

AUTHORITATIVE ENGLISH TEXT
THE HIMACHAL PRADESH MINOR MINERALS (CONCESSION) AND MINERALS
(PREVENTION OF ILLEGAL MINING, TRANSPORTATION AND STORAGE)
RULES, 2015

ARRANGEMENT OF RULES

Rules:

CHAPTER-1

PRELIMINARY

1. Short title and commencement.
2. Definitions.
3. Exemption in certain cases.
4. Supply of minerals for bonafide use.
5. Eligibility for Mineral Concession.

CHAPTER-II

GRANT OF MINERAL CONCESSIONS AND CONDITIONS

GRANT OF MINING LEASE

6. Restriction on grant of mining lease.
7. Application for grant or renewal of mining lease.
8. Acknowledgement of Application
9. Priority for grant of mining lease.
10. Joint Inspection Committee.
11. Register of mining lease.
12. Area of mining lease.
13. Length and breadth of the lease area.
14. Boundaries below the surface.
15. Security deposit and refund of security.
16. Period of mining lease.
17. Grant of mining lease and execution of mining lease deed.

18. Royalties and interests, if any in respect of mining leases.
19. Conditions of mining lease.
20. Rights of lessee.
21. Transfer of mining lease.
22. Right to surrender lease.

GRANT OF CONTRACTS

23. Grant of Contracts by Auction or Tender.
24. Auction/Tender Committee.
25. Notice of Auction or Tender.
26. Procedure for grant of contract by auction.
27. Procedure for calling tender.
28. Procedure for calling short term auction.

GRANT OF PERMITS

29. Application for extraction of minor minerals.
30. Grant of permits for extraction of minor minerals.
31. Conditions on which the extraction of minor mineral permit shall be granted.
32. Forfeiture of minor mineral left after cancellation of the permit.
33. Permission for disposal of minor mineral generated due to non-mining activities.
34. General conditions for grant of mineral concession.

CHAPTER-III

DEVELOPMENT AND CONSERVATION OF MINERAL

35. Mining Plan
36. Officers authorised for approval of Mining Plan
37. Mining Plan to be prepared by Recognised Qualified Person
38. Grant of recognition for preparation of Mining Plan

39. Submission and approval of Mining Plan
40. Modification of approved Mining Plan
41. System of working
42. Separate stacking of non-saleable or low grade minor minerals
43. Protection of environment
44. Removal and utilisation of top soil
45. Storage of overburden, waste rock etc.
46. Reclamation and rehabilitation of lands.
47. Restoration, reclamation and rehabilitation in a cluster.
48. Precaution against air pollution.
49. Discharge of effluents.
50. Precaution against noise.
51. Permissible limits and standards.
52. Restoration of flora.
53. Mine Closure Plan.
54. Financial assurance.
55. Employment of technical persons.
56. Duties of technical person.
57. Mining operations to be in a scientific and systematic manner and penalty thereof.

CHAPTER-IV

REVIEW AND DELEGATION OF POWERS

58. Delegation.
59. Appeal.
60. Fees for appeal and review.
61. Review.

CHAPTER-V

MISCELLANEOUS

- 62. Power to rectify apparent mistakes.
- 63. Recovery of Government dues as arrears of land revenue.
- 64. No restriction etc. to be imposed by owner or land on mining operation.
- 65. Acquisition of land of third parties and compensation thereof.
- 66. Status of the grant on death of applicant for mineral concession.

CHAPTER-VI

REGISTRATION, LOCATION, INSTALLATION AND WORKING OF STONE CRUSHERS

- 67. Mining lease mandatory for running a stone crusher.
- 68. Requirement of Provisional Registration of stone crusher.
- 69. Permanent Registration of stone crusher.
- 70. Conditions for running stone crusher.
- 71. Penalty.
- 71-A. Notice for violation of any condition of registration or lease deed.

CHAPTER-VII

PREVENTION OF ILLEGAL MINING, STORAGE AND TRANSPORTATION OF MINERALS

- 72. Prevention of illegal mining.
- 73. Penalty provision for illegal mining.
- 74. Grant of registration for storage of mineral.
- 75. Prevention of illegal storage.
- 76. Processing of the application by the Mining Officer.
- 77. Conditions for the issue of registration.
- 78. Penalty provision for illegal storage.

79. Transportation of minerals.
80. Establishment of check posts and barriers for weighment and inspection of mineral in transits.
81. Penalty provision for illegal transportation.
82. Seizure and confiscation.
83. Offences cognizable only on written complaint.
84. Relaxation in special cases.
85. Repeal and Saving.

**[THE HIMACHAL PRADESH MINOR MINERALS (CONCESSION) AND MINERALS
(PREVENTION OF ILLEGAL MINING, TRANSPORTATION AND STORAGE)
RULES, 2015]¹**

Amended, repealed or otherwise affect by,-

- (i) [The Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Amendments Rules, 2017].²
- (ii) [The Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Amendments Rules, 2018].³

In exercise of powers conferred by section 15 read with section 23 C of the Mines and Minerals (Development and Regulation) Act, 1957, the Governor, Himachal Pradesh is pleased to make the following rules, namely:-

CHAPTER-1

PRELIMINARY

1. **Short title and commencement.**- (1) These rules may be called the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015.
 (2) They shall come into force from the date of their publication in the Official Gazette.
2. **Definitions.**- (1) In these rules, unless the context otherwise requires,-
 - (a) 'Act' means the Mines and Minerals (Development and Regulation) Act, 1957;
 - (b) 'assessee' means a Mineral Concession Holder and includes a person who raises any minor mineral from any land without permission from the Department;
 - (c) 'Assessing Authority' means a Mining Officer and includes any other authorized officer to make assessment under these rules;
 - (d) 'assessment year' means a period of twelve months commencing on the first day of April, every year;

1. Notified by the Department of Industries, H.P. vide Notification No. Ind-II(F)6-14/2014 dated 13.03.2015 and published in Rajpatra, Himachal Pradesh, dated 21.03.2015 in both languages i.e. Hindi & English, pp 7116-7293.
2. Notified by the Department of Industries, H.P. vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 04.05.2017 and published in Rajpatra, Himachal Pradesh, dated 08.05.2017 in both languages i.e. Hindi & English, pp 1005-1012.
3. Notified by the Department of Industries, H.P. vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06-04-2018 and published in Rajpatra, Himachal Pradesh, dated 13.04.2018 in both languages i.e. Hindi & English, pp 550-561.

- (e) '**auction**' means a system of competitive bidding by way of open auction, electronic auction (e-auction) including e-tenders.
- (f) '**Authorised Officer**' means any person authorized to perform such functions under these rules and for such area as specified in the Fourth Schedule; and includes any other official to carry out such functions as may be specified by the Competent Authority;
- (g) '**Competitive bids**' means an amount offered in an open auction or in tender process by the participants;
- (h) '**Competent Authority**' means such authority as the Government may declare to be the Competent Authority for the purpose of these rules;
- (i) '**contract**' means a contract given on behalf of the Government to quarry, win, work and carry away any mineral specified therein through auction or tender for certain specified areas, notified by the Director;
- (j) '**contractor**' means a person holding a mining contract under these rules;
- (k) '**contract money**' means amount to be paid by the contractor to the Department for raising/ winning the mineral from the area allotted on contract;
- (l) '**dead rent**' means the minimum amount payable in a year by a person to whom a mining lease is granted under these rules irrespective of the fact whether such mining lease is operated or not.
- (m) '**dealer**' means any person who carries on business of buying, selling, supplying, distributing or delivering for sale of minerals and mineral products and includes any person,-
 - (i) who buys and processes mineral or minerals products for sale;
 - (ii) involved in excavation business, buying and storing the mineral more than 50 metric tonnes; and
 - (iii) who holds a mining lease, contract or permit granted under the Mineral Concession Rule, 1960 or under these rules.
- (n) '**Department**' means Department of Industries, Himachal Pradesh;
- (o) '**Director**' means Director of Industries, Himachal Pradesh;
- (p) '**excavation**' means digging/collection of minerals on surface/sub-surface for the purpose of winning of minerals from any land;
- (q) '**financial assurance**' means the security furnished by the holder of mining lease/contract/permit/permission to the Director so as to indemnify the authorities against the reclamation and rehabilitation cost;
- (r) '**form**' means form appended to these rules;
- (s) '**Government**' means the Government of Himachal Pradesh;

- (t) '**Gram Sabha**' or '**Sabha**' shall have the meaning assigned to it under clause (16) of section 2 of Himachal Pradesh Panchayati Raj Act, 1994;
- (u) '**Gram Panchayat**' shall have the meaning assigned to it under clause (15) of section 2 of Himachal Pradesh Panchayati Raj Act, 1994;
- (v) '**sanction order**' means order for grant of mining lease after fulfillment of conditions/stipulated in the Letter of Intent;
- (w) '**lessee**' when used in relation to a mine means a person to whom the lease has been granted by the Government, his transferee or assignee and in case of a mine the business whereof is being carried on by a liquidator or receiver, such liquidator or receiver and in case of a mine owned by a Company, the business whereof is being carried on by a managing agent, such "Managing Agent".
- (x) '**local authority**' means the Deputy Commissioner of the District or any other officer authorized by the State Government to exercise the powers of local authority for the purpose of these rules;
- (y) '**Letter of Intent (LOI)**' means approval of Competent Authority in principle for grant of mineral concession in a precise area containing conditions for submission of requisite documents/clearances such as approved mining plan, environmental and forest clearances etc. required for grant of mineral concession;
- (z) '**mineral concession**' means mining lease or mining contract or permit or any other permission in respect of minor mineral;
- (za) '**mining dues**' means any of the dues on account of royalty, dead rent, contract money, amount payable towards the Mines and Minerals Development, Restoration and Rehabilitation fund, interest on delayed payments of any fees or any other sum due to the Government in respect of mineral concession granted under these rules;
- (zb) '**mineral products**' means minerals in any raw or processed form, bricks, dressed stone, rock aggregates grit, chips, ballast, stone dust, sand, and/or any product to be prepared from minerals without involving any chemical changes;
- (zc) '**minor mineral**' means building stones, gravel, ordinary clay, ordinary sand other than sand used for prescribed purposes, boulder, shingle, chalcedony pebbles used for ball mill purposes only, limeshell, kankar and limestone used in kilns for manufacture of lime used as building material, murram, brick-earth, ordinary earth, fuller's earth bentonite, road metal, rehmatti, slate and shale when used for building material, granite, quartzite and sand stone when used for purposes of construction/building or for making road metal and household utensils, quartzite pebbles used for ball mill purposes or filling for bore wells or for decoration purposes in buildings and any other mineral which the Central Government may, by notification in official Gazette, declare to be a minor mineral under clause (e) of section 3 of the Act;
- (zd) '**mining approach road/haulage road**' means a stretch of road existing in the mining area constructed mainly for mine development and transportation of mineral;
- (ze) '**mining plan**' means a mining plan prepared under these rules and duly approved by the Competent Authority for the scientific development of mine;

- (zf) '**Mining Officer**' means an Officer appointed by the Government to ensure enforcement of minerals rules and regulations at district level, holding charge of one or more districts;
- (zg) '**Presiding Officer**' means the Director or any other officer authorised by him for holding auction/calling tenders for contracts;
- (zh) '**royalty**' means amount payable to Government in respect of ore/mineral excavated from any land prescribed in the Second Schedule;
- (zi) '**Schedule**' means a Schedule appended to these rules;
- (zj) '**Scheduled areas**' means the Scheduled areas as referred to in clause (1) of article 244 of the Constitution of India;
- (zk) '**State Geologist**' means State Geologist for the State of Himachal Pradesh;
- (zl) '**stack-yard or sale depot**' means any place where a mineral or its products are stored and staked in any raw or processed form for commercial purposes;
- (zm) '**Stone Crusher**' means Stone Crusher to be registered under these rules and shall include a machine which use metal surface to break rock/ mineral or compress material to reduce particle size for the manufacturing of grit/bajri or further reducing to the finer size to be used as a raw material for manufacturing reinforced or pre-stressed cement concrete products or building material or for construction purpose, except pulverizing or grinding and crushing of rock for reducing size in a Cement Plant for the production of clinker/cement; and converting rock fragments into sand without using conveyor belts.
- (zn) '**transit pass**' means a document issued by the Mining Officer or any other authorized officer to the mineral concession holder or dealer for lawful dispatch and transportation of any mineral(s) raised; and
- (zo) '**un-authorised mining**' means any mining operation undertaken without having valid mineral concession or permission granted by the Government or person authorized in this behalf.

(2) Words and expressions used but not defined in these rules shall have the meanings respectively as assigned to them in the Act and rules made by the Central Government.

3. **Exemption in certain cases.**- Notwithstanding anything contained in these rules, the following activities shall not be treated as mining activities and no rent, royalty or permit fee shall be charged for,

- (i) extraction of ordinary clay or ordinary sand by hereditary kumhars who prepare earthen pots on a cottage industry basis, whose turnover during a year does not exceed one lac rupees;
- (ii) extraction of masonry stones, ordinary clay and any other minor mineral by the right holders, in accordance with their rights recorded in the Wajib-ul-arz from the areas which are not occupied by any lessee or contractor, for their bona fide personal requirements, when such extraction is made under a permit, valid for two months issued by the Mining Officer or Mining Inspector or Assistant Mining Inspector;

Provided that the exemption under this rule shall not apply to excavation of minor mineral in any area where use of explosive is inevitable:

Provided further that excavation of building stones and sand from the area which is not occupied by a contractor or lessee, may be made by the members of Scheduled Castes, Scheduled Tribes and Backward Classes whose monthly income does not exceed five thousand rupees per month and the persons who want to construct Dharamshala, Piao or other such construction for charitable or philanthropic purposes, under a permit, valid for two months, issued by Mining Officer or Mining Inspector or Assistant Mining Inspector.

4. **Supply of minerals for bonafide use.-** (1) The Contractors/lease holders shall supply or allow to extract building stone, limestone, kankar, sand and bajri to those persons whose rights as such are recorded in Wajib-Ul-Arz by charging royalty rates as specified in the Second Schedule for their bonafide personal use or for the construction of other buildings meant for charitable or philanthropic purposes.
 - (2) For the purpose of sub-rule (1), the Mining Officer concerned shall be the authority to decide whether a person is extracting the minor minerals for his personal bonafide use or not.
5. **¹[Eligibility for Mineral Concession.-** (1) Any person who is an Indian citizen shall, on payment of an application fee as specified in First Schedule and after completion of required codal formalities as prescribed in these rules may obtain mineral concession like mining lease or contract or tender etc., as the case may be, from the Competent Authority.
 - (2) The Competent Authority may, with the previous approval of the Government, grant a mineral concession to any person who is not an Indian National after completion of codal formalities as prescribed in these rules.

Explanation: - For purpose of sub-rule (1), a lessee shall be deemed to be an Indian National,

 - (a) in the case of a public company as defined in the Companies Act, 2013 (Act No. 18 of 2013), only if a majority of the Directors of the Company are citizens of India and not less than fifty-one percent of the share capital thereof is held by persons who are either citizens of India or companies as defined in the said Act;
 - (b) in the case of a private company as defined in the said Act, only if all the members of the company are citizens of India;
 - (c) in the case of a firm or other association of individuals, only if all the partners of the firm or members of the association are citizens of India; and
 - (d) in the case of an individual, only if he is a citizen of India; and if any question arises as to whether a person is an Indian national or not, it shall be referred to the Central Government whose decision thereon shall be final.]

1. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

CHAPTER-II

GRANT OF MINERAL CONCESSIONS AND CONDITIONS

GRANT OF MINING LEASE

6. **Restriction on grant of mining lease.-** ¹[(1) No mining lease shall be granted in respect of land within a distance of two kilometres from the immediate outer limits of the Municipal Corporation/Municipal Committee, one kilometre from the immediate outer limits of Nagar Panchayat, without prior "No Objection Certificate" from the concerned Municipal Corporation/Municipal Committee or Nagar Panchayat, as the case may be.]

(2) No mining lease shall be granted upto 100 metres from the edge of National Highway/Express way, 25 metres from the edge of State Highway and 10 metres from the edge of other roads except on special exemption by the Joint Inspection Committee.

(3) No mining operation shall be permitted within a distance stipulated by the Joint Inspection Committee from public utilities.

(4) ⁴[***].

(5) No mining lease shall be granted to a person who is not a citizen of India.

(6) ²[No mining lease and permission for installation of stone crusher shall be granted to a person in a Scheduled area without the prior consultation and recommendations of the concerned Gram Sabha:
Provided that, in case of installation of stone crusher unit for the purpose of projects of National or public importance such as Hydel Projects, road(s) and tunnel(s), no consultation and recommendations of the Gram Sabha concerned shall be required.]

(7) ³[In areas other than Scheduled area for granting mining lease and permission for installation of stone crusher, the concerned Gram Panchayat shall be consulted and it shall be incumbent upon the Gram Panchayat to convey its approval or refusal within a period of three months failing which it shall be deemed that the Gram Panchayat has no objection. In case of refusal or any objection(s) raised by the concerned Gram Panchayat, sufficient reasons for such refusal/objection shall be recorded in writing. Such, objection(s) shall be reviewed/decided by the granting authority after taking input/opinion from the Joint Inspection Committee:
Provided that for grant of mining lease of brick earth and ordinary earth clay in private lands having an area less than 5-00 Hectares, no consultation and approval of the Gram Panchayat concerned shall be required:
Provided further that for the grant of mining lease and installation of stone crusher unit for the construction of projects of National or public importance such as Hydel Projects, road(s) and tunnel(s), no consultation and approval of the Gram Panchayat concerned shall be required.]

1. Substituted by Amendment Rules, 2017 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 04.05.2017.

2. Substituted by Amendment Rules, 2017 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 04.05.2017.

3. Substituted by Amendment Rules, 2017 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 04.05.2017.

4. Sub-rule (4) omitted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

- (8) No mining lease shall be granted in the forest area without forest clearance from the Central Government in accordance with the provisions of the Forest Conservation Act, 1980 and the rules made thereunder.
- (9) No mining lease shall be granted in respect of any such minor mineral as the Government may notify in this behalf from time to time.

7. Application for grant or renewal of mining lease.- An application for grant or renewal of mining lease shall be made to the State Geologist in **Form-'C'** in triplicate and shall contain the following particulars:-

- (a) (i) if the applicant is an individual, his name, nationality, profession and residence; and
(ii) if the applicant is a partnership firm, a company or an association or body of individuals, whether incorporated or not, its name, nature and place of business and place of registration or incorporation;
- (b) name of the minor mineral(s) for which the applicant intends to obtain the lease;
- (c) revenue record with Map (Tatima) of the area applied for mining lease, the period for which the lease is required and the purpose for which the extracted minor minerals are to be used; correct description, illustrated by a revenue map or plan showing the situation, boundaries and area of the land in respect of which the lease is required;
- (d) certified copy of statement from the department showing dues outstanding, if any, against the applicant;
- 2. in the case of private land not occupied by the applicant an affidavit to the effect that applicant has obtained surface rights or consent of the concerned land owner(s) for carrying out the mining operation;
- 3. an undertaking in respect of Income Tax Clearance;
- 4. in case of proposal for setting up of mineral based Industry, a Technical report indicating the feasibility of proposal;
- 5. ¹[Non-refundable fee as specified in the First Schedule.]

Note:- The application for mining lease shall be valid for a period of three years from the date of its receipt, which however may be extended further by the Director or any officer authorized in this behalf, where he is satisfied that the applicant is not responsible for the delay in completion of the requisite formalities.

8. Acknowledgement of Application.- (1) Where an application for grant or renewal of a mining lease is delivered personally, its receipt shall be acknowledged forthwith.

(2) When such application is received by registered post, its receipt shall be acknowledged within three days of the receipt.

(3) The receipt of every such application shall be acknowledged in **Form-'D'**.

1. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

9. Priority for grant of mining lease.- (1) Priority in granting mining lease shall be given to the following:-

- (a) first priority shall be given to all agencies concerned with the implementation of infrastructure projects in the department of Multi-Purpose Projects and Power and National Highway Authority of India and other departments like Himachal Pradesh Public Works Department, Irrigation and Public Health Department etc. and projects of State importance and their authorised agents or contractors to whom works have been awarded on the recommendation of concerned Department;
- (b) second priority shall be given to discoverer of new mineral; and
- (c) third priority shall be given to a person who intends to set up a mineral based industry in the State:

Provided that where two or more persons of the same category have applied for a mining lease in respect of the same land, the applicant whose application is received earlier shall have a preferential right for the grant of the lease over an applicant whose application is received later:

Provided further that where such applications are received on the same day, the Government after taking into consideration the following factors, may grant mining lease to such one of the applicants as it may deem fit:-

- (a) experience of the applicant in mining;
- (b) financial soundness, stability and special knowledge in the field of geology and mining of the applicant;
- (c) special knowledge of geology and mining of the technical staff already employed or to be employed for the work;
- (d) clearance of Government dues and royalties where the applicant or his/her family member has been engaged in the mining business previously; and
- (e) satisfactory performance of the applicant where he has been engaged in the mining industry previously.

- (2) The Government may for special reasons to be recorded in writing, grant a mining lease to an applicant whose application is received later in preference to an applicant whose application is received earlier.
- (3) The State Government may, for reasons to be recorded in writing and communicated to the applicant, refuse to grant or renew a mining lease over the whole or over a part of the area applied for.
- (4) A priority register of mining lease application(s) shall be maintained.
- (5) The Applicant, for reasons to be recorded in writing can withdraw the priority at any stage.

10. Joint Inspection Committee.- (1) There shall be a Joint Inspection Committee in every Sub-Division which shall consist of the following:-

- (i) concerned Sub-Divisional Officer (Civil) - Chairman;
- (ii) concerned Assistant Conservator of Forest/ Range Forest Officer - Member;

- (iii) representative of Himachal Pradesh State Pollution Control Board - Member;
- (iv) concerned Executive Engineer, or Assistant Engineer, PWD - Member;
- (v) concerned Executive Engineer, or Assistant Engineer, I & PH - Member;
- (vi) Geologist or Assistant Geologist or concerned Mining Officer - Member Secretary:

(2) The Joint Inspection Committee shall conduct inspection of mining/quarry site. However, for the purpose of inspection, presence of atleast four members viz. Chairman, Assistant Conservator of Forest/Range Forest Officer of Forest Department, Executive Engineer/Assistant Engineer of Irrigation & Public Health Department and Geologist/Assistant Geologist/ Mining Officer is necessary and other members may issue separate No Objection Certificate (NOC). The Chairman may co-opt any other additional members in the said Committee as per the site requirement.

¹[Provided that in case of excavation of brick earth and ordinary earth/clay in private lands having an area less than 5-00 Hectares, the Mining Officer concerned shall inspect the area/site and send its observation and recommendations to the State Geologist.]

(3) The Joint Inspection Committee shall appraise the mine/quarry site and send its observation and recommendation to the State Geologist. In case the area applied for mining lease falls in Government land or attracts the provisions of the Forest Conservation Act, 1980, the report shall be countersigned by the Divisional Forest Officer concerned.

11. Register of mining lease.- A register of mining leases shall be maintained in the office of the Mining Officer concerned in **Form-'E'**.

12. Area of mining lease.- (1) The minimum area granted for mining lease in river bed shall not be less than two hectares and not more than one hundred hectares for mineral based industry.

1. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

(2) ¹[The minimum area required for grant of mining lease for stone crusher in hill slope shall not be less than 0.5 hectare:

Provided that in case of mining leases granted prior to the publication of these rules, the restriction of mining lease area at the time of their renewal shall not apply:

Provided further that the Government, if satisfied on the basis of proposed production level, geological or topographical conditions, may, for the reasons to be recorded in writing, relax the condition of area.]

(3) No lease holder individually or with any person joint in interest shall ordinarily hold in aggregate more than ²[one hundred Hectares] of area under mining lease in respect of one minor mineral within Himachal Pradesh:

Provided that at the time of the renewal of the mining lease, the lease holder shall be entitled to surrender any part of the area.

13. Length and breadth of the lease area.- (1) The area proposed for mining lease, shall be such that it enables scientific mining as per the Metalliferous Mines Regulation, 1961.

(2) An application for a mining lease except brick earth and ordinary earth/ clay shall relate to one compact area only.
 (3) If the State Government is of the opinion that in the interest of the development of any mineral, it is necessary to do so, it may for reasons to be recorded in writing allow the grant of mining lease in relation to any area which is not compact or contiguous.

14. Boundaries below the surface.- Boundaries of the area covered by a mining lease shall run vertically downwards below the surface towards the centre of the earth.

15. Security deposit and refund of security.- (1) The applicant shall deposit as security a sum as specified in the First Schedule in the shape of fixed deposit receipt (FDR) duly pledged in favour of the Director for due observance of terms and conditions of Lease deed.

(2) On such date as the Government may fix within twelve calendar months after the expiry of mining lease, the amount of the security deposit paid in respect of mining lease shall be refunded to the lessee(s), if there is no violation of terms and conditions of lease deed.

1. Substituted by Amendment Rules, 2017 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 04.05.2017.
 2. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

16. Period of mining lease.- (1) The period of mining lease shall be,-

- (a) five years for open sale of minor minerals, which can be extracted without major equipments or investments like sand, stone and bajri available in river/stream;
- (b) ten years for minor minerals, which require investment and equipments to develop quarries of minerals such as limestone, slates and building stones available in hill slopes; and
- (c) fifteen years for minor minerals serving as captive source for a stone crushing unit, available either in river/stream beds or in hill slopes:

Provided that the mining lease period may depend upon the mineral reserves calculated in the Mining Plan:

¹[Provided further that the working in the leased area after the expiry of every five years after the grant of mining lease may further be allowed by the State Geologist on the basis of review and recommendations made by Geologist/Assistant Geologist after inspection of the area by him for the purpose and after being satisfied that the leased area has been developed by the lessee in a scientific manner and is paying all Government dues on regular basis. The lease holder shall submit an application for review of working in the lease area before six months of expiry of every five years. On review, if it is found that lessee has not developed the leased area in a systematic and scientific manner as per the provisions of Mining Plan and he is in arrears of Government dues, the lease shall be liable to be terminated prematurely after affording an opportunity of being heard.]

- (2) ²[The renewal of mining lease shall be granted at Directorate level by the Competent Authority. The procedure to be followed for renewal of mining lease shall be similar to the procedure as laid down for fresh grant of mining lease, except consultation with concerned Gram Panchayat and approval from the Government. However, the application for renewal of mining lease shall be made in **Form-'C'** containing requisite documents before one year of the expiry of the lease and upon payment of a non refundable fee as specified in the First Schedule. This renewal shall be subject to the condition that the mine has been developed by the lessee in accordance to the terms and conditions of the lease deed and that the substantial investments in machinery, equipments have been made by him and that the mine has been worked and developed in a scientific manner and that the lessee has been paying the Government dues regularly under the Rules.]

1. If an application for the renewal of the mining lease is made within the time specified in sub-rule (2) alongwith all requisite documents after completion of codal formalities and not disposed of by the Authority before the expiry of lease period, the Director by recording the reasons in writing may allow the working in the mine by an order till the renewal of such mining lease.

1. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

2. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

2. When a renewal is granted, dead rent or royalty shall be charged at the rates in force at the time of renewal but the surface rent (if applicable) shall be charged separately.
3. ¹[The mining leases granted under these rules may be renewed for one or more years but not exceeding the original period of lease, subject to maximum period of ten years:
Provided that the mining leases granted to mineral bases Industries prior to the commencement of these Rules, shall also be renewed for maximum period of ten years.]

17. Grant of mining lease and execution of mining lease deed.- (1) On the basis of observations and recommendations made by the Joint Inspection Committee, Letter of Intent shall be issued by the Competent Authority in favour of Applicant for obtaining requisite environmental and other clearances from concerned Departments and completion of other required formalities for the grant of mining lease.

- (2) After fulfillment of conditions as stipulated in the Letter of Intent by the applicant, order for grant of mining lease shall be issued.
- (3) When order for grant of mining lease is issued, the lease deed in **Form-'F'** shall be executed within three months from the date of issue of sanction order by the authority competent to sanction the lease under these rule and if the lease is not executed with in the aforesaid period the order sanctioning the lease shall be deemed to have been revoked and the application fee shall be forfeited by the government.

Provided that where the Government is satisfied that the lessee is not responsible for the delay in execution of the lease, the Government may permit the execution of the lease after the expiry of the said period and currency period of lease shall be effective from the date of its execution.

- (4) In case of renewal, the renewal period of lease shall be on the next day of expiry of the original period unless otherwise stated.

18. Royalties and interests, if any in respect of mining leases.- (1) The holder of a mining lease shall pay royalty in advance in respect of any mineral to be removed by him from the leased area at the rates specified in the Second Schedule in respect of that minor mineral.

- (2) The Government may, by notification in the Official Gazette, amend the First, Second and Third Schedule so as to enhance or reduce the rate at which the royalty shall be payable in respect of any minor mineral with effect from such date as may be specified in the notification, either in respect of the whole State or any specified area.

1. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

(3) The Government may, without prejudice to the provisions contained in the Act or any other rules, charge simple interest at the rate of twenty four percent per annum on any rent, royalty or fee (other than any application fee payable under these rules) or other sum due to the Government under these rules or under the terms and conditions of any mineral concession.

19. Conditions of mining lease.- (1) Every mining lease shall be subject to the following conditions,-

(a) The lessee shall pay royalty in advance on the minor minerals to be removed from the leased area at the rate specified in the Second Schedule. However, as and when the limestone is supplied by the lessee to the Industries other than lime-kiln, royalty shall be paid by the lessee for the lime as major mineral, whichever is more. The lessee shall also pay for every year, such yearly dead rent within the limits specified in Third Schedule as may be fixed from time to time by the Government and if the lease permits the working of more than one mineral in the same area, the Government may charge separate dead rent in respect of each minor minerals:
Provided that the lessee shall be liable to pay either dead rent or royalty in respect of each mineral whichever is higher but not both, however, he shall not be liable to pay dead rent or royalty, if mining operation has been suspended by the Government at its own.

(b) for calculating the royalty the lessee shall submit by the 10th of every month to the Mining office, a return in **Form-'G'** giving the total quantity of minor mineral(s) raised and despatched from the leased area in the preceding calendar month and its value and in case of mineral based industry the monthly electricity consumption bill and other requisite details also. If the lessee does not deposit royalty due for the preceding month by 10th of month, 24% per annum simple interest shall be charged for the default period after 10th of month;

(c) the lessee shall also furnish by the 15th April, every year to the Director and also to the concerned Mining Officer, a statement giving information in **Form-'H'** regarding quantity and value of minor mineral(s) obtained during the last financial year, average number of regular labourers employed (men and women separately) and number of days worked and wages paid to them separately; and

(d) the lessee shall have to pay in addition to the royalty/dead rent, the surface rent at the rate as specified in the Third Schedule if the land of mining lease belongs to the Government.

(2) The lessee shall report to the Government the discovery in the leased area of any mineral not specified in the lease within thirty days of such discovery:
Provided that if any mineral not specified in the lease is discovered in the leased area, the lessee shall not win and dispose of such mineral unless the permission is obtained from the Competent Authority thereof.

(3) Except with the prior approval of the Government, the lessee shall not employ in connection with the mining operations any person who is not Citizen of India.

(4) Except where the Government, for sufficient reasons, permits otherwise, the lessee shall commence mining operations within one year from the date of execution of the lease deed and shall, thereafter, conduct such operations without deliberate intermission in a proper, skilful and workman like manner.

Explanation:- For the purposes of this rule, 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.

(5) The lessee shall at his own expense erect and at all times maintain and keep in good repair boundary marks and pillars necessary to indicate the demarcation shown in the plan annexed to the lease.

(6) The lessee shall keep correct accounts showing the quantity and other particulars of all minerals obtained and dispatched from the mine, giving mode of transport, registration number of vehicle, person in-charge of vehicle or animal and nature and quantity of minerals carried, the sale price, the number and nationality of persons employed therein, and complete plans of the mine, and shall allow any officer authorised by the Central Government or the Government in this behalf to examine at any time any accounts, plans and records maintained by him and shall furnish to the Central Government or the Government or any officer authorised by in this behalf, such information as may be required.

(7) The lessee shall keep accurate records of all trenches, pits and drillings made by him in the course of mining operations carried on by him under the lease and shall allow any officer authorised by the Central Government or the Government to inspect the same. Such records shall contain the following particulars, namely:-
 a) the sub-soil and strata through which such trenches, pits or drillings pass;
 b) any mineral encountered; and
 c) such other particulars as the Central Government or the Government may, from time to time, require.

(8) The lessee shall not carry on or allowed to be carried on any mining operation at any point within a distance of 100 metres from any railway line, except under and in accordance with the previous written permission of the Railway Administration or 100 metres from edge of National Highway or 25 metres from edge of State Highway or 10 metres from edge of other roads or 50 metres from edge of any reservoir, canal or buildings or inhabited sites except under and in accordance with the previous permission of the Competent Authority. The Railway Administration or the Joint Inspection Committee may in granting such permissions, impose such conditions as may deem fit.

(9) The lessee shall allow existing and future lease holders or contractors of any land which is comprised in or adjoins or is reached by the land, held by the lessee, reasonable facilities for access thereto. The lessee shall allow any officer authorised by the Government or the Central Government to enter upon any building or land comprised in the lease for the purpose of inspecting the mines and to abide by such instructions which may be issued by the Inspecting Officers from time to time for scientific working and conservation of minerals:
 Provided that if the lessee does not allow entry or inspection under sub-rule (9), the Government may cancel the lease and forfeit in whole or in part the security deposit, paid by the lessee under rule 15.

- (10) The lessee shall strengthen and support to the satisfaction of the Railway Administration or the Government, as the case may be, any part of the mine which in its opinion requires such strengthening or support for the safety of any railway, bridge, national highway, reservoir, tank, canal, road or any other public works or buildings.
- (11) The Government shall from time to time and at all times during the term of the lease have the right (to be exercised by notice in writing to the lessee) of pre-emption of the said minor minerals and all products thereof lying in or upon the said lands hereby demised or elsewhere under the control of the lessee and the lessee shall deliver all minor minerals or products thereof to the Government at current market rates in such quantities and in such manner and at such places, specified in the notice exercising the said right;
- (12) The lessee shall immediately give an information in **Form-'I'** for use of explosive as soon as-
 - (a) the workings in the mine extends below superjacent ground;
 - (b) the depth of any open cast excavation measured from its highest to the lowest point reaches six metres;
 - (c) the number of persons employed on any day is more than 50(fifty); and
 - (d) the explosives are used.
- (13) When mining lease is granted by the Government, arrangements shall be made, if necessary, at the expense of the lessee, for the survey and demarcation of the area granted under the lease. The lessee shall have to bear actual expenses of the staff deputed for the work. Actual expenses shall include travelling allowance, daily allowance and salary of the staff plus ten percent as instruments charges.
- (14) The mining lease may contain such other conditions as the Government may deem necessary in regard to the following, namely:-
 - (i) the time limit, mode and place of payment of rents and royalties;
 - (ii) the compensation for damage to the land covered by the lease;
 - (iii) the felling of trees;
 - (iv) the restriction of surface operations in any area prohibited by any authority;
 - (v) the notice by lessee for surface occupation;
 - (vi) the facilities to be given by the lessee for working other minor minerals in the leased area or adjacent areas;
 - (vii) the entering and working in a reserved or protected forest;
 - (viii) the securing of pits and shafts;
 - (ix) the reporting of accidents;
 - (x) the indemnity of Government against claims of third parties;
 - (xi) the maintenance of sanitary conditions in the mining area;
 - (xii) the forfeiture of property left after determination of the lease;
 - (xiii) the delivery of possession over lands and mines on the surrender, expiration or determination of the lease;
 - (xiv) the power to take possession of plant, machinery, premises and mines in the event of war or emergency;

- (xv) the mode and arrangement of transport of mineral from the leased area within the territory of Himachal Pradesh; and
- (xvi) no boulders, cobbles and hand broken ballast shall be transported outside the State.

(15) The mechanical mining in river/stream bed shall be allowed only with the help of tyre mounted front end loader upto 80 Horse Power without backhoe with the permission of the Competent Authority i.e. Director. The lease holder seeking such permission shall deposit a sum as specified in the First Schedule as security and the Director may permit the use of mechanical mining under following terms and conditions:-

- (i) Depth of the pit below the surface shall not exceed one metre from the adjoining ground in case of river/stream bed;
- (ii) Natural flow of the water shall not be disturbed;
- (iii) The excavation of mineral shall be done by way of uniform stripping of mineral in a scientific manner;
- (iv) Any other condition imposed by the Competent Authority;
- (v) Any violation of terms and conditions imposed while granting such permission shall result in cancelation of permission and forfeiture of security amount thereof:
Provided that the lease holder may use any type of excavator in hill slope mining.

(16) (i) In case of Government land, the Government may, by giving two months' prior notice in writing, determine the lease if the Government considers that the minor mineral(s) under the lease is required for establishing an industry beneficial to the public:
Provided that in the state of national emergency or war the lease may be determined without giving such notice;

(ii) Where the Government is of the opinion that it is expedient in the interest of regulation of mines and mineral development, preservation of natural environment, control of floods, prevention of pollution or to avoid danger to public health or communication or to ensure safety of building, monuments or other structures or for such other purposes, as the State Government may deem fit, it may, by an order, in respect of any minor mineral, make premature termination of mining lease with respect to the area or any part thereof covered by such lease:
Provided that no order making a premature termination of a mining lease shall be, made except after giving the holder of the lease a reasonable opportunity of being heard.

(iii) The Government shall have the right to determine the lease after serving a notice on the lessee to pay the dues within thirty days from the date of receipt of the notice. If the dead rent or royalty or surface rent reserved or made payable by the lessee is not paid within fifteen days next after the date fixed in the lease deed for payment of the same, Government or any other Officer authorised by it in this behalf may also at any time after serving the aforesaid notice, enter upon the said premises and distrain all or

any of the minor minerals or movable property therein and may carry away, detain or order the sale of the property so distrained, or so much of it as will suffice for the satisfaction of the rent or royalty due and all costs and expenses occasioned by the non-payment thereof. All immovable and movable property erected in the leased area shall become the property of the Government after expiry of the lease.

(17) The mining lease may contain any other special conditions as may be specified by the Government.

20. Rights of lessee.- Subject to the conditions mentioned in rule 19, the lessee, with respect to the land leased to him, shall have the right for the purpose of mining operations on that land to,-

- (i) work the mine;
- (ii) sink pits and shafts and construct buildings and roads;
- (iii) erect plant and machinery;
- (iv) use land for stacking purposes;
- (v) do any other things specified in the lease; and
- (vi) to sell sand, river borne bajri, crusher dust and ordinary earth/clay from the lease granted for the establishment of stone crusher.

21. Transfer of mining lease.- ¹[(1) The lessee may, with the previous approval of the sanctioning authority assign, sublet or transfer his lease or any right, title or interest therein to any person or body directly undertaking mining operation, holding a valid Certificate of No Mining Dues from concerned Mining Officer on payment of a sum as specified in the First Schedule.]

(2) ²[The applicant may also change the title or name of the already issued 'Letter of Intent' or 'Grant Order' in favour of any person holding a valid Certificate of No Mining Dues from concerned Mining Officer on the payment of a sum as specified in the First Schedule.]

(3) Where an application for transfer of mining lease under sub-rule (1) is made and the Competent Authority has given approval for transfer of such lease, a transfer lease deed in **Form-'J'** shall be executed within three months from the date of issue of the Order or within such further period as the Competent Authority may allow in this behalf.

1. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.
 2. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

22. Right to surrender lease.- The lessee may surrender the lease at any time by giving notice of not less than six calendar months in writing to the Competent Authority after paying all outstanding dues of the Government and fulfilling conditions of mine closure plan.

GRANT OF CONTRACTS

23. Grant of contracts by auction or tender.- (1) In case the Government decide to grant the mineral concession in the form of Contract; it may grant the same for mining for a maximum period of ten years following a competitive bidding process by way of auction or tender:
 Provided that in the case of forest land, the period of contract may be extended upto a maximum period of fifteen years.

(2) No auction or tender or contract shall be considered as successful unless accepted by the Competent Authority. The amount of the successful bid/tender shall become the annual contract money payable by the Contractor to the Government for a period of two years and after completion of two years, the annual contract money determined at the time of initial grant shall be increased at the rate of 10% per annum in a compounding manner:
 Provided that no auction or tender or contract, as the case may be, regarding exploitation of minor minerals in Scheduled area shall be considered by the Government for acceptance unless recommended by Gram Sabha.

(3) The amount to be paid annually by contractor under sub-rule (2) to the Government shall be payable in equal quarterly installments in advance.

(4) The Agreement deed shall be executed by the successful bidder or tender with the Director or any other authorized officer in the **Form-'K'** and the mining operations shall be carried out in accordance with the terms and conditions of the agreement deed.

(5) In the event of grant of contract, the party shall not be permitted to withdraw his bid or tender and in doing so the party will be liable to forfeiture of earnest money and security.

(6) The mechanical mining in river and stream bed shall be allowed only with the help of tyre mounted front end loader upto 80 Horse Power without backhoe with the permission of the Director. The contractor seeking such permission shall deposit a sum as specified in the First Schedule as security and the Director may permit the use of mechanical mining under following terms and conditions:-

- (i) depth of the pit below the surface shall not exceed 1 meter from the adjoining ground in case of river/stream bed;
- (ii) natural flow of the water shall not be disturbed;
- (iii) the excavation of mineral shall be done by way of uniform stripping of mineral in a scientific manner;
- (iv) any other condition imposed by the Competent Authority; and
- (v) any violation of terms and conditions imposed while granting such permission shall result in cancellation of contract and forfeiture of security amount thereof:

Provided that the contractor may use any type of excavator in hill slop mining.

- (7) The contractor shall furnish returns relating to production and other matters in **Form-'G'**
- (8) No contract shall be granted to a person who does not hold the Certificate of Approval in **Form-'B'**.

24. Auction/Tender Committee.- For conducting auction and its finalization, the State Government shall constitute Committee(s) for concerned district which may reject or accept any bid or tender without assigning any reason to the bidder or tenderer and in the case of rejection of bid or tender, the reason shall be reported to the Government.

25. Notice of Auction or Tender.- The auction or tender shall be notified by the Director in the following manner:-

- (i) on the Notice Board of the Director, concerned Sub-Divisional Officer (Civil), the Mining Officer and atleast in two newspapers one being in Hindi having wide circulation in the area, where the mine/quarry is situated;
- (ii) in the Himachal Pradesh Government Gazette by publishing the auction notice atleast 30 days before the date of auction or tender. A copy of the auction or tender notice shall be sent to the local authority having jurisdiction over the area, where the mine is situated for giving wide publicity;
- (iii) the notice of auction or tender shall contain a brief description regarding the place, date, time and method including earnest money and mode of payment thereof of auction or tender. The detail of mine/quarry to be given on contract, the period of contract and the detailed description about the reserve value, earnest money, terms and conditions of the auction or tender, location of mine and other relevant information shall be available in the Office of the State Geologist and Mining Officer concerned.
- (iv) The terms and conditions and description of the contract shall be read out for the intending bidders at the time of auction. In case of tender, the terms, conditions and the descriptions of the contract shall be annexed with the tender form.

26. Procedure for grant of contract by auction.- (1) The intending bidder shall deposit such earnest money as specified in clause (iii) of rule 25.

- (2) No bid shall be regarded as accepted unless confirmed by the Competent Authority. On completion of the auction the result will be announced and provisionally selected bidder shall immediately deposit 25 percent amount of highest bid as security for due observance of the terms and conditions of the contract.
- (3) The earnest money shall be refunded immediately at the completion of the auction to all excepting the person whose bid is provisionally accepted and his earnest money will be adjusted against the security under sub-rule (2).
- (4) Misbehaviour by any bidder during auction may lead to forfeiture of his earnest money or his removal from the auction process or if necessary, by debarring him for a period of three years from any future auction under these rules by the Presiding Officer.

- (5) If the provisionally selected bidder fails to deposit security money as required under sub-rule (2), the earnest money deposited under sub-rule (1) of this rule shall be forfeited to the Government.
- (6) ¹[The successful bidder shall be issued a “Letter of Intent” by the Competent Authority with the condition that, he shall procure environment clearance, approved mining plan and forest clearance (if required) from the Competent Authority and also complete the requisite formalities required under law before the bid is finally accepted within two years from the date of issue of “Letter of Intent”:
Provided that if the Director is satisfied that the holder of “Letter of Intent” is not responsible for the delay in procuring the various clearances, he shall extend the period for further one year. In case, the holder of ‘Letter of Intent’ fails to procure the requisite clearances in the extended period, the decision shall only be taken by the Government to extend the period of ‘Letter of Intent’ and in case the holder of ‘Letter of Intent’ fails to procure the requisite clearances even in the extended period, the ‘Letter of Intent’ shall be withdrawn and security amount deposited under sub-rule(3) of this rule shall be forfeited to the Government and the area shall be put to re-auction or re-tendering.]
- (7) After completion of the conditions, stipulated in the “Letter of Intent” by the successful contractor/proponent, the final acceptance order shall be issued by the Competent Authority for execution of agreement deed and payment of 25% of annual bid as contract money as determined under sub-rule(2) of rule 23.
- (8) The agreement deed in **Form-‘K’** shall be executed between successful Contractor and the Competent Authority within 60 days from the date of communication of final acceptance of the bid to the successful Contractor and if no such contract is executed during this period, the order accepting the bid shall be deemed to have been revoked and the security amount paid under sub-rule (2) shall be forfeited to the Government:
Provided that where the Competent Authority is satisfied that the bidder is not responsible for the delay in the execution of the contract, the Competent Authority may permit the execution of the contract, within a reasonable time after the expiry of the aforesaid period of 60 days.
- (9) After the expiry of the term of the contract, where the Government or authorized officer is satisfied that the Contractor has fulfilled all the terms of the agreement, the amount of the security shall be refunded to the Contractor.

1. Substituted by Amendment Rules, 2017 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 04.05.2017.

27. Procedure for calling tender.- (1) Every tender shall be submitted to the Director or any other officer authorised by him in this behalf, in a sealed cover super scribed with the relevant details of the tenderer.

(2) Every tender shall be accompanied with the earnest money as specified in the notice issued under clause (iii) of rule 25.

