

बिहार सरकार
खान एवं भूतत्व विभाग

सं०सं०- प्र०-II/वृ०ख०/०१/२४- ९३९ एम०, पटना, दिनांक- 18/03/24
प्रेषक,

मो० नैय्यर इकबाल, भा०प्र०से०,
निदेशक, खान।

सेवा में,

महाप्रबंधक,
मेसर्स डालमिया (भारत) सीमेंट लि०,
ग्राम+पो०- बंजारी,
जिला- रोहतास।

विषय:- रोहतास जिलान्तर्गत मेसर्स कल्याणपुर सीमेंट लि० द्वारा धारित छः चूना पत्थर
(लाईम स्टोन) खनन पट्टा के संबंध में।

प्रसंग:- खान आयुक्त न्यायालय, बिहार, पटना का आदेश ज्ञापांक- 3758, दिनांक- 31.10.
2019 एवं मेसर्स डालमिया (भारत) सीमेंट लि० का पत्र दिनांक- 30.01.2024

महाशय,

उपर्युक्त विषयक के संबंध में कहना है कि रोहतास जिलान्तर्गत मौजा-बंजारी, लेबुरा, कल्याणपुर, भरुही, सोहदाग एवं तिउराखुर्द तथा खुखमा, मजुराहा, गुरुर एवं बसाढ़ी में चूनापत्थर खनन पट्टा हेतु खान आयुक्त, बिहार द्वारा दिनांक 31.10.2019 को पारित आदेश में सभी आवश्यक वैधानिक अनापत्ति समर्पित करने हेतु एक वर्ष का समय दिया गया था। उक्त क्रम में आपके द्वारा सूचना दी गयी कि उपरोक्त चूनापत्थर खनन पट्टे कैमूर वन्यजीव अभ्यारण्य के इको सेंसेटिव जोन की परिधि में आने के कारण वैधानिक अनापत्ति के लिए सक्षम प्राधिकार को आवेदन समर्पित करना संभव नहीं हो पा रहा है। साथ ही आपके द्वारा अभ्यारण्य की सीमा स्थानांतरित होने की कार्रवाई प्रक्रियाधीन रहने का उल्लेख करते हुए सीमा निर्धारण होते ही अपेक्षित कार्रवाई करने का अनुरोध किया गया।

पर्यावरण, वन एवं जलवायु परिवर्तन विभाग, बिहार, पटना के ज्ञापांक-119 (ई०), दिनांक 29.02.2024 द्वारा 2225.02 हे० वन क्षेत्र को वन्यप्राणी (संरक्षण) अधिनियम, 1972 की धारा-26 ए (3) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए कैमूर वन्यप्राणी आश्रयणी से विलोपित किया गया है।

अतः उपरोक्त परिपेक्ष्य में निदेशानुसार कहना है कि खान आयुक्त, बिहार द्वारा दिनांक- 31.10.2019 को पारित आदेश के क्रम में एवं पर्यावरण, वन एवं जलवायु परिवर्तन विभाग, बिहार, पटना के ज्ञापांक-119 (ई०), दिनांक- 29.02.2024 के आलोक में सभी आवश्यक वैधानिक अनापत्ति शीघ्र प्राप्त करना सुनिश्चित करेंगे। सभी वैधानिक अनापत्ति प्राप्त करने में

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खान आयुक्त द्वारा पारित आदेश में दिये गए समय पर्यावरण, वन एवं जलवायु परिवर्तन विभाग, बिहार, पटना की अधिसूचना के निर्गत से एक वर्ष की तिथि निर्धारित की जाती है।
(आदेश पर सक्षम प्राधिकार का अनुमोदन प्राप्त है।)

विश्वासभाजन

निदेशक, खान 18/3/24

ज्ञापांक- 939 / एम0, दिनांक- 18/03/24
प्रतिलिपि-समाहर्ता, रोहतास/सहायक निदेशक, जिला खनन कार्यालय, रोहतास को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

निदेशक, खान 18/3/24

ज्ञापांक- 939 / एम0, दिनांक- 18/03/24
प्रतिलिपि-क्षेत्रीय खान नियंत्रक, भारतीय खान ब्यूरो, अशोक नगर, रांची को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

निदेशक, खान 18/3/24

ज्ञापांक- 939 / एम0, दिनांक- 18/03/24
प्रतिलिपि-सचिव, पर्यावरण, वन एवं जलवायु परिवर्तन विभाग, बिहार, पटना को सादर सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।

निदेशक, खान 18/3/24

ज्ञापांक- 939 / एम0, दिनांक- 18/03/24
प्रतिलिपि-सचिव, पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार, नई दिल्ली को सादर सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।

निदेशक, खान 18/3/24

2024 18/3/24

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for a renewal of mining lease for Limestone
in respect of the lands described in Part I
of the Schedule hereunder written and has
deposited with the State Government the sum of
Rs. 1,000/- (Rupees One thousand only) as Security
and whereas the lessee is in possession of a valid
Certificate of Approval and Income Tax Clearance
Certificate.

