

**APPENDIX I**

<sup>1</sup>[            ]<sup>1</sup>

<sup>2</sup>[See Rules 8 and 8-A ]<sup>2</sup>

**FORM OF LEASE FOR QUARRYING AND CARRYING AWAY MINOR  
MINERALS BY PRIVATE PERSONS.**

**THIS INDENTURE MADE THIS** \_\_\_\_\_ day of \_\_\_\_\_ 2000 between the Governor of Tamil Nadu (herein after referred to as "the lessor" which expression shall, where the context so admits include his successors in office and assigns) on the one part, and \_\_\_\_\_ hereinafter called "the lessee" which expression shall where the context so admits include his heirs, executors, administrators, legal representatives and assigns other part).

**WHEREAS** the lessee has applied to/has been the successful bidder in a public auction conducted by the Government of Tamil nadu (hereinafter referred to as "the Government")/for a lease of lands in the \_\_\_\_\_ district for the purpose of mining for \_\_\_\_\_ and has deposited with collector of \_\_\_\_\_ the sum of Rs \_\_\_\_\_ as security for the due and faithful performance by the lessee of the covenants and conditions on the part of the lessee hereinafter contained.

**AND WHEREAS** the lessor has agreed to grant the lessee, a lease of the lands and premises here inafter described.

**NOW THESE PRESENTS WITNESS as follows:-**

1. The lessor hereby demises to the lessee all those several pieces or parcels of land situate in the village of \_\_\_\_\_ in sub-registration district of \_\_\_\_\_ in the State of Tamil Nadu \_\_\_\_\_ being more particularly described in the schedule hereunder written and delineated in map or plan hereunto annexed and therein coloured.
2. There are included in the said demise and for the purposes thereof the liberties following:-
  - (1) To get from the said demised pieces of land.

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1 8(B) and 8C deleted vide G.O.Ms.No.214 Industries dated 10.6.1992 and 3(2) deleted vide G.O.ms.No.166 Industries dated 17.6.94 w.e.f.22.6.94

2 See Rules 8, 8A and 9 substituted as see rules 8 & 8A vide G.O.Ms.No.86 Industries dated 22.2.2001

- (2) For the purpose aforesaid to use any water in or under the said demised pieces of land and to divert the same and to make or construct any water courses or ponds so, however, that nothing shall be done in the exercise of this authority which shall interfere with the rights of any adjoining owners or tenants of the lessor in respect of Such water.
- (3) Generally to do all things which shall be convenient or necessary for getting the \_\_\_\_\_ and materials hereby authorised to be got and for removing and disposing thereof as aforesaid..
3. There are excepted from and reserved to the lessor out of this demise--
- (1) All earth minerals and other substances not hereinbefore expressly authorised to be got from the demised lands by the lessee.
- (2) Liberty for the lessor or other persons authorised by him to search for, work, get, carry away and dispose of the excepted minerals and other substances and for such purposes to have the right of ingress, egress and regress over the said demised pieces of lands and to make erect and use all pits, machinery, buildings, roads and other necessary works and conveniences provided that the rights hereby reserved shall be exercised in such a way as to cause as little obstruction as possible to the lessee in the use and enjoyment of his rights hereunder and that reasonable compensation for damages caused by any such obstruction shall be paid to the lessee the amount thereof in the case of difference to be settled by arbitration as hereinafter provided.
4. The said premises shall be held by the lessee for the term of \_\_\_\_\_ years from the \_\_\_\_\_ day of \_\_\_\_\_ 20 to \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 20 which shall however be determinable as hereinafter provided.
5. The lessee shall pay during the said term, the land assessment the cess and Seigniorage fee or dead rent whichever is greater, for the minerals removed or consumed at the rates prescribed from time to time in Appendix-II.
- (1) The said assessment and cess amounting to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) per year payable by the lessee, shall be paid in advance before the commencement of the period of each year of the lease; and
- (2) The said Seigniorage fee as prescribed in Appendix II from time to time shall be paid before the same is removed from the said demised pieces of land.
6. The lessee hereby covenants with the lessor as follows:-
- (1) To pay the assessment, cess and seigniorage fee or dead rent whichever is greater, on the days and in the manner aforesaid.
- (2) To bear, pay and discharge all existing and future rates, taxes, assessment, duties, impositions, outgoings and burdens whatsoever imposed or charged upon the demised premises or the produce thereof or the land assessment, the cess and the seigniorage fee hereby reserved or upon the owner or occupier in respect thereof or payable

by either in respect thereof except such charges or impositions as the lessee is or may hereby be by law exempted from.

- (3) Before digging or opening any part of the said demised pieces of land for ..... carefully remove the surface soil to a depth of at least ..... metre and lay aside and store the same in some convenient part of the said demised piece of land until the land from which it has been removed is again restored to a state, fit for cultivation as hereinafter provided.
- (4) To effectually fence off the same demised pieces of land from the adjoining lands and to keep the fences in good repairs and condition.
- (5) Not to assign underlet or part with the possession of the demised premises or any part thereof without the written consent of the lessor first obtained.
- (6) After working out any part of the said demised pieces of land forthwith to level the same and replace the surface soil thereof and slope the edges where necessary so as to afford convenient connection with the adjoining land.
- (7) That the lessee shall keep correct accounts in such form as the Collector shall from time to time require and direct showing the quantities and other particulars of the mineral obtained by the lessee from the said lands and also the number of persons employed in carrying on the said mining operations therein and shall from time to time when so directed by the Collector prepare and maintain complete and correct plans of all mines and workings in the said lands and shall allow any officer thereunto authorised by the Government from time to time and at any time, to examine such accounts and any such plans and shall when so required supply and furnish to the Government all such information and returns regarding all or any of the matters aforesaid the Government shall from time to time require and direct.
- (8) That the lessor's agents, servants and workmen shall be at liberty at all reasonable times during the said term to inspect and examine the works carried on by the lessee under the liberties hereinbefore granted and the lessee shall and will from time to time and at all times during the said term hereby granted conform to and observe all orders and regulations which the lessor or his authorised agent as the result of such inspection may from time to time see fit to impose to keep the premises in good and substantial repair, order and condition or in the interest of public health and safety.
- (9) That the lessee shall not without the express sanction in writing of the Collector cut down or injure any timber or trees on the said lands but he may clear away bush wood or undergrowth which interferes with any operations authorised by these presents.
- (10) That if the lands shall be used for any purpose other than mining for..... or if they are not under or at any time cease to be used for the said purpose the lessor shall be at liberty to terminate the lease without notice.
- (11) That this lease may be terminated in respect of the whole or any part of the premises by six months notice in writing on either side.

- (12) That on such determination the lessee shall have no right to compensation of any kind.
  - (13) That the land assessment, cess and seigniorage payable under these presents shall be recoverable under the provisions of Madras Act II of 1864, or any subsisting statutory modification thereof.
  - (14) At the determination of the lease to deliver up the demised premises in such condition as shall be in accordance with the provisions of these presents save that the lessee shall, if so required by the lessor, restore in manner provided by the foregoing covenant in that behalf the surface of any part of the land which has been occupied by the lessee for the purpose of the works hereby authorised and has not been so restored.
  - (15) That the lessee shall abide by the conditions laid down in the payment of Wages Act, 1936, the Mines Act, 1952 (Central Act XXXV of 1952) and the Indian Explosives Act, 1884 (Central Act IV of 1884); and
7. The lessor hereby covenants with the lessee that the lessee paying the land assessment, the cess and the seigniorage fee hereby reserved and observing and performing the several covenants and stipulations on the part of the lessee herein contained shall peacefully hold and enjoy the premises, liberties and powers hereby demised and granted during the said term without any interruption by the lessor or any persons rightfully claiming under or in trust for him.
8. It is hereby further agreed between the parties as follows:-
- (1) If any part of the land assessment, cess or seigniorage hereby reserved shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if the lessee which the demised premises or any part thereof remain vested in him, shall become insolvent or if any covenant on the lessee's part herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the lessor at any time thereafter to declare the whole or any part of the said security deposit of Rs..... to be forfeited and also to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon the demise shall absolutely determine but without prejudice to the rights of action of the lessor in respect of any breach or non-observance of the lessee's covenants herein contained.
  - (2) At the determination of the lease, the lessee shall be at liberty to remove, carry away and dispose of all the stock of ..... ready for delivery and all engines machinery and all plant, articles and things whatsoever (not being building or brick or stones), the lessee first paying any land assessment, cess and seigniorage and other sums which may be due and performing and observing the covenants on his part hereinbefore reserved and contained and also making good any damage done by such removal but any buildings which shall be erected on the said demised pieces of lands by the lessee and left thereon at the determination of lease shall be the absolute property of the lessor who shall not be bound to pay any price for the same.

- (3) If the lessee shall have paid the land assessment, cess and seigniorage due to the Government and duly observed and performed the covenants and conditions on his part herein contained, the said deposit of Rs.....shall be returned to him at the expiration of the said term of .....years.
- (4) Should any question or dispute arise regarding an agreement executed in pursuance of these rules or any matter or thing connected therewith or the powers of the registered holders thereunder the amount or payment of the seigniorage fee or area assessment made payable thereby the matter in issue shall be decided by the <sup>1</sup>[Director of Geology and Mining.]<sup>1</sup> In case the registered holder/registered holders, lessee/lessees, is/are not satisfied with the decision of the <sup>1</sup>[Director of Geology and Mining,]<sup>1</sup> the matter shall be referred to the State Government for decision.
9. If the lessee is in occupation of the lease-hold area after the expiry of the period for which the lease has been granted or renewed or after the determination of the lease, the lessee shall be deemed to be in unlawful possession of the said area and he shall be liable to eviction from the lease-hold area in addition to being liable to be charged at double the rate of the lease amount or bid amount as the case may be, for the period of such occupation.

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1 Substituted vide G.O.Ms.No.556 Industries dated 5.4.1988

### THE SCHEDULE

Name of Taluk	Number and Name of the Village	Survey Field Number	Extent in Square Metres	Assessment Rs.	Boundaries North, South, West and East
(1)	(2)	(3)	(4)	(5)	(6)

IN WITNESS whereof \_\_\_\_\_ acting for and on behalf of and by the order and direction of the Governor of Tamil Nadu, and \_\_\_\_\_ have hereunto set their respective hands.

Signed by the above named \_\_\_\_\_ the lessor in the presence of :-

- 1.
  
- 2.

Signed by the above named \_\_\_\_\_ the lessee in the presence of :-

- 1.
  
- 2.

**APPENDIX I-A**

(See Rule 8-C)

**FORM OF LEASE FOR QUARRYING AND <sup>1</sup>[CARRYING AWAY GRANITE]<sup>1</sup> BY A STATE GOVERNMENT COMPANY OR CORPORATION OWNED OR CONTROLLED BY THE STATE GOVERNMENT**

**THIS INDENTURE MADE THIS**.....day of .....20.....between the Governor of Tamil Nadu (hereinafter referred to as “the lessor” which expression shall, where the context so admits include his successors in office and assigns) on the one part, and .....(hereinafter called “the lessee” which expression shall where the context so admits include its successors and assigns) on the other part.

**WHEREAS** the lessee has applied to the lessor for a lease of lands in the ..... District for the purpose of mining for.....and has deposited with the Collector of.....the sum of Rs.....as security for the due and faithful performance by the lessee the covenants and conditions on the part of the lessee hereinafter contained.

**AND WHEREAS** the lessor has agreed to grant the lessee a lease of the lands and premises hereinafter described.

**NOW THESE PRESENTS WITNESS AS FOLLOWS:-**

1. The lessor hereby demises to the lessee all those several pieces or parcels of land situate in the village of .....in the sub-registration district of .....in the State of Tamil Nadu.....being more particularly described in the schedule hereunder written and delineated in map or plan hereunto annexed and therein coloured.