(3) The tender shall be opened in the presence of tenderer(s) who may be present at the notified time and place for opening of tenders. After opening of tenders, the result will be announced and provisionally selected tenderer shall immediately deposit 25 percent amount of total amount of tender bid as security for due observance of the terms and conditions of the contract.

(4) The earnest money shall be refunded immediately at the completion of the tender process to all excepting the person whose tender is provisionally accepted and his earnest money may be adjusted against the security under sub-rule (2).

(5) Misbehaviour by any tenderer during tender process will be viewed seriously and his earnest money may be forfeited or he may be barred from the tender process and if necessary, by debarring him for another period of three years from any future tender under these rules by the auction/tender committee.

(6) If the provisionally selected tenderer fails to deposit security money as required under sub-rule (3), the earnest money deposited under sub-rule (2) of this rule shall be forfeited to the Government.

(7) ¹[The successful tenderer shall be issued a "Letter of Intent" by the Competent Authority with the condition that, he shall procure environment clearance, approved mining plan and forest clearance (if required) from the Competent Authority and also complete the requisite formalities required under the law applicable before the tender is finally accepted within two years from the date of issue of 'Letter of Intent': Provided that if the Director is satisfied that the holder of 'Letter of Intent' is not responsible for the delay in procuring the various clearances, he shall extend the period for further one year. In case, the holder of 'Letter of Intent' fails to procure the requisite clearances in the extended period, the Government may, if satisfied that the holder of 'Letter of Intent' is not responsible for such delay, further extended the period of 'Letter of Intent' for another one year and in case, the holder of 'Letter of Intent' fails to procure the requisite clearances even in the extended period; the 'Letter of Intent' shall stand withdrawn and security amount deposited under sub-rule (3) of this rule shall be forfeited to the Government and the area shall be put to re-auction or re-tendering.]

(8) After completion of the conditions, stipulated in the "Letter of Intent" by the successful contractor/proponent, the final acceptance order shall be issued by the Competent Authority for execution of agreement deed and payment of 25% of annual bid as contract money as determined under sub-rule (2) of rule 23.

1. Substituted by Amendment Rules, 2017 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 04.05.2017.

(9) The agreement deed in **Form-'K'** shall be executed between successful contractor and the Competent Authority within 60 days from the date of communication of final acceptance of the tender to the successful contractor and if no such contract is executed in the aforesaid period, the order accepting the tender shall be deemed to have been revoked and the security amount paid under sub-rule (3) of this rule shall be forfeited to the Government:

Provided that where the Competent Authority is satisfied that the tenderer is not responsible for the delay in the execution of the contract, the Competent Authority may permit the execution of the contract, within a reasonable time after the expiry of the aforesaid period of sixty days.

(10) After the expiry of the term of the contract, where the Government or authorized officer is satisfied that the contractor has fulfilled all the terms and conditions of the agreement, the amount of the security shall be refunded to the Contractor.

28. Procedure for calling short term auction.- (1) The procedure of short term auction shall be followed for quick disposal of the seized/unauthorized extracted minor mineral through notice depicting approximate quantity of the seized mineral, date and place of auction amount of earnest money which shall be issued by the concerned Mining Officer by way of wide publicity in the locality of seized mineral in question and shall be displayed on the notice board of the concerned Mining Officer, Sub Divisional Officer (Civil), Block Development Officer and concerned office of the local body of self governance.

(2) The notice shall be displayed atleast one week before the date of short term auction. A copy of notice shall be sent to the local authority having jurisdiction over the area.

(3) Every bidder shall deposit the Earnest money in cash or through crossed draft in favour of concerned Mining Officer. The reserve price shall be fixed by the Auction Committee on case to case basis as per the prevailing rates and as per the quantity of mineral.

(4) The Auction Committee shall comprise of concerned Mining Officer, Tehsildar and Assistant Engineer, H.P. Public Works Department for conducting the auction. The highest bidder who is provisionally selected shall deposit 25% of the amount of bid immediately after completion of auction and rest of the amount shall be deposited within 3 days from the date of auction. In case the highest bidder fails to deposit the balance amount within the stipulated period, the deposited amount shall be forfeited and in that eventuality re-auction process shall be initiated immediately.

(5) After receiving the full amount from the successful bidder, the concerned Mining Officer or his representative shall hand over the possession of the auctioned minor mineral.

(6) The period for the lifting/disposal of mineral shall invariably be fixed by the Auction Committee.

GRANT OF PERMITS

29. Application for extraction of minor minerals.- (1) An application for the grant of permit for extraction of minor minerals in any private land shall be made to the Director or any other officer authorised by him in this behalf. It shall contain the following particulars alongwith the requisite documents:

- (i) name, address and profession of the applicant;
- (ii) quantity of the minor mineral(s) for which permit is required;
- (iii) name of the minor mineral(s) to be extracted and removed;
- (iv) description i.e. name of village(s), area and Khasra Nos. of the land from which the minor mineral is to be extracted and removed;
- (v) purpose for which the minor mineral is to be used; and
- (vi) number of labourers to be employed.

(2) In case, the applicant is not the owner of land, then the application shall be accompanied by a letter from the occupant of such land to the effect that he has no objection to the extraction of the minor mineral by the applicant.

(3) Every application shall be accompanied by a fee as specified in the First Schedule in respect of each minor mineral.

30. Grant of permits for extraction of minor minerals.- (1) The Director or any other officer, authorized by him in this behalf may grant permit in **Form-'L'** for any minor mineral to the applicant after approval of mining area, assessment thereof for minor mineral by the Joint Inspection Committee, necessary clearances and payment of full royalty in advance. Such permits shall be granted initially for a period of six months and shall be subsequently renewed further by the Competent Authority on being satisfied that the permit holder is adhering to the terms and conditions of the permit. The period of permit shall not exceed more than three years:

Provided that the Director may refuse to grant such permit for reasons to be recorded in writing:

Provided further that the Director or any other officer authorised by him in this behalf shall grant permit to any person in the Scheduled area, only after receiving due recommendation of the concerned Gram Sabha. In the areas, other than Scheduled area for granting permit the concerned Gram Panchayat shall be consulted and it shall be incumbent upon the Gram Panchayat to convey its approval or refusal within a period of three months failing which it shall be deemed that the Gram Panchayat has no objection. In case of refusal or any objection raised by the concerned Gram Sabha or Gram Panchayat, as the case may be, the sufficient reason for such refusal/objection shall be recorded in writing. The objection shall be reviewed/decided by the Sanctioning Authority after taking inspection/ objection from the Joint Inspection Committee.

(2) No mining permit shall be granted to a person who is not an Indian National.

31. Conditions on which the extraction of minor mineral permit shall be granted.- (1) The depth of mining in the river bed shall not exceed one metre or water level whichever is less:

Provided that where the Joint Inspection Committee certifies about excessive deposition or over accumulation of minerals in certain reaches requiring channelization, it can go upto two metres on defined reaches of the river.

(2) The minor mineral permit granted under these rules may contain such other conditions as the officer granting the permit may deem necessary in regard to the following:-

- (i) the limit, mode and place of payment of rates and royalties;
- (ii) compensation of damage to the land covered by the permit;
- (iii) felling of trees;
- (iv) restriction of surface operations in any area prohibited by any authority;
- (v) entering and working in any reserved or protected forest;
- (vi) reporting all accidents;
- (vii) indemnity to Government against claim of third parties;
- (viii) period within which the minor mineral shall be extracted and removed and delivery of possession over lands on the expiry of such period or on removal of the quantity of the minor mineral for which the permit is valid;
- (ix) deposit of security under Head "Revenue Deposits - Security Deposits" for due fulfilment of the conditions of the permit;
- (x) release of security by the authority issuing permit after having satisfied that the permit holder has fulfilled all the conditions of the permit satisfactorily;
- (xi) proper maintenance and clearance of the road where the quarries are located on the road-side;
- (xii) responsibility to safeguard the water pipe, electric poles and wiring and other public property on the area covered under the permit and in vicinity of the same;
- (xiii) mechanical mining in river and stream bed shall be allowed only with the help of tyre mounted front end loader upto 80 Horse Power without backhoe with the permission of the Director. The permit holder seeking such permission shall deposit security amount as specified in the First Schedule. The Director may permit the use of mechanical mining subject to the following terms and conditions:
 - (a) depth of the pit below the surface shall not exceed 1 metre from the adjoining ground in case of river/stream bed;
 - (b) natural flow of the water shall not be disturbed;
 - (c) the excavation of mineral shall be done by way of uniform stripping of mineral in a scientific manner;
 - (d) any other condition imposed by the competent authority; and
 - (e) any violation of terms and conditions imposed while granting such permission shall result in cancellation of permit and forfeiture of security amount thereof:

Provided that the permit holder may use any type of excavator in case of hill slope mining.

32. Forfeiture of minor mineral left after cancellation of the permit.- In case of breach of any of the conditions subject to which the permit has been granted, the Director or the authority issuing the permit, may cancel it. On cancellation of the permit, the extracted/removed material lying on the land from which they are extracted shall become absolute property of the Government.

33. Permission for disposal of minor mineral generated due to non-mining activities.- (1) Notwithstanding anything contained in these rules, the Director or any Officer authorized by him in this behalf, may grant permission for lifting/transportation of minor minerals generated during various developmental activities and natural calamities for a specific purpose and period. The permission will be given after the site is inspected by a Committee consisting of Tehsildar, Assistant Engineer (Public Works Department) and Mining Officer which may also assess the availability of stock thereof.

Explanation:- For the purpose of this rule the developmental activities shall means excavation of tunnel for hydro electric projects, construction of tunnels for connectivity of roads/railways track and construction of various National Highways/State Highways, desilting of reservoir, development of plots, excavation of fisheries ponds and any kind of other developmental activities.

¹[Provided that in case of material generated from road cutting of National Highway/ Express way/State Highway/H.P.P.W.D. road/ during execution of approved Hydel Projects the Contractor or concerned Agency shall have liberty to use such material after paying the royalty and after verification of the stock by the concerned Mining Officer alongwith representative of concerned Agency not below the rank of Assistant Engineer or equivalent.

Explanation:- For the purpose of this rule the developmental activities shall include desilting of reservoir, development of plots, excavation of fisheries ponds, construction/development of roads and any kind of other developmental activities.]

1. Inserted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

(2) The aforesaid permission shall be subject to fulfillment of following conditions:-

- (i) the royalty shall be charged on the saleable mineral in advance as per the rates specified in the second schedule;
- (ii) the permission shall be granted on the forest land after getting specific clearance from the Forest Department;
- (iii) the permission shall be granted only for lifting/transportation of such stock which has been assessed by the Committee; and
- (iv) any other conditions as may be imposed by the sanctioning authority in this behalf.

34. General conditions for grant of mineral concession.- There shall be following general conditions for grant of mineral concession:-

- (i) the Government may decide the mode and nature of grant of Mineral Concession under these rules in different areas i.e. lease, contract, permit etc. from time to time;

¹[Provided that mineral concession in the Government land except in the case ²[of renewal or] wherein the 'Letter of Intent' has already been issued shall be granted through bidding;

Provided further that in case of construction of hydel projects, road(s) and tunnel (s) etc. mineral concession over the Government land can be granted for captive use, even without bidding.]

- (ii) no river or stream bed mining shall be carried on or allowed to be carried on within two hundred metres upstream and downstream of water supply/ irrigation scheme and within two hundred metres upstream and two hundred metres to five hundred metres downstream of bridge or the distances as specified by the Joint Inspection Committee whichever is more.
- (iii) no quarrying operations or mining shall be carried on or permitted to be carried on by a Mineral Concession holder upto any point within five metres from the outer periphery of adjoining land as a safety zone in case of hill slope mining;
- (iv) the depth of mining in the river bed shall not exceed one metre or water level whichever is less;

Provided that where the Joint Inspection Committee certifies about excessive deposition or over accumulation of minerals in certain reaches requiring channelization, it can go upto two metres on defined reaches of the river.

- (v) mining site shall only be handed over to the lease holder, after it is duly demarcated by permanent boundary pillars and certified by concerned Mining Officer;
- (vi) junction at take off point of approach road with main road shall be developed with proper width and geometrics required for safe movement of traffic by concession holder at his own cost and in consultation with Executive Engineer, H.P. Public Works Department;

1. Inserted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.
2. Added by Corrigendum No. Ind-II(F)6-14/2014-I dated 24.04.2018, published in Rajpatra, Himachal Pradesh dated 04.05.2018 in both language i.e. Hindi & English, pp 996-997.

- (vii) no concession holder shall store/stack any material in the acquired width of PWD road without the specific permission of the competent authority;
- (viii) dumping of waste shall be done in earmarked places as per the proposals in the Mining Plans;
- (ix) no mining shall be allowed in forest land without permission from the Competent Authority of Forest Department including any other land where there is growth of trees;
- (x) no mining shall be allowed in areas, which may cause aesthetic/visual degradation near any known tourist spot;
- (xi) no mining shall be allowed where it is likely to cause danger to site of culture, religious, historical, archeological or scenic importance;
- (xii) no mining shall be allowed near habitation, where it is likely to cause noise beyond the permissible limit and vibration problems, due to blasting or operation of machinery;
- (xiii) no mining shall be allowed where proper disposal of mine waste cannot be arranged;
- (xiv) conditions shall be imposed that the concession holder will take adequate steps to control and check soil erosion, debris flow etc. by raising various engineering structures;
- (xv) in case of hill slope, no mining lease shall be granted where the ore to overburden ratio is not economical i.e. 1:0.2 that is the waste generation shall not be more than 20%;
- (xvi) proper appraisal of the deposit for its qualitative and quantitative assessment shall be made in the form of Geological and topographical plans;
- (xvii) in case of hill slope mining, the area shall not be highly jointed, fractured or consisting of weak planes and relation of slope angle to angle of repose shall be within mining parameters as per Metalliferous Mines Regulation, 1961;
- (xviii) no mining shall be allowed where subsidence of rocks is likely to occur due to steep angle of slope;
- (xix) no overhangs shall be allowed to be formed during the course of mining;
- (xx) the gradient of approach roads shall be gentle with hill-ward slope, side drains and parapet walls. Adequate number of waiting and crossing points shall be provided for safe plying of vehicles; and
- (xxi) no blasting shall be resorted to without taking proper licence under the Explosive Act, 1884:

Provided that the Competent Authority may relax any of the above conditions, wherever required in the interest of mineral conservation and development.

CHAPTER-III

DEVELOPMENT AND CONSERVATION OF MINERAL

35. Mining Plan.- (1) No mining lease or contract shall be granted unless there is a mining plan approved from the Competent Authority. The said mining plan shall be prepared in Form-'M'.
 (2) Modification of the approved mining plan during the operation of a mining lease also requires prior approval of the competent authority.

36. Officers authorised for approval of mining plan.- The Officer authorised under the provisions of rule 22 (4A) of the Mineral Concession Rules, 1960 (here-in-after referred to as the "said officer" for the purposes of this Chapter), shall approve the mining plan of mineral concession area as submitted by the applicant.

37. Mining plan to be prepared by Recognised Qualified Person.- (1) No mining plan as required under sub-rule (1) and (2) of rule 35 shall be approved unless it is prepared by a Recognised Qualified Person.
 (2) No person shall be recognised for preparation of mining plan unless he 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 five years of working in a supervisory capacity in the field of mining after obtaining a degree.
 (3) A person recognised to prepare a mining plan may also carry out modification of an existing mining plan.

38. Grant of recognition for preparation of mining plan.- (1) Any person possessing the qualification and experience as required under sub-rule (2) of rule 37 may apply alongwith a fee as specified in the First Schedule for recognition to the State Geologist alongwith security amount of Rs. 25,000/- in the form of Fixed Deposit Receipt (FDR) duly pledged in favour of the State Geologist, Himachal Pradesh. The recognition shall be granted for an initial period of five years and may be renewed for further period of five years at a time on payment of renewal fee as applicable for grant of recognition:
 Provided that the State Geologist may refuse to grant or renew recognition for reasons to be recorded in writing after giving an opportunity of being heard to the person concerned.
 (2) The State Geologist may terminate the recognition prematurely in case the mining plan is not prepared in accordance with the prescribed format and field position and as per guidelines, if any, issued by the Government from time to time and security deposit shall be forfeited.

39. Submission and approval of mining ¹[plan].- (1) To grant precise area under mining lease or contract or permit, the Letter of Intent shall be communicated to the applicant of such decision and on receipt of such communication of precise area to be granted the applicant through Recognised Qualified Person (RQP) shall submit to the State Geologist a Mining Plan within in a period of three months from the date on which Letter of Intent was issued or such other period as may be allowed by the Competent Authority.

(2) The said officer shall convey his approval or refusal of mining plan under sub-rule (1) within 90 (ninety) days from the date of its receipt or may require requisite changes to be carried out in the mining plan and the applicant shall carry out such changes and resubmit the same.

(3) Every mining plan duly approved under these rules shall be initially valid for a maximum period of five years and it shall be renewed for the remaining period of mineral concession. A fresh mining plan shall be submitted to the said officer for renewal atleast 120 (one hundred twenty) days only before the expiry period of Mining Plan.

(4) In case of renewal of the mining plan, if approval is not conveyed to the concession holder within the period of 90 (ninety) days, the mining plan shall be deemed to have been provisionally approved and such approval shall be subject to final decision whenever communicated.

40. Modification of approved mining plan.- (1) During the currency of approved mining plan the said officer may require the concession holder to make such modifications in the mining plan as referred to in sub-rule (1) of rule 35 or impose such conditions as he may consider necessary by an order in writing if such modifications or imposition of conditions are considered necessary in the light of the change in the geological and topographical conditions, protection of environment and on mineral conservation point of view for safe and scientific mining.

(2) Mineral concession holder desirous of seeking modification(s) in the approved mining plan as are considered expedient, in the interest of safe and scientific mining, conservation of mineral, or for the protection of environment, shall apply alongwith a fee specified in the First Schedule to the State Geologist, setting forth the intended modification(s) and explaining the reasons for the same.

(3) The said officer may approve the modifications under sub-rules 1 and 2 of this rule with such alterations he may consider expedient.

41. System of working.- (1) System of working in minor minerals quarries in hill slope shall be performed by formation of benches as per provisions made under Metalliferous Mines Regulations, 1961.

(2) Such benches in minor minerals and overburden including weathered minor minerals shall be formed separately and the benches in overburden shall be kept sufficiently in advance so that their working does not interfere with the working of minor minerals and inter mixing of minor minerals with overburden may be avoided.

1. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

(5) The owner, agent, manager of every minor mineral quarry shall not abandon or surrender a minor mineral quarry during the subsistence of the concession except with prior permission in writing of the Government or any person authorised in this behalf by the Government.

42. Separate stacking of non-saleable or low grade minor minerals.- (1) The non-saleable minor mineral rejects at quarry bottom shall regularly be collected and transported to the surface and the quarry floor kept reasonably clear of debris.
 (2) Such non-saleable minor minerals suitable for possible use by small scale industries sector shall be properly recovered.
 (3) The ground selected for dumping of top soil, overburden, waste material or non-saleable minor mineral shall be away from working quarry.
 (4) Before starting mining or quarrying operations, conceptual ultimate limits of the quarry 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 except where simultaneous back filling is proposed.

43. Protection of environment.- Every holder of a mining lease or contract as the case may be, shall take all possible precautions for the protection of environment and control of pollution while conducting mining or processing of minor mineral in the area for which such concession is granted.

44. Removal and utilisation of top soil.- (1) Where top soil exists and is to be excavated for mining operations for minor mineral, it shall be removed separately.
 (2) The top soil so removed shall be utilised for restoration and rehabilitation of the land which is no longer required for mining operations or for stabilising or landscaping the external dumps.
 (3) where top soil can not be used concurrently, it shall be stored separately for future use, keeping in view that the bacterial organism should not die and should be spread nearby area.

45. Storage of overburden, waste rock etc.- (1) The overburden, waste rock and non-saleable minor mineral generated during mining operations for minor mineral shall be stored separately in properly formed dumps on grounds earmarked.
 (2) Such dumps shall be properly secured to prevent the escape of material in harmful quantities which may cause degradation of the surrounding land or silting of water courses.
 (3) Wherever possible, such waste rock or overburden or other rejects, shall be backfilled into the worked out minor mineral quarry, where minor mineral has been recovered up to the optimum depth, with a view to restore the land to its original use or desired alternate use, as far as possible and where the backfilling is not feasible, the waste dumps shall be suitably terraced and stabilised by planting vegetation or otherwise.

46. Reclamation and rehabilitation of lands.- Every holder of mining lease or contract shall undertake the phased restoration, reclamation and rehabilitation of land affected by mining operation and shall complete this work before the conclusion of such operations and abandonment of mine.

47. Restoration, reclamation and rehabilitation in a cluster.- Where large numbers of small mines are situated and worked out in clusters, at such places the provisions of quarrying of minor minerals shall be done in a systematic and scientific manner. The programme of restoration and reclamation of the mined out area and rehabilitation shall be

made jointly in phased manner in the abandoned areas in an entire cluster of the minor minerals.

48. **Precaution against air pollution.-** Air pollution due to dust, exhaust emissions or fumes during mining or processing operations for minor mineral and related activities shall be controlled and kept within permissible limits specified under any environmental laws for the time being in force.
49. **Discharge of effluents.-** Every holder of a mining lease or contract shall take all possible precautions to prevent or reduce to a minimum the discharge of toxic and objectionable liquid effluents from minor mineral quarry, workshop or processing plant into surface of ground water bodies and usable lands. These effluents shall conform to the standards laid down in this regard.
50. **Precaution against noise.-** Noise arising out of mining and processing operations shall be abated or controlled by the holder of a mining lease at the source so as to keep it within the permissible limit.
51. **Permissible limits and standards.-** The standards and permissible limits of all pollutants, toxins and noise referred in these rules shall be those notified by the concerned authorities under the provisions of the relevant Statutes from time to time.
52. **Restoration of flora.-** Every holder of a mining lease or contract shall carry out mining operations, in such a manner so as to cause least damage to the flora of the area held under mineral concession and the mineral concession holder shall,-
 - (i) take immediate measures for planting in the same area or any other area selected by concerned authority not less than twice the number of trees destroyed by reason of any mining operation;
 - (ii) look after them during the subsistence of the period of mineral concession after which these trees shall be handed over to the State Forest Department or any other authority as may be nominated by the State Government; and
 - (iii) restore, to the extent possible, other flora destroyed by mining operation.
53. **Mine Closure Plan.-** (1) For every mine there shall be following Mine Closure Plans:
 - (a) The owner, agent, manager or mining engineer shall, in case of fresh grant or renewal of mineral concession, submit a Progressive Mine Closure Plan as per **Form-“M”** as a component of mining plan to the said officer.
 - (b) The owner, agent, manager or mining engineer shall submit a Final Mine Closure Plan to the said Officer for approval one year prior to the proposed closure of the mine and the said officer shall convey his approval or refusal of the final mine closure plan within ninety days of the date of its receipt to the owner, agent, manager, mining engineer, as the case may be. If approval or refusal of the final mine closure plan is not conveyed to the owner, agent, manager or mining engineer, as the case may be, of the mine within the period as specified in sub rule (4) of Rule-39, the final mine closure plan shall be deemed to have been provisionally approved, and such approval shall be subject to final decision whenever communicated.
- (2) The owner, agent, manager or mining engineer, as the case may be, shall be responsible to ensure that the protective measures contained in the mine closure plan referred in these rules including reclamation and rehabilitation work have been carried out in accordance with the approved mine closure plan.

