer or assessee is attempting to evade payment of royalty or other dues under these rules, he may, for the reasons to be recorded in writing, seize such accounts, registers or other documents of the dealer or assessee as he may consider necessary and shall give receipt to the dealer, assessee or any other person from whose custody such accounts, registers and documents are seized. The accounts, registers and documents

so seized shall be retained by such officer only for their examination, for any inquiry or proceedings under these rules or for prosecution:

Provided that the accounts, registers and documents so seized shall not be retained by such officer beyond a period of three months from the date of seizure without the written order of the Director for reasons to be recorded in writing.

Provided further that before returning the accounts, registers and documents, such officer may require that the dealer or assessee shall give a written undertaking that the accounts, registers and documents, shall be presented whenever required by authorities mentioned in sub-rule (1) for proceedings under these rules and that such undertaking shall be supported by a security deposit of rupees ten thousand in form of National Saving Certificate or Fixed Deposit Receipt duly pledged in favour of the authority concerned.

(4) For the purpose of sub-rule (2) and (3), any such authority shall have powers to enter and search at all reasonable times any offices, godown, factory or vehicle or any other place of business or any building or place where any such authority, has reason to believe that the dealer or assessee keeps or for the time being keeping any mineral's accounts, registers or other documents pertaining to his business or mining operations and also to search the body of any other person found in such office, godown, factory, vehicle, building or place about whom any such authority has reason to suspect that he may have in his personal possession any such minerals, books of accounts, registers or documents.

(5) Such authority may, when it is not practicable to seize any books or accounts, registers, documents or mineral, serve upon the dealer or assessee or the person who is in immediate possession or control thereof, an order that he shall not remove, part with or otherwise deal with them except with the previous permission of such authority.

(6) The power conferred by sub-rule (4) and (5) shall include the power to break or open any box or receptacle in which any mineral, accounts, registers or documents of dealer or assessee may be contained or to break or open the door of any premises where any such mineral, accounts registers or documents may be kept or to place marks of identification on his books of accounts, registers or documents to make or cause to be made extracts or copies thereof:

Provided that the power to break or open the door shall be exercised only after the dealer or assessee or any other person in occupation of the premises, if he is present therein, fails or refuses to open the door on being called upon to do so.

(7) Any such authority shall have power to seize any mineral, the removal or sale of which is liable to payment of royalty or cost and which are found in possession of a dealer or assessee or in the possession of his agent or broker or of any other person for the time being on his behalf or in any office, godown, factory, vehicle or any other place of business or building of the dealer or assessee or of the agent, the broker or of any other person holding the said mineral on his behalf but not accounted for by the dealer or assessee in his accounts, registers and other documents maintained in the course of his business or any mining operations:

Provided that list of minerals or documents seized under this sub-rule shall be prepared by such authority and signed by two respectable witnesses.

(8) Such authority may after giving an opportunity of being heard and holding such further inquiry as he may consider fit, realize from the dealer or assessee, for the possession of mineral not accounted for, an amount equal to ten times of royalty in lieu of cost of mineral, rent, royalty, compensation for environmental degradation and tax chargeable on the land occupied without lawful authority, etc..

(9) Such authority may release the mineral or documents seized under these rules on payment of an amount equal to ten times of royalty in lieu of cost of mineral, rent, royalty, compensation for environmental degradation and tax chargeable on the land occupied without lawful authority, etc. or on furnishing such security deposit in the form of Bank Guarantee for a minimum period of six months equivalent to above mentioned amount for payment thereof as he may consider necessary.

(10) Any such authority may require any person,-

(i) who transports or holds in custody for delivery to or on behalf of any dealer or assessee, any mineral, to give any information likely to be in his possession in respect of such mineral or to permit inspection thereof as the case may be; and

(ii) who maintains or has in his possession any accounts, books or documents relating to the business or mining operations, to produce such accounts, books or documents for inspection.

(11) The provisions of the Code of Criminal Procedure, 1973 relating to searches shall apply, so far as may be, to the searches made under these rules.

62. Power to summon.- (1) The assessing authority for the observance of these rules and for reasons to be recorded may summon any person using and/or dealing in the mineral in the State and may demand necessary information and sources from where the mineral has been procured and the assessing authority may also depute any officer or official by a general or special order in writing to collect such information and thereafter assess the royalty or an amount equal to ten times of royalty in lieu of cost of mineral, rent, royalty, compensation for environmental degradation and tax chargeable on the land occupied without lawful authority, etc. recoverable as the case may be.

(2) Any person who is engaged in dealing of minerals shall maintain a correct account of mineral purchased, stocked and sold by him and these records shall be produced for inspection, if required by assessing authority or a person authorized by assessing authority in this behalf:

Provided that if such dealer fails to produce record of mineral purchased by him, the assessing authority may enter into any place where the mineral is stored and measure or count it and assess an amount equal to ten times of royalty in lieu of cost of mineral, rent, royalty, compensation for environmental degradation and tax chargeable on the land occupied without lawful authority, etc. which shall be recovered from the dealer.

CHAPTER XI

APPEAL AND REVISION

63. Appeal.- (1) Any person aggrieved by any order of the Superintending Mining Engineer, Superintending Mining Engineer (Vigilance), Mining Engineer, Mining Engineer (Vigilance), Assistant Mining Engineer or Assistant Mining Engineer (Vigilance) passed under these rules shall have the right of appeal to the Additional Director Mines authorized by the Government.

(2) Any person aggrieved by any order passed in appeal under sub-rule (1) or any other order passed by the Director or Additional Director Mines under these rules shall have the right of appeal to the Government.

(3) Every appeal shall be made in Form -29 in duplicate and shall be accompanied by a fee of rupees five thousand.

(4) An appeal shall be filed within three months of the date of communication of the order appealed against:

Provided that an appeal may be admitted after the said period if the appellate authority is satisfied that the appellant has sufficient cause for not filing the appeal within the said period but the appeal shall not be admitted after expiry of six month from the date of order appealed against.

64. Revision.- (1) The Government, in respect of any order passed in appeal or otherwise under these rules by any officer, may on an application by an aggrieved party or of its own motion call for and examine the connected records for the purpose of satisfying itself as to the correctness, legality or propriety of such order, may confirm, modify or rescind such order.

(2) A revision shall be filed within three months of the date of communication of the order:

Provided that an application for revision may be admitted by the Government after the said period of three months if the Government is satisfied that the applicant had sufficient cause for not filing the revision application in time but the revision shall not be admitted after expiry of six month from the date of order revisioned against.

(3) Every application for revision shall be made in Form -30 in duplicate and shall be accompanied by a fee of rupees five thousand.

65. Procedure of appeal and revision.- (1) On receipt of appeal or revision, copy of appeal or revision as the case may be, shall be sent to the officer whose order is the subject of appeal or revision or other authority and to all the impleaded parties calling upon them to make such comments as they may like to make within three months from the date of issue of communication.

(2) Comments received from any party under sub-rule (1) above shall be made available to the other parties for making such further comments as they may like to make within one month from the date of issue of such communication.

(3) The appeal or revision, communications containing comments referred in sub-rule (1) and (2) shall constitute the record of the case.

(4) After considering the record referred in sub-rule (3), the appellate or revisional authority may confirm, modify or set aside the order or pass such other order in relation thereto as it may deem just and proper.

(5) Pending the final disposal of appeal or revision, the appellate or revisional authority may, for sufficient cause, stay the execution of the order against which appeal or revision has been made.

CHAPTER XII

MISCELLANEOUS

66. Amalgamation of mining leases or quarry licences.- The competent authority may, in the interest of mineral development and with reasons to be recorded in writing, permit amalgamation of two or more adjoining leases or licences held by a lessee or licencee, as the case may be:

Provided that the period of the amalgamated lease or licence shall be co-terminus with the lease or licence whose period expires first.

67. Application of these rules.- These rules shall apply to all existing mining leases and quarry licences granted or renewed or period of which have been extended, short term permit, permit, royalty collection contract, excess royalty collection contract with or without collection of permit fee or other charges, granted before the commencement of these rules.

68. Assessment of compensation for damage.– (1) After the termination of a mining lease, the Government shall assess the damage, if any, done to the land by the prospecting or mining operations and shall determine the amount of compensation payable by the licensee or the lessee as the case may be to the occupier of the surface land.

(2) Every such assessment shall be made within a period of one year from the date of termination of the mining lease by an officer appointed by the Government in this behalf.

[*]**[68A. Bajri mining guidelines**.- For mining of mineral bajri, the State Government may issue guidelines, from time to time. The guidelines so issued shall not be inconsistent with the provisions of these rules.]

69. Change of name, nationality, etc., to be intimated.- (1) An applicant or the holder of a mineral concession shall intimate to the Government within sixty days any change that may take place in his name, nationality or other particulars furnished to the Government.

(2) If the holder of a mineral concession fails without sufficient cause to furnish the information referred to in sub-rule (1), the Government may impose a fine which may extend to rupees two lacs and in case of continued contravention of the provisions of sub-rule (1), the Government may determine the mineral concession:

Provided that no such order shall be made without giving the lessee or licencee, as the case may be, a reasonable opportunity of stating his case.

70. Delegation of powers.- (1) Any power exercisable under these rules by the Government shall also be exercised by such officer or authority subordinate to the Government as mentioned in Schedule VI appended to these rules.

[*] added vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

(2) The Government may further, by notification in the Official Gazette direct that any power exercisable by it under these rules may in relation to such matters and subject to such conditions, if any, as may be specified in the notification be exercisable also by such officer or authority subordinate to the Government.

71. Dues may be recovered as arrears of land revenue.- Notwithstanding anything contained in these rules, Government may recover any dues in respect of dead rent, royalty, licence fee, royalty collection contract amount, excess royalty collection contract amount, contribution to the District Mineral Foundation Trust fund, any other dues together with interest, if applicable, cost of mineral, penalties as an arrears of land revenue.

72. e-Payment.- All type of fee, penalty, dues, dead rent, royalty or any other payment payable under these rules shall be made through e-payment only.

Provided that the Mining Engineer or Assistant Mining Engineer concerned may deposit any payment manually in case of technical problem in the system. In such case, as soon as the system starts working, the Mining Engineer or Assistant Mining Engineer concerned shall upload such manual deposits in the online system.

73. e-Rawanna.- (1) It shall be mandatory for the lessee to obtain e-rawanna generated through online.

(2) Every lessee shall have to get himself registered with departmental website and have to get user id and password. After login, he may not only generate e-rawanna but also get access to lease details, demand register and all other information pertaining to the lease.

(3) In case of any technical problem in generation of e-rawanna, the lessee may obtain rawanna in physical form from the Mining Engineer or Assistant Mining Engineer concerned.

(4) The lessee shall have to upload the details of physical rewanna so issued in the system as soon as the system is restored.

74. Exemptions.- (1) Notwithstanding anything contained in these rules, extraction or removal of gypsum for improvement of agriculture land, digging or extraction of brick earth used for making bricks or pottery, ordinary earth or murrum used for filling, leveling or embankment of roads or railways upto depth of two meters shall not be treated as mining operations:

Provided that such operations shall be carried out under short term permit, permit or brick earth permit issued by the Mining Engineer or Assistant Mining Engineer concerned.

(2) Notwithstanding anything contained in these rules, no rent, royalty or fee shall be charged for,-

(i) excavation of ordinary clay including brick making clay and masonary stone from areas, which are not working pits of a holder of mineral concession, by a tenant for bonafide purpose of construction or repairs of,-

(a) irrigation tanks, channels and drains;

(b) wells;

(c) compound walls for fields; or

(d) residential house including compound walls and cattle sheds in rural areas:

Provided that,-

(I) such excavation and removal of aforesaid mineral shall be on the basis of the permits issued by the Panchayat or Patwari of the village, where the tenant resides. The permit shall contain the details of the total quantity of mineral, period, its area of excavation and removal and name and address of the tenant; and

(II) nothing in this sub-rule shall abridge the rights of cultivators under section 36 of the Rajasthan Tenancy Act, 1955.

(ii) excavation of ordinary earth from village ponds or tanks situated in gram panchayat for de-silting and further use of such earth by tenants for filling or leveling in agricultural fields or any other community work in village;

(iii) excavation of ordinary clay by hereditary kumhars who prepare earthen pots on a cottage industry basis;

(iv) excavation of ordinary clay manually by earthen tile makers who prepare earthen tiles (kawelus) on a cottage industry basis;

*[(iv-a) excavation of brick earth used in making bricks by way of awa kajawa for non commercial purpose;]

(v) search for and obtaining the samples of minerals on the surface by chipping of outcrops without involving any disturbance of the soil by way of bore hole, pit, trench or otherwise;

(vi) cutting and filling or leveling of any land to make it suitable for colonisation work;

(vii) channelisation of any river system for protection works from any incidence of inundation or flooding, provided the mineral extracted in the process is used at the same place for creation of safety embankments and is not disposed off outside such area;

(viii) excavation of masonary stone, murrum and bajri from areas which are not the working pits of a holder of mineral concession by any person or institution, for construction of public utility buildings such as schools and hospitals in the rural areas from donation or contribution:

Provided that such excavation and removal of aforesaid minerals, shall be under a permit granted by the Mining Engineer or Assistant Mining Engineer concerned, after verification from the Sarpanch or Pradhan;

(ix) excavation of ordinary earth from the borrow land and used in the construction of road or embankment †[anicuts, canal, dams in government works except construction of national highway, state highway and railway tracks];

(x) excavation of ordinary earth from sources situated in gram panchayat for personal use or community work in village; and

(xi) community works like rural roads or any other departmental activities undertaken by the rural development department or panchayat raj institutions.

(3) The Government may, by notification in the Official Gazette, exempt any person or class of persons from the purview of these rules, provided that the mineral is stored or carried for the purpose of scientific test.

75. Null and void.- No mining lease, quarry license, short-term-permit or any other permit shall be granted otherwise than in accordance with the provisions of these rules and if granted shall be deemed to be null and void.

76. Mutation of mineral concession, contract and permit.- (1) Where a holder of mineral concession, contract or permit, being an individual, dies during the currency of the mineral concession, contract or permit, then his legal heirs shall intimate in this regard to the Mining Engineer or Assistant Mining Engineer concerned within a period of thirty days and suspend all the mining operations in the area, immediately. Mining operations shall be resumed only after execution of mutation deed.

(2) An application for mutation shall be submitted to the Mining Engineer or Assistant Mining Engineer concerned along with fee of rupees two thousand, death certificate of the deceased, affidavit of legal heirs, affidavit of other legal heirs in favour of the applicant for relinquishment of their rights, if any, within three months from the date of death. The applicant shall also submit a self-attested photo copy of PAN card and self-attested photo copy of the driving licence, passport,

* Inserted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

† substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

voter identification card or aadhar card for the photo identity and address proof along with the application.

(3) After receiving the application, the Mining Engineer or Assistant Mining Engineer concerned shall invite objections through public notice in one daily news paper having wide circulation in the State and one local newspaper in the locality of the area in question. Such notice shall also be affixed on the notice board of the Mining Engineer or Assistant Mining Engineer concerned and shall also be affixed at conspicuous place at mines or quarry site. Such notice shall be of at least fifteen clear days from the date of such last publication or affixation:

Provided that in case of dispute regarding legal heirship, the Mining Engineer or Assistant Mining Engineer concerned may ask the applicant to submit succession certificate issued by the competent court.

(4) Every application for mutation shall be disposed off by the competent authority preferably within a period of three months.

(5) Mutation deed shall be executed in Form -31 within a period of three month from the date of issue of order of mutation or within such period as the competent authority may allow in this behalf.

(6) The mineral concession, contract or permit shall be deemed to have been cancelled, in case application for mutation of mineral concession, contract or permit is not submitted within specified time of three months from date of death of concessioner, contractor or permit holder.

(7) The order of mutation shall be revoked by the competent authority and possession of the area shall be taken, in case where order for mutation has been passed but legal heir fails to execute mutation deed within specified time.

