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OFFICIAL GAZETTE

GOVERNMENT OF GOA, DAMAN AND DIU

EXTRAORDINARY

GOVERNMENT OF GOA, DAMAN AND DIU

Industries and Labour Department

Notification

5/42/83-ILD

In exercise of the powers conferred by section 15 of the Mines and Minerals (Regulation and Development) Act 1957 (Central Act 67 of 1957) and all other powers enabling him in this behalf, the Lieutenant Governor of Goa, Daman and Diu hereby makes the following rules, namely:—

CHAPTER I

Preliminary

1. **Short title and commencement.**— (1) These rules may be called the Goa, Daman and Diu Minor Mineral Concession Rules, 1985.

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

2. **Definitions**— In these rules unless the context otherwise requires.

(a) "Beach" means the sandy or pebbly shore of a sea or river;

(b) "Competent Officer" means the Director of Industries and Mines, Government of Goa, Daman and Diu;

(c) "Form" means a form appended to these rules,

(d) "Government" means the Government of Goa, Daman and Diu;

(e) "Inspecting Officer" means the Chief Mining Engineer or the Senior Technical Assistant or the Assistant Geologist in the Directorate of Industries and Mines;

(f) "Mamlatdar" shall have the same meaning as assigned to it under clause (c) of section 2 of

the Goa, Daman and Diu Mamlatdar's Court Act, 1966 (9 of 1966);

(g) "Private person" shall include an individual, company, family, joint family, association or other body of individuals, whether incorporated or not, a comunidade, temple, church, mosque, any other religious or charitable institution and any institution capable of holding property;

(h) "Quarrying lease" means a lease granted for the purpose of undertaking quarrying operations and includes a sub-lease granted for such purpose;

(i) "Quarrying permit" means a quarrying permit granted under these rules to extract and remove any specified quantity of a minor mineral;

(j) "Schedule" means a Schedule appended to these rules;

(k) "Specified minor mineral" means such minor mineral as may be specified by the Government by a notification in the Official Gazette from time to time;

(l) "Words and expressions used but not defined in these rules shall have the meanings respectively assigned to them in the Mines and Minerals (Regulation and Development) Act, 1957 (Central Act 67 of 1957) or in the Mineral Concession Rules, 1960.

CHAPTER II

Grant of quarrying lease in respect of lands in which the minerals vest in Government

3. **Restriction on quarrying operations**— No person shall quarry, win, remove or carry away any minor mineral or undertake any quarrying operation except under and in accordance with the terms and conditions of a quarrying lease or a quarrying permit granted under these rules.

4. **Restriction on grant of quarrying lease**— No quarrying lease shall be granted:— (i) to a person who is not an Indian citizen except with the prior approval of the Government.

(ii) in respect of any land notified by the Government as reserved for use by the Government or for any other public or special purposes.

(iii) in respect of a specified minor mineral except with the prior approval of the Government.

(iv) in the case of a minor mineral within a distance of 500 metres from the high water mark on all the beaches, as may be specified by Government by a notification.

5. Application for quarrying lease.—(1) An application for a quarrying lease in respect of any land, whether belonging to the Government or a private person, wherein the mineral belongs to the Government, shall be in Form A and shall be made to the Competent Officer and shall contain the following particulars:—

(a) (i) If the applicant is an individual, his name, nationality, profession and residential address;

(ii) If the applicant is a company, syndicate, partnership or private firm, its name, nature and place of business and place of registration or incorporation.

(b) A description illustrated by a map or plan showing as accurately as possible the situation, boundaries and area of the land, in respect whereof the quarrying lease is required.

(c) The minor mineral or minerals which the applicant intends to extract.

(d) The purpose for which the extracted minerals are to be used.

(e) The period for which the lease is required.

(f) Information as regards the area or areas and minor minerals within the Union territory of Goa, Daman and Diu in respect of which the applicant or any person in joint interest with him already holds a quarrying lease.

(2) Every application for quarrying lease shall be accompanied by:—

(a) fee of Rupees one hundred.

(b) certified copies of the relevant extracts of the Record of Rights, Revenue Registrar or property register or any other legal document, as the case may be pertaining to the persons or the Government in respect of the land on which the quarrying lease is applied for.

(c) A no objection certificate from such authority as may be required by the Competent Officer.

6. Acknowledgement of application.—Every application for a quarrying lease shall be acknowledged in Form B.

7. Grant of quarrying lease and execution thereof.—(1) On receipt of an application under rule 5, the Competent Officer, after making such inquiries as he deems fit, may grant a quarrying lease to the applicant for the whole or part of the area applied for or refuse to grant it.

(2) Where a quarrying lease is granted under sub-rule (1), a lease in Form D or in a Form as near thereto as the circumstances of each case may

require, shall be executed within three months of the order granting the lease and if no such lease is executed within the aforesaid period, the order granting the lease shall be deemed to have been revoked:

Provided that where the Competent Officer is satisfied that the applicant was prevented by sufficient cause from executing the lease, he may permit the execution of the lease after the expiry of the aforesaid period of three months.

8. Priority.—(1) If more than one application for quarrying lease over the same area are received, preference shall be given to the application in the order of date of receipt unless the Competent Officer, for reasons to be recorded; decides otherwise:

Provided that where such applications are received on the same day, the Competent Officer, after taking into consideration the special knowledge of or experience in quarrying operations possessed by the applicant, financial resources of the applicant and nature and quality of the technical staff employed by the applicant, may grant the quarrying lease to such of the applicants as he may deem fit.

9. Register of applications.—The Competent Officer shall maintain a register of applications for quarrying leases received by him in Form "C".

10. Refund of application fee.—If the Competent Officer refuses to grant the quarrying lease applied for or if the applicant refuses to execute the lease on account of any special conditions imposed therein under sub-rule (3) of rule 22, the fee paid alongwith the application shall be refunded.

11. Disposal of applications and intimation of refusal.—(1) An application for the grant of quarrying lease shall be disposed of within a period of twelve months from the date of its receipt.

(2) An application for the renewal of a quarrying lease shall be disposed of within six months from the date of its receipt.

(3) If any application is not disposed of within the period specified in sub-rules (1) and (2), it shall be deemed to have been refused.

(4) When an application for a quarrying lease is refused by the Competent Officer, he shall inform, in writing, the applicant accordingly.

(5) Where an application for a quarrying lease for a mineral or minerals not specified in the existing quarrying lease or quarrying leases is made for the whole or part of the area held under quarrying lease by a person other than the lessee, the Competent Officer shall notify that fact by registered post/acknowledgement due, to the person who already holds quarrying lease for another mineral in the land applied for.

(6) If on receipt of the information referred to in sub-rule (5) from the Competent Officer, the lessee applies for quarrying lease for newly discovered mineral or minerals within three months from the date of communication of the information by the Competent Officer, the lessee shall be given preference in respect of such grant.

(7) If the lessee fails to apply for quarrying lease within the said period of three months, then this fact will be intimated to the applicant by the Competent Officer and the Competent Officer shall consider the original application in accordance with the rules.

(8) The period of twelve months referred to in sub-rule (1) in respect of applications received under sub-rule (5) shall be counted from the date of communication to the applicant of the information regarding the failure of the lessee to apply for quarrying lease within the period of three months mentioned in sub-rule (6).

12. Security deposit.—The applicant in whose favour the quarrying lease is granted, shall, before the lease deed is executed, deposit, as security for the due observance of the terms and conditions, a sum equal to fifty per cent of the annual dead rent fixed for the lease.

13. Survey of area leased.—When a quarrying lease is granted by the Competent Officer, arrangements shall be made, at the expense of the lessee, for the survey and demarcation of the area granted under the quarrying lease.

14. Register of quarrying lease.—A register of quarrying leases granted shall be maintained by the Competent Officer in Form "E".

15. Inspection of register.—The registers maintained by the Competent Officer under rule 9 and 14 shall be open to inspection by any person on payment of a fee of Rs. 2/-.

16. Restrictions on area of quarrying lease.—(1) Except with the prior approval of the Government, no quarrying lease shall be granted in case of minor minerals or specified minor minerals for an area exceeding five hectares.

(2) No lessee, by himself or with any person having joint interest with him, shall hold in the aggregate more than fifty hectares of area under lease in respect of one minor mineral or a group of minor minerals within the Union territory of Goa, Daman and Diu.

(3) The area under any quarrying lease shall be compact block unless the Competent Officer directs otherwise.

17. Length and breadth of leased area.—The length of an area held under a quarrying lease shall not exceed four times its breadth:

Provided that the Competent Officer may, after taking into account the circumstances of a particular case by order, relax the provisions of this rule if he deems fit.

18. Boundaries below surface.—The boundaries of the area covered by the quarrying lease shall run vertically downwards from the surface towards the centre of the earth.

19. Period of quarrying lease and renewal.—(1) The period for which a quarrying lease may be granted shall not, except with the approval of the Government, exceed two years in case of sand and ten years in case of other minor minerals. The lease may be renewed for one or more periods, the period of each

renewal not exceeding the duration of the original lease.

(2) An application for the renewal of quarrying lease shall be made at least 90 days before the expiry of the lease to the Competent Officer in Form "F".

(3) Every application shall be acknowledged in Form "G".

(4) At the time of renewal of the lease, the lessee shall be entitled to surrender any part of the leased area.

20. Transfer of quarrying lease.—The lessee may, with the previous sanction of the Competent Officer and subject to the conditions specified in sub-rule (2) of rule 16 transfer his lease or any right, title or interest therein to any person on payment of fee of Rs. 250/- to the Government.

21. Termination of quarrying lease and suspension of mining operations.—(1) Notwithstanding anything contained in these rules, the Competent Officer may, at any time, by giving to the lessee six months notice in writing, determine the lease if the area for which the lease has been granted or any part thereof is required by the Government for any public purpose.

(2) If the Competent Officer is of the opinion that the quarrying operations are done in a manner which cause danger to public health or safety of the people or have an adverse effect on environment or ecology or interferes with the objectives of flood-control or prevention of pollution or safety to public structures including communication facilities, roads and buildings or cause public nuisance, he may after obtaining the approval of the Government by an order in writing suspend the quarrying operations:

Provided that no such order shall be made without giving a reasonable opportunity to the lessee.

22. Conditions of quarrying lease.—(1) Every quarrying lease shall be subject to the following conditions and such conditions shall be included in every quarrying lease:—

(i) The lessee shall pay royalty to the Government on minor minerals despatched from the leased area at the rate specified in Schedule I.

(ii) The lessee shall also pay to the Government for every year of the lease, dead rent specified in Schedule II and if the lease permits the working of more than one mineral, the Competent Officer may charge separate dead rent in respect of each mineral:

Provided that the lessee shall be liable to pay the dead rent or the royalty in respect of each mineral whichever is higher in amount, but not both.