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Appendix IA inserted vide G.O.Ms.No.214 Industries dated 10.6.1992

1 Substituted vide G.O.Ms.No.86 Industries dated 22.2.2001

2. There are included in the said demise and for the purposes thereof the liberties following:-
  - (1) To get from the said demised pieces of land.
  - (2) For the purpose aforesaid to use any water in or under the said demised pieces of land and to divert the same and to make or construct any water courses or ponds so, however, that nothing shall be done in the exercise of this authority which shall interfere with the rights of any adjoining owners or tenants or the lessor in respect of such water.
  - (3) Generally to do all things which shall be convenient or necessary for getting the .....hereby authorised to be got and for removing and disposing thereof as required under rule 8-D of the Tamil Nadu Minor Mineral Concession Rules, 1959.
3. There are excepted from and reserved to the lessor out of this demise:-
  - (1) All earth minerals and other substances not herein before expressly authorised to be got from the demised lands by the lessee.
  - (2) Liberty for the lessor or other persons authorised by him to search for, work, get, carry away and dispose of the excepted mineral and other substances and for such purposes to have the right of ingress, egress and regress over the said demised pieces of land and to make, create and use all pits, machinery, buildings, roads and other necessary works and conveniences provided that the rights hereby reserved shall be exercised in such a way as to cause as little obstruction as possible to the lessee in the use and enjoyment of his rights hereunder and that reasonable compensation for damages caused by any such obstruction shall be paid to the lessee the amount thereof in case of difference to be settled by arbitration as hereinafter provided.
4. The said premises shall be held by the lessee for the term of .....year from the.....day of .....20.....which shall however be determinable as hereinafter provided.
5. <sup>1</sup>[The lessee shall pay during the said term the area assessment, and Seigniorage fee or dead rent whichever is greater for the minerals removed or consumed at rates prescribed from time to time in Appendix II
  - (1) The said area assessment of Rs..... (Rupees.....only) per year payable by the lessee shall be paid in advance before the commencement of the period of each year of the lease; and
  - (2) The said seigniorage fee for the mineral sought for removal at the rate of Rs.....(Rupees.....only) per .....shall be paid before the mineral is removed from the said demised pieces of land.]<sup>1</sup>

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1 Substituted vide G.O.Ms.No.157 Industries dated 25.5.1998



6. The lessee hereby covenants with the lessor as follows:-

- (1) <sup>1</sup>[To pay the area assessment, and Seigniorage fee or Dead rent whichever is greater on the days and in the manner aforesaid.]<sup>1</sup>
- (2) To bear, pay and discharge all existing and future rates, taxes, assessment, duties, impositions, out goings and burdens whatsoever imposed or charged upon the owner or occupier in respect thereof or payable by either in respect thereof except such charges or impositions as the lessee is or may hereby be by law exempted from.
- (3) Before digging or opening any part of the said demised pieces of land for.....carefully remove the surface soil to a depth of at least.....metre and lay aside and store the same in some convenient part of the said demised piece of land until the land from which it has been removed is again restored to a state, fit for cultivation as hereinafter provided.
- (4) To effectually fence off the same demised pieces of land from the adjoining lands and to keep the fences in good repair and condition.
- (5) Not to assign underlet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the lessor.
- (6) After working out any part of the said demised pieces of land forthwith to level the same and replace the surface soil thereof and slope the edges where necessary so as to afford convenient connection with the adjoining land.
- (7) That the lessee shall keep correct accounts in such form as the Collector shall from time to time require and direct showing the quantities and other particulars of the mineral obtained by the lessee from the said lands and also the number of persons employed in carrying on the said mining operations therein and shall from time to time when so directed by the Collector prepare and maintain complete and correct plan of all mines and workings in the said lands and shall allow, any officer thereunto authorized by the Government from time to time and at any time, to examine such accounts and any such plans and shall when so required supply and furnish to the Government all such information and returns regarding all or any of the matters aforesaid the Government shall from time to time require and direct.

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1 Substituted vide G.O.Ms.No.157 Industries dated 25.5.1998

- (8) That the lessor's agents, servants and workmen shall be at liberty at all reasonable times during the said term to inspect and examine the works carried on by the lessee under the liberties hereinbefore granted and the lessee shall and will from time to time and at all times during the said term hereby granted conform to and observe all orders and regulations which the lessor or his authorised agent as the result of such inspection may from time to time see fit to impose to keep the premises in good and substantial repair order and condition or in the interest of public health and safety.
  - (9) That the lessee shall not without the express sanction in writing of the collector cut down or injure any timber or trees on the said lands but he may clear away bush wood or undergrowth which interferes with any operations authorised by these presents.
  - (10) That if the lands shall be used for any purpose other than mining for .....or if they are not at any time used for the said purpose the lessor shall be at liberty to terminate the lease without notice.
  - (11) That this lease may be terminated in respect of the whole or any part of the premises by six months notice in writing on either side.
  - (12) That on such determination the lessee shall have no right to compensation of any kind.
  - (13) That the land assessment, cess and seigniorage payable under these presents shall be recoverable under the provisions of the Tamil Nadu Revenue Recovery Act, 1864 (Tamil Nadu Act II of 1964) or any subsisting statutory modification thereof.
  - (14) At the determination of the lease, to deliver up the demised premises in such condition as shall be in accordance with the provisions of these presents save that the lessee shall, if so required by the lessor, restore in manner provided by the foregoing covenant in that behalf the surface of any part of the land which has been occupied by the lessee for the purpose of the works hereby authorized and has not been so restored.
  - (15) That the lessee shall abide by the conditions laid down in the payment of Wages Act, 1936 (Central Act IV of 1936), the Mines Act, 1952 (Central Act XXXV of 1952) and Indian Explosives Act, 1884 (Central Act IV of 1884), and
  - (16) The lessee shall canalise the mineral quarried only as per rule 8-D of the Tamil Nadu Minor Mineral Concession Rules, 1959.
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7. The lessor hereby covenants with the lessee that the lessee paying the land assessment, the cess and the seigniorage fee hereby reserved and observing and performing the several covenants and stipulations on the part of that lessee herein contained shall peacefully hold and enjoy the premises, liberties and powers hereby demised and granted during the said term without any interruption by the lessor or any persons rightfully claiming under or in trust for him.
8. It is hereby further agreed between the parties as follows:-
- (1) If any part of the land assessment, cess or seigniorage hereby reserved shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if the lessee becomes insolvent or if any covenant on the lessee's part herein contained shall not be performed or observed, then and any of the said cases it shall be lawful for the lessor at any time thereafter to declare the whole or any part of the said security deposit of Rs..... to be forfeited and also to re-enter upon the demised premises or any part thereof and thereupon the demises shall absolutely determine but without prejudice to the right of any other action of the lessor in respect of any breach of non-observance of the lessee's covenants herein contained.
  - (2) At the determination of the lease, the lessee shall be at liberty to remove, carry away and dispose of all engines, machinery, plant, articles and things whatsoever (not being building or brick or stones), the lessee first paying any land assessment, cess and seigniorage and other sums which may be due and performing and observing the covenants on his part hereinbefore reserved and contained and also making good any damage done by such removal but any buildings which shall be erected on the said demised pieces of lands by the lessee and left thereon at the determination of lease shall be the absolute property of the lessor who shall not be bound to pay any price for the same.
  - (3) If the lessee shall have paid the land assessment, cess and seigniorage due to the Government and duly reserved and performed the covenants and conditions on his part herein contained, the said deposit of Rs..... shall be returned to him at the expiration of the said term of .....years.
9. If the lessee is in occupation of the lease-hold area after the expiry of the period for which the lease has been granted or renewed or after the determination of the lease, the lessee shall be deemed to be in unlawful possession of the said area and he shall be liable to eviction from the lease hold area in addition to being liable to be charged at the rate to be fixed by the lessor.

## THE SCHEDULE

Name of Taluk	Number and Name of the Village	Survey Field Number	Extent in Square Metres	Assessment Rs.	Boundaries North, South, West and East
(1)	(2)	(3)	(4)	(5)	(6)

**IN WITNESS** where of ..... acting for and on behalf of and by the order and direction of the Governor of Tamil Nadu, and have hereunto set their respective hands.

Signed by the above named..... the lessor acting for and on behalf of and by the order and the direction of the Governor of Tamil Nadu in the presence of.,

**Witnesses:-**

1.

2.

Signed by the above named....., the lessee in the presence of:-

**Witnesses:-**

1.

2.

The seal of the.....is affixed in the presence of Witness:-

1.

2.

**APPENDIX II**  
**A. SEIGNIORAGE FEE**

Sl. No	Name of the Minor Mineral	Rate of Seigniorage Fees			
		Per cart load upto 10 cubic feet		Per cubic metre	
(1)	(2)	(3)		(4)	
		Rs.	P.	Rs.	P.
1.	Building and road construction stones other than black, red, pink, grey, green, white or other coloured or multi-coloured granites or any other rock suitable for use as ornamental and decorative stones				
	(a) Rough stones including Khandas and boulders	6.50	]2	----	
	(b) Size reduced (broken or crushed) materials including metal jelly, ballast, millstone and hand chakais	9.00	]2	----	
	(c) Laterites	4.50	]2	----	
2.	<sup>1</sup> [GRANITE] <sup>1</sup>				
	(a) <sup>1</sup> [Dolorite type] <sup>1</sup>	----		2,625.00	]3
	(b) <sup>1</sup> [Other types of granites] <sup>1</sup>	----		1,575.00	]3
3.	Ordinary sand	8.50	]2	----	
4.	Earth and turf for raising bunds or filling purposes and ordinary clay including silt, brick earth and tile clay that can be used for brick and tile manufacture and other potteries.	4.00	]2	----	
5.	Limestone, Limeshell and Kankar that can be used in kilns for manufacture of lime required for use as building material.	20.00	]2	----	
6.	Pebbles and nodules of chalcedony, quartzite, flint, etc.	30.00	]2	----	
7.	Steatite and other stones for use to make household utensils and carving.	8.00	]2	----	
8.	All other minor minerals not herein specified	20% of the local market value of the mineral at pit mouth.			

Revision of S.F, AA for minerals other than granites vide G.O.Ms. No.543 Industries dated 27.8.98 and for granite vide G.O.Ms.No.526 Industries dated 30.6.1999

1	Substituted vide G.O.Ms.No.86 Industries dated 22.2.2001
2.	Substituted by G.O.Ms.No.91 Industries/MMC1 dated 23.10.2002
3.	Introduced vide G.O.Ms.No.46 Industries /MMC1 dt.11.4.2004

### B. RATE OF AREA ASSESSMENT

Sl. No.	Name of the Minor Mineral	Rate of assessment per hectare per annum ( in Rupees)
(1)	(2)	(3)
1.	For minerals psecified in Sl.Nos.1 and 3 to 7 under the heading "A.Seigniorage Fee"	100.00
2.	For minerals specified in Sl.No.2 under the heading "A.Seigniorage Fee"	200.00
3.	For all other minor minerals not here in specified	100.00

### C. DEAD RENT

Sl. No.	Name of the Minor Mineral	Rate of Dead rent per hectare per annum ( in Rupees)
(1)	(2)	(3)
1.	For minerals specified in Sl.No.2(a) under the heading "A.Seigniorage Fee"	15,000.00
2.	For minerals specified in Sl.No.2(b) under the heading "A.Seigniorage Fee"	10,000.00
3.	For minerals specified in Sl.nos.1,3 and 5 under the heading "A.Seigniorage Fee"	2000.00
4.	For minerals specified in Sl.nos.4,6 and 7 under the heading "A.Seigniorage Fee"	1000.00
5.	For all other minor minerals not herein specified	1000.00

### <sup>1</sup>[D. PROSPECTING FEE FOR GRANITE

Sl. No.	Name of the Granite	Rate of Prospecting fee/ hectare / per annum ( in Rupees)
(1)	(2)	(3)
1.	Dolorite type	10,000.00
2.	Other types of Granite	5,000.00] <sup>1</sup>

1 Inserted vide G.O.Ms.No.86 Industries dated 22.6.2001

## APPENDIX II-A

(See rule 36-F of the Tamil Nadu Minor Mineral Concession Rules, 1959)

### **List of Institutions/Banks/Corporation :**

- (1) A Scheduled Bank as defined in clause (c) of section 2 of the Reserve Bank of India Act, 1934 (2 of 1934)
- (2) A Bank specified in column 2 of the First Schedule to the Banking Companies Acquisition and Transfer of Undertakings Act, 1970 (5 of 1970)
- (3) A Finance Corporation owned and controlled by a State Government.
- (4) A state Industrial Development Corporation.
- (5) The Unit Trust of India
- (6) The Industrial Finance Corporation of India.
- (7) The State Trading Corporation of India.
- (8) The Industrial Credit and Investment Corporation of India.
- (9) The life Insurance Corporation of India.
- (10) The Industrial Development Bank of India.
- (11) The Industrial Reconstruction Corporation of India Limited, Calcutta.
- (12) The state Industrial Corporation of Maharashtra
- (13) **The General Insurance Corporation of India and its four subsidiaries, namely :** (1)Oriental Insurance Company, New Delhi, (2) New India Assurance Company, Bombay, (3) National Insurance Company, Calcutta and (4) United Insurance company, Madras.
- (14) The Export and Import Bank of India.
- (15) The National Bank for Agriculture and Rural Development.

### APPENDIX III

( See rule 7)

#### FORM OF LEASE FOR QUARRYING AND CARRYING AWAY MINOR MINEARLS BY THE DEPARTMENTS OF THE GOVERNMENT, PANCHAYT UNION COUNCILS, PANCHAYTS OR MINICIPALITIES.

**THIS INDENTURE MADE THIS** \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
between the Governor of Tamil nadu (hereinafter referred as "the lessor" which  
expression shall, where the context so admits include his successors in office and  
assigns) of the one part, and the \_\_\_\_\_ Panchayat Union Council /  
Panchayat / Municipality (hereinafter referred to as "the lessee" which expression  
shall where the context so admits include its successors in office) of the other  
part.

**WHEREAS** the lessee has applied to Government of Tamil Nadu (hereinafter  
referred as "the Government") for the lease of lands in the  
\_\_\_\_\_ district for the purpose of digging and excavating metal and  
gravel in them and whereas the lessor has agreed to grant to the lessee and the  
lessee has agreed to accept a lease of the premises hereinafter demised hereunder  
upon the terms and conditions hereinafter contained.