77. Rate of interest.- Simple interest at the rate of eighteen percent shall be charged from the due date on all dues in respect of dead rent, royalty, annual quarry licence fee, royalty collection contract, excess royalty collection contract amount and contribution towards District Mineral Foundation Trust:

Provided that in case of any dues in respect of interest, penalty or cost of mineral, no interest shall be charged.

78. Recognition of bapi and proprietary rights.- The Government shall not recognize any Bapi or proprietary right in or any land wherein such a right is claimed by any person over any mineral bearing land, quarry or mine unless declared so by a court of competent jurisdiction.

79. Rectification of mistakes.- Any clerical or arithmetical mistake or any error arising therein from accidental slip or omission in any order passed by the Government or any other officer may be corrected within two years from the date of order by the Government or officer, as the case may be:

Provided that no order prejudicial to any person shall be passed unless a reasonable opportunity has been provided for stating his case.

80. Refund.- The assessing authority with prior approval of the competent authority shall, refund to an assessee any amount paid by him in excess to the amount due either by cash payment or by adjustment:

Provided that claim for refund shall be allowed only if it is asked for and made within two years from the date on which the order of assessment was passed or within twelve months of the final order passed in appeal whichever is the later.

81. Register to be open for inspection.- All registers maintained in the office of the Mining Engineer or Assistant Mining Engineer under these rules shall be open for inspection by any person who holds or intends to acquire a mineral concession under these rules on payment of fee of rupees one hundred for each inspection.

82. Regulation of transportation of mineral.- The Government, in public interest, may by notification in the official gazette, restrict or regulate the transport of any mineral from any area for any specific time.

83. Relaxation of rules.- The Government may make an appropriate scheme for waiving off any dues or any other amount in public interest.

84. Reservation of area by the Government.- (1) Where prospecting of any mineral is to be undertaken by the State or Central Government or State or Central Government Company or Corporation owned or controlled by it, the State Government shall issue a notification giving details of the area and the period for which such operations are to be undertaken. The notification shall be uploaded on departmental web portal. The period of such reservation shall be upto three years. The prospecting agency shall intimate the complete results of prospecting operations to State Government within the period of three months after the expiry of the period specified in the notification.

(2) A separate control register for area reserved under sub-rule (1) shall be maintained at the Directorate in Form -32 and progress of prospecting operations of every area so reserved shall be monitored on half yearly basis.

(3) In case of area reserved for undertaking prospecting operations by the State or Central Government or Company or Corporation owned or controlled by it, the notification so issued shall lapse at the expiry of the period and the area shall be treated as free.

(4) In case of area reserved for undertaking prospecting operations by the Central or State Government, after expiry of period of the notification, the period may be further extended upto two years.

(5) If after prospecting operations, mineral evidence has been established, the prospecting agency mentioned in sub-rule (1) may make an application for grant of mining lease.

(6) Notwithstanding anything contained in these rules, the State Government may grant mining lease to the State or Central Government Company or Corporation owned or controlled by it, subject to payment of such additional amount as may be specified by the Government.

85. Requirement of no dues certificate.- A copy of no dues certificate from the Mining Engineer or Assistant Mining Engineer concerned shall be required only at the time of submission of application for grant of any mineral concession if the applicant or his/her family member holds or has held any mineral concession, royalty or excess royalty collection contract in the State. Latest no dues certificates shall also be required at the time of execution of lease deed or issuance of quarry licence.

86. Service of notice.- (1) Every notice to the holder of mineral concession, permit, contract etc. under these rules shall be given in writing in person or by registered post at the address recorded in lease deed, licence, permit or contract or such other address as may be, from time to time, intimated in writing by such person, to the authorities concerned having jurisdiction.

(2) The service of such notices on any adult member of the family, agent or any other authorized person shall be deemed to be proper and valid service and shall not be questioned or challenged by him. An endorsement by postal employee that such persons refused to take the delivery or non-availability of the person at the last known address shall be deemed to be prima-facie proof of service.

(3) Where the concern authority is satisfied that there is reason to believe that the person concern is keeping out of the way for the purpose of avoiding service, or that for any other reason the notice cannot be served in the ordinary way, the notice shall be served by affixing a copy thereof in some conspicuous place in the concern office and also upon some conspicuous part of the house or mine in which the person is known to have last resided or carried on business or personally worked for gain, or in such other manner as the concern authority thinks fit.

87. Special mode of recovery.- (1) Notwithstanding anything contained in these rules or contract to the contrary, the assessing authority may at any time, by notice in writing (a copy of which shall also be sent to the assessee at his last known address) require any person from whom any amount is due or may become due to an assessee who has failed to pay any rent, royalty, contribution towards District Mineral Foundation Trust, penalty, interest or any sum due to the Government to pay such amount limiting to total dues on demand by the assessing authority.

(2) The assessing authority issuing a notice under sub-rule (1) may at any time amends or revoke such notice or extend the period for making any payment in pursuance of the notice.

(3) Any person making any payment in compliance of a notice issued under sub-rule (1) shall be deemed to have been made the payment under the authority of the assessee and the treasury receipt

for payment shall constitute a good and sufficient discharge of the liability of such person to the assessee to the extent of the amount specified in such receipt.

(4) Any person discharging any liability of the assessee after service of the notice upon him under sub-rule (1) shall be personally liable to the Government to the extent of the discharge of the liability to the assessee in respect of any other sum due from the assessee to the Government.

(5) Any unpaid amount which a person is required to pay or for which he is personally liable to pay to the Government under sub-rule (1) shall if such amount remains unpaid, be recoverable as an arrear of land revenue.

88. Status of the grant on the death of applicant.- (1) Where an applicant, for grant of mineral concession, contract or permit, as the case may be, dies before passing the order of grant, such application shall be deemed to have been made by his/her legal heirs.

(2) In the case of an applicant in respect of whom an order of grant or extension of period of mineral concession or order of grant of contract, but who dies before the execution of deed or issuance of quarry licence, the order shall be deemed to have been issued in the name of the legal heirs of the deceased.

89. Status of pending applications.- Notwithstanding anything contained in these rules, all the pending applications except saved under rule 4 and rule 5, on the date of notification of these rules shall be deemed to have been rejected:

Provided that on and after the commencement of these rules, all applications including those rejected under the Rajasthan Minor Mineral Concession Rules, 1986 or rejected under notification dated 3rd April 2013 or subsequently restored shall be deemed to have been rejected and such applicant shall
have no locus standai under these rules.

90. Stoppage of mining operations.- The Director, Additional Director Mines, Superintending Mining Engineer, Mining Engineer, Assistant Mining Engineer may prohibit mining operations and seize mineral, equipment, tool and vehicle in case the mining operations are not being carried out in accordance with the terms and conditions of the mineral concession or permit granted under these rules:

Provided that Mining Engineer or Assistant Mining Engineer shall not prohibit mining operations in any mineral concession area without approval of Superintending Mining Engineer concerned, but in case of immediate danger to mine workers or any human life, Mining Engineer or Assistant Mining Engineer may prohibit the mining operations immediately under intimation to Superintending Mining Engineer and Director, Mines Safety, wherever applicable, within twenty four hours. On receipt of such communication, the Superintending Mining Engineer concerned, shall visit the site personally and shall approve or disapprove the stoppage of mining operations with the reasons to be recorded in writing within fifteen days. Further action shall be taken as per rule 28. Such seized mineral or equipment shall only be released and mining operations shall be resumed with prior written approval of Superintending Mining Engineer concerned after rectification of breaches.

91. Survey and demarcation.- (1) The arrangements shall be made by the Mining Engineer or Assistant Mining Engineer concerned at the expenses of the lessee or licencee for survey and demarcation of the area granted under lease or licence and the survey of the area may be conducted using Global Positioning System or Differential Global Positioning System.

(2) Fee for demarcation shall be rupees one thousand and five hundred per hectare or part thereof subject to maximum of rupees fifty thousand:

Provided that demarcation fee for re-verification of boundary pillars shall be two times of the amount mentioned above.

92. Transit Pass.- (l) The dealer or stockiest shall submit an application for transit pass to dispatch royalty paid mineral to Mining Engineer or Assistant Mining Engineer concerned in Form -33 duly specifying all the particulars prescribed therein.

(2) The application for transit pass shall be accompanied by a copy of relevant documents of royalty payment i.e. royalty receipts, rawanna or transit pass in the name of dealer or stockiest along with receipt and dispatch register of stock.

(3) On receipt of an application under sub-rule (1), after physical verification, the Mining Engineer or Assistant Mining Engineer concerned may issue transit pass in Form -34 for specified quantity and period subject to such terms and conditions as deemed necessary. The Mining Engineer or Assistant Mining Engineer may refuse to issue transit pass for reasons to be recorded in writing and communicated to the dealer.

(4) The Mining Engineer or Assistant Mining Engineer shall maintain register of issue of transit pass in Form -35.

(5) Rawanna, royalty receipts or transit pass submitted by the dealer in lieu of transit passes shall be stamped as "cancelled and transit pass issued" by the Mining Engineer or Assistant Mining Engineer concerned.

List of amendments
(Original notification dated 28.02.2017 and Published in Gazette dated 01/03/2017)

1. Published in Rajasthan Gazette Extraordinary F.14(5)Mines/Gr.II/2017 dated 19/04/2017
2. Published in Rajasthan Gazette Extraordinary F.14(9)Mines/Gr.II/2015-Pt.II dated 20/06/2017
3. Published in Rajasthan Gazette Extraordinary dated F.14(9)Mines/Gr.II/2015-Pt.II 06/07/2017
4. Published in Rajasthan Gazette Extraordinary F.14(9)Mines/Gr.II/2015-Pt.II dated 30/08/2017
5. Published in Rajasthan Gazette Extraordinary F.14(9)Mines/Gr.II/2015-Pt.II dated 27/10/2017
6. Published in Rajasthan Gazette Extraordinary F.14(9)Mines/Gr.II/2015-Pt.II dated 27/11/2017
7. Published in Rajasthan Gazette Extraordinary F.14(9)Mines/Gr.II/2015-Pt.II dated 28/12/2017
8. Published in Rajasthan Gazette Extraordinary F.14(9)Mines/Gr.II/2015-Pt.II dated 28/02/2018
9. Published in Rajasthan Gazette Extraordinary F.14(9)Mines/Gr.II/2015-Pt.II dated 14/03/2018
10. Published in Rajasthan Gazette Extraordinary dated F.14(9)Mines/Gr.II/2015-Pt.II 25/06/2018

SCHEDULE I

MINIMUM AREA FOR GRANT OF MINING LEASE

[See rule 7(2)]

Part-A			**Part-B**		
S. No.	Mineral	Area (in hectare)	S. No.	Mineral	Area (in hectare)
1	2	3	4	5	6
1.	Bajri (river sand)	5.00	1.	Agate	4.00
2.	Bajri (other than river sand)	1.00	2.	Ball Clay	4.00
3.	Brick earth	1.00	3.	Barytes	4.00
4.	Chert	1.00	4.	Bentonite	4.00
5.	Diorite	1.00	5.	Calcareous sand	4.00
6.	Dolerite	1.00	6.	Calcite	4.00
7.	Gneisses	1.00	7.	Chalk	4.00
8.	Granite	1.00	8.	China clay	4.00
9.	Jhanjhara / Dhandhala	1.00	9.	Clay others	4.00
10.	Kankar	1.00	10.	Corundum	4.00
11.	Lime kankar	1.00	11.	Diaspore	4.00
12.	Limestone	4.00	12.	Dolomite	4.00
13.	Limestone (dimentional)	4.00	13.	Dunite / Pyroxenite	4.00
14.	Marble	4.00	14.	Felsite	4.00
15.	Masonary Stone	1.00	15.	Feldspar	4.00
16.	Murram	1.00	16.	Fireclay	4.00
17.	Ordinary Clay	1.00	17.	Fuller's earth	4.00
18.	Ordinary earth	1.00	18.	Gypsum	4.00
19.	Phyllites	1.00	19.	Jasper	4.00
20.	Rhyolite	1.00	20.	Kaolin	4.00
21.	Sandstone	1.00	21.	Laterite	4.00
22.	Schist	1.00	22.	Mica	4.00
23.	Serpentine	4.00	23.	Ochre	4.00
24.	Shale	1.00	24.	Pyrophyllite	4.00
25.	Slate stone	1.00	25.	Quartz	4.00
26.	Surkhi	1.00	26.	Quartzite	4.00
27.	All other minerals not specified in this Schedule	1.00	27.	Salt petre	4.00
			28.	Silica sand	4.00
			29.	Steatite / Talc / Soapstone	4.00

SCHEDULE II

RATE OF ROYALTY

[See rule 28(2)(i), 28(3)(i)]

Part-A

S. No.	Name of Mineral	Quality shape and size of mineral	Rate of Royalty (Rs per/Tonne)
1	2	3	4
1.	Sandstone	Dimensional stones – (i) Dressed, polished or cut slabs, patti katla, ashlar, tiles, flooring and roofing stones and blocks. (ii)Undressed, irregular or rough slabs, patti katla, ashlar, tiles, flooring and roofing stones. (a) Bharatpur, Dholpur and Karauli districts (b) Kota and Bundi districts (c) All other districts Cobbles Mill Stone Khanda (i) Bharatpur, Dholpur, Karauli and Jodhpur Districts (ii) Other Districts	240* 155* 130* 100* 130* 130* 35* 28*
2.	Limestone	Dimensional stones – (i) Used as flooring, roofing and pillaring stone etc. :- (a) Kota and Jhalawar districts (b) Jaisalmer district (c) Jaisalmer Ashlar (d) All other districts (ii) Mineral waste of Limestone (Dimensional) used for purposes other than raw material by an industry. (iii) Mineral waste if used in industries. Cobbles	115.00┼ 125.00* 40.00* 100.00* 28.00* 120.00* 130.00*
3.	Limestone and Lime	Suitable for lime making Lime	120.00* 175.00*
4.	Lime Kanker, Jhajhara Kanker	Lime Kanker and Jhajhara Kanker	25.00*

* Substituted by notification dated F.14(9)Mines/Gr.II/2015-Pt.II 27-10-2017

┼ Rate of Royalty revised by notification dated F.14(9)Mines/Gr.II/2015-Pt.II 27-11-2017

5.	Marble,Serpentine , and other decorative stone	Slabs and tiles (i) Slabs and tiles having one dimension (width) 35cm and above and other finished products:- (a) For Makrana Area (b) For All other Area of Rajasthan (ii) Tiles having one dimension (width) less than 35cm Blocks (i) Irregular blocks (ii)Irregular blocks processed by single wheel cutters whose diameter is not more than 60cm located within the State of Rajasthan: Provided that such blocks are not processed in the factory premises where other wheel cutters having diameter more than 60cm or Gangsaw of any design are installed. Karezi Khanda/Karezi used in the industries Khanda used as masonary stone (i) Alwar, Bharatpur, Jaipur, Jhunjhunu and Sikar districts. (ii) Other districts	 420.00┼ 475.00┼ 385.00┼ 265.00┼ 170.00* 90.00* 120.00* 35.00* 28.00*
* Provided that no royalty shall be payable on ǂ[marble khanda of kumari range in Borawad area of Makrana used as masonary stone and marble slurry]/marble powder			
6.	Granite, Diorite and other igneous rock types suitable for polishing	Blocks (i) Blocks having any dimension more than 70cm. (ii)Blocks having no dimension more than 70cm. Khanda used as Masonary Stone	 235.00┼ 120.00* 28.00*
7.	Chips making minerals like Dolomite, Limestone, Marble, Rhyolite, Chert, Serpentine, Quartzite etc.	Used for making chips.	90.00*
8.	Masonary Stone (Dolomite, Granite, Limestone, Rhyolite, Sandstone, Quartzite, Schist, Phyllites etc.)	(i)Used as khanda, ballast, road metal, fatchere, gitty/grit, papada, crusher dust, gravel, jhajhara, quarry rubbish, Granular Sub-Base (G.S.B.) etc.- (a) Alwar, Bharatpur, Jaipur, Jhunjhunu and Sikar districts. (b) Other districts (ii)Used for making cobbles	 35.00* 28.00* 130.00*
* Substituted by notification dated F.14(9)Mines/Gr.II/2015-Pt.II 27-10-2017 ┼ Rate of royalty revised by notification dated F.14(9)Mines/Gr.II/2015-Pt.II 27-11-2017 ǂ Substituted by notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-03-2018			