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WITNESSETH that in consideration of the rents and royalties covenants and agreements by and in these presents and the schedule hereunder written reserved and contained and on the part of the lessee to be paid observed and performed the State Government hereby grants and demises unto lessee.

All these mines beds/vains seams of limestone (hereafter 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

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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 State Government the liberties, power and privileges mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demises unto the lessee from the first day of April, 1979 for the term of twenty years thence next ensuing YIELDING AND PAYING therefore unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provision contained Part VI of the said Schedule and the lessee hereby covenants with the State Government as in Part VII of the said Schedule is expressed and the State Government hereby covenants with the lessee as in Part VIII of the said Schedule as expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

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



: 5 :

The Schedule above referred to ,

PART - I

The area of this Lease.

Location and area of the Lease. All that tract of lands situated at Banjari, Description of Plot and area detailed below is (Pergana) Rohtas in the Registration District of Rohtas Sub-District Sasaram and Thana, Sasaram bearing cadastral Survey Plot No. 391 & 393 containing an area of 47.69 acres or 19.13 Hectares (19.04 Hectares).

DETAILS OF PLOTS AND ITS AREA

Name of Mouza.	Name of Thana.	Thana No.	Sub-Division.	Khata No.	Tonzi No.	Plot No.	Area in Acres.
Banjari	Sasaram	000	Sasaram		4851 & 4852	391 & 393	47.69

STH. Thana

TOTAL AREA : 47.69 Acres = 19.13 Hectares.

OR THEREABOUT delineated on the plan hereto annexed and thereon coloured in Red and bounded as follows:-

- On the North : Quarry of Dohri Lime Co. Ltd.,
- On the South : Village Lohara.
- On the East : FWD Road & D.R.L. Rly Track.
- On the West : Kachwar Mahal.

hereinafter referred to as "THE S. & L. LAND"



Liberty, Power and Privileges to be exercised and enjoyed by the Lessee 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 bore or drill or win work dress process convert carry and dispose of the said mineral.
2. To sink, drive and make pits, shafts and inclines etc. Liberty and Power for or in connection with any of the purpose mentioned in this part to sink drive make maintain and use in the said lands any pits shafts drive levels waterways airways and other works (and to use maintain deepen or extend any existing works of the like nature in the said lands)
3. To bring to use machinery equipment etc. Liberty and Power for or in connection with any of the purposes mentioned in this part to erect construct maintain and use on or under the said lands any engines machinery plant dressing floors furnaces coke ovens brick-kilns workshops stores-houses bungalows godowns 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 in connection with any of the purposes in this part to make any tramways, railways, roads aircraft landing grounds and other ways in or over the said lands and to use maintain and go and repass with or without horses, cattle, wagons, aircrafts locomotives or other vehicles over the same (or any existing tramways railways roads and other ways in or over the said lands)

5. To get building and road materials etc. Liberty and Power for or in connection with any of the purposes mentioned in this part to quarry and get stone gravel and other building and road materials and clay and to use and employ the same to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such materials bricks or tiles.

6. To use water from streams etc. Liberty and power for or in connection with any of the purposes mentioned in this part but subject to the right of any existing or future leases and with the written permission of Collector to appropriate and use water from any streams water-course, springs or other sources in or upon the said lands and to divert stop up or dam any such streams 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 to deprive any cultivated lands, villages buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs provided that the lessee shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.

7. To use land for stacking heaping 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 therein any produce of the mines or works carried on and any tools equipment earth and materials and substances dug or raised under the liberties and powers mentioned in this part.

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

U. _____ clear and load and to fell and utilise trees etc.
Liberty _____ for or in connection with any of the
_____ to the existing
rights _____ as provided in clause 3 of the
Part III of this schedule to clear undergrowth and brushwood
and to fell and utilise any trees or timberstanding or found
on the said lands provided that the State Government may ask
the lessee to pay for any trees or timber felled and utilised,
by him at the rates specified by the Collector or the State
Government.

PART - III

Restrictions and Conditions as to the exercise
of the Liberties Powers and Privileges in Part II.