(iii) Unless the Competent Officer, for good cause permits otherwise, the lessee shall commence quarrying operations within three months from the date of execution of the lease and shall thereafter carry on in a proper skilful, scientific and workmanlike manner.

iv) The lessee shall, at his own expenses, erect, attend at all times, maintain and keep in good repair boundary marks and pillars necessary to indicate the area leased to him.

(v) If any mineral not specified in the lease is discovered in the leased area, the lessee shall report discovery without delay to the Competent Officer and shall not win or dispose of such minor mineral without obtaining a lease thereof. If the lessee fails to apply for such lease within three months from the discovery of the mineral, the Competent Officer may grant a lease in respect of such mineral to any other person.

(vi) The lessee shall abide with such reasonable instructions and directions as may be issued by the Competent Officer from time to time regarding conservation and development of minor minerals.

(vii) The lessee shall abide by the provisions of any law for the time being in force relating to working of minerals and matters affecting safety, health and convenience of the lessee's employees or of the public and shall respect all existing rights of way, water and other easements.

(viii) The lessee shall not carry on or allow to be carried on any quarrying operations at any point within a distance of 50 metres, if no blasting is involved and 200 metres, if blasting is involved, from the boundary of any railway line except with the written permission of the Railway Administration concerned or from the boundary of any reservoir, canal road or public works or buildings except with the previous permission of the Government. The Railway Administration or the Government may while granting permission, impose such conditions as it may deem fit. In case of national monuments, such distance shall be 300 metres whether blasting is involved or not.

(ix) The lessee shall keep correct account showing the quantity and other particulars of all minor minerals obtained and despatched from the leased area and the number of persons employed therein and also complete plans of the workings and shall furnish to the Competent Officer such information, reports and returns as the Competent Officer may require from time to time.

(x) The lessee shall allow the Competent Officer or Inspecting Officer to enter upon any building, excavation or land in his leased area for the purpose of inspecting the same or for inspecting any of his accounts, plans and records which he shall make available to such officer. Such officer may issue such reasonable directions as he may deem fit to prevent wasteful extraction of minerals and it shall be the duty of the lessee to carry out such directions within such period as the said officer may specify.

(xi) The lessee shall, to the satisfaction of the Railway Administration concerned or the Government, as the case may be, strengthen and support any part of the quarry which in its opinion requires such strengthening or support for the safety of the railway, reservoir, canal, road or any other public work or structure.

(xii) The lease shall be liable for cancellation if the lessee ceases to work the leased area for a continuous period of six months.

Provided that the lease shall not be cancelled if the lessee ceases to work with the prior permission of the Competent Officer.

(xiii) The lessee shall report all accidents to the District Magistrate, the District Superintendent of Police and the Competent Officer.

(xiv) The Government shall be immune from the lessee's claim for damages on account of any land having been included in his lease which may subsequently be discovered not to have been available for the lease.

(xv) The lessee shall not cut or injure any tree in the leased area without the previous sanction in writing of the appropriate authority under the Goa, Daman and Diu Preservation of Trees Act, 1984 (6 of 1984). Such authority may require the lessee to plant and maintain such number of trees for every tree cut at such place as may be directed by it.

(xvi) The lessee shall not enter upon any reserved or protected forest included in the leased area without the previous sanction in writing of the Conservator of Forests, nor fell, cut and use any timber or trees without obtaining the sanction in writing of the appropriate authority under the Goa, Daman and Diu Preservation of Trees Act, 1984 (6 of 1984).

(xvii) The lessee shall not enter upon and commence quarrying operations on any occupied or private land or lands comprised in the quarrying lease except with the sanction in writing of the occupant or the owner thereof.

(xviii) The Government shall at all times have the right of pre-emption of the minerals won from the land in respect of which the lease has been granted and the lessee shall indemnify the Government against all claims by third parties in respect of such minerals.

(xix) Right of the Government or Central Government to construct any road, railway, canal or reservoir or to carry on electric or telephone lines in or over the limits under the lease is reserved:

Provided that before such right is exercised, a notice of not less than sixty days shall be given to the lessee and the area utilised by the Government for any of the aforesaid purposes shall be excluded from the area under the lease.

(xx) A quarrying lease may contain such other conditions as the Competent Officer may deem necessary having in regard to the following:—

(a) Time limit, mode and place of payment of rents and royalties;

(b) Compensation for damage to the land covered by the lease;

(c) Felling of trees;

(d) Restriction of surface operation in any area prohibited by any authority;

(e) Notice by lessee for surface occupation;

(f) Provision for proper weighing machines;

(g) Facilities to be given by the lessee for working other minerals in the leased area or adjacent area;

(h) Entering and working in a reserved or protected forest;

(i) Securing pits and shafts;

(j) Indemnity to the Government against claims of third parties;

(k) Delivery of possession over lands and mines on the surrender, expiration or determination of the lease;

(l) Forfeiture of property left after determination of lease;

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

(n) Measures that may be required to be taken for environmental protection and ecological balance;

(o) Manner in which rights of third parties may be protected (whether by payment of compensation or otherwise) in cases where any such party may be prejudicially affected by reason of quarrying operations;

(p) Disposal or discharge of any slurry or products arising from quarrying or crushing operations carried out in a quarrying lease or mine;

(q) Opening of new quarries and the regulation of quarrying operations in any area;

(r) Regulation of the extraction and collection of minor minerals from any quarry or mine.

(2) A quarrying lease may contain any other special conditions in rule 22, which the Competent Officer may specify with the prior approval of the Government.

(3) If the lessee does not allow entry or inspection under clause (x) of sub-rule (1) or fails to carry out the directions within the specified period, the Competent Officer shall give notice in writing to the lessee requiring him to show cause within such time as may be specified in the notice as to why the lease should not be determined and his security deposit forfeited and if the lessee fails to show cause within the aforesaid time to the satisfaction of the Competent Officer, the Competent Officer may determine the lease and forfeit the whole or part of the security deposit.

(4) If the lessee makes any default in payment of royalty or dead rent or any other dues or commits a breach of any of the conditions other than those referred to in sub-rule (3), the Competent Officer shall give notice to the lessee requiring him to pay the royalty or dead rent or any other dues or remedy the breach, as the case may be, within thirty days from the date of receipt of the notice and if the said royalty or dead rent or the dues are not paid or the breach is not remedied within such period, the Competent Officer, may without prejudice to any proceedings that may be taken against him, determine the lease and forfeit the whole or part of the security deposit.

23. Restriction on determination of lease. — The lessee shall not determine the lease except after notice in writing of not less than six calendar months to the Competent Officer and by delivering possession of the leased area.

24. Rights of lessee. — Subject to the conditions mentioned in rule 22, the lessee for the purpose of his quarrying operations shall have the right to: —

(i) work the quarry.

(ii) sink pits, shafts and construct buildings and roads.

(iii) erect plant and machinery.

(iv) use water.

(v) use land for stacking purposes.

(vi) do any other thing specified in the lease.

CHAPTER III

Grant of quarrying lease in respect of land in which minor minerals belong to persons other than the Government

25. Application of this chapter. — (1) The provisions of this Chapter shall apply to grant of quarrying leases in respect of lands in which the minor minerals vest exclusively in a person other than the Government.

26. Restrictions on grant of quarrying lease by private persons. — (1) Except with the previous approval of the competent officer, no quarrying lease or any right, title or interest therein shall be granted or obtained in respect of any minor mineral.

(2) A quarrying lease granted by a private person shall be subject to the provisions of rules 4, sub-rules (1) and (2) of rule 16, 17, sub-rule (1) of rule 19 and sub-rule (2) of rule 21 and shall be subject to the following conditions: —

(a) The provisions of clauses (i), (ii), (iv), (v), (vi), (vii), (viii), (ix), (x), (xi), (xii), (xiii), (xiv), (xvi), (xvii), (xix), (xx) of sub-rule (1) of rule 22 shall apply to such lease with the modification that in clauses (iii) and (v), for the word "Competent Officer", the word "Lessor" shall be substituted.

(b) The lease may contain such other conditions, not being inconsistent with the provisions of the Act and these rules, as may be agreed upon between the parties.

(c) If the lessee commits a breach of any of the conditions of the lease, the lessor shall give notice to the lessee requiring him to remedy the breach within a period of 30 days from the date of receipt of the notice and if the breach is not remedied within such period, the lessor, without prejudice to any proceedings that may be taken against the lessee, determine the lease.

(d) The lessee may determine the lease at any time by giving not less than six months' notice in writing to the lessor.

27. Submission of copy of lease. — Every person obtaining a quarrying lease from a private person shall, within one month of the grant of such lease or execution of such lease, submit to the Competent Officer a certified copy of the lease.

28. Communication of transfer of assignment. — Every transferee or assignee of a quarrying lease or of any right, title or interest therein, shall, within one month of such transfer or assignment, inform the Competent Officer about the transfer or assignment and of the terms and conditions of such transfer or assignment.

29. Prohibition of premium. — No person, in granting or transferring a quarrying lease or any right, title or interest in any such lease, shall charge

any premium in addition to or in lieu of the surface rent, specified in such lease or such proportionate part of such fee, rent as is payable in respect of the right, title or interest transferred.

30. Annual returns and statements. — (1) Every private person granting a quarrying lease shall furnish, quarterly, to the Competent Officer, such returns and statements and within such period as the Competent Officer may direct.

(2) The holder of a quarrying lease or his transferee or assignee shall furnish to the Competent Officer such returns and statements and within such period as may be specified by him.

31. Penalties for granting quarrying lease in contravention of these rules. — (1) If any private person grants a quarrying lease in contravention of any of the provisions of this Chapter or accepts any premium in contravention of rule 29, he shall be punishable with imprisonment which may extend to three months or with fine which may extend to Rs. 1,000/- or with both and the lease so granted shall be void.

(2) If any private person or any lessee or his transferee or assignee fails, to furnish the documents or the information or the returns as specified in rules 27, 28 and 30 or refuses entry or inspection by any officer authorised by the Government or the Competent Officer under clause (x) of sub-rule (1) of the rule 22, he shall be punished with imprisonment for a term which may extend to one month or with fine which may extend to Rs. 500/- or with both.

32. Prohibition of working quarries. — If the Competent Officer has reason to believe that the grant or transfer of quarrying lease or of any right, title or interest in such lease is in contravention of any of the provisions of this Chapter, the Competent Officer may, after giving the lessee an opportunity to give his say, direct the lessee concerned not to undertake any quarrying operations in the area to which the lease relates.

