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NOTIFICATION

No. B.19011/45/2012-IND, Dated Aizawl, the 27th September, 2023 : In exercise of the powers conferred under sub-section (1) of section 15 and section 23C of the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act of 1957) and in supersession of the Mizoram Minor Minerals Concession Rules 2000, except in respect of things done or omitted to be done before such supersession, the Government of Mizoram hereby makes the following rules regulating the grant of mining leases and other concessions and for prevention of illegal mining, transportation and storage in respect of minor minerals in the State of Mizoram namely:-

CHAPTER - I PRELIMINARY

1. SHORT TITLE, EXTENT AND COMMENCEMENT.-

- (1) These rules may be called the Mizoram Minor Minerals (Concession and Prevention of Illegal Mining) Rules, 2023.
- (2) They shall extend to the whole of Mizoram.
- (3) They shall come into force on the date of their publication in the Official Gazette.

2. DEFINITIONS.-

- (1) In these rules, unless the context otherwise requires
 - (a) "Act" means the 'Mines and Minerals (Development and Regulation) Act, 1957'(No. 67 of 1957).
 - (b) "competent authority" means Director of Geology & Mining, Mizoram or any other Authority specified by him or by any other notifications of the Government.
 - (c) "carrier" means any mode of transport or facility by which mineral or its product are transported either in raw or processed form from the place of raising or from one place to another and includes any mechanized device, person, animal or cart.
 - (d) "dead rent" means the minimum guaranteed amount of royalty payable for every year of the lease except the first year of the Mining Lease.
 - (e) "department" means Commerce & Industries Department.
 - (f) "form" means a set of forms appended to these rules.
 - (g) "government" means the Government of Mizoram.
 - (h) "mining" means an activity to extract minor minerals by surface quarrying or by underground methods, by scrapping, digging, picking, boring or by any other means.

- (i) “mineral concession” means a mining lease or a mining permit in respect of the minor minerals in accordance with the provision of these rules.
 - (j) “mining dues” means and includes any of the dues on account of royalty, dead rent, surface rent, fines, amount payable towards the mines and mineral development, restoration and rehabilitation fund, interest on delayed payments or any fee or any other sum in respect of mineral concession granted under these rules.
 - (k) “mining plan” means a plan prepared by qualified Mining Engineer or a Geologist on behalf of the lessee of minor mineral and may include Scheme of Mining, Blast Design, Progressive and Final Mine Closure Plans in the case of Mining Lease.
 - (l) “mining lease” means a lease granted to mine, quarry, bore, dig or search for the purpose of win, work and carry away any minor mineral specified therein.
 - (m) “mining permit” means a permit granted for extraction and removal of specified quantity of any minor mineral from a specified area within specified time.
 - (n) “minor mineral” means a minor mineral as defined in clause (e) of section 3 of the Act.
 - (o) “pre feasibility report” means the pre-feasibility survey report prepared by a qualified Mining Engineer or a Geologist on behalf of the Mining Lease/Permit applicant within the Department for extraction of minor mineral under Mining Lease/Permit.
 - (p) “public work” means public roads, public buildings, reservoirs, irrigation canals, village paths, tanks etc.
 - (q) “schedule” means a schedule appended to these rules.
 - (r) “section” means a section of the Act.
 - (s) “user agencies” means agencies/institutions/individuals/firms, even those involved in government contractual constructions, road, buildings etc resorting to extraction, transportation and consumption of minor minerals.
- (2) Words and expressions used but not defined in these rules, but defined in the Act shall have the same meanings as are respectively assigned to them in the Act.

CHAPTER - II

GENERAL RESTRICTIONS ON UNDERTAKING MINING OPERATIONS

3. PROHIBITION OF MINING OR QUARRYING OPERATIONS WITHOUT MINING LEASE OR MINING PERMIT.-

- (1) Notwithstanding anything contained in any other law for the time being in force, no person shall undertake any mining or quarrying operations in any area except under and in accordance with the terms and conditions of a mining lease or mining permit, as the case may be, granted in accordance with the provisions of these rules;
 Provided that nothing in this sub-rule shall affect any mining operations undertaken in any area in accordance with the terms and conditions of a lease/permit granted before the commencement of these rules, which is in force at the time of such commencement.
- (2) No mining lease or mining permit shall be granted in respect of minor minerals otherwise than in accordance with the provisions of these rules.

4. RESTRICTIONS ON THE GRANT OF MINING LEASE OR MINING PERMIT.-

- (1) No mining lease/permit shall be granted to a person who is not an Indian National and a bonafide resident of Mizoram except with the previous approval of the Government.
- (2) No mining lease/permit shall be granted in respect of any land notified by the State Government as reserved for the use of the Government, local authorities or for any other public or for special purposes such as within the vicinity of National Highway except with the previous approval of the State Government.

- (3) “No mining lease/permit shall be granted in reserved and protected forest areas without obtaining Environmental Clearance and Forest Clearance from concerned authorities. And also that no mining lease/permit shall be granted even in non-forest area without obtaining statutory clearances prescribed by the State or Central Government from time to time;
Provided further that if there be differences of opinion between the Competent Authority and the concerned Autonomous District Council, the views of the Government shall prevail”

CHAPTER - III GRANT OF MINING LEASE

5. POWER TO GRANT MINING LEASE.-

A mining lease shall be granted by the Competent Authority or any other officer authorised by him on his behalf in respect of the minor minerals and its uses specified in the First Schedule.

6. APPLICATION FOR GRANT OF MINING LEASE.-

- (1) An application for grant of a mining lease shall be made to the Competent Authority or his authorised agents in respect of the minor minerals and its uses specified in the First Schedule in Form-A.

- (2) Every application for the grant of the mining lease shall be accompanied by

- (a) a non-refundable fee of five hundred rupees.
(b) a valid clearance certificate on payment of mining dues such as royalty, dead rent, surface rent, etc. payable under the Act or the rules made there under from the Competent Authority or his authorised agent:

Provided that where a person has furnished Self Declaration in Form-Q to the satisfaction of the Competent Authority or his authorised agent that he does not hold or has not held a mining lease/permit, it will not be necessary for him to produce the said valid clearance certificate;

Provided further that where any injunction has been issued by a court of law or any other competent authority staying the recovery of any such mining dues, the non payment thereof shall not be treated as disqualification for the purpose of granting or renewing the said mining lease;

Provided also that grant of clearance certificate under clause (b) shall not discharge the holder of such certificate from the liability to pay the mining dues which may subsequently be found to be payable by him under the Act or the rules made thereunder.

- (c) a deposit of two thousand rupees or an amount to be fixed by the Government from time to time for meeting the Pre-feasibility Survey expenses in connection with the grant of mining lease.
(3) The Competent Authority or his authorised agents may, for reasons to be recorded in writing, relax the provisions of clause (b) of sub-rule (2).

7. ACKNOWLEDGEMENT OF APPLICATION.-

- (1) Where an application for the grant or renewal of a mining lease is delivered personally, its receipt shall be acknowledged forthwith.
(2) The receipt of every such application shall be acknowledged and be registered in Form-C

8. DISPOSAL OF APPLICATION FOR MINING LEASE.-

- (1) An application for the grant of a mining lease shall be granted or rejected within six months from the date of its receipt after making such inquiries as the Competent Authority may deem fit.

- (2) If the application is not disposed of within the period specified in sub-rule (1), it shall be deemed to have been approved provided that the period of 6 months may be extended by the Competent Authority on grounds to be recorded in writing.

9. RENEWAL OF MINING LEASE.-

- (1) Every application for grant of renewal of the mining lease shall be accompanied by a non-refundable fee of five hundred rupees or an amount fixed by the Government from time to time.
- (2) An application for the renewal of mining lease shall be made to the Competent Authority or his authorised agent in Form-B before ninety days of the date of expiry of the existing lease.
- (3) An application for renewal of mining lease shall be disposed of before the expiry of the existing lease period, after making such inquiries as the Competent Authority may deem fit.
- (4) If an application is not disposed of within the period specified in sub-rule (2), it shall be deemed to have been granted provided that the applicant has cleared all mining dues.

10. REFUSAL OF APPLICATION FOR GRANT OF RENEWAL OF MINING LEASE.-

The Competent Authority or his authorised agents may, for reasons to be recorded in writing, refuse to grant or renew a mining lease over the whole or part of the area applied for.

11. REFUND AND FORFEITURE, ETC.-

- (1) Where the whole or any part of the amount deposited under clause (c) of sub-rule (2) of rule 6 has not been expended for the purposes specified in rule 19, it shall be refunded to the applicant.
- (2) Notwithstanding anything contained in sub-rule (1), where an application for grant or renewal of mining lease is rejected on account of any lapse on the part of the applicant in supplying any material information required, the fee paid by the applicant shall be forfeited to the State Government.

12. PERIOD OF MINING LEASE AND RENEWAL.-

- (1) The period for which a Mining Lease be granted or renewed shall not ordinarily be more than five years but if the Competent Authority considers that a longer period of lease is necessary for proper development and economic exploitation of the mines and working on a large scale, he may grant or renew the lease for a period exceeding five years with the prior approval of the State Government.
- (2) A mining lease may be renewed for such periods each not exceeding the period for which the lease was originally granted.

13. SUBMISSION OF MINING PLAN.-

When a mining lease is intended to be granted based on the Pre-feasibility Survey conducted by the Department under these rules, the Competent Authority shall issue Letter of Intent to the applicant. The applicant then shall submit a Mining Plan to scale, to the Department and get it duly approved by the Competent Authority for the lease area. Then a Mining Lease is granted by the Competent Authority in Form-D prior to the execution of the lease deed under rule 19. The Mining Plan shall contain : -

- (1) the plan of the area showing as accurately as possible the location, boundaries and area of the land in respect of which mining lease intended to be granted, natural water sources, forest areas, assessment of impact of mining activity on forest, land surface and environment including air and water pollution;
- (2) the plan of the area showing spot or spots where the excavation is to be done in the year and its extent; a tentative scheme of mining year-wise for the subsequent years of the lease;

- (3) the extent of manual mining or mining by use of machinery and mechanical devices;
- (4) the details or scheme for restoration of the areas by afforestation, land reclamation, use of pollution control, devices and such other measures as may be directed by the Competent Authority from time to time;
- (5) Blast Design for using explosives in mines/quarry and Safety Instructions & Restrictions based on the ground geology, location of habitat, historical monuments, water course and reservoir besides the safety guidelines issued by Directorate General of Mines Safety (DGMS) and relevant Acts such as the Mines & Minerals (Development & Regulations) Act, 1957 and the Mines Act, 1952 and any other Rules & Regulations which are applicable for the non-fuel minerals including sand and stone quarry.
- (6) any other matter which the Competent Authority may require the applicant to provide in the mining plan.

14. MINING OPERATIONS TO BE IN ACCORDANCE WITH MINING PLAN.-

- (1) Mining operations shall be undertaken in accordance with the duly approved mining plan referred to in rule 13.
- (2) A Mining Plan may be modified with the prior approval of the Competent Authority during the operation of a mining lease.

15. MINOR MINERAL WHICH DOES NOT DEMAND MINING PLAN.-

Mining Plan under rule 13 shall not apply in case of the grant or renewal of mining lease/permit in respect of minor minerals like ordinary sand, gravel, lime kankar, pebbles, etc. extraction of which does not involve use of machineries and extraction permit which are granted for a period not exceeding six months. However, a site plan showing the area proposed for extraction of the minor mineral should be submitted.

16. GUIDELINES ON SUSTAINABLE RIVER SAND MINING AND SUSTAINABLE & ENVIRONMENT FRIENDLY BUILDING NORMS.-

Mining lease/permit granted under these rules shall be subjected to the following norms:

- (1) Use of explosives for extraction of river-sand is prohibited.
- (2) Use of machinery for extraction of river-sand is prohibited.
- (3) The depth of mining in the river-bed shall not exceed three metres measures from the un-mined bed at any point in time or the water level, whichever is less with proper bench formation.
- (4) Mining shall be restricted within central 3/4th width of the river/rivulet.
- (5) Extraction of sand is not permitted at the proximity of 75 m, from bridges except under and in accordance with the previous permission of the Competent Authority.
- (6) Prepare Sand Traps Emplace gabions (1 m height) at 200 m intervals to function as sand traps. Boulders dug out during mining should be used for this purpose.
- (7) No sand mining shall be permissible in an area up to a width specified by the Competent Authority from the active edges of embankments. In order to preserve the river banks and to preserve any agricultural fields nearby, 'go' and 'no go' area needs to be demarcated on case to case basis.
- (8) For carrying out river bed sand mining, specific stretches should be identified and mining lease/permit should be granted stretch wise, so that the requisite safeguard measures are duly implemented and are effectively monitored by the respective regulatory authorities such as Mizoram State Pollution Control Board (SPCB)/State Level Environmental Impact Assessment Authority (SEIAA)/District Level Environmental Impact Assessment Authority (DEIAA) etc.