1. No buildings etc upon certain places. No building
or thing shall be erected set up or placed and no surface
operation shall be carried on in or upon any public pleasure
ground burning or BURNAL ground or place held by any class
of persons or any house or village site public road or other
place which the State Government may determine as public
ground nor in such a manner as to injure or prejudicially
affect any buildings works property or rights of other persons
and no land shall be used for surface operations which is
already occupied by person other than the State Government
for works or purposes not included in this lease. The
lessee 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 shall give 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

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objection is lodged by the Collector within two months after the receipt by him of such notice unless the objections are at the same time referred to the State Government for consideration and decision.

3. To cut trees in unreserved lands. The lessee shall not without the express sanction of the Collector cut down or injure any timber or trees on the said lands but may without such sanction clear away any brushwood or undergrowth which interferes with any operations authorised by these provisions. The Collector or the State Government may require the lessee to pay for any trees or timber felled and utilised by him at the rates specified by the Collector of the District.

4. (i) To enter upon reserved forests. Notwithstanding anything in this schedule contained the lessee shall not enter upon any reserved forest included in the said lands without previous sanction in writing of the District Forest Officer nor fell or use any timber or trees without obtaining the sanction in writing of that Officer nor other than in accordance with such conditions as the State Government may prescribe.

(ii) The mining lessee or the agents and workmen shall after the Divisional Forest Officer's sanction has been accorded under clause 4 Part III of the form for mining lease, have the right and liberty at all times to enter upon any part of the private protected forest or reserved forest or Government protected forest under their lease without let or hindrance for purpose of prospecting, quarrying or mining but they shall do nothing in respect of any forest growth nor shall they disturb the surface in any way except as herein-after provided.

(iii) Where prospecting, quarrying or mining operations does not involve the clearing or cutting of any forest growth, it may be done without the permission of or without

reference to the Forest Officer.

(iv) Where prospecting, quarrying or mining involves clearance of undergrowth such as shrubs or bushes over an area not exceeding one tenth of an acre, but does not involve the cutting of any tree or pole or suppling of bamboo, the clearance may be done without the permission of the Divisional Forest Officer but a report thereof shall immediately be submitted to the Officer. But this right of the lessee to clear the bushes and shrubs shall be exercised only once in every year.

(v) Where prospecting, mining or quarrying may necessitate clearance of undergrowth over an area exceeding one tenth of an acre by the cutting down of the trees or poles or suppling of bamboo, the previous permission in writing of the Forest Officers shall be necessary and the clearance shall not be done or the trees or poles or suppling of bamboos shall not be cut until these have been marked by the Forest department for felling and the royalty thereof assessed and paid.

Provided that in case the Forest Officer decided to refuse such permission he shall consult the mining officer of the District before doing so and if they agree, the permission may be refused but if they disagree, the matter may be referred to the Chief Conservator of Forests, Bihar who will consult the Chief Mining Officer disagree the matter should be referred to Government for orders.

6. No mining operations within 50 meters of public works. The lessee shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 50 meters from any railway line except with the previous written permission of the Railway Administration concerned or from any reservoir, canal or other public works.

such as public roads and buildings or inhabited site except with the previous written permission of Collector or any other Officer authorized by the State Government in this behalf and otherwise than in accordance with instructions, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 metres shall be measured in the case of railway reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting as the case may be and in case of a building horizontally from the plinth thereof. In the case of village roads no working shall be carried on within distance of 10 metres of the outer edge of the cutting except with the previous permission of the Collector or any other Officer duly authorized by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission.

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

6. Facilities for adjoining Government licensees and lessees. The lessee shall allow existing and future holders of Government licences or lessees over any land which is comprised in or adjoin or is reached by the land held by the lessee 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 under these presents and fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee for all loss or damage sustained by the lessee by reason of the exercise of this liberty.

PART - IV

Liberties, Power and Privileges Reserved to the State Government.

1. To work other minerals :- Liberty and power for the State Government or to any lessee or persons authorised by it to that behalf to enter into and upon the said lands and to search for and work dig get raise dress process convert and carry away minerals other than the said minerals and any other substances and for these purposes to sink, drive, make, erect, construct, maintain and use such pits shafts inclines drifts levels and other lines waterways, airways, water courses, drains, reservoirs engines machinery plant, buildings canals tramways, railways, roadways and other work and conveniences as may be deemed necessary or convenient.

PROVIDED that in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with the liberties powers and privileges of the lessee under these presents and that fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee for all loss or damage sustained by the lessee by reason or in consequence of the exercise of such liberty and power.