(3) The owner, agent, manager or mining engineer, as the case may be, shall submit to the State Geologist, a yearly report before 1st July of every year setting forth the extent of protective and rehabilitative works carried out as envisaged in the approved mine closure plan, and if there is any deviation, reasons thereof.

54. Financial assurance.- (1) Financial assurance has to be furnished by every mineral concession holder. The amount of financial assurance shall be as per amount specified in the First Schedule:
 Provided that the amount of financial assurance shall not be more than Rupees five Lacs.

(2) The financial assurance shall be furnished in the form of Fixed Deposit Receipt from any scheduled bank.

(3) The mineral concession holder shall submit the financial assurance to the State Geologist before execution of lease or contract.

(4) In the case of lease holder(s) where the lease has been executed under the Himachal Pradesh Minor Minerals (Concession) Revised Rules, 1971, such lease holder shall furnish the said financial assurance at the time of renewal of lease deed.

(5) Release of financial assurance shall be effective from the date of submission of application by the mineral concession holder for the satisfactory compliance of the provisions contained in the mine closure plan certified by the Mining Officer of the concerned district and shall be released by the State Geologist.

(6) If the State Geologist has reasonable ground for believing that the protective, reclamation and rehabilitation measures as envisaged in the approved mine closure plan in respect of which the financial assurance was given has not been or will not be carried out in accordance with the mine closure plan, either fully or partially, the State Geologist shall give the mineral concession holder a written notice of his intention to issue the orders for forfeiting the amount of financial assurance alongwith interest accrued thereon at least thirty days prior to the date of the order to be issued.

(7) Within thirty days of the receipt of notice referred to in sub-rule (5), if no satisfactory reply has been received in writing from mineral concession holder, the State Geologist shall pass an order for forfeiting the financial assurance amount alongwith the interest accrued thereon.

55. Employment of technical persons.- (1) For the purpose of carrying out mining operation in accordance with approved mining plan, every mineral concession holder shall employ/retain consultant as per classification specified below:-

- (i) a whole-time Mining Engineer or the person possessing 2nd 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 one hundred per day or in case area of quarry is 50 hectare or more;
- (ii) in case the quarry area is more than 25 hectares and less than 50 hectares, a person having diploma in mining with 10 years experience in mining operation or person possessing foreman certificate of competency issued by the Director General of Mines Safely or a Geologist having post graduate degree in Geology with 10 years experience in supervising capacity; and
- (iii) in case where area of quarry is less than 25 hectares but not less than 2 hectares, where mining activities are carried out only by manual means, the person having qualification mentioned in clause (i) and (ii) can work for maximum of 10 mining lease or contract provided that all such mines/quarries are located within a radius of 100 kilometres.

- (2) If the holder of a mine possesses qualification as mentioned in sub-rule (1), he may appoint himself as the technical person for the purpose of sub-rule(1).
- (3) A Mining Engineer or Geologist employed/retained as consultant by the mine holder as technical person shall possess the qualifications specified below:-

Geologist

A Post Graduate degree in Geology granted by a University established or incorporated by or under a Central 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;

Mining Engineer

A degree in Mining Engineering granted by a University established or incorporated by or under a Central 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; or three years full time diploma certificate in mining engineering awarded by the State Technical Education Boards.

- (4) The mineral concession holder shall intimate to the concerned Mining Officer the details of qualified person employed by him together with consent of such person.

56. Duties of technical person.- (1) It shall be the duty of the Technical person employed or retained under rule 55 to take all necessary steps to plan and facilitate the conduct of mining operations, so as to ensure conservation of minerals, systematic development of the mineral deposits and protection of environment in and around the mining area in accordance with these rules.

- (2) He shall,-
 - (a) be responsible for the preparation and maintenance of plans, sections, report and schemes in accordance with these rules;
 - (b) be responsible for carrying out the study of the associated rocks and minerals, identifying them and stacking the various minerals produced separately;
 - (c) take affective steps for compliance of all such orders and directions as may be given in writing under these rules by any authorized officer and shall forward a copy of such orders or directions to the holder of mine;
 - (d) ensure that there is sufficient provision of proper materials, appliances and facilities at all times at mine for the purpose of carrying out the provisions of these rules and orders issued there under and where he is not the owner of the mine, he shall make requisition in writing to the owner for anything required for the aforesaid purpose. A copy of every such requisition shall be recorded in bound paged book kept for the purpose; and
 - (e) on receipt of a requisition under clause(d), the owner shall provide as soon as possible the materials and facilities requisitioned by the qualified person.

57. Mining operations to be in a scientific and systematic manner and penalty thereof.- (1) The Mining operation shall be undertaken in a scientific and systematic manner, in accordance with approved mining plan, and as per the terms and conditions of the Lease and Agreement deed.

- (2) If the mining operations are not carried out in accordance with the mining plan or Lease Deed or Agreement Deed as referred under sub-rule (1), the State Geologist or Geologist or Assistant Geologist or Mining Officer, as the case may be, may pass an order for suspension of all or any of the mining operation and permit continuance of only such operation as may be necessary to restore the conditions

in the mine envisaged under the said mining plan or Lease Deed or Agreement Deed.

(3) Any person who contravenes terms and conditions of mining plan or Lease Deed or Agreement Deed shall, on conviction, be punished with imprisonment for a term which may extend to one year or with fine which may extend to Rs. 50,000/- (Rupees Fifty thousand) only or with both and in case of continuing contravention with an additional fine which may extend to Rs. 5000/- (Rupees Five thousand) only after conviction for the first such contravention for every day during which such contravention continues:

Provided that any offence punishable under this sub-rule may, either before or after the institution of the prosecution, be compounded by the officer authorised to make a complaint in writing to the court with respect to such offence, on payment to that officer for credit to the Government, of such sum that officer may specify:

Provided further that in case of an offence punishable with fine only, such sum shall not exceed the maximum amount of fine which may be imposed for that offence.

CHAPTER-IV

REVIEW AND DELEGATION OF POWERS

58. **Delegation.**- The Government may by notification in the Official Gazette, direct that any powers exercisable by it under these rules, may, in relation to such matters and subject to such conditions, as may be specified in the notification, be exercisable by such officer or authority as may be specified in the notification:

Provided that the Government may, by notification in the Official Gazette, direct that any powers exercisable by the Director under these rules may be exercised, in such cases and subject to such conditions, as may be specified in the notification, by any officer of the Directorate of Industries, as may be specified in the notification.

59. **Appeal.**- (1) Any person aggrieved by an order of the Director,-

- (i) cancelling or terminating of a mining lease or contract or forfeiting any deposit thereunder in whole or in part, or

(ii) refusing to permit transfer of a mining lease,
may appeal to the Government against such order within two months of the date of the order:

Provided that any such application may be entertained after the said period of two months, if the applicant satisfies the Government that he had sufficient cause for not making the application within time.

- (2) Where the functions of the Director have been delegated to any other officer subordinate to him under rule 58, any person aggrieved by any order of any such officer of the nature specified in sub-rule (1) may appeal to the Director:
Provided that the appeal is filed within two months of the date of order, appealed against.

60. **Fees for appeal and review.**- The memorandum of appeal or application for review shall be accompanied in every case by a fee as specified in the First Schedule to the credit of Government under the Head: 0853- Non-Ferrous Mining and Metallurgical Industries,

102-Mineral Concessions fees, Rent and Royalties, 01- Receipts from Mineral Concession Fees etc.

61. **Review.**- Upon receipt of such application, the Government or the Director, as the case may be, may call for the relevant records and other information and after considering his explanation and giving the appellant an opportunity of hearing and considering any comments that might be offered by the officer, may cancel or review the order against which the appeal has been preferred. The order of the Government or the Director, as the case may be, under this rule shall be final.

CHAPTER-V

MISCELLANEOUS

62. **Power to rectify apparent mistakes.**- The Government may, at any time within six months from the date of order passed by it under these rules, on its own motion rectify any mistake or error apparent on the face of the record, and shall within like period rectify any such mistake or error which has been brought to its notice by an applicant for the grant of the minor mineral concession:
 Provided that no such rectification having or purporting to have a prejudicial effect on another applicant for the grant of the mining lease shall be made unless the Government has given such applicant notice of its intention to do so, and have allowed him reasonable opportunity of being heard.

63. **Recovery of Government dues as arrears of land revenue.**- Any rent, royalty, fee, contract money or other sum due to the Government under these rules or under the terms and conditions of any mining lease or contract or permit, on a certificate in **Form-'N'** issued by an officer as may be specified by the Government in this behalf by general or special order, be recovered in the same manner as an arrears of land revenue.

64. **No restriction etc. to be imposed by owner or land on mining operation.**- No person having a right in any capacity in the land covered by a mineral concession, shall be entitled to impose any prohibition or restriction on the mining operation by the holder of mineral concession of such land or to demand any sum by way of premium or royalty for the removal of the minor mineral:
 Provided that such person shall be entitled to get compensation from the said concession holder for the use of the surface which may be agreed upon between them. In the case of any dispute the amount of compensation shall be determined by the Collector and his order shall be final.

65. **Acquisition of land of third parties and compensation thereof.**- In case the occupier or owner of a land in respect of which minor mineral rights vest in the Government refuses his consent to the exercise of the right and powers, reserved to the Government and demised to the lessees or contractors, as the case may be, the lessees or contractors shall report to the Government and shall deposit with it the amount offered as compensation and if the Government is satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee or contractor shall have deposited with it such further amount as the Government shall consider fair and

reasonable the Government shall order the occupier to allow the lessee or contractor to enter the land and to carry out such operations as may be necessary for the purposes. In assessing the amount of such compensation, the Government shall be guided by the principles of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013(30 of 2013).

66. Status of the grant on death of applicant for mineral concession.- (1) Where an applicant for the grant of contract or mining lease or renewal of mining lease dies before the order, granting him a contract or mining lease or renewal of mining lease, is passed, the application for the grant of contract or mining lease or renewal of a mining lease shall be deemed to have been made by his legal representative.

(2) In the case of an applicant in respect of whom an order, granting of contract or mining lease or renewing a mining lease, is passed, but who dies before the agreement deed or lease deed is executed, the order shall be deemed to have been passed in the name of the legal representative of the deceased and such legal representative shall execute the requisite agreement deed or lease deed and its renewal thereof.

CHAPTER-VI

REGISTRATION, LOCATION, INSTALLATION AND WORKING OF STONE CRUSHERS

67. ¹[Mining lease mandatory for running a stone crusher.- For running a stone crusher, a mining lease is mandatory to ensure legal and regular supply of minor mineral;

Provided that in the case of construction of Hydel Projects, road(s) and tunnel(s), the stone crusher shall be allowed to be installed, on the basis of material generated during such construction activities even without mining lease and establishment of stone crusher units for such captive use, compliance of norms and distance parameters shall be ensured by the concerned department before and during execution of the said project:

Provided further that the crushed material shall be utilized for the purposes of construction of such Hydel Project(s), road(s) and tunnel(s).]

1. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

68. Requirement for provisional registration of stone crusher.-(1) For installation of stone crusher a minimum working area between 2 to 5 Bighas shall be required, for raising machinery/plant and its ancillary activities like stacking of raw material/finished product, parking of vehicles, office, labour huts, etc. As far as possible, this area may be compact area at a single location.

Provided that in case the required land is not available at one location, the total land requirement can be met at different locations subject to the following conditions, namely:-

(i) the main component of the stone crusher i.e. machinery/plant and provision for stacking of finished product may be at one location from where the siting parameters are to be measured in terms of Notification number STE-E(3)-17/2012 dated 29.05.2014 or as amended from time to time, by the Department of Environment, Science and Technology;

(ii) for other ancillary activities, like stacking raw material, parking of vehicles, office, labour huts etc., the land requirement at different locations may be considered; provided the distance of such location from the proposed stone crusher site under sub-clause(i) above is within 500 metres; and

(iii) ¹[the area of mineral concession shall be within 5 kilometres radius of the stone crusher:

Provided that the condition of five kms of distance shall not apply, in case the Site Appraisal Committee recommends the feasibility of using the material beyond five kilometers radius considering and examining site specific conditions subject to maximum ten kms distance;

Provided further that in case of Hydro Electric Project, Road Projects etc. the distance limit shall not apply if such user agency possesses own fleet of vehicles.]

(2) For installing a stone crusher in any area within the State, an application shall be submitted by the applicant in **Form-'O'** with requisite fee as specified in the First Schedule.

(3) After the submission of application under sub-rule (2) the case shall be sent to the Joint Inspection Committee constituted vide Notification No. STE-E(3)-17/2012 dated 29.05.2014 by the Department of Science & Technology and the joint inspection of the site of stone crusher will be conducted as per the provision of aforesaid Notification.

(4) The Provisional Registration' shall be issued on **Form-'P'** by the Geological Wing, Department of Industries after the site is approved by the Joint Inspection Committee and mining lease deed is executed. The Provisional Registration shall form the basis for obtaining the Consent to establish for the Stone Crusher from the Himachal Pradesh State Pollution Control Board, to get electric connection from the State Electricity Board and pre-production clearance from other Government Departments.

1. Substituted by Amendment Rules, 2017 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 04.05.2017.

69. Permanent registration of stone crusher.- (1) After obtaining Consent to establish and operate of the Stone Crusher from Himachal Pradesh State Pollution Control Board and other requisite clearance from concerned Departments, the stone crusher owner shall apply for obtaining Permanent Registration of stone crusher in **Form-'Q'** alongwith fee as specified in the First Schedule. The same shall be issued to the owner of the stone crusher on **Form-'R'** which shall be valid for a period of ¹[three years.]

- (2) In case the owner of the stone crusher intends to renew the Permanent Registration, he shall apply for the renewal atleast three months prior to the expiry of the Permanent Registration failing which Rs. 100/- per day shall be charged as late fee from the date of expiry of permanent registration till he applies for the same.
- (3) The Geological Wing, Department of Industries may renew the Permanent Registration for a further period of ²[three years] subject to proper functioning of the stone crusher as per terms and conditions of Permanent Registration and clearance of all dues.
- (6) The application submitted for renewal of Permanent Registration, if not disposed off before the expiry of the period of registration, then it shall be deemed to have been extended for further period.

70. Conditions for running stone crusher.- (1) No person shall run/operate any stone crusher in any area within the State unless he obtains the required registration from the Geological Wing, Department of Industries.

- (2) Every stone crusher owner shall observe the provisions of,-
 - (a) the Air (Prevention and Control of Pollution) Act, 1981 and rules framed thereunder;
 - (b) the Water (Prevention and Control of Pollution) Act, 1974 and rules framed thereunder;
 - (c) the Environment (Protection) Act, 1986 and rules framed thereunder.
 - (d) the Noise Pollution (Regulation and Control) Rules, 2000;
 - (e) the emission standards as per the statute and rules framed thereunder and as notified vide Government notification dated 29.5.2014; and
 - (f) the pollution control measures as per the Government Notification dated 29.05.2014 or as amended from time to time.
- (3) The Geological Wing, Department of Industries may impose any other conditions as it may deem fit for the protection of environment, conservation and development of minerals.
- (4) The stone crusher owner shall submit a return by 10th of every month, giving details of total quantity of minerals crushed, electricity consumed, power generated in case of captive power generated run crusher, fuel consumption in case of diesel run crusher, number of labour employed and wages paid etc.
- (5) The stone crusher owner shall allow the inspecting staff, access to the crusher and make available all records relating to operation of the crusher and verification of source of legal supply of minor minerals and stocks.

1. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.
 2. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

(6) The stone crusher owner shall adhere to the terms and conditions of mining lease deed and any other permissions accorded to him for meeting out the demand of raw material.

71. PENALTY.- Any person who contravenes any of the provision of this chapter shall, on conviction, be punished with imprisonment for a term which may extend to one year or with fine which may extend to Rs. 50,000/- (Rupees Fifty thousand) only or with both and in case of continuing contravention with an additional fine which may extend to Rs. 5000/- (Rupees Five thousand) only after conviction for the first such contravention for every day during which such contravention continues:

Provided that any offence punishable under this Chapter may, either before or after the institution of the prosecution, be compounded by the officer authorized to make a complaint to the court with respect to the offence, on payment to that officer for credit to the Government, of such sum that officer may specify:

Provided further that in case of an offence punishable with fine only, such sum shall not exceed the maximum amount of fine which may be imposed for that offence.

¹[71-A Notice for violation of any condition of registration or lease deed.-

In case, stone crusher owner does not stop operation of the stone crusher unit despite serving upon him a notice in Form-ZA for violation of any terms and conditions of registration of stone crusher unit or violation of any of the conditions of the lease deed, the matter shall be reported to the Himachal Pradesh State Electricity Board, for disconnection of electricity.]

CHAPTER-VII

PREVENTION OF ILLEGAL MINING, STORAGE AND TRASPORTATION OF MINERALS

72. Prevention of illegal mining.- No person shall undertake any mining operation in any area except under and in accordance with the terms and conditions of these rules.

1. Substituted by Amendment Rules, 2017 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 04.05.2017.

73. ¹[Penalty provision for illegal mining.- Any contravention of rule 72 shall be punishable with imprisonment for a terms which may extend to two years, or with fine which may extend to Rs. 5,00,000/- (Rupees five lacs) only, or with both; and in case of continuing contravention, with an additional fine which may extend to 50,000/- (fifty thousand only) for every day during which such contravention continues after conviction for the first such contravention:

Provided that the contravention of rule 72 for the first and the second time may be compounded by an officer authorized by the Government under section 22 of the Act and the case in relation to the subsequent contravention shall be filed by the officer so authorized in the competent court of law. The manner of compounding of offence shall be as under:-

- (i) In case of illegal mining carried out manually the amount of compounding fee shall not be less than Rs. 10,000/- if the mineral extracted is upto 25 metric tonnes;
- (ii) If the quantity of illegal mining carried out exceeds 25 metric tonnes, additional compounding fee @ Rs. 500/- per metric tonne shall be charged;
- (iii) In case of second contravention a minimum compounding fee of Rs. 25,000/- shall be charged;
- (iv) In case of illegal mining done mechanically in the river/stream beds, the amount of compounding fee shall not be less than Rs. 50,000/-.]

74. Grant of registration for storage of mineral.- (1) Any person desirous of being registered as a dealer or for renewal of registration shall apply in **Form-'S'** to the Mining Officer. The application shall be submitted in quadruplicate in his office;

- (2) Every application made under sub-rule (1) shall be accompanied by,-
 - (a) a fee as specified in the First Schedule payable through treasury challan under following Head of Account:-
“0853-Non Ferrous Mining and Metallurgical Industries,
102-Mineral Concession Fees and Royalties,
81-Other receipts”;
 - (b) an affidavit to the effect that he had not been convicted in any offence relating to illegal extraction or transportation of minerals; and
 - (c) a copy of the certificate issued by the Industries Department or any other Department of Government for establishment of the mineral based factory or beneficiation plant or any industry, if any.
- (3) On receipt of application for registration, the office of the Mining Officer shall acknowledge the receipt within a week in **Form-'T'**.

75. Prevention of illegal storage.- (1) No person shall store or cause to be stored any mineral by any means at any place without having valid permission or registration as a dealer with Department of Industries, Himachal Pradesh as per the provisions or these rules.

1. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

(2) All the dealers shall register themselves as dealer with Department of Industries Himachal Pradesh as per the procedure laid down in these rules:
 Provided that the holder of a mining lease or contract or tender or permit holder, as the case may be, in respect of a mineral for which he holds a minerals concession shall not be required to register himself as a dealer separately:
 Provided further that where the stock of mineral is less than 50 metric tonnes, the person shall not be required to register himself as dealer if the said mineral is stored for his bonafide use.

76. Processing of the application by the Mining Officer.- (1) The Mining Officer shall maintain a register in his office in **Form-'U'** wherein he shall made necessary entries about the application immediately after its receipt and its disposal in due course.
 (2) The Mining Officer shall grant to a dealer registration in **Form-'V'** for a period of five years within thirty days from the date of receipt of the application. In case of refusal or rejection of the application, the reasons shall be recorded in writing and communicated to the applicant within thirty days from the date of receipt of the application.
 (3) The application for renewal shall be made in **Form-'S'** to the Mining Officer ninety days prior to the date of expiry of the existing registration. If orders of renewal are not passed before the expiry, it shall be deemed to have been renewed for the further period subject to the final decision whenever communicated.

77. Conditions for the issue of registration.- The registration shall be granted in **Form-'V'** subject to the following conditions namely,-
 (i) the dealer shall deposit a sum as specified in the First Schedule in the shape of fixed deposit receipt duly pledged in favour of Mining Officer as security for due observance of terms and conditions of registration;
 (ii) the dealer shall maintain correct and legible monthly account of ores and mineral procured, processed and transported to different destinations;
 (iii) any person who transports the mineral and who is required to carry a transit pass in **Form-'W'** or Supplementary **Form-'X'** on demand shall produce such pass to any authorized officer in this behalf;
 (iv) every dealer shall submit a return in **Form-'Y'** to the Mining Officer by the 10th of succeeding month;
 (v) while removing the ore or minerals from the stores or factories, the dealer shall obtain permission from the concerned authorized officer and transport the ore or mineral under transit pass **Form-'W'** or Supplementary Pass **Form-X** obtained from his office;
 (vi) every dealer shall allow Director of Industries or State Geologist or Geologist or Assistant Geologist or Mining Officer or Mining Inspector to inspect the store and factories to verify the stocks of the minerals and take sample, abstract from the records maintained by him; and
 (vii) the registration shall be cancelled after serving a notice, if dealer commits a breach of any condition of this rule.

78. Penalty provision for illegal storage.- Any contravention of sub-rule (1) and (2) of rule 75 shall be punishable with imprisonment for a term which extend to two years, or with fine which may extend to Rs. ¹[50,000/- (Rupees fifty thousand only)], or with both:

Provided that the contravention of sub-rule (1) and (2) of rule 75 for the first and second time may be compounded by an officer authorized by the Government under section 22 of the Act and the case in relation to the subsequent contravention shall be filed by the officer so authorized in the competent court of law:

Provided further that the amount of compounding fee shall not be less than Rs. ²[50,000/-] plus the market sale price of the total material stored illegally at the spot.]

79. Transportation of minerals.- (1) No person shall transport or cause to be transported any mineral otherwise than in accordance with the provisions of these rules.

(2) The holder of a mining lease or contract or permit or permission or store or a person authorized by him in this behalf shall issue a transit pass in **Form-'W'** or Supplementary Pass in **Form-'X'** as the case may be duly countersigned by the concerned Mining Officer or any other Officer authorized by him in this behalf to every person carrying a consignment of minor mineral by a vehicle, animal or any other mode of transport.

(3) For transportation of any mineral to any place, the dealer or holder of mining lease or contract or permit or permission shall make an application to the authorized officer for issue of transit pass.

(4) The transit pass shall be in triplicate. Two copies of which shall be issued to the consignor while third shall remain with the dealer or holder of mining lease or contract or permit or permission and shall be produced before authorized officer as and when demanded by him. One copy of transit pass shall be retained by Inspecting Officer/In-charge of Check Post who shall endorse the second copy, which shall remain with the carrier during transportation and shall hand over the same to dealer or buyer, as the case may be:

Provided that if mineral is being carried from other State, then the consignor should have proper document of that State, indicating the place and address of firm or supplier who happened to be supplier of that mineral.