- (9) Leave the area from which the sand has been extracted leveled and free from any foreign debris or materials as far as practicable.
- (10) Re-vegetate indigenous plants which were removed from areas for the mining of sand as far as practicable. Plant trees along the river banks with no or minimal vegetation, irrespective of signs of erosion or not (ensure that species selected are indigenous species).
- (11) Prepare the area in such a way as to stimulate/ensure the re-growth of vegetations.
- (12) Any access routes especially if they are not beneficial to the local community would need to be ploughed and re-planted with native species.
Close and restore river bank where access ramps have been restored. Ensure river channel is not obstructed and that repaired bank is adequately fortified.
- (13) Felling of trees, shrubs or bamboo is strictly prohibited without obtaining consent from the concerned authority.
- (14) All the mining lessee / mining permit holders for river sand mining should comply all the instructions and directions prescribed by SPCB/ SEIAA/ DEIAA etc. from time to time.
- (15) Any other norm(s), as may be required by the Competent Authority in public interest.

17. CONDITIONS OF MINING LEASE.-

- (1) Every mining lease shall be subjected to the following conditions: -
 - (a) The lessee shall pay royalty on the minor mineral/minerals extracted by him from the lease area at the rates specified in the Second Schedule at such times and in such manners as the Competent Authority may prescribe.
 - (b) The lessee shall submit an annual return on minerals extracted, despatched, royalty paid, etc., in Form-I to the Competent Authority as the case may be by the 30th of April for the preceeding Financial year.
 - (c) The lessee/mining permit holder shall submit to the Competent Authority or his authorised agent a filled up self-assessment template for Star Rating in Form-J before 1st of June every year for previous reporting year duly signed by Owner/ Nominated person; once submitted, template cannot be edited by the lessee.
 - (d) The lessee shall report to the Competent Authority the discovery in the leased area of any minerals not specified in the lease, within thirty days of such discovery.
 - (e) If any mineral not specified in the lease is discovered in the leased area, the lessee shall not win and dispose of such minerals unless such mineral is included in the lease or a separate lease is obtained thereof.
 - (f) The lessee shall pay, for every year except the first year of the lease, such yearly dead rent at the rates specified in the Third Schedule, and if the lease permits the working of more than one mineral in the same area, the Government shall not charge separate dead rent in respect of each mineral.
 - (g) The lessee shall also pay, for the surface area used by him for the purpose of mining operations, surface rent at such rate not exceeding the land revenue, as may be specified by the State Government in the lease.
 - (h) The lessee shall not employ, in connection with the mining operations, any person who is not an Indian National, except with the previous approval of the Central Government.
 - (i) Unless the Competent Authority or his authorised agent for sufficient cause permits other wise, the lessee shall commence mining operation within six months from the date of execution of the lease and shall thereafter conduct such operations in a proper skilfull and workman like manner and shall not work it in such a manner as may prove dangerous to human life or cattle or other livestock.

EXPLANATION : For the purpose of this clause, mining operations shall include the erection of machinery, laying of tracks or construction of roads in connection with the working of the mine.

- (j) The lessee/mining permit holder shall at his own expense erect and at all times maintain and keep in good condition boundary marks and pillars, where necessary to indicate the demarcation shown in the plan annexed to the lease. Provided that no working shall be made within a distance of 3m of the boundary of any mine/quarry and in case of a disputed boundary, no working shall be made within a distance of 3m of the boundary claimed by the owner of an adjacent mine or surface land owner until such time as a binding agreement has been reached as to the correct boundary or the question has been finally determined by a court of law;
- Provided that in case of adjacent working mines/quarries, leaving 3m each from both the mine boundary may be exempted if both the adjacent mine/quarry owners mutually agree and obtain Common Boundary Working Permission from the Competent Authority in writing.
- (k) The lessee shall not carry on or allow to be carried on, any mining operations at any point within a distance of fifty metres from any railway line, except under and in accordance with the written permission of the railway administration concerned, fifty metres from any reservoirs, canals or other public works, or buildings, seventy five metres from bridges on high ways except under and in accordance with the previous permission of the Competent Authority.
- (l) The lessee shall keep correct accounts showing the quantity and other particulars of all minor minerals obtained and despatched from the mine date-wise, the prices obtained for such minerals, the number and nationality of persons employed therein, and shall allow any officer authorised by the competent authority to examine at any time any account, plan and record maintained by him and shall furnish the Competent Authority or other officers authorised by the Competent Authority with such information, plans and return as it may be required.
- (m) The lessee shall allow any officer authorised by the State Government or the Competent Authority to enter upon any building, excavation or land comprised in the lease for the purposes of inspecting the same.
- (n) The Competent Authority shall at all times have the right of pre-emption of the minerals won from the land in respect of which lease has been granted :
- Provided that the fair market price prevailing at the time of pre-emption shall be paid to the lease for all such minerals.
- (o) The lessee shall without delay send to the Competent Authority or his authorised representative a report of injury to any person which may occur in or around the quarry/mine and shall observe all rules in force regulating the working of quarries/mines.
- (p) 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/quarry which in its opinion requires such strengthening on support for the safety of any railway, reservoir, canal, road, bridge or any public works or buildings.
- (q) The lessee shall not pay to his worker a wage less than the minimum wage prescribed by the Central or State Government from time to time under the Minimum Wages Act, 1948.
- (r) The lessee shall take adequate measures for planting in the same area or any other area selected by the Competent Authority not less than twice the number of trees destroyed by reason of any mining operation or to the extent possible, the restoration of flora and fauna and other vegetation destroyed by such operations.

- (s) The lessee shall pay to the owner or the surface of the land such compensation as may become payable under these rules.
- (2) When a mine is opened or closed or there is change of agent or manager, the lessee shall forthwith communicate the actual date opening or closing or change as the case may be in writing in Form-K to the Competent Authority
- (3) The lessee or his agent or the manager of the mine/quarry shall immediately give a notice in Form-K to the Competent Authority whenever -
 - (a) the depth of the quarry measured from its highest to its lowest point reaches six metres, and/or
 - (b) the number of persons employed in the quarry on any day is more than fifty; and/or
 - (c) any explosives are used.
- (4) A mining lease may contain such other conditions as the Competent Authority may deem necessary in regard to the following, namely:-
 - (a) the time limit, mode and place of payment of rents and royalty;
 - (b) the compensation for damage to the land covered by the lease;
 - (c) the felling of trees;
 - (d) the restriction of surface operations in any area prohibited by any authority;
 - (e) the notice by lessee for surface occupation;
 - (f) the provision of proper weighing machines;
 - (g) the facilities to be given by the lessee for working other minerals in the leased area or adjacent area;
 - (h) the entering and working in a reserved or protected forest;
 - (i) the securing of pits and shafts;
 - (j) the indemnity to Government against claims of third parties;
 - (k) the maintenance of hygienic conditions in the mining areas;
 - (l) the delivery of possession of lands and mines on the surrender, expiration or determination of the lease;
 - (m) the forfeiture of property left after determination of lease;
 - (n) the power to take possession of plant, machinery, premises and mines/quarry in the event of war or emergency.
- (5) If the Competent Authority is of the opinion that in the interest of mineral development it is necessary so to do, he may in any case, with the previous approval of the state Government impose such further conditions as he thinks fit.
- (6) If the lessee does not allow entry for inspection under clause(k) of sub-rule (1), the State Government or the Competent Authority 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 terminated and his security deposit forfeited; and if the lessee fails to show cause within the aforesaid time to Government or Competent Authority as the case may be, may terminate the lease and forfeit the whole or part of the security deposit.
- 7) If the lessee makes any default in payment of royalty or dead rent or surface rent under clause (a), (f) or (g) of sub-rule (1) or commits a breach of any of the conditions other than those referred to in sub-rule (6), the Competent Authority shall give notice to the lessee requiring him to pay the royalty or remedy the breach, as the case may be, within thirty days from the date of receipt of the notice and if the royalty or dead rent or surface rent is not paid or the breach is not remedied within such period, the competent Authority may, without prejudice to any proceeding that may be taken against him, determine the lease and forfeit the whole or part of the security deposit.

18. PREFERENTIAL RIGHTS OF CERTAIN PERSONS FOR MINING LEASE.-

- (1) Whenever more than one applications are received for grant of a mining lease, the Competent Authority or his authorized agents shall dispose of the applications in order of preference as specified below :-
 - (a) applications of Government Department, Government Corporations and Government Companies;
 - (b) application of Labour Contract Co-operative Societies;
 - (c) other applications.
- (2) Where two or more persons other than those mentioned at clause (a) and (b) of sub-rule(1) have applied for a mining lease in respect of the same land, the applicant who possessed the surface right over the mineral deposit shall have a preferential right for the grant of the lease over others;

19. LEASE TO BE EXECUTED WITHIN THREE MONTHS.-

- (1) Where on an application for grant of mining lease an order has been made for grant of such lease, and thereafter a mining plan is duly approved by Competent Authority , a lease deed in Form F or in a Form as near thereto as circumstances of each case may require shall be executed within three months of the order within such further period as the competent Authority may allow in this behalf. If no such lease deed is executed within the said period due to any default on the part of the applicant, the application fee shall be forfeited to the Government.
- (2) The date of the commencement of the period which a mining lease is granted shall be the date on which the deed is executed under sub-rule (1)

20. SECURITY DEPOSIT.-

An applicant for a mining lease shall, before the deed referred to in rule 19 is executed, deposit as security for the due observance of the terms and conditions of the lease, a sum of five thousand rupees by way of Bank Draft in favour of the Competent Authority.

21. RIGHTS OF THE LESSEE.-

Subject to the conditions mentioned in rule14, the lessee in accordance with the lease deed executed under rule 19 in respect of the land leased to him shall have the right for the purpose of mining/ quarrying operations on that land to mine/quarry, to erect plant and machinery, to construct buildings and roads, to use land for stocking purpose; to use water, sell or dispose of the minor minerals specified in the lease deed.

22. MAXIMUM AREA FOR WHICH MINING LEASE MAY BE GRANTED.-

- (1) The maximum area for a single mining lease is 5 hectares.
- (2) No person shall acquire, in respect of any minor mineral, one or more mining leases covering a total area of more than 50 hectares;

Provided that if the State Government deems it necessary to do so, it may for reasons to be recorded, permit any person to acquire one or more mining leases covering an area in excess of the aforesaid maximum area.

23. LENGTH AND BREADTH OF AREA LEASED.-

Except in case of minor minerals like ordinary sand, gravel, lime shell, lime kanker, pebbles, murram etc., the length of an area granted under a mining leases shall not exceed four times its breadth;

Provided that in case of bedded deposits, the length may not be more than five times the breadth measure along the dip.

24. BOUNDARIES BELOW THE SURFACE.-

The boundaries of the area covered by a mining lease shall run vertically downward below the surface to the centre of the earth.

25. LAPSING OF LEASES.-

- (1) Subject to the other conditions of these rules where mining operations are not commenced within a period of six months from the date of execution of the lease or is discontinued for a continuous period of six months after such operations, the Competent Authority or his authorised agent shall, by an order, declare the mining lease lapsed and communicate the declaration to the lessee.
- (2) Where a lessee is unable to commence the mining operation within a period of six months from the date of execution of the lease deed, or discontinues mining operations for a period exceeding six months for reasons beyond his control, he may submit an application to the Competent Authority explaining the reasons for the same, at least two months before the expiry of such period.
- (3) Every application under sub-rule (2) shall be accompanied by a fee of one hundred rupees.
- (4) The Competent Authority may, on receipt of an application made under sub-rule (2) and on being satisfied about the adequacy and genuineness of the reasons of the non-commencement of mining operations or discontinuance.

Provided that where the Competent Authority on receipt of an application under sub-rule (2) does not pass an order before the expiry of the date on which the lease would have otherwise lapsed, the lease shall be deemed to have been extended until the order is passed by the competent Authority or until a period of six months, whichever is earlier.

EXPLANATION :

Where the non-commencement of the mining operations within a period of six months from the date of execution of lease deed is on account of delay in :-

- (a) acquisition of surface rights; or
- (b) getting the possession of the leased area; or
- (c) supply and installation of machinery; or
- (d) getting financial assistance from banks or any financial institutions; and the lessee is able to furnish documentary evidence in support of his application, the Competent Authority may consider whether they are sufficient reasons and/or beyond control of the lessee for the non-commencement of operations.