#### **NOW THIS INDENTURE WITNESS AS FOLLOWS:-**

That in consideration of the rent hereby reserved and of the covenants and  
agreements of the lessee hereinafter contained the lessor doth hereby demise into  
the lessee all these several pieces or parcels of land situate in the  
village \_\_\_\_\_ in the sub-registration district of \_\_\_\_\_ and being  
respectively more particularly mentioned and described in the schedule hereunder  
written and delineated in the plans hereto appended to have and to hold subject to  
the provisions hereinafter appearing the said lands upto the lessee for the terms of  
\_\_\_\_\_ years beginning on the \_\_\_\_\_ day of \_\_\_\_\_ and  
ending on the \_\_\_\_\_ day of \_\_\_\_\_ paying therefor during the said terms the  
yearly assessment of Rs \_\_\_\_\_ and cess as may from time to  
time be imposed by the Government, such rent and cess to be paid on the  
\_\_\_\_\_ day of \_\_\_\_\_ in each year the said rent and cess to be  
paid clear of all deductions and subject to the lessee's covenants and other  
conditions and payments hereinafter appearing and the lessee doth hereby  
covenant with the lessor.

#### **2. The lessee covenants with the lessor as follows:-**

- (1) That the lessee will pay during the said terms the said rent and cess at  
the time and in the manner above said.
- (2) That the lands shall be used only for quarrying and excavating metal  
and gravel for the legitimate needs of the panchayat Union Council,  
Panchayat Board/Municipality.



- (3) That the lessee will at all times during the said terms keep the premises in good and substantial repair and deliver upto the lessor at the expiration or sooner determination of the said term subject only to such damages as may have been caused to premises by the quarrying above said conducted in a fair and workman like manner.
- (4) That the lessor's agents, servants and workmen shall be at liberty at all reasonable times during the said term to inspect and examine the works carried on by the lessee under the liberties hereinbefore granted and the lessee shall and will from time to time and at all times during the said term hereby granted conform to and observe all orders and regulations which the lessor or his authorised agent as the result of such inspection may from time to time see fit to impose to keep the premises in good and substantial repair or in the interests of public health and safety.

**3. It is further agreed between the parties hereto**

- (1) That if the lands should be used for any purpose other than the quarrying above said or if they are not used or at any time cease to be used for the said purpose the lessor shall be at liberty to terminate the lease without notice.
- (2) That the lease may be terminated in respect of the whole or part of the premises at three month's notice on either side.
- (3) That on such determination the lessee shall have no right to compensation of any kind.
- (4) That if there should be any breach or non-observance of the lessee's covenants hereinbefore contained it shall be lawful for the lessor at any time thereafter to enter upon the said premises and re-possesses and enjoy the same in his former estate.

- 4. The lessor doth hereby covenant with the lessee that save as is hereinbefore provided the lessee performing and observing the several; covenants and agreements hereinbefore contained may peacefully hold and enjoy the said premises during the said term without any interruption by the lessor or any person lawfully claiming through him.

**THE SCHEDULE**

Name of Taluk	Number and Name of the Village	Survey field Number	Extent in Square meters	Assessment	Boundaries North, South, West and East
(1)	(2)	(3)	(4)	(5)	(6)

**IN WITNESS** whereof \_\_\_\_\_ acting for and on behalf of and by the order and direction of the Governor of Tamil Nadu, and \_\_\_\_\_ acting for and on behalf of the said \_\_\_\_\_ have set their hands and the seal of the \_\_\_\_\_ has also been affixed to this instrument.

Signed by the above named \_\_\_\_\_ in the presence of:-

- 1.
- 2.

Signed by the above named \_\_\_\_\_ in the presence of:-

- 1.
- 2.

The seal of the \_\_\_\_\_ is affixed in the presence of:-

- 1.
- 2.

#### **APPENDIX IV**

<sup>2</sup>[See Rule 19A and 22]<sup>2</sup>

#### **FORM OF AGREEMENT FOR QUARRYING AND CARRYING AWAY MINOR MINERALS FROM RYOTWARI LANDS IN WHICH THE MINERALS BELONGS TO GOVERNMENT.**

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between (hereinafter referred to as "the registered holder" which term shall include in these presents where the context so admits include also his heirs, executors, administrators, legal representatives and assigns) of the one part and the Governor of Tamil Nadu (hereinafter called "the Government" which term shall where the context so admits, include also his successors in office and assigns) of the other part.

**WHEREAS** the registered holder holds (amongst others) the lands described in the schedule hereunder written (hereinafter referred to as the said lands).

<sup>1</sup>[**AND, WHEREAS**, the registered holder has made application to the collector of the district of \_\_\_\_\_ (hereinafter referred to as "the collector") seeking grant of quarrying lease for quarrying \_\_\_\_\_ in the said lands and to deposit mining waste in the said lands and has lodged with the collector an accurate map or sketch of the said lands;

**AND, WHEREAS**, the Collector, acting for and on behalf of the Government, has granted a quarrying lease to the registered holder and allowed him to commence quarrying operations for \_\_\_\_\_ in the said lands and to deposit mining waste thereon by the registered holder;]<sup>1</sup>

**AND WHEREAS** the registered holder has deposited with the collector, the sum of Rs. \_\_\_\_\_ as security against any loss or damage which may be incurred by the Government by reason of any of the said lands being rendered unfit for cultivation by any mining operations therein of the registered holder or by the deposit of mining waste thereon by the registered holder.

**NOW THESE PRESENTS WITNESS** and the registered holder doth hereby agree with the Government in the manner following, that is to say :-

1. The registered holder shall be at liberty at all times during the period of the lease to carry on mining operations for \_\_\_\_\_ in the said lands in a proper and workman like manner and to deposit mining waste on the said lands and shall at all times be answerable and accountable to the Government for all acts and defaults by any of his nominees, servants or agents in carrying on such operations or in making such deposit.

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1 Substituted vide in G.O.Ms.No.166 Industries dated 16.6.96

2 Substituted vide in G.O.Ms.No. 86 Industries dated 22.2.2001

2. The registered holder shall and will on the \_\_\_\_\_ day of \_\_\_\_\_ next and on the \_\_\_\_\_ day of \_\_\_\_\_ every succeeding year during so long as he shall have carried on any such mining operations as aforesaid pay to the Collector for and on behalf of the Government in addition to the land assessment for the time being payable in respect of the said lands, seigniorage on the minor minerals at the rate specified in Appendix II to the Tamil Nadu Minor Minerals Concession Ruls, 1959.
3. The registered holder shall and will keep correct accounts in such form as the Collector shall from time to time required and direct showing the quantities and other particulars of all minerals obtained by the registered holder from the said lands and also the number of persons employed in carrying on the said mining operations therein and shall from time to time when so directed by the Collector prepare and maintain complete and correct plans of all mines and working in the said lands and shall allow any officer hereunto authorised by the Director of Geology and Mining, Tamil Nadu from time to time and at any time to examine such accounts and any such plans and shall when so required supply and furnish all such information and returns regarding all or any of the matter aforesaid as the government shall, from time to time, require and direct.
4. The registered holder shall and will at all times allow any officer authorised by the Director of Geology and Mining, Tamil Nadu in that behalf to enter upon any part of the said lands where any mining operations may be carried on for the purpose of inspecting the same.
5. The registered holder shall forthwith send to the District Collector a report of any accident which may occur at or in the said lands and also of the discovery of any mineral other than (here enter the mineral already specified in the notice given by the registered holder ).
6. It shall be lawful for the registered holder at any time to cease mining operations under these present provided he shall pay to collector for and on behalf of the government land assessment , cess and seigniorage due to the government and shall restore the said lands or fence or fill in abandoned pits and excavations therein if required by the collector and upon his so doing these presents shall cease and determine.
7. In case the registered holder shall relinquish the whole or any part of the said lands or in case of the expiry or sooner determination of this agreement then and in any such case, he shall restore the lands so relinquished or so much thereof as the collector shall require to be restored to a state fit for cultivation or shall securely and permanently fence or fill in all such abandoned pits and excavations there in as the collector shall require to be so fenced or filled in, and in case the registered holder shall fail or neglect to restore any such land which he shall be required to restore to a state fit for cultivation or to so fence or fill in any such abandoned pit, or excavation which he shall be required to so fence, or fill in them and in any such case, it shall be lawful for the Collector to so restore any such lands, or as the case may be to so fence or fill any such pits or excavation at the expense of the registered holder and to apply the

said sum of Rs \_\_\_\_\_ so deposited in or towards the cost of so doing and to deduct from the amount of the said deposit and retain on behalf of the Government a sum equal to thirty times the assessment of the said lands which shall have been rendered unfit for cultivation. If however, the amount of deposit is not sufficient to cover the cost of such restoration of fencing or filling in or to meet thirty times the assessment on the area rendered uncultivable, it shall be lawful for the Government to recover the balance by resort to civil court.

8. The registered holder shall not be entitled to any remission of assessment in respect of any of the said lands which shall be rendered unfit for surface cultivation by the carrying on of any mining operations or by the deposit of mining waste, unless thirty times the assessment thereon has already been deducted under the preceding clause.
9. The registered holder shall not assign, lease or part with the possession of the said lands or any part thereof for the whole or any part of the said term without previous intimation in writing to the collector.
10. If the registered holder does not intend to carry on mining operations himself, but intends to lease out the right to do so to another person the registered holder and his lessee shall enter into an agreement with Government binding themselves jointly and severally to accept the conditions and stipulations herein contained which agreement shall be in the form set out in Appendix V to the Tamil Nadu Minor Mineral Concession Rules, 1959.
11. All land assessment, cess and seigniorage payable under these presents shall be recoverable under the provisions of the Madras Revenue Recovery Act, 1864, as if they were arrears of land revenue.
12. In the event of any breach by the registered holder by any of the conditions of this agreement, it shall be lawful for the Government to levy enhanced seigniorage or for the Collector to give notice in writing to the registered holder of his intention to cancel these presents whereupon the same shall stand cancelled but without prejudice to any rights which the Government may have against the pattadar in respect of any antecedent claim or breach of covenant or condition.
13. Any notice to be given to the registered holder may be addressed to his last known place of abode and where a notice has been so addressed it shall be deemed to have been duly served for the purpose of these presents.
14. Should any question or dispute arise regarding the agreement executed in pursuance of these rules or any matter or thing connected therewith or the powers of the registered holder thereunder, the amount or payment of the seigniorage fee or area assessment made payable thereby, the matter in issue shall be decided by the Director of Geology and Mining. In case the registered holder/registered holders, lessee/lessees is/are not satisfied with the decision of the Director of Geology and Mining, the matter shall be referred to the State Government, for decision.
15. The registered holder shall abide by the conditions laid down in the payment of wages Act, 1936 (central Act IV of 1936), the mines Act, 1952 (Central Act XXXV of 1952) and the Indian Explosives Act, 1884 (Central Act IV of 1884)

## THE SCHEDULE

(Here enter description of the lands as given in the notice to the Collector).

IN WITNESS whereof \_\_\_\_\_ the registered holder  
and \_\_\_\_\_ acting for and on behalf of and by the  
order and direction of the Governor of Tamil Nadu have hereunto set their  
hands.

Signed by this above name \_\_\_\_\_ in the presence of:-

1.

2.

Signed by the above named \_\_\_\_\_ in the presence of :-

1.

2.

<sup>1</sup>[ APPENDIX-IV-A

**FORM-I**

[See Rule 19(2)]

**APPLICATION FOR PERMISSION TO QUARRY BRICK EARTH**

From

To

The District Collector,

.....

Sir,

I/We submit this application under Rule 19(2) of Tamil Nadu Minor Mineral concession Rules, 1959.

2. I/We request that a quarrying permission for removal of brick earth from patta lands to which consent has been obtained, may be granted.

3. The required particulars are given below:

- (1) Name of the applicant with full :  
address
- (2) Particulars of registration of :  
Kiln ( copy of certificate to be  
enclosed)
- (3) a) Particulars of chalan for :  
remittance of application  
fee  
b) Particulars of chalan for :  
payment of Brick mineral  
annual fee
- (4) Has the applicant filed an :  
affidavit stating that the  
applicant has paid all the  
mining dues to the  
Government.
- (5) Particulars of quarrying :  
permission obtaining for brick  
earth in other Districts.
- (6) Location of the Kiln for which :  
quarry permission requested

<b>Taluk</b>	<b>Village</b>	<b>SF.No.</b>

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1. Introduced vide G.O.Ms.No.106 Industries MMC2 dt.24.12.2002

- (7) Any other information the applicant wants to furnish :

I/We do hereby declare that the particulars furnished above are correct and am /are ready to furnish any other details as may be required by the Government or the District Collector.

Yours faithfully,

Place:

Date :

**FORM-II**

[See Rule 19(2)]

**WAY PERMIT FOR BRICK EARTH**

- (1) Serial No. :  
(2) Name and address of permit holder :  
(3) Order No. and date of grant of quarry permit issued by the Collector :  
(4) Period of validity of quarry permit : From..... To.....  
(5) Location of the quarry :

Taluk	Village	S.F.No.	Extent in Hectares	Name of the pattadars

- (6) Address to which the brick earth is transported :  
(7) a) Mode of transportation :  
b) Registration No. of lorries /Tractors :

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1. Introduced vide G.O.Ms.No.106 Industries MMC2 dt.24.12.2002



- (8) Route of transport and :  
approximate distance to the destination
- (9) a) Date and time at which the :  
vehicle left the place of quarrying
- b) Approximate time expected :  
for transport
- 10) a) Signature of the permit holder :  
with seal
- b) Signature and date of the :  
Driver of the vehicle
- c) Signature & date :  
of authorised person to issue this permit at the quarry site

### FORM III

[See Rule 19(2)]

#### **FORM OF AGREEMENT FOR QUARRYING AND CARRYING AWAY BRICK EARTH FROM PATTALANDS**

AGREEMENT made this day  
of 20 between

.....  
(hereinafter referred to as "the permit holder" which term shall include where the context so admits his heirs, executors, administrators, legal representatives and assigns) of the ONE PART and the Governor of Tamil Nadu (hereinafter called "the Government" which term shall where the context so admits, include also his successors in office and assigns) of the OTHER PART.