(5) Every person carrying any minor mineral shall on demand at any place including check post/barrier by any Officer of the State Government authorized in this behalf show the said Transit Pass in **Form-'W'** or Supplementary Pass in **Form-'X'** to such Officer and allow him to verify the correctness of the particulars of the Transit Pass **Form-'W'** or Supplementary Pass in **Form-'X'** with reference to the quantity of the minor mineral.

(6) Every dealer shall provide all reasonable facilities to the authorized officer in this behalf to inspect verify and check the stocks and accounts of mineral and any other documents pertaining thereto.

1. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

2. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

80. Establishment of check posts and barriers for weightment and inspection of mineral in transits. - (1) If the Government considers it necessary to do so with a view to check the transport and storage of minerals raised without lawful authority, it may direct, the setting up of check post or erection of barriers or both at any place or places within the State by notifying in the Official Gazette.

(2) Any authorized officer may check any vehicle carrying mineral at any place and the person in-charge of the carrier shall furnish a valid transit pass on **Form-'W'** or Supplementary **Form-'X'** as the case may be and other particulars such as bill or receipt or delivery note on demand by that Officer.

(3) At every check post or barrier or at any other place when so required by the Officer in-charge of the check-post or the barrier or any other authorized Officer, the person in-charge of the carrier shall stop the same for examination of the mineral in transit and also inspect all records and documents relating to minerals. The person in-charge of the carrier shall, if so required by the officer in-charge of the check-post or the barrier or any other authorized officer, furnish his name and address and also that of the owner of the carrier and the name and address of both consignor and the consignee. After checking the mineral and carrier, the officer in-charge of the check post or the barrier or any other authorized officer as aforesaid shall put his signature on the transit pass.

(4) The Officer-in-charge of the check post or the barrier or authorized Officer shall have the power to seize the mineral alongwith the carrier in transit, if the dispatch is not in conformity with Transit pass.

(5) Every Officer who initiates action for seizure of carrier or mineral or both as the case may be, under these rules shall prepare a list so seized and deliver a copy thereof signed by him to the person found in possession. He shall keep such property under his custody with proper official seal and with detailed information in **Form-'Z'**.

(6) The Officer-in-charge of the check post or the barrier or authorized officer, as the case may be, may direct the person in-charge of the carrier to carry the mineral to the nearest police station or check post or barrier of the concerned Department: Provided that if the person in-charge refuses to carry the mineral and the carrier to the nearest police station or check post or barrier of the department, the officer in-charge or any other Authorized Officer under the sub-rule(4) may seize the carrier and take the same in his possession.

(7) Whenever a carrier together with the mineral is seized under these rules, by an authorized officer, such officer shall give an option to the owner or in-charge of the carrier for compounding the offence as provided under these rules in lieu of such seizure. In case of failure of owner or person in-charge of the carrier to exercise such option legal action shall be initiated against him by the Officer authorized in this behalf.

81. Penalty provision for illegal transportation. - Any contravention of rule 79 and 80 shall be punishable with imprisonment for a term which may extend to two years, or with fine which may extend to Rs. 25,000/- (Rupees Twenty five thousand only), or with both: Provided that the contravention of rule 79 and 80 for the first and the second time may be compounded by an officer authorized by the Government under section 22 of the Act and the case in relation to the subsequent contravention shall be filed by the officer so

authorized in the competent court of law. The manner of compounding of offence shall be as under:-

The amount of compounding fee shall not be less than 4500/- (Rs. Four thousand & five hundred) only for tractor, Rs. 7000/- (Rs. Seven thousand) only for medium truck/tipper having capacity upto 7 metric tonnes, Rs. 15,000/- (Rs. Fifteen thousand) only for trucks having capacity upto 10 metric tonnes and 25,000/- (Rs. Twenty five thousand) only for trucks with capacity more than 10 metric tonnes and Rs. 200/- (Two hundred) only for mule/horse.

82. Seizure and confiscation.- (1) whenever any person raises or causes to be raised without any lawful authority, any mineral from any land and for that purpose, uses any tool, equipment or any other thing shall be liable to be seized by an official or authority especially empowered in this behalf by the Government under sub-section (4) of the section 21 of the Act.

(2) Any mineral, tools, equipment or any other thing seized under sub-rule (1), shall be liable to be confiscated by an order of the court competent to take cognizance of the offence under rules 73 & 78 and shall be disposed of in accordance with the directions of such court.

83. Offences 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 Director or any other officer authorised by him in this behalf.

84. Relaxation in special cases.- The Government may, if it is of the opinion that in the interest of projects of the national Importance or in the interest of national security or in the interest of mineral development, it is necessary to do so, by order in writing and for reasons to be recorded, authorize in any case the grant of any mining lease or the working of any mine for the purpose of mining and mineral or setting up and working of stone crusher on terms and conditions different from those as laid down in these rules.

85. Repeal and Saving.- (1) The Himachal Pradesh Minor Minerals (Concession) Revised Rules, 1971 and the Himachal Pradesh Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2004 are hereby repealed.

(2) Notwithstanding such repeal anything done or made or any action taken under the provisions of repealed rules shall be deemed to have been validly done or made or taken under the corresponding provisions of these rules.

FIRST SCHEDULE

FEE REQUIRED UNDER THE RULES

| S. No. | Rule | Particulars | Fee (in Rupees) |
|--------|-------------------------------|---|--|
| 1. | ¹ [***] | | |
| 2. | 7 (h)(i) and (16)(2) | Application fee for Mining Lease/Renewal of Mining Lease | 5,000/- (non-refundable) |
| 3. | 15 (1) | Security Deposit upto 5 Hectares. Additional Security based on pro-rata basis for additional area | 25,000/- (in shape of Fixed Deposit Receipt (FDR) duly pledged in favour of Competent Authority. |
| 4. | 19(15), 23(6) and 31(2)(xiii) | Security for Mechanical Mining | Rs. 2.00 lacs |
| 5. | 21 (1) | Fee for Transfer of Mining Lease | ² [2,50,000/- (Non-refundable) upto 5 hectares area and thereafter 50,000/- per hectare for the area more than 5 hectares on pro-rata basis.] |
| 6. | 21 (2) | Fee for Transfer of Letter of Intent and Grant Order | ³ [1,00,000/- (Non-refundable) upto 5 hectares area and thereafter 20,000/- per hectare for the area more than 5 hectares on pro-rata basis.] |
| 7. | 29(3) | Application fee for Permit | 2,500/- (Non-refundable) |
| 8. | 38(1) | Application fee for recognition as RQP | 5,000/- (Non-refundable) |
| 9. | 40(2) | Fee for Modification of Mining Plan | 10,000/- |
| 10. | 54 | Financial Assurance per hectare on pro-rata basis | 5,000/- |
| 11. | 60 | Fees for Appeal | 1,000/- (non-refundable) |
| 12. | 68 | Application fee for Joint Inspection of Stone Crusher Site. | 2,500/- (Non-refundable) |
| 13. | 69 | Application fee for Permanent Registration of Stone Crusher. | 2,500/- (Non-refundable) |
| 14. | 74 | Application fee for Registration as a dealer. | 1,000/- (Non-refundable) |
| 15. | 77 | Security for Dealer Registration | 10,000/- |

1. Omitted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.
2. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.
3. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

SECOND SCHEDULE

RATES OF ROYALTY

[See rule 4(1), 18(1) & 19(1)(a)]

| Sl. No. | Name of Mineral | Rates of Royalty/other fee required under Rule (Per tonne) |
|------------|--|--|
| 1. | Building stones, Masonary stone including Boulders and Shingle. | Rs. 60.00 |
| 2. | Limestone | Rs. 80.00 |
| 3. | Marble: | |
| | (a) Used for lime burning | Rs. 80.00 |
| | (b) Dressed, carved and rough marble Slabs | Rs. 450.00 |
| | (c) Marble chips, fine powder, Khandas. | Rs. 80.00 |
| | (d) Coarse powder of not more than plus 20 mash. | Rs. 80.00 |
| 4. | Bajri. | Rs. 60.00 |
| 5. | Ordinary Sand/Stone Dust | Rs. 60.00 |
| 6. | Ordinary Soil/Shale | Rs. 30.00 |
| 7. | (a) Rough slab slate | Rs. 140.00 |
| | (b) Slate | Rs. 340.00 |
| | (c) Quartzite slate | Rs. 340.00 |
| 8. | Kankar, road metal, blast and rorri. | Rs. 60.00 |
| 9. | Cut or dressed blocks of granite and traps/basalt including rocks of other colours and shades (size 180x80x50 cms or more) | Rs.500.00 |
| 10. | Brick earth | Rs. 5000 per lac Bricks on pro-rata basis |
| 11. | All other minor mineral not herein specified | 25% of the sale value at pit mouth |

THIRD SCHEDULE

[See rule 18(2) & 19(1)(d)]

A. RATES OF DEAD RENT IN RUPEES PER HECTARE PER ANNUM

| Sr. No. | Name of the Minor Mineral | Rate of Dead Rent |
|----------------|----------------------------------|--|
| 1. | Limestone as minor mineral | Rs. 25,000/- per hectare and part thereof per annum. |
| 2. | Slate/cut stone | Rs. 2,000/- per hectare and part thereof per annum. |
| 3. | Other Minor Minerals | <p>(i) Private land - Area of mining lease – Rs. 10,000/- per hectare and part thereof per annum</p> <p>(ii) Government land - Mining lease area - Rs. 10,000/- per hectare upto 5 Hects. and part thereof per annum</p> <p>Mining lease area - Rs. 15,000/- per hectare From 5 Hects. upto 10 Hects. and part thereof per annum</p> <p>Mining lease area - Rs. 20,000/- per hectare From 10 Hects. upto 20 Hects. and part thereof per annum</p> <p>Mining lease area - Rs. 25,000/- per hectare more than 20 Hects. and part thereof per annum</p> |

B. RATES OF SURFACE RENT IN RUPEES PER HECTARE PER ANNUM

[see rule 19(1)(d)]

| Sr. No. | Name of the Minor Mineral | Rate of Surface Rent |
|----------------|----------------------------------|-----------------------------|
| 1. | Surface rent for Government Land | Rs. 1,000/- per hectare. |

[FOURTH SCHEDULE]**DELEGATION OF POWERS UNDER VARIOUS PROVISIONS OF THE HIMACHAL PRADESH MINOR MINERALS (CONCESSION) AND MINERALS (PREVENTION OF ILLEGAL MINING, TRANSPORTATION AND STORAGE) RULES, 2015**

| Sl. No. | Rule | Limit | Authorised Officers | Limit |
|----------------|-------------------------|--|---|--------------------------------------|
| 1. | 7 & 16(2) | Power to receive application of grant/renewal of mining lease. | State Geologist | Throughout State of Himachal Pradesh |
| 2. | 8(3) | Power to Acknowledge Application | State Geologist | Throughout State of Himachal Pradesh |
| 3. | 9 | Power to assign priority for mining lease | State Geologist | Throughout State of Himachal Pradesh |
| 4. | 9(4) | Power to refuse whole or part of area applied for mining lease. | State Geologist for an area upto 1.5 Hects. Director of Industries for an area above 1.5 Hects. to 3.0 Hects. | Throughout State of Himachal Pradesh |
| 5. | 17 | Power to issue Letter of Intent & grant of mining lease | State Geologist for an area upto 1.5 Hects. Director of Industries for an area above 1.5 Hects. to 3.0 Hects. | Throughout State of Himachal Pradesh |
| 6. | 23(2) 26(6) 27(7) | Power to issue Letter of Intent & grant of contract | State Geologist upto value of Rs. 10 lacs. Director of Industries upto value of Rs. 25 lacs. | Throughout State of Himachal Pradesh |
| 7. | 30 | Power to grant permits for extraction of minor mineral. | Director of Industries | Throughout State of Himachal Pradesh |
| 8. | 33 | Power to grant permission for lifting/transportation of mineral. | State Geologist upto 20,000 Metric Tonnes per month. Director of Industries more than 20,000 metric Tonne per month. | Throughout State of Himachal Pradesh |
| 9. | 57(3) & 71 | Power to lodge complaints | State Geologist and Mining Officer | In their respective jurisdiction |
| 10. | 63 | Power to sign Form 'N' | Mining Officer | In their respective jurisdiction |

1. Substituted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

FORM-A
¹[***]

FORM B
²[***]

1. Omitted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.
2. Omitted by Amendment Rules, 2018 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 06.04.2018.

FORM-C
 [See rule 7 & 16(2)]

APPLICATION FOR GRANT/RENEWAL OF MINING LEASE

Received at _____ (Place at) _____ (hour) on the
 _____ day of _____.

From: _____

Through
 To
 The State Geologist
 Himachal Pradesh.

- I. I/We beg to apply for mining/renewal lease for extraction/collection of _____ for a term of ___ years over ___ hectares of land in the area specified in the Schedule.
- II. A sum of Rs. 5000/- as application fee payable under Rule 7 or 16(2) of the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015 has been deposited in the Government treasury and the receipted challan therefor is enclosed.
- III. The required particulars are given below:

PARTICULARS:

- (1) Name of applicant individual(s), firm, :
 company or society with proof
- (2) Nationality of the Individual(s) or place of :
 registration or incorporations of firm,
 company or society, with relevant
 documents
- (3) Profession of individual(s) nature of :
 business of firm or company and place of
 business
- (4) Address of the individual(s), firm,
 company or society with address proof.
- (5) Whether the application is for a fresh :
 lease or for a renewal of a lease
 previously granted
- (6) Minor Mineral which the applicant :
 intends to mine
- (7) Period for which the lease is required :

- (8) Approximate quantity of minor mineral :
 expected to be raised during the first
 year

(9) Manner in which the minor mineral raised is to be utilized
 (a) For Stone Crusher (b) For Open Sale
 (c) any other purpose

In case of any other purpose, the purpose in connection with which it is required should be specified clearly.

(10) A description illustrated by a site plan (in triplicate) showing the situation, boundaries and area of the land in respect of which the lease is required. The location of the area should be shown by permanent physical features i.e. Road, Tanks, National Highway, State Highway, Village/Town, Water Supply Schemes and Bridges etc. indicating their distances from the applied area.

(11) A statement showing the areas applied/granted within the jurisdiction of the Government –
 (i) already held by me/us in my/our name/names (and jointly with others) under quarrying leases specifying the names of minor minerals.
 (ii) Already applied for but not yet granted and
 (iii) Applied for simultaneously or being applied for in other districts of this State is appended

(12) In case of renewal, whether renewal is applied for the whole or part of the lease held

(13) Means by which the minor mineral is to be raised i.e. by hand labour or mechanical or electric power.

(14) Any other particulars which the applicant wishes to furnish

SCHEDULE

Description of the area applied for

(1) Name _____
 (a) Village/Town _____
 (b) Post Office _____
 (c) Tehsil _____
 (d) District _____ Himachal Pradesh.

(2) The case of Forest Land:
 (a) Name of the range _____ sub-range _____
 (b) Working circle _____.

(3) Detail of area applied for mining lease:

a) Khasra number _____ b) Mauza/Mohal _____ c) Area in Hectares _____

(The revenue record should be annexed in original)

(4) Full description of the area applied for with regard to its natural features:

Yours faithfully,

Place: _____

Date: _____

(Signature of applicant)

N.B.: Note- (I) No application will be held to be complete for purposes of priority unless it furnishes correctly. All the particulars required and properly signed and stamped.
 (II) If the application is signed by an authorised agent of the applicant, power of attorney should be attached.

FORM-D
[See rule 8(3)]

RECIPE OF APPLICATION FOR MINING LEASE OR RENEWALS

GOVERNMENT OF HIMACHAL PRADESH

Serial No. _____

Dated: _____

Received the application with the following enclosures for a mining lease/ renewal
of mining lease from Shri/Sarvshri _____ on _____
of land located in Village/forest block, range _____ Hects. _____ Tehsil
District _____ for mining _____
[name of minor mineral(s)].

Place: _____
Dated _____

(State Geologist)
Himachal Pradesh

Enclosures.

FORM-E
(See rule 11)

MINING LEASE REGISTER

1. Serial number
2. Name and address of the applicant
3. Situation and boundaries of the land
4. The mineral under mining lease
5. The total area
6. Date of execution of the lease
7. Period for which granted, renewed or extended
8. Date of transfer of the lease, if any, and the names of the parties thereto
9. Date of expiry or relinquishment or cancellation
10. Signature of the officer, in charge, in token of attestation

FORM 'F'
 [See rule 17(3)]

FORM OF MINING LEASE DEED FOR MINOR MINERALS

This indenture is made on this _____ day of _____ between the Governor, Himachal Pradesh, acting through _____ (hereinafter referred to as the 'Government' which expression shall where the context so admits, include the successors and assignees) of the one part and

When the lessee is an individual _____ (Name of person with address and occupation) (hereinafter referred to as the 'Lessee' which expression shall where the context so admits, include heirs, executors, administrators, representatives and permitted assignees)

When the lessees are more than one individual _____ (Name of person with address and occupation) and other part _____ (Name of person with address and occupation) (hereinafter referred to as the 'Lessee' which expression shall where the context so admits, include heirs, executors, administrators, representatives and permitted assignees)

When the lessees is a registered firm All carrying on business in partnership at _____ (address of the firm under the name and style person with address and occupation) (hereinafter referred to as the 'Lessee' which expression shall where the context so admits, include heirs, executors, administrators, representatives and permitted assignees)

When the lessee is a registered company _____ (Name of the Company) A Company incorporated under the Companies Act, 2013 through duly authorized by the Company and having its registered office at _____ (Address) (hereinafter referred to as the 'Lessee' which expression shall where the context so admits, include heirs, executors, administrators, representatives and permitted assignees) of the other part.

WHEREAS the Lessee has applied to the Government in accordance with the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015 (hereinafter referred to as the 'said Rules') for a mining lease for _____ in respect of the lands hereinafter described in Clause (b) and has deposited with the Government the sum of Rs. _____ as security. (And whereas the lessee is in possession of a valid Certificate of Approval); and

Now, therefore, this deed witnesseth and the parties hereto hereby agree as follows:-

- 1.(a) In consideration of the rents and royalties, covenant and agreement hereinafter contained and on the part of the lessee to be paid, observed and performed, the Government hereby

grants and demises unto the lessee all those mines/beds/veins/seams of _____ (hereinafter referred to as the 'said minor minerals') situated, lying and being in or under the lands which are referred to in clause (b) together with the liabilities, powers and privileges to be executed or enjoyed in connection herewith which are hereinafter mentioned in Part-I subject to the restrictions and conditions and to exercise and enjoyment of such liberties, powers and privileges which are hereinafter mentioned in Part-II and subject to other provisions of this lease.

(b) The area of the said lands is as follows:

All that tract of land situated at Village/Mauza/Mohal _____ in Tehsil _____, District _____, H.P. bearing Khasra Numbers _____ containing an area of _____ or thereabouts delineated on the revenue map (Tatima) or site plan hereto annexed and bounded as follows:

On the North by _____

On the South by _____

On the East by _____

On the West by _____
(hereinafter referred to as the 'said lands' or 'leased area').

(c) The lessee shall hold the premises hereby granted and demised from the _____ day of _____, _____ for the term of _____ years thence next ensuing.

PART - I

LIBERTIES POWERS AND PRIVILEGES TO BE EXERCISED AND ENJOYED BY THE LESSEE (S)

The following liberties, powers and privileges may be exercised and enjoyed by the lessee(s) subject to the other provisions of this lease deed:-

1. **To enter upon land and search for win, work etc:** Liberties and power at all times during the term hereby demised to enter upon the said lands and to search for mine, bore, dig, drill for win work, dress, process, convert, carry away and dispose of the said minor minerals.
2. **To sink drive and make pit, shaft and inclines etc.:** Liberty and power 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, airways and other works (and to use, maintain, deepen or extend any existing works of the like nature in the said lands).
1. **To bring and use machinery, equipments:** 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 engine, machinery, plant, dressing floors, furnaces, coke ovens, brick kilns, workshops, store-houses-banglows, godowns, shed and other buildings and other works and conveniences of 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 streams, water course, springs or other source in or upon the said lands and to divert, step up or dam any such stream or watercourse and collect or impound any such water and to make, construct and maintain any water-course, cultivated land, village buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs:
Provided that the lessee shall not interfere with navigation in any navigable stream nor shall divert such stream without the previous written permission of the Government.
5. **To fell undergrowth and utilize timber and trees, etc.:** Liberty and power for or in connection with any of the purposes mentioned in this lease deed, to clear undergrowth and brush-wood. Lessee shall not fell any trees or timber standing or found on the said lands without obtaining prior permission in writing from the concerned Competent Authority in case of the forest area as per requirement of the Forest Conservation Act, 1980.
6. **To get building and road materials, etc.:** Liberty and power for or in connection with any of the purposes, mentioned in this lease deed, to quarry and get stones, gravel and other building and road materials and ordinary clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such material, bricks, tiles.
7. **To use land for stacking purpose:** Liberty and power to enter upon and use a sufficient part of the surface of the said lands for the purposes of stacking, storing or depositing therein any produce of the mines and works carried on and tools, equipment and other materials needed for mining operations.

PART-II

RESTRICTIONS AS TO THE EXERCISE OF THE LIBERTIES BY THE LESSEE

The liberties, powers and privileges granted under Part-I, are subject to the following restrictions and subject to the other provisions of this lease deed:-

1. **No mining operations within the limit of public works etc.:** The lessee shall not carry on, or allowed to carried on any mining operation at any point with in a distance of 100 (hundred) metres from any railway line except under and in accordance with the previous written permission of the Railway Administration, two kilometres from the limits of Municipal Corporation/Committee, one kilometre from the limit of Nagar Panchayat or 100 (hundred) metres from National Highway/Express way or 25 (twenty five) metres from State Highway or 10 (ten) metres from other roads or 50 (fifty) metres from any reservoir, canal or buildings or inhabited sites except under and in accordance with the previous permission of the Competent Authority. The Railway Administration or the Joint Inspection Committee may in granting such permissions, impose such conditions as may deem fit.
2. **Notice for surface operation in land not already in use:** Before using for surface operations on any land which has not already been used for such operation, the lessee shall give to the Director of Industries, Himachal Pradesh and the Mining Officer, two calendar months, previous notice in writing, specifying the situation and the extent of the land proposed to be so used and the purpose for which the same is required.

3. **Not to use the land for other purposes:** The lessee shall not cultivate or use the land for purposes other than those specified in the lease deed.
4. **Use of Mechanical Excavator for Mining:** The mechanical mining in river/stream bed shall be undertaken only with the help of tyre mounted front end loader upto 80 Horse Power without backhoe with the permission of the Director of Industries.
5. **Mining Plan:** The lessee(s) shall carryout mining operation in accordance with the approved mining plan.