26. REGISTRATION OF MINING LEASE.-

A mining lease granted under these rules shall be registered in form-E.

27. RIGHT TO TERMINATE LEASE.-

- (1) The Competent Authority may at any time terminate a lease for reasons to be recorded in writing in the event of contravention of any provision of these rules or Act, on the part of the lessee.
- (2) The lessee may also, on his part, terminate the lease granted to him at any time giving not less than six months notice in writing to the Competent Authority after paying all outstanding dues to the State Government.

28. ROYALTIES IN RESPECT OF LEASES.-

- (1) The holder of a mining lease granted on the commencement of these rules shall notwithstanding anything contained in the instrument of lease or in any law in force at such commencement,

pay royalty in respect of any minor mineral removed or consumed by him, or by his agents, contractors or sub-lessee from the lease hold area at the rate for the time being specified in the Second Schedule in respect of that minor mineral

- (2) The holder of the mining lease granted on or after the commencement of these rules shall pay royalty in respect of any minor mineral removed or consumed by him, or by his agents, contractors or sub-lessee from the leased area at the rate for the time being specified in the Second Schedule in respect of that Mineral.
- (3) The Government may, by notification in the Official Gazette, amend the Second Schedule so as to enhance or reduce the rate at which royalty shall be payable in respect of any minor mineral with effect from such date as may be specified in the notification.

Provided that the rate of royalty and dead rent in respect of any minor mineral shall not be revised more than once during any period of three years.

CHAPTER - IV TRANSFER OF MINING LEASE

29. TRANSFER OF MINING LEASE.-

- (1) The lessee shall not, without the previous consent of the competent authority
 - (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;
 - Provided that the Competent Authority shall not give his written consent unless -
 - (i) the lessee has furnished Self Declaration in Form-Q along with his application for transfer of the mining lease specifying the amount he has already taken or proposes to take as consideration from the transferee;
 - (ii) the transfer of the mining lease is to be made to a person or body of persons directly undertaking the mining operation;
 - (iii) the transferor or/and transferee produce varied clearance certificate of payment of mining dues such as royalty, dead rent, surface rent, cess, etc.
- (2) The lessee may, subject to conditions of sub rule (1) and with the previous approval of the Competent Authority assign or transfer his lease or any right, title or interest to a person of Indian Nationality on payment of a fee of one hundred rupees to the State Government.

30. TRANSFER OF LEASE TO BE EXECUTED WITHIN THREE MONTHS.-

Wherein an application for transfer of a mining lease under rule 29 is granted by the Competent Authority, transfer of Mining Lease should be completed in Form - G within three months from the date of consent, or within such further period as the Competent authority may allow in this behalf.

CHAPTER - V MINING PERMIT

31. GRANT OF MINING PERMIT.-

- (1) On an application made to him, the Competent Authority may grant a mining permit for minor minerals in the First Schedule in Form - L to any person to extract and remove from any specified land any minor mineral not exceeding one thousand cubic meter in quantity

under any one permit on pre-payment of royalty at the rates specified in Second Schedule. Before granting such permit, the Competent Authority shall satisfy himself that the requirement of the permit is genuine and that it does not obviate the necessity of obtaining a mining lease in the area in respect of which of the permit for extraction of the minerals has been applied for.

- (2) The Competent Authority may defer the issue of such permits for reasons to be recorded by him in writing.

32. APPLICATION FOR GRANT AND EXTENSION OF MINING PERMITS.-

- (1) An application for mining permit shall be made in Form-M and shall be accompanied by :
 - (a) a non-refundable fee of Rupees five hundred only;
 - (b) a valid up-to-date clearance certificate of Mining dues, if any, from the Competent Authority.
 - (c) a fee of two thousand rupees or an amount to be fixed by the Government from time to time for meeting the Pre-feasibility Survey expenses in connection with the grant of mining permit.
- (2) Every application of a mining permit shall, if the lands from which minor mineral is to be extracted are lands other than Government land, be accompanied by a written consent from the owner/occupant of such land to the effect that has no objection to the extraction of the minerals by the applicant.
- (3) Before grant of Mining Permit in Form-L there should be approved Pre-Feasibility Report duly prepared by Mining Engineer/Geologist and the applicant shall deposit as security for the due observance of the terms and conditions of the permit, a sum of two thousand rupees by way of Bank Draft deposited into any recognised bank duly pledged in favour of the Competent Authority.
- (4) Every application for the extension of Mining Permit shall be made to the Competent Authority or his authorised agents in Form-P which shall be accompanied by a non-refundable fee of rupees five hundred only. The application for extension be made before fifteen days of the date of expiry of the existing permit.
- (5) The period for which Mining Permit be granted or renewed shall not be more than one year.
- (6) A Mining Permit may be extended for two periods each not exceeding the period for which the permit was originally granted.
- (7) The area applied for the grant of the mining permit shall be in compact block covering not more than 0.5 hectares.

33. DISPOSAL OF APPLICATION FOR MINING PERMITS.-

- (1) An application for the grant of mining permit shall be disposed off by the Competent Authority within sixty days of the receipt.
- (2) If any application is not disposed of within the time specified in sub-rule (1), it shall be deemed to have been rejected;

Provided however that the Competent Authority may consider to dispose the application after the said period of thirty days, but not exceeding sixty days from the date of receipt of the application.

34. CONDITION ON WHICH THE MINING PERMIT SHALL BE GRANTED.-

- (1) Every mining permit granted under rule 31 shall contain a condition the depth of digging pits beyond three meters the permit holder shall obtain the permission of the Competent Authority.
- (2) "No Objection Certificate" for undertaking mining operation has to be obtained from the owner/occupier and Local Council/Village Council/District Council in writing;

- (3) “No Objection Certificate” from concerned PWD or National Highway Authorities or any other Governmental Road Construction Agencies if the applied site for mining permit lies within a distance of 100m from National Highway, State Highway and Major District Roads.
- (4) Any mining permit granted under rule 31 may contain such other condition as the Competent Authority may deem necessary in regard to the following matters, namely :-
 - (a) time limit, mode and place of payment of rents and royalties;
 - (b) compensation for damage to the land covered by the permit;
 - (c) felling of trees in consultation with Divisional Forest Officer in case of forest areas;
 - (d) restriction on surface operation in any area prohibited by any authority;
 - (e) reporting of accidents;
 - (f) indemnity to Government against claims of third parties;
 - (g) Period within which the minor mineral shall be extracted and removed and delivery of possession over lands on expiry of such period or on the removal of the quantity of the minor mineral for which the permit is valid;
 - (h) forfeiture of property left after cancelling of the permit; and
 - (i) disposal of mineral in stock at the site after expiry of the permit.
 - (j) any other condition(s) as may be specified by the Competent Authority in public interest.
- (5) In case of breach of any of the conditions subject to which the permit is granted, the competent Authority may cancel the permit and the quarried mineral lying on the land from which they are extracted shall become the absolute property of the Government and may be sold by public auction by the Competent authority.
- (6) The Competent Authority after such inquiry and verification, as they may deem necessary, shall assess the amount of royalty and penalty for the excess quantity at the end of the prescribed period.
- (7) **TRANSFER OF MINING PERMIT.-**
 - (1) The mining permit holder shall not, without the previous consent of the Competent Authority
 - (a) assign, sublet, mortgage, or in any other manner transfer the mining permit or any right, title or interest therein; or
 - (b) enter into or make any arrangement, contract, or understanding whereby the permit holder will or may be directly or indirectly financed to a substantial extent by or under which the permit holder’s operations or undertakings will or may be substantially controlled by any person or body of persons other than the permit holder;Provided that the Competent Authority shall not give his written consent unless-
 - (i) the permit holder has furnished Self Declaration in Form-Q along with his application for transfer of the mining permit specifying the amount he has already taken or proposes to take as consideration from the transferee;
 - (ii) the transfer of the mining permit is to be made to a person or body of persons directly undertaking the mining operation;
 - (iii) the transferor or/and transferee produce varied clearance certificate of payment of mining dues such as royalty, dead rent, surface rent, cess, etc.
 - (2) The permit holder may, subject to conditions of sub rule (1) and with the previous approval of the Competent Authority assign or transfer his permit or any right, title or interest to a person of Indian Nationality who is a bonafide resident of Mizoram.

CHAPTER - VI REVISION

35. APPLICATION FOR REVISION.-

- (1) Any person aggrieved by an order made by the Competent Authority in exercise of powers conferred on him by the Act or these rules may, within two months of the date of communication of the order to him apply to the Government in duplicate in Form - N for revision of the order. The application should be accompanied by a Treasury Receipt showing that a fee of rupees one hundred has been paid into the Government Treasury;

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

- (2) In every application under sub-rule (1) against the order of refusing to grant a mining lease/permit, any person to whom a mining lease/permit was granted in respect of the same area or for a part thereof, shall be impleaded as a party.
- (3) Along with the application under sub-rule (1), the applicant shall submit as many copies as thereof, shall be impleaded under sub-rule (2).
- (4) On receipt of the application and the copies thereof, the Government shall send a copy of the application to each of the parties impleaded under sub-rule (2) specifying a date on or before which he may make his representation, if any, against the revision application filed under sub-rule (1)

36. ORDER ON REVISION APPLICATION.-

On receipt of an application for revision under rule 35, the State Government shall confirm, modify or set aside the order or pass such other order in relation thereto as it may deem just and proper. Any order passed by the state Government under revision petition shall be final and binding on the parties.

37. OPPORTUNITY FOR BEING HEARD.-

No order under rule 36 shall be passed against any person interested unless he has been given an opportunity of being heard and given a chance to represent his case.

38. STAY OF ORDER.-

Notwithstanding anything contained in rule 37, the Government may, for sufficient cause, stay the execution of the order against which a revision application is pending for final disposal.

CHAPTER - VII MISCELLANEOUS

39. POWER TO RECTIFY APPARENT MISTAKES.-

The Competent Authority may, at any time within six months from the date of the order passed by him in exercise of the powers conferred on him by these rules, on his own motion rectify any mistakes or error detected in the order passed by him. Also within the like period, he shall rectify any mistake or error which has been brought to his notice by an application for grant of a mining lease/permit;

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

40. BLAST DESIGN AND EXPLOSIVE LICENCE.-

The Lessee or Mining Permit Holder who intended to use explosives and blasting in mines to win the minor mineral shall apply Blast Design in Form -S and obtain Blast Design with Safety Instructions and Restrictions prepared by Mining Engineer from the Department after payment of a non-refundable sum of Rs.500/- being the fee in respect of this application to be deposited in the Department for remittance to Government Treasury and a sum of Rs. 2,000/- or an amount to be fixed by the Government from time to time in respect of Pre-feasibility Study expenses and blast design preparation. Then he shall apply and obtain Explosive Licence to Petroleum and Explosives Safety Organisation (PESO), Govt. of India or concerned District Magistrate, Govt. of Mizoram.

41. REVISION SUO-MOTO.-

The Competent Authority may either suo-moto at any time or on an application made within sixty days, call for and examine the record relating to any order passed or proceedings taken by his subordinate, the Competent Authority under these rules for the purpose of satisfying himself as to the legality or propriety of such order or as to the regularity of such proceedings and pass order in reference therefrom as he deems fit.

42. RELAXATION OF RULES IN SPECIAL CASES.-

In any case regarding grant of mining lease/permit in which if the Government is of the opinion that public interest so requires, it may relax the provisions of these rules.

43. CHALLANS, REGISTERS, RETURNS AND SIGNBOARD.-

- (1) Every lease or permit holder who intends to despatch minor minerals by rail, road or river shall issue challan in Form-O to the carriers who shall produce the same on demand by the Competent Authority or any officer authorised by him.
- (2) Every lease or permit holder shall maintain a Register in which day-to-day transaction shall be entered and shall be subject to verification by the Competent Authority or any other officer authorised by him.
- (3) Every lessee or permit holder shall submit every month to the Competent Authority or his authorised agent a true and correct return for minor minerals in Form-H by the 30th day of the following month to which it relates.
- (4) Every lessee or permit holder shall give all reasonable facilities to the Competent Authority or any other officer authorised by him in this behalf to inspect, verify and check the account of a minerals. A signboard as prescribed by the Competent Authority shall be erected in the premises of the quarry.
- (5) If the accounts, returns and other evidence produced by the lessee/permit holder or any other person who has remove minor minerals are, in the opinion of the officers authorised under sub-rule(2), incorrect, incomplete or unreliable either wholly or partly, the officer concerned shall report to the Competent Authority who shall proceed to assess to the best of his judgement the amount of royalty due from the assessee and the decision of the Competent Authority shall be final.