9.	Bajri, Kanker and ordinary earth	Bajri, Kankar- (i) Bharatpur, Jhunjhunu, Dholpur, Tonk and Sikar districts. (ii) Other districts Ordinary earth used for– (i) Manufacturing of Earthenware's, tiles etc. (ii) Filling or leveling purposes in construction of embankment, roads, railways etc.	 40.00* 35.00* 16.00* 4.00*
10.	Brick earth, Murram, Surkhi	Brick earth, Murram, Surkhi	25.00*
11.	Phyllite and Schist	Blocks	150.00*
		Dimensional Stone used as Pati, kattla, roofing, flooring etc.	70.00*
12.	Slate stone		155.00*
13.	Ordinary clays used for colour washing		20.00*
14.	(a) Bricks earth, Phyllite and Schist, Bajri (b) Shale, Gneisses, and any other rocks/ minerals used for special purposes.	Used for special purposes in industry.	150.00* 120.00*

* Substituted as notification dated F.14(9)Mines/Gr.II/2015-Pt.II 27-10-2017

Part-B*

S. No.	Name of Mineral	Quality shape and size of mineral	Rate of Royalty (Rs. Per Tonne)
1	2	3	4
1.	Agate		110.00
2.	Ball Clay	Crude	75.00*
		Processed	150.00*
3.	Barytes	White	90.00*
		Off Colour	70.00*
4.	Bentonite		145.00
5.	Calcite		160.00*
6.	Chalk		60.00
7.	China Clay	Crude	65*.00
		Processed	500.00*
8.	Clay(Others)		50.00
9.	Corundum		325.00
10.	Diaspore		120.00
11.	Dolomite	Blocks	265.00*
		Lumps	130.00*
12.	Dunite/ Pyroxenite		40.00
13.	Felsite		80.00
14.	Felspar	Blocks	235.00*
		Lumps	90.00*
		Kanti grade	60.00*
15.	Fireclay		80.00*
16.	Fuller's earth		130.00
17.	Gypsum		160.00*
18.	Jasper		125.00*
19.	Laterite		80.00*
20.	Mica	Crude	625.00*
		Waste & scrap	150.00*
21.	Ochre		32.00
22.	Pyrophyllite		100.00*
23.	Quartz		90.00*
24.	Quartzite	Block	265.00
		Lumps	90.00*
25.	Salt petre		3250.00
26.	Silica Sand		90.00*
27.	Steatite or Talc or Soapstone	Talc grade	450.00*
		Other than Talc grade	100.00*
28.	Other minerals not specified above.		20% of pit mouth value.

* Substituted as notification dated F.14(9)Mines/Gr.II/2015-Pt.II 22-08-2019

SCHEDULE III
DEAD RENT

[See rule 28(2)(ii)]

Part-A

S.No.	Name of Mineral	Rate of Dead Rent in Rs. per ten square meter or part thereof
1	2	3
1.	Dimensional stone: Sandstone, Limestone, Slate stone and other Dimensional stones which have not been mentioned anywhere in this schedule. Phyllite and schist	 70.00 35.00
2.	Mineral used for lime making : Limestone Lime Kankar, Dhandhla and jhajhara kankar	 60.00 25.00
3.	Mineral used for making chips: Limestone, Marble, Chert, Serpentine, Rhyolite, Quartzite and other rocks	60.00
4.	Mineral used as Blocks and sawn as slabs and tiles: Marble, Serpentine and other rocks Granite, Diorite, Rhyolite, Dolerite and other rocks	 100.00 60.00
5.	Masonary stone and mineral used in construction works such as ballast, road metal, brick earth, murrum, kankar, bajri or surkhi etc.	30.00
6.	Bajri (river sand)	*[6.00]
7.	Ordinary white/yellow/red clays	20.00
8.	Other minerals not specified above	50.00

Part-B

S.No.	Name of Mineral	Rate of Dead Rent in Rs. per ten square meter or part thereof
1	2	3
1.	Agate, Ball Clay, Calcareous Sand, Calcite, Chalk, China Clay, Clay(Others), Corundum, Diaspore, Dolomite, Dunite/Pyroxenite, Felsite, Fireclay, Gypsum, Jasper, Kaolin, Laterite, Mica, Ochre, Pyrophyllite, Quartzite, Silica Sand and Steatite/Talc/Soapstone	30.00
2.	Felspar, Quartz	25.00
3.	Barytes, Bentonite	45.00
4.	Fuller' earth	25.00
5.	Saltpeter	15.00
6.	Other minerals not specified above	50.00

* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

SCHEDULE IV

PENALTIES FOR NON-OBSERVANCE OF THE TERMS AND CONDITIONS OF MINING LEASE AGREEMENT

[See rule 28(2)(xvii)(a)]

S N0.	Rule	Clause of agree-ment	Brief content of the breach	Penalty
1	2	3	4	5
1.	28(2)(i) 28(2)(ii), 28(1)(ii) 28(1)(iii)	4(1), 4(2), 4(3), 4(4), 4(6)	Non-payment of royalty, dead rent and other charges.	(i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, ten percent of security deposit or rupees five thousand, whichever higher, shall be forfeited. (ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and twenty percent of the security deposit or rupees ten thousand, whichever higher, shall be forfeited.
2	29(14), 19(3), 19(4), 20(3), 20(4)	4(5)	Non-payment of financial assurance, difference of security deposit and performance security.	(i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, ten percent of security deposit or rupees five thousand, whichever higher, shall be forfeited. (ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and twenty percent of the security deposit or rupees ten thousand, whichever higher, shall be forfeited.
3.	28(1)(iv)	4(9)	Non-erection of boundary pillars and its proper maintenance.	(i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, ten percent of security deposit shall be forfeited subject to minimum rupees five thousand and maximum rupees ten thousand. (ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and twenty percent of security deposit shall be forfeited subject to minimum rupees ten thousand and maximum rupees twenty thousand.
4.	28(1)(viii)	4(11)	Non commence-ment of mining operation within six months from the date of	(i) If the breach is remedied after notice period but within ninety days from the date of receipt of notice, ten percent of security deposit or rupees five thousand, whichever higher, shall be forfeited.

			execution of the lease and there after carry on effectively.	(ii) If the breach is not remedied after ninety days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied in full before the lease termination order is issued, the lease shall not be determined and twenty percent of the security deposit or rupees ten thousand, whichever higher, shall be forfeited.
5.	28(2)(iv)	4(12)	Not-maintaining correct account of mineral production.	(i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, twenty percent of security deposit shall be forfeited subject to minimum rupees five thousand and maximum rupees twenty thousand. (ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and forty percent of the security deposit shall be forfeited subject to minimum rupees ten thousand and maximum rupees forty thousand.
6.	28(1)(xiv) 28(1)(xv)	4(17) 4(18)	(a) Failure to report discovery of new mineral in the area (b) Dispatch of mineral not included in the lease.	(i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, fifty percent of security deposit shall be forfeited. (ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and the security deposit shall be forfeited. Cost of mineral dispatched shall be recovered as per rule 54.
7.	28(2)(xi) (a)	4(11)	Bajri (river sand) mine working beyond the depth of three meter from the surface	(i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, fifty percent of security deposit or rupees twenty five thousand, whichever less, shall be forfeited. (ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and the security deposit or rupees fifty thousand, whichever less, shall be forfeited.
8.	11(1)(ii)	4(25)	Employment of personnel other than Indian National without Government's permission	(i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, fifty percent of security deposit or rupees twenty thousand, whichever less, shall be forfeited. (ii) If the breach is not remedied after forty five

				days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and the security deposit or rupees fifty thousand, whichever less, shall be forfeited.
9.	29	4(12)	Non submission of mine plan / mining scheme and its modification	(i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, twenty five percent of security deposit or rupees twelve thousand and five hundred, whichever less, shall be forfeited. (ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and fifty percent of the security deposit or rupees twenty five thousand, whichever less, shall be forfeited.
10.	28(1)(viii)	4(11)	Not working the mines in workman like manner	(i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, fifty percent of security deposit or rupees twenty five thousand, whichever less, shall be forfeited. (ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and the security deposit or rupees fifty thousand, whichever less, shall be forfeited.
11.	30(1,2)	6(17)	Non employment of qualified personnel	(i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, twenty five percent of security deposit or rupees twelve thousand and five hundred, whichever less, shall be forfeited. (ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and fifty percent of the security deposit or rupees twenty five thousand, whichever less, shall be forfeited.
12.	34(2)(v)	4(11)	Non dumping of overburden at earmarked places	(i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, twenty five percent of security deposit or rupees twelve thousand and five hundred, whichever less, shall be forfeited. (ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and fifty percent of the security deposit or rupees twenty five thousand, whichever less, shall be forfeited.

13.	-	-	All other remedial breaches not mentioned above.	(i) If the breach is remedied after notice period but within forty five days from the date of receipt of notice, ten percent of security deposit shall be forfeited subject to minimum rupees one thousand and maximum rupees seven thousand and five hundred. (ii) If the breach is not remedied after forty five days, the lease shall be determined with forfeiture of security deposit: Provided that if the breach is remedied before the lease termination order is issued, the lease shall not be determined and twenty percent of the security deposit shall be forfeited subject to minimum rupees two thousand and maximum rupees fifteen thousand.
14.	-	-	All other non - remedial breaches not mentioned above.	(i) If the breach does not continue after receiving legal notice by lessee, twenty percent of security deposit or rupees twenty five thousand, whichever less, shall be payable by the lessee. (ii) If the breach continues even after receiving notice, the lease shall be determined with forfeiture of security deposit.

SCHEDULE-V

PENALTIES FOR NON-OBSERVANCE OF THE TERMS AND CONDITIONS OF ROYALTY COLLECTION CONTRACT/EXCESS ROYALTY COLLECTION CONTRACT AGREEMENT

[See rule 44(26)]

S. No.	Rule	Clause of agree-ment	Brief content of the breach	Penalty
1	2	3	4	5
1.	44(4)	3(iv)	Issuing incomplete royalty receipts	(i) If the breach does not continue after receipt of notice, ten percent of security deposit or rupees ten thousand, whichever less, shall be payable by the contractor. (ii) If the breach continues after notice period, the contract shall be terminated with forfeiture of security deposit: Provided that if the breach is remedied before termination of the contract, the contract shall not be terminated and twenty percent of security deposit or rupees twenty thousand, whichever less, shall be payable by the contractor.
2.	44(6), 44(7), 44(8), 44(9), 44(10), 44(11)	3(vi), 3(vii), 3(viii), 3(ix), 3(x), 3(xi)	(a) Collection of royalty from the vehicles having royalty paid rawanna issued against yearly dead rent. (b) Collection of royalty from short term permit/ permit holders issued under these rules. (c)Collection of Royalty from the minor minerals brought from outside the contract area or from the major mineral leases. (d)Collection of royalty for the minerals used in construction/repair/ renewal/of National highway/ Mega highway/ Four/Six lane roads, laying and repair of Railway Tracks. (e)Collection of royalty on the minor minerals removed from the areas which are not working pits of a lessee or licencee.	(i) If the breach does not continue after receiving legal notice by contractor, amount so collected by the contractor shall be recovered alongwith ten percent of security deposit or rupees fifty thousand, whichever less. (ii) If the breach continues even after receiving notice, the contract shall be terminated with forfeiture of security deposit.

3.	44(13)	3(xiii)	Non-submission of monthly statement with or without permit fee / other charges along with counterfoils of receipts and other records	(i) If the breach is remedied after the notice period but within thirty days from the date of receipt of notice, ten percent of security deposit or rupees twenty five thousand, whichever less, shall be payable by the contractor. (ii) If the breach is remedied after thirty days but before sixty days of receiving the notice, twenty percent of security deposit or rupees fifty thousand, whichever less, shall be payable by the contractor. (iii) If the breach is not remedied after sixty days of receiving the notice, the contract shall be terminated with forfeiture of security deposit.
4.	44(14)	3(xiv)	Charging of royalty at a rate higher than as specified in Schedule-II and charging of permit fee / other charges higher than prescribed under these rules or otherwise.	(i) If the breach does not continue after receiving the legal notice, the excess amount collected by the contractor, on higher rates than as specified in rules, shall be recovered alongwith eighteen percent interest and ten percent of security deposit or rupees fifty thousand whichever less. (ii) If breach continues after notice period, the contract shall be terminated with forfeiture of security deposit.
5.	44(17)	3(xvii)	Non-payment of installments of contract money in advance as specified in agreement.	(i) If the breach is remedied by the contractor within the notice period, no penalty shall be imposed. (ii) If the breach is remedied by the contractor after notice period but before termination of contract, twenty percent of security deposit or rupees one lac, whichever less, shall be payable by the contractor. (iii) If the breach is not remedied by the contractor after notice period, contract shall be terminated with forfeiture of security deposit.
6.	40(3), 41(2)	3(xxii)	Non-payment of difference of security deposit and performance security due to enhancement of contract amount.	(i) If the breach is remedied within the notice period, no penalty shall be imposed. (ii) If the breach is remedied after notice period but before termination of contract, four percent of security deposit or rupees forty thousand, whichever less, shall be payable by the contractor. (iii) If the breach is not remedied by the contractor after notice period, contract shall be terminated with forfeiture of security deposit.

7.	-	-	All other remedial breaches not mentioned above.	(i) If the breach is remedied after notice period but within thirty days from the date of receipt of notice, ten percent of security deposit shall be forfeited subject to minimum rupees ten thousand and maximum rupees fifty thousand. (ii) If the breach is not remedied after thirty days, the contract shall be terminated with forfeiture of security deposit: Provided that if the breach is remedied before the contract termination, the contract shall not be terminated and twenty percent of the security deposit shall be forfeited subject to minimum rupees twenty thousand and maximum rupees one lac.
8.	-	-	All other non-remedial breaches not mentioned above.	(i) If the breach does not continue after receiving legal notice by contractor, twenty percent of security deposit or rupees fifty thousand, whichever less, shall be payable by the contractor. (ii) If the breach continue even after receiving notice, the contract shall be terminated with forfeiture of security deposit.

SCHEDULE VI
DELEGATION OF POWERS
[See rule 70(1)]

Item No.	Officer or authority by whom the powers are to be exercised	Rule	Matters in relation to which powers may be exercised	Extent of Powers
1	2	3	4	5
1.	DMG	4(7), 4(8), 5, 16(2), 16(3), 16(4)	To grant letter of intent/extension of letter of intent period/sanction/ rejection of mining lease application.	For mineral bajri (river sand) dead rent upto rupees twenty lacs and other minerals Agate, Bayrites, *[] Calcite, Corundum, Diaspore, Dolomite, Gypsum, Jasper, Laterite, Ochre, Pyrophyllite, Quartzite.
2.	ADM	4(7), 4(8), 5, 16(2), 16(3), 16(4)	To grant letter of intent/extension of letter of intent period/sanction/ rejection of mining lease application.	For mineral bajri (river sand) dead rent upto ten lacs and other minerals Ball clay, China clay, Chalk, Clays (others), Dunite/ Pyroxenite, Felsite, Felspar, Fire clay, Kaolin, Mica, Quartz, Silicasand, Calc. sand.
3.	SME	4(7), 4(8), 5, 16(2), 16(3), 16(4)	To grant letter of intent/extension of letter of intent period/sanction/ rejection of mining lease application.	For mineral bajri (river sand) dead rent upto five lacs and minerals other than mentioned at sr. no. 1 and 2 within his jurisdiction.
4.	SME	4(7), 4(8), 5, 16(2), 16(3), 16(4)	To reject application of mining lease withdrawn by applicant.	Full powers within their jurisdiction.
5.	SME	19(5), 20(5)	To refund security deposit/ performance security.	Full powers within their jurisdiction.
6.	SME	21(4)	To extend period for execution of mining lease.	Full powers within their jurisdiction.
7.	DMG, ADM, SME	21(4)	To revoke sanction order.	Minerals for which mining leases can be granted by him.
8.	SME	25	To allow surrender of mineral/area.	Full powers within their jurisdiction.
9.	DMG, ADM, SME	27(3), 27(6)	To allow/reject application for transfer of mining lease and to revoke sanction of transfer of mining lease.	Minerals for which mining leases can be granted by him.
10.	SME	27(3)	To reject application for transfer of mining lease withdrawn by lessee.	Full powers within their jurisdiction.
11.	SME	27(4)	To extend period for execution of transfer of mining lease.	Full powers within their jurisdiction.