2. To make, alter, and repair, liberty and power for
 state, to enter at or any lease or person authorized by it
 in that behalf to enter into and upon the said lands
 and to pass over or through and across any railways, tram-
 roadways, or pipelines for any purpose other than those
 mentioned in Part II of these presents and to get from the
 said lands stones, gravel, earth and other materials for making
 maintaining and repairing such railways, tramways and roads
 or any existing railways and roads and to go and repass at
 all times with or without horses, cattle or other animals,
 or carts, wagons, carriages, locomotives or other vehicles
 over or along any such railways, tramways, roads lines and
 other ways for all purposes and as occasion may require,
 provided that in the exercise of such liberty and power
 by such lessee or person no substantial hindrance or inter-
 ference shall be caused to or with the liberties powers
 and privileges of the lessee under these presents and that
 fair compensation as may be mutually agreed upon or in the
 event of disagreement as may be decided by the state Govern-
 ment shall be made to the lessee for all loss or damage
 sustained by the lessee by reason or in consequence of
 the exercise by such lessee or person of such liberty and
 power.

PART - V

Rents and Royalties Reserved by this lease.

1. To pay dead rent or royalty whichever is greater.

The lessee shall pay for every year, yearly dead
 rent as specified in clause 2 of provided that the lessee
 shall be liable to pay the dead rent or royalty in respect
 of each mineral whichever is high in amount but not both.

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2. Rate and mode of payment of dead rent, subject to the provision of clause 1 of this part, during the subsistence of the lease, the lessee shall pay to the State Government per mineral or hectare of the lands devised and described in Part I of this schedule :-

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Kalyan Lina & Co. Pvt. Ltd.
General Office

Name of Mineral	Period	Dead rent fixed per hectare per year.	Area of devised land.	Dead rent payable Rs.	Total dead rent payable in a year.
Limestone	(i) Upto 31.3.72	@ Rs. 12.50	47.50 Acres	238.00	238.00
	(ii) From 1.4.72 to 31.3.73	@ Rs. 28.00	or 19.0. Dec.	478.00	478.00
	(iii) From 1.4.77 & onwards.	@ Rs. 37.60		714.00	714.00

3. Rate and mode of payment of royalty, subject to the provision of Clause 1 of this part, the lessee shall during the subsistence of this lease pay to the State Government at such times and in such manner as the State Government may prescribe royalty in respect of any mineral removed by him from the leased area at the rate for the time being specified in the second schedule to the Mines and Minerals (Regulation and Development) Act, 1967.

Rate of Royalty (i) @ Rs. 0.75 per tonne, for less than 40% CaO content
(ii) @ Rs. 1.25 per tonne for more than 40% CaO content of limestone.

Provided that the rate of land rent and royalty is subject to revision from time to time according to the rules framed by the Central Government.

4. Payment of surface rent, and water rate. The lessee shall pay rent and water rate to the State Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee under the authority of these presents at such rate not exceeding the land revenue and cesses assessable on the land per annum per hectare of the area so occupied or used and as in proportion for any area less than an hectare during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall as far as possible restore the surface land so used to its original condition. Surface rent and water rate shall be paid as hereinafter detailed in clause 2.

PROVIDED THAT No such rent, water rate shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right or access.

SCHEDULE II

Provisions relating to the Rents and Royalties.

1. Rent and Royalties to be free from deduction etc. The rent, water rate and royalties mentioned in Part V of this schedule shall be paid free from any deductions to the State Government at Government treasury and in such manner as the State Government may prescribe PROVIDED ALWAYS and it is hereby agreed that Rs. 1000/- (Rupees One thousand only) the balance standing to the Credit of the lessee on account of the deposit made by them as a licensee over an area which included the said lands shall be retained

and accepted by the State Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

2. Basis of computation of royalty. For the purpose of computing the said royalties the lessee shall keep a correct account of the mineral produced and despatched. The amounts as well as the weight of the mineral in stock or in the process of export may be checked by an Officer authorized by the Central or State Government.

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

PART - VII

The Covenants of the Lessee.

1. Lessee to pay rents and royalties, taxes etc. The lessee shall pay the rent, water rate 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, rates, assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged, assessed or imposed by the authority of the Central and State Governments upon or in respect of the premises and works of the lessee in common with other premises and works of a like nature except demands for land revenues.

2. To maintain and keep boundary marks in good order. The lessee shall at his own expenses erect and at all times

maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identification.

3. To continue operation in a workman-like manner and shall at all times during the continuance this lease search for, win, work and develop the said minerals without voluntary intermission in a skilful and workman-like manner and as prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops, buildings structures or other property thereon. For the purposes of this clause operations shall include the erection of machinery laying of a trackway or construction of a road in connection with the mine.