44. PENALTY FOR FAILURE TO FURNISH DOCUMENTS.-

Should any lessee or permit holder or his transferee or assignee fail to furnish the documents required to be maintained under these rules or refuse entry for inspection by the Competent Authority or to any other officer authorised by him in this behalf or the Deputy Commissioner or any other officer authorised by the Government, he shall be punishable with simple imprisonment for a term which may extend to three months or with fine which may extend to two thousand rupees or both.

45. PENALTY FOR FILLING WRONG RETURNS OR MAINTANING INCORRECT ACCOUNTS OR FOR FAILURE TO ISSUE CHALLAN.-

- (1) If any lessee or permit holder files wrong returns or maintain incorrect accounts or fail to issue challans, he shall be liable to a penalty of a sum of three thousand rupees and also liable to have his mining lease terminated or mining authority, he shall be given a resonable opportunity of showing cause against the same.
- (2) If any lessee or permit holder fails to file a return as specificied in sub-rule(3)of rule 43 within the prescribed period, he shall be liable to pay as penalty a sum of rupees fifty or as fixed by the Government from time to time for every day after expiry of the prescribed date during the period the lessee or permit holder fails to furnish the required form .

46. PENALTY.-

- (1)
 - (a) Whoever raises, transports,stack or causes to be raised or transported the minor minerals without valid mining lease/ permit or on whose behalf such extraction /removal is made otherwise in accordance with these rules or fails to furnish the Challan in Form - O or refuses inspection of such Challan by the Competent Authority or any other officer authorized by him or the Deputy Commissioner or any officer authorized by him , he shall be presumed to be a party to illegal mining or transportation of minor mineral and shall be punished with simple imprisonment which may extend to two years or with fine which may extend to five lakh rupees or with both, and in the case of a continuing contravention, with additional fine which may extend to fifty thousand rupees for every day during which such contravention continues after conviction for the first such contravention.
 - (b) Fine shall be realized based on the quantum of extraction or transportation which may extend up to ten times the rate of royalty specified for the minor mineral in the Second Schedule without prejudice to other action taken against him under these rules or any other law for the time being in force.
- (2) Whenever any person raises, transports or causes to be raised or transported the minor minerals without any lawful authority, any mineral from any land, and, for that purpose, uses any tool, equipment, carrier or any other thing, such mineral or any other thing shall be liable to be seized by the Competent Authority or any other officer authorized by him or the Deputy Commissioner or any officer authorized by him on his behalf, the State Government may recover from such person the mineral so raised, or, where such mineral has already been disposed of, the price thereof and may also be recovered from such person, rent, royalty or tax, as the case may be, for the period during which the land was occupied by such person without any lawful authority by issuing Seizure Memo in Form-R.
- (3) Should any rent, royalty or any other sums due to the State Government under the terms and conditions of these Rules be not paid by the lessee/permit holder within the prescribed times, the same may be recovered together with simple interest due thereon at the rate of 10% per annum on a certificate of such officer as may be specified by the Competent Authority or the State Government.
- (4) Compounding of offence :
 - (a) The competent officer with the approval of the Deputy Commissioner may compound a case instituted against any person.
 - (b) Where a case has been instituted by any officer authorised by the Competent Authority, may with the approval of the Competent Authority, compound a case instituted against any person.

47. ROYALTY CLEARANCE CERTIFICATE FOR USER AGENCIES OF MINOR MINERALS.-

For the purpose of drawing and obtaining any bill of contractual work or any such work consuming minor minerals, the User Agency or an Agent of a body shall have a Mining Dues Clearance Certificate issued by the competent authority which may be assessed and computable Bills of Quantity (BOQ) issued by the Nodal Agency according to the rates of royalty as specified in the Second Schedule of the Mizoram Minor Minerals (Concession and Prevention of Illegal Mining) Rules, 2023 or penalty as specified in sub-rule (1) of rule 46.

48. EXEMPTIONS.-

Notwithstanding anything contained in these rules, no rent, royalty or fee shall be charged for :-

- (1) extraction of minor minerals not exceeding five cubic metres from lands in respect of which no mining lease/permit has been granted, when such extractions are not done for the purpose of sale, but are required bonafide personal requirement of the inhabitants of the area;
- (2) extraction of ordinary clay by artisans for making earthen pots, earthen images, etc., on a cottage industry basis;

Provided that the aforesaid exemptions do not afford immunity from any action which might be taken under the provision of any existing rules or Acts of the State or Central Government for unauthorised removal of minor minerals from any Government land by private persons without the permission of the Competent Authority or the State Government or any officer authorised by it on this behalf.

49. RESTRICTION ON USE OF ANY PARTICULAR MINOR MINERAL DEPOSIT.-

- (1) No minor mineral deposit of a particular area shall be used for non-industrial purposes when the same is useful for better exploitation in industrial decorative or architectural purposes.
- (2) To exploit any minor mineral deposit of a particular area, the area Divisional Forest Officer, the Deputy Commissioner or any officer authorised by them shall consult the Competent Authority regarding the suitability of use of that particular minor mineral deposit prior to its exploitation.
- (3) For the purpose of specifying the uses of minor mineral deposit of a particular area, the Competent Authority will be the competent authority to examine and prescribe the uses of that particular minor mineral deposit according to its suitability and his decision in this regard shall be final.

R. Lalramnghaka,
Secretary to the Govt. of Mizoram,
Commerce & Industries Department.

FIRST SCHEDULE

LIST OF MINOR MINERALS
{see rule 5 and sub- rule(1) of rule 6}

1. Sand stone including building stones, dimensional stones etc.
2. Gravel
3. Ordinary Clay
4. Ordinary Sand
5. Boulder
6. Shingle
7. Chalcedony or impure quartz pebbles
8. Limeshell/Shell limestone when used for tiles, slabs, decorative stones etc.
9. Kankar for building & construction purposes
10. Limestone for building & construction purposes
11. Muram
12. Brick earth
13. Fullers earth
14. Bentonite
15. Road metal
16. Rehmatii
17. Slate
18. Shale
19. Marble
20. Stone used for making household utensils
21. Quartz for building materials, road metals etc.
22. Salt petre
23. Siltyshale
24. Ordinary earth (when use for filling of leveling in construction or embankments, road, railways, building etc.)

FORM - A

{see - rule (1)&(2) of rule (6)}

(to be submitted in duplicate)

APPLICATION FOR MINING LEASE

Received at(place)
At(hour)
On(date)

Initial of receiving officer

To

.....
.....
.....

Sir,

1. I/We request that a mining lease under the Mizoram Minor Minerals (Concession and Prevention of Illegal Mining) Rules, 2023 may be granted to me/us.
2. A non-refundable sum of Rs. 500/- being the fee in respect of this application has been deposited in the Department for remittance to Government Treasury and a sum of Rs. 2,000/- or an amount fixed by the Government from time to time in respect of Pre-feasibility Study expenses vide clause (a) and (c) respectively of sub-rule 2 of rule 6 of the said rules.
3. The required particulars are given below:-
 - (1) Name of the applicant and address;
 - (2) Is the applicant Individual/Private Company/Public Company/Public Sector Undertaking/Co-operative Society/Firm or an Association/Joint Sector Undertaking or any other;
 - (3) In case the applicant is
 - (a) an individual, his nationality, qualification and permanent residency;
 - (b) a private company, its place of registration and copy of certificate of incorporation, and nationality of the members/Board of Directors of the company.
 - (c) a public company, its place of incorporation and copy of the certificate of incorporation and nationality of its Directors;
 - (d) a firm or association, the nationality of all the partners of the firm or members of the association;
 - (e) a co-operative society, the nationality of its members, its place of registration and a copy of the certificate of registration.
 - (4) Profession or nature of business of the applicant
4. Particulars of documents appended:
 - (1) Mining dues clearance certificate; or
 - (2) Self Declaration in Form-Q in lieu of mining dues clearance certificate subject to the production of mining dues clearance certificate within ninety days of making application; or
 - (3) Self Declaration in Form-Q when not holding any mining lease.
 - (4) "No Objection Certificate" for undertaking mining operation has to be obtained from the owner/occupier and Local Council/Village Council/District Council in writing;
 - (5) "No Objection Certificate" from concerned PWD or any other Road Construction Agencies if the applied site for mining lease lies within a distance of 100m from National Highway, State Highway and Major District Roads.

5. Minerals which the applicant intends to mine.
6. Period for which mining lease is required.
7. Extent of the area in respect of which mining lease is required.
8. Details of the area in respect of which mining lease is required.

District	Sub-Division	Village/Locality	Land Pass No.	Area (in ha)	Ownership, Occupancy

9. In case the area applied for lease is under forest, then the following particulars are to be given:
 - (a) Forest Division, Block and Range.
 - (b) Legal status of the forest, whether reserved
 - (c) Whether it forms part of a National Park or Wildlife Sanctuary
 - (d) Type and extent of vegetation in the area.
10. A sketch plan should be submitted on scale showing the following :
 - (a) the area applied for lease together with boundary, if any, of any other existing / mining lease in case the area applied for has any common point or line with the boundaries of existing quarry lease
 - (b) the dimensions of the lines forming the boundary area and the bearing and distance of all corner points from any important, prominent and fixed point or points
 - (c) all important surface and natural features (namely roads, railways, wells, religious places cremation grounds, Government establishment, streams etc)
11. Particulars of the areas mineral-wise in each district the application or any person joins in interest with him
 - (1) already hold under quarry lease
 - (2) has already applied for, but not granted
 - (3) being applied for simultaneously;
12. Manner in which the mineral raised is to be utilised:
 - (1) captive use, location of plant and industry;
 - (2) if for sale, whether if for the mineral will be supplied in raw form or after processing (i.e.crushing/grinding/beneficiation/calcining).
13. Financial resources of the applicant
14. Any other particulars which the applicant wishes to furnish.

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

Place:

Yours faithfully

Date:

Signature of the applicant

- Note: (1) If the application is signed by an authorised agent of the applicant, then the power of attorney should be attached .
- (2) The application should relate to one compact area only.

FORM- B
{see rule 9}
(to be submitted in duplicate)
APPLICATION FOR RENEWAL OF MINING LEASE

Received at..... (place)
at..... (hour)
on.....(date)
Dated the..... 20.....

Initial of Receiving Officer

To,

.....
.....

Sir,

1. I/We request for renewal of my/our Mining Lease under the Mizoram Minor Minerals (Concession and Prevention of Illegal Mining) Rules, 2023.
2. A non-refundable sum of Rs.500/- being the application fee payable under sub rule(4) of rule 9 of the said Rules has been deposited in the Department for remittance to Government Treasury.
3. The required particulars are given below:
 - (1) Name of the applicant with complete address:
 - (2) Particular of the Mining Lease granted earlier
 - (a) Name of minor minerals of which renewal is desired:
 - (b) Mining Lease No.:
 - (c) Validity of last Mining Lease:
 - (d) Whether Mining Plan Prepared: Yes / No
 - (e) Explosive Licence No.:
 - (f) Validity of Explosive Licence:
 - (g) Whether Blast Design prepared: Yes / No
 - (h) Whether cleared the Mining dues: Yes / No
 - (i) Any other details on previous Lease:
 - (3) Period for which renewal of Mining Lease is required:
 - (4) The area applied for renewal:
 - (5) Manner in which the mineral raised is to be utilised:
 - (a) if for captive use, the location of plant and industry
 - (b) if for sale, whether mineral will be supplied in raw form or after processing (i.e. crushing/grinding/beneficiation/calcining)
 - (6) Details of output during the lease period held.
4. A fresh mining plan to the scale to be attached with the application. The plan should incorporate the following:-
 - (1) the plan of the areas applied for showing location, boundaries, natural water courses, forest areas; assessment of impact of mining activity on forest, land surface and environment including air and water pollution;

- (2) the spot or spots where the excavation is to be done in the first year and its extend; a tentative scheme of mining year-wise for the subsequent years of the lease period;
- (3) method of mining, i.e. the extent of manual mining and/or extent of mining by use of machinery and mechanical devices;
- (4) the detail of scheme for restoration of the area's afforestation, land reclamation, use of pollution control devices.

5. Any other particulars which the applicant wishes to furnish.

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

Place: Yours faithfully,

Date: Signature of applicant

Note: If the application is signed by an authorised agent of the applicant, then the power of attorney should be attached.