CHAPTER IV

Quarrying Permit to traditional extractors

33. Application. — Notwithstanding anything contained in these rules, the grant of permission to traditional extractors shall be governed by the rules in this Chapter.

34. Traditional extractors. — For the purpose of this Chapter, "Traditional Extractor" means a person who immediately preceding the 21st day of February, 1974, was carrying on the extraction of sand and whose annual income from all sources does not exceed five thousand rupees. The legal heir of such person shall also be deemed to be the traditional extractor within the meaning of this rule provided he actually extracts the sand by himself without any labour or agent.

35. Mamlatdar to decide as to whether a person is a traditional extractor or not. — (1) Any person desirous of obtaining the benefits available to a traditional extractor under these rules, shall make an application to the Mamlatdar within whose jurisdiction he normally resides for a declaration that he is a traditional extractor within the meaning of rule 34.

(2) On receipt of an application, the Mamlatdar shall hold such inquiry as he deems necessary for the purpose and issue a certificate declaring the applicant as a traditional extractor or reject the application stating the reasons for such rejection.

(3) The Mamlatdar shall, before rejecting any application under sub-rule (2), give an opportunity of being heard to the applicant.

36. Appeal against order of Mamlatdar. — (1) Any person aggrieved by an order passed by the Mamlatdar under rule 35 may, within sixty days of the receipt of the order, appeal to the Government:

Provided that if the Government is satisfied that the appellant could not prefer the appeal within the time specified for genuine reasons, condone the delay, if any, in filing such an appeal.

(2) The decision of the Government shall be final.

(3) The Government may authorise any officer to hear and dispose of the appeal under these rules.

(4) The Government or the Officer so authorised under sub-rule (3) after perusing the records and after hearing the appellant, may either reverse, confirm or modify the order of the Mamlatdar or pass such order as he may deem fit.

37. Permission for extraction of sand by traditional extractor. — (1) A traditional extractor may, with the permission of the Competent Officer, extract and despatch sand annually upto 500 cubic metres on payment of fifty per cent of the royalty prescribed in Schedule I.

(2) An application for permission under sub-rule (1) shall be accompanied with the certificate issued by the Mamlatdar or the order passed by the Government or by the officer so authorised.

(3) The Competent Officer while granting the permission under sub-rule (1) may impose such terms and conditions as he may deem fit.

(4) If the traditional extractor makes any default in payment of royalty or any other dues or commits a breach of any of the conditions other than those referred to in sub-rules (1) and (3), the Competent Officer shall give notice to the traditional extractor requiring him to pay the royalty or any other dues or remedy the breach, as the case may be, within thirty days from the date of receipt of the notice and if the said royalty or the dues are not paid or the breach is not remedied within such period, the Competent Officer may without prejudice to any proceedings that may be taken against him, revoke the permission.

CHAPTER V

Transit of Minor Minerals

38. Minor Minerals not to be moved without transit pass. — No minor minerals shall be moved into, or from, or within the territory of Goa, Daman and Diu except as hereinafter provided, without a transit pass, in the form prescribed in Schedule III, from any officer authorised under these rules to issue such pass and in accordance with the conditions of such pass.

39. Officers authorised to issue transit passes. — For the purpose of these rules, the following officers shall have power to issue transit passes under these rules, namely: —

(a) The Competent Officer, or any officer authorised by him;

(b) The Inspecting Officers.

40. Availability of transit pass books. — The transit pass books consisting of 100 passes each with the seal of the Competent Officer or Inspecting Officer shall be made available to the lessee or traditional extractor after paying advance royalty as per the rates prescribed in Schedule I on every 500 cubic metres:

Provided that the advance royalty paid would be adjusted according to the actual quantity of minor mineral despatched at the consumption of each pass book.

41. Minor mineral stones to be covered under transit pass in Schedule IV. — In cases where minor mineral stones destined for crushing and which are transported from quarry to crusher covered under a transit pass prescribed in Schedule III, are to be further transported after crushing, they should be covered under another transit pass prescribed in Schedule IV supplied on purchase of transit passes prescribed in Schedule III.

42. Lessee to issue duly filled in transit pass. — Every lessee/traditional extractor, who intends to despatch minor mineral by rail, road or river, shall issue a duly and correctly filled in transit pass supplied by the Competent Officer or the authorised officer or the inspecting Officer, to the carriers:

Provided that in case of double transport, like, from quarry to crusher and crusher to consumer or transport by land and then by sea, where the earlier transport will be covered by transit pass prescribed in Schedule III and the later by transit pass prescribed in Schedule IV, the transit pass issued to the carrier driver, shall be handed to the buyer/consumer on delivery of the minor mineral load.

43. Buyer/consumer to retain transit pass. — The buyer/consumer shall retain all transit passes delivered to him on delivery of each load for a period of two years from the date of its issue and if so required, to prove subsequently the bonafides of the minor mineral purchased/consumed; and shall produce it on demand by the Competent Officer or the authorised officer or the Inspecting Officer. The buyer/consumer shall furnish all the relevant details of purchase of minor minerals made by him as may be required by the Competent Officer or the authorised officer or the Inspecting Officer.

44. Transit pass not to cover more than one load at a time. — No transit pass issued under these rules shall cover more than one load at a time.

45. Counterfoils of transit passes to be returned to the Competent Officer or the authorised officer or the Inspecting Officer. — The counterfoils of all used transit passes shall be returned by the lessee or the permit-holder, as the case may be, to the Competent Officer or the authorised officer or the Inspecting Officer.

46. Driver to produce on demand transit pass. — The driver of the vehicle/vessel carrying minor minerals shall, at any stage of transport, produce on demand by the Competent Officer or the authorised officer or the Inspecting Officer, a valid duly filled in transit pass.

47. Application to Competent Officer to bring minor minerals from outside Goa, Daman and Diu. — Where a person intends to bring minor minerals into the Union territory of Goa, Daman and Diu from outside the Union territory, he shall apply to the Competent Officer to issue the necessary permit stating the nature, quantity and origin of the minor mineral.

48. Stoppage in transit. — (1) Minor mineral in transit may be stopped, unloaded and examined at any place by the Competent Officer or any Inspecting Officer, if such Officer shall have reason to believe that any money which is due to the Government has not been paid or that such minor mineral has been removed illicitly:

Provided always that no such officer shall vexatiously delay the transit of any minor mineral which is lawfully in transit, nor vexatiously or unnecessarily unload the same, for the purpose of examination.

(2) The person in charge of such minor mineral shall furnish to any such officer all the information which he is able to give regarding the same and if he is transporting the same under the pass, shall produce the pass on demand, for the inspection of such officer and shall not in any way prevent or resist the stoppage or the examination of the said minor minerals by such officer.

CHAPTER VI

Revision

49. Application for revision. — (a) Any person aggrieved by an order of the Competent Officer made under these rules, may, within two months from the date of the communication of such order to him, apply to the Government for revision of such order:

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

50. Application fee. — Every application for revision under rule 49 shall be accompanied by a treasury challan of Rupees Twenty Five paid as a fee for such application and credited in the budget head, as may be specified, by the Competent Officer.

51. Procedure on receipt of application. — (1) Upon receipt of such application, the Government may call for the records of the case and the comments of the Competent Officer and after hearing the petitioner, may confirm, modify or set aside the order or pass such order in relation thereto, as it may deem just and proper.

(2) Pending the final disposal of an application for revision, the Government may, for sufficient cause, stay the execution of the order against which the revision application has been made.

CHAPTER VII

Miscellaneous

52. Application of rules for renewal. — Where a quarrying lease or any other right for quarrying a minor mineral or minerals granted before the commencement of these rules, is renewed after such commencement, these rules shall apply in relation to such renewal of a quarrying lease granted after such commencement.

53. Exemption. — Nothing contained in these rules shall apply to the extraction of minor mineral or minerals which may be found in the course of building of any structure or road or opening of wells by any person provided, however, that royalty at the rates specified in Schedule I shall be payable on the minor mineral so extracted by him.

54. Disposal of minor mineral by public auction. — Notwithstanding anything contained in the foregoing provisions, it shall be lawful for the Competent Officer to sell by public auction or otherwise dispose of, the right to remove any minor mineral in such cases or class of cases and on such terms and conditions as the Government may, by a general or special order, specify.

55. Power to rectify errors. — Any clerical or arithmetical error in any order passed by the Government or the Competent Officer or any other officer under these rules and any error arising therein from accidental slip or omission may, within six months from the date of the order, be corrected by the Government or the Competent Officer or the officer, as the case may be:

Provided that no order prejudicial to any person shall be passed unless he has been given a reasonable opportunity of stating his case.

56. Relaxation of rules in special cases. — If the Government is of the opinion that public interest so requires, it may, in any case or class of cases, authorise the grant of quarrying lease or quarrying permit on the terms and conditions other than those prescribed in these rules.

57. Power of entry and inspection. — (1) For the purpose of ascertaining the position of the working actual or prospective of any mine or quarry or abandoned mine or quarry or for any other purpose connected with these rules, the Competent Officer or any Inspecting Officer may, —

- (a) enter and inspect any mine or quarry;
- (b) survey and take measurements in any such mine or quarry;
- (c) weigh, measure or take measurements of the stocks of minerals lying at any mine or quarry;
- (d) examine any document, book, register or record in the possession or power of any person having the control of or connected with any mine or quarry and place marks of identification therein and take extracts from or make copies of such document, book, register or record;
- (e) order the production of any such document, book, register, record as is referred to in clause (d); and

(f) examine any person having the control of or connected with any mine or quarry.

(2) The Competent Officer or the Inspecting Officer acting under sub-rule (1) shall be deemed to be a public servant within the meaning of section 21 of the Indian Penal Code and every person to whom an order or summons is issued by virtue of the powers conferred by clause (e) or clause (f) of that sub-rule shall be legally bound to comply with such order or summons, as the case may be.

58. Change of name and address to be intimated. —

(1) The holder of a quarrying lease or permit shall intimate to the Competent Officer within thirty days, any change that may take place in his name and address.

(2) If the holder of a quarrying lease fails, without sufficient cause, to furnish the information referred to in sub-rule (1), the Competent Officer may determine the quarrying lease or quarrying permit:

Provided that no such order shall be made without giving the lessee or permit holder a reasonable opportunity of stating his case.

59. Manner of deposit of fees. — (1) Any amount payable under these rules shall be paid in such manner, as the Competent Officer, may specify in this behalf.

(2) The Competent Officer may, without prejudice to the provisions contained in the Act or in these rules, charge simple interest at the rate of 10% per annum on any rent, royalty or fee or other sum due to the Government under the Act or these rules or under the terms and conditions of any quarrying lease or quarrying permit from the thirtieth day of the expiry of the date fixed by the Competent Officer for payment of such rent, royalty, fee or other sum and until payment of such rent, royalty, fee or other sum is made.