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

5. To secure and keep and condition pits, shafts etc. The lessees shall during the subsistence of this lease well and sufficiently secure and keep open with timber or other durable dams all pits shafts and workings that may be made or used in the said lands and make all maintain sufficient

to the satisfaction of the State Government round every such pit shaft or working whether the same is abandoned or not shall during the same period keep all workings in the said mine except such as may be abandoned accessible free from water and foul air as far as possible.

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

7. To allow inspection of workings. The lessee shall allow any Officer authorized by the Central Government or the State Government in that behalf to enter upon the premises including any building excavation or land comprised in the lease for the purpose of inspecting examining surveying prospecting and making plans thereof sampling and collecting

At any date and the lessee shall with proper person employed by the lessee and acquainted with the mines and work effectually assist such Officer, Agents, servants and workmen in conducting every such inspection and shall afford them all facilities information connected with the working of the mines which they may reasonably require and also shall and will conform to and observe all orders and regulations which the Central and State Government as the result of such inspection or otherwise may from time to time see fit to impose.

8. To report accident. The lessee shall without delay send to the Collector a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of operations under this lease.

9. To report discovery of other minerals, the lessee shall report to the state Government: his discovery in the leased area of any mineral not specified in the lease within sixty days of such discovery along with full particulars of the nature and position of such mineral. If the mineral not specified in the lease is discovered in the leased area, the lessee shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease is obtained therefore.

10. To keep records and accounts including production and employees etc. the lessee shall at all time during the said term keep or cause to be kept at an Office to be situated upon or near the said lands correct and intelligible books of accounts which shall contain accurate entries showing from time to time.

- (1) Quantity and quality of the said mineral/minerals realised from the said lands.
- (2) Quantity of the various qualities of ores beneficiated or converted (for example coal converted into coke)
- (3) Quantities of the various qualities of the said mineral/minerals sold and exported separately.
- (4) Quantities of the various qualities of the said mineral/minerals otherwise disposed of and the manner and purpose of such disposal.
- (5) The prices and all other particulars of all sales of said mineral/minerals.
- (6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.

(7) Such other facts, particulars and circumstances as the Central or the State Government may from time to time require and shall also furnish free of charge to such officers and at such times as the Central and State Government may appoint true and correct abstract of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officers as the Central Government and/or State Government shall in the behalf appoint to enter into and have free access to the said Offices for the purpose of examining and inspecting the said books of accounts plans and records and to make copies thereof and make extracts therefrom.

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

- (a) The subsoil and strata through which they pass.
- (b) Any mineral encountered.
- (c) Any other matters.

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

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

13. To provide weighing machine. Unless specifically, exempted by the State Government the Lessee shall provide and at all time keep at or near the pit or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed therein all the said minerals brought to bank sold, exported and also the converted products and shall at the close of each day cause the total weights, ascertained by such means of the said minerals, ores products raised, sold exported and converted during the previous twenty-four hours to be entered in the aforesaid books of accounts. The Lessee shall permit the State Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts and the

lessee. The lessee shall give 7 days previous notice in writing to the Collector of every such measuring or weighing in order that he or some Officer on his behalf may be present.

14. In order that all weighing machines, the lessee shall allow any person or persons appointed in that behalf by the State Government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weight used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the State Government may require that the same be adjusted, repaired and put in order by and at the expense of the lessee and if such requisition be not complied with within fourteen days after the same shall have been made, State Government may cause weighing machine or weighing or to be adjusted, repaired, and put in order and the expense of so doing shall be paid by the lessee to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the requisition of the State Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty be paid and counted for accordingly.

15. To pay compensation for injury or third parties, the lessee shall make and pay reasonable satisfaction and compensation for all damage, injury or disturbance of person or property which may be done by or on the part of lessee in

enjoyment of the liberties and power granted by these provisions and shall at all times save harmless and keep indemnified the State Government free and against all suits claims and demands which may be brought or made by any person in respect of any such damage, injury or disturbance.

16. Not to obstruct working of other minerals. The lessee will exercise the liberties powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption 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 and State Government and to the holders of prospecting licences or mining leases in respect of any such minerals or any minerals 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 shall receive reasonable compensation for any damage or injury which he may sustain by reason for in consequence of the such passage by such lessees or holders of prospecting licences.

17. (1) Transfer of lease. The lessee shall not, without the previous consent in writing of the State Government which in the case of a mining lease in respect of any mineral specified in the First Schedule to the Act shall not be given except after previous approval of the Central Government

(a) assign, sublet, mortgage, or in any other manner, transfer the mining lease, or any right, title or interest therein, or

(b) enter into or make any arrangement, contract or understanding whereby the lessee will or may be directly or indirectly financed to a substantial extent by or under which the lessee's operations or undertakings will or may be substantially

controlled, by any person or body of persons other than the lessee.