FORM - C
REGISTER OF APPLICATION FOR MINING LEASE.
 {see sub-rule (2) of rule 7}

Sl. No.	Date of application for mining lease	Time and date on which application was received by the receiving officer	Name of the applicant with complete address	Particulars of the minor minerals which the applicant desires to mine	Estimated area of the land applied for lease	Situation and boundaries of the land applied to
1	2	3	4	5	6	7

Name of Village	Land Pass No.	Application fee paid and Pre-feasibility Survey expenses deposited	Final disposal of application together with no. & order	Remarks	Signature of the officer
8	9	10	11	12	13

FORM - D
{see rule - 5 and 13}

**FORM OF MINING LEASE FOR MINOR MINERALS TO BE ISSUED
UNDER THE MIZORAM MINOR MINERALS (CONCESSION AND PREVENTION
OF ILLEGAL MINING) RULES, 2023**

Mining Lease No..... of 20..... Date of issue.....
Name & Address of the Lessee
District State Pin Code
Telephone No. Mobile No. Email ID.

I.

1	Name of locality/village where the lease located	
2	SoI Toposheet No.	
3	Latitude & Longitude	
4	Land Pass No.	
5	Area in ha.	
6	Dead Rent (in Rs.)	
7	Rate of Royalty (in Rs.)	
8	Amount of Security deposit and Bank Draft No.	
9	Date of expiry of the lease	
10	Name and description of Minor Mineral	
11	Dip and Strike of mineral deposit	
12	Stripping Ratio	
13	Purpose for which it will be used	
14	Anticipated yearly production in cu.m	
15	Statutory Clearances obtained with validity	
16	Method of Mining	
17	Mode of working	
18	No. of trees to be planted	

II. Date of issue of Letter of Intent :

III. Enclosed the Mining Plan duly approved by Competent Authority.

Competent Authority

FORM - E
REGISTER OF MINING LEASES
 (see rule 26)

Sl No	Name of the lessee with complete address	Date of application	Date of which application was received by the receiving officer	No. & Date of grant of lease with referances	Mineral for which lease has been granted	Period for which lease has been granted	Date of execution of lease deed	Total area for which lease has been granted
1	2	3	4	5	6	7	8	9

Situation on the land i.e. district, Sub-Division, village where applica- cable etc.	Land Pass No.	Minerals added to the lease with date	Date and period of renewal	Date of change together with details of change that take place in name and other particular of the holder of mining lease	Date of assignment or transfer of lease if any, and the name and address of the assignee/transferee	Date of expiry or relinquish- ment or cancellation	Re- marks	Signature of the officer
10	11	12	13	14	15	16	17	18

FORM - F

MODEL FORM OF MINING LEASE DEED
 { see sub-rule (1) of Rule 19 }

Where the lessee is an individual

THIS INDENTURE made this day of 20..... between the Governor of Mizoram (hereinafter referred to as “the Lessor” which expression shall where the context so admits be deemed to include the successor and assigns) on one part and (name of person with 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) or

When the lessees are more than one individual

..... (name of persons with address and occupation) and (name of person with address and occupation) (hereinafter referred to as “the lessees” which expresssion shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns) or

When the lessee is a registered firm

..... (name and address of partner), son of of son of of all carrying a business in partnership under the firm name and style of (name of firm) registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at in the town of (hereinafter referred to as “the lessee” which expression shall where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns)

When the lessee is a registered company

..... (name of company), a company registered under (Act under which incorporated) and having its registered office at (address) (hereinafter referred to as “the lessee” which expression shall where the context so admits be deemed to include its successors and permitted assigns) on the other part.

WHEREAS the lessee/lessees has /have applied to the State Government in accordance with the Mizoram Minor Minerals (Concession and Prevention of Illegal Mining) Rules, 2023 (hereinafter referred to as the said Rule) for mining lease for in respect of the lands described in Part 1 of this Lease hereunder written and has/ have deposited with the State Government the sum of Rs..... as security and the sum of Rs..... for meeting the preliminary expenses for the lease.

WITNESSETH that in consideration of the rents and royalties, covenants and agreements by and in these presents hereunder written, reserved and contained and on the lease/leases to be paid, observed and performed, the State Government hereby grant and demises into lessee/lessees.

All those mines beds/veins, seams of (here state the mineral or minerals) situated/lying in and/or under the lands which are referred to in the part 1; together with the liberties, powers and privileges to be exercised or enjoyed by the lessee/ lessees in part II subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges mentioned in part III EXCEPT and reserving out of demise into the State Government and the liberties, powers and privileges of the State Government in part IV of this lease Deed; TO HOLD the premises hereby granted and demise upto the lessee/lessees from the day..... 20.....for the terms of.....years thence next ensuing YIELDING AND PAYING therefore upto the State Government the several rent and royalties reserved in part V; the respective times therein specified subject to the provisions contained in part VI and the lessee/lessees hereby covenants with the State Governments as in part VII is expressed with the State Government hereby convenents with the lessee/lessees as in part VIII as expressed AND it is hereby mutually agreed between the parties hereto as in part IX of this Lease Deed is expressed.

PART - I

The area of this lease Location of the lease

All the tract of land situated at (description of area/areas) in (village) in the District of under Sub-Division and within RD Block and bearing Cadastral Survey Nos containing an area of thereabouts delineated on the plan hereto annexed and thereon 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 land”.

PART - II**Liberty, powers and privileges to be exercised and enjoyed by the lessee/lessees subject to the restrictions and conditions in Part-III.**

- | | | |
|---|----|--|
| <i>To enter upon the land and search for; win, work, etc.</i> | 1. | Liberty and power at all times during the terms hereby demised to enter upon the said land and to search for, mine, bore, dig, drill, or win, dress, process, convert, carry away, and dispose of the said mineral/minerals. |
| <i>To sink, drive and make pits, shafts and inclines etc.</i> | 2. | Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive, maintain and use in the said land any pits, shafts, inclines, drifts, levels, waterways, airways and other works (and to use maintain, deepen, or extend any existing works of the like nature in the said land). |
| <i>To bring to use machinery, equipment, etc.</i> | 3. | Liberty and power for or in connection with any of the purposes mentioned in this part to erect, construct, maintain plant, dressing floors, furnaces, coke ovens, brick-kilns, workshops, store houses, bungalows, godowns, sheds and other buildings and the works and conveniences of the like nature on or under the said land. |
| <i>To make roads & ways etc.; and existing roads & ways</i> | 4. | Liberty and power for or in connection with any of the purposes mentioned in this part to make any streamways, railways, aircraft's landing grounds and other ways in or over the said land and to use, maintain, and repass with or without horses, cattle, wagons, aircraft's locomotives, or other vehicles over the same (or any existing streamways, railways, roads, and other ways in or over the said land) on such conditions as may be agreed to. |
| <i>To get building and road materials</i> | 5. | 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 and to manufacture such clay into bricks or tiles and to use such bricks or tiled but not to sell any such materials, bricks or tiles. |
| <i>To use matter from streams etc.</i> | 6. | Liberty and power for or in connection with any of the existing or further lessees and with the written permission of Deputy Commissioner/Competent Authority to appropriate and use water from any streams, water courses, spring or other sources in or upon the said land and to divert, set up, or dam any such stream or water course and collect and 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 stream or spring. Provided that the lessee/lessees shall not interfere with navigation in any navigable stream, not shall divert such stream without the previous written permission of the State Government. |
| <i>To use for stacking, heaping, depositing.</i> | 7. | Liberty and power to enter upon and use a sufficient part of the surface of such land for the purpose of stacking, heaping, storing, or depositing therein any produce of the mines or works carried on and any tool, equipment, earth and materials and substances dug or raised under the liberties and powers mentioned in this part. |

- Beneficiation and conveying away of products.*
8. Liberty and power to enter upon and use a sufficient part of the said land, to beneficiate any material produced from the said land and to carry away such beneficiated minerals.
- To clear brushwood and to fell and utilise trees etc.*
9. 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 relevant clause of Part-III of this Lease Deed to clear undergrowth and brushwood and to fell utilities any trees or timber standing or found on the said lands provided that the State Government may ask the lessee/lessees to pay for any trees or timber felled and utilities by him/them at the rates specified by the Deputy Commissioner/Collector or the State Government.

PART - III

Restrictions and conditions as to the exercise of the Liberties, Power and Privileges in part- II

- No buildings etc. upon certain places*
1. No buildings etc. Shall be erected, set up or placed and no surface operation 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 State Government may determine as public ground nor in such a manner as to injure or prejudicially affect any buildings, work property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the State Government for works or purposes not included in the lease. The lessee/lessees shall not also interfere with any rights of way, well or tank.
- Permission for surface operations in the land not already used.*
2. Before using for operations any land which has not already been used for such operations, the lessee/lessees shall give to Deputy Commissioner/Collector of the District two calender months previous notice in writing specifying the or other description of the situation and the extent of the land purposes to be so used and the purposes for which the same is required and the said land shall not be used if objection is issued by the Deputy Commissioner/Collector within two months after the receipt by him of such notice unless the objections so stated shall on reference to the State Government be annulled or waived.
- To cut trees in unreserved land*
3. The lessee/lessees shall not without the express sanction of the Deputy Commissioner/Collector cut down or injure any timber or trees on the said land but may without such sanction clear way any brushwood or under growth which interfere with any operations authorised by these presents. The Deputy Commissioner/Collector of the district.
- To enter upon reserved forests*
4. Notwithstanding anything in this Lease Deed Contained the lessee/lessees shall not enter upon any reserved forest included in said land without previous sanction in writing of that officer nor otherwise than in accordance with such conditions as the State Government may prescribe.
- No mining operation within 50 metres of public work, etc.*
5. The lessees shall not work or carry on or allow to be worked or carried on any mining operations at or to many point within a distance of 50 metres from any railway line except with previous written permission of the Railway Administration concerned or under or beneath any ropeway or any ropeway

trestle or station, except under and in accordance with the written permission of the authority owning the ropeway or from any reservoir, canal or other public works such as public roads and buildings or inhabited sites except with the previous written permission of the Deputy Commissioner/Competent Authority or any officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached with such permission. The said distance of 50 metres shall be measured in the case of railway, reservoir or canal horizontally from the outer to of the bank of outer edge of the cutting as the case may be and incase of a building horizontally from the plinth thereon. In the case of village roads no works shall be carried on within a distance of 10 metres of the outer edge of the cutting except with the previous permission of the Deputy Commissioner in this behalf and otherwise than in accordance with such directions, restriction and additions, either general or special which may be attached to such permission.

Explanation : For the purpose of this clause, the expression “Railway Administration” shall have the same meaning as is defined to have in the Indian Railway Act, 1890, public road shall mean a road which has been constructed by artificially surfaced as distinct from a tract resulting from repeat use. Village road will include any track shown in the revenue record as village road.

Facilities for adjoining Government licenses and leases

6. The lessee/lessees shall allow existing and future holders of Government licenses or leases over any land which is comprised in or adjoins or is reached by the land held by the lease/ leases resonable facilities of access there to. PROVIDED that no substantial hindrance or interference shall be caused by such holders of licenses or leases to the operations of the lessee/lessees under these present 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 lessees by reason of exercise of this liberty.
7. The lessee/lessees shal not enter upon any land or in any way injure trees, crops, huts or other property without the concent of the occupier or failing such concent, without the written permission of the Deputy Commissioner.
8. The lessee/s shall also pay compensation for any damage, injury etc, done to the property of the occupier of the land of any other person as may be assessed by the Deputy Commissioner.

Rights reserved by the Forest Department

9. The lessee/s shall not fell, cut and use any timber or trees including bamboo, canes and other forest produce now standing or which here after may be standing upon the reserved forest land without the written permission of the Divisional Forest Officer provided that the exercise of the liberty and powers granted by the Divisional Forest Officers shall also be subjected to the observance of the terms and conditions of the Mizoram Forest Act and rules framed therein.
10. The Forest Department reserves the exclusive rights to continue enforcement of all rules and regulations of the Forest Department and to undertake any department operations as are usually done in Reserve Forest and also to entertain any such contracts for operation and movement of forest produce etc., as are usually done in Reserve Forest.