WHEREAS, the permit holder has made application to the Collator of the district of (hereinafter referred to as "the Collector") seeking grant of quarrying lease for quarrying brick earth.

AND, WHEREAS, the Collector, acting for and on behalf of the Government, has granted a quarrying lease to the permit holder and allowed him to commence quarrying operations for brick earth in the patta lands for which consent has been obtained by the permit holder from the pattadars.

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1. Introduced vide G.O.Ms.No.106 Industries MMC2 dt.24.12.2002

AND WHEREAS, the permit holder has deposited with the Collector, the sum of Rs. (Rupees ) as security against any loss or damage which may be incurred by the Government by reason of any mining/ quarrying operations therein, or by the deposit of mining waste thereon by the permit holder.

NOW, THESE PRESENTS WITNESS and the permit holder doth hereby agrees with the Government in the manner following, that is to say:-

1. The permit holder shall be at liberty at all times during the period of the lease to carry on mining operations for brick earth in the said lands consented by the pattadars in a proper and workman like manner and to deposit mining waste on the said lands and shall at all times be answerable and accountable to the Government for all acts and defaults by any of his and accountable to the Government for all acts and defaults by any of his nominees, servants or against in carrying on such operations or in making such deposit.
2. The permit holder had paid brick mineral annual fee vide chalan dated..... in at.....for the period from..... to..... and in addition to this the permit holder undertakes to pay the land assessment in respect of the lands from which the permit holder intends to remove brick earth during this tenure and calculated at the end of permit period.
3. The permit holder shall and will keep correct accounts in such form as the Collector shall from time to time require showing the quantities and other particulars of all minerals obtained by the permit ;holder from the said lands and shall allow any officer authorised by the Director of Geology and Mining, Tamil Nadu from time to time to examine such accounts and shall when so required supply and furnish all such information and returns regarding all or any of the matter aforesaid as the Government shall, from time to time, require and direct.

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1. Introduced vide G.O.Ms.No.106 Industries MMC2 dt.24.12.2002

4. The permit holder shall and will at all times allow any officer authorised by the Director of Geology and Mining, Tamil Nadu in that behalf to enter upon any part of the said lands where any mining/quarrying operations may be carried on, for the purpose of inspecting the same.
5. The permit holder shall forthwith send to the District Collector a report of any accident which may occur at or in the said lands and also of the discovery of any mineral other than the mineral already specified in the permit.
6. It shall be lawful for the permit holder at any time to cease mining operations under these presents provided he shall pay to the Collector land assessment, due to the Government and shall restore the said lands or fence or fill in abandoned pits and excavations there in if so required by the Collector and upon his so doing these presents shall cease and determine.
7. In case, the pattadars of the land shall relinquish the whole or any part of the said lands or in case of the expiry or sooner determination of this agreement then and in any such case, he shall restore the lands so relinquished or so much thereof as the Collector shall require to be restored to a State fit for cultivation or shall security and permanently fence or till in all such abandoned pits and excavations therein as the Collector shall require to be so fenced or filled in, and in case the permit holder shall fail or neglect to restore any such land which he shall be required to restore to a state fit for cultivation or to so fence or fill in any such abandoned pit, or excavation which he shall be required to so fence, or fill in them and in any such case, it shall be lawful for the Collector to so restore any such lands, or as the case may be to so fence or fill any such pits or excavation at the expense of the permit holder and to apply the said sum of Rs... (Rupees.....) so deposited in or towards the cost of so doing and to deduct from the amount of the said

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1. Introduced vide G.O.Ms.No.106 Industries MMC2 dt.24.12.2002

deposit and retain on behalf of the Government a sum equal to thirty times the assessment of the said lands which shall have been rendered unfit for cultivation. If however, the amount of deposit is not sufficient to cover the cost of such restoration of fencing or filling in or to meet thirty times the assessment on the area rendered uncultivable, it shall be lawful for the Collector to recover the balance by resort to civil court.

8. The permit holder shall not be entitled to any remission of assessment in respect of any of the said lands which shall be rendered unfit for surface cultivation by carrying on any mining operations or by the deposit of mining waste, unless thirty times the assessment thereon has already been deducted under the preceding clause.
9. All land assessment payable under these presents shall be recoverable under the provisions of the Tamil Nadu Revenue Recovery Act, 1864, as if they were arrears of land revenue.
10. In the event of any breach by the permit holder, of any of the conditions of this agreement, it shall be lawful for the authorities to invoke penal clauses enumerated in Tamil Nadu Minor Mineral concession Rules, 1959.
11. Should any question or dispute arise regarding this agreement executed in pursuance of these rules or any matter or thing connected therewith or the powers of the permit holder thereunder, the amount or payment of the brick mineral annual fee, area assessment made payable thereby, the matter in issue shall be decided by the Director of Geology and Mining, in case, the permit holder is not satisfied with the decision of the Director of Geology and Mining, the matter shall be referred to the State Government, whose decision shall be final.
12. The registered holder shall abide by the conditions laid down in the payment of wages Act, 1936 (Central Act IV of 1936), the Mines Act, 1952 (Central Act XXXV of 1952) and the Indian Explosives Act, 1884 (Central Act IV of 1884) and the rules made thereunder.

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1. Introduced vide G.O.Ms.No.106 Industries MMC2 dt.24.12.2002

13. The permit holder shall intimate in writing, fifteen days in advance, to the District Collector about the details of lands from which the minerals is to be quarried and removed, whenever the permit holder intends quarry brick earth from a new patta land, the procedure said above shall be followed.
14. In case if the permit holder discontinue the quarrying operation the permit holder shall not be entitled for any remission of fees or any other compensation for such period during which he discontinues the quarrying operation.

IN WITNESS Where of.....  
 .....  
 the permit holder and the Collector of ..... District  
 acting for and on behalf of and by the order and direction of the Governor  
 of Tamil Nadu have hereunto set their hands.

Collector

Permit holder

Signed by the above

Signed by the above

Named in the presence of:-

Named in the presence of :-

1.

1.

2.

2.

---

1. Introduced vide G.O.Ms.No.106 Industries MMC2 dt.24.12.2002

APPENDIX V

<sup>2</sup>[See Rules 19A and 33]<sup>2</sup>

**FORM OF JOINT AGREEMENT FOR QUARRYING AND CARRYING AWAY MINOR MINERALS BY LESSEES IN RYOTWARI LANDS IN WHICH THE MINERALS BELONG TO GOVERNMENT.**

**THIS AGREEMENT MADE THE** \_\_\_\_\_ day of \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_ between \_\_\_\_\_ son of \_\_\_\_\_ residing at \_\_\_\_\_

(hereinafter referred to as "the registered holder" which expression shall where the context so admits include his heirs, executors, administrators, legal representatives and assigns) of the first part and \_\_\_\_\_ son of \_\_\_\_\_ residing at \_\_\_\_\_ (hereinafter referred to as "the lessee" which expression shall where the context so admits shall include his heirs, executors, administrators, legal representatives and assigns) of the second part and the Governor of Tamil Nadu (hereinafter referred to as the Government which expression shall where the context so admits shall include his successors in office and assigns) of the third part.

<sup>1</sup>[**WHEREAS**, the registered holder holds the lands described in the schedule hereto and intended to lease out to the lessee of the said lands for the purpose of quarrying \_\_\_\_\_ in the said lands and to deposit mining waste in the said lands and has lodged with Collector the lease and accurate map or sketch of the said lands.

**AND, WHEREAS**, the lessee or tenant of the registered holder has made application to the Collector of the district of \_\_\_\_\_ (hereinafter referred to as "the Collector") seeking grant of quarrying lease for quarrying \_\_\_\_\_ in the said lands and to deposit mining waste in the said lands and has lodged with the Collector an accurate map or sketch of the said lands;

**AND WHEREAS**, the Collector, acting for and on behalf of the Government has granted a quarrying lease to the lessee or tenant of the registered holder and allowed him to commence quarrying operations for \_\_\_\_\_ in the said lands and to deposit mining waste thereon by the lessee or tenant of the registered holder;]<sup>1</sup>

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1 Substituted vide G.O.Ms.No.166 Industries dated 16.6.1996

2 Substituted vide G.O.Ms.No.86 Industries dated 22.6.2001

**AND WHEREAS**, the Collector is prepared to allow the said registered holder or lessee to commence mining operations and to deposit mining waste in or on the said lands described in the schedule for a term of..... years beginning on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ upon the registered holder and the lessee entering into the agreement here in contained.

**AND WHEREAS**, the registered holder has deposited with the collector, the sum of Rs \_\_\_\_\_ as security for the due performace of the covenants, agreements and provisos or damage which may be incurred by the Government by reason of any of the said lands described in the schedule hereto being rendered unfit for cultivation by the mining operations therein or by the deposit of mining waste thereon by either the registered holder or the lessee.

**AND WHEREAS**, the lessee has at the request of the registered holder and in consideration of such approval by the Collector of the mining operations as hereinbefore recited agreed to join in these presents for the purpose of entering into covenants, agreements and provisos hereinafter contained as surety for the registered holder.

**NOW THESE PRESENTS WITNESS** and registered holder and the lessee do hereby jointly and severally and each of them doth individually hereby covenant and agree with the Government as follows:-

1. To carry on mining operations during the said term in a proper and workman like manner and to deposit mining waste on the lands described in the schedule hereto and to answer and to account at all reasonable times to Government for all acts and defaults committed by any servants, agents or workmen employed by the registered holder or lessee in carrying on such operaions or in making such deposits.
2. To pay on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ Next and on the \_\_\_\_\_ day of \_\_\_\_\_ of every succeeding year so long as the operations aforesaid are carried on, into the Treasury/State Bank of India at \_\_\_\_\_ to the credit of the Government in addition to the land assessment for the time being payable in respect of the said lands seigniorage on the minerals mined at the rates prescribed by the Government from time to time.
3. To abide by the rules prescribed by the Government from time to time regarding quarrying of minor minerals.
4. To keep correct accounts in such form as the collector shall from time to time required and direct showing the quantities and other particulars of all minerals obtained by the registered holder or the lessee from the said lands and also the number of persons employed in carrying on the said mining operations therein and to prepare and maintain from time to tome when so directed by the said collector complete and correct plans of all mines and working in the said lands and to allow any officer thereunto authorised by the Director of Geology and Mining, Tamil Nadu, from time to time and at all times to examine such accounts and any such plans and to supply and

furnish when so required all such information and returns regarding all or any of the matters aforesaid as the Government may from time to time required and direct.

5. To allow any officer authorized by the Director of Geology and Mining, Tamil Nadu in that behalf from time to time and at all times to enter upon any part of the said lands where mining operations may be carried on for the purpose of inspecting the same.
6. To forthwith send to the Collector a report of any accident which may occur at or in the said land and also of the discovery therein of any minerals other than (here enter the minerals already specified in the notice given by the registered holder).
7. Not to claim any remission of assessment in respect of any of the said lands which shall be rendered unfit for surface cultivation by the carrying on of any mining operations or by the deposit of mining waste unless thirty times of the assessment thereon has been deducted under proviso 2 here under.

**PROVIDED ALWAYS** and it is hereby further agreed by and between the parties as follows:-

1. That it shall be lawful for the registered holder or lessee as the case may be at any time to cease mining operations under these presents provided the registered holder or lessee shall pay the Government or the Collector the land assessment, cess and seigniorage payable by the registered holder or the lessee under these presents upto to the end of the year in which the registered holder or the lessee shall cease such mining operations and shall restore the said lands fence or fill in abandoned pits and excavations therein if required by the collector as next hereinafter provided and upon, the registered holder or the lessee so doing these presents shall cease and determine.
2. That in case the registered holder shall relinquish the whole or part of the said lands in case of the expiry or sooner determination of this agreement then and in any such case, the registered holder in the case of relinquishment and the registered holder and the lessee in other cases shall restore said lands or the area relinquished or so much thereof as the collector shall required to be restored to a state fit for cultivation and shall securely and permanently fence or fill in all abandoned pits and excavation therein as the Collector shall require to be so fenced or filled in and incase the registered holder or the lessee shall fail, or neglect any such lands with the registered holder or the lessee be required to restore to a state fit for cultivation or to so fence or fill in any such abandoned pit or excavation which the registered holder or the lessee shall be required to so fence or fill them and in any such case it shall be lawful for the collector to so restore any such lands or as the case may be so fence or fill in any pit or excavation at the expense of the registered holder or lessee and to apply the said sum of Rs \_\_\_\_\_ so deposited in or towards the cost of so doing and to deduct from the amount of the said deposit and retain on behalf of the Government a sum equal to thirty times the assessment of the said lands which shall have been rendered unfit for cultivation. If, however the amount



of deposit is not sufficient to cover the cost of such restoration or fencing or filling as the case may be or to meet thirty times the assessment of the area rendered uncultivable, it shall be lawful for the Government to recover the balance by resort to Civil Court.