60. Lease period. — Where more than one mineral is found in an area and lease is granted for exploiting two or more minerals, the period of lease shall be coterminous with that for which the first lease was granted.

61. Repeal and savings. — On the commencement of these rules, the Goa, Daman and Diu Minor Mineral Extraction and Removal Rules, 1974 shall be repealed:

Provided that anything done or any action taken (including any lease licence or permit granted) under the rules hereby repealed shall be deemed to have been done or taken or granted under these rules.

CHAPTER VIII

Offences and Prosecution

62. Penalty. — (1) Whoever contravenes the provisions of rule 3 or sub-rule (1) of rule 26 shall be punished with imprisonment for a term which may extend to one year or with fine which may extend to rupees one thousand or with both.

(2) Whoever is found extracting or transporting or using minor minerals or on whose behalf the extraction or transport or use is made otherwise than in accordance with the provisions of these rules, shall

be punishable with simple imprisonment which may extend to six months or with a fine which may be extended to rupees one thousand or with both.

(3) Whenever any person is found extracting or removing or transporting minor minerals in contravention of the provisions of these rules, the Competent Officer/Inspecting Officer may seize the minor minerals together with all tools, equipment, vehicles, etc., used in committing such offence.

(4) The Competent Officer/Inspecting Officer who has seized the minor minerals or the tools, equipment or vehicles, etc., under sub-rule (3) may release the same on the execution by the claimant thereof, a bond for the production of the property so released, if and when so required before the Court having jurisdiction to try the offence, on account of which the seizure has been made.

(5) The Competent Officer/Inspecting Officer may, without orders from a Magistrate, and without a warrant, arrest a person who is found extracting or removing or transporting minor minerals in contravention of these rules.

(6) The Competent Officer/Inspecting Officer making an arrest under sub-rule (5), shall, within 24 hours of the arrest, take or send the person arrested before the Magistrate having jurisdiction in the area where the offence is committed along with a complaint in writing regarding the offence committed by the person.

(7) The Competent Officer/Inspecting Officer may release the person arrested on his executing a bond to appear before the Magistrate having jurisdiction in the area of offence if and when so required.

(8) If any driver of any carrier while carrying minor minerals fails to furnish the transit pass as specified in Schedule III or in the Schedule IV or refuses inspection of such transit pass by the Competent Officer, or any Inspecting Officer, he shall be punishable with a simple imprisonment which may extend to six months or with fine which may extend to one thousand rupees or with both.

63. Compounding of offence. — (1) The Competent Officer or the Inspecting Officer may compound any offence committed under these rules, on payment of a sum not exceeding rupees one thousand and also the value of the minor mineral so removed in contravention of the provisions of these rules.

(2) Where an offence is compounded under sub-rule (1), no proceeding shall be taken against the offender in respect of the offence so compounded and the offender, if in custody, shall be released forthwith.

64. Cognisance of offences. — No Court shall take cognisance of any offence punishable under these rules except upon a complaint in writing made by the Competent Officer or the Inspecting Officer.

CHAPTER X

Modification of Lease

65. Modification of existing mining right. — All mining or quarrying leases or any right or title thereof granted or acquired before the commencement

of these rules, if in force at such commencement, shall stand modified and brought into conformity with the provisions of the Act and these rules and the provisions of the Act and these rules shall be deemed to be applicable to such cases.

CHAPTER XI

66. Availability of area for re-grant to be notified.

— (1) No area, —

(a) which was previously held or which is being held under a mining lease or quarrying lease;

(b) in respect of which an order had been made for the grant of lease but the applicant has died before the execution of the lease;

(c) in respect of which the order granting the lease has been revoked under sub-rule 2 of rule 7;

(d) in respect of which a notification has been issued under sub-section (2) or sub-section (4) of section 17;

(e) which has been reserved by Government under sub-rule 2 of rule 4.

shall be available for grant unless —

(i) an entry to the effect that the area is available for grant is made in the register referred to in rule 14 in ink, and

(ii) the availability of the area for grant is published in the Official Gazette specifying a date (being a date not earlier than thirty days from the date of the publication of such notification in the Official Gazette) from which such area shall be made available for grant:

Provided that nothing in this rule shall apply to the renewal of a lease in favour of the original lessee/lessees or his legal heirs notwithstanding the fact that the lease has already expired:

Provided further that where an area reserved under —sub-rule (2) rule 4 is proposed to be granted to a Government Company, no notification under clause (ii) shall be required to be issued.

(2) The Government may for reasons to be recorded in writing, relax the provisions of sub-rule (1) in any special case.

67. Premature applications. — Applications for grant of quarrying lease in respect of area whose availability for grant is required to be notified under rule 66 shall, if —

(a) no notification has been issued under that rule; or

(b) where any such notification has been issued the period specified in the notification has not expired;

shall be deemed to be premature and shall not be entertained and any application fee thereon, if paid, shall be refunded.

FORM A

Application for quarrying lease

(See rule 5)

From:

...

...

...

To,

...

...

...

Sir,

1. I/We submit an application for a quarrying lease for ... (mineral) for a term of ... years over ... hectares of land in the area specified in the Annexure hereto appended.

2. The fee of Rs. 100/- has been paid in the Government Treasury at ... (place) and the receipted challan is enclosed.

3. The required particulars are given below:—

(i) Name of applicant, stating whether he or it is an individual, firm company or society ...

(ii) Nationality of the individual or place of registration or incorporation of firm, company or society ...

(iii) Profession of the applicant ...

(iv) Address of the applicant ...

(v) Minor mineral/minerals which the applicant intends to quarry ...

(vi) Period for which the lease is required ...

(vii) Approximate quantity of mineral expected to be raised during the first year ...

(viii) Particulars of the areas, mineralwise, within the State, for which the applicant or any person jointly in interest with him:—

(a) already holds a quarrying lease ...

(b) has already applied for a quarrying lease but not granted ...

(c) Being applied for simultaneously ...

(d) nature of joint interest, if any, ...

(ix) Means by which the mineral/minerals is/are to be raised i.e. whether manual or mechanical ...

(x) Manner in which the mineral raised is to be utilised ...

(a) for manufacture ...

(b) for sale ...

(c) for any other purpose ...

(xi) Details of the plan of the area applied for to be enclosed.

(The plan should be on the relevant portion of the cadastral village map with scale and should contain natural features, landmarks or other features to enable identification of the area in the field, the nearest railway station, or any other place of importance).

(xii) Is the area applied for in contiguous block? ...

(xiii) Has the applicant any previous experience in quarrying? If yes, details thereof ...

(xiv) Financial resources of the applicant ...

(xv) Total investment in the operations anticipated ...

(xvi) Particulars of the receipted treasury challan for the fee ...

(xvii) Any other particulars which the applicant wishes to furnish ...

ANNEXURE

1. Name of the village/forest/range.
2. Details of the area applied for in each S. No.
3. Full description of the area applied for with regard to natural feature ...
4. Taluka ...

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

Yours faithfully,

Signature of the applicant

Place:

Date:

N.B.:—If the application is signed by an authorised agent of the applicant, the power of attorney should be attached.

FORM B

Receipt of application for quarrying lease in respect of minor minerals

(See rule 6)

Government of Goa, Daman and Diu

S. No. ...

Dated ... 19...

Received an application with the enclosures listed below for a quarrying lease from Shri/Sarvashri ... at a.m./p.m. on ... 19 ... for ... (name of the mineral) in ... hectares of land situated in ... village, ... Taluka.

Enclosures: 1. ...

2. ...

3. ...

4. ...

5. ...

6. ...

Place:

Date:

Signature and designation of the receiving officer

FORM C

Register of applications for quarrying leases

(See rule 9)

| Sr. No. | Name of applicant with full address | Time and date of receipt of application | Particulars of minerals applied for | Taluka | Name of village | Survey No./Nos. | Area in hectares | Particulars of application fee paid | Final disposal of the application | Remarks | Signature of the officer |
|---------|-------------------------------------|---|-------------------------------------|--------|-----------------|-----------------|------------------|-------------------------------------|-----------------------------------|---------|--------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |

FORM D

Form of Quarrying lease

[See rule 7(2)]

THIS INDENTURE made this ... day of ... 19 ... BETWEEN THE PRESIDENT OF INDIA (hereinafter referred to as "the Government") of the one part and

(1)-(1) When the lessee is an individual.

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

(2)-(2) When the lessees are more than one individual.

(1) (Name of person) ... of (address and occupation) ... and (2) (Name of person) ... of (address and occupation) ... and (3) (Name of person) ... (hereinafter referred to as "the lessees" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns).

(3)-(3) When the lessee is a registe-

(Name of person) ... and (Name of person) ... of (address) and (Name of

red firm or Syndicate.

person ... of (address) ... all carrying on business in partnership at (address of the firm or syndicate) ... registered under (Act under which registered) ... (hereinafter referred to as "the lessee" which expression shall where the context so admits be deemed to include all the partners of the said firm, their representatives, heirs, executors, administrators and permitted assigns)

(4)-(4) When the lessee a registered Company/Corporation/Society.

(Name of Company) ... a company incorporated under the Indian Companies Act, 1956/a body corporate incorporated under the same name and style by and under (Act under which incorporated) ... and having its registered office at (address) ... (hereinafter referred to as "the lessee" which expression shall where the context so admits be deemed to include its successors and assigns) of the other part.

WHEREAS the lessee/lessees has/have applied to the Competent Officer concerned in accordance with the Goa, Daman and Diu Minor Mineral Concession Rules, 1985 (hereinafter referred to as the "said Rules") for a quarrying lease for ... in respect of the lands described in Part I of the Schedule hereunder written and has/have deposited with the Government the sum of Rs. ... (Rupees ...) as deposit for due performance and observance of terms and conditions of the lease.

NOW THIS LEASE WITNESSETH that in consideration of the rents and royalties, covenants and agreements contained in these presents and the Schedule hereunder written reserved and contained and on the part of the lessee/lessees to be observed and performed, the Government hereby grants and demises unto the lessee/lessees all those the quarries/mines strata/vein seams and beds of ... (here state the mineral or minerals) (hereinafter and in the Schedule referred to as the "said minerals") situated, lying and being in or under the lands which are referred to in Part I of the said Schedule, together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith which are mentioned in Part II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the Government the liberties, powers and privileges mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessee/lessees from the ... day of ... 19... for the term of ... years thence next ensuing YIELDING AND PAYING therefore unto the Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee/lessees hereby covenants/covenant with the Government as in Part VII of the said Schedule and the Government hereby covenants with the lessee/lessees as in Part VIII of the said Schedule AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule.