PART – III

COVENANTS OF THE LESSEE

The lessee hereby covenant(s) with the Government as follows:-

1. **Rate of Royalty:**
 - (a) The lessee shall pay royalty on the quantity of the said minor mineral removed from the leased area in advance at the rate specified in the Second Schedule. However, as and when the limestone is supplied by the lessee to the Industries other than lime-kiln, royalty shall be paid by the lessee for limestone as major mineral, whichever is more.
 - (b) **Mode of determination of sale price at the pit's mouth:** The sale price of the minor minerals at the pit's mouth shall be the current market price for the mineral of the same grade less-
 - (i) Transport charges from the mine head to the nearest rail head;
 - (ii) Railway freight from the rail head to the market; and
 - (iii) Estimated handling charges and other incidental expenditure not exceeding five percent of the market price.
 - (c) For calculating the royalty, the lessee shall submit by the 10th of every month to the Mining office, a return in **Form-'G'** giving the total quantity of minor mineral(s) raised and despatched from the leased area in the preceding calendar month and its value and in case of mineral based industry the monthly electricity consumption bill and other requisite details also. If the lessee does not deposit royalty due for the preceding month by 10th of month, 24% per annum simple interest will be charged for the default period after 10th of month.
2. **Surface Rent:** - The lessee shall pay for the surface area occupied by him, surface rent at the rate of Rs. _____ per hectare per annum in two half yearly installments. No surface rent shall be charged in the private lands.
3. **Dead Rent:** - The lessee shall also pay for every year, yearly dead rent at the rate of Rupees _____ per hectare per annum:
Provided that the lessee shall be liable to pay the dead rent or royalty in respect of each mineral, whichever be higher but not both.
4. **Working of newly discovered minerals:** If any minor mineral, not specified in the lease, is discovered in the leased area, the lessee shall report the discovery without delay to the Government and shall not win or dispose of such minor mineral without obtaining a lease therefore. If he fails to apply for such a lease within 6 months from the discovery of the minor mineral, the Government or the authorized officer may give the lease in respect of such mineral to any other person.

5. **To commence mining operations within one year and carry them on properly:** Unless the Government for sufficient cause permits otherwise, the lessee shall commence mining operations within one year, from the date of execution of the lease deed and shall thereafter conduct such operations in a proper, skilful and workman like manner.

EXPLANATION: For the purpose of this clause 'Mining Operation' shall include the erection of machinery, laying of a tramway or construction of a road in connection with the working of the mine.

6. **To erect and maintain Boundary Pillars, etc.:** The lessee shall, at his own expense, erect and at all times maintain and keep in good repairs boundary marks and pillars according to the revenue map annexed to the lease.

7. **Accounts:** The lessee shall keep correct accounts showing the quantity and other particulars of all minerals obtained from the mines and the number of persons employed therein and a complete plan of the mine and shall allow any officer authorized by the Himachal Pradesh Government or the Central Government in that behalf to examine at any time any accounts and records maintained by him, and shall furnish to the Himachal Pradesh Government or the Central Government with such information and returns as it may require.

8. **To allow facilities to other lessees, etc.:** The lessee shall allow existing and future licensees or lease holders/contractors of any land which is comprised in or adjoins or is reached by the land, held by the lessee, reasonable facilities for access thereto.

9. **To allow entry to Officers:** The lessee shall allow any officer authorized by the Himachal Pradesh Government and the Central Government to enter upon any building, excavation or land comprised in the lease for the purpose of inspecting the mines.

10. **Returns - The lessee shall,-**

- (a) for calculating the royalty the lessee shall submit by the 10th of every month to the Mining office, a return in **Form-'G'** giving the total quantity of minor mineral(s) raised and despatched from the leased area in the preceding calendar month and its value and in case of mineral based industry the monthly electricity consumption bill and other requisite details also. If the lessee does not deposit royalty due for the preceding month by 10th of month, 24% per annum interest will be charged for the default period after 10th of month.
- (b) The lessee shall also furnish by the 15th April, every year to the Director and other Officer(s) specified in the lease deed, a statement giving information in **Form-'H'** regarding quantity and value of minor mineral(s) obtained during the last financial year, average number of regular labourers employed (men and women separately), number of accidents, compensation paid and number of days worked and wages paid to them separately.

11. **To strengthen and support the mines:** The lessee shall strengthen and support to the satisfaction of the State Government, any part of the mine which in its opinion, requires such strengthening or support for the safety of any railway, bridge, national highway, reservoir, tank, canal, road or any other public work or buildings.

12. **Information for using explosive:** The lessee shall immediately give an information in **Form-'I'** for use of explosive as soon as-

- (a) the workings in the mine extends below superjacent ground;
- (b) the depth of any open cast excavation measured from its highest to

the lowest point reaches six metres;

- (c) the number of persons employed on any day is more than 50(fifty); and
- (d) the explosives which are used.

13. Maintenance of Sanitary conditions: The lessee shall maintain sanitary conditions in the area held in by him under the lease.

14. To pay compensation for damage and indemnify the Government: 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.

15. Abiding by rules: The lessee shall abide by all existing Laws (Acts) and Rules made thereunder enforced by the Government of India or the Himachal Pradesh Government and all such other Laws (Acts) or Rules as may be enforced from time to time in respect of working of the mine and other matters affecting safety, health and convenience of the employees of the lessee or of the public.

16. To report accident: The lessee shall without delay report to the Deputy Commissioner of the District concerned and the Mining Officer or any other officer authorized by him, any accident which may occur at or in the leased area.

17. Delivery of possession of Land and Mines on the surrender or sooner determination of the lease: At the end or sooner determination or surrender of the lease, the lessee shall deliver up the said lands 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.

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

19. To secure pits, shafts, not fill them up: The lessee shall well and properly secure pits and shafts and will not without permission in writing willfully close, fill up or chock any mine or shafts.

20. Not to enter upon or to commence operations in the forest land: The lessee shall not enter upon or commence any mining operations in forest land comprised

in the leased area except after previously obtaining permission in writing of the Competent Authority.

21. **To respect water rights and not injure adjoining property:** The lessee shall not injure or cause to deteriorate any sources of water, power or water supply and shall not in any other way render any spring or stream of water unfit to be used or do anything to injure adjoining land, villages or houses.
22. **Stocks lying at the end of the lease:** The lessee shall on the termination or sooner determination of the lease remove all extracted minerals from the premises of the leased areas within three months and thereafter all extracted minerals in the said lands left over indisposed, after the termination or determination of lease shall be deemed to be property of the Government.
23. **Payment of Taxes:** The lessee shall duly and regularly pay to the appropriate authority all taxes, cesses and local dues in respect of the leased area.

PART-IV

RIGHTS OF THE STATE GOVERNMENT

1. **Premature Termination of Lease:** Where the State Government is of the opinion that it is expedient in the interest of regulation of mines and mineral development, preservation of natural environment, control of floods, prevention of pollution or to avoid danger to public health or communication or to ensure safety of building, monuments or other structures or for such other purposes, as the State Government may deem fit, it may, by an order, in respect of any minor mineral, make premature termination of mining lease with respect to the area or any part thereof covered by such lease:

Provided that no order making a premature termination of a mining lease shall be, made except after giving the holder of the lease a reasonable opportunity of being heard.

2. **The Government may determine the lease:** The Government shall have the right to determine the lease after serving a notice on the lessee to pay the dues within 30 (thirty) days from the date of receipt of the notice. If the dead rent or royalty or surface rent reserved or made payable by the lessee is not paid within 15 (fifteen) days next after the date fixed in the lease for payment of the same, Government or any other officer authorized by it in this behalf may also at any time after serving the aforesaid notice, enter upon the said premises and distrains all or any of the minerals or movable property therein and may carry away, detain or order the sale of the property so distrained, or so much of it as will suffice for the satisfaction of the rent or royalty due and all costs and expenses occasioned by the non-payment thereof.
3. **Determination of lease in public interest:** The Government may by giving 6 (six) months' prior notice in writing determine the lease if the Government consider that the area under the lease is required for establishing an industry beneficial to the public in case of Government land:

Provided that in the state of National Emergency or war the lease may be determined without giving such notice.

4. **Right of pre-emption:** The Government shall from time to time and at all times during the term of lease shall 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 lands hereby demised or elsewhere under the control of the lessee and the lessee shall deliver all minerals or products thereof to the Government at current market rates in such quantities and in the manner, at the place specified in the notice exercising the said right.

5. **Penalty for not allowing entry to Officers:** If the lessee or his transferee or assignee does not allow any entry or inspection under clause (9) of Part-III, the Government may cancel the lease and forfeit in whole or in part the security deposit paid by the lessee under rule 15 of the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015.
6. **Acquisition of land of third parties and compensation thereof:** In case the occupier or owner of a land in respect of which minor mineral rights vest in the Government refuses his consent to the exercise of the right and powers, reserved to the Government and demised to the lessees or contractors, as the case may be, the lessees or contractors shall report to the Government and shall deposit with it the amount offered as compensation and if the Government is satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee or contractor shall have deposited with it such further amount as the Government shall consider fair and reasonable the Government shall order the occupier to allow the lessee or contractor to enter the land and to carry out such operations as may be necessary for the purposes. In assessing the amount of such compensation, the Government shall be guided by the principles of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (Act No. 30 of 2013).

PART-V

GENERAL

1. **Cancellation:** The lease shall be liable to be cancelled by the Government if the lessee ceases to work the mine for a continued period of six months without obtaining written sanction of the Competent Authority.
2. **Notices:** Every notice by these presents required to be given to the lessee shall be given in writing to such person resident on the said lands as the lessee may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee by registered post addressed to the lessee at the address recorded in this lease or at such other address in India as the lessee may from time to time in writing to the Government designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the lessee and shall not be questioned or challenged by him/them.
3. **Recovery:** Without prejudice to any other mode of recovery authorized by any provision of this lease or by any law, all amounts, falling due hereunder against the lessee may be recovered as arrears of land revenue under the law in force for such recovery.
4. **Forfeiture of property:** The lessee should remove his property lying on the said lands within three months after the expiry or sooner determination of the lease or after the date from which any surrender by the lessee of the said lands under rule 22 of Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015 becomes effective, as the case may be. The property left after the aforesaid period of three months shall vest in the Government free

from all encumbrances and may be sold or disposed of in such manner as the Government, shall deem fit without liability to pay compensation therefore, to the lessee.

5. Security and forfeiture thereof:

- (a) The Government may forfeit the whole or any part of the security amount of Rs. _____ deposited by the lessee on breach of any covenant to be performed by the lessee under this lease deed.
- (b) The rights conferred by this clause shall be without prejudice to the rights conferred on the State Government by any other provision or this lease or by any law.
- (c) On such date as the Government may appoint within twelve calendar months after the expiry of this lease the amount of security deposit paid in respect of this lease shall be refunded to the lessee in case there is no violation of terms & conditions of this lease deed. No interest shall run on the security deposit.

6. Survey and demarcation of the area: When a mining lease is granted by the Government, arrangements shall be made, if necessary, at the expense of the lessee, for the survey and demarcation of the area granted under the lease. The lessee shall have to bear actual expenses of the staff deputed for the work. Actual expense will include traveling allowances and daily allowances and salary of staff plus 10 percent as instruments charges.

7. Rights of lessee to determine the lease: The lessee may determine the lease at any time by giving not less than six calendar months notice in writing to the Government after paying all outstanding dues of the Government.

8. Applicability of rules: The lessee shall work according to Mines and Minerals (Development & Regulation) Act, 1957, the Metalliferous Mines Regulation, 1960, Mines Act, 1952, Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015, Himachal Pradesh Minor Mineral Policy, 2013 including other rule of law applicable from time to time. The contravention of any provisions of Act or its sub-ordinate legislation shall amount to cancellation of contract.

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

For and on behalf of the lessee

For and on behalf of the
Governor, Himachal Pradesh

Witnesses:

1. _____

1. _____

2. _____

2. _____

FORM-G

[See rule 19(1)(b)& 23(7)]

MONTHLY RETURN FOR THE MONTH OF _____

1. Name and address of lease holder:
2. Location of the mine:
 - a) Village
 - b) Tehsil
 - c) District
3. Name of minor mineral(s) worked.
4. Average number of persons employed daily:

| (a) Male | (b) Female | (c) Total |
|----------|------------|-----------|
|----------|------------|-----------|
5. Average number of days worked
6. Detail of Production & royalty
 - (a) Name of mineral(s).
 - (b) Closing stock brought forward from the previous month (tonnes).
 - (c) Production during the month (tonnes).
 - (d) Despatches during the month (in tonnes):
 - (e) Total Stock (tonnes)-(b+c)
 - (f) Closing stock (tonnes)-(e-d).
 - (g) Detail of royalty
 - i) Royalty due
 - ii) Royalty paid
 - iii) Royalty balance
 - (h) Remarks

N.B.(1) Please furnish on the reverse of this form reason for rise or fall in production, despatches and labour employed etc. as compared with previous month.

Signature of the lessee or his authorised agent.

Date _____

FORM-H
 [See rule 19(1)(c)]

**ANNUAL STATEMENT OF MINOR MINERAL OBTAINED, LABOURERS EMPLOYED ETC.
 FOR THE FINANCIAL YEAR ENDING _____**

1. Name & Address of the lessee _____

2. Area of lease _____

Village _____

Tehsil _____

District _____

3. Name of the minor mineral(s) worked

4. Production in M.T.

5. Value

6. Average daily number of labourers, days worked and wages paid:

(Number) (Wages paid)

Male

Female

7. Dues Paid

(a) Royalty/dead rent (b) Surface rent

8. Any outstanding amount, if any.

9. Remarks

Dated: _____

Signature of the lessee or his authorised agent.

This return is to be submitted by the 15th April of each year for the preceding financial year i.e. from first of April to 31st March, to the Director of Industries and Mining Officer concerned.

FORM-'I'
 [See rule 19(12)]

INFORMATION FOR USING EXPLOSIVES

1. Name & Address of the lessee _____
2. Area of lease _____
 Village _____
 Tehsil _____
 District _____
3. Name of the minor mineral(s) worked
4. Date when work has first started.
5. (a) Name and postal address of present owner(s)
 (b) Name and postal address of agent, if any
6. (a) Name and postal address of Manager, if any
 (b) His age
 (c) His qualification
 (d) His experience in mining
7. Whether workings are likely to be extended below superjacent ground.
8. (a) Maximum depth of open cast excavation measured from its lowest point
 (b) Date when depth first exceeded six metres
9. (a) Nature, amount and kind of explosives used, if any
 (b) Date when explosives were first used
10. Date(s) on which the number of persons employed on any day exceeded 50.

Dated

Signature of Owner/ Agent /Manager.

To be sent to-

- (1) The Chief Inspector of Mines, Government of India, Dhanbad (ER).
- (2) The Director, Indian Bureau of Mines, Government of India, Nagpur.
- (3) The District Magistrate of the district where the mine is situated.
- (4) The Director of Industries, Himachal Pradesh, Shimla-I.
- (5) The Mining Officer concerned.

FORM-'J'

[See rule 21(3)]

Form for Transfer of Mining Lease

When the transferor is an individual..... This indenture is 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 transferors are more than one individual.....(Name of person with address and
 occupation) and(Name of person with address and occupation) (hereinafter
 referred to as the "transferor" which expression shall where the context so admits be deemed to
 include their respective heirs, executors, administrators, representatives and permitted assigns).
 When the transferor is a registered firm.....(Name of the person with 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(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 incorporated
 under the Companies Act, 2013 through duly authorised by the Company and having its
 registered office at..... (Address) (hereinafter referred to as the "transferor" which expression
 shall where the context so admits be deemed to include its successors and permitted assigns) of
 the first part.

And

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

When the transferees are more than one individual.....(Name of the person with address and
 occupation) and(Name of person with address and occupation)(hereinafter referred to as
 the "transferee" which expression shall where the context so admits be deemed to include their
 respective heirs, executors, administrators, representatives and 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 (9 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 the 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 through (hereinafter referred to as the 'State Government' which
 expression shall where the context so admits be deemed to include the successors and assigns)
 of the third part.

Whereas by virtues of an indenture of lease dated the and registered as No.
on (date) in the office of the Sub-registrar of (place)
 (hereinafter referred to as lessee) 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 mines and minerals in respect of.....(Name of mineral/s) in the lands described in Schedule thereto and also in Schedule annexed hereto for the term and subject to the payment of the rents and royalties and observance and performance of the lessee's covenant and conditions in the said deed of lease reserved and contained including a covenant not to assign the lease or any interest thereunder 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 the transferor, granted (with the prior approval of the State Government) permission to the transferor vide order No.....dated to such a transfer and assignment of the lease upon the condition of the transferees entering into an agreement is and containing the terms and conditions hereinafter setforth.

Now this Deed Witnesseth as follows:

1. The transferee hereby covenants with the State Government that from and after the transfer and assignment of the lease the transferee shall be bound by, and be liable to perform, observe and conform and be subject to all the provisions of all the covenants, stipulations and conditions contained in said hereinbefore recited lease in the same manner in all respects as if the lease had been granted to the transferee as the lessee thereunder and he had originally executed it as such.
2. 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 in the State Government.
 - (ii) The transferor hereby declares that he has not assigned, sublet, mortgaged or in any other manner transferred the mining lease now being transferred and that no other person or persons has any right, title or interest where under in the present mining lease being transferred.
 - (iii) The transferor further declares that he has not entered into or made any Agreements, contract or understanding whereby he had 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 transferee hereby declares that he/she has accepted all the conditions and liabilities which the transferor was having in respect of such mining lease.
 - (v) The transferee further declares that he is financially capable of and will directly undertake mining operations.
 - (vi) The transferee further declares that he has filed an affidavit stating that he has filed up-to-date Income Tax returns.
 - (vii) The transferor has supplied to the transferee the original or certified Copies of all plans of workings in the area.
 - (viii) The transferor has paid all the rent, royalties, and other dues towards Government till the date, in respect of this lease.

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

SCHEDULE

Location and area of the lease

All that tract of lands situated at
(Description of area or areas) in (Pargana) in
.....the Registration Distt..... Sub
District.....and Thana.....bearing Cadastral Survey
Nos..... containing an area ofor thereabout
delineated on the plan hereto annexed and thereon coloured
and bounded as follows:-

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

Signed by
for and on behalf of the Governor of Himachal Pradesh in the presence of
witnesses

1.

2.

Signature of transferor in the presence of witnesses

1.

2.

Signature of transferee in the presence of witnesses

1.

2.

FORM 'K'

[See rule 23(4), 26(8) & 27(9)]

AGREEMENT DEED

THIS INDENTURE is made on this _____ day of _____ between the Governor of Himachal Pradesh through _____ Himachal Pradesh (hereinafter referred to as the 'Government' which expression shall where the context so admits be deemed to include the successors and assignees) of the one part, and

WHEN THE CONTRACTOR IS
AN INDIVIDUAL _____ (Name of the person
with address and occupation) _____

[Hereinafter referred to as the contractor(s) which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators and representatives].

WHEN THE CONTRACTOR IS
A REGISTERED FIRM _____ (Name and address of the
partner) son of _____ of _____ all carrying on business in partnership
under the firm name and style through duly
authorized by the firm, _____ (name of the
firm) registered under the Indian Partnership Act,
1932 (9 of 1932) and having their registered
office at _____ in the town of _____

[Hereinafter referred to as for
the contractor (s), which expression where the
context so admits be deemed to include all the
said partners their respective heirs,
executors, legal representatives and permitted
assignees].

WHEN THE CONTRACTOR
IS A REGISTERED
COMPANY _____ (Name of the Company) A
Company incorporated under the Companies Act,
2013 through duly authorized by the
Company and having its registered office at
_____ (Address) (hereinafter referred to as
the 'Contractor' which expression shall where the
context so admits, include heirs, executors,
administrators, representatives and permitted
assignees) of the other part.

WHEREAS THE bid/tender amount of Rs. _____ (Rupees _____) of the Contractor(s) offered on _____ at _____ (name of the place) in accordance with the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015 (hereinafter referred to as the 'said rules') for the extraction of _____ (name of the minor mineral) has been accepted by the Government for contract for _____ years from _____ to _____ in respect of the lands described in Part I of the Addendum hereunder written and has/have deposited with the State Government a sum of Rs. _____ (Rupees _____) as security for the due fulfillment of the covenants herein contained. The Government is empowered to deduct from such security money any sum which may be due from the Contractor (s) whether in respect of the contract money or other sum payable to Government by him hereunder.

If not confiscated under the provisions of this contract the security money or such balance thereof and may be left after making the deductions above-mentioned will be returned to the Contractor(s) after the expiry of the term of this contract and after the Government have satisfied itself that the term of this contract have been duly and faithfully carried out by the Contractor(s).

Witness that in consideration of the contract money, covenants and agreements by and in these presents and the Addendum hereunder written reserved and contained and on the part of the contractor(s) to be paid, observed and performed, the Government hereby grants and demises unto the contractor(s).

All those the mines, beds veins, seams of _____ (hereinafter and in the Addendum referred to as the said minerals) situated, lying and being in or under the lands which are referred to in Part I of the said Addendum, together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith subject to the restriction and conditions as to the exercise and enjoyment of such liberties, powers and privileges EXCEPT and reserving out of this demise unto the Government the liberties, powers and privileges mentioned in the said rules.

TO HOLD the premises granted and demised unto the contractor (s) from the _____ day of _____ 20 _____ for a term of _____ years.

AND the contractor(s) hereby covenant(s) with the Government and the Government hereby covenants with the contractor(s) as is expressed in the said rules.

AND it is hereby MUTUALLY AGREED between the parties hereto as in Part III of the said Addendum is expressed.

ADDENDUM

PART-I

LOCATION AND DESCRIPTION OF THE AREA OF THE MINE

For the purpose of mining, the tract or land situated in Village _____ in Tehsil _____ in the District of _____ and bearing Khasra Nos. _____ containing an area of _____ delineated on the revenue map (Tatima)/ Site Plan hereto annexed, (hereinafter referred to as the 'said lands').

PART-II

AMOUNT AND MODE OF PAYMENT OF CONTRACT MONEY

(1) The contractor(s) shall/will during the subsistence of the contract pay to the Government contract money mentioned below in respect of _____ (Name of the quarry) given to him/them on contract for a period of _____ years from _____ to _____ No. of installments Amount.. The date on which installment to be paid

COURSE OF ACTION IF CONTRACT MONEY IS NOT PAID IN TIME

(2) Should any installment of contract money due to the Government under the terms and conditions of these presents be not paid by the Contractor(s) within the prescribed time, the

same may be recovered on certificate in Form-'N' of such officer as may be specified by the Government by general or special order, in the same manner as the arrears of land revenue.

- (3) The Contractor(s) shall not remove from the mine site nor export the slates/minor minerals extracted from the mine until he has paid the installment of the contract money as laid down in clause (1) of this part.
- (4) (a) The Director of Industries/State Geologist/Mining Officer may at his discretion extend the period of payment of any particular installment on payment of interest at the rate of Rs. 12% per annum.
- (b) If the Contractor(s) fail(s) to pay any installment of contract money or any part thereof on the due date without permission of the competent authority in writing, they will be liable after the lapse of one week of grace at the discretion of the competent authority to pay as penalty at Rs. 24% per annum, which payment shall be realized from this security money here to aforementioned by the seizure and detention of his/their slates/minor minerals. If such failure extends to 30 days, the purchaser shall be liable to lose all claims to the slate/minor mineral quarry or slates/minor minerals, and to the retention by the Mining Officer, of all money already paid by the purchaser on their behalf under the terms of the agreement as liquidated damages and the Mining Officer, subject to the approval of the Competent Authority, may cancel the contract.