3. That all land assessment, cess and seigniorage payable under these presents shall be recoverable under the provisions of the Tamil nadu Revenue Recovery Act, 1864, or any subsisting statutory modification thereof, as if the same were arrear of land revenue.
4. That in the event of any breach of the registered holder of any of the conditions of these presents, it shall be lawful for the Government to levy enhanced seigniorage subject to the maximum of five times the normal rate or for the collector to give notice in writing to the registered holder of his intention to cancel these presents whereupon the same shall stand cancelled but without prejudice to any rights which the Government may have against the registered holder in respect of any antecedent claim or breach of covenant or condition.
5. That any notice to be given to registered holder may be addressed to his last known place of abode and where a notice has been so addressed it shall be deemed to have been duly served for the purpose of these presents.
6. Should any question or dispute arise regarding an agreement executed in pursuance of these rules or any matter or thing connected therewith or the powers of the registered holders thereunder, the amount or payment of the seigniorage fee or area assessment made payable thereby, the matter in issue shall be decided by the Director of Geology and Mining. In case the registered holder/registered holders, lessee/lessees, is/are not satisfied with decision of the Director of Geology and Mining, the matter shall be referred to the State government.

#### **THE SCHEDULE**

(Here enter description of lands as given in the notice to the Collector)

**IN WITNESS** whereof \_\_\_\_\_ the registered holder and \_\_\_\_\_ the lessee \_\_\_\_\_ acting for and on behalf of and by the order and direction of the Governor of Tamil Nadu have hereunto set their hands.

Signed by the above name \_\_\_\_\_ in the presence of:-

1.

2.

Signed by the above name \_\_\_\_\_ in the presence of:-

1.

2.

Signed by the above name \_\_\_\_\_ in the presence of:-

1.

2.

## <sup>1</sup>[APPENDIX V-A]<sup>1</sup>

(See rule 36-F of the Tamil Nadu Minor Mineral Concession Rules, 1959).

### **Form of Transfer of quarrying lease**

#### **When the transferor is an individual: -**

The Indenture made this ..... day of ..... 20 between ..... (name of the person with address and occupation) hereinafter referred to as the “transferor” which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns).

#### **When the transferor 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 (Central Act 9 of 1932) and having their registered office at..... (herein after referred to as “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) of the FIRST PART.

#### **When the transferor is a registered company:-**

(Name of company ) a company registered under ..... (Act under which incorporated) and having its registered office at ..... (Address) (hereinafter referred to as the “transferor” which expression shall where the context so admits be deemed to 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).

---

1 Appendix V-A inserted vide G.O.Ms.No. 215 Industries dated 14.8.1997

**When the transferees 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 “transferee” which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns).

**When the transferee is a registered firm:-**

..... (Name and address of all the partners where all carrying on business in partnership under the firm name and style of )  
..... (Name of the firm) registered under the Indian Partnership Act, 1932) and having their registered office at..... (hereinafter referred to as the “transferee” which expression shall where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns).

**When the transferee is a registered company:-**

..... (Name of company) a company registered under (Act under which incorporated) and having its registered office at ..... (Address) (hereinafter referred to as the “transferee” which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the SECOND PART, and

The Governor of ..... (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 virtue of an indenture of lease, dated the ..... and registered as No ..... on ..... (date) in the Office of the Sub Registrar of ..... (place) (herein after referred to as lease) the original whereof is attached hereto and marked “A” entered into between State Government (therein called the lessor) and the transferor (therein called the lessee) the transferor is entitled to search for, win and work the quarries and minerals in respect of ..... [Name of mineral(s)] in the lands described in the Schedule thereto and also in the Schedule annexed hereto for the term and subject to the payment of 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 written consent of the lessor.

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 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 set forth.

**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 the said herein before cited 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 on 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 quarrying 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 quarrying lease now being transferred that no other person or persons has any right, title or interest whereunder in the present quarrying lease being transferred.
  - (iii) The transferor further declares that he has not entered into or made any agreements, contracted or understanding whereby he had been or is being directly or indirectly financed to a substantial extent by or under which the transferors 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 quarrying lease.
  - (v) The transferee further declares that he is financially capable of and will directly undertake quarrying operations.
  - (vi) The transferee further declares that he has filed an affidavit stating that he has filed upto date income tax returns, paid the income-tax assessed on him and paid the income tax on the basis of self-assessment as provided in the Income Tax Act, 1961 (43 of 1961).
  - (vii) The transferor has supplied to the transferee the original/or certified copies of all plans of abandoned workings in the area and in a belt of 65 metres wide surrounding it.

- (viii) The transferee hereby further declares that as a consequence of this transfer, the total area while held by him under mineral concessions are not in contravention of any of the provisions of the Act or with Tamil Nadu Minor Mineral Concession Rules, 1959.
- (ix) The transferor has paid all the rent, royalties and other dues towards Government till this date in respect of this lease.

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

### **SCHEDULE- I**

#### **Location and area of the lease:**

All that tract of lands situated at ..... (Description of area or areas ) ..... in the registration District ..... Sub-District ..... and District ..... bearing cadastral Survey Nos ..... containing an area of ..... or thereabouts 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 State Government in the presence of

1.

2.

Signature of the transferor in the presence of witnesses.

1.

2.

Signature of transferee in the presence of witnesses.

1.

2.

**APPENDIX - VI**  
(See Rules 8 and 19)

**TENDER APPLICATION/ APPLICATION FOR GRANT OF  
QUARRYING LEASE**

(To be submitted in triplicate)

Dated ..... day of ..... 20.....

From

To

Sir,

I/We submit this application under rule 8 of Tamil Nadu Minor Mineral Concession Rules, 1959 in respect of District Gazette Notification No..... dated..... or newspaper advertisement dated .....

I/We request that a quarrying lease under rule 19 of the Tamil Nadu Minor Mineral Concession Rules, 1959 may be granted to me/us. (Strike out whichever is not applicable).

The required particulars are given below:

1. Name of the applicant with full address
2. (a) Is the applicant an individual or a Private Company/firm or association;  
(b) If the applicant is an individual, specify his Nationality;  
(c) If the applicant is a private company, firm or Association, name of Directors, Partners, Members and their Nationality (Document evidence should be produced)

---

Appendix VI inserted vide G.O.Ms.No.166 Industries dated 16.6.94 w.e.f. 22.6.94

3. <sup>1</sup>[Particulars or remittance of Deposit. Furnish the number and date of demand draft. (Enclose the demand draft).]<sup>1</sup>
4. Has the applicant filed an affidavit stating that the applicant:
  - (a) has filed up-to-date income tax returns;
  - (b) has paid the income tax assessed on him; and
  - (c) has paid the income tax on the basis of self-assessment as prescribed in the Income Tax Act, 1961.
5. Minor mineral which the applicant intends to quarry with description.
6. Period for which quarrying lease is required.
7. Total extent of the area applied for.
8. Details of the area for which tender application/application is made.

District	Taluk	Village	Survey No	Area in Hectare
1	2	3	4	5

9. Maximum tender amount the applicant is willing to offer for getting the quarrying lease (Specify both in figures and words).  
(Not applicable to application made under rule 19).
10. Particulars of the areas already held under quarrying lease in Tamil Nadu.
11. (a) Whether mining dues clearance certificate towards payment of quarrying dues, if any enclosed.  
(b) If on the date of application the applicant does not hold any quarrying lease or mining lease whether an affidavit to this effect is furnished.

---

1 Substituted vide G.O.Ms.No.104 Industries dated 17.7.1996



**12.** Any other particulars which the applicant wishes to furnish.

I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details and security deposit as may be required by the Government or District Collector or District Forest Officer. I hereby swear and state that I know very well about the provisions contained in the Tamil Nadu Minor Mineral Concession Rules, 1959, in respect of granting of quarry lease applied for and other conditions stipulated in connection with the quarrying operations. I also swear and state that on no circumstances I will produce any rough blocks or slabs or any other form of stone from the area applied for lease either for export purpose in the form of raw blocks, slab, etc., or for using them in a cutting and polishing industry.

Yours faithfully,

(Signature of Applicant)

PLACE:

DATE :



**III.** The required particulars are given below:

1. Name of the applicant industry in which the quarry lease is required to be granted with full address.
2. (a) Is the applicant industry owned by an individual or private Company, firm or association?  
(b) If the applicant industry is owned by individuals, specify his name, nationality, and address.  
(c) If the applicant industry is owned by private company, firm or association, specify name of Directors, Partners, Members and their Nationality (Documentary evidence should be produced)
3. (a) Particulars of remittance of application fee (furnish challan No. and date. Enclose the original challan.)  
(b) <sup>1</sup>[ ]<sup>1</sup>
4. Has the applicant filed an affidavit stating that the applicant:-
  - (a) has filed up-to-date Income-Tax return.
  - (b) Has paid the Income-Tax assessed on him and
  - (c) Has paid the Income-Tax on the basis of self-assessment as prescribed in the Income-Tax Act,1961?.
5. (a) Whether Mining Dues Clearance Certificate towards payment of quarrying dues, if any, enclosed?  
(b) If on the date of application the applicant does not hold any quarrying lease/mining lease whether an affidavit to this effect is furnished.
6. Is the applicant having an existing industry or industrial programme for proposed industry? Specify and enclose the industrial programme and furnish the following:-
  - (a) Category of the existing/proposed Industry (e.g. 100 per cent E.O.U/D.G.T.D./S.S.I)
  - (b) License No. and date
  - (c) Installed capacity/production capacity per annum in Sq. Mts.
  - (d) Total investment in the industry.
  - (e) Date of commencement of the Industry.

---

1 Deleted vide G.O.Ms.No.273 Industries dated 13.10.1997

- (f) Nature of products manufactured [Specifying quantities of individual items (e.g. building slabs/monuments/tiles etc.)] per annum in Sq. Mts.
  - (g) Annual requirement of raw materials per annum in cubic metres.
  - (h) Expansion details, if any (furnish documentary evidence) (Furnish above details for proposed industry also excepting Sl. No.6(b) if license is not yet obtained, 6(e) and 6(h).
7. Minor Mineral which the applicant intends to quarry with description.
  8. Period for which quarrying lease is required.
  9. Total extent of the area applied for.
  10. Details of the area for which the tender application is made.

District	Taluk	Village	Survey No.	Area in Hectare.
(1)	(2)	(3)	(4)	(5)

11. Maximum tender amount the applicant is willing to offer for getting quarrying lease (Specify both in figures and words)
12. Particulars of areas already held under quarrying lease in Tamil Nadu (Enclose an affidavit showing the particulars of areas mineral wise in each District of the State which the applicant or any other person jointly with him already holds under a quarry lease; already applied for but not yet granted; or being applied for simultaneously).
13. Any other particulars which the applicant wishes to furnish.

I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details and security deposit as may be required by the Government or District Collector or District Forest Officer. I hereby swear and state that I know very well about the provisions contained in the Tamil Nadu Minor Mineral Concession Rules, 1959, in respect of granting of quarrying lease applied for and other conditions stipulated in connection with the quarrying and other operations.

Yours faithfully,

(Signature of the Applicant)

PLACE:

DATE:

**APPENDIX VI-B**

**(See rule 8(10-A))**

**APPLICATION FOR GRANT OF QUARRYING LEASE FOR STONE  
TO THE RELEASED BONDED LABOUR / <sup>1</sup>[SGSY CO-OPERATIVE  
SOCIETIES]<sup>1</sup>**

**(To be submitted in Triplicate)**

Dated                      date of              200

From

To

The District Collector,

Sir,

I/We..... submit this application under rule 8(10-A) of the Tamil Nadu Minor Mineral Concession Rules, 1959 in response to the District Gazette Notification No..... dated..... or newspaper advertisement dated.....

I/We request that a quarrying lease under rule 8(10-A) of the Tamil Nadu Minor Mineral Concession Rules, 1959 may be granted to us.

**The required particulars are given below:-**

1. Name of the Society formed by the released bonded labourer / <sup>1</sup>[SGSY]<sup>1</sup>
2. (a) Registration No. under the Tamil Nadu Co-operative Societies Act, 1983. [Tamil Nadu Act, 30 of 1983 or Tamil Nadu Societies Registration Act, 1975 (Tamil Nadu Act, 27 of 1975) ( Enclose attested copy of the Certificate of Registration)]

---

Appendix VI B inserted vide G.O.Ms.No.635 Industries dated 3.8.99

1 Substituted vide G.O.Ms.No.303 Industries dated 25.8.2000

(b) Name of the individual members with Address.

*(Enclose list separately showing the status of members with membership No.)*

(c) Area of operation of the Society Panchayat area.....

3. Particulars of Application fee paid (furnish the number and date of chalan).
4. Minor Mineral, which the applicant Society intends to quarry with description.
5. Period for which quarrying lease is required.
6. Total extent of the area applied for.
7. Details of area for which the application is made.

District	Taluk	Village	Panchayat area	Survey Number	Extent in hectares
(1)	(2)	(3)	(4)	(5)	(6)

8. Particulars of areas already held under Quarrying lease in Tamil Nadu
9. Has the applicant Society filed an affidavit stating that the society-
  - (a) have filed upto-date income tax returns.
  - (b) have paid the income tax assessed on them.
  - (c) have paid income tax on the basis of self-assessment as prescribed in the Income Tax Act, 1961.
10. (a) Whether mining dues clearance certificate towards payment of quarrying dues if any enclosed.  
(b) If on the date of application, the applicant society does not held any quarrying lease, whether an affidavit to this effect furnished.
11. Any other particulars which the applaicant Society wishes to furnish.