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

The Schedule above referred to

PART I

The area of the lease

Location and area of the lease.

All that tract of lands situated at ... (village/town) (description of area or areas) ... in (Taluka) ... and 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
On the West by

hereinafter referred to as "the said lands".

PART II

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

1. To enter upon land and search for win, work, etc. — Liberty and power at all times during the term hereby demised to enter upon the said lands and to search for, mine, quarry, bore, dig, drill for, win, work, dress, process, convert, carry away and dispose of the said mineral/minerals.

2. To sink, drive and make pits shafts and inclines, etc. — Liberty and power for or in connection with any of the purposes mentioned in this Part to sink, drive, make maintain and use in the said lands any pits, shafts inclines, drifts levels, waterways and other works.

3. To bring and use machinery equipment, etc. — Liberty and power for or in connection with any of the purposes mentioned in this part to erect, construct and maintain and use on or under the said lands, any engines, machinery, plan, dressing-flowers, furnaces, coke, ovens, brick-kilns, work-shops, store-houses, bungalows, sheds and other buildings and other works and conveniences of the like nature on or under the said lands.

4. To make roads and ways, etc. and use existing roads and ways. — Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads and other ways in or over the said lands and to use, maintain and go and repass with or without cattle, wagons, locomotives or other vehicles over the same (or any existing railways, roads and other ways in or over the said lands) on such conditions as may be agreed to.

5. To use water from streams, etc. — Liberty and power for in connection with any of the purposes mentioned in this part but subject to the rights of any existing or future lessees and with the written permission of ... (any office authorised by the Government in that behalf) to appropriate and use water from any streams, water-courses, springs or other sources in or upon the said lands and to divert, step up or dam any such stream or water-course and collect or impound any such water and to make, construct and maintain any water course, culverts, drains or reservoirs but not as so to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or springs:

Provided that the lessee/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the Government.

6. To use and for stacking, heaping or depositing purposes. — Liberty and power to enter upon and use a sufficient part of the surface of the said lands for the purpose of stacking, heaping, storing or depositing thereon any produce of the mines, quarries or works carried on and any tools, equipment, earth and materials and substances dug or raised under the liberties and powers mentioned in this part.

7. Beneficiation and carrying away. — Liberty and power to enter upon and use a sufficient part of the said land to beneficiate, process, dress, convert the said minerals produced from the said lands and to carry away such beneficiated/processed, dressed, converted mineral/minerals.

8. To clear brushwood and to fell and utilise trees, etc. — Liberty and power for or in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as provided in clause 3 of Part III of this Schedule, to clear under-growth and brushwood and to fell and utilise any trees or timber standing or found on the said lands on terms and conditions as may be prescribed by the Conservator of Forests or the Government and subject to the provisions of the Forest (Conservation) Act, 1981 (Central Act 69 of 1980) and the Goa, Daman and Diu Preservation of Trees Act, 1984.

PART III

Restrictions and conditions as to the exercise of the liberties powers and privileges in Part II

1. Construction of buildings etc. upon certain places. — No building or thing shall be erected, set up or placed and no surface operations shall be carried on in or upon any

public, pleasure ground, burning or burial ground or place held sacred by any class of persons or any house or village site, public road or other place which the Government may determine as public ground nor injure or prejudicially effect any buildings, works, property or rights of other persons and no land shall be used for surface operation which is already occupied by persons other than the Government for works or purposes not included in this lease. The lessee/lessees shall not also interfere with any right of way, well or tank.

2. **Permission for surface operations in a land not already in use.**—Before using for surface operations any land which has not already been used for such operations, the lessee/lessees shall give to the Collector of the District two calendar months previous notice in writing specifying the name or other description of the situation and the extent of the land proposed to be so used and the purpose for which the same is required and the said land shall not be so used if objection is issued by the Collector within two months after the receipt by him of such notice unless the objections so stated shall, on reference to the Government, be annulled or waived.

3. **Cutting of trees in unreserved lands.**—The lessee/lessees shall not, without the express sanction of the Conservator of Forests, cut down or injure any timber or trees on the said lands but may, without such sanction, but subject to the provisions of the Preservation of Trees Act, 1984, clear away any brushwood or undergrowth which interferes with any operations authorised by these presents. The Conservator of Forests may require the lessee/lessees to plant and maintain five trees for every tree cut and also to pay for any tree or timber felled and utilised by him/them at the rates specified by the Conservator of Forests.

4. **Entry into reserved forests.**—Notwithstanding anything contained in this Schedule, the lessee/lessees shall not enter upon any reserved forest included in the said land without the previous sanction in writing of the Conservator of Forests nor fell, cut and use any timber or trees without obtaining the sanction in writing of that officer nor otherwise than in accordance with such conditions as the Government may prescribe.

5. **Prohibition of mining operations.**—The lessee/lessees shall not work or carry on or allow to be worked or carried on any quarrying or mining operations at or to any point within a distance of 50 metres if no blasting is involved and 200 metres if blasting is involved from the boundary of any railway line except with the previous written permission of the Railway Administration concerned or from the boundaries of any reservoirs, canal or other public works or buildings or inhabited site except with the previous sanction of the Government or any officer authorised by the Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 metres or 200 metres, as the case may be, shall be measured in the case of railway, reservoir or canal, horizontally from the outer toe of the bank or the outer edge of the cutting, as the case may be, and in case of a building, horizontally from the plinth thereof. In the case of National monuments, no quarrying operations shall be carried out within a distance of 300 metres whether blasting is involved or not.

Explanation:—For the purpose of this clause, the expression (a) "Railway Administration" shall have the same meaning as assigned to it by sub-section(4) of section 3 of the Indian Railways Act, 1890. (b) "Public Road" shall mean a road which has been constructed or artificially surfaced as distinct from tract resulting from repeated use.

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

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

PART IV

Liberties, powers and privileges reserved to the Government

1. **To work other minerals.**—Liberty and power for the Government or any lessees or persons authorised by it in

that behalf, to enter into and upon the said lands and to search for, win, work, dig, get, raise, dress, process, convert and carry away any minerals other than the said minerals and any other substances and for those purposes, to sink, drive, make, erect, construct, maintain, and use such pits, shafts, inclines, drifts, levels and other lines, waterways, airways, watercourses, drains, reservoirs, engines, machinery, plant, buildings, canals, tramways, railways, roadways and other works and conveniences as may be deemed necessary or convenient:

Provided that in exercise of such liberty and power, no substantial hindrance shall be caused to or with the liberties, powers and privileges of the lessee/lessees under these presents and that the lessee/lessees shall be entitled to such fair compensation as may be mutually agreed upon or in the event of disagreement, as may be determined by the Competent Officer or any other officer appointed by the Government in respect of any loss or damage sustained by the lessee/lessees by reason or in consequence of the exercise of such liberty and power.

2. **To make railways and roads.**—Liberty and power to the Government or Central Government to construct any road, railway or canal reservoir or to carry electric or telephone lines in or over the lands under the lease is reserved:

Provided that before such liberty or power is exercised, a notice of not less than sixty days shall be given to the lessee and the area utilised by Government for any of the aforesaid purposes shall be excluded from the area under the lease and the lessee shall not be entitled to claim any compensation for such exclusion.

3. **Determination of lease.**—Liberty and power to the Government to determine, at any time, by giving to the lessee six months' notice in writing, the lease if the area for which the lease has been granted or any part thereof is required by the Government for any public purpose and a declaration under the signature of the Competent Officer that the area, or, as the case may be, the part of the area is so required shall, as between the lessee and the Government, be conclusive.

PART V

Rents and royalties reserved by this lease

1. **Payment of dead rent or royalty.**—The lessee/lessees shall pay for every year, except the first year of the lease, yearly dead rent as specified in clause (2) of this Part in respect of each mineral:

Provided that lessee/lessees shall be liable to pay the dead rent or royalty in respect of each mineral whichever is higher in amount but not both.

2. **Rate and mode of payment of dead rent.**—Subject to the provision of clause (1) of this Part, as from the day of 19... and during the subsistence of this lease, the lessee/lessees shall pay to the Government annual dead rent at the following rates per hectare of lands described in Part I of this Schedule (here insert the amount payable under rule 22(ii) of the said rules).

3. **Rate and mode of payment of royalty.**—Subject to the provisions of clause (1) of this Part, the lessee/lessees shall, during the subsistence of this lease, pay to the Government, at such times and in such manner as the Government may prescribe, royalty in respect of any minor mineral removed by him/them from the leased area at the rate for the time being, specified in Schedule I.

4. **Payment of surface rent.**—The lessee shall pay to the Government for all parts of the surface area leased to him for the purpose of quarrying, surface rent at the rate prescribed by the Government.

PART VI

Provisions relating to the rents and royalties

1. **Rent and royalties to be free from deductions etc.**—The rents and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the Government at District/Sub-Treasury at ... and in such manner as the Competent Officer may prescribe.

2. **Mode of computation of royalty.**—For the purpose of computing the said royalties, the lessee/lessees shall keep a correct account of the mineral/minerals actually produced from the quarries/mines/lands and despatched from the

quarry in the Form prescribed by the Government and the number of persons employed therein and also complete plans of quarry and shall furnish to the Competent Officer, such information, report and returns, as he may require from time to time, together with representative samples of minerals and processed materials from the same obtained during the operations. The accounts as well as the quantity (in volume or weight as the case may be) of the mineral/minerals in stock or in the process of despatch from the quarry may be checked by any officer authorised by the Government and/or by the Competent Officer/Inspecting Officer.

3. Recovery of rent, royalty etc. as arrears of land revenue:—Any rent, royalty, tax, fees penalty or other sum due to the Government under the lease shall be recovered as an arrears of land revenue on the basis of the certificate issued by the Competent Officer.

PART VII

Covenants of the lessee/lessees

1. Lessees to pay rents, royalties, taxes, etc.—The lessee/lessees shall pay the rents and royalties, reserved by this lease at such times and in the manner provided in Parts V and VI of these presents and shall also pay and discharge all taxes, cesses, rates, assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged, assessed or imposed by the authority of the Government upto or in respect of the premises and works of the lessee/lessees in common with other premises and works of a like nature except demands for land revenues.

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

3. Commencement of operation within ninety days and working in a workman-like manner.—Unless the Competent Officer for good cause permits otherwise, the lessee/lessees shall commence operations within ninety days from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for, win, work and develop the said minerals without voluntary intermission in a proper skilful and workman-like manner without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops, buildings, structures or other property thereon. The lessee shall prevent waste by removal of overburden, careful storage of waste, drainage and removal of all valuable minor minerals.