- Not to interfere with activities of Forest Department*
11. The lessee/s shall in no case interfere with the activities of the Forest Department in the Reserved Forest portion of the area for which the lease is granted as well as in the unclassed State Forest portion of the area wherein forest operation takes place under authority of the Forest Department licences issued nor shall interfere with the previous authorised by the Forest Department to carry such work over the said area. Such operation may include operations and movements of major forest produces, minor forest produces as well as elephant hunting operation and making of roads and paths, survey and alignment, construction of buildings, making of timber, inspection, etc., or any other activities as are usually done by the Forest Department or by their authorised person/s.
- To avoid destruction of forest growth*
12. The lessee/s shall organise mining works in such a manner as to avoid destruction of any forest growth and wherever such destruction is considered necessary and admitted by the Forest Department, sufficient time shall be given to the Forest Department to operate and remove the forest produce under the provisions of the licences issued for the removal of such forest produces.
- Lessee/s to acquire prior permission to remove, fell forest produce*
13. In the event of the lessee/s requiring to fell, cut, remove any forest produce in the course of mining operation with the previous permission of the Divisional Forest Officer, the lessee/s will have to pay royalty, monopoly fees and compensation at reasonable rates fixed by the Forest Department. In the case where felling and removal of trees in large numbers and /or over the large areas concerned, the Forest Department will have unfettered rights to deny such a permission.
- Lessee/s to obtain prior permission to open roads.*
14. The lessee/s shall obtain written permission from the Divisional Forest Officer in advance in the event of opening any road inside Reserve Forests.
- Unrestricted right of Forest Department to use roads.*
15. (a) The Forest Department and its contractors and persons authorised by the Forest Department shall have unrestricted rights to use the roads in the Reserved Forest made by the lessee/s.
(b) The Forest Department reserves the right to install check gates where control of illegal traffic and checking of forest produces become necessary. The lessee/s and his/their contractors and employees shall abide by the restrictions imposed by the Forest Department at such check gates as may be necessary in the matter of movement of their vehicles.
- Decision of Government of Mizoram is final.*
16. In the event of disputes arising between the lessee and the Divisional Forest Officer in the matter of interpretation of any of the afore-mentioned clauses or the restrictions put forward there under, the decisions of the Government of Mizoram shall be final.

PART - IV

Liberties, Powers and Privileges reserved to the State Government

- To work other mineral*
1. Liberty and power for the State Government or any lessee or persons authorised by it in that behalf to enter into and upon the said land and to search for win, work, dig, get raise, dress, process, convert and carry away minerals others than the said minerals and any other substances and for these purposes to sink,

drive, make, erect, construct, maintain and use pits, shafts, inclines, drifts, levels and other lines, waterways, airways, water courses, drains, reservoirs, engines, 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 or interface shall be caused to or with the liberties, power and privileges of the lessee/lessees 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/lessees by reason or in consequences of the exercise of such liberty and power.

2. Liberty and power for the State Government or any lessee or person authorised by it in that behalf to enter into and upon the said land and to make upon, over or through the same railways, tramways, roadways or pipelines for any such purpose other than these mentioned in Part-II or these presents and to get from the said land stones, gravel, earth and other materials for making, maintaining and repairing such railways, tramways or roads or any existing railways and roads and to go and repass at all times with or without horses, cattle or other animals, crafts, wagons, carriages, locomotives, or other vehicles over or along any such railways, tramways, road, lines and as occasions may require provided that in the exercise no substantial hindrance or interference shall be caused to or with the liberties powers, and privileges of the lessee or persons no substantial hindrance or interference shall be caused to or with the liberties powers, and privileges of the lessee/lessees for all loss or damages substantial hindrance or interference shall be caused to or with the exercise by such lessee or persons of such liberty and power.

*To make
railways
roads, etc.*

PART - V

Rent and Royalties reserved by this lease

*To pay dead
rent or royalty,
whichever is
greater*

1. The lessee shall pay, for every year except in the first year of the lease yearly dead rent as specified in paragraph 2 of this part in respect of each mineral.
Provided that the lessee shall be liable to pay dead rent or royalty in respect each mineral which ever is higher in amount but not both.
2. Subject to the provision of paragraph 1 of this part, during the subsistence of the lease, the lessee/lessees shall pay to the State Government is annual dead rent at the following rates or such revise rate/rates which may be communicated in writing to the lessee/lessees by the State Government per mineral per hectare or land demised and described in Part-I of this lease.

*Rate and mode
of payment of
dead rent*

Period of the mining lease	Rate of dead rent per hectare per annum
1. First year	Nil
2. Second year onwards	Rs. 10,000.00

*Rate and mode
of payment of
royalty*

3. Subject to the provision of paragraph I of this part, the lessee/lessees shall during the subsistence of this lease pay to the State Government such times and in such manner as the State Government may prescribe royalty in respect of any mineral/minerals removed by him/them from the leased area at the rate

for the time being specified in the Second Schedule to the Mizoram Minor Minerals (Concession and Prevention of Illegal Mining) Rules, 2023.

Payment of surface rent and water rent.

- 4. The lessee/lessees shall pay rent and water rent 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/lessees under the authority of these presents at the rate of Rs..... and Rs..... respectively per annum per hectare of the area so occupied or used and so in proportion for any area less than a 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 herein before detailed in paragraph 2 : PROVIDED THAT no such rent/water shall be payable in respect of the occupation and used of the area comprised in any roads or ways to which the public have full right of access.

PART - VI

Provisions relating to the Rents and royalties.

Rent & royalties to be free from deduction etc.

- 1. The rent, water rate and royalties mentioned in Part V of this Lease Deed shall be paid free from any deduction to the State Government..... and in such manner as the State Government may prescribe.

Mode of computation of royalty.

- 2. For the purpose of computing the said royalties the lessee/lessees shall keep a correct account of the mineral/minerals produced and despatched. The Account as well as the weight of the mineral/minerals in stock or the process of export may be checked by an officer authorised by the Central or State Government.

Course of action if rent & royalties are not paid in time.

- 3. 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/lessees within the prescribed times, the same may be recovered together with simple interest due thereon at the rate of 10% per annum 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/Lessees

Lessee to pay rent and royalties, taxes etc.

- 1. The lessee/lessees shall pay the rent, water rate and royalties reserved by this lease at such times and in the manner provided in PARTS V & VI of these presents and shall also pay discharge all taxes, rents, 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 Government upon or in the respect of the premises and works of a like nature demands for land revenue.

To maintain & keep boundary marks in good order.

- 2. 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 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.

- To commence operations within six months & work in a workmanlike manner.*
3. The lessee/lessees shall commence operation within six months 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 skillful and workmanlike manner accordance with the mine plan so submitted and duly approved by the Competent Authority and as prescribed under paragraph 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 purpose of this clause, operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine.
- To indemnify Government against all claims*
4. The lessee/lessees shall make and pay to such reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by him/them in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection herewith.
- To secure and keep in good condition all pits shafts, etc.*
5. The lessee/lessees shall during the subsistence of this lease well and 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 land and make and maintain sufficient fences to the satisfaction of the State Government round every such pit, shaft or working weather 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.
- To strengthen and support mine to necessary extent.*
6. The lessee/lessees shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Governments, as the case may be, any part of the mine which in its opinion required such strengthening or support of the safety of any railway, reservoir, canal, road and any other public works or structures.
- To allow inspection of workings.*
7. The lessee/lessees shall allow any officer authorised 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 data and the lessee/lessees shall with proper person employed by the lessee/lessees and acquainted with the mines and works effectively assist the officer, agent, servants and workmen in conducting every such section and shall afford them all facilities, information connected with them, the working of the mines which they may reasonable required and also shall and will conform to and observe all orders and regulations which the State Government as the result of such inspection or otherwise may from time to time deem fit to impose.
- To report accidents.*
8. The lessee/lessees shall without delay send to the Deputy Commissioner and the Competent Authority or report of any accident causing death or serious

bodily injury to persons or property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease.

*To report
discovery of
other minerals*

9. The lessee/lessees shall report to the competent Authority the 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 each such fund. If any minerals not specified in the lease is discovered in the leased area, the lessee/lessees shall not win and disposed such mineral unless such mineral is included in the lease, or separate lease is obtained therefrom.

*To keep records
and accounts
regarding
production &
employment etc.*

10. The lessee/lessees 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 minor minerals realised from the said land.
 - (2) Quantities of the various quantities of minerals beneficiated or converted.
 - (3) Quantities of the various qualities of the said 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 price and all other particulars of all sales of said mineral/minerals.
 - (6) The number of persons employed in the mines of works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.
 - (7) Such other facts, particulars and circumstances as the State Government may from time to time required and shall also furnish free of charge to such officers and at such at times as the State Government may appoint true and correct abstracts 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 prescribed and shall at all reasonable times allow such officer as the State Government shall in that behalf appoint to enter into and have free access to the said officers for the purpose of examining and inspecting the books of accounts, plans and records and to make copies thereof and make extracts therefrom.

*To maintain
plans etc.*

- 11 (1) The lessee/lessees shall at all times during the said term maintain at the mine office correct and intelligible up-to-date and complete plans and sanctions of the mines in the said lands. They shall show all the operations and workings and all 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 by and from actual survey to be made for the 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 Central and State Governments true and correct copies of such plans and sections whenever required. Accurate record of all trenches, pits and drilling shall show:
- (a) the subsoil and strata through which they pass
 - (b) any mineral encountered
 - (c) any other matter of interest and all data required by the central Government from time to time.

The lessee/s shall allow any officer of the Central or State Government authorised in this behalf to inspect the same at all reasonable times. He/they shall also supply when asked for by the Government/Competent Authority, Geology & Mining, Mizoram/India Bureau of Mines/Geological Survey of India, a composite plan of the area showing thickness, dip, inclination etc., all the same as also the quantity or reserve quality-wise.

- (2) The lessee shall pay a wage not less than the minimum wage to the employees as prescribed by the Central or Government from time to time.
- (3) The lessee shall comply with the provisions of the Mines Act, 1952.
- (4) The lessee shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollution control devices and such other measures as may be prescribed by the Central or Government from time to time at his own expenses.
- (5) The lessee shall pay compensation to the occupier of the land on the date and in the manner prescribed by the Government.

*To pay
compensation for
injury of third
parties.*

12. The lessee/lessees shall make and pay reasonable satisfaction and compensation for all damage, injury or disturbance of persons or property which may be done by or on the part of the lessee/s in exercise of the liberties and powers granted by these present and shall at all times save harmless and keep indemnified the State Government from and against all suits, claims and demands which may be brought or made by any person or persons in respect of any such damage, injury or disturbance.

*Not obstruct
workings of
other
minerals.*

13. The lessee/lessees will exercise the liberties and powers hereby granted in such manner as to offer no unnecessary or reasonable avoidable obstruction or interruption to the development and working within the said lands of any mineral not included in this lease and shall at all times afford to the Central and State Government and to the holder of quarry leases in respect of any such minerals or any minerals within any land adjacent to the said land as the case may be, reasonable means of access and safe passage and convenient passage upon and across the said lands to such minerals for the purpose of working, developing and carrying away the same provided that the lessee/s shall receive reasonable compensation for any damage or injury which he/they may sustain by reason or in consequence of the use of such passage by such leases.

*Transfer of
lease.*

14. (1) The lessee/lessees shall not, without the previous consent in writing of the Competent Authority.
 - (a) assign, sublet, mortgage or in any other manner, transfer the quarry lease or any right, little or no interest therein; or
 - (b) enter into or make any arrangement, contract or understanding, whereby the lessee/lessees will or may be directly or indirectly financed to a substantial extent by or under which the lessee's operations or undertaking will or may substantially be controlled by any person or body of persons other than the lessee/lessees.

Provided that the Competent Authority shall not give its written consent unless.

- (i) The lessee has furnished Self Declaration in Form-Q along with his application for transfer of the quarry lease specifying therein the amount that he has already taken or purposes to take as consideration from the transferee
- (ii) The transfer of the quarry lease is to be made to a person or a body directly undertaking mining operations.
- (2) The lessee/s shall make available to the transferee the original or certified copies of all plans of abandoned workings in the area and in a belt 65 metres wide surrounding it.
- (3) The competent authority may, by order in writing, determine the lease at any time if the lessee/s has/have in the opinion of the competent authority committed a breach of the above provisions.

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

15. The lease shall not be controlled and the lessee/lessees shall not allow themselves to be controlled by any trust syndicate, corporation, firm or person except with the written consent of the State Government. The lessee/lessees shall not enter into arrangement, compact or understanding whereby the lessee/s' operations or undertakings will or may be directly or indirectly financed by or under which the lessee/s' 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 of the State Government and any or every such arrangement compact or understanding as aforesaid (enter into or made with such sanction as aforesaid) shall only entered into or made and shall always be subject to an expressed condition binding upon the other party or parties thereto on the occasion 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 be forthwith thereafter determined by the lessee/s accordingly.

Not to be financed or controlled by a trust, corporation, firm or persons.

16. Whenever the security deposit of Rs.5000.00 or any part thereof or any further sum thereafter deposited with the State Government in replenishment thereof shall be forfeited or supplied by the State Government such further sum as may be sufficient with the appropriated part thereof to bring the amount in deposit with the State Government upto the sum of Rs.5000.00.

Lessee/s shall deposit any additional amount necessary

17. The lessee/lessees shall at the expiration or sooner , determination of the said term or renewal thereof deliver up to the State Government all mines, pits, shafts, inclines, drifts. Levels, waterways and airways and other works now existing or hereinafter 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, machineries, plants, buildings, structures, other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machineries set up by the lessee/s below ground which cannot be removed without causing injury to the mines or works under the said lands (except such of the same as

Delivery of workings in good order to State Government after the termination of lease

may be with the sanction of the State Government have become disused) and all buildings and structures of bricks or stones erected by the lessee/s above ground level in good repair, order an condition and fit in all respects for further working of the said mines and the said minerals.