4. With prejudice to the above provisions, the lessee may, subject to the conditions specified in the proviso to rule 37, of said Rules transfer this lease or any right, title or interest therein, to a person holding a certificate of approval and an income tax clearance certificate from the Income-tax Officer concerned, on payment of a fee of rupees one hundred to the State Government:

Provided that the lessee shall make available to the transferee the original or certified copies of all plans to or abandoned workings in the area and in a belt 60 metres wide.

(3) The State Government may by order in writing, determine the lease at any time, if the lessee has in the opinion of the State Government, committed a breach of any of the above provisions or has transferred the lease or any right title or interest therein otherwise than in accordance with clause 2;

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

1B. Not to be financed or controlled by a Trust Corporation firm or person. The lease shall not be controlled by any trust Syndicate Corporation, Firm or person except with the written consent of the Central Government. The lessee shall not enter into or make any arrangement compact or understanding whereby the lessee will or may be directly or indirectly financed by under which the lease operations or under which the lessee operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, Syndicate, Corporation, Firm or person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made or the

Central Government and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto that on the occasions of a state of emergency of which the President of India in his discretion shall be the sole judge it shall be terminable if so required in writing by the State Government and shall in the event of any such requisition being made by forthwith thereafter determined by the lessee accordingly.

19. Lessee shall deposit any additional amount necessary. Whenever the security deposit of Rs. 1000/- or any part thereof any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Central Government or State Government pursuant to the power hereinafter declared in that behalf the lessee shall deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the deposit with the State Government up to the sum of Rs. 1,000/-.

20. Delivery of workings in good order to State Government after determination of lease. The lessee shall at the expiration or sooner determination of the said term or any renewal thereof—deliver up to the State Government all mines, gifts, shafts, inclines drifts, levels, waterways, adways, and other works now existing on heretofore to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working all engines, machinery, plants, building, structure, other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machinery set up by the lessee below ground which cannot be removed without causing injury to the mines or works under the said lands (except such of the same as may with the sanction of the State Government

Hydrocarbons & Energy Works Ltd

Secretary

have become of cesses; and all buildings and structures of brick or stone erected by the lessee where or near the mine for the purpose of carrying out the operations and fit in the prospects for further working of the said mines and the said minerals.

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

(b) Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of loading the lessee shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the State Government shall be satisfied that the delay is due to causes beyond the control of the lessee.

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption PROVIDED THAT in order to assist in arriving at the said fair market price the lessee shall if so required furnish to the State Government for the confidential information of the Government particulars of the quantities description and prices of the said

minerals or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce such officers or officer as may be directed by the State Government and shall be authenticated by the contracts and charter party entered into for the sale or freightage of such minerals or products.

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rent

(4) In the event of the existence of a state of war or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof) the State Government with the consent of the Central Government shall from time to time and all times during the said term have the right (to be exercised by a notice in writing to the lessee) forthwith take possession and control of the works, plants, machinery, and premises of the lessee on or in connection with the said lands or operations under this lease and during such possession or control the lessee shall conform to and obey all directions given by or on behalf of the Central Government or State Government regarding the use or employment of such works, plants, premises and minerals PROVIDED THAT fair compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee for all loss or damage sustained shall be paid to the lessee for all loss or damage sustained by him by reason or in consequence of the exercise of the power conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

(5) Subject to the right of the State Government and the obligations of the lessee under clause 21 above lessee hereby undertakes that in respect of all flux of fastling pure limestone (that is, with said insolubility of Aqueous and silica less than 15 per cent.) he shall pay from the lessee

area, the lease shall :-

(f) offer the first option of purchase to the Hindustan Steel Limited, Ranchi, at such price and other terms as may be agreed upon between the lessee and the said HSL in advance from year to year (such price and terms being no less favourable than those prevalent in the particular year in the market) and

(g) To extent the said Hindustan Steel Limited do not exercise that first option in the particular year, after the second option of purchase to any other steel plant in the country, at such price and other terms as may be agreed upon between the lessee and such other steel plant, before otherwise disposing of such limestone.

(h) In the event of any disagreement or dispute arising between the lessee and the said Hindustan Steel Limited (or other steel plant) relating to the price or any other matters relating to the exercise of the option aforesaid the point of dispute shall be referred to the State Government for their final decision.