I/We do hereby declare that the particulars furnished above are correct to the best of our knowledge and are ready to furnish any other details and security deposit as may be required by the Government or District Collector. I/We hereby state and affirm that we are aware of the provisions contained in the Tamil Nadu Minor Mineral Concession Rules, 1959 in respect of granting of quarry lease applied for and other conditions stipulated in connection with the quarrying operations. We also state and firm that on no circumstances we will produce any roughblocks or slabs or any other form of stone from the area applied for lease either for export purpose in the form ofraw blocks, slabs, etc., or for using them in a cutting and polishing industry within the country.

Yours faithfully,

Authorised signature of the Society

**APPENDIX VII**  
(See rules 8-C and 19 - A)

APPLICATION FOR GRANT / RENEWAL OF QUARRYING  
LEASE  
(To be submitted in triplicate)

Dated                                  day of                                  2000

To  
The Secretary to Government  
Industries Department,  
Fort St.George, Chennai-600 009.

Through the  
District Collector / District  
Forest Officer

**I.** I/We request that a quarrying lease or renewal of quarrying lease under rules 8-C/19-A of the Tamilnadu Minor Mineral Concession Rules, 1959 may be granted to me /us.

**II.** A sum of Rs.5000/- (Rupees Five thousand only) being non refundable application fee for fresh grant or renewal of quarrying lease has been remitted under the following Head of Account:-

*“0853 Non Ferrous Mining and Metallurgical Industries - 102 Mineral Concession Fees, rent, royalties-A. Quarries and Minerals-D.P.Code No.0853-00-102-AA-007.”*

**III.** The required particulars are given below:-

1. Name of the applicant with full address
2. Is the applicant a Government company or Private firm or association?
3. Names of the Directors/Partners/Members and their Nationality (Documentary evidence should be produced)
4. Profession or nature of business of the applicant.
5. Is the application for fresh grant or for renewal?
6. Particulars of remittance of non refundable application fee
7. Has the applicant filed the latest Income Tax Clearance Certificate.

If not whether the applicant has filed a sworn affidavit stating that the applicant:-

- (a) has filed up-to-date income tax returns.
- (b) has paid the income tax assessed on him; and
- (c) has paid the income-tax on the basis of self-assessment as prescribed in the Income Tax Act 1961.

8. Type of Granite, which the applicant intends to quarry.
9. Periods for which quarrying lease/renewal of lease is required.
10. Total extent of area applied for.
11. Details of the area for which the \*quarrying lease or renewal of lease is required.

District	Taluk	Village	Survey No	Area in Classification Hectares

\* Score out whichever is not applicable.

- 11(a) In case of patta lands whether documents in proof of having surface rights or consent of the registered holder have been enclosed.
12. Whether the F.M.B sketch and the toposketch showing the area applied for have been enclosed.
13. Financial resources of the applicant (enclose copy of the latest solvency certificate).
14. A sworn affidavit furnishing the particulars of areas already held under prospecting license and quarrying lease for granite in each District of Tamilnadu, already applied for but not granted and being applied for simultaneously.
15. (a) Latest Mining Dues Clearance Certificate as per Appendix-VIII  
(b) If on the date of application, the application does not hold any prospecting license and quarrying lease whether a sworn affidavit to this effect is furnished.
16. If the applicant intends to supervise the works, his previous experience of prospecting or mining should be explained. If he intends to appoint a manager, his qualification and the nature of his previous experience should be specified and his consent letter should be furnished.
17. In case of renewal whether approved mining plan / scheme valid at the time of filing renewal application has been furnished.
18. Whether any penal action taken/initiated against the lessee for violation of lease conditions.  
If so, furnish details and enclose supporting documents.
19. Any other particulars which the applicant desires to furnish.

I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details and security deposit as may be required by the Government.

Yours faithfully,

(Signature of applicant)



Place:

Date:

Note:

Delete whichever is not applicable

Serial No.III (13) is applicable only for applicants coming under Rule 19A",

**APPENDIX VII – A**

**(See rule 36-F of T N M M C R 1959)**

**APPLICATION FOR TRANSFER OF QUARRYING LEASE**

**(To be submitted in Triplicate).**

Dated the ..... day of ..... 20.....

To

The Secretary to Government,

Industries Department,

Fort St. George,

Chennai-600 009.

Through

The District Collector/

District Forest Officer,

.....

.....

Sir,

- (1) I/We request for transfer of my/our quarrying lease as per rule 36-F of the Tamil Nadu Minor Mineral Concession Rules, 1959.
- (2) A sum of Rs..... being the non-refundable application fee payable under sub-rule (5) (a) (i) of rule 36-F of the said Rules has been deposited.
- (3) The required particulars are given below:-
  - (i) Name of the lessee applicant with complete address.
  - (ii) Is the applicant a private individual; private company/public company/firm or association?

- (iii) In case the applicant is :-
  - (a) an individual, his nationality;
  - (b) a Company, an attested copy of the Certificate of Registration of the Company shall be enclosed.
  - (c) a firm or association, the nationality of all the partners of the firm.
- (4) Name of the proposed transferee with complete address;
- (5) Is the proposed transferee a private individual/private company/public company/firm or association?
- (6) In case the proposed transferee is :-
  - (a) an individual, his nationality;
  - (b) a company, attested copy of the Certificate of Registration of the Company shall be enclosed;
  - (c) a firm or association, the nationality of all the partners of the firm.
- (7) No. and date of Valid Clearance Certificate of payment of mining dues:-
  - (a) obtained and furnished by the lessee applicant.
  - (b) obtained and furnished by the proposed transferee.
- (8) Whether an affidavit that the upto-date Income Tax Return, as prescribed under the Income Tax Act, 1961 has been filed and the tax due including the tax on account of self-assessment has been paid is enclosed.
  - (a) by the lessee applicant;
  - (b) by the proposed transferee.
- (9) Whether the affidavit specified in sub-rule (5) (a) (ii) and (iii) of rule 36-F of the transferor and the proposed transferee are enclosed?
- (10) Whether list of minor mineral quarries already held by the proposed transferee under lease and applied for grant/transfer with complete details enclosed?
- (11) No. and date of the chalan for payment of the application fee (enclose original chalan).
- (12) (a) Government Order No. and date or District Collector/District Forest Officer's Proceeding No. and Date whereby the lease sought for transfer was originally granted or renewed.

(b) Details of the lease hold area;

District	Taluk	Village	S.F.No.	Area in Hects
1	2	3	4	5

(c) Whether copy of the lease deed is enclosed?

(13) Any other particulars the applicant may wish to furnish.

I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details including accurate plans, as may be required by you.

Yours faithfully,

Signature and Designation  
of the applicant.

PLACE:

DATE:

## APPENDIX VIII

(See rules 8, 8-C, 19, and 19-A)

### MINING DUES CLEARANCE CERTIFICATE

1. Name and address of the applicant.
2. The details of the quarrying lease or mining lease or permit obtained by the applicant and penalty, if any, levied on the applicant in the State of Tamil Nadu.

Location of the mining area.			Order No. and date by which mining right was obtained by the applicant and penalty, if any levied on the applicant.	Name of the mineral(s)
District	Taluk	Village		
1	2	3	4	5

3. The district(s) in which the applicant is assessed for mining dues and/or payments are made.
4. Particulars concerning royalty and other payments for preceding five financial years.
5. (a) Total mineral revenue assessed/liable to be paid by the applicant. Rs.  
(b) Mineral revenue paid. Rs.  
(c) Unpaid mineral revenue Rs.

## INSTRUCTIONS

- (1) Separate statements for different leaseholds and district should be attached.
- (2) If any dues remain unpaid the reasons should be explained in an attached statement.
- (3) It must be declared whether any attachment or court proceeding is pending in respect of arrears (Furnish full particulars).

I declare that the above informations are correct and complete to the best of my information and belief.

DATE:

Signature of Applicant

The certificate is valid for one year from the date of issue.

Signature of the Issuing Authority.

PLACE:

DATE:

SEAL

**APPENDIX IX**  
**(See rules 8, 8-C,19 and 19-A)**

**ACKNOWLEDGEMENT FOR RECEIPT OF APPLICATION FOR  
GRANT/RENEWAL OF**

**QUARRYING LEASE**

Received one cover/sealed cover from Thiru.....  
.....  
.....  
.....  
.....  
.....  
.....  
..... on.....  
..  
.....  
at .....(mention time).

Signature and Designation of  
Receiving Officer.

PLACE:

DATE:

(Duplicate copy shall be retained in the Office of the Receiving Officer).

**APPENDIX X**

**(See rule 3)**

**APPLICATION FOR QUARRYING PERMIT**

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

Dated .....

Signature of receiving Officer

To

<sup>1</sup>[The District Collector,]<sup>1</sup>

.....

Sir,

1. I/We request that a quarrying permits under rule 3 of the Tamil Nadu Minor Mineral Concession Rules, 1959 be granted to me/us.
2. The required particulars are given below:-
  - (i) Name of the applicant with complete address.
  - (ii) Whether the applicant is an individual or firm or company.
  - (iii) Nationality of the applicant or place of registration or incorporation of firm or company.
  - (iv) Profession or nature of business of the applicant.
  - (v) (a) Whether the demand draft is enclosed for payment of application fee and seigniorage fee.  
(b) Furnish the following particulars of the demand draft enclosed.
    - 1) Number
    - 2) Date
    - 3) Name of the Bank on which it is drawn.
    - 4) Application fee Rs.
    - 5) Seigniorage fee Rs.

---

Appendix X inserted vide G.O.Ms.No.166 Industries 16.6.94

1 Substituted vide G.O.Ms.No.35 Industries dated 25.1.2000

- (vi) Has the applicant any quarrying lease or quarrying permit in force? If so give particulars.
- (vii) Whether affidavit towards no mining dues is enclosed?
- (viii) Minor Mineral the applicant intends to quarry.
- (ix) Details of the land from which the mineral is to be quarried (enclose plan of the area)
  - a) Taluk
  - b) Village
  - c) Survey No.
  - d) Whether a quarry exists there.
  - e) Whether the applicant worked the mineral in the area previously.
- (x) Quantity of minor mineral sought to be removed under this application.
- (xi) Period within which the minor mineral will be quarried and transported.
- (xii) Purpose for which the mineral is to be used. Give full details.

I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details as may be required by you. I/We do hereby further declare that I/We shall adhere to the terms and conditions as indicated in the Tamil Nadu Minor Mineral Concession Rules, 1959 and other conditions imposed by the quarrying permit issuing authority.

Yours faithfully,

Signature of the applicant.

PLACE:

DATE:



**(TO BE FILLED IN THE OFFICE OF THE OFFICER GRANTING THE PERMIT)**

1. Date of grant/refusal of permit
2. Period of grant:                      From                      To
3. Quantity for which the permit is valid
4. Seigniorage fee paid.
5. Details of entry in the quarrying Permit Register.

Signature and Designation of the Officer.

PLACE:

DATE:

**APPENDIX XI**  
**(See rule 3)**  
**GOVERNMENT OF TAMIL NADU**

**QUARRYING PERMIT**

Permit No.....

Date .....

**WHEREAS,** Thiru..... applied for grant of quarrying permit for excavation and removal of ..... Cubic feet of ..... (minor mineral) from Survey No..... of Village..... Taluk ..... District..... under Rule 3 of the Tamil Nadu Minor Mineral Concession Rules, 1959 and has paid seigniorage fee amounting to Rupees ..... permission is hereby granted to the above applicant to quarry, win and remove ..... Cubic feet of ..... (minor mineral) from the aforesaid area more fully described below on the following conditions:-

VILLAGE	S.NO.	AREA
---------	-------	------

Bounded on the North by

Bounded on the South by

Bounded on the East by

Bounded on the West by

(as shown in the detailed plan annexed with the application.)

- (1) This permit shall be valid for ..... days only from..... to .....
- (2) The depth of the pit below the surface shall not exceed .....
- (3) This permit is non-transferable.
- (4) No other mineral except that for which the permit is granted shall be excavated or removed without proper sanction being obtained from the competent authority concerned. No quarrying permit holder shall quarry any stone in blocks or slab for export purpose or decorative stones with or without cutting and polishing within the country or for export.
- (5) If any other minor or major minerals is found during quarrying operations, it shall be reported to the permit issuing authority within a week's time after such discovery.
- (6) The permit holder shall maintain complete and correct accounts of the mineral excavated, quantity removed from the permit area, the sale vouchers, register of labour employed and wages paid, etc., and seigniorage fee and other charges leviable for this purpose.
- (7) The permit holder shall immediately report all accidents to the Assistant Director or Deputy Director of the Department of Geology and Mining in the district and the District Magistrate and the District Superintendent of Police of the District in which the area is situated.
- (8) The permit holder shall have no right over the quarried mineral and other property lying in permit area after the expiry of the permit.
- (9) The permit holder shall not cut or damage any trees in the quarrying area.
- (10) The permit holder shall not carryout quarrying operations within a distance of 50 metres from any public roads, public building, temples, reservoirs, burial ground and railway track etc and cause any damage to any public or private properties.
- (11) The permit holder shall allow any Officer authorised by the <sup>1</sup>[Director of Geology and Mining the District Collector the Revenue Divisional Officer, the Deputy Director or the Assistant Director of the department of Geology and Mining in the District and the local revenue and Panchayat authorities]<sup>1</sup> in whose jurisdiction the land is situated to enter into and inspect at any time the quarrying operations and check up the accounts and verify the details of despatches, sales, etc., from the account books maintained by the permit holder as per condition (6) above at or near the area under permit;

---

1. Substituted vide G.O.Ms.No.35 Industries dated 24.1.2000

- (12) If any excess quantity of mineral covered by this permit is found to be removed, the mineral if traceable shall be seized and the permit holder shall be liable for punishment for unauthorised quarrying and removal under the provisions of the act and these rules.
- (13) If any breach of these conditions or of the Tamil Nadu Minor Mineral Concession Rules, 1959 is detected, this permit shall be cancelled and the material lying on the site will be seized.