* Deleted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

*11A	ME/AME	27	To dispose of application for transfer of quarry licence	Full powers within their jurisdiction.
12.	ADM / SME / ME / AME / Suptdg. Geo./ Sr.Geo. / Geologist / MF, Surveyor / Field Assistant	28(1)(x)	To inspect mine, plans, accounts etc..	Full powers within their jurisdiction.
13.	DMG	28(1)(xv)	To grant inclusion of mineral in mining lease/quarry licence.	Full powers.
14.	ME / AME	28(2)(xvii)	To issue notice for any breach of terms and conditions.	Full powers within their jurisdiction.
15.	SME	28(2)(xvii)	To impose penalty as per Schedule-IV.	Full powers within their jurisdiction.
16.	DMG, ADM, SME	28(2)(xvii)	To determine the mining lease.	Minerals for which mining lease can be granted by him.
17.	ME / AME	28(1)(xxi)	To seize any mineral or movable property and sell the same.	Full powers within their jurisdiction.
18.	SME	29	To approve mine plan/mining scheme/simplified mining scheme for mining lease and simplified mining scheme for quarry licence having area more than 1.0 hectare.	Full powers within their jurisdiction.
19.	ME / AME	29	To approve simplified mining scheme for quarry licence having area up to 1.0 hectare, short term permit and permit.	Full powers within their jurisdiction.
20.	SME	29(17)	To release financial assurance.	Full powers within their jurisdiction.
21.	ADM	35	Contractor's registration, renewal, refusal, cancellation of registration.	Full powers within their jurisdiction.
22.	DMG	36(5), 37(10)	To grant/reject royalty collection contract/excess royalty collection contract.	Full powers.
23.	ADM	36(5), 37(10)	To grant/reject royalty collection contract/excess royalty collection contract.	Full powers for bid amount upto rupees three hundred lacs.

* Inserted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

24.	SME	36(5), 37(10)	To grant/reject royalty collection contract/excess royalty collection contract.	Full powers for bid amount upto rupees one hundred lacs.
25.	ME	36(5), 37(10)	To grant/reject royalty collection contract/excess royalty collection contract.	Full powers for bid amount upto rupees fifty lacs.
26.	DMG	43(3)	To reject bid or to revoke sanction with forfeiture of bid security/security deposit and to extend period for execution of the contract.	Full powers.
27.	DMG	45	To debar/blacklist a contractor.	Full powers.
28.	DMG	66	To amalgamate mining leases/quarry licences.	Full powers.
29.	ADM	76	To allow mutation of mineral concession/contract and revocation of order.	Full powers within their jurisdiction.
30.	DMG, ADM, SME, ME / AME	80	To refund any claim.	As per GF&AR.

Note:

(1) Notwithstanding anything contained herein above, any mining lease except mineral bajri (river sand) having area more than 10.00 hectare shall be granted by the Government.

(2) These powers shall be used in consultation with senior most accounts personnel posted in the office in all matters having financial or revenue implications.

FORM -1

[*]APPLICATION FOR MINING EASE/ QUARRY LICENCE

[See rule 4(2) and 17A(4)]

Affix passport size photograph

To

The Mining Engineer/

Assistant Mining Engineer,

Department of Mines and Geology,

Rajasthan……

Sir,

1. I/we request you to grant me/us [†][mining lease/quarry Licence] for mineral…….…….over an area of…….……hectares for a period of ……..….. years under the Rajasthan Minor Mineral Concession Rules, 2017.

2. I/we have deposited Rs……as the application fee payable under [‡][rule 4 (2) and 17A(4)] through e-payment, bank name ……. GRN No.. ……..dated…….…..

3. Following are the required particulars:-

(A) Name of the applicant and address…….

……

(B) Telephone No. Office …… Residence …….……

Cell No. …….…. PAN card No. ……...……

Email address ……...……

Bank a/c No. .....

IFSC code .....

(C) In case the applicant is an individual:

(1) Father's Name/Husband's Name

(2) Caste

(3) Occupation

(4) Nationality

(D) In case the applicant is Firm/Company/Association/Society:

(1) Type of applicant

(2) Kind of business

(3) Place of business

(4) Place of registration

(5) Nationality of Director/Partners

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[*] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

[†] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

[‡] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

4. Details of mineral concessions held by the applicant in the State:-

S. No.	ML/ PL/ QL/ RCC /ERCC	Mineral	Near village	Tehsil	District	AME/ME office concerned	Area in hectare/ contract area	Period		Remark
								from	to	
1	2	3	4	5	6	7	8	9	10	11

Particulars of the mineral-wise areas applied by the applicant in the State:-

S. No.	ML/QL	Mineral	Near village	Tehsil	District	AME/ME office concern	Area in hectare	Remark
1	2	3	4	5	6	7	8	9

5. Total area already acquired for (in hectares).....…

6. If already set up mineral based industry for consumption of mineral. If so, give detail of location, annual requirement of mineral and various resources from where raw material is being procured at present including the quality of mineral used from the existing lease. ……..…

7. If intending to set up mineral based industry in the area (if so, give particulars of the same) ……..…

8. (a) Enclose plan and description report of the applied area with latitude and longitude of all the corner pillars (Datum WGS 84)as per *[rule 4(3)(x) and and 17A(5)(x)]

   (b) Enclose a copy of revenue details of the applied area with khasra naksha trace, khansra or araji number, jamabandi and extent of the area of the khasra/aaraji falling in the applied area along with superimposed map as per †[rule 4(3)(xi) and 17A(5)(xi)].

9. Number and date of No Dues Certificate (Copy attached). …….

   (If on the date of application the applicant does not hold any mineral concession/contract etc., an affidavit to this effect shall be enclosed)

10. Please indicate the distance of the following from the applied area:

    (a) Any important tank or dam falling within 1.00Km. radius from applied area.

    …….…….

    (b) Any important temple, mosque or any other place of worship or place of archaeological, tourist importance including burial ground etc. falling within 1.00 Km. radius from the applied area. …….……..

    (c) Any river, canal/pucca road/rail line passing within 1.00 Km. radius from the applied area. …….……..……..

    (d) Any permanent structure like power line/Microwave tower/water reservoir etc. within a radius of 1.00 Km. from the applied area. ..……..……

11. Self-attested copy of PAN Card, photo identity and address proof enclosed (any two out of following documents) –

    (i) Aadhar Card;

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* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

† substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

(ii) Copy of Driving licence;

(iii) Copy of Voter Identification Card;

(iv) Copy of Passport;

(v) Bank Pass Book;

(vi) Latest Electricity; or

(vii) Telephone bill/Water Bill.

12. In case of Company/Partnership firm/Association of persons, following additional documents shall be attached:-

(1) a self-attested copy of partnership deed and copy of firm registration certificate in case of partnership firm, a self-attested copy of memorandum and articles of association and

certificate of incorporation in case of private limited company and a self-attested copy of document of association of persons in case of association of persons.

(2) where applicant is a company, an attested copy of resolution passed by the board of directors in favour of a person who is authorised to sign the application.

(3) where applicant is a firm/association of persons and application is not signed by all partners of the firm/members of association of persons as the case may be, an attested copy of power of attorney in favour of a person, executed by the partners of firm or members of association of persons, who is authorised to sign the application.

I/We declare that particulars given above are correct and I/We shall furnish any other details/documents required in the connection on demand.

Place:_____ Yours Faithfully

Date:_____

Signature of applicant

Submitted by

Signature ……..

Name and address

…….

FORM -2

[*]ACKNOWLEDGEMENT OF APPLICATION FOR GRANT OF MINING LEASE/ QUARRY LICENCE

[See rule 4(5) and 17A(6)]

S.No._____ Name of office _____ML No._____Date _____

Received an application with the following enclosures for [†][the mining lease/quarry licence] from Mr./Mrs./Ms./M/s ---------- on -----/----- 20----- for -------- hectares of land located near village ---------- tehsil ----------district ---------- for mining ---------- mineral.

Enclosures:-

Signature and designation

of receiving officer

Place: ----------

Date: ----------

[‡][deleted]

FORM -3

BID

LETTER

[See rule 14(8)(i)(a)(I) and 37(7)(i)(a)(I)]

[*] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

[†] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 25-6-2018

[‡] deleted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

FORM -4 POWER OF ATTORNEY

[*][See rule 14(10)(iv) and 37(7A)(v)]

Know all men by these presents, We, [name and address of the Bidder] do hereby irrevocably constitute, nominate, appoint and authorize [Name], son/daughter/wife of [name of father/husband] and presently residing at [address], who is presently employed with us and holding the position of [designation], as our true and lawful attorney ("Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the [†][e-auction of mining lease/quarry licence/royalty collection contract/excess royalty collection contract in response to the notice inviting bid] issued by Government including but not limited to signing and submission of all applications, affidavits, bids and other documents and writings, participate in bidders' and providing information/responses to the Government, representing us in all matters before the Government, and generally dealing with the Government in all matters in connection with or relating to or arising out of our bid for the Mineral Block and/or upon award thereof to us and/or till grant of mining lease/quarry licence/royalty collection contract/excess royalty collection contract.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness whereof we, [name of bidder], the above named principal have executed this power of attorney on this [date].

For……..

(Signature, name, designation and address)

Witnesses:

1……

2……

[particulars of notarisation]

[*] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

[†] substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 14-3-2018

FORM -5
BANK GUARANTEE FOR PERFORMANCE SECURITY

[See rule 20 & 41]

[Reference number of the bank] Date

To
Name of Mining Engineer/Assistant Mining Engineer concern and address

WHEREAS

A. [Name] incorporated in India under the Companies Act, [1956/2013] with corporate identity number [CIN of the Applicant], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office][1] (the ―Applicant) is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR [figures] (Indian Rupees [words]) as a performance security valid until [date of expiry of performance bank guarantee] (―expiry date).
Mentioned only for companies, the format to include individuals/other applicants also

B. The Performance Security is required to be provided to Mining Engineer/Assistant Mining Engineer concern and address [Name of Mining Engineer/Assistant Mining Engineer] [―State], for discharge of certain obligations under the [reference to the principal documents –mining lease/royalty collection contract/excess royalty collection contract, [date] with respect to [particulars of concession] (collectively the ―concession document).

C. We, [name of the bank] (the ―bank) at the request of the Applicant do hereby undertake to pay to the State an amount not exceeding INR [figures] (Indian Rupees [words]) (―guarantee amount) to secure the obligations of the applicant under the concession document on demand from the State on the terms and conditions herein contained herein.

NOW THEREFORE, the bank hereby issues in favour of the State this irrevocable and unconditional payment bank guarantee (the ―guarantee) on behalf of the applicant in the guarantee amount:

1. The bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the State without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand from the State, a sum or sums (by way of one or more claims) not exceeding the guarantee amount in the aggregate without the State needing to prove or to show to the bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between the State and applicant on any matter whatsoever. The bank undertakes to pay to the State any money so demanded notwithstanding any dispute or disputes raised by the applicant in any suit or proceeding pending before any court or tribunal relating thereto the bank's liability under this present being absolute and unequivocal.
2. The bank acknowledges that any such demand by the State of the amounts payable by the bank to the State shall be final, binding and conclusive evidence in respect of the amounts payable by applicant to the State under the concession document.
3. The bank hereby waives the necessity for the State from demanding the aforesaid amount or any part thereof from the applicant and also waives any right that the bank may have of first requiring the State to pursue its legal remedies against the applicant, before presenting any written demand to the bank for payment under this guarantee.

[1]Note: To be modified if the applicant is not a company.

4. The bank further unconditionally agrees with the State that the State shall be at liberty, without the bank's consent and without affecting in any manner the bank's obligation under this guarantee, from time to time to,

   (i) vary and/or modify and of the terms and conditions of the concession document;

(ii) extend and/or postpone the time for performance of the obligations of the applicant under the concession document, or

(iii) forbear or enforce any of the rights exercisable by the State against the Applicant under the terms and conditions of the Concession Document.

and the bank shall not be relieved from its liability by reason of any such act or omission on the part of the State or any indulgence by the State to the applicant or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the bank of its obligations under this guarantee.

5. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever.

6. The bank agrees that State at its option shall be entitled to enforce this guarantee against the bank, as a principal debtor in the first instance without proceeding at the first instance against the applicant.

7. The bank further agree that the guarantee herein contained shall remain in full force and effect during the period that specified in the concession document and that it shall continue to be enforceable till all the obligations of the applicant under or by virtue of the said concession document with respect to the performance security have been fully paid and its claims satisfied or discharged or till the State certifies that the terms and conditions of the concession document with respect to the performance security have been fully and properly carried out by the applicant and accordingly discharges this guarantee. Notwithstanding anything contained herein, unless a demand or claim under this guarantee is made on the bank in writing on or before the expiry date the bank shall be discharged from all liability under this guarantee thereafter.

8. The payment so made by the bank under this guarantee shall be a valid discharge of bank's liability for payment thereunder and the State shall have no claim against the bank for making such payment.

9. This guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts at the State of Rajasthan.

10. The bank declares that it has power to issue this guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this guarantee for and on behalf of the bank.

11. The bank undertakes not to revoke this guarantee during its currency except with the previous consent of the State in writing.

12. The State may, with prior intimation to the bank, assign the right under this guarantee to any other departments, ministries or any governmental agencies, which may act in the name of the Governor. Save as provided in this clause, this guarantee shall not by assignable or transferable.

13. Notwithstanding anything contained herein, the liability of the bank under this bank guarantee shall not exceed the guarantee amount. This bank guarantee shall be valid up to the expiry date.

14. The bank is liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if the State serves upon the bank a written claim or demand on or before the expiry date.

Dated the [day] day of [month] [year].

In witness whereof the bank, through its authorized officer, has set its hand and stamp.

_____

(Signature)

_____

(Name and Designation)

(Bank Stamp)

FORM -6

FORM OF MINING LEASE

[See rule 21(2)]

This indenture made this ---------- day of 20 ------- between the Governor of the State of Rajasthan (hereinafter referred to as the Government which expression shall, where the context so admits, include his successors in office and assigns) of the one part

and

When the lessee is an individual ---------- (Name of person) (hereinafter referred to as the "lessee" which expression shall where the context so admits, include his heirs, executors, administrators, representatives, and permitted assigns)

or

When the lessee is a registered firm ---------- ---------- ---------- (Name & address of 1st partner) and ---------- ---------- ---------- ---------- (Name and address of 2nd partner) and ---------- ---------- ---------- ----------(Name and address of 3rd partner) all carrying on business in partnership under the firm name and style of (Name of the Firm) ---------- registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at ---------- ---------- ---------- ---------- (Address of the firm) (hereinafter referred to as "lessees" which expression shall, when the context so admits be deemed to include all the partners of the said firm, their respective heirs, executors, legal representative and permitted assigns)

or

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

BACKGROUND:

A. The lessee had participated in an electronic auction for grant of a mining lease, pursuant to which the lessee has become eligible for grant of a mining lease or had been granted a prospecting licence or letter of intent has been issued or mining lease has been sanctioned with respect to which the lessee has completed the requirements under the Rajasthan Minor Mineral Concession Rules, 2017 (hereinafter referred to as the said rules) for grant of a mining lease.