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

23. Recovery of expenses incurred by the State Government. If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried or performed by the lessee be not so carried out or within the time specified in that behalf, the State

24. (a) Furnishing of geographical data. The lessee shall furnish all geological data relative to mining fields or engineering and ground water surveys, such as anomaly maps, sections, plans, structures, contour maps, logging, collected by him during the course of mining operations to the Director, Geological Survey of India, Calcutta.

(b) All information pertaining to investigations of radio active minerals collected by him during course of mining operation to the Secretary, Department of Atomic Energy, New Delhi.

Data or information referred to above shall be furnished every year reckoned from the date of commencement of the period of the mining lease.

25. The lessee will have to employ either a qualified Geologist or a Mining Engineer to look after the Mining Operation as required by rule 21 of the Mineral Conservation and Development Rules, 1958.

26. The agricultural land will not be acquired strictly beyond the purpose of prospecting and mining which would be determined by the District Officer or any other Officer authorised in his behalf.

27. Wherever agricultural lands have not been permanently acquired and mining operation have been conducted by any private arrangements care will be taken to fill up the ditches, etc. caused in the agricultural lands in course of prospecting or mining operation to the satisfaction of the District Officer or any other Officer authorised in this behalf.

28. The agriculturalists and their dependants who are affected in any way either by acquisition or otherwise will be provided employment on minimum fair wages as soon as mining operation are undertaken in the agricultural lands to the satisfactions of District Officer or any other officer authorised in his behalf.

Admission to Government

Special

29. The lessee will have to follow the rules framed by Government through Forest Deptt. for working in the forest lands.

30. Other terms and conditions as per Mines and Minerals (Regulations and Development) Act, 1957, and Mineral Concession Rules, 1950.

PART - VIII

The Covenants of the State Governments.

1. Lessee may hold and enjoy rights quietly, the lessee paying the rents, water rate and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee to be observed and performed shall and 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 State Government, or any person rightfully claiming under it.

2. Acquisition of land of third parties and compensation thereof: If in accordance with the provision of Clause 4 of Part VII of this schedule the lessee shall offer to pay an occupier of the surface of any part of the said lands compensations for any damage or injury which may arise from the proposed operations of the lessee and the said occupier shall refuse his consent to the exercise of the right and power reserved to the State Government and demised of the lessee by these presents and the lessee shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the Central/State Government are satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee shall have deposited with it such further amount as the State and Central Governments shall consider fair and reasonable the State Government shall order the occupier to allow

the lessee to enter the land and to carry out such operations as may be necessary for the purpose of this lease. In assessing the amount of such compensation the State Government shall be guided by the principles of the Land Acquisition Act.

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

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

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

(b) gives an undertaking that he will not cause any hindrance in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that minerals).

Approved by the Government

1/1/1911

be taken against him, determine the lease and forfeit the whole or part of the security deposit.

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

4. Failure to fulfil the terms of leases due to 'Force Majeure'. Failure on the part of the lessee to fulfil any of the terms and conditions of this lease shall not give the Central or State Government any claim against the lessee or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force majeure, and if through force majeure the fulfilment by the lessee of any of the terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed by this lease. In this clause the expression 'Force Majeure' means Act of God, war insurrection, riot, civil commotion, strike, earthquake, tide storm, tidal wave, flood, lightning, explosion, fire, earthquake and any other happening which the lessee could not reasonably prevent or control.

5. Lessee to remove his properties on the expiry of lease. The lessee having first paid and discharged rents, rates and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term of with six calendar months thereafter (unless the lease shall be determined) under clauses 1 and 2 of this part and in that

4. ⁽¹⁾ ~~Amount of security deposits.~~ In such case the State Government may elect within 12 calendar months after the determination of this lease or of any renewal thereof, the amount of the security deposit paid in respect of this lease and then remaining in deposit with the State Government and not required to be applied to any of the purposes mentioned in this lease shall be refunded to the lessee. No interest shall run on the security deposit.

PART - IX

General Provisions.

1. ⁽¹⁾ ~~Obstructions to inspection.~~ In case the lessee or his transferee/assignee does/do not allow entry or inspection by the Officers authorised by the Central or State Government under clauses (1), (1) or (1) or sub-rule (1) of rule 27 of said Rules, The State Government shall give notice in writing to the lessee requiring him to show cause within such time as may be specified in the notice 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 State Government, the State Government may determine the lease and forfeit the whole or part of the security deposit.
2. ⁽¹⁾ ~~Penalty in case of default in payment of royalty or breach of covenants.~~ If the lessee or his transferee or assignee makes any default in payment of rent or water rate or royalty as required by section 5 or the Act or commits a breach of any of the condition and covenants other than those referred to in covenant (1) above, the State Government shall give notice to the lessee requiring him to pay the rent, water, rate, royalty, or remedy the breach, as the case may be, within sixty days from the date of receipt of the notice and if the rent, water rate and royalty are not paid or the breach is not remedied within such period, the State Government may without prejudice to any proceedings that may

and at the end of lease term (three calendar months or more six calendar months after such determination) take down and remove for his own benefit all or any engines machinery, plant buildings or structure tramways railways and other work erections and conveniences which may have been erected set up or placed by the lessee in or upon the said lands and which the lessee is not bound to deliver to the State Government under clause 20 of Part VII of this schedule and which the State Government shall not desire to purchase.