Signature of the issuing Authority

DATE:

To  
(The Permit holder)

Thiru.  
.....  
.....

**APPENDIX XII**

(See Rule 36)

**BULK TRANSPORT PERMIT**

For Transportation of Minor Minerals From Quarries <sup>1</sup>[Other than minor minerals namely, building and road construction stones including gravel, ordinary sand, earth and turf and ordinary clay including silt, brick and tile clay.]<sup>1</sup>

Serial number:

Date:

1. Name and address of quarrying lease/permit holder
2. Proceedings number and date under which quarrying lease/permit was granted.
3. Period of lease/validity of quarrying permit from.....To.....
4. Location of the quarry:-

DISTRICT	TALUK	VILLAGE	S.F.No.

5. (a) Name of the mineral permitted to be transported from the quarry and its quantity (to be given in cubic metres if the mineral to be transported relates to rules 8-A, 8-C, and 19-A and for other minerals in cubic feet.)
- (b) The details of seignorage fee and other taxes paid in respect of the minerals to be transported from the quarry :Amount Rs.  
:Chalan No  
:Date
6. Number of despatch slips issued for the mineral permitted to be transported in the bulk transport permit :Total No.....  
:Sl.No.  
:From.....To.....

---

Appendix-XII Inserted vide G.O.Ms.No.166 Industries dated 16.6.1996

1. Inserted vide G.O.Ms.No.3 Industries dated 2.1.1998

7. Period of validity of bulk transport permit From.....To.....

Other details:

Signature.

Name and Designation of the Authorised  
Officer granting the Bulk Transport permit

DATE:

**OFFICE SEAL**

### **CONDITIONS**

1. This permit is not transferable, but this permit holder may if needed, authorise his buyer to indent for rail wagons, for despatch of the quantity of the mineral covered by this permit.
2. A copy of the bulk permit should be kept in the quarry site with the lessee/permit holder or with the person authorised by the lessee in this behalf (prior information of any such authorisation should have been given to the lessor).
3. For any mineral mined under a lease granted under rule 8-A, 8-C, and 19-A when transported the number assigned to individual blocks allowed to be transported and measurement with volume of each block should be specifically written on the transport permit and the despatch slips issued for the said transport permit.
4. The quantity of the mineral specified in this permit alone should be allowed to be transported along with the valid despatch slips and the authorised officers of the Department of Geology and Mining and other departments should be allowed to inspect the minerals being transported by any means and check the stock of the minerals and accounts relating to the mined minerals, etc., in all stages of movement of the quantities covered under any transport permit
5. If the bulk permit and despatch slips issued are found to be misused in violation of the rule, the quarry lease or the permit may be cancelled apart from other penalties under the Act and the Tamil Nadu Minor Mineral Concession Rules, 1959

**APPENDIX XII-A**

**(See rule 36)**

**TRANSPORT PERMIT**

For transportation of minor minerals namely, building and road construction stones including gravel, ordinary sand, earth and turf, ordinary clay including slit, brick and tile clay only.

Book No.

Permit No.

Date:

1. (i) Name and address of quarrying lessee/permit holder.  
(ii) Order number and date in which quarrying lease/permit is granted.  
(iii) Date of expiry of quarrying lease/permit.
2. (i) Name of the village pachayat / Townpanchayat Township / Municipality / Corporation in which the quarry is located  
(ii) Name of the revenue village in which the quarry is located.  
(iii) Field survey Number.
3. (i) Name of the mineral  
(ii) Quantity of the mineral for transportation  
(iii) Seigniorage fee remittance  
Receipt No.:  
Date :  
Amount Rs :
4. Signature of quarrying lessee/permit holder or his power agent
5. (i) Validity period of this permit.

From.....

To.....

(Should be restricted to a maximum of seven days only)

- (ii) Signature of panchayat president/Executive Officer of Town Panchayat/Township/Municipal/Corporation Commissioner as the case may be.
- (iii) In case of village panchayat, Signature of the panchayat Vice-President or authorised member.

Office seal.

### **CONDITIONS**

1. Particulars upto and signature in column (4) should be first filled up. Column (5) should be filled up and signed only after column (1) to (4) are duly filled up.
2. The Office seal of the village panchayat / town panchayat / township / municipality / corporation as the case may be shall be imposed only in the space indicated in the permit.
3. This permit is intended for transportation of building and road construction stones including gravel, ordinary sand, earth and turf and ordinary clay including silt, brick and tile clay.
4. This permit is not transferable.
5. The permit is valid for a maximum period of seven (7) days only from the date of issue.
6. No refund of the amount remitted for obtaining this transport permit shall be claimed contending that this permit is not utilised.
7. A copy of this permit should be kept in the quarry site with the lessee/permit holder or with the person authorised by the lessee in this behalf (Prior information of any such authorisation should have been given to the lessor).
8. The first copy of this permit should be issued to the lessee/permit holder and the second copy shall be retained by the local body authority issuing the transport permit.
9. This permit is issued subject to the compliance of the provisions of the Tamil Nadu Minor Mineral Concession Rules, 1959 and any other special conditions imposed by the authorities concerned from time to time.



<sup>1</sup>[APPENDIX XIII]<sup>1</sup>

(See rule 36)

**DESPATCH SLIP**

<sup>2</sup>[For Despatch of Minor Minerals other than building and road construction stones, including gravel, ordinary sand, earth and turf and ordinary clay including silt, brick and tile clay.]<sup>2</sup>

Serial No.                                  Time of Issue:                                  Date:

1.     (a)     Name and address of the quarrying lease/permit holder
- (b)     Proceedings number and date under which quarrying lease/permit is granted.
- (c)     Bulk transport permit particulars:-

No.	Date	Validity
		From.....To.....

2.     Quarry location:-

Village Name	Survey No.

3.     Name of the mineral Transported
4.     Quantity of the mineral (if the mineral quarried under rule 8-A,8-C and 19-A are transported number assigned to the blocks with their individual measurement with volumes should be specifically written and a Xerox copy of the bulk transport permit should be attached with each despatch slip)
  - (a)     Destination
  - (b)     Mode of Transportation (If by lorry or truck its Registration Number)

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1     Appendix XIII inserted vide G.O.Ms.No.166 Industries dated 16.6.94 w.e.f. 22.6.94  
2.     Inserted vide G.O.Ms.No 3 Industries dated 2.1.98 w.e.f. 1.4.98 vide G.O.Ms.No.53 Industries dated 26.2.98

- (c) Time at which the vehicle left the quarry with the mineral
  - (d) Approximate time at which the vehicle may reach the place of destination.
5. Signature or fascimile signature of quarry lease / permit holder or his power agent.
  6. Signature of the driver of the vehicle transporting the mineral (Should be signed before the vehicle leaves the quarry)  
Signature of the authorised person issuing the despatch slip in the quarry.  
Fascimile signature of the Officer issuing the despatch slip with his designation and Office seal.

### **INSTRUCTIONS**

1. Copy of the bulk transport permit and despatch slip should be kept in the quarry.
2. Xerox Copies of the despatch slip should not be used.
3. Driver of the vehicle should be in possession of the despatch slip based on which the mineral is transported in the vehicle. The despatch slip should be shown to any authorised officer when checking the vehicle transporting the mineral.

**APPENDIX XIII-A**

**(See rule 36)**

**DESPATCH SLIP**

(For Despatch of minor minerals namely, building and road construction stones including gravel, ordinary sand, earth and turf and ordinary clay including silt, brick and tile clay)

Book No.

Slip No.:

Date :

1. (i) Name of the Village Panchayat /Town Panchayat / Township / Municipality / Corporation in which the quarry is located.  
(ii) Name of the Revenue Village in which the quarry is located.  
(iii) Field Survey number.
2. (i) Particulars of transport permit under Book No. :  
which this despatch slip is issued Permit No. :  
Date :  
Validity Period :  
(ii) Name of the Mineral being despatched  
(iii) Quantity of the mineral being despatched using this despatch slip.
3. (i) Name of the Quarrying lease / permit holder.  
(ii) Signature of the quarrying lease / permit holder or his power agent.
4. (i) Signature of the Panchayat President / Executive Officer of Town Panchayat/Township/ Municipal Corporation Commissioner as the case may be.  
(ii) In case of Village Panchayat, Signature of Panchayat Vice-President or authorised member.Office Seal.

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Appendix XIII A inserted vide G.O.Ms.No.3 Industries dated 2.1.98w.e.f.1.4.98  
vide G.O.Ms.No.53 Industries dated 26.2.1998

5. (i) Signature of the person authorised to issue despatch slip in the quarry.  
(ii) Date and time of issue of this despatch slip in the quarry to the driver of the vehicle. Date :            /            /  
Time :
6. (i) Registration Number of the Vehicle transporting the mineral.  
(ii) Departure time of the vehicle from the quarry.  
(iii) Name of the place to which the mineral is transported.  
(iv) Approximate time at which the vehicle can reach the destination.  
(v) Signature of the driver of the vehicle transporting the mineral.

### **CONDITIONS**

1. All particulars should be filled upto column(3) of this despatch slip and signed before column (4) is filled up and signed by the authority of the local body.
2. Only after all the particulars are filled up and signed as required in column (5) this despatch slip can be handed over to the driver of the vehicle.
3. Before the vehicle with the mineral leaves the quarry all particulars in column (6) should be filled up and signed by the vehicle driver.
4. The Office seal of the village panchayat / town panchayat / township / municipality / corporation as the case may be shall be imposed only in the space indicated in the despatch slip.
5. This despatch slip is intended for transportation of the minor minerals namely, building and road construction stones including gravel, ordinary sand, earth and turf and ordinary clay including silt, brick and tile clay.
6. This despatch slip is not transferable.
7. Xerox copy of the despatch slip should not be used for transporting the mineral. This despatch slip cannot be revalidated.
8. The Quarrying lessee / permit holder shall issue a copy of this despatch slip to the vehicle driver retaining one copy with him. The third copy shall be returned to the local body authority issuing the transport permit immediately.
9. The driver of the vehicle should be in possession of the despatch slip. The despatch slip should be shown to any authorised officer checking the vehicle in which the mineral is despatched.
10. This despatch slip is issued subject to the provisions of the Tamil Nadu Minor Mineral Concession Rules, 1959 and any other conditions imposed by the authorities concerned from time to time.

APPENDIX XIV

(See rule 8-A)

APPLICATION FOR RENEWAL OF QUARRYING LEASE FOR

GRANITES

(To be submitted in triplicate)

Dated                      day of                      20

To  
The Secretary to Government,  
Industries Department,  
Fort.St.George, Chennai-9.

Through The District Collector/  
District Forest Officer.

Sir,

- I. I/We submit this application under Rule 8-A of the Tamil Nadu Minor Mineral Concession Rules, 1959, for the renewal of the quarrying lease under rule 8-A of the Tamil Nadu Minor Mineral Concession Rules, 1959. I/We request that the renewal of quarrying lease may be granted to me/us as per the procedure laid down in the above rule
- II. A sum of Rs.5000/- (Rupees five thousand only) being the non-refundable application fee has been remitted under the following Head of Account :  
*0853. Non Ferrous Mining and Metallurgical Industries -  
102. Mineral Concession Fees, rent, royalties - A Quarries and Minerals - D.P.Code No.0853-00-102-AA-0007".*
- III. The required particulars are given below:
  1. Name of the industry with full address on which the original lease was granted:
  2. (a) The status of the applicant industry; whether a private individual company, firm or association, specify name of Directors, Partners, Members and their Nationality (Documentary evidence should be produced) when the original lease was granted.  
(b) If the applicant industry is owned by individual, specify the name, nationality, and address.  
(c) Whether any change in the name of the industry or in the Directors, Partners, Members and their nationality taken place during the original lease period.