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

4. Indemnification of Government against all claims.—The lessee/lessees shall make and pay such reasonable 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 lease and shall indemnify and keep indemnified fully and completely, the 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.

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

a) heights and widths of trenches in open quarries are properly maintained to facilitate easy removal of the mineral and the muck;

(b) the working faces are always kept clean;

(c) the minerals and/or beneficiated, processed, dressed products therefrom won are stacked in suitable dimen-

sions and each such stack is numbered or marked in a manner prescribed by the Competent Officer;

(d) the proper sanitation of the area leased to him is maintained.

6. Strengthening and supporting the quarry to necessary extent.—The lessee/lessees shall strengthen and support to the satisfaction of the Railway Administration concerned or the Government or any Competent Authority controlling the provisions of any law for the time being in force relating to the working of quarries and matter affecting safety, health and labour matters, as the case may be, any part of the quarry, which in its opinion, requires such strengthening or support for the safety of any railway, reservoir, canal, road and other public works or structures.

7. Progress report.—(1) The lessee/lessees shall submit, from time to time, or when required, progress reports to the Competent Officer, alongwith analysis and representative samples of the mineral collected during the quarrying operations as also the periodical returns prescribed in the said rules or in the manner prescribed by him from time to time.

8. Inspection of premises, etc.—The lessee/lessees shall allow the Competent Officer or the Inspecting Officer or any officer authorised by the Central Government or the Competent Officer or the Inspecting Officer in that behalf to enter upon the premises including any building, excavation or land comprised in the lease for the purpose of inspecting, examining, surveying and making plans thereof, sampling and collecting any data and the lessee/lessees shall with proper person employed by the lessee/lessees and acquainted with the mine/quarry and works effectively, assist such officers, agents, servants and workman in conducting every such inspection and shall afford them all facilities, information connected with the working of the quarry which they may reasonably require. Such officer may issue such reasonable directions as he may deem fit to prevent wasteful extraction of minerals and it shall be the duty of the lessee/lessees, his/their agent/manager to carry out such directions within such period as the officer may specify. If the lessee/lessees, his/their agent or manager fails to carry out such directions within the specified period, the Competent Officer may determine the lease.

9. Reporting of accidents.—The lessee/lessees shall report all accidents to the Competent Officer, the District Magistrate and the District Superintendent of Police concerned, in case of any accident causing death or serious bodily injury or serious injury to the property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease and the lessee/lessees shall send a complete report without any delay of such an accident to the said officers.

10. Reporting discovery of other minerals.—Whenever the lessee/lessees shall find in the said lands any mineral other than the leased mineral/minerals, the lessee/lessees shall immediately report such discovery in writing to the Competent Officer with full particulars of the nature and position of each such find.

11. Records and accounts regarding production and employees, etc.—The lessee/lessees shall at all times during the said term keep or cause to be kept at an office to be situated upon or near the said lands, correct and intelligible books of accounts which shall contain accurate entries showing from time to time,

(1) Quantity and quality of the said mineral/minerals raised from the said lands;

(2) Quantity of the various qualities of the said mineral/minerals beneficiated, processed or converted;

(3) Quantities of the various qualities of the said mineral/minerals sold and disposed of separately and the manner and purpose of such sale and disposal;

(4) The prices and all other particulars of all sales of the said mineral/minerals;

(5) The number of persons employed in the mines or works or upon the said lands specifying the nationality, qualifications and pay of such persons;

(6) Such other facts, particulars and circumstances as the Competent Officer or the Inspecting Officer may from time to time require and shall also furnish free of charge to such officers and at such times as they may prescribe, true and correct abstracts of all or any such books of accounts and shall at all reasonable times allow such officers or any other officer as the Government shall in that behalf appoint, to enter into and have free access to, for the purpose of examin-

ing and inspecting the said books of accounts and to make copies thereof and make extracts therefrom.

12. Maintenance of plans, etc.—The lessee/lessees shall at all times during the said terms, maintain at the mine/quarry office, correct intelligible, up-to-date and complete plans and sections of the mines/quarries in the said lands. They shall show all the operations and working and all the trenches, pits and drillings made by him/them in the course of operations carried on by him/them under the lease, faults and other disturbances encountered and geological data (and all such plans and sections shall be amended and filled up) from actual surveys to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee/lessees shall furnish, free of charge to the Government and to the Competent Officer, true and correct copies of such plans and sections whenever these are required. Accurate records of all trenches, pits and drillings shall show:—

- (a) The sub-soil and strata through which they pass.
- (b) Any other minerals encountered.
- (c) Any other matter of interest and all data required by the Government, the Competent Officer and/or the Inspecting Officer, from time to time.

The lessee/lessees shall also allow any officer authorised by the Central or the Government or the Competent Officer or the Inspecting Officer to inspect the same at all reasonable times.

13. To abide by the provisions of the laws in force in respect of labour welfare and safety measures.—The lessee/lessees shall be bound by the provisions of any laws for the time being in force relating to the working of the quarries (mines and minerals) and matter affecting safety, health and convenience of the lessee's/lessees' employees or of the public.

14. To respect all existing rights of way.—The lessee/lessees shall respect all existing rights of way, water and other easements and shall carry on mining/quarrying or other operations under the said lease in any way other than as prescribed under these rules.

15. Not to obstruct working of other minerals.—The lessee/lessees will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstructions or interruptions to the development and working within the said lands of any minerals not included in this lease and shall at all times afford to the Central Government and the Government and to the holders of quarry lease, quarrying permits and prospecting licences or mining leases in respect of any such minerals or any mineral within any land adjacent to the said lands as the case may be, reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working, developing and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage or injury which he may sustain by reason or in consequence of the use of such passage by such lessees or holders of quarrying licences.

16. Transfer of quarrying lease.—(1) The lessee shall not without the consent in writing of the Competent Officer—

- (a) assign, sublet or mortgage or in any other manner transfer the quarrying lease, or any right, title or interest therein, or
- (b) enter into or make any arrangement, contract for understanding whereby the lessee/lessees will or may be directly or indirectly financed to a substantial extent by, or under which the lessee's/lessees operations or undertakings will or may be substantially controlled by any person or body of persons other than the lessee/lessees.

(2) The Competent Officer may, by order in writing, determine the lease at any time, if the lessee/lessees has/have, in the opinion of the Competent Officer, committed a breach of any of the provisions contained in this clause, or has/have transferred the lease of any right, title or interest therein otherwise than in accordance with clause 17:

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

17. Deposit of any additional amount other than security deposit.—Whenever the security deposit as provided in rule 12 of the said rules or any part thereof or any further sum hereafter deposited with the Government in replantment thereof shall be forfeited or applied by the Competent

Officer pursuant to the power hereinafter declared in that behalf, the lessee/lessees shall deposit with the Government such further sum as may be sufficient with the inappropriate part thereof to bring the amount in deposit with the Government to be equal to the said full security deposit amount.

18. Delivery of leased area in good order to Government after determination of lease.—The lessee/lessees shall at the expiration or earlier determination of the said term or any renewal thereof, deliver unto the Government all mines, quarries, pits, shafts, inclines, drifts, levels, waterways and other works now existing or hereafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the Competent Officer and in an ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the term, were upon or under the said lands and all such machinery set up by the lessee/lessees below ground level which cannot be removed without causing injury to the mines, quarries or works under the said lands and all buildings and structures of bricks or stones erected by the lessee/lessees above ground level in good repaired order and condition and fit in all respects for further working of the said mines and the said minerals.

19. (a) Right of pre-emption.—The Government shall from time to time and at all times during the said term have the right (to be exercised by notice in writing to the lessee/lessees) of pre-emption of the said minerals (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the lessee/lessees and the lessee/lessees shall with all possible expedition, deliver all minerals or products of minerals purchased by the Government under the power conferred by this provision in the quantities at the times in the manner and at the place specified in the notice exercising the said right.

(b) The price to be paid for all minerals or products of minerals taken in pre-emption by the Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption:

Provided that in order to assist in arriving at the said fair market price, the lessee/lessees shall, if so required, furnish to the Government for the confidential information of the Government, particulars of the quantities, description and prices of the said minerals or products thereof sold to the other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the Government, original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

(c) In the event of the existence of State of war or emergency (of which existence, the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be the conclusive proof), the Government, with the consent of the Central Government, shall from time to time and at all times during the said term have the right (to be exercised by a notice in writing to the lessee/lessees), forthwith take possession and control of the works, plants, machinery and premises of the lessee/lessees on or in connection with the said lands or operations under this lease and during such possession or control, the lessee/lessees shall conform and obey all directions given by or on behalf of the Central Government or the Government regarding the use of employment of such works, plants, premises and minerals:

Provided that compensation, which shall be determined by the Government in cases the parties do not reach any agreement therefor, shall be paid to the lessee/lessees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause and provided also that the exercise of such power shall not determine the said term hereby granted or affect the terms and conditions and provisions of these presents other than that may be necessary to give effect to the provisions of this clause.

20. Right over produce other than minerals, ores.—(a) The lessee/lessees shall not remove any other produce except the minor mineral mentioned in the lease. The lessee/lessees shall, without undue delay, report to the Competent Officer the discovery in the areas, comprised in his/their lease of any mineral/s not specified in the lease.

(b) If any mineral/s not specified in the lease is/are discovered in the leased area, he/they shall not win and dispose

of such mineral/s, without obtaining a lease/leases thereof. If he fails/they fail to apply for such lease/leases within three months from the discovery of the said mineral/minerals, the Competent Officer may grant a lease/leases in respect of such mineral/minerals to any other person/persons.

(c) Without the prior permission of the Competent Officer, the lessee/lessees shall not use the minor mineral quarried under these rules for a purpose which will classify them as major minerals.

21. Government to be immuned from lessee's/lessees' claim for damage.—The Government shall be immune from the lessee/lessees' claims for damage on account of any land having been included in his/their lease which may subsequently be discovered not to have been available for the lease.

22. The lessee/lessees or his/their transferees or assignees shall not erect any building in contravention of the provisions of any law for the time being in force relating to the erection of buildings or in contravention of any order issued by any officer or authority competent to issue such orders under any such law within whose jurisdiction the leased area is situated.

23. Lessee to abide by instructions.—The lessee/lessees shall abide by such reasonable instructions and directions as may be issued by the Competent Officer from time to time regarding conservation, regulation and development of minor minerals.

24. Lessee to undertake remedial measures.—The lessee/lessees shall at his/their own expenses, undertake all remedial measures to prevent damage to the agricultural or forest land due to the flow of rejects or wastes or slimes resulting from his/their quarrying operations within a reasonable time or such time as the case may be or as may be directed by the Competent Officer.