PART-III

GENERAL CONDITIONS:

- (1) **Discovery of other minerals:**
 - (a) The contractor shall report to State Government the discovery in the mine area of any mineral not specified in the contract within thirty days of such discovery;
 - (b) if any mineral not specified in the contract is discovered in the mine area, the contractor shall not win and dispose of such mineral unless the permission is obtained from the Competent Authority thereof.
- (2) **Foreign National not to be employed:**

Except with the prior approval of the State Government, the contractor shall not employ in connection with the mining operations any person who is not an Indian National.

- (3) **Erection and maintenance of boundary marks:**

The contractor shall at his own expense erect and at all times maintain and keep in good repair boundary marks and pillars necessary to indicate the demarcation shown in the plan annexed to the contract.

- (4) **Maintenance of correct accounts of minerals:**

The contractor shall keep correct accounts showing the quantity and other particulars of all minerals obtained and dispatched from the mine, giving mode of transport, registration number of vehicle, person in-charge of vehicle or animal and nature and quantity of minerals carried, the sale price, the number and nationality of persons employed therein, and complete plans of the mine, and shall allow any officer authorised by the Central or the State Government in this behalf to examine at any time any accounts, plans and records maintained by him and shall furnish to the Central Government or the State Government or any officer authorised by either, in this behalf, such information as may be required.

(5) **Maintenance of record of trenches, pits etc.:**

The contractor shall keep accurate records of all trenches, pits and drillings made by him in the course of mining operations carried on by him under the contract and shall allow any officer authorised by the Central or the State Government to inspect the same. Such records shall contain the following particulars, namely:

- a) the sub-soil and strata through which such trenches, pits or drillings pass;
- b) any mineral encountered;
- c) such other particulars as the Central or the State Government may, from time to time, require.

(6) **Restrictions:** The contractor shall not carry on or allowed to be carried on any mining operation at any point within a distance of 100 metres from any railway line except under and in accordance with the previous written permission of the Railway Administration or 100 metres from National Highway or 25 metres from State Highway or 10 metres from other roads or 50 metres from any reservoir, canal or buildings or inhabited sites except under and in accordance with the previous permission of the Competent Authority. The Railway Administration or the Joint Inspection Committee may in granting such permissions, impose such conditions as may deem fit.

(7) **Facilities for access:** (a) The Contractor shall allow existing and future licensees or lease holders or contractors of any land which is comprised in or adjoins or is reached by the land, held by the lessee, reasonable facilities for access thereto.

(b) The contractor shall allow any officer authorised by the Government or the Central Government to enter upon any building or land comprised in the lease for the purpose of inspecting the mines and to abide by such instruction which may be issued by the Inspecting Officers from time to time for scientific working and conservation of minerals:

Provided that if the contractor does not allow entry or inspection under clause-7(b) of Part-III, the Government may cancel the contract and forfeit in whole or in part the security deposit, paid by the contractor.

(8) **Safety of public utilities:** The contractor shall strengthen and support to the satisfaction of the Railway Administration or the State Government as the case may be, any part of the mine which in its opinion requires such strengthening or support for the safety of any railway, bridge, national highway, reservoir, tank, canal, road or any other public works or buildings;

(9) **Information for using of explosive:** The contractor shall immediately give an information in **Form-'I'** for use of explosive as soon as-

- (a) the workings in the mine extends below superjacent ground;
- (b) the depth of any open cast excavation measured from its highest to the lowest point reaches six metres;
- (c) the number of persons employed on any day is more than 50(fifty); and
- (d) the explosives which are used.

(10) **Expenses to be borne by the contractor:** When contract is granted by the Government arrangements shall be made, if necessary, at the expense of the contractor, for the survey and demarcation of the area granted under the contract. The contractor shall have to bear actual expenses of the staff deputed for the work. Actual expenses shall include travelling allowance, daily allowance and salary of the staff plus 10 percent as instruments charges.

PART-IV

CONTRACT MAY BE DETERMINED ON BREACH OF RULES, COVENANTS AND CONDITIONS THEREOF

- (1) If the Contractor(s) commits/commit a breach of any of the 'said rules' and any of the covenants/conditions of this contract, the Government may determine the contract, and forfeit the whole or part of the security deposit provided that the contractor(s) shall be given reasonable opportunity to explain the breach before the contract is determined.
- (2) If the contract is cancelled or determined under clause (1) above, the contractor(s) shall remain liable for the contract money due upto the time of such cancellation or sooner determination and the Government may re-auction/re-tender the 'said lands'.
- (3) **CONTRACTOR (S) TO REMOVE HIS/THEIR PROPERTIES ON THE EXPIRY OF THE CONTRACT**

The 'Contractor(s)' having first paid the contract money payable by virtue of these presents, may at the expiration or sooner determination of the said contract take down and remove his/their property etc. within three months, such as engines, machinery, plant, buildings, structures and other works, erections and conveniences which may have been created, set up or placed by the, Contractor(s)' in or upon the 'said lands'.

- (4) **FORFEITURE OF PROPERTY LEFT AFTER EXPIRATION OR SOONER DETERMINATION OF THE CONTRACT**

If at the end of the expiry or sooner determination of the said contract there shall remain in or upon the said lands any engines, machinery, plant, buildings, structures and other works, erections and conveniences or other property the same shall if not removed by the contractor(s) within three calendar month after NOTICE in writing requiring their removal has been given to the Contractor(s) by the Mining Officer be deemed to become the property of the Government and may be sold or disposed of in such manner as the Government shall deem fit without liability to pay any compensation to the contractor(s).

- (5) **Notices.** - Every notice by these present required to be given to the Contractor(s) shall be given in writing to such person resident on the said lands, as the Contractor(s) may appoint for the purpose of receiving such notices and if there shall have been no such appointment, then every such notice shall be sent to the Contractor(s) by registered post at the address recorded in this agreement or at such other address in India as the Contractor(s) may from time to time in writing to the Government designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the Contractor(s) and shall not be questioned or challenged by him/them.
- (6) That the Contractor(s) shall provide at the mine site two first aid boxes containing necessary medicines.
- (7) That the Contractor(s) shall carry out mining operation in accordance with the approved Mining Plan.
- (8) That the Contractor(s) shall make atleast three metres wide passage to the mine and shall maintain it in good condition.
- (9) That the Contractor(s) shall not employ any person below the age of 18.

- (10) That the Contractor(s) shall maintain record of employment of labour, production and use of explosives etc. and such other record, as may be specified by the Mining Officer concerned.
- (11) That in the event of the cancellation of this indenture under any terms and conditions of this contract, the Government hereby expressly reserve the right of re-auction or re-tendering of the quarry.
- (12) That the Contractor(s) holds/hold himself/themselves responsible for due observance, by himself or by his agents and servants of the terms and conditions of this indenture.
- (13) That the Contractor(s) will not be allowed to remove from the quarry site nor export the slates/minor minerals extracted from the quarry until he has paid the contract money in time as laid down in clause (1) of Part-II of this addendum
- (14) It is further agreed that this indenture is for the performance of acts in which the public are interested within the meaning of section 74 of the Indian Contract Act, 1872.

(15) ASSIGN, SUBLET OR TRANSFER OF THE CONTRACT

The Contractor(s) shall not assign, sublet or transfer the contract to any person without obtaining prior permission in writing from the Government.

(16) FENCING OF WORKING PLACE

If the working place is found to be unsafe all persons shall be withdraw by the Contractor(s) immediately from the dangerous area and all access to such working place except for the purpose of removing the danger or saving life shall be prevented by securely fencing the full width of all entrances to the place, at his/their own cost. The Contractor(s) and not the Government shall be liable to pay any compensation to the labour employed by the Contractor on contracted works under the Workman's Compensation Act, 1923.

(17) TO KEEP GOVERNMENT INDEMNIFIED FROM THIRD PARTY CLAIMS

The Contractor(s) shall keep the Government indemnified from any third party claim and shall settle such claim at his/their own accord.

(18) PAYMENT OF COMPENSATION TO LAND OWNERS

The Contractor(s) shall pay compensation of damage to the owner of the land wherefrom the minor minerals will be extracted/quarried, at the rate fixed by the Collector under the provisions of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013(30 of 2013).

(19) FELLING OF TREES

The Contractor(s) shall not fell or cut any tree, standing on the land wherein the quarry is located without obtaining prior permission in writing from the Competent Authority in respect of those tree(s).

(20) NOT TO CARRY ON SURFACE OPERATIONS IN PROHIBITED AREAS

The Contractor(s) shall not carry on surface operations in any area, prohibited by any Authority, without obtaining prior permission in writing from the concerned Authority.

(21) RESTRICTION ON MECHANICAL EXCAVATION IN RIVER OR STREAM BEDS

The mechanical mining in river/stream bed shall be undertaken only with the help of tyre mounted front end loader upto 80 Horse Power without backhoe with the permission of the Competent Authority i.e. Director of Industries.

(22) NOT TO ENTER AND WORK IN RESERVED AND PROTECTED FOREST AREAS

The Contractor(s) shall not enter and work in any forest land without obtaining prior permission in writing from the Competent Authority.

(23) APPLICATION OF ALL LAWS, RULES AND REGULATIONS TO THIS CONTRACT

This contract is subject to all laws, rules and regulations which may from time to time be issued by the government regulating the work of mines and other matters affecting the safety, health and convenience of contractor(s) employees or of the public, whether under the Indian Mines Act or otherwise.

(24) TO REPORT ACCIDENT

The Contractor(s) shall without delay send to the collector concerned and the Mining officer a report of any accident, causing loss of life or serious bodily injuries or seriously affecting or endangering life or property which may at any time occur at or in the said lands in the course of operations under this contract.

(25) TO SUBMIT REPORTS AND RETURNS

The contractor(s) shall furnish such reports and returns relating to production and other matters in Form-'G' appended to the said rules.

(26) PENALTY FOR DEFAULT

That in the event of breach of any of the terms or conditions of this contract by the Contractor(s) or servants, the contractor(s) in all these cases, shall be liable to pay a penalty as per the provisions of the said rules.

(27) In case of default in the due observance of the terms and conditions of the contract or in the payment of the contract money on the due date, the contract may be terminated by the Government or by any officer authorized by the Government in this behalf by giving one month's notice, with forfeiture of security deposit as also the installment, paid in advance, if any.

(28) TERMINATION OF THE CONTRACT BY STATE GOVERNMENT IN PUBLIC INTEREST

Where the State Government is of the opinion that it is expedient in the interest of regulation of mines and mineral development, preservation of natural environment, control of floods, prevention of pollution or to avoid danger to public health or communication or to ensure safety of building, monuments or other structures or for such other purposes, as the State Government may deem fit, it may, by an order, in respect of any minor mineral, make premature termination of mining lease with respect to the area or any part thereof covered by such contract:

Provided that in the State of National emergency or war the contract may be terminated without giving such notice.

(29) SECURITY DEPOSIT

The security deposited by the Contractor(s) shall be in the shape of fixed deposit receipt duly pledged in the name of a Competent Authority.

(30) DELIVERY OF THE POSSESSION OF THE MINE IN WORKABLE CONDITION

The Contractor(s) shall deliver the possession of the mine to the Mining Officer in a workable condition. In case he/they fill it with debris the debris shall be cleared at the cost of the contractor(s) and the amount so spent, shall be deducted from his/their security deposit.

(31) STATE GOVERNMENT NOT RESPONSIBLE FOR LOSS TO THE CONTRACTOR(S)

The Government shall not be responsible for any kind of loss to the contractor(s).

(32) STAMP DUTY AND REGISTRATION CHARGES

The stamp duty or registration charges, if any, on this indenture shall be borne by the Contractor.

IN WITNESS WHERE OF Shri _____ Son of _____ caste _____
 _____ of Village _____ Tehsil _____ District _____
 Himachal Pradesh _____
 (Contractor)

AND _____ to the Himachal Pradesh Government for and on behalf of the Governor of Himachal Pradesh have signed these presents in token of acceptance of terms thereof on the day and the year first written above.

(When the Contractor is a registered firm)

IN WITNESS WHERE OF Shri _____ Son of _____ caste _____
 Village _____ Tehsil _____ District _____ a
 partner of, and acting for and on behalf of the firm carrying on business in partnership under the Firm and style of _____ (Name of firm) registered under the Indian Partnership Act, 1932, AND _____ to the Himachal Pradesh Government _____
 Department for and on behalf of the Governor of Himachal Pradesh and acting under his authority, have signed these presents, in token of acceptance of terms thereof on the day and the year written above.

(When the Contractor is a registered company)

IN WITNESS WHERE OF Shri _____ son of _____ Caste _____
 _____ Village _____ Tehsil _____ District _____
 _____ for and on behalf of the Company registered under
 the name and style of _____ and duly authorized in this behalf or under

the statute incorporating the said Company, AND _____ to the Himachal
Pradesh Government _____ Department, acting for and on behalf of the Governor
of Himachal Pradesh, have signed these presents in token of terms thereof on the day the year first
written above.

Signed by

For and on behalf of the
Governor of Himachal Pradesh.
Address.....

.....

(Contractor)

For and on behalf of

.....

Witness (1).....

Address.....

.....

Witness (2)

Address.....

.....

(Name of the firm or Company

Address.....

.....

FORM-'L'
 [See rule 30]

FORM FOR PERMITS

No. _____

Dated:

Whereas Sh. _____, S/o Sh. _____, Village _____, P.O. _____, Tehsil _____, District _____, H.P. has/have applied for a permit for excavation and removal of _____ M.T. of _____ from khasra number _____ Mauza _____ Tehsil _____ District _____ measuring an area _____ Hect./Bighas under Rule 29 of Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015 paid an application fee (_____) and have also paid royalty in advance amounting to Rs. _____ and security of Rs. _____ . The permission is hereby granted for removal of _____ of _____ M.T. from the aforesaid khasra number and area subject to the conditions given below:

The permit shall be valid upto _____.

Copy to:

(i) State Geologist, H.P. Shimla-2.
 (ii) Shri _____

Director or authorized officer
 Department of Industries,
 Himachal Pradesh

CONDITIONS

1. The holder of permit shall keep the Government indemnified from any third party claim and shall settle such claim at his own, as soon as it arises.
2. The holder of the permit shall excavate the minor mineral in such a manner as not to disturb or damage any road, public ways, buildings, premises of public grounds.
3. The holder of the permit shall on expiry of the permit either fill up the excavation or suitably fence it for safety as instructed by the Director or Mining Officer concerned.
4. The holder of the permit shall pay in advance compensation of damage to the owner of the land where from the minor minerals will be extracted/quarried at the rate, fixed by the Collector under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013(30 of 2013).
5. The holder of the permit shall not fell any tree without obtaining prior permission in writing from the Competent Authority in respect of forest areas as well from other areas.
6. The permit holder shall not carry on surface operation in any area prohibited by any authority, without obtaining prior permission in writing from the concerned authority.
7. The permit holder shall report immediately all accidents to the Deputy Commissioner and Mining Officer, concerned.
8. The depth of mining in the river bed shall not exceed one metre or water level whichever is less:

Provided that where the Joint Inspection Committee certifies about excessive deposition or over accumulation of minerals in certain reaches requiring channelization, it can go upto two meters on defined reaches of the river.

9. On expiry or sooner cancellation of the permit, the quarries, materials lying on the end from which they are extracted, shall become the absolute property of the Government.
10. In case of default, the security deposited by him, shall stand forfeited to the Government.
11. The mechanical mining in river/stream bed shall be undertaken only with the help of tyre mounted front end loader upto 80 Horse Power without backhoe with the permission of the Competent Authority i.e. Director of Industries.
12. Any Other condition, imposed by the granting authority.

FORM-'M'
 [see rule 35]

FORM FOR THE MINING PLAN

INTRODUCTION

1. General:

1.1. Name and address of the applicant:-
 Name of the applicant
 Address of the applicant
 P.O.....
 Tehsil
 District.....
 Pin.....
 Phone
 Email.....

1.2. Status of the applicant
 (Private individual/Private Company or any other):

1.3. Minerals which applicant intends to mine:

1.4. Period for which mining lease/ contract is granted
 Reference of Letter of Intent (photocopy to be annexed).

1.5. Name and address of the Registered Qualified Person (herein after referred to as ('RQP') preparing Mining Plan:
 Address of the RQP.....
 Name.....
 Village.....
 P. O.....
 Tehsil.....
 District.....
 Pin.....
 Phone.....
 E-mail.....
 Registration No. of RQP
 Valid upto

1.6. Name and address of the prospecting agency.....
 Name.....
 Village.....
 P. O.....
 Tehsil.....
 District.....
 Pin.....
 Phone.....
 Email.....

2. Location and approach of the area (Location Map to be annexed).

2.1. Toposheet Number,
 Latitude and longitude of the area.....
 Location map of the area

2.2. Location details of the area
 2.2.a Detail of the area, Revenue record to be appended in the following format:-

| Sr. No. | Detail of Area | | | | | |
|---------|----------------|------|-------|------|-------|-----------|
| | Khasra number | Area | Owner | Kism | Mauza | Panchayat |
| 1 | | | | | | |
| 2 | | | | | | |

Address Details

Village.....

Patwar Circle.....

P.O.....

Tehsil.....

District.....

1.3. Sub- Division Office (Civil).....

Sub Division Office (Forest)..... Range office

Sub Division Office (IPH).....

Sub Division Office (PWD)

2.4. Distance from Important places in Kms.

1.

2.

3.

2.5. Approach of the area.....

3. Physiographical aspect of the area

3.1. General:

3.2. Altitude: General terrain description, with map and contours encompassing the mine area.

3.3. Climate of the area:

3.4. Rainfall of the area:

3.5. Any other important physical feature:

3.6. Description of Mining Area.

PART-1

DESCRIPTION OF GEOMORPHOLOGY AND MINE DEVELOPMENT

A. In case of River Bed Mining:-

(Mining Plan must be prepared in accordance to the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015, Metaliferous Mines Regulation 1961 and other guidelines issued from time to time).

(1) Description of the River/Stream bed on which the mine is situated

1.1 General:

1.2 Name of river/stream in which the mine is situated:

1.3 Drainage system:

1.4 Type of drainage:

1.5 Origin of river/stream:

1.6 Altitude at origin:

1.7 Geometry of the catchment of the river impacting the replenishment of deposits.

Total area of catchment,

Area of catchment up to the mining site.

Profile of the river bed from origin to confluence.

Profile of the river bed up to the mining site.

Angle of slope of river bed near the mining site.

Cycle of erosion at mining site (Youthful, mature or old).

Width of river at the place of mining:

- 1.8. The annual deposition on river/stream bed:
- 1.9. The competency of river/stream at the mining site (i.e the weight of largest fragment which is transported by stream)

(Attach a map showing boundaries of the mine, adjoining area, point of public utility in the area/nearby (village footpath, road, school, residential house, hospital, cattle shed, charitable building, water channel, cemetery/cremation ground, place of worship etc., any activity of the forest department in the area such as soil conservation works, nursery plantations check dams, taming of nallas/stream etc type of road viz National Highway, State highway, link road, village road, any bridge any water supply scheme such as water supply tank, water supply bore well, Irrigation canal, water supply scheme gallery etc. boundary of nearby mine area, if any, the area susceptible to erosion and any other important feature).

- 1.10 Meandering pattern of the river near mining site, including:-
The level of High Flood Level:
The level of Low Flood Level:
The thread of deepest water in the meandering:
- 1.11 Altitude of mining area (Give the highest and lowest contour levels).
- 1.12 Description of Ground water table in the mining area, before and post monsoon.

(2) Geology:

- 2.1. The Geology of the catchment area:
- 2.2. Local Geology of the area:
- 2.3. The nature of boulders, cobbles, Sand etc.:
- 2.4. The nature of rocks of the bank and their attitude:
- 2.5. Description of annual deposition with respect to geology of catchment area and other factors.

(3) Reserves Estimate

- 3.1 Percentage wise distribution of stone, bajri (Gravel) and sand etc. in the mining area.

(A geological map of the area with appropriate scale of mapping, showing position of pitting, trenching etc. to be annexed)
- 3.2 Estimate of geological reserves of each mineral i.e. Sand, Stone, and River borne bajri (Gravel):
- 3.3 Estimate of mine able reserves of Sand, Stone, and River borne bajri (Gravel) in the lease area.
- 3.4 Estimated annual deposition of the mineral Sand, Stone and River borne bajri (Gravel) in the river bed: to show that the annual replenishment of sand and associated minerals in the mining lease area is sufficient to sustain the mining operation at level as planned for progressive mining for five years period.

(4) Mine Development and plan of progressive mining:

Brief description of working method, development of mine (manual, semi-mechanical, mechanical)

- 4.1 Development and production program for the first five years including precaution to

be observed to prevent haphazard excavation, over exploitation, scattering of waste, if any:

- 4.2 Year wise production; with details of saleable/useable minerals, mine waste and removal of soil cover, to be given with charts and graphs.
- (Year wise plans of excavation to be annexed)**
- 4.3 End use of Mineral. Year wise details of consumption of material for captive crusher and for free sale.
- 4.4 Details of road transportation of minerals to industrial unit and market. Give details of adequacy of road infrastructure.

B. In case of Hill Slope Mining:-

(Mining Plan must be prepared in accordance to the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015, Metaliferous Mines Regulation 1961 and other guidelines issued from time to time).

(1) Description of the area in which the mine is situated

- 1.1 General:
- 1.2 Slope angle: Description of ridges & valleys
- 1.3 Type of drainage in the area, if any: and description of drainage of the area (Details of river/stream in the area),if any:
- 1.4 Susceptibility of area to land slide, if any:
- 1.5 Springs in the area if any:
- 1.6 Any other details:
(Attach a map showing boundaries of the mine, adjoining area, point of public utility in the area/nearby (village footpath, road, school, residential house, hospital, cattle shed, charitable building, water channel, cemetery/crimination ground, place of worship etc., any activity of the forest department in the area such as soil conservation works, nursery plantation, check dams, taming of nallas/stream etc., type of road viz National Highway, State highway, link road, village road, any bridge any water supply scheme such as water supply tank, water supply bore well, Irrigation canal, water supply scheme gallery etc., boundary of nearby lease area, if any, the area susceptible to erosion and any other important information).

(2) Geology:

- 2.1 The Regional Geology of the area:
- 2.2 The Local Geology of the area:
- 2.3 Details of prospecting work undertaken in the mining area.
- 2.4 The nature of rocks and their attitude.
The description of characteristic and attitude of the rock (Give dip, strike, joint pattern, hardness, specific gravity etc. of the rock):

A geological map of the area with appropriate scale of mapping, showing pitting,trenching etc. to be annexed)

(3) Reserves:

- 3.1 Estimates of geological reserve of each mineral along with grade under proved, probable and possible category and mineable reserve by standard method of estimation supported by analytical reports:
- 3.2 Constraining considerations for mining, (Public roads, adjoining private land, forest, landslide prone area, electric poles or other points of public utility) and precautions proposed for their safety.

- 3.3 Estimated mineable deposits of the mine area.
- 3.4 Conceptual Scheme of Mining and life of mine.