B. Accordingly, the State Government is now executing this deed for grant of a lease to the lessee in consideration of the fee, royalties, covenants and agreements hereinafter reserved and contained on the part of the lessee to be paid, observed and performed.

C. The State Government hereby grants the mining lease for ------ ---------- mineral in respect of the lands hereinafter described in clause 1(b) and has/have deposited with the Government the sum of Rs.---------- as security, Rs. ---------- as performance security and Rs. ---------- as financial assurance.

Now therefore this deed witnesses and the parties hereto hereby agree as follows:-

1 Demises:

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

(2) The area of the said lands is as follows (hereinafter referred to as the said lands or the leased area).

(3) The lessee/lessees shall hold the premises hereby granted and demised from the date of registration for period of ---------- years thence next ensuing.

2 Liberties, powers and privileges to be exercised and enjoyed by the lessees:

The following liberties, powers and privileges may be exercised and enjoyed by the lessee/lessees subject to the other provisions of this lease:

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

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

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

(4) To use water from streams etc- Liberty and power for or in connection with any of the purposes mentioned in this clause but subject to the rights of any existing or future lessees and with the written permission of the Collector to appropriate and use water from any stream, water courses, springs or other source in or upon the said lands and to divert, step up of dam any such stream or water course and collect or impound. Any such water and to make, construct and maintain any watercourse, culverts drains or reservoirs but not so as to deprive any cultivated land, villages, buildings or watering places for a livestock of a reasonable supply of water as before accustomed nor in any way to foul of pollute any stream or spring provided that the lessee/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without previous written permission of the government.

3 Restriction as to the exercise of the liberties etc.:

The liberties, powers and privileges granted under clause 2 are subject to the following restrictions and subject to the other provisions of this lease:-

(1) The mining operations within 45 meters of the public works etc.- The lessee shall not carry on or allow to be carried on, any mining operations at any point within a distance of forty five meters from any railway line except under and in accordance with the written permission of the railway administration concerned or under or beneath any ropeway or ropeway trestle or station except under and in accordance with the written permission of the authority owning the ropeway or from any public roads (excluding mines approach road/village roads), reservoir, canal,

other public place, buildings or pillars of railway and road bridge or inhabited site except with the previous permission of the Collector or any other officer authorised by the State or Central Government and otherwise then in accordance with such instructions, restrictions and conditions either general or specific as may be attached to such permissions. The said distance of forty five meters shall be measured in the case of public roads (excluding mines approach road/village roads), railway, reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting as the case may be and in case of a building horizontally from the plinth thereof. The lessee shall not, in the case of mines approach road/village roads (including any track shown in the revenue record as village road), allow any working to be carried on within a distance of ten meters of the outer edge of the cutting except with the previous permission of the Collector or any other officer duly authorized by the State/Central Government in this behalf and

otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission.

(2) Permission for surface operation in a land not already in use- Before using for surface operation and land which has not already been used for such operations. The lessee/lessees shall give to the Collector of the District one calendar month previous notice in writing specifying the situation and the extent of the land proposed to be so used and the purpose for which the same is required and the said land shall not be so used if objection is issued by the Collector within one month after receipt by him of such notice unless the objection so stated shall on reference to the Government be a mulled or waived.

4 The lessee/lessees hereby covenants with the Government as following:

(1) Covenants in accordance with the Rajasthan Minor Mineral Concession Rules, 2017. The lessee/lessees shall pay royalty on the quantity of the said mineral dispatched from or consumed within the leased area at the rates specified in Schedule-II appended to the Rajasthan Minor Mineral Concession Rules, 2017:

Provided that the said rates shall be liable to be revised by the Government and such revision shall apply to this lease subject to the condition that the enhancement in the rate of royalty shall not be made more than once during any period of three years.

(2) Surface rent and other payments-

(a) The lessee shall pay premium amount as specified in the Rajasthan Minor Mineral Concession Rules, 2017.

(b) The lessee/lessees shall pay for the surface area used by him/them (for the purpose of mining) surface rent equal to the land revenue payable under the Rajasthan Land Revenue Act, 1956 or any other law in force to the Land Revenue Department of State.

(c) The lessee shall, in addition to royalty, pay to the District Mineral Foundation Trust as per the rates specified in the District Mineral Foundation Trust Rules, 2016, as amended from time to time.

(3) Dead Rent-The lessee/lessees shall also pay for every year, *[the annual dead rent in advance equated quarterly installments] as determined, from time to time:

Provided that the lessee/lessees shall be liable to pay the dead rent or royalty in respect of each mineral, which ever be higher but not both.

(4) Rate and payment of dead rent etc.- Subject to the provisions of sub-clause (3) above as from the day of the registration of the lease, the lessee/lessees shall pay to the Government for each year the minimum annual royalty as "deal rent" of

* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

Rs. …….. in the office of the Mining Engineer/Assistant Mining Engineer subject as aforesaid. This provision will also apply to the payment of royalty, District Mineral Foundation Trust or any other charges. Surface rent will be deposited with the Revenue Department.

(5) Revised security, performance security and financial assurance- The lessee shall pay difference amount of security and performance security as per revised dead rent. The lessee shall also pay difference amount of financial assurance if area used for mining and allied activities increases.

(6) Dump removal charges- The lessee/lessees shall pay such amount per year or part thereof to the Government for ecological restoration of mines and quarries in the said area at such time and such rate as may be fixed by the Government, from time to time.

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

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

(b) To pay a wage not less the minimum wage prescribed by the Central or State Government from, time to time.

(c) To comply with the provisions of the Mines Act, 1952.

(d) To comply with the provisions of the Rajasthan Minor Mineral Concessions Rules 2017.

(8) Not to injure tree- The lessee/lessees shall not cut or injure any tree in area of his/their lease without the previous sanction in writing from the competent authority.

(9) To maintain boundary and intermediate pillars- The lessee/lessees shall at his/their own expense erect and at all times maintain and keep in repair boundary and intermediate pillars according to the demarcation shown in the plan annexed hereto and as specified in clause (iv) of sub-rule (1) of rule 28.

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

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

(12) Accounts- The lessee/lessees shall keep correct accounts showing the quantity and particulars of all minerals obtained from the mine, detail of mineral sold or dispatched, and the number of persons employed therein and also complete plans of the mine and shall allow any officer of the Department at any time to examine such accounts and mine plan and shall furnish him with such information and return in respect of aforesaid matter as he may require.

(13) Abiding by Rules- The lessee/lessees shall abide by all existing Acts and rules enforced by the Government of India or the State Government and all such other Acts or rules as may be enforced, from time to time in respect of working of the mines and other matters affecting safety, health, environment and convenience of the lessee/lessees or of the public.

(14) To allow facilities to other mineral concession or permit holders- The lessee/lessees shall allow existing and future mineral concession or permit holders of any land which is comprised in or adjoins or is approachable by the land held by the lessee/lessees, reasonable facilities for access thereto.

(15) To allow entry of officers- The lessee/lessees shall allow any officer of the Department or any other officer authorised by the Central or State Government in this behalf to enter upon the premises comprised in the lease for the purpose of inspecting the same and abide by instruction issued by him from time to time regarding the conservation and development of minerals and the related matters.

(16) Building erected by Lessee- The lessee/lessees may erect on the area granted to him, any building required for bonafied purpose and such building shall be the property of the Government after the expiry of the lease or earlier determination or surrender of the lease:

Provided that the provisions of this clause shall not be applicable for lessee/lessees of mining lease for mineral bajri (river sand);

(17) To report accident and discovery of any other mineral- The lessee/lessees shall without delay report to Mining Engineer/Assistant Mining Engineer concerned or any other officer authorised by them any accident which may occur at or in the said premises and also the discovery on or within any of the lands of mines demised by the lease of any minerals whether minor or otherwise not specified in the lease.

(18) Grant/working of newly discovered minerals- Where subsequent to the grant, any new mineral is discovered, the lessee shall not win and disposed off unless it is included in the lease or a separate lease is obtained. If lessee does not apply for inclusion of such mineral, lease may be terminated and new lease shall be granted through e-auction.

(19) To hand over possession of protected area- If any area out of the lease area is declared as a protected area under the Ancient Monuments Preservation Act 1904 (Central Act VII of 1904). The lessee will have to deliver the possession back to the State Government without claiming any compensation for that area.

(20) Liberty to determine the lease- The lessee/lessees may at any time determine this lease with immediate effect by giving a notice in writing to the State Government or to such officer or authority as the State Government may specify in this behalf and shall pay all rents, water rates, royalties compensation for damages and other moneys which may then be due and payable under these presents to lesser or any other person or persons and shall deliver these presents to competent authority and then this lease and the said term and the liberties. Powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the lesser in respect of any breach of any of the covenants or agreement contained in its presents.

(21) Cancellation-The lease shall be liable to be cancelled if the lessee/lessees ceases to work the mine for a continuous period of six months without obtaining written sanction of the competent authority.

(22) Pre-emption- The Government shall have the rights of pre-emption at current market rates over all minerals lying in or upon the lands demised by the lease and shall be indemnified be the lessee/lessees against claims of any other party in respect of such minerals.

(23) Consequence of nonpayment of royalty or rent- The Government shall determine the lease after serving a notice to the lessee to pay the dues within thirty days from the date of the receipt of notice and forfeit the security amount if the dead rent or royalty or dump removal charges are not paid within thirty days next after the date fixed in these presents. The Government shall have the right at any time after serving the above notice to enter upon the said lands and to distrain all or any of the minerals or movable property therein and shall carry away, distrain or order the sale of property so distrain or so much of it as will suffice for satisfaction of the rent or royalty of dump removal charges and all costs and expenses occasioned by the non-payment thereof. These rights shall be without prejudice to the right of the Government to realise all its dues, under the Rajasthan Public Demand Recovery Act. 1952 (Act No. V of 1952) or Rajasthan Land Revenue Act.1956 (Act No.15 of 1956).

(a) Consequence of breach of other covenants- In case of any breach on the part of lessee/lessees of any covenant or condition contained in the lease whether contained in this clause or any other clause of this lease, the Government may determine the lease and forfeit the security amount and take possession of the said premises or in the alternatively may impose payment of a penalty as specified in Schedule-IV. Such action shall not be taken unless the lessee/lessees has/have failed to remedy the breach after thirty days' notice.

(b) Delivery on termination of lease- On expiry or earlier determination of the lease the lessee/lessees shall deliver up the said premises and all mines (if any) dug in respect of any working as to which the Government might have sanctioned abandonment.

(c) (i) Determination of lease in the public interest- The Government may determine the lease if the Government considers that the minor minerals under the lease are required for establishing an industry beneficial to the public

(ii) Determination of lease for the aforesaid purpose shall not be valid unless six months notice in writing has been given by the Government to the lessee/lessees. Such notice need not however, be given in war of emergency.

(24) In the schedule area, the lessee shall give preference in employment, to the tribals and to the persons who become displaced because of the taking up of mining operations.

(25) Employment of Foreign nationals- The licencee/licencees shall not employ, in connection with the prospecting operations any person who is not an Indian National except with the previous approval of the Central Government.

5 Further covenants of the lessee:

The lessee/lessees hereby covenant/covenants with the Government as follows:-

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

weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee.

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

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

(4) Forfeiture of property left more than three months after determination of lease- If on expiration of lease or earlier determination of the lease or after the date from which any surrender by the lessee of a part or parts of the said lands under the provision contained in sub-clause (20) of clause 4 of this lease becomes effective, there remain in or upon the said land of the surrendered part or parts thereof as the case may be, any engines, machinery, plants, structures, tramways, railways and other work erections and conveniences or other property which are not required by the lessee/lessees in connection with his/their operations in those parts of the said lands they shall become the property of the Government and may be
sold or disposed of in such manner after period of three months from the date of expiration or earlier determination of the lease the Government may deem fit without liability to pay any compensation.

(5) Exemption of royalty for tenants- No royalty shall be charged on minor minerals required by the tenant for any bonafied purposes as specified in rule 75 of the rules.

6 Further covenants of the lessee:

The lessee/lessees further covenant/covenants with the Government as follows:-

(1) Interest- The lessee/lessees shall pay to the Government simple interest at the rate of fifteen percent per annum on all amounts outstanding against the lessee/lessees under this lease, whether as dead rent, royalty, surface rent or otherwise.

(2) Keeping mines etc. in good order- The lessee/lessees shall keep throughout the terms of his/their lease all mines, building, engines, machinery and other mining plants in good repair and working order.

(3) Taking ballast etc. for leased area only- The lessee/lessees shall take out and use ballast, khandas and rubbles from his/their quarries for his/their bonafied use in the leased area only and shall pay royalty for minerals so used.

(4) Delivery of samples of rocks etc- The lessee/lessees shall deliver to or permit to be taken by the representative of the Government a sample or samples of all rocks found on mines or raised and all intermediate and finished products sold on intended for sale by the lessee/lessees.

(5) Security of pits and Shafts and not filling them up- The lessee/lessees shall properly secure pits and shafts and will not without permission in writing of the Mining Engineer, will fully close, fill up or choke any mine or shafts.

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

(7) (a) Abstaining from entering occupied land- The lessee/lessees shall abstain from entering on the surface of any occupied Government land or of any private land comprised within the leased area without previously obtaining the consent of the occupant in writing.

(b) The lessee/lessees shall abstain from opening any new quarry or depot in the leased area without the previous sanction of the Mining Engineer, Assistant Mining Engineer concerned.

(8) Not to obstruct road etc- The lessee/lessees shall keep open and in no way obstruct any road path or way by any means whatsoever.

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

(10) To allow free use of tanks, water courses etc, to the public and Government. The lessee/lessees shall abstain from all interference with and allow to the public and the Government the free use of tanks, water courses, places of worship, scared graves, burial

grounds and village sites for houses which may be existing or may hereafter be set apart or appropriated as herein before provided on the leased area.

(11) Not to use land for other purposes- The lessee/lessees shall not cultivate or use the land save for the purposes of the lease.

(12) Not to enter upon or commence operations in forest land etc.- The lessee/lessees shall not enter upon or commence any mining operations in any forest land under special protection comprised in the leased area except after previously obtaining permission in writing of the competent officer.

(13) To respect water rights and not to injure adjoining property- The lessee/lessees shall not injure or cause to deteriorate any sources of water, power or water supply and

shall not in any other way render any spring of stream of water unfit to be used or do anything to injure adjoining lands, villages or houses.

(14) Removal of stock of minerals on expiry or determination of the lease- The lessee/lessees shall on the termination or earlier determination of the lease remove within three months all extracted minerals from the premises of the leased areas. All extracted minerals in the said lands left over indisposed after three months of the termination or determination of lease shall be deemed to be the property of the Government:

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

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

(16) Supply of stones to the Public- The lessee/lessees shall not unless prevented by reasonable cause e.g. collapse of the quarry etc. to the satisfaction of the Government, fail or neglect or delay to supply……. (name of mineral) to the public at pits mouth within reasonable period of…… (to be specified). In the event of unsatisfactory supply by the lessee/lessees to local public the Mining Engineer/Assistant Mining Engineer with the approval of the Director, may allow the consumers to quarry/extract with their own arrangement in the leased area outside the existing quarries or depots and the lessee/lessees will not be entitled to any royalty on this account but the same will be payable to the Government.