25. Lessee to rehabilitate the left-over land.—The lessee/lessees shall undertake to rehabilitate the land left over after the quarrying operations are over through soil conservation measures to the satisfaction of the Government and within such reasonable time as the Government by an order in writing may specify.

26. Government to rehabilitate left over land at lessee's expense.—In the event of the failure on the part of the lessee to undertake the aforesaid measures within the stipulated period, the Government, without prejudice to any other action that it may take against the lessee, may take the required steps to rehabilitate the said land and recover the expenses incurred for such work from the lessee/lessees as arrear of land revenue.

27. Lessee to plant trees.—The lessee/lessees shall undertake necessary measures to plant and maintain suitable species of trees as may be directed by the Conservator of Forests, Government of Goa, Daman and Diu.

28. Lessee not to dump rejects near river.—The lessee/lessees shall not dump or allow to be dumped, any rejects at any point within a distance of 100 metres from the bank of any river or nallah and 50 metres from the lease boundary except with the previous permission of the Government.

29. Lessee to desilt drains.—The lessee/lessees shall undertake the work of desilting of drains and streams outside the leased area periodically to prevent them from being choked and shall provide check dams to facilitate the settling of suspended solids.

30. Lessee to comply with directions of Government.—The lessee/lessees shall comply with the directions issued from time to time by the Government or by the Competent Officer or any other officer authorised by the Competent Officer.

31. Suspension of quarrying operations.—If the Competent Officer is of the opinion that the quarrying operations are done in a manner which causes danger to public health or safety of the people or have an adverse effect on environment or ecology or interferes with the objectives of flood-control or prevention of pollution or safety to public structures including communication facilities, roads and buildings or cause public nuisance, he may, by an order in writing, and after obtaining the approval of the Government, order the suspension of quarrying operations:

Provided that no such order shall be made without giving a reasonable opportunity to the lessee/lessees.

PART VIII

Covenants of the Government

1. Lessee may hold and enjoy rights quietly.—The lessee/lessees paying the rents and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee/lessees to be observed and performed, may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any unlawful interruption from or by the Government, or any person rightfully claiming under it.

2. Acquisition of lands of third parties and compensation therefor.—If, in accordance with the provisions of clause 4 of Part VII of this Schedule, the lessee/lessees offers/offer to pay to an occupier of the surface or any part of the said lands, compensation for any damage or injury which may arise from the proposed operation of the lessee/lessees and the said occupier shall refuse his consent to the exercise of rights and powers reserved to the Government and demised to the lessee/lessees by these presents and the lessee/lessees shall report the matter to the Government and shall deposit with it the amount offered as compensation and if the Government are satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee/lessees shall have deposited with it such further amount as the Government shall consider fair and reasonable, the Government shall order the occupier to allow the lessee/lessees to enter the land and to carry out such operations as may be necessary for the purpose of this lease. In assessing the amount of such compensation, the Government shall be guided by the principles of Land Acquisition Act, 1894.

3. Renewal of lease.—If the lessee/lessees be desirous of renewing the lease of the premises hereby demised or any part or parts of them for a further term from the expiration of the term hereby granted and is otherwise eligible, he/they shall, prior to the expiration of the last mentioned term, give to the Competent Officer three calendar months' previous notice in writing and shall pay the rents, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained, and on the part of the lessee/lessees to be observed and performed upto the expiration of the term hereby granted. The Competent Officer, on receipt of the application for renewal, shall consider it in accordance with the said rules and shall pass orders as he deems fit. If the renewal is granted, the Competent Officer shall at the expense of the lessee/lessees and upon his executing and delivering to the Competent Officer a renewed lease of the said premises or part thereof for the further term of ... years at such rents, rates and royalties and on such terms and subject to such rents and royalties and on such terms and subject to such covenants and agreements, including this present covenant to renew as shall be in accordance with the Goa, Daman and Diu Minor Mineral Concession Rules, 1935, as applicable to ... (name of mineral) renew the lease on the day next following the expiration of the term hereby granted.

4. The lessee/lessees shall be at liberty to surrender this lease by giving a notice of not less than six months in writing to the Competent Officer and no fresh liability shall accrue to the lessee/lessees from the date of such surrender provided that all the Government dues, rents, royalties and taxes arising upto the date of surrender and nothing in that behalf is outstanding against the lessee/lessees, shall be cleared off.

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

PART IX

General Provisions

1. Obstruction to inspection.—In case the lessee/lessees or his/their transferees or assignees does/do not allow or obstruct entry or inspection by the officers authorised by the Government, the Competent Officer may cancel the lease and forfeit the whole or part of the deposit made under rule 12 of the said rules.

2. In case the lessee/lessees or his/their transferees or assignees commits/commit any breach of any of the conditions and covenants other than those referred to in covenant (1) above, the Competent Officer shall give notice to the lessee/lessees requiring him/them to remedy the breach within a period of sixty days from the date of receipt of the notice and if the said breach is not remedied within such period, the Competent Officer may without prejudice to any proceeding that may be taken against the lessee/lessees, determine the lease and forfeit the whole or part of the security deposit.

3. **Penalty in case of breach.**—In case of breaches of the covenants and agreements by the lessee/lessees on which the aforesaid notice has been given, the Competent Officer, in lieu of giving notice, may impose such penalty not exceeding rupees five hundred as he may deem fit.

4. **Cancellation of lease.**—If the lessee/lessees ceases/cease to work the quarry for a continuous period of 6 months, the lease shall be liable to cancellation:

Provided that the lease shall not be cancelled if the lessee/lessees is/are prevented from working the quarry owing to some reasonable cause or if the lessee/lessees ceases/cease to work with the prior permission of the Competent Officer.

5. **Interpretation of the lease.**—If there is any dispute regarding their lease or any other matter or thing, construction of a term or condition in the lease or anything connected with the quarries or minor minerals specified in this lease or the working or non-working of the quarry operated under this Lease, the amount of payment of royalty or dead rent or its amount of royalty or dead rent or its mode of payment to the Competent Office, it shall be referred to the Government whose decision shall be final and binding on the lessee/lessees.

6. **Failure to fulfil the terms of lease due to "force majeure".**—Failure on the part of the lessee/lessees to fulfil any of the terms and conditions of this presents by shall not be deemed to be a breach of this Lease, in so far as such failure is considered by the Government to arise from "force majeure", and if through "force majeure" the fulfilment by the lessee/lessees of any of the terms and conditions of this Lease be delayed, the period of such delay shall be added to the period fixed by this Lease. In this clause, the expression "force majeure" means act of God, war, insurrection, riot civil commotion, strike, earth-quake, tide, storm, tidal wave, flood, lightening, explosion, fire, earth-quake and any other happening which the lessee/lessees could not reasonably prevent or control.

7. **Lessee to move his properties on the expiry of his lease.**—The lessee/lessees having first paid and discharged the rents and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clauses 1 and 2 of this Part and in that case at any time not less than three calendar months after such determination), take down and remove for his own benefit all or any engines, machinery, plant, buildings, structures, railways and other works, erection and conveniences which may have been erected, set up or placed by the lessee/lessees in or upon the said lands and which the lessee/lessees is/are not bound to deliver to the Government under clause 18 of Part VII of this Schedule and which the Government shall not desire to purchase.

9. **Forfeiture of property left more than six months after determination of lease.**—If at the end of six calendar months after the expiration or sooner determination of the said term or after the date from which any surrender by the lessee/lessees of part or parts of the said lands under the provisions contained in clause 4 of Part VIII of this Schedule becomes, effective, there shall remain in or upon the said land or the surrendered part or parts thereof as the case may be, any engine, machinery, plant, building, structures, tramways, railways and other work erections and conveniences or other property which are not required by the lessee/lessees in connection with his/their operations in these parts of the said lands which he/they has/have not surrendered or in any other lands held by him/them under prospecting licence or mining lease the same shall, if not removed by the lessee/lessees within one calendar month after notice in writing requiring their removal has been given to the lessee/lessees by the Government be deemed to become the property of the Government and may be sold or disposed of in such manner as the Government shall deem fit without liability to pay compensation or to account to the lessee/lessees in respect thereof.

10. **Services of notices.**—Every notice by these presents required to be given to the lessee/lessees shall be given in

writing to such person as may be appointed by the lessee/lessees for the purpose of receiving such notices and if there is no such appointment then every such notice shall be sent to the lessee/lessees by registered post addressed to the lessee/lessees at the address recorded in this lease or at such other address in India as the lessee/lessees may from time to time in writing to the Competent Officer designate for the receipt of notices and every such service shall be deemed to be proper and validly served upon the lessee/lessees and shall not be questioned or challenged by him.

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

Signed by Shri

(Designation) ...

... for Government of Goa, Daman and Diu and on behalf of the President of India.

1.
2.

Signed by

for and on behalf of the lessee/lessees in the presence of

1.
2.

FORM "E"

(See Rule 14)

Register of Quarrying Lease

1. Serial No.
2. Name of the lessee/lessees.
3. Residence with complete address of lessee/lessees.
4. Date of application.
5. Date on which application was received by the Receiving Officer.
6. (a) Number and date of grant of lease.
(b) Date of execution of mining lease.
7. Number and date of certificate of approval held by the lessee/lessees at the time of grant.
8. Situation and boundaries of the land.
9. Total area for which lease has been granted.
10. Mineral or minerals for which lease originally granted.
11. Mineral or minerals added to the mining lease with date.
12. Period for which granted.
13. Date and period of renewal.
14. Date of change together with details of change that may take place in name, nationality, or other particulars of the holder of mining lease.
15. Date of assignment of transfer of the lease, if any and the name and address of the assignee/transferee.
16. Date of expiry or relinquishment or cancellation.
17. Date from which the area is available for regrant.
18. Remarks.
19. Signature of the Officer.

FORM F

[See rule 19(2)]

Application for Renewal of quarrying lease

From: ...

To ...

Sir,

I/We submit an application for the renewal of the Quarrying lease under the Goa, Daman and Diu Minor Mineral Concession Rules, 1985.

(2) The required particulars are given below:—

- (i) Name and address of the applicant stating whether he or it is an individual, company or society ...
- (ii) Mineral/Minerals for which the renewal is applied ...
- (iii) Particulars of the original quarrying lease:
 - (a) Village/Forest Block or range ...
 - (b) Survey No. /Nos. ...
 - (c) Area in each S. No. ...
 - (d) Mineral/minerals ...
 - (e) No. and date of order granting the lease ...

- (f) Rate of dead rent fixed ...
 (g) Period for which the lease was granted ...
 (h) Date of expiry of the lease ...