18. (a) The State Government shall, from time to time and at all times during the said terms, have the right (to be exercised by noticed in writing to the lessee/s) 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/s and the lessee/s shall with all possible expedition deliver all minerals or products or minerals purchased by the State Government under the power conferred by this provision the quantities at the time in the manner and at the place specified in the notice exercising the said right.
- (b) Should the right of pre-emption conferred by this present provision be exercised and vessel or vehicle chartered to carry the minerals or products thereof procured on behalf of the State of Central Government be detained on demurrage at the port of place of loading, the lessee/s shall pay the amount due for demurrage according to the terms of the charter party of such vessel or vehicle unless the State Government shall be satisfied that the delay is due to cause beyond the control of the lessee/lessees.
- (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 market prices the lessess/s shall if so required furnish to the State Government for the confidential information of the Government, particulars of the quantities, descriptions and prices of the said mineral or products thereof sold to other customers and characters entered weight for carriage of the same and shall produce to such officer/s as may be, authenticated copies of contracts and charter parties entered into for the sale of freightage of such minerals or products.
- (d) In the event of the existence of a state of war or emergency (or which existence the President of india shall be the sole judge and a notification to this effect in the Gazettee of India shall be conclusive proof), the State Government shall from time to time and at all times during the said term have the right (to be exercised by a notice or in writing to the lessee/s) forthwith to take possession and control of the plants. Machineries and premises of the lessee/s on or in connection with the said lands or operations under this lease and during such possession or control the lessee/s shall conform to and obey all directions given by or on behalf of the 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/s for all loss or damage sustained by him/them by reason or in consequence of the exercise of the power conferred by this

Requisition of land of third parties and compensation thereof.

2. If in accordance with the provision of paragraph 4 of part - VII of this lease deed, the lessee/lessees shall offer to pay the occupier of the surface of any part of the said lands compensation for any damage or injury which may arise from the proposed operation of the lessee/s and the said occupier shall refuse his consent to the exercise of the right and power reserved to the State Government and demised to the lessee/s by these presents and the lessee/s 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/s shall deposited with it such further amount as the State and Central Government shall order the occupier to allow 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 relevant land laws applicable from time to time.

To renew mining lease.

3. The mining lease shall be renewable for such periods each not exceeding the period specified in the original lease: Provided that the Competent Authority may for reasons to be recorded in writing reduce the area applied for, or refused to grant such renewal or renewals. If the lessee/s be desirous of taking renewed lease of the premises hereby demise or of any part or parts of them for a further term from the expiration of the term hereby granted and is, otherwise illegible, he/they shall prior to the expiration of the last mentioned term give to the State Government three calendar months previous notice in writing and shall pay rents, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and the part of the lessee/s to be observed and performed upto the expiration of the term hereby granted. The State Government, on receipt of application for renewal, shall consider it in accordance with rule 9 of these rules and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessee/s and upon his executing and delivering to the State Government, if required, a counterpart thereof executive and deliver to the lessee/s/ renewed lease of the said premises or part thereof for the further term of years at such rents, rates and royalties and no such terms and subject to such covenants and agreements including this present, covenant to renew as shall be in accordance with the Mizoram Minor Minerals (Concession and Prevention of Illegal Mining) Rules, 2023 application to (name of mineral) on the next day following the expiration of the term hereby granted.

Liberty to determine the lease.

4. The lessee/s may at any time determined this lease by giving not less than six calendar months' notice in writing to the State Government may specify in this behalf and upon the expiration of such notice provided that the lessee/s shall upon such expiration render and pay all rents, water rates, royalties, compensation for damage and other moneys which may then be due and payable under these presents to lessor or any other person or persons and shall deliver these presents to the State government than 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 of agreements contained in these presents.

- Refund of security deposit.*
5. The competent Authority may on an application made by the lessee/s permit him to surrender one or more mineral 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/s :
 - (a) makes an application for such surrender of mineral at least six months before the intended date of surrender
 - (b) gives an undertaking that he will not cause any hindrance in the working of minerals so surrendered by any other person who is subsequently granted a mining lease for that mineral.
 6. On such date as the State Government may elect within 12 calendar months after the determination of this lease or any renewal thereof, the amount of the security deposit paid in respect of this lease and the remaining in deposit with the State Government and not required to be applied to any of the purpose mentioned in this lease shall be refunded to the lessee/s. No interest shall earn on the security deposit.

**PART - IX
GENERAL PROVISION**

1. In case the lessee/lessees or his/their transferee/assignee does/ do not allow entry for his inspection by the officers authorised by the Central or State Government under clause(1) or (m) of sub-rule(1) rule 17, the State Government shall give notice in writing to the lessee/lessees requiring him/them to allow show cause within such time as may be specified in the notice why the lease should not be determined and his /their security deposit forfeited 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. If the lessee/lessees or his/their transferee/assignee makes/make any default in payment or rent or water or royalty as required by section 9 of the Act or commits a breach of any of the conditions and covenants other than those referred to in paragraph(1) above the State Government shall give notice to the lessee/lessees requiring him/ them to pay the rent, water rate, royalty or remedy the breach is not paid or the breach is not remedied within such period, the State Government may without prejudice to any proceedings that may be taken against him/them, determine the lease and forfeit the whole or part of the security deposit.
3. In case of the repeated breach of covenants and agreements by the lessee/lessees for which notice has been given by State Government. In accordance with clause (1) and (2) aforementioned on earlier occasion, the State Government without giving any further notice, may impose such penalty not exceeding twice the month of the annual dead rent specified in paragraph 2 of Part-V of this Lease Deed.
4. Failure on the part of the lessee/lessees to fulfil any of the terms and conditions of this lease shall not give the Central or State Government any claim against the lessee/lessees 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 fulfillment 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 of expression "Force majeure" means Act of God, was insurrection, riot, civil commotion, strike earthquake, tide, storm, tidal wave, flood, lightning explosion, fire, earthquake and any other happening which the lessee/lessees could not reasonably prevent or control.

5. The lessee/lessees 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 or within six calendar months thereafter (Unless the lease shall be determined under paragraph 1 and 2 of this Part and in that case at any time not less than three calendar months not more than six calendar months after such determination) take sown and remove for his/their own benefit all or any engines, machinery, plant, buildings, structures, tramways, railways and other works, erections, and conveniences which may have been erected, set up, or placed by the lessee/lessees in or upon the said lands and which the lessee/lessees in or upon the said lands and which the lessee/lessees is/ are not bound to deliver to the State Government under paragraph 20 of Part VII of this Lease Deed and which the State Government shall not desire to purchase.
6. If at the end of six calendar months after the expiration or sooner determination of the said term under the provision contained in paragraph 3 of Part VII of this Lease Deed become effective then shall remain in or upon the said land any engines machinery, plants, buildings, structures, tramways, railways and other work erections, and conveniences or other property which are not required by the lessee/lessees in connection with operations in any other lands held by him/them under prospecting license or mining lease the same shall if not removed by the lessee/lessees within one calendar month after noticed in writing requiring their removal has been given to the lessee/lessees by the State Government shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.
7. Every notice by these required to be given to the lessee/lessees shall be given writing to such person resident on the said land as the lessee/lessees may appoint for the purpose of receiving such Notices and if there shall have been no such appointment then every notice shall be sent 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 State Government designate for the receipt of notice and every such service shall be deemed to be proper and valid service upon the lessee/lessees and shall not questioned or challenged by him.
8. If in any event the orders of the Competent Authority/State Government are revised or reviewed in pursuance or proceedings under Chapter IV of the Mizoram Minor Minerals (Concession and Prevention of Illegal Mining) Rules, 2023, the lessee/lessees shall not be entitled to compensation for any loss sustained by the lessee/lessees in exercise of the power and privileges conferred upon him/them by these presents.
9. The lease is executed at..... (name of the city) in the State of Mizoram and subject to the provision of Article 226 of the constitution of India, it is hereby agreed upon by the lessee and the lessor that in the event of any dispute in relation of the area of lease, the dues realisable under the lease and in respect if all matter touching the relationship of the lessee and the lessor the suits (or appeals) shall be filed in the civil courts (at..... name of the city) and it is hereby expressly agreed that neither party shall be competent to file a suit or bring any action or file any petition at any place other than courts named above at.....
10. For the purpose of stamp duty the anticipated royalty form the demised lands is Rs..... per year. IN WITNESS WHEREOF, these presents have been executed in the manner hereunder appearing the day and year first abovewritten.

Signature of
the Lessee

Competent Authority
Geology & Mining Department
for and on behalf of the Governor

Signature of the Lessor

In the presence of

- 1.....
- 2.....

FORM-G
MODEL FORM OF TRANSFER OF MINING LEASE
(see rule 29)

When the transferor is an individual :-

THIS INDENTURE made thisday of the..... 20..... between (name of the person and occupation) and (name of the person with address and occupation) hereinafter referred to as the 'Transferor' which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, respectively and their permitted assigns ON THE FIRST PART.

When the transferor is a registered firm:-

.....(name of the person with address of all the partners) all carrying on business in partnership under the firm name and style of(name of the firm)registered under the Indian Partnership Act, 1932 and having their registered office at hereinafter referred to as 'Transferor' which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns). ON THE FIRST PART.

When the transferee is registered company :-

.....(name of company) a company registered under(Act under which incorporated) and having its registered office at(Address) hereinafter referred to as "the Transferor" which expression shall where the context so admits be deemed to include its successors and permitted assigns). OF THE FIRST PART.

When the transferees are more than one individual :-

.....(name of the person with address and occupation).....(name of the person with address and occupation) (hereinafter referred to as the "Transferee" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns).ON THE SECOND PART.

When the transferee is a registered firm :-

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

When the transferee is registered company:-

..... (name of the company) registered under (Act under which incorporated) and having its registered office at (address) (hereinafter referred to as the " Transferee" which expression shall where the context so be deemed to include its successors and permitted assigns). ON THE SECOND PART AND

The Governor of Mizoram (hereinafter referred to as the "State Government" which expression shall the context so admits be deemed to include the successors and assigns.) ON THE THIRD PART.

WHEREAS, by virtue of an indenture of the lease dated the and registered as Noon.....(date) at..... (office & place), the transferror is entitled to search for, win and work the mines and minerals in respect of(name of the minor mineral) in the land described below or the terms and subject to the payment of the lessee’s covenant and conditions in the said deed of the lease or any interest thereunder without the previous sanction of the State Government.

AND WHEREAS the transferror is now desirous of transferring and assigning the lease to the transferee and the State Government has at the request of the transferror granted permission to the transferror vide order no..... dated..... to such a transfer and assignment of the lease upon the condition of the transferee entering into an agreement in and containing the terms and condition hereinafter set forth.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

- (1) In consideration of Rs..... paid by the transferee to the transferror, the receipt of wich the transferror hereby acknowledges,the transferror/s hereby conveys,assigns and transfers onto the transferee all the right and obligation under the said lease and to hold the same unto the transferee with effect from..... for the unexpired period of the said lease.
- (2) The transferee hereby agrees with the State Government that from and after the transfer and assignment of the lease, the transferee shall bound by and be liable to perform, observe and conform and be subject to all the provision and condition contain in the said lease in the same manner in all respects as if the lease had been granted to the transferee as the lessee thereunder and he had originally excited as such.
- (3) It is further hereby agreed and declared by the transferror on the one part and the transferee on the one part that;-
 - (1) The transferror and the transferee declare that they have ensured that the mineral right over the area for which the quarry lease is being transferred vest is the State Government.
 - (2) The transferror hereby declare that he has not assigned, subject,mortgaged or in any other matter transferred the quarry lease now being transferred and that no other person or person has any right, title or interest where under in the present quarry lease being transferred.
 - (3) The transferror further declares that he has not entered into or made any agreement, contract or understanding whereby he had been or is being directly or indirectly financed or a substantial extent by or under which the transferro’s operation or undertakings were or are being substantially controlled by any person of body of person other than the transferror.
 - (4) The transferror further declares that he has furnished a Self Declaration in Form-Q along with his application for transfer of the present quarry lease specifying therein the amount that he has already taken/proposes to taken as consideration from the transferee.
 - (5) The transferror further declares that he is financially capable of and will directly undertake mining operations.
 - (6) The transferror has supplied to the transferee the original or certified copies of all plans of abandone working in the area and in a belt of 50 metres wide surrounding it.
 - (7) The transferror has paid all the rents, royalties and other dues towards Government till this date, in respect of this lease.