**(4) Mine Development and plan of progressive mining:
Brief description of working method of mine process (manual, semi-mechanical, mechanical and/or if blasting to be resorted to)**

- 4.1 Briefly describe /existing/proposed method of development/working of the deposit with all parameters/considerations.
- 4.2 Development and production programme for the first five years including precaution to be observed to prevent haphazard excavation, over exploitation, scattering of waste scree, if any:
- 4.3 Year-wise production, overburden, run of mine, saleable mineral, mineral rejects/mine waste details to be given with charts and graphs.
(Year wise plans of excavation to be annexed)
- 4.4 Indicate proposed rate of production when mine is fully developed and the expected life of the mine after its opening.
- 4.5 Balance material available in the area after five years of progressive mining and estimated year of mine closure.
- 4.6 Describe briefly the salient feature of mode of working (Manual, semi mechanical, mechanical and use of explosives).
- 4.7 Extent of mechanization: Describe with details the type of machinery/ equipment to be used.
- 4.8 Blasting: Describe broad parameters like charge per hole, blasting pattern, charge per delay, manner and sequence of firing, type of explosive to be used, storage capacity for explosives, type of magazine etc.
- 4.9 Mine drainage: Likely depth of water table, working expected to be above/below the water table, surface water drainage in the area, management of ground/surface water drains.
- 4.10 Waste Management: Indicate briefly the nature and quantity of top soil, overburden, mine waste/ mine rejects likely to be generated during the planned period of five years with details of dumping sites.
- 4.11 Describe the end use of minerals: Captive consumption, free sale to intermediaries/consumers etc.
- 4.12 Details of density of road transportation of minerals to industrial unit and market. Give details of adequacy of road infrastructure.

C. In case of Brick earth mining:

(1) Geology

- 1.1 The Local Geology of the area:
(A geological map of the area with appropriate scale of mapping, showing pitting, trenching etc. to be annexed)

(2) Reserves:

- 2.1 Estimates of geological reserve of each mineral along with grade under proved & probable
- 2.2 Estimated mineable deposits of the mining area.
- 2.3 Conceptual Scheme of Mining and life of mine.

(3) Mine Development and Plan of Progressive Mining**Brief description of working method development of mine**

- 4.2 Year wise production, run of mine plan with details of saleable/useable minerals, mine waste and removal of soil cover, to be given with charts and graphs.
- 4.3 End use of Mineral.
- 4.4** Balance material available in the area after five years progressive mining and estimated year of mine closure.

(4) Waste Disposal Plan

Details of waste to be generated in five years and its method of disposal.

(5) Mine Closure and Reclamation Plan:

Describe the year wise reclamation plan, giving proposed plantation plan and other mitigation measures.

(6) Manpower Development

Give average daily employment (skilled, semi-skilled and unskilled).

PART-II

ENVIRONMENT MANAGEMENT

(1) Base line data (Detail of land use and social aspect of area)

- 1.1 Details of Population distribution
- 1.2 Socio-economy of the villages/population.
- 1.3 Land use details with five kilometers radius map.
- 1.4 Agriculture:
- 1.5 Horticulture:
- 1.6 Animal husbandry:
- 1.7 Fisheries:
- 1.8 Flora and fauna of the area.
- 1.9 Climate.

(2) Environment Management Plan:

Discuss the likely impact of mining on the environment of the area and steps to be taken for its mitigation.

- 2.1 Impact on air,
- 2.2 Impact on water (Surface as well on ground water).
- 2.3 Impact on noise level.
- 2.4 Waste disposal arrangement, if any.
- 2.5 Socio-economic benefits
- 2.6 Transportation of mined material (Discuss in detail the type of transportation to be deployed for carriage of minerals to consuming centre/centres and its impact on existing road/railway system).

PART-III

Progressive Mine Closure Plan/Reclamation Plan

(1) Describe briefly the year wise reclamation and rehabilitation plan of land affected by abandoned and exhausted quarries/pits during the five years, giving detail of proposed back filling and plantation program to be marked on the relevant maps with estimated cost of reclamation.

1.1 Mine Waste Disposal:

- a) Year wise generation of mine waste and soil cover.
- b) Year wise disposal of waste and soil cover.
- c) Cost of the mine waste disposal scheme.

1.2 Describe briefly the arrangements made for top soil utilization, if any, waste disposal along with their respective quantity likely to be generated for the five years indicating location on the maps.

1.3. Preventive Check dams (Wherever necessary)

- a) Year wise details of check dams to be constructed.
- b) Year wise cost of construction of check dams.

1.4 Plantation work (Description with location map)

- a) Year wise area to be covered under forestation.
- b) Year wise number of trees (Give the name of species) to be planted.
- c) Year wise cost of plantation work.
- d) Year wise survival rate.

(2) Strategy for protection of Point of public utility etc.(If any).

Describe briefly the strategy for protection of point of public utility in the mining and its adjoining areas such as village footpath, road, school, residential house, hospital, cattle shed, charitable building, water channel cemetery/crimination ground, place of worship including any activity of the forest department in the area such as soil conservation works, nursery plantation, check dams/walls, taming of nallas/stream etc., type of road viz. National Highway, State Highway, link road, village road, any bridge, any water supply scheme such as water supply tank, water supply bore well, Irrigation canal, water supply scheme, gallery etc., boundary of nearby lease area, if any, the area susceptible to erosion and any other important features which shall be marked on the relevant maps.

(3) Manpower Development

Give average daily employment (skilled, semi-skilled and unskilled).

(4) Use of Mineral

Describe the utilization of mineral and the type of downstream industry.

(5) Any other relevant information

PART-IV

Certificate

Certified that the provisions of the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015 Matliferous Mines Regulation 1961 and other guidelines issued from time to time in this regard have been complied for the preparation of Mining Plan for (name of Mineral), mine falling in Khasra Nos. _____ measuring _____ Hectares/Bighas, Mauza _____ Tehsil _____ District _____ of M/s _____;

While preparing the mining plan including progressive mine closer plan all statutory rules, regulation, orders made by competent authorities of the State or Central Government or orders passed by Courts have been taken into consideration.

The information provided and the data furnished in this Mining Plan is correct to the best of my knowledge.

Signature of H.P. RQP
Registration No.
Address of the H.P. RQP

Date
Place

Declaration

This is to declare that the Mining Plan including Progressive Mine Closure Plan of mine of (name of Mineral/Minerals) situated in Khasra Nos. _____ Measuring _____ Hectare/Bighas/ Kanal/Mauza _____ Tehsil _____ District _____ H.P. has been prepared with my consent and approval and that we/I shall abide by all commitment thereunder.

“The Mining Plan and ‘Progressive Mine Closure Plan’ complies all statutory rules, regulations, orders made by competent authorities of State or Central Government or orders passed by courts have been taken into consideration and wherever specific permission is required, shall be obtained.

We undertake to implement all the measures proposed in this Mining Plan and ‘Progressive Mine Closure Plan’ in a time bound manner.

We have deposited a sum of Rs..... with the competent authority of the State Government in form of Fixed Deposit Receipt as financial assurance of the same.

In case of default on my/our part, the approval of Mining Plan may be withdrawn and the aforesaid sum assured may be forfeited.

Date:
Place:

Signature of the Applicant.
Name and address.

FORM-'N'
 [See rule 63]

CERTIFICATE OF ARREARS OF LAND REVENUE

In exercise of the powers conferred by rule 63 of the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015, I _____ hereby certify that a sum of Rs. _____ is recoverable as Arrears of Land Revenue from Sh./M/s _____, R/o _____ on account of the following in respect of lease or contract or permit or other sum dues from minor mineral, namely _____.

- i) Royalty/dead rent
- ii) Surface rent
- iii) Contract money
- iv) Other sum dues

Total _____

Place: _____
 Date: _____

Signature of Issuing
 Authority with designation

FORM-'O'

[See rule 68(2)]

APPLICATION FOR JOINT INSPECTION OF STONE CRUSHER SITE

| | | | |
|---|--|--|----------------------|
| <p>To The State Geologist Himachal Pradesh Shimla – 171001</p> | | | |
| 1 | Name of the Applicant | | |
| 2 | Address of the applicant / firm Pin code | | |
| 3 | Place of Registration of Firm | | |
| 4 | Nationality of Applicant | | |
| 5 | Telephone No | Office | Residence |
| 6 | Particulars of the fee deposited | Rs. 2500/- | |
| | | Treasury Challan/ receipt(T.R.-5) No | No..... Date..... |
| | | Deposited at | H.P. |
| 7 | The Name of the Minor Mineral to be crushed | | |
| 8 | The detail of the area where stone crusher is to be installed | Khasra number | |
| | | Ownership | |
| | | Kism | |
| | | Area | |
| | | Mauza | |
| | | Gram Panchyat | |
| | | Tehsil & District | |
| 9 | If applying for lease, the particular of the | Kh. No | |
| | | Ownership | |
| | | Kism | |
| | | | |

| | | |
|------------------|--|------------------|
| area applied for | Area | |
| | Mauza | |
| | Gram Panchayat | |
| | Tehsil & District | |
| | Date of application | |
| | Distance of Crusher site from the lease | |
| 10 | In case of other source, the detail thereof | |
| 11 | Any other information which the applicant wants to furnish | |
| | Date | Signature |

FORM-'P'

[See rule 68(4)]

Provisional Registration
 Department of Industries
 Office of State Geologist
 Shimla-1

-...-

Whereas Shri/Ms _____ Owner of
 installation of Stone Crusher in khasra number _____ Mauza
 _____ measuring _____ Gram Panchayat
 _____ P.O. _____ Tehsil _____ District
 _____.

The Provisional registration is hereby granted to Shri/Ms _____ Subject to
 the following conditions:-

1. The Consent to Establish from the Himachal Pradesh State Pollution Control Board (HPSPCB) shall obtain before installation of stone crusher unit.
2. The applicant shall operate his stone crusher unit only after obtaining the COP from HP State Pollution Control Board and Permanent Registration from Geological Wing Department of Industries.
3. Based on mineral potential determined in approved Mining Plan, the stone crusher owner shall install the crusher machinery accordingly.

Date of Issue:

State Geologist
 Himachal Pradesh

FORM-'Q'
 [See rule 69(1)]

**APPLICATION FOR GRANT/RENEWAL OF PERMANENT REGISTRATION
 OF STONE CRUSHER**

| | | | |
|--|--|--|----------------------|
| To The State Geologist Himachal Pradesh Shimla – 171001 | | | |
| 1 | Name of the Applicant | | |
| 2 | Address of the applicant/firm | Pin code | |
| 3 | Place of Registration of Firm | | |
| 4 | Nationality of Applicant | | |
| 5 | Telephone No | Office | Residence |
| 6 | Particulars of the fee deposited | | Rs. 2500/- |
| | | Treasury Challan/ receipt(T.R.-5) No | No..... Date..... |
| | | Deposited at | H.P. |
| 7 | The Name of the Minor Mineral to be crushed | | |
| 8 | The detail of the area where crusher is installed. | Kh. No | |
| | | Ownership | |
| | | Kism | |
| | | Area | |
| | | Mauza | |
| | | Gram Panchyat | |
| | | Tehsil & District | |
| | | Date of installation | |

| | | | |
|-----|--|--|----------------------------------|
| 9 | The detail of machinery installed viz number of Jaws/Roller, Sets & combination of Jaw cum Roller etc. | | |
| 10 | Total investment on land, building and machinery | | |
| 11 | Total number of worker to be employed. | | Skilled Unskilled |
| 12 | The approximate annual Production of Minerals in Stone Crusher | | |
| 13 | The source of Mineral a) Mining lease b) Other sources | | |
| (a) | The particular of lease | Kh. No | |
| | | | |
| | | Ownership | |
| | | Kism | |
| | | Area | |
| | | Mauza | |
| | | Gram Panchyat | |
| | | Tehsil & District | |
| | | Date of execution | |
| | | Period of lease | |
| | | Distance of Crusher site from the lease area | |
| (b) | Detail of other source | | |
| 14 | The detail of First Aid facility at stone crusher | | |
| 15 | The detail of steps to be taken for ensuring compliance of the Water (Prevention and Control of Pollution) Act , 1974, the Air (Prevention and Control of Pollution) Act, 1981 and The Environmental Protection Act, 1986 and the rules and notification framed or issued thereunder. | | |
| 16 | Source of Water Supply | | |

| | | |
|----|--|--|
| 17 | Detail of consents | Date of Consent to Establish Date of Consent to Operate Date of Renewal of Consent |
| 18 | Any other information which the applicant wants to furnish | |

Date:

Signature of the Applicant.

FORM-'R'
 [See rule 69(1)]

Permanent Registration

Department of Industries
 Office of the State Geologist
 Shimla-171001

Whereas Shri/Ms _____ Owner _____ of _____ crusher has/have applied for the Permanent Registration of Stone Crusher installed in Khasra number _____ Mauza _____ measuring _____, Gram Panchayat _____ P.O. _____ Tehsil _____ District _____ vide application Dated _____.

The Permanent Registration is hereby granted to Shri/ M/s _____ subject to the following conditions:-

1. The owner of the stone crusher shall observe the provisions of:
 - i) The Air (Prevention and Control of Pollution) Act, 1981 and rules framed thereunder.
 - ii) The Water (Prevention and Control of Pollution) Act 1974 and rules framed thereunder.
 - iii) The Environment (Protection) Act, 1986 and rules framed thereunder.
 - iv) The Noise Pollution (Regulation and Control) Rules 2000.
2. The expansion of a stone crusher shall not be allowed unless approved by Geological Wing, Department of Industries, Himachal Pradesh.
3. The stone crusher owner shall ensure that the, emission standards are as per the Statutes as notified by the Government vide Notification No. STE-E(3)-17/2012 dated 29.05.2014 or amended from time to time are adhered to.
4. The stone crusher owner shall adopt pollution control measures as per Government Notification No. STE-E(3)-17/2012 dated 29.05.2014 or as amended from time to time.
5. The stone crusher owner shall submit a return by 10th of every month to the concerned Mining Officer, giving details of total quantity of minerals crushed, electricity consumed, power generated in case of captive power generated run crusher, fuel consumption in case of diesel run crusher, number of labour employed and wages paid etc. .
6. Free access shall be given to the officer/official of the Geological Wing, Department of Industries, H.P. for the verification of plant & machinery, source/supply of raw material, sale record and stocks of raw material and finished goods.
7. The stone crusher Owner shall immediately report to the Deputy Commissioner and Mining officer of the district concerned about any accident which may take place during the course of crushing operation resulting in serious bodily injury.

8. The stone crusher Owner shall not pay wages less than the minimum wages prescribed by the Central or State Government from time to time under the Minimum Wages Act, 1948, to the workers employed in the crushing unit.
9. The stone crusher Owner shall indemnify the State Government against the claim of the third party.
10. The owner of the Stone Crusher shall apply for the renewal atleast three months before the expiry of the registration in 'Form-Q'.

The registration is valid upto _____.

Date of Issue _____

State Geologist
Himachal Pradesh

FORM-'S'
 [See rule 74(1) & 76(3)]

APPLICATION FOR REGISTRATION AS A DEALER

1. **Name of applicant**
 (In case of firm give names & address of partners and person holding power of attorney to act on behalf of Firm)
2. **Father's Name**
3. **Profession**.....

Address – Correspondence.....
 Pin Mobile No.

Permanent Address

.....Pin.....Phone

4. **Place of business**.....
5. **Specific purpose for which registration is applied for Processing/Sorting/Selling/Trading)**
6. **Name of Mineral/Ore for which registration is required**.....
7. **Detail of application fee and payment receipt**.....
8. **Period for which registration is required**.....
9. **In case of renewal the number & date of original registration**.....
10. **Any special ground for grant of registration in favour of applicant**.....



Photograph

DECLARATION:

I/We hereby declare that I/we have read and understood all the provisions of Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015 and conditions of the registration made thereunder and I agree to abide by the same.

Date of Application:

Place:

Signature of Applicant

FORM-T
[See rule-74(3)]

**ACKNOWLEDGEMENT OF APPLICATION
FOR REGISTRATION AS A DEALER**

Received _____ application for grant of
registration for processing /Sorting/Selling/Trading _____ (Name of Mineral/Ore)
from Shri/Smt. _____
Resident of _____ Post Office _____ Tehsil

District _____ Himachal Pradesh

With the following enclosures:

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)

Signature of the official of the
office of the Mining Officer

Date : _____

FORM-'U'
 [See rule 76(1)]

REGISTER OF APPLICATIONS FOR DEALER

| Sr. No. | Date of receipt of application | Name of applicant | Address of applicant | Name of Mineral/ Ore | Place of Processing/ Sorting/ Selling/ Trading | Date of grant/ refusal of registration | Date of appeal if any |
|---------|--------------------------------|-------------------|----------------------|----------------------|--|--|-----------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| | | | | | | | |

| Date of disposal of appeal | Brief orders on appeal | Date of expiry of registration , if granted | Period of grant/renewal | Remarks |
|----------------------------|------------------------|---|-------------------------|---------|
| (9) | (10) | (11) | (12) | (13) |
| | | | | |

FORM-'V'
 [See rule 76(2)]

REGISTRATION OF DEALER

1. Name of the dealer (in full).....
 (in case of firm names and address of partner and persons holding power of attorney to act on behalf of the firm)

2. Father's Name

3. Address.....
Pin..... Mobile No.

4. Profession of the dealer.....

5. Specific place or places of business.....

6. Specific purpose for which registration is granted

.....

7. Name of Mineral/Ore covered under the registration

8. Challan number showing payment of application fee

9. Particulars of security deposit

.....

10. Period of registration.....

11. If it is a case of renewal, the number and date of grant of the original registration.....

12. Number and date of application for registration.....

13. Registration valid upto.....

Photograph

Date of issue _____

Signature and Seal of the Mining Officer

FORM-'W'
 IN TRIPPLICATE
 TRANSIT PASS
 [See rule 77(iii) & 79 (2)]

DEPARTMENT OF INDUSTRIES
(GEOLOGICAL WING)
Himachal Pradesh

| | |
|---------|---------------------------------------|
| Sr. No. | Seal & Signature of Issuing Authority |
|---------|---------------------------------------|

| | |
|---------------------|----------------------|
| Date of Issue _____ | Date of Expiry _____ |
|---------------------|----------------------|

1. Name of Contractor/Lessee/
Permit/Permission holder _____
2. Name and Location of Mine _____
3. Place where Mineral is being sent _____
4. Name of person/party to whom
Mineral is, being dispatched _____
5. Name of Mineral _____
6. Volume/quantity of Mineral _____
7. Mode of Transport _____ Vehicle No. _____
8. Name of owner of Vehicle _____
9. Name of Driver _____
10. Page No. of the Production Register at which
Transit Pass (Form-'W') has been entered _____
11. Date of Dispatch _____
12. Time of Dispatch _____

| | |
|-------------------------|-------------------------------------|
| Signature of the Driver | Signature of the Mine Owner/Manager |
|-------------------------|-------------------------------------|

Terms and Conditions:

1. All columns of Form-'W' should be properly filled in especially serial number 11 and 12 pertaining to date and time of Issuance of Form-'W' from Mining site.
2. This Form 'W' is valid for one trip only.

3. This Form 'W' is valid only if it has the seal and signature of the issuing authority.
4. Any person found to have contravened the above shall, on conviction, be punishable with imprisonment of either description for term which may extend upto two years or with fine which may extend upto 25,000/- rupees or both.
5. Under Rule 21(4) of Mines and Minerals (Development & Regulation) Act, 1957, any type of vehicle, involved in carrying/transporting the material without Form 'W' shall be seized and such vehicle shall be impounded and material shall be auctioned.

FORM-'X'

[See rule 77(iii) & 79(2)]

DEPARTMENT OF INDUSTRIES
(GEOLOGICAL WING)
Himachal Pradesh

SUPPLEMENTARY TRANSIT PASS
 (In Triplicate)

Sr. No.

Seal & Signature of Issuing Authority

Date of Issue _____

Date of Expiry _____

1. Name of Contractor/Lessee/
Permit/Permission holder _____
2. Name and Location of the stone crusher/
Stockyard _____
3. Name and Quantity of finished
Product to be transported _____
2. Place where finished product
of Mineral is being sent _____
3. Mode of Transport _____ Vehicle No. _____
4. Name and address of owner of Vehicle _____
5. Name and address of Driver _____
6. Weight/volume of finished product _____
7. Page No. of the dispatch register at which
Supplementary Transit Pass Form-'X' has been entered _____
8. Date and time of Dispatch _____

Signature of Driver

Signature of the Stone Crusher Owner/
Manager**Terms and Conditions:**

1. All columns of Supplementary Transit Pass Form-'X' should be properly filled in especially serial number 8 pertaining to date and time of Issuance of Supplementary Transit Pass Form-'X' from Stone Crusher site.
2. This Supplementary Transit Pass Form-'X' is valid for one trip only.
3. This Supplementary Transit Pass Form-'X' is valid only if it has the seal and signature of the issuing authority.

4. Any person found to have contravened the above shall, on conviction, be punishable with imprisonment of either description for term which may extend upto two years or with fine which may extend upto 25,000/- rupees or both.
5. Under Rule 21(4) of Mines and Minerals (Development & Regulation) Act, 1957, any type of vehicle, involved in carrying/transporting the material without Supplementary Transit Pass Form-'X' shall be seized and such vehicle shall be impounded and material shall be auctioned.

FORM-Y

[See rule 77(iv)]

MONTHLY RETURN OF MINERAL/ORE PURCHASED AND SOLD BY THE DEALER

1. Name & address of the Dealer
2. Registration no of the dealer
3. Opening Stock(Mineral-wise)1.....MT
2.....MT
3.....MT

| Sr. No. | Name and address of person/firm from whom mineral is purchased. | Total quantity of Mineral Purchase | Nos. of Transit Pass | Name of mineral/ore |
|---------|---|------------------------------------|----------------------|---------------------|
| | | | | |

4. Total Purchase of the month (Mineral-wise)1.....MT
2.....MT
3.....MT
5. Total Sell in the Month (Mineral-wise)1.....MT
2.....MT
3.....MT

Closing Stock [Opening Stock + Total Purchase – Total Sell](Mineral-wise).

- 1.....MT
- 2.....MT
- 3.....MT

Date.....

Signature of the Dealer

FORM-Z
 [See rule 80(5)]
LIST OF SEIZED MINERAL/ORE

1. Name of the officer seizing the property
2. Designation and address of the officer.....
3. Details of property seized –
 - (a) Place of seizure with date and time.....
 - (b) Description of each property.....
4. Rule under which property is seized.....
5. Name and Address of person from whom the property is seized
6. Name and Address of any other claimant for the seized property.....
7. Name and Address of person under whose custody the seized property has been kept.....
8. Signature of the custodian.
9. Approximate value of the seized property.....
10. Remarks.....
11. Name and address of the witnesses with their signatures :
 (i).....
 (ii).....

Date :

Signature of Officer seizing the property with designation and address.

By Order

Principal Secretary (Inds.) to the
 Government of Himachal Pradesh

Endorsement

¹[FORM-ZA]
 [See rule 71(A)]

NOTICE FOR VIOLATION

1. Name and address of Lessee/Stone Crusher

2. Location of Mine/Stone Crusher
3. Nature of violation observed: -
 (i)
 (ii)
 (iii)
 (iv)
4. In this connection, it is brought to your notice that the above violations constitute an offence punishable under Rule 71 and 71 A of the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015.
5. You are directed to suspend the working of mining lease/stone crusher immediately and intimate the position to the office of undersigned in writing.

Date:

Signature of Mining Officer
 District _____

By Order

Principal Secretary (Inds.) to the
 Government of Himachal Pradesh

1. Inserted by Amendment Rules, 2017 vide Notification No. Ind-II(F)6-14/2014-Vol-I dated 04.05.2017.