(3) Details about the area in regard to which renewal is applied for:

- (i) Whether the area applied for is the whole or part of the lease-hold ...
 (ii) In case it is for a part of the lease-hold:
 (a) The area applied for ...
 (b) Description of the area ...
 (c) Whether a map is enclosed ...

(4) Means by which the mineral/minerals is/are to be raised (manual or mechanical) ...

(5) Investment in the quarrying operation (give details) ...

(6) Period for which the renewal is applied for ...

(7) Manner in which the mineral/minerals is/are to be utilised ...

- (a) for manufacture ...
 (b) for sale ...
 (c) for any other purpose ...

(8) Details of output during the last three years and quantity expected to be raised during the next three years ...

(9) Have all dues on the existing quarrying lease been paid to Government ...

(10) Any other particulars which the applicant wishes to furnish ...

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

Yours faithfully,

Signature of the Applicant

Place:

Date

N. B.: If the application is signed by an authorised agent or the applicant, the Power of Attorney should be attached.

FORM G

[See Rule 19(3)]

Receipt for application for renewal of quarrying lease in respect of minor minerals

Government of Goa, Daman and Diu

S. No. ...

Dated ... 19 ...

Received an application with the enclosures listed below for renewal of a quarrying lease from Shri/Sarvashri ... at ... a. m./p. m. on ... 19 ... for ... (name of mineral) in ... hectares of land situated in ... village, ... Taluka ...

Enclosures: 1. ...

2. ...

3. ...

4. ...

5. ...

6. ...

Place:

Date:

Signature and designation of the receiving officer.

SCHEDULE I

Rates of Royalties

(See rules 22 and 26)

| Minerals | Rates of Royalty |
|--|--|
| I. (a) Limestones and its varieties including limeshells. | When used for lime burning either Rs. 2.00 per cubic metre of stone utilised. or Rs. 1.50 per cubic metre of prepared lime. When used as building stone ballast metal grit etc. Rs. 2.00 per cubic metre of stone utilised. |
| (b) Kankar when used for lime burning. | either Rs. 2.00 per cubic metre of stone utilised. or Rs. 1.50 per cubic metre of prepared lime. |
| II. (a) All building stones including laterite when used for building and constructional masonry stones, blocks, metal grit, basalt, blocks, chiras, grit etc. | Rs. 2.00 per cubic metre of raw stone utilised. |
| III. (a) Boulder shingle, gravel, murrum, kankar all used for constructional purpose either by excavation or collection. | Rs. 1.50 per cubic metre. |
| (b) Ordinary sand used for construction purpose either by extraction or collection. | Rs. 1.50 per cubic metre. |
| (c) Pebbles and modules of chalcedony quartzite stone or flint. | Rs. 5.00 per cubic metre. |
| IV. Ordinary sand when used as core moulding or bend sand. | Rs. 1.50 per cubic metre. |
| V. (a) Ordinary clay when used for manufacture of tiles. | Rs. 2.00 per cubic metre. |
| VI. Matti and other coloured mattis (not amounting to ochres). | Rs. 1.50 per cubic metre. |
| VII. Slate and shales when used for building purpose. | Rs. 2.00 per cubic metre. |
| VIII. Brick earth. | Rs. 1.50 per cubic |

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 2nd July, 1986.

Law Department

Legal Affairs Branch

Notification

LD/1/86-L. A. B.

The following Notification bearing F. No. 11(27)/85-Leg.III dated 19th May, 1986 issued by the Ministry of Law and Justice (Legislative Department), New Delhi and published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section

(i) dated 19-5-86, and Corrigenda bearing F. No. 11(27)/85-Leg.III dated 4th June, 1986 published in the Gazette of India, Extraordinary, Part II, section 3, Sub-section (i) dated 4-6-86, are hereby republished for the general information.

P. V. Kadnekar, Under Secretary (Drafting to the Government of Goa, Daman and Diu.

Panaji, 10th July, 1986.

GOVERNMENT OF INDIA

Ministry of Law and Justice

(Legislative Department)

New Delhi, the 19th May, 1986

Notification

G.S.R. 776(E):— In exercise of the powers conferred by section 6 of the Muslim Women (Protection of Rights on Divorce) Act, 1986 (25 of 1986), the Central Government hereby makes the following rules for carrying out the purposes of the said Act, namely:—

1. *Short title and commencement.*—(1) These rules may be called the Muslim Women (Protection of Rights on Divorce) Rules, 1986.

(2) They shall come into force at once.

2. *Definitions.*—In these rules, unless the context otherwise requires.—

(a) "Act" means the Muslim Women (Protection of Rights on Divorce) Act, 1986 (25 of 1986);

(b) "Code" means the Code of Criminal Procedure, 1973 (2 of 1974); and

(c) "Form" means form annexed to these rules.

3. *Service of summons.*— (1) Every summons issued by a Magistrate on an application made under the Act, shall be in writing, in duplicate, signed by the Magistrate or by such other officer as he may, from time to time, direct, and shall bear the seal of the Court.

(2) Every such summons shall be accompanied by a true copy of the application.

(3) Every summons issued under sub-rule (1) shall specify the date of the first hearing of the application which shall not be later than seven days from the date on which the summons is issued.

(4) Every summons shall be served by a police officer or by an officer of the Court issuing it.

(5) The summons shall, if practicable, be served personally on the respondent, by delivering or tendering to him one of the duplicates of the summons.

(6) Every respondent on whom the summons is so served shall, if so required by the serving officer, sign a receipt therefor on the back of other duplicate.

(7) Where the respondent cannot, by the exercise of due diligence, be found, the summons may be served by leaving one of the duplicates for him with some adult male member of his family residing with

him, and the person with whom the summons is so left shall, if so required by the serving officer, sign a receipt therefor on the back of the other duplicate.

(8) If the service cannot, by the exercise of due diligence, be effected as provided in sub-rule (6), or sub-rule (7), the serving officer shall affix one of the duplicates of the summons to some conspicuous part of the house or homestead in which the respondent ordinarily resides; and thereupon the Court, after making such inquiries as it thinks fit, may either declare that the summons has been duly served or order fresh summons in such ^a manner as it considers proper.

(9) When a Court desires that a summons issued by it shall be served at any place outside its local jurisdiction, it shall ordinarily send such summons in duplicate to a Magistrate within whose local jurisdiction, the respondent resides, or is, to be there served.

(10) When a summons issued by a Court is served outside its local jurisdiction and in any case when an officer who served the summons is not present at the hearing of the case, an affidavit purporting to be made before a Magistrate that such summons has been served and a duplicate of summons purporting to be endorsed [in the manner provided by sub-rule (6) or sub-rule (7)] by the person to whom it was delivered or tendered or with whom it was left shall be admissible in evidence and the statements made therein shall be deemed to be correct unless and until the contrary is proved.

(11) The affidavit mentioned in sub-rule (10) may be attached to the duplicates of the summons and returned to the Court.

4. *Evidence.*— All evidence in the proceedings under the Act shall be taken in the presence of the respondent against whom an order for the payment of provision and maintenance, Mahr or power or the delivery of property is proposed to be made or, when his personal attendance is dispensed with, in the presence of his pleader, and shall be recorded in the manner specified for summary trials under the Code:

Provided that if the Magistrate is satisfied that the respondent is wilfully avoiding service or wilfully neglecting to attend the Court, Magistrate may proceed to hear and determine the case ex parte and any order so made may be set aside for good cause shown on application made within seven days from the date thereof subject to such terms as to payment of cost to the opposite party as the Magistrate may think just and proper.

5. *Power to postpone or adjourn proceedings.*— In every application under the Act, the proceedings shall be held as expeditiously as possible and in particular, when the examination of witnesses has once begun, the same shall be continued from day to day until all the witnesses in attendance have been examined unless the Court finds adjournment of the same beyond the following day to be necessary for reasons to be recorded.

6. *Costs.*— The Court in dealing with the applications under the Act shall have power to make such order as to cost as may be just.

7. *Affidavit under section 5.*—An affidavit filed under section 5 of the Act shall be in form 'A'.

8. *Declaration under section 5.*—A declaration in writing filed under section 5 shall be in Form 'B'.

FORM A
Form of Affidavit
(See rule 7)

I, ve ... son/wife of ... aged ... years, resident of ... and ... son/wife of ... aged ... years, resident of ... hereby state on oath as follows:—

1. That I/we have informed myself/ourselves of the provisions of section 5 of the Muslim Women (Protection of Rights on Divorce) Act, 1986 and of the provisions of sections 125 to 128 of the Code of Criminal Procedure, 1973.

2. That I/we ... desire to be governed by the provisions of sections 125 to 128 of the Code of Criminal Procedure, 1973 in preference to the provisions of the Muslim Women (Protection of Rights on Divorce) Act, 1986.

3. That the contents of the above affidavit are true.

Deponent/Deponents.

Signed and verified at ... this the ... day of ... 19 ...

Deponent/Deponents.

FORM 'B'
Form of Declaration
(See rule 8)

I/we ... son/wife of ... aged ... years, resident of ... and ... son/wife of ... aged ... years, resident of ... hereby declare as follows:—

1. That I/we have informed myself/ourselves of the provisions of section 5 of the Muslim Women (Protection of Rights on Divorce) Act, 1986 and of the provisions of sections 125 to 128 of the Code of Criminal Procedure, 1973.

2. That I/we ... desire to be governed by the provisions of sections 125 to 128 of the Code of Criminal Procedure, 1973 in preference to the provisions of the Muslim Women (Protection of Rights on Divorce) Act, 1986.

3. That the contents of the above declaration are true.

Deponent/Deponents.

Signed and verified at ... this the ... day of ... 19 ...

Deponent/Deponents.

[F. No. 11(27)/85-Leg. III]

C. RAMAN MENON, Addl. Secy.

GOVERNMENT OF INDIA

Ministry of Law and Justice

(Legislative Department)

New Delhi, the 4th June, 1986

Corrigenda

G.S.R. 834(E).—In the notification of the Government of India, in the Ministry of Law and Justice (Legislative Department) No. G.S.R. 776(E), dated the 19th May, 1986, published in the Gazette of India, Extraordinary, Part II, Section-3, Sub-section (i), dated the 19th May, 1986, at page 3—

(i) in column 1, in line 51, for "sub-rule (6)" read "sub-rule (5)";

(ii) in column 2,—

(a) in line 2, for "of" read "or";

(b) in line 3, for "in such a manner" read "in such manner";

(c) in line 29, for "power" read "dower";

(d) in line 36, for "Court, Magistrate" read "Court, the Magistrate";

(e) in line 58, for "wrinting" read "writing".

[F. No. 11(27)/85-Leg.III]

C. RAMAN MENON, Addl. Secy.