IN WITNESS WHEREOF the parties have signed on the date and year first above written

The area of this lease

Location of the lease

All the tract of land situated at

(description of area/areas) in (village) in the District of

under..... Sub-Division and within.....RD Block and bearing Cadastral Survey Nos..... containing an area of thereabouts delineated on the plan hereto annexed and thereon bounded as follows :-

On the North by.....

On the South by.....

On the East by.....

On the West by.....

Signed by for an on behalf of the Governor of Mizoram in the presence of

1.

2.

Signature of the transferror in presence of witness

1.

2.

Signature of transferee in the presence of -

1.

2.

FORM - H
MONTHLY RETURN OF MINOR MINERAL/MINERALS RAISED
{see sub-rule (3) of Rule 43}

1. Name of the lessee / permit holder with address and lease/permit no.

- 1) Name : _____
2) Address : _____
3) Ph./Mobile No. : _____
4) Permit/Lease No. : _____

2. Location of Quarry / Lease hold

- 1) Village : _____
2) RD Block : _____
3) Sub-Division : _____
4) District : _____

3. Area of the Lease hold / Quarry : _____

4. Return for the month of : _____

5.

Name of the Minor Mineral	Area of the lease hold being worked (in cu.m)	Opening stock as on the first day of the month (in cu.m)	Mineral raised during the month (in cu.m)	Pits mouth value (in Rs.)
1	2	3	4	5

Total despatched during the month		Closing stock at the end of the month (in cu.m)	Man days worked	Manpower employed	REMARKS
Qty (in cu.m)	Value (in Rs.)				
6	7	8	9	10	11

Note :

1. Every lessee or permit holder shall submit every month to the Competent Authority or his authorised agent a true and correct return for minor minerals in Form-H by the 30th day of the following month to which it relates. [Rule 43 (3)]
2. If any lessee or permit holder fails to file a return as specified in sub-rule(3)of rule 43 within the prescribed period, he shall be liable to pay as penalty a sum of Rs. 50/- for every day after expiry of the prescribed date during the period the lessee or period holder fails to furnish the required form. [Rule 45(2)].
3. If any lessee or permit holder files wrong returns or maintain incorrect accounts or fail to issue challans (Form – O), he shall be liable to a penalty of a sum of Rs. 3,000/- and also liable to have his mining lease terminated or mining authority, he shall be given a reasonable opportunity of showing cause against the same. [Rule 45 (1)]

Signature of the Lessee / Permit holder
or his authorised Agent/Manager with official seal

FORM - I
ANNUAL RETURN OF MINOR MINERALS RAISED, DESPATCHED, ROYALTY PAID, MANPOWER EMPLOYED, ETC.

(To be submitted by 30th day of April of each year for the preceding Financial Year
{ see clause (b) of sub-rule (1) of rule 17 }

1. Annual Return for the year :
2. Name of the lease with address :
3. Name of the lease-hold with address :

Name of the minor minerals worked	Area of the lease-hold (in ha)	Area under operation (in ha)	Opening stock on the first of the year (in cu.m)	Production (in cu.m)	Despatch/ Consumption (in cu.m)	Closing stock at the end of the year (in cu.m)
1	2	3	4	5	6	7

Royalty paid (in Rs.)	Manpower employed		No. of days worked	Man days worked	Average employment			Accidents Major Fatal	Dead rent paid (in Rs.)
	Male	Female			Male	Female	Total		
8	9	10	11	12	13	14	15	16	17

Surface rent paid (in Rs.)	Capital invested (in Rs.)	Cost of other inputs (in Rs.)	Remarks
18	19	20	21

FORM - J
STAR RATING TEMPLATE
{ see clause (c) of sub-rule (1) of rule 17}

(To be submitted on or before 1st of June every year for previous reporting year)

**SELF-ASSESSMENT TEMPLATE FOR STAR RATING OF
MINES OF MINOR MINERALS WITHIN MIZORAM**

REPORTING YEAR (RY) : _____

PART - A : GENERAL INFORMATION			
<i>Sl. No.</i>	<i>Particular</i>	<i>Details</i>	
1	Mining Lease/Permit No. allotted by the State Government		
2	Lease Boundary Co-ordinates (Latitudes & Longitudes)	Latitudes <input type="text"/>	Longitudes <input type="text"/>
3	Khasra/Survey Numbers		
4	RD Block/Sub Division		
5	Village		
6	District		
7	State		
8	Total Lease Area (ha)		
	(i) Forest Land (ha)		
	(ii) Private Land (ha)		
	(iii) Revenue Land (ha)		
	(iv) Pasture Land (ha)		
	(v) Others, if any (Specify) (ha)		
9	Mineral (s)		
10	Total Estimated Resources Available in the Lease Area (Mineral-wise) (cu.m)		
11	Lease Period (From - To)	dd/mm/yyyy to dd/mm/yyyy	
LESSEE DETAILS			
12	Name (In case of Company or partnership firm, please provide the name of the Company/Partnership firm along with name of Managing Director or Managing Partner, as the case may be/Name of the Mining Lease/Permit Holder in case of proprietary firm)		
13	Type of lessee (Person/Company/partnership firm/other)		
14	Address		
15	Mobile Number		
16	Email address		
WORKING DETAILS			
17	Method of Mining (Opencast/Underground/Opencast & Underground)		
18	Status of the lease on date of filling (Working/Temporary Discontinuance/Non-working/Under Suspension)		
19	No. of working days during Reporting year		

Sl. No.	Particular	Details	
20	No. of days of temporary discontinuance during Reporting Year		
21	No. of days under suspension during Reporting Year		
22	Name and contact details of the Owner/Agent/Manager responsible to ensure filling for Star Rating Template		
APPROVAL/CONSENT OBTAINED FROM GOVT. AGENCIES			
23	Details of Approved Plan Document (Extraction Plan/ Mining Plan/Scheme of Mining) by the State Govt.	Validity (up to dd/mm/yyyy) and Quantity approved.	
24	Details of Environmental Clearance Obtained	Validity (up to dd/mm/yyyy) and Quantity approved.	
25	Details of SPCB Approvals received	Validity (up to dd/mm/yyyy) and Quantity approved.	
26	Details of forest Clearance obtained, if applicable	Validity (up to dd/mm/yyyy)	
CONTRIBUTION TO GOVT. EXCHEQUER DURING REPORTING YEAR (in Rs.)			
		Amount due	Amount paid
27	Royalty Paid		
28	Dead Rent Paid		
29	Contribution to DMF, if applicable		
30	Contribution to State Exploration Trust, if applicable		

PART - B : SUSTAINABLE MINING**(Total Points 100)**

Particulars	Details (To be filled up by Lessee/Permit Holder)	Rating Points	Applicable Max points	Points scored
MODULE - I				
SYSTEMATIC AND SUSTAINABLE MINING:				
(MAXIMUM POINTS 30)				
Total Production mineral-wise during RY	Approved Quantity (cu.m) [to be filled]	Actual (cu.m) [to be filled]	> =50% to 100% (7 points) > 30 <50% (3 points) < =30% and >100% (0 Points)	7
Formation of safe and stable benches (open pit)	As per the Approved Plan Document	Yes (7 points) Up to 50% (3 points) No (0 points)	7	
Compliance of Blast Design, Safety Instruction & Restrictions for blasting	As per the Design & Guidelines approved by state DGM	Yes (7 points) Up to 50% (3 points) No (0 points)	7	
Dump Management (excluding topsoil)	As per the Approved Plan Document	Yes (7 points) Up to 50% (3 points) No (0 points)	5	
Dust Suppression measures	Transportation of mineral in covered vehicles	Yes (1 points) No (0 points)	4	
	Water sprinkling/ Protective cover	Yes (1 points) No (0 points)		
	Wet drilling	Yes (1 points) No (0 points)		
	Plantation of trees	Yes (1 points) No (0 points)		

MODULE - II					
PROTECTION OF ENVIRONMENT:					
(MAXIMUM POINTS 25)					
Topsoil Preservation its Utilization	As per the Approved Plan Document		> =80% - 100% (5 points) > 50<80% (3 points) < =50% (0 points)	5	
Compliance reporting of environmental parameters (air,water, etc.)	As per SPCB norms		> =80% - 100% (5 points) > 50<80% (3 points) < =50% (0 points)	5	
Rehabilitation and Progressive mine closure/ final mine closure	As per the Approved Plan Document		= 70 - 100% (5 points) >50<70% (3 points) >30<50% (2 points) < =20% (0 points)	5	
Total Plantation/Compensatory afforestation done as per approved document during RY	Approved Quantity (Nos)	Actual (Nos)	=80 - 100% (5 points) > 50<80% (3 points) < 30<50 (2 points) < =30% (0 Points)	5	
Survival rate of Plants during 1st year of their plantation	No. of trees/plants	Trees/plants survived after 1st year	=70 - 100% (5 points) >50<70% (3 points) >30<50% (2 points) < =20% (0 points)	5	
MODULE - III					
HEALTH SAFETY AND WELFARE OF WORKERS:					
(MAXIMUM POINTS 25)					
% of total employees/workers to whom DGMS approved Personnel Protection Equipment (PPE) i.e. Helmets, shoes, gloves & dust mask, etc. have been provided	Average total Employment	% of total employment whom PPE provided	100% (5 points) > 50<100% (2 points) < =50% (0 points)	5	
% of total employment for whom Periodical Medical Examination (PME) has been done as per Mine Rules, 1955	Average total Employment	% of total employment whom PPE provided	100% (5 points) > 50<100% (2 points) < =50% (0 points)	5	
Provision of drinking water & sanitation facilities to all workers	Details to be provided		Yes (5 points) No (0 points)	5	
Provision of basic amenities to women employees i.e. Creche, Toilet & restrooms.	Details to be provided		Yes (2 points) No (0 points)	2	
Cases of 'Silicosis' or other occupational disease detected amongst mine workers during the RY	Details to be provided		Yes (0 points) No (3 points)	3	
Provision to tackle mine hazards/rescue operation	Details to be provided		Yes (5 points) No (0 points)	5	

MODULE - IV				
STATUTORY COMPLIANCE :				
(MAXIMUM POINTS 20)				
Has obtained all required NOCs/Certificates/Permits from Govt. Depts	Details to be provided	Yes (5 points) Up to 50% (2 points) No (0 points)	5	
Rectification of all the violations pointed out by any Govt. Agencies i.e. DGM, DGMS, SPCB etc.	Details to be provided	Yes (5 points) Up to 50% (2 points) No (0 points)	5	
Appointment of Competent persons as per statute i.e. Agent/manager & blaster	Names to be provided	Yes (5 points) Up to 50% (2 points) No (0 points)	5	
Authenticated lease Sketch with Boundary Co-ordinates	Lease sketch along with Boundary co-ordinates to be provided	Yes (3 points) No (0 points)	3	
Erection of Boundary Pillars in the lease area as per rule	Details to be provided	Yes (2 points) No (0 points)	2	
Summary of Points obtained	Applicable Maximum Points	Points Scored		

OVERALL PERFORMANCE & STAR RATING

	Sum of Applicable Maximum Points in all Modules (a)	Sum of Points Scored in all Modules (b)	Percentage (b/a) X 100
Module I	30		
Module II	25		
Module III	25		
Module IV	20		
Total	100		
% Obtained			
Star Rating			

CRITERIA FOR STAR RATING

Percentage obtained	Criteria
= > 80 to 100%	5 star
= > 70 to < 80%	4 star
= > 60 to < 70%	3 star
= > 50 to < 60%	2 star
= > 25 to < 50%	1 star
< = 25%	No rating

CERTIFICATE

IS/o D/o..... Designation am authorized to fill and submit this document on behalf of lessee. It is further certified that all the above furnished information is true to the best of my knowledge and based on records.

Date:
Place:

(Name)
Agent/ Manager

INSTRUCTIONS & CHECKLIST

- a) The entire filled Template must be filled up and submitted to the Competent Authority, Directorate of Geology & Mining, Mizoram, Aizawl to award the star rating to the minor mineral mines.
- b) The State Governments shall award the rating to the minor mineral at the scale of 1 to 5 as per the template enclosed.
- c) The Confirmation of the star rating may be done by the authorized officer of the Directorate of Geology & Mining, Mizoram, Aizawl through inspection.
- d) All the qualified lessee or Permit Holder may fill up the template in English or Mizo.
- e) All the mines that have worked for 120 days and their average daily employment is 10 or more in the concerned Reporting Year, are eligible for filling up self-assessment template;
- f) Mine should not be under suspension on the day of submission of template.
- g) All the mines are to ensure filling up self-assessment template before 1st of June every year for previous reporting year duly signed by