(17) Employment of qualified person- for the purpose of carrying out mining operations in accordance with the approved practices:-

(i) a whole-time mining engineer or the person possessing I Class Mine Manager's Certificate of Competency issued by the Director General of Mines Safety and geologist, where mining operations are carried out by deployment of heavy mining machinery for deep hole drilling, excavation, loading and transport, or where the average employment exceeds one hundred and fifty per day;

(ii) a whole-time mining engineer or the person possessing II Class Mine Manager's Certificate of Competency issued by Director General of Mines Safety, where mining operations are carried out by deployment of heavy mining machinery for deep hole drilling, excavation, loading and transport, or where the average employment exceeds seventy five per day;

(iii) in case of any other mine, a person having degree in mining or diploma in mining with two year's experience in mining operations or Geologist or the person possessing foreman's certificate of competency issued by the Director General of Mines Safety:

Provided that in case where area of lease is upto one hectare and mining is carried out only by manual means, the person having qualification mentioned in clause

(i), (ii) or (iii) may work for a maximum of fifteen leases or fifty quarry licences, provided that all such mines/quarries are located within a radius of hundred kilometers:

Provided further that if any doubt arises about the lease covered under clause (ii) or (iii) above it shall be referred to the Director for its decision whose decision shall be final.

Explanation: The expression 'average employment' means the average per day of the total employment of the mine during the preceding quarter (obtained by dividing the number of man-days worked by the number of working days).

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

7 Calculation of royalty, assignment of tax and recovery of dues:

It is hereby further agreed between the parties hereto as follows:-

(1) The royalty payable hereunder shall be calculated on the quantity dispatched from or consumed within the leased area as per the rates specified in Schedule-II of the Rajasthan Minor Mineral Concession Rules, 2017;

(2) The lessee/lessees shall not assign, sublet or part with the possession of the leased area or any part thereof except in the manner permitted by rule 27 of the said rules.

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

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

8 If in any event the orders of competent authority are revised or cancelled by the appellate authority or by the State Government in pursuance of the proceedings under Chapter XI of the Rajasthan Minor Mineral Concession Rules, 2017 or under any other provisions of the said rules, the lessee/lessees shall not be entitled to compensation for any loss sustained by him/them in exercise of the powers and privileges conferred upon him/them by these presents.

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

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

Provided that fair compensation which shall be determine in default of agreement by the Government shall be paid to the lessee/lessees for all loss or damages sustained by him/them by reason or in consequence of the exercise of powers conferred this clause:

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

11 Security and forfeiture thereof:

(1) The Government may forfeit the whole or part of the amount deposited by the lessee/lessees as security under this lease in case the lessee/lessees commits/commit a breach of any covenant to be performed by the lessee/lessees under this lease.

(2) Whenever the said security deposit or any part thereof or any further sum deposited with the Government in replacement thereof shall be forfeited under sub-clause (1) or applied by the Government in satisfaction of any dues of the Government under this

lease (which the Government is hereby authorised to do) and the lessee/lessees shall immediately deposit with the Government such further sum as may be sufficient with the inappropriate part thereof to bring the amount in deposit with the Government upto the limit as mentioned in Rule 19.

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

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

12 Interpretation:

In this lease unless the context otherwise requires,-

(1) 'Department' means the Department of Mines & Geology, Rajasthan.

(2) 'Director' means the Director of the Mines & Geology, Rajasthan for the time being and includes any officer authorised by him to perform any of his functions.

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

IN WITNESS WHEREOF this indenture has been signed by the lessee/lessees.

…….. …….

Signed by lessee/lessees Signature …….

……. By order and on behalf of the Governor of Rajasthan

(Designation)

And by

……

Witness (1)……

……

Witness (2) ……

FORM -7

FORM OF QUARRY LICENCE

[See rule 17(3)]

1	Name of licencee	:	…….
2	Father's/Husband's Name	:	…….....
3	Address	:	…….....
			…….....
4	Contact No. Mobile/land line No.	:	....
	e-mail address		.....
5	PAN No.	:	.....
6	Quarry or plot No.	:	…….....
7	Name of block/boundary	:	Name ……..
			Tehsil ……..
			District …… ……..
8	Name of office	:	…….....
9	No. and date of order of grant	:	…….....
10	Period of licence covered by initial grant	:	From ……...
			To ……...
11	(a) Period of extension	:	From ……...
	(b) Period of extension		To ……...
		:	From ……...
			To ……...

Details about Transfer/Mutation of licence:

S. No.	Name, father's / husband's name and address of	Contact No., e-mail address and PAN No.	Date of application of transfer/ mutation	Order No. and date	Transfer fee	Date of Deposit	Signature of Transferor	Signature of Transferee /legal heirs	Signature of Mining Engineer / Assistant Mining
1	2	3	4	5	6	7	8	9	10

Details about payment of licence fee and period of subsequent extension:

S. No.	Amount deposited	Challan/GR No./ cash receipt No.	Date of Deposits	Licence fee period	Signature of licencee	Signature of Mining Engineer/Assistant Mining Engineer
1	2	3	4	5	6	7

FORM -8

REGISTER FOR MINING LEASE APPLICATIONS

[See rule 22(1)]

S. No.	ML No.	Date of receipt of application	Name of applicant	father's/ husband's name	Caste and occupation	Permanent address	PAN card No.	Bank a/c No. and IFSC code
1	2	3	4	5	6	7	8	9

Area in hectare	Description of applied area	Mineral/ minerals applied	Application fee details	Period of mining lease applied	Order No. and date of grant /rejection	Signature of officer	Remarks
10	11	12	13	14	15	16	17

FORM -9

REGISTER FOR MINING

LEASES [See rule 22(2)]

S. No.	ML No.	Date of receipt of application	Name of Leasee	father's / husband's name	Caste and occupation	permanent address	PAN card No.	Bank a/c No. and IFSC code
1	2	3	4	5	6	7	8	9

Area in hectare	Area granted with description	Mineral/ minerals granted	Period of lease/ renewal	Order No.	Date of grant	Amount of dead rent original/ revised	Security deposited
10	11	13	14	15	16	17	18

Performance security deposited	Name of transferee with father's/ husband's name and address	Date of transfer	Date of extension	Date of expiry/ termination/ surrender/part surrender
19	20	21	22	23

Signature of officer	Diversion details	EC details	Remark
24	25	26	27

FORM -10

REGISTER FOR QUARRY LICENCE

APPLICATIONS [See rule 22(3)]

S. No.	Name of applicant with father's/husband's name and address	Caste and occupation	Date of receipt of application	Name of the boundary	Plot No. applied
1	2	3	4	5	6

Size of the plot	Mineral or minerals applied	Order No. and date of grant/rejection	Signature of the Officer	Remarks
7	8	9	10	11

FORM -11

REGISTER FOR QUARRY LICENCE

[See rule 22(4)]

Name of the block/boundary

Total No. of quarries in the block ……..

No. of quarries added by extending the block/boundary…….

1. By order dated …….…….
2. ……
3. ……

S. No.	Quarry/ plot No.	Name of the licencee	Father's/ husband's name	Address	PAN card No.	Bank a/c No. and IFSC code	Caste and occupation
1	2	3	4	5	6	7	8

Date of receipt of the application	Order no. and date of grant of licence	Details of subsequent extension of licence	Amount of security deposited	Amount of performance guarantee deposited	Amount of annual licence fee	Date on which licence fee has been paid with amount	Date of Transfer
9	10	11	12	13	14	15	16

Name of transferee with father's/husband's name and address	Date of expiry/ termination/ surrender	Date from which plot is free for grant	Signature of the Officer	Remarks
17	18	19	20	21

FORM -12

FORM FOR TRANSFER OF MINING LEASE

[See rule 27(4)]

When the transferor is an individual, the indenture made this ……. day of …… 20……. between …….……. (Name of the person with address and occupation) (hereinafter 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 transferor are more than one individual …… …… (Name of the persons with address and occupation) (hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns).

When the transferor is a registered firm……..…… …… (Name and address of all the partners) all carrying on business in partnership under the firm name and style of…… …….…….. (Name of the firm) registered under the Indian Partnership Act, 1932 (Central Act No. 9 of 1932) and having their registered office at ……..……...……. (hereinafter referred to as the "transferor" which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns).

When the transferor is a registered company……..…… ……..…… (Name of Company) a company registered under…….…… (Act under which incorporated) and having its registered office at ……(Address) (Hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to included its successors and permitted assign) of the first part.

AND

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

When the transferee are more than one individual ……..

……. (Name of the person with address and occupation) and …….…. (Name of the person with address and Occupation) (Hereinafter referred to as the "transferee" which expression shall where the context so admits be deemed to include their representative heirs, executors, administrators, representatives and their permitted assigns)

When the transferee is a registered firm …….…….(Name and address of all the partners) all carrying on business in partnership under the firm name and style of ……. (Name of the firm) registered under the Indian Partnership Act, 1932 (Central 9 Act No. of 1932) and having their registered office at ……. (hereinafter referred to as the "transferee" which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns).

When the transferee is a registered Company…….…….. …..…….. (Name of Company) a company registered under (Act under which incorporated) and having its registered office

at……. (address) (hereinafter referred to as the "transferee" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the second part.

AND

The Governor of the State of Rajasthan (hereinafter referred to as the "State Government" which expression shall where the context so admits to be deemed to include the successors and assigns) of the third part.

Whereas by virtue of an indenture of lease dated the …… and registered as on ……. (Date) in the office of the Sub-Registrar of ……..… (Place) (hereinafter referred to as lease) the original whereof is attached hereto and marked 'A' entered into between the State Government (therein called the lessor) and the transferor (therein called the lessee), the transferor is entitled to search for win and work the mines and minerals in respect of ……(Name of minerals) in the lands described in the Schedule thereto and also in Schedule annexed hereto for the terms and subject to the payment of the rent and royalties and observance and performance of the lessee's covenant and conditions in the said deed of lease reserved and contained including covenant not to assign the lease or any interest there under without the previous sanction of the State Government.

And whereas the transferor is now desirous of transferring and assigning the lease to the transferee and the State Government has at the request of transferor, granted permission to the transferor vide order No……..... dated ……..…… to …… such a transfer and assignment of the lease upon the condition of the transferee into an agreement in and containing the terms and conditions hereinafter set-forth.

Now this Deed witness as follows:-

1. In consideration of Rs……..paid by the transferee to the transferor the receipt of which the transferor hereby acknowledges, the transferor hereby conveys assigns and transfers into the transferee all the rights and obligations under the said hereinbefore recited lease and to hold the same upto the transferee with effect from date of execution of this deed for the unexpired period of the said lease

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

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

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

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

   (iii) The transferor further declares that he has not entered into or made any agreement, contract or understanding whereby he has been or is being directly or indirectly financed to a substantial extent by or under which the transferor's operation or

understandings were or are being substantially controlled by any person or body of persons other than the transferor.

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

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

(vi) The transferor has supplied to the transferee the original/or certified copies of all plans of abandoned workings in the area and in belt six meters wide surroundings it.

(vii) Transferee further declares that he shall pay one time premium amount as per the provisions of the Rajasthan Minor Mineral Concession Rules, 2017.

(viii) The transferee hereby further declares that as a consequence of this transfer, the total areas while held by him under minor mineral concessions are not in contravention of rule 7(4) of the Rajasthan Minor Mineral Concession Rules, 2017.

(ix) Transferor has paid all the rent, royalties and other dues towards Government till this date in respect of this lease

(x) Registered consent of khatedaar if any obtained in favour of previous lessee will continue till the period of mining lease

In witness where of the parties hereto have signed on the date and year first above written.

…… ……

Signature of the transferor Signed on behalf of the

(Designation) Governor of State of Rajasthan

Signature of the transferee

Date
…….

Witness I
…….

Witness
II…….

FORM -13

PRODUCTION, DESPATCH & STOCK REGISTER

[See rule 28(2)(iv)(a)]

ML No…….…….

Mines……..…….

Month……..…….

S. No.	Date	No. of persons Employed	Opening stock	Production	Total
1	2	3	4	5	6

Approximate quantity of mineral dispatched	Sale price per tonne (grade wise)	Approximate stock balance	Actual dispatch
7	8	9	10

Closing stock	Rawanna No.	Vehicle No.	Remarks
11	12	13	14

Total of full month

Signature of Lessee

FORM -14

RAWANNA REGISTER

[See rule 28(2)(iv)(a)]

ML No…….…….

Mines……..…….

S. No.	Date	Rawanna No.	Quality of mineral	Place where mineral is being sent	Name of person/party to whom mineral is being dispatched (dealers registration No. if any)	Mode of transport	Vehicle No.	Approximate quantity of mineral dispatched
1	2	3	4	5	6	7	8	9

Actual quantity of mineral dispatched	Time of dispatch	Signature of authorised person	Remarks
10	11	12	13

FORM -15

MONTHLY e-RETURN FOR MINING LEASE

[See rule 28(2)(iv)(d)]

Name of lessee……..
Name of Mine ……..
Month…….
Period of lease……..…..…
Quantity dispatched:

S.No.	Opening stock of mineral	Production	Total	Purpose - captive use/ sell
1	2	3	4	5

Rawanna No.	Date	Weight mentioned in rawanna	Actual weight	Closing balance	Plantation done in this month
5	6	7	8	9	10

Average no. of workers	No. of labour insured in this month	No. of labour insured till this month	No. of medical checkup of labour done in this month	Working days	Quantity of over burden removed	Remarks
11	12	13	14	15	16	17

I/We declare that particulars given above are correct and I/We will furnish any other details/documents required in the connection on demand.

Place:_____ Yours Faithfully

Date:_____

Signature of Leasee/Qualified Technical person

Name and Address

…….

FORM -16

ANNUAL e-RETURN FOR ASSESSMENT OF ROYALTY FOR MINING LEASE

[See rule 28(2)(iv)(d)]

Name of lessee ----------

Email address ----------

Name of Office ME/AME ----------

Annual dead rent ----------

Period of lease ----------

Name of Mine/ML No----------

PAN card No. .....

Tehsil ----------

Distt.----------

Name of mineral ----------

Period of assessment ----------

S. No.	Month or period (with year)	Opening stock of mineral	Production	Total	Quantity dispatched/sold/ used
1	2	3	4	5	6

Closing stock of mineral	Details of mineral dispatched - captive use/sell	Total average No. of labourers			Total No. of working days
		Men	Women	Total	
7	8	9	10	11	12

Plantation done in the year	No. of labour insured in the year	No. of labour insured till end of the financial year	No. of medical checkup of labour done in the year	Quantity of over burden removed	Remarks
13	14	15	16	17	18

(i) Rate of royalty Rs……per tonne

(ii) Total amount of royalty Rs……..

(iii) Less dead rent or royalty already paid Rs……..

Date wise challan/GRN wise detail shall be given

(iv) Excess royalty payable Rs……

I/We declare that particulars given above are correct and I/We will furnish any other details/ documents required in the connection on demand.

Place:_____

Date:_____

Yours Faithfully

Signature of Lessee

Name & Address

…….

FORM -17

ACKNOWLEDGEMENT OF RECEIPT OF ANNUAL e-RETURN FOR ASSESSMENT OF ROYALTY

[See rule 28(2)(iv)(d)]

S.No._____ Name of office _____ML No._____ Date _____

Received annual e-return for assessment of royalty with the following enclosures for the mining lease from Mr./Mrs./Ms./M/s ---------- on -----/----- 20----- for -------- hectares of land located near village ---------- tehsil ----------district ---------- for mining ---------- mineral.

Enclosures:-

Signature and designation

of receiving officer

Place: ----------

Date: ----------

FORM -18

RAWANNA

[See rule 28(2)(iv)(e)]

S. No……. Dated …….....

Name of mineral concession/Permit holder ……..…….....

Mining lease No./Permit No. .....

Location of the mines ……..……..

Name of mineral……..……..…..

Quality of mineral…….....…....

Place where mineral is being sent…….....

Name of person/party to whom mineral is being dispatched……..
(dealers registration no. if any)

Mode of transport…….. Vehicle No…….…….……..

Weight/Volume of mineral …….…….....