6. Whereafter 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 under the provision contained in clause 5 of Part VIII of this schedule becomes effective there shall remain in or upon the said land any engines machinery plants buildings structure tramways railways and other work erections and conveniences or other property which are not required by the lessee in connection with operations in any other lands held by him under prospecting license or mining lease the same shall if not removed by the lessee within one calendar month after notice in writing requiring their removal has been given to the lessee by the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof.

7. Notices. Every notice by lessee presents required to be given to the lessee shall be given in writing to such person resident on the said lands as the lessee may appoint for the purpose of receiving such notice and if there shall have been no such appointment then every such notice shall be sent to the lessee by registered post addressed to the lessee at the address recorded in this lease or at such other address in India as the lessee may from time to time in writing to the

State Government Certificate for receipt of notice and every such service shall be deemed to be proper and valid service upon the lessee and shall not be questioned or challenged by him.

8. Immunity of State Government from liability to pay compensation. If in any event the orders of the State Government are revised, reviewed or cancelled by the Central Government in pursuance of proceedings under Chapter VII of the Mineral Concession Rules 1950, the lessee shall not be entitled to compensation for any loss sustained by the lessee in exercise of the powers and privileges conferred upon him by these presents.

9. For the purpose of paying the anticipated royalty from the demised land is Rs. 10,000/- per year.

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

Signed and sealed by the Collector, Rahtas, Sasaram acting in the premises for and on behalf of the Governor of Bihar in presence of witnesses:-

(Signature)
District Mining Officer
RAHTAS.

(Signature)
Collector
RAHTAS.

Signed by the above named lessee in the presence of

Witnesses:-

Kalyanpur Lime & Cement Works Ltd

Witnesses:-

1. *(Signature)*
(K. N. Sharma)
K. N. Sharma, Managing Director
2. *(Signature)*
(M. S. KRISHNAN)
M. S. KRISHNAN
K. N. SHARMA
BANSARI

(Signature)
General Manager

*Copy of this Order has been signed in
K. N. Sharma, M.S. K. N. Sharma, etc. and signed in
my presence
District Mining Officer
Rahtas, Sasaram*



[Handwritten signature and illegible text, possibly a date or reference number, crossed out with a diagonal line.]

Form 101
RECEIPT OF APPLICATION FOR PROSPECTING LICENCE/
 MINING LEASE OR RENEWAL

See Rule 10(1) and 13 (1)

OFFICE OF BIHAR

Sl. No. 2/81

Dated 4.2.81

Received the application with the following enclosures for a renewal of mining lease of E/o KALYANPUR CEMENTS LTD., PO: SAMJURI (251303) DISTT. ROHTAS, BIHAR ON for 12.12 Cert. of Land located in Village Samjuri Distt. Rohtas for Mining lease renewal for Mining Limestone Minerals.

ENCLOSURES (5 Copies each).

1. Application in Form 'J' with Court Fee stamps for Rs. 2.00
2. Treasury Challan No. 419 dated 14.12.80 for Rs. 500/- deposited towards application fee.
3. Photostat copy of Income tax Clearance Certificate No. 26246 dated 14.12.80 valid up to 12.12.81.
4. Photostat copy of MC BUES Certificate ref. No. 542 dt 6.3.37 along with Notification no. 11812 and 11813 dt. 7.12.80 of Govt. of Bihar. *11/81*
5. Map along with Land schedule on Tracing Cloth.
6. Photostat copy ~~of~~ ^{of} Location Map.
7. Photostat copy of Power of Attorney.
8. Photostat copy of List of directors.
9. Photostat copy of the Certificate of Registrar of Companies for the change of name from Kalyanpur Lime Cement Works Ltd. to Kalyanpur Cements Ltd.
10. Affidavit for holding and applied mining leases.
11. Balance Sheet for the year 1988-89.

Place: _____

Date: _____

[Signature]
 RECEIVED OFFICE
 4.2.81
 सहायक सनन वराचिकरी
 छात्रावास