If there is change :

- (i) details of changes in the names of Directors, Partners, Members and their nationality and the date on which such changes taken place.
  - (ii) whether the change has been intimated to Government
  - (iii) furnish Documentary evidence for all the above.
3. Particulars of remittance of application fee (furnish chalan.No.Amount, date and enclose the original chalan).
  4. Has the applicant filed latest Income Tax Certificate. If not, whether the applicant has filed sworn affidavit stating that the applicant-
    - (a) has filed up-to-date Income-Tax return.
    - (b) has paid the Income-Tax assessed on him and
    - (c) has paid the Income -Tax on the basis of self-assessment as prescribed in the Income-Tax Act, 1961?
  5. Whether latest Mining Dues Clearance Certificate is enclosed as per Appendix-VIII.
  6. Details of the industry owned by the applicant:-
    - (a) Category of the existing industry (e.g.100 per cent E.O.U/D.G.T.D/S.S.I.)
    - (b) Licence No.and date
    - (c) Installed capacity/production capacity per annum in Sq.Mts.
    - (d) Date of commencement of the Industry.
    - (e) Nature of products manufactured (Specify quantities of individual items (e.g.building slabs/monuments/tiles etc. per annum in square metres.) during the original lease period.
    - (f) If the industry is expanded subsequently, the expansion details, such as increase in the installed capacity per annum in sq.mts. nature of additional machinery installed, and their capacity etc., (furnish documentary evidence)
    - (g) Nature of new products that are manufactured after expansion of the industry.
    - (h) Total investment in the industry including any subsequent investment made for expansion of the industry.
    - (i) Annual requirement of raw materials per annum in cubic metres for the industry and after expansion if any made.
  7. The details of the lease granted for the area applied for renewal such as G.O.No.and date, date of execution, type of granite, S.No., Village, Taluk and District and extent (in hectares).
  8. Period for which renewal of quarrying lease is required
  9. Total extent of the area applied for renewal.
  10. Details of the area for which the renewal of lease is required.

District	Taluk	Village	Survey No.	Area in Hectares
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

11. Has the applicant furnished the approved mining plan/scheme valid at the time of applying for renewal.
12. Whether the applicant willing to remit the lease amount as fixed by the Government.

13. A sworn in affidavit furnishing the particulars of areas already held under quarrying lease in Tamil Nadu for granite in each District which the applicant or any other person jointly with him already holds under a quarry lease; already applied for but not yet granted and for being applied for simultaneously
14. (i) A resume on the development of the quarry and the investment made by the lessee/applicant.  
(ii) Whether the quarrying was carried out as per approved mining plan and any deviation was pointed out by the concerned authorities at any time.  
(iii) Whether any penal action taken/initiated against the lessee for violation of lease conditions.
15. Any other particulars which the applicant desires to furnish.

I / we do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details and security deposit as may be required by the Government or District Collector or District Forest Officer. I hereby swear and state that I know very well about the provisions contained in the Tamil Nadu Minor Mineral Concession Rules, 1959, and Granite Conservation and Development Rules, 1999, in respect of renewal of quarrying lease applied for and other conditions stipulated in connection with the quarrying and other operations.

Yours faithfully,

Signature of the Applicant.

Place:

Date:

APPENDIX XV

(See rule 19-A)

APPLICATION FOR GRANT/RENEWAL OF PROSPECTING LICENCE

(To be submitted in triplicate)

Dated.....day of .....20

To  
The Secretary to Government,  
Industries Department,  
Fort St.George, Chennai-600 009.

Through the District Collector/District  
Forest Officer.

- I. I/We request that a prospecting license or renewal of prospecting license under 19-A of the Tamil Nadu Minor Mineral Concession Rules, 1959 may be granted to me/us.
- II. A sum of Rs.3000/- (Rupees three thousand only) being non refundable application fee for fresh grant or renewal of prospecting license has been remitted under the following Head of Account:-  
*"0853. Non Ferrous Mining and Metallurgical Industries - 102. Mineral Concesion Fees, rent, royalties-A. Quarries and Minerals-D.P.Code No.0853-00-102-AA-0007".*
- III. The required particulars are given below:
  1. Nature of the applicant with full address
  2. Is the applicant a Government Company/Private firm or association?
  3. Names of the Directors/Partners/members and their Nationality (Documentary evidence should be produced)
  4. Profession or nature of business of the applicant.
  5. Is the application for fresh grant or for renewal?
  6. Particulars of remittance of non refundable application fee

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Appendix XV inserted vide G.O.Ms.No.86 Industries dated 22.2.2001



7. Has the applicant filed the latest Income Tax Clearance Certificate. If not whether the applicant has filed a sworn affidavit stating that the applicant
  - (a) has filed up-to-date income tax returns
  - (b) has paid the income tax assessed on him; and
  - (c) has paid the income tax on the basis of self-assessment as prescribed in the Income-Tax Act, 1961.
8. Type of Granite, which the applicant intends to prospect.
9. Period for which prospecting license/renewal of license is required.
10. Total extent of area applied for.
11. Details of the area for which the \*prospecting license or renewal of license is required.

District	Taluk	Village	Survey No.	Area in Hectares
1	2	3	4	5

\* Score out whichever is not applicable.

- 11(a) In case of patta lands whether documents in proof of having surface rights or consent of the pattadar have been enclosed.
12. Whether the FMB sketch and toposketch showing the area applied for have been enclosed.
13. Financial resources of the applicant (enclose copy of solvency certificate).
14. A sworn affidavit furnishing the particulars of the areas already held under prospecting license and quarrying lease for granite in each District of Tamil Nadu already applied for but not granted and being applied for simultaneously.
15. (a) Latest Mining Dues Clearance Certificate as per Appendix - VIII.  
(b) If on the date of application, the applicant does not hold any prospecting license and quarrying lease whether a sworn affidavit to this effect is furnished (in which case the Mining Dues Clearance Certificate is not necessary).
16. If the applicant intends to supervise the works, his previous experience of prospecting on mining should be explained. If he intends to appoint a manager, his qualification and the nature of his previous experience should be specified and his consent letter should be furnished.
- 16.A In case of renewal, whether a report on the prospecting work carried out already is furnished.

- 16.B Whether the copy of scheme of prospecting has been enclosed for the prospecting work to be carried out in the renewal period.
17. Any other particulars which the applicant wishes to furnish.
18. Whether any penal action taken/initiated against the licensee for violation of lease/license conditions.

I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details and security deposit as may be required by the Government.

Yours faithfully,

(Signature of applicant)

Place:

Date:

NOTE:

Delete whichever is not applicable.

APPENDIX XVI

(See rule 19-A (3))

MODEL FORM OF DEED FOR PROSPECTING GRANITE FROM  
RYOTWARI LANDS IN WHICH MINERALS BELONG TO GOVERNMENT

THIS INDENTURE MADE THIS \_\_\_\_\_ day of 20\_\_\_\_  
between the (herein after referred to as "the licensee" which term shall include in these presents where the context so admits) the registered holder of the land or consent holder or lessee of the registered holder of the land and also his heirs, executors, administrators legal representatives and assignees of the one part, and the Governor of Tamil Nadu (herein after called "the Government" which term shall where the context so admits, include also his successors in office and assignees of the other part;

1. WHEREAS the licensee/licensees has /have applied to the State Government for prospecting license in accordance with the Tamil Nadu Minor Mineral Concession Rules, 1959.
2. In consideration of the prospecting fee, covenants and agreements hereinafter reserved and contained and on the part of the licensee/licensees to be paid observed and performed, the Government hereby grants and demises upto the licensee/licensees the sole right and license to prospect for Granite in G.O. dated \_\_\_\_\_ for a period of \_\_\_\_\_ years in the lands specified in schedule "A" here under written and delineated in the plan herewith annexed.
3. The said demised pieces of land shall be held by the licensees for the term of..... years from the 20 to the day of 20.

Now these present witness as follows.

THE LICENSEE HEREBY COVENANTS WITH THE GOVERNMENT AS  
FOLLOWS.

1. To pay annually in advance a prospecting fee in respect of ensuing year or part of the ensuing year at such rates as are specified in appendix II to Tamil Nadu Minor Mineral Concession Rules, 1959 from time to time.
2. Before digging or opening any part of the said demised pieces of land for ..... carefully to remove the surface soil to depth of at least ..... meters and lay aside and store the same in some convenient part of the said demised pieces of land until the land from which it has been removed is again restored to a state fit for cultivation as herein after provided.

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Appendix XVI inserted vide G.O.Ms.No.86 Industries dated 22.2.2001

3. After working out any part of the said demised pieces of land forthwith to level the same and replace the surface soil thereof and slope the edges, where necessary, so as to afford convenient connection with the adjoining land.
4. To keep correct accounts in such form as the Collector shall from time to time require and direct showing the quantities and other particulars of all Granites obtained by the licensee from the said lands and also the number of persons employed in carrying on the said prospecting operations therein and shall from time to time when so directed by the Collector prepare and maintain complete and correct plans of all working in the said lands and shall allow any officer hereunto authorized by the Director of Geology and Mining, or the District Collector from time to time and at any time for the purpose of inspecting and examination of work carried out thereon and also to examine such accounts and any such plans and shall when so required supply and furnish all such information and returns as per Granite Conservation and Development Rules, 1999 regarding all or any of the matter aforesaid as the Government shall, from time to time, require and direct.
5. The licensee shall report to the State Government the discovery of any mineral not specified in the license within a period of sixty days from the date of such discovery and shall not undertake any prospecting operation in respect of such mineral unless such mineral is included in the license.
6. To enter upon the lands and to search for by trenching, boring, digging or otherwise for granite lying or being within under or throughout the said lands.
7. To win and carry away for testing and polishing purposes only but not for commercial purposes for a quantity of 2 cub.m. Dolerite or 3 cub.m. other type of Granite.
8. To submit a scheme of prospecting prepared by a recognised person within sixty days from the date of execution of prospecting license to the Director of Geology and Mining indicating the manner in which he proposes to carry out the prospecting operations covered by this license as per the guidelines stipulated in Rule 8 (1) of Granite Conservation and Development Rules, 1999.
9. To carry out prospecting operations in accordance with the scheme of prospecting or with such modifications if any intimated or as directed by Director of Geology and Mining.
10. To submit to the Director of Geology and Mining, District Collector concerned and the Controller General of Indian Bureau of Mines an annual report in Form A of Granite Conservation and Development Rules, 1999 so as to reach them by 30<sup>th</sup> April of the succeeding previous year.
11. To submit a report within a period of three months after the abandonment of the prospecting operation or termination or the expiry of prospecting license whichever is earlier.
12. To take all possible precautions for the protection of environment and control of pollution while conducting prospecting in the area for which such license is granted.

13. To work and carry on the operation hereby licensed in a fair orderly skillful and a workmen-like manner and with as little damage as may be to the surface of the lands and to trees, crops, buildings, structures and other property thereon.
14. Not to assign, lease or part with the possession of the said lands or any part thereof for the whole or any part of the said term.
15. To make reasonable satisfaction and pay such 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 in exercise, of the powers granted by this license and to indemnify fully and completely to 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.
16. To pay wages not less than the minimum wages prescribed by the Central or State Government from time to time.
17. To comply with the provisions of the Mines Act, 1952.
18. To abide by the conditions laid down in the Explosives Act, 1884 (Central Act IV of 1884).
19. To abide by Granite Conservation and Development Rules, 1999 and shall not carry on prospecting or other operations under the said license in any way other than as prescribed under these rules.
20. To plug bore holes, fencing etc., and restoring the surface of land after determination or abandoned.

The Government hereby covenants with the licensee as follows:

1. Without prejudice to any other conditions, the Government reserves the right
  - (a) To cancel the prospecting licence granted and executed under these rules after giving a previous notice.
  - (b) To prohibit prospecting operations in part or the whole of the area under license with recorded reasons.
2. In case of breach by the licensee or his transferor or assignee of any of the rules of Tamil Nadu Minor Mineral Concession Rules, 1959 and Granite Conservation and Development Rules, 1999 or of the conditions of the license, the Director of Geology and Mining or the District Collector concerned as the case may be without prejudice to any other penalty which may be imposed in respect of such breach may determine the license after granting an opportunity of hearing to the said person and forfeit the security deposit.

3. If the licensee have paid the fee and other levies and performed the covenants on his parts herein contained the said deposit of Rs.5, 000/- shall be returned to him at the expiration of the said term of .....years.

### GENERAL PROVISIONS

1. (a) That the license may be determined in respect of the whole or any part of the premises by six months notice in writing on either side.  
(b) That on such determination the licensee shall have no right to compensation of any kind.  
(c) That on such determination the licensee stop forthwith all operations with respect to prospecting of the area and immediately hand over all details of all works carried out and results obtained from such prospecting operations to Government.
2. The licensee shall stop all the prospecting operations immediately on the expiry of the license period.
3. In the event of the orders of the State Government or the authority specified by the State Government are revised, reviewed or cancelled in pursuance of proceedings of the Tamil Nadu Minor Mineral Concession Rules, 1959 the licensee/licensees shall not be entitled to compensation for any loss sustained by the licensee/licensees in exercise of the powers and privileges upon him/them by these presents.
4. If any question of difference or dispute shall arise between the parties concerning any clause herein contained or the rights duties or liabilities of the parties hereunder or in any other way touching or arising out of these presents the same shall be referred to Government whose decision thereon shall be final and binding on the parties thereto.
5. All assessment, fees payable under these presents shall be recoverable under the provisions of Madras Revenue Recovery Act 1864 as if they were arrears of land revenue.

THE SCHEDULE

Number & Name of Taluk	Name of the Village	Survey Field Number	Extent in Square Metres	Assessment	Bounded by
1	2	3	4	5	6

IN WITNESS whereof ..... the registered holder and ..... the lessee of the registered holder acting for and on behalf of and by the order and direction of the Governor of Tamil Nadu have hereunto set their hands.

Signed by the above named ..... in the presence of :-

- 1.
- 2

Signed by the above named ..... in the presence of :-

- 1.
- 2.

Signed by the above named ..... in the presence of:-