Page and Serial No. of the "Rawanna register" at which rawanna has been entered …….....
Time of dispatch…….……..……..

Approximate time of delivery ……..……..…..……..……

Signature of the driver……..……...

Signature of Mine owner/Manager

FORM -19

APPLICATION FOR REGISTRATION OF ROYALTY/EXCESS ROYALTY COLLECTION CONTRACTOR

[See rule 35(1)]

To,

The Additional Director (Mines),

Department of Mines & Geology,

…… (Rajasthan)

Sub: For registration as a contractor to participate in auction/tender for grant of contract to collect royalty/excess royalty with or without permit fee/other charges.

Sir,

1. With reference to above, I am/we are submitting following information to register myself/us as a contractor for class AA/A/B/C and I/we have deposited Rs….....…….as the application fee payable under rule 35(4)(i) through e-payment, bank name ……. GRN No. ……..dated……..…..

2. (A) Name of the applicant and address:- ……...

……...

(B) Telephone No. office ……..…… Residence ……..…….

Fax No. …… Cell No. …..……..……..

Email address ……

Bank account No……..

PAN card No.…….

IFSE code……

(C) In case the applicant is an individual:

(1) Father's name/Husband's name

(2) Caste

(3) Occupation

(4) Nationality

(D) In case the applicant is Firm/Company/Association of persons/Society:

(1) Kind of business

(2) Place of business

(3) Place of registration

(4) Nationality of Directors/Partners

(5) Email address

N.B. Please enclose copies of Certificate of Firm's registration, Partnership-deed, Power of Attorney, Certificate of Incorporation, Memorandum and Articles of Association and resolution of Board of Directors about applying for registration of contract.

3. Present business:

…….

…….

4. Details of held contracts/mineral concession/permit in the name of applicant and his family members and partners of firm/director of private limited company/association of persons:

S. No.	ML/ PL/QL/ RCC /ERCC	Mineral	Near Village	Tehsil	District	AME/ME office concerned	Area in hectare	Period		Remark
								From	To	
1	2	3	4	5	6	7	8	9	10	11

(Enclose no dues certificate issued from AME / ME concerned)

5. Enclose net worth certificate of chartered accountant for value of Rs._____ as per Form 20.

6. Enclose security amount in form of FDR/NSC for due observance of terms and conditions of tender/auction pledged in favour of Additional Director (Mines) FDR/NSC No. _____ dated_____ issued for Rs._____ from _____ (name of the bank and branch/post office) for a period of _____ years.

7. Properly sworn affidavit stating that:

   (a) No dues of the Department is outstanding against the applicant and his family members.

   (b) The applicant is financially sound and fully capable to run such contracts.

   (c) The information furnished by an applicant is true and correct.

   (d) In case of breach of any terms and conditions of tender/auction of contract, or if any information furnished shall found incorrect, the Department may cancel the registration and impose penalty with forfeiture of security amount after serving fifteen days notice to the contractor.

8. Self-attested copy of PAN Card, photo identity and address proof enclosed (any two out of following documents) –

   (i) Aadhar Card;

   (ii) Copy of Driving licence;

   (iii) Copy of Voter Identification Card;

   (iv) Copy of Passport;

   (v) Bank Pass Book;

   (vi) Latest Electricity; or

   (vii) Telephone bill/Water Bill.

Dated: _____

Yours faithfully,

(Applicant)

FORM -20

NET WORTH CERTIFICATE

(To be enclosed with Form -19)

[See rule 35(4)(i)]

I/We have verified the statement of assets and liabilities of Mrs./Mr./M/s. _____ on the basis of our information and according to the explanations furnished to us. We certify that the net worth of Mrs./Mr./M/s. _____ is as under (Amount Rs. in crore)

	Assets	Sub total	Total	Basis of valuation
A.	**1. Immovable Assets**			
(a)				
(b)				
(c)				
(d)				
	Provide complete details of immovable assets including description, location, land area, built up area etc.			
	2. Movable assets			
(a)	Investments			
(b)	Loans & advance/receivable			
(c)	Cash and bank balances			
(d)	Any other assets			
	Provide complete details of movable assets list with description.			
	Total assets (A)			
B.	**Liabilities**			
(a)	Secured loans			
(b)	Unsecured loans and deposits			
(c)	Other liabilities			
	Total liabilities (B)			
C.	**Net worth (A-B)**			

The above furnished information has been verified by me personally and this is true as indicated above.

For Chartered Accountants

( )

Partner/Proprietor,

M. No. _____

Note: The basis of valuation should be mentioned in detail like the 1. valuable report of approved velour, 2. income tax records, 3. original title deeds, 4. balance sheet as submitted with income tax or 5. audited balance sheet etc.

FORM -21

ACKNOWLEDGEMENT OF APPLICATION FOR REGISTRATION OF ROYALTY/EXCESS ROYALTY COLLECTION CONTRACTOR

[See rule 35(5)]

Code : ADM ...../class ...../S.No. ...../year .....

Date _____ **Name of office _____**

Received the application with the following enclosures for the registration of royalty/excess royalty collection contractor of Mr./Mrs./Ms./M/s ---------- on ---------- 20------ for ---------- for the category ……...

Enclosures:-

Signature and designation

of receiving officer

Place: ----------

Date: ----------

FORM -22
MODEL FORM OF AGREEMENT FOR ROYALTY AND/OR EXCESS ROYALTY COLLECTION CONTRACT

[See rule 43(1)]

This indenture made this ---------- day of 20 ------- between the Governor of the State of Rajasthan (hereinafter referred to as the Government which expression shall, where the context so admits be deemed to include his successors and assigns) of the one part;

and

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

or

(2) When the contractor is a registered firm ---------- ---------- (Name and address of 1st partner) and ---------- ---------- ---------- ---------- (Name and address of 2nd partner) and ---------- ------
---------- ---------- ----------(Name and address of 3rd partner) all carrying on business in partnership under the firm name and style of (Name of the Firm) ---------- registered under the Indian Partnership Act, 1932 (Central Act No. 9 of 1932) and having their registered office at ---
---------- ---------- ---------- (Address of the firm) (hereinafter referred to as the "contractor" which expression shall, when the context so admits be deemed to include all the partners of the said
firm, their respective heirs, executors, legal representative and permitted assigns).

or

(3) When the contractor is a registered Company ---------- ---------- ---------- (Name of the Company) and Company registered under ---------- (Act under which incorporated) and having its registered office at ---------- ----------
-- (Address of the company) (hereinafter referred to as the "contractor" which expression shall, where the context so admits be deemed to include its successors and permitted assigns) of the other part.

Whereas the contractor has offered a bid of Rs. …… per year for the grant of *royalty collection contract and/or *excess royalty collection contract * with or without permit fee/ other charges …… …..... (specify) for ……...….. (Mineral) excavated and removed from the quarries situated at ……
…….…… (details of contract area) .....……..... Tehsil ……..……. (District).

And whereas the said bid has been accepted by the State Government and the contractor had paid Rs…… for first installment of the contract and has under taken to pay the remaining amount in monthly/quarterly installments, payable in advance on the due date of concerning month/quarter to the State Government with the condition that the working mining lease/quarry holders shall enjoy the right of mining on payment of royalty and/or permit fee or any other charges to the contractor at the

rates specified in the Rajasthan Minor Mineral Concession Rules, 2017 or rules made under the provisions of section 15A of Mines and Minerals (Development and Regulation) Act, 1957.

And whereas the contractor has further undertaken to pay increased amount of contract money, security deposit and performance security in proportion to the enhancement in the rate of royalty due to amendment in the schedule II to the Rajasthan Minor Mineral Concession Rules, 2017 or increase in permit fee/other charges for the remaining period of the contract from the date of such enhancement along with the monthly/quarterly installment payable as above.

And whereas the contractor has paid a security deposit of Rs… …….…….. and performance security in the Form of Bank Guarantee/FDR of Rs.....……for the fulfillment of the terms and covenants hereinafter mentioned:

Now, these presents witness as follows:-

(1) The State Government hereby grants a contract to collect *royalty/excess royalty/permit fee/other charges …..... (specify) for which the contract has been given from holders of mining lease/quarry licence or from persons carrying or removing ……..……..……. (name of mineral) excavated from the mining leases/quarries and dispatched from the area under this agreement at the rates specified in the schedule II and/or permit fee and/or any other charges as per provisions of the Rajasthan Minor Mineral Concession Rules, 2017 and other charges as specified in the rules made under the provisions of section 15A of Mines and Minerals (Development and Regulation) Act, 1957.

(2) The agreement shall remain in force from ….....……. (date) to ..... (date).

(3) The contractor shall abide by following terms and conditions:-

(i) The contractor shall make his own arrangements for collection of royalty and other permissible charges.

(ii) The royalty receipt shall be in Form-23 or Form-24, as the case may be, duly stamped and issued by the Mining Engineer or Assistant Mining Engineer concerned.

(iii) The contractor shall collect the royalty as far as possible, close to the mining leases or quarry licence area and if not possible or practical then at any other place near the leases or licences but within the jurisdiction of the contract area:

Provided that such places shall only be established after prior approval in writing from the Mining Engineer or Assistant Mining Engineer concerned on an application with online payment of rupees one thousand (non-refundable) for every place for which permission is required. The Mining Engineer or Assistant Mining Engineer may refuse to grant permission for reasons to be recorded in writing for any particular place and shall communicate to the contractor.

(iv) The contractor shall issue valid royalty receipts in Form-23 or Form-24 for the amount of royalty, excess royalty, permit fee or other charges collected for every dispatch of the said mineral and shall fill all the columns of the receipt. The contractor shall, give first copy of receipt to the in-charge of the vehicle, second copy to the Mining Engineer or Assistant Mining Engineer concerned along with online monthly statement and shall retain third copy with him.

(v) The excess royalty collection contractor shall collect excess royalty only from such vehicles which are having valid rawanna issued by the lessees. The contractor shall retain second copy of the rawanna with him and shall return first copy after stamping to vehicle owner. The contractor shall deposit second copy of rawanna with second copy of receipt issued by him with monthly statement in Form-26 to the Mining Engineer or Assistant Mining Engineer concerned.

(vi) The contractor shall not recover any royalty from the vehicles having royalty paid rawanna issued against yearly dead rent:

Provided that after weighment, if any quantity of mineral is found in excess of weight mentioned in rawanna, contractor may recover the royalty of such excess weight.

(vii) The contractor shall not recover any royalty, if the mineral specified in the contract is used by the State Government Departments themselves under a valid short term permit or permit granted by the Mining Engineer or Assistant Mining Engineer concerned.

(viii) The contractor shall not recover royalty and/or permit fee from short term permit or permit issued under these rules and same shall not be adjusted against the contract amount.

(ix) The royalty shall be collected on the dispatch of minor minerals from the area specified in the contract and not on minor minerals brought from outside the contract area or from the major mineral leases.

(x) The contractor shall not recover royalty and/or permit fee for the mineral used in construction, repair or renewal of National, Mega Highways, Four or Six lane roads, laying and repair of Railway Tracks. For construction or repair of such works, a separate *[short term permit shall be issued and if the mineral is obtained from existing lease, separate rawanna for the aforesaid purpose shall be issued by the Mining Engineer or Assistant Mining Engineer concerned to the lessee. Royalty or Excess royalty and/or permit fee received from such work contractor shall not be adjusted against the contract amount.]

(xi) No royalty shall be recovered on the minor minerals removed from the areas which are not working pits of a lessee or licencee or licencee as provided in rule 74.

(xii) The contractor shall not recover any royalty and/or permit fee from the minerals used in special works or schemes as specified by the Government from time to time.

(xiii) The contractor shall submit online monthly statement of royalty collection and/or excess royalty collection with or without permit fee or other charges in the Form-25 and Form-26 respectively within fifteen days from the month end.

(xiv) Where the contractor recovers royalty and other charges in excess of the specified rates, the excess amount so collected shall be recovered from the contractor and the contract shall be terminated after giving a fifteen day's notice and the contractor may be blacklisted or debarred for further royalty collection contract or excess royalty collection contract for a period of next five years.

(xv) The contractor shall have no rights regarding leases or licences in the contract area except collection of royalty, permit fee or other charges mentioned in the contract for the actual weight of the mineral transported at the prevailing rates for which contract has been awarded.

(xvi) Cancellation and surrender of lease or licence, sanctioning of new lease or licence, revision of dead rent of existing lease, temporary or permanent closure of lease or licence by the Government or Court or due to any other reason in the area concerned, shall not have any impact on the yearly contract amount.

(xvii) The Contractor shall pay the installment of contract amount in advance on due date i.e. ……..day of every month or quarter and if any amount is not paid on due date it shall be collected as an arrears of land revenue and an interest at the rate of eighteen percent shall be charged from due date irrespective of any other action being taken for cancellation of contract or imposition of penalty.

(xviii) Where the contract amount is equal to or more than ten crore, the contractor shall install at least one electronic weigh bridge system on the route covering maximum transportation or dispatches of mineral in the contract area along with sufficient web

* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 30-8-2017

cameras, computer with net connectivity and generator. The weigh bridge shall be integrated with that of departmental online system and shall hand over the weigh bridge along with all above equipment to the department in proper working condition after expiry or termination of the contract otherwise security deposit shall be forfeited. Government will explore the possibility of prescribing GPS tracking system.

(xix) The contractor shall inform online to the registering authority about any contract allotted to him within fifteen day from the allotment.

(xx) Contractor shall issue photo identity card duly singed and stamped by the Mining Engineer or Assistant Mining Engineer concerned to all nakedars or persons employed by him for royalty collection. The contractor shall submit a list of nakedars or persons to be engaged for royalty collection along with photo identity card and a fee of rupees one hundred for each identity card. Such identity cards shall be valid during the currency of the contract only. All the nakedars or persons shall keep the identity card displaying with them during collection of royalty.

(xxi) Contractor shall erect reflecting sign boards at each Naka or Check post clearly visible and legible from a distance mentioning name of the contractor, area of the contract, name of mineral, rate of royalty, permit fee and other applicable charges (if any) and name and contact number of the Mining Engineer or Assistant Mining Engineer concerned for any complaint.

(xxii)The contractor shall abide by all the terms and conditions of the contract and any amendment made under these rules and shall also follow all the instructions issued by the Government or any officer of the Department.

(xxiii) The contract may be terminated by the State Government if considered by it to be in public interest, after giving a fifteen day's notice.

(xxiv) The contractor shall not transfer the contract as a whole or in part and shall also not grant any sub-contract to or in the name of any other person.

(xxv) The contractor shall intimate the change in their permanent address along with address proof to the Mining Engineer or Assistant Mining Engineer concerned within one month of such change.

(xxiv) In case of default in the due observance of the terms and conditions of the contract, the contract may be terminated by the Mining Engineer or Assistant Mining Engineer concerned after giving a fifteen day's notice with forfeiture of security deposit or alternatively may impose penalty as per penalty Schedule V.

In witness where of parties have appended their signatures to these presents.

……..……..……
(Signature of the Contractor)
Date ……..……
……..……
Witness: 1……..
……..……..…
Witness: 2. ……...…

* Strike out whichever is not applicable.

……..……..……

Signed on behalf of the Governor of State of Rajasthan

…...……..……

(Designation)

FORM -23

ROYALTY RECEIPT

FOR ROYALTY COLLECTION CONTRACT

[See rule 44(2), 44(4)]

Code of contractor .....

Book No…… S. No. ……

Dated …….....

1. Name of the contractor …….....
2. Contract area ……
3. Contract amount ……..
4. Contract period ……...
5. Name of mineral ……...
6. Royalty rate (per tonne) ……..
7. Name of check post/naka ……
8. Place from which mineral is being brought ……..
9. Place where mineral is being sent……..
10. Name of person/party to whom mineral is being dispatched……...
11. Mode of transport…… Vehicle No……
12. Actual weight of mineral……...…
13. Time of dispatch……...…
14. Royalty/permit fee/DMFT fund/other charges recovered (Rs.)

A.	Royalty	In figures ……
B.	Permit fee	In figures ……
C.	DMFT fund	In figures ……
D.	Other charges	In figures …….. (Specify)
E.	Total amount received	in figure In words

Signature of the Driver Signature of Naka Incharge with seal

FORM -24

ROYALTY RECEIPT

FOR EXCESS ROYALTY COLLECTION CONTRACT

[See rule 44(2), 44(4)]

Code of contractor .....

Book No…… S. No...…….

Dated ……..…….....

Name of the contractor ……..……..

Contract area ……..……

Contract amount ……....……

Contract period ……..……....……

Name of mineral ……

Royalty rate (per tonne) ……..……..…….

Name of check post/naka ……...…

Name of lessee and ML No. from which mineral is being brought ……...

……..…….……

9. Rawanna No ……...…….

   Quantity of mineral mentioned in the rawanna …..... (tonne)

10. Place where mineral is being sent…….……..……..

11. Name of person/party to whom mineral is being dispatched……...

12. Mode of transport…… Vehicle No…….

13. Actual weight of mineral …….

14. Excess weight of mineral (in case of paid rawanna)……..……...

15. Time of dispatch……

16. Excess royalty recovered (Rs) In figures…….……..…….……..

    In words ……..…….…….……...

17. DMFT fund recovered (Rs) In figures……..…….……...…

    In words ……..…….…….……...

    Other charges recovered (specify) (Rs) In figures……..…….…….

    In words ……..…….…….……...

18. Total amount recovered (Rs) In figures……..…….…….

    In words ……..…….…….……...

Signature of the Driver Signature of Naka Incharge with seal

FORM -25

MONTHLY e-RETURN FOR ROYALTY COLLECTION CONTRACT

[See rule 44(13)]

Code of contractor .....

Name of contractor…… Month……..…….

Contract area ……..…….. Mineral …….……

S. No.	Date	Vehicle No.	Mineral	Royalty receipt No.	Actual weight of mineral (tonnes)
1	2	3	4	5	6

Royalty (Rs.)	Permit fee (Rs.)	Other charges (Specify)	Other charges (Specify)	Total amount collected (Rs.)	Remarks
7	8	9	10	11	12

Date: Signature of contractor/representative

FORM -26

MONTHLY e-RETURN FOR EXCESS ROYALTY COLLECTION CONTRACT

[See rule 44(5), 44(13)]

Code of contractor.....

Name of contractor…… Month…….

Contract area …….. Mineral ……...……

S.

S. No.	Date	Name of lessee	ML No.	Ravanna No.	Vehicle No.
1	2	3	4	5	6

Name of mineral	Quantity of mineral for which ravanna was issued by lessee	Royalty receipt No.	Actual weight of mineral (tonnes)	Excess weight quantity of mineral (10-8)	Excess royalty collected (Rs.)
7	8	9	10	11	12

Other charges (Specify)	Other charges (Specify)	Total amount collected
13	14	15

Date: Signature of contractor/representative

FORM -27

APPLICATION FOR PERMIT OF BRICK EARTH

[See rule 53(3)]

To
The Mining Engineer/
Assistant Mining Engineer,
Department of Mines and Geology,
Rajasthan……
Sir,

1. I/We ……..……. request you to grant me/us a permit to excavate brick earth from an area of ……...…… hectares for a period of …… year(s).
2. I/we have deposited Rs……..……..as the application fee payable under rule 53(4)(i) through e-payment, name of bank…….GRN No .....…..dated….....
3. Following are the required particulars:-

   (A) Name of the applicant and address…….

   ……

   (B) Telephone No. office …… Residence …….……

   Cell No. …….…. PAN card No. ……...……

   Email address ……...…….

   (C) In case the applicant is an individual:

   (1) Father's name/Husband's name

   (2) Caste

   (3) Occupation

   (4) Nationality

   (D) In case the applicant is Firm/Company/Association/Society:

   (1) Kind of business

   (2) Place of business

   (3) Place of registration

   (4) Nationality of Director/Partners

N.B. Please enclose copies of certificate of firm's registration, partnership-deed, power of attorney, certificate of incorporation, memorandum and articles of association and resolution of board of directors about applying for permit to excavate brick earth.

4. Details of mineral concessions held by the applicant in the State:-

S. No.	ML/PL/QL/RCC /ERCC	Mineral	Near village	Tehsil	District	AME/ME office concerned	Area in hectare	Period		Remark
								From	to	
1	2	3	4	5	6	7	8	9	10	11

5.Particulars of the mineral-wise areas applied by the applicant in the State:-

S. No.	ML/ QL	Mineral	Near village	Tehsil	District	AME/ME office concerned	Area in hectare	Remark
1	2	3	4	5	6	7	8	9

6. Total area already acquired for (in hectares).....…

7. (a) Enclose a copy of khasra map and revenue record showing location of permit area from where brick earth will be excavated duly verified by the Patwari concerned as per rule 53(4)(ii)

   (b) Enclose a copy of khasra map and revenue record showing existing/proposed location of brick kiln as per rule 53(4)(iii)

   (c) Consent of owner of land for excavating brick earth if the land does not belong to the applicant.

8. Number and date of no dues certificate (Copy attached). …….

   (If on the date of application the applicant does not hold any mineral concession/contract/permit etc., an affidavit to this effect shall be enclosed.)

9. Self-attested copy of PAN Card, photo identity and address proof enclosed (any two out of following documents) –

   (i) PAN card;

   (i) Aadhar card;

   (ii) Copy of driving licence;

   (iii) Copy of voter identification card;

   (iv) Copy of passport;

   (v) Bank pass book; or

   (vi) Electricity bill/Water bill;

I/We declare that particulars given above are correct and I/We will furnish any other details/documents required in the connection on demand.

Place:_____ Yours Faithfully

Date:_____

Signature of applicant

Submitted by

Signature ……..

Name and address

FORM -28

FORM OF BRICK EARTH PERMIT

[See rule 53(5)]

S.No.	Description	Details
1	2	3
1.	Name of permit holder	
2.	Father's/husband's Name	
3.	Address	
4.	Location of permit area	Village ……..... Tehsil …… District …… …….
5.	Aaraji/khasra no.	
6.	Location of brick kiln	Village …….. Tehsil …… District …… …….
7.	Aaraji / khasra no.	
8.	Name of office	
9.	No. and date of order of grant of permit	
10.	Period of permit covered by initial grant	From ……. To ……..

Details about payment of *[annual royalty]:

S. No.	Amount deposited	Challan/ RN No.	Date of deposit	†[Royalty] paid for the period	Signature of Mining Engineer/Assistant Mining Engineer
1	2	3	4	5	8

Conditions:

* Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

† Substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

*[(i) The permit holder shall deposit annual royalty alongwith contribution of the District Mineral Foundation Trust Fund in advance equated quarterly installments;]

(ii) Before excavation of brick earth from sanctioned permit area, the permit holder shall remove top soil upto depth of one foot and store it separately for reclamation of the land after excavation of brick earth;

(iii) Next permit shall only be issued after verification of reclamation of stored top soil;

(iv) The permit holder shall transport such brick earth to that brick kiln for which permit has been issued;

†[(v) The permits holder shall deposit within sixty days form the date of enhancement of royalty, a further sum as to make the total security deposit as mentioned in clause (ix) in sub-rule (4) of rule (53);]

(vi) The permit shall be valid only for brick kiln as mentioned above;

(vii) Where the quality of brick earth in area granted under permit is not suitable for making bricks or mineral is exhausted, ‡[the permit holder may surrender the brick earth permit by making an application in this regard alongwith a no dues certificate to the Mining Engineer or Assistant Mining Engineer concerned mentioning the indented date of surrender.
Provided that application for surrender of permit shall only be allowed if it is for one or more complete year(s.)]

(viii) The permit holder shall have the liberty at all times during the period of the permit in respect of the plot or land for which permit is sanctioned to enter upon the area and to mine, bore, dig, drill, win work, stock, dress, process, convert, carry away and disposed of the said mineral;

(ix) The permit holder shall confine his working within the limits of the permit area and upto depth of two meters from the surface.

(x) The permit holder shall not obstruct approach to the adjoining leases / licences / permits. In case of any dispute about the approach road, directions of the Mining Engineer / Assistant Mining Engineer shall be final and binding;

(xi) Any breach of terms and conditions of the permit, the permit may be cancelled by the Mining Engineer or Assistant Mining Engineer concerned after giving a fifteen day notice with forfeiture of the security:

Provided that if the permit holder contravenes any term and condition of the permit and after giving a fifteen day notice, permit holder remedy the breaches after notice period but before cancellation of the permit, in such cases, ten percent of security amount for every breach shall be forfeited.

(xii) Transfer of permit shall not be allowed.

Signature of Mining Engineer/

Assistant Mining Engineer

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* substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

† substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

‡ substituted vide notification dated F.14(9)Mines/Gr.II/2015-Pt.II 20-6-2017

FORM –29

FORM OF MEMORANDUM OF APPEAL

(To be submitted in duplicate)

[See rule 63(3)]

1	Name and address of individual/firm or company	:	…….. ……..
2	Profession of individual/firm or company	:	…….. ……..
3	No. and date of order against which appeal is filed (copy attached)	:	…….. ……..
4	Designation of the authority having passed the said order	:	…….. ……..
5	Mineral or minerals for which the appeal is filed	:	…….. ……..
6	Details of the area in respect of which the appeal is filed	:	Name of the office……... ML/PL/QL/RCC/ERCC details Village ……. Tehsil …….. District …….
7	Whether application fee has been deposited through e-payment as per rule 63(3), If so, Name of bank, GRN No. and date	:	No. ……... Date …….
8	Whether the appeal application has been filed within three months of the order passed by the competent authority	:	…….. ……..
9	If not, the reason for not presenting it within the prescribed time limit as provided for in proviso to rule 63(4)	:	…….. ……..
10	Name and complete address of the party/parties impleaded	:	…….. ……..
11	Grounds of appeal	:	…….. ……..

Dated …….

Place …….

Yours faithfully,

Signature of the applicant

FORM -30

FORM OF APPLICATION OF REVISION

(To be submitted in duplicate)

[See rule 64(3)]

1	Name and address of individual/firm or company	:	……...….. …….
2	Profession of individual/firm or company	:	……. …….
3	No. and date of order against which revision is filed (copy attached)	:	……. …….
4	Designation of the authority having passed the said order	:	……. …….
5	Mineral or minerals for which the revision is filed	:	……. …….
6	Details of the area in respect of which the revision is filed	:	Name of the office……... ML/PL/QL/RCC/ERCC details Village ……..…….. Tehsil …….. District ……
7	Whether application fee has been deposited through e-payment as per rule 64(3). If so, Name of Bank, GRN No. and date	:	No. …….. Date ……
8	Whether the revision application has been filed within three months of the order passed by the competent authority	:	……. …….
9	If not, the reason for not presenting it within the prescribed limit as provided for in proviso to rule 64(2)	:	……. …….
10	Name and complete address of the party/parties impleaded	:	……. …….
11	Grounds of revision	:	……. …….

Dated …….

Place …….

Yours faithfully,

Signature of the applican

FORM -31

FORM FOR MUTATION OF *MINERAL CONCESSION/*CONTRACT/*PERMIT

[See rule 76(5)]

This indenture made this ---------- day of 20 ------- between the Governor of the State of Rajasthan (hereinafter referred to as the Government which expression shall, where the context so admits, include his successors of the one part AND ……..…….
……
…… …….. (Name of the person/s with address and occupation) (herein after referred to as the "legal heir/s" which expression shall where the context so admits be deemed to include his/her heirs, executors, administrators, representatives, and permitted assigns) of the second part.

Whereas by virtue of an indenture of *lease/licence/contract/permit No. …..…….effective from…..……. (date) in respect of …….....(name of minerals) and the area under *lease/licence/contract/permit……..……(detail of area) granted/transferred to the ……(name of deceased) for the terms and conditions subject to the payment of the rent, royalty and/or other charges and observance and performance of the *lessee's/licencee's/contractor's or permit holder covenant and conditions in the said agreement/deed/licence or permit reserved and contained including covenant not to assign or any interest thereunder without the previous sanction of the State Government.

And whereas the legal heir/s are now desire the mutation of *lease/licence/contract/permit to him and the Government has at the request of legal heir/s, granted the permission of mutation vide order No……dated..…… such mutation and assignment of the * lease/licence/contract/permit upon the condition of the transferee into an agreement in and containing the terms and conditions hereinafter set-forth.

Now this Deed witness as follows:-

1. The legal heir/s hereby covenants with the Government that from and after the mutation and assignment of the *lease/licence/contract/permit the legal heir/s shall be bound, by and be liable to perform, observe and confirm and be subject to all provisions of the covenants, stipulations and conditions contained in said herein before recited *lease/licence/contract/permit together with all interests , losses, damages, penalty, action, demand and cost of all kind whatsoever arising out of this in the same manner in all respects as if the *lease/licence/contract/permit has been granted to the legal heir/s and he has originally executed it as such.
2. The consents taken by the deceased for *mining/prospecting operations from any khatedar/Gram Panchayat/autonomous body/Government undertakings or from any Department of the Central or State Government will be deemed to be taken by the legal heir/s of the deceased after mutation of *lease/licence/contract/permit.

In witness where of the parties hereto have signed on the date and year first above written.

……	…….……
Signature of the legal heir/s	Signed on behalf of the
(legal representative/s)	Governor of the State of Rajasthan

Date ……..

Witness I ……..

Witness II ……..……

Note:- *Strike out whichever is not applicable

FORM -32

REGISTER FOR RESERVATION/DERESERVATION OF AREA

[See rule 84(2)]

S. No	Name of the area	Toposheet No.	Mineral	Area (sq. Km.)	Reservation		De-reservation		Name of prospecting Agency	Present status/ balance area	Reserved areas which have been granted to Central/ State Govt. PSU's	Remarks
					Gazztte No.	Notification No.	Gazztte No.	Notification No.				

FORM -33

APPLICATION FOR ISSUE OF TRANSIT PASS [See rule 92(1)]

1 Name of the dealer ……

2 Registration number ……

3 Name of mineral ……

4 Location of stock ……

5 Present stock and yearly turnover (enclose copy of upto date stock register) ……

6 Details of transit passes issued earlier. (enclose details) ……

7 Source of mineral and rawanna/royalty receipt/transit passes by which material procured in following table:-

S. No.	Name of lessee/ licencee/stockiest	Place of mine/stock	Rawanna/ royalty receipt/transit pass no.	Date	Vehicle no.	Weight of mineral(tonnes)

Declaration

I/We hereby declare that above information furnished by me/us are true. I/We have read and understood all the provisions of the Rajasthan Minor Mineral Concession Rules, 2017 and agree to abide by the same.

Date of application

Signature of Applicant

Place:

FORM -34

TRANSIT PASS [See rule 92(3)]

Dealer's registration no. …….

Transit pass book no. ……. Transit pass no……..…….

(1) Name and address of consigner
(2) Location of stock/trading
(3) Name of mineral
(4) Name and address of consignee
(5) Quantity (weight / volume)

(6) (a) Date of dispatch ……

(b) Time of dispatch

(c) Place where mineral is being sent

(7) (i) Mode of transport ……

(ii) Vehicle no. ……

(8) Name and address of vehicle

……

… Driver

Signature with date Driver Signature with date Consigner

Signature and round seal of issuing Authority Signature and designation of checking Authority with Seal

FORM -35

REGISTER OF ISSUE OF TRANSIT PASS
[See rule 92(4)]

S. No.	Name of Dealer	Registration Number	Date of Application of Transit Pass	Number of Transit Passes issued	Sr. No. of transit pass issued	Sign of dealer with date	Sign of issuing authority with date	Used of transit passes returned to the department, date
1	2	3	4	5	6	7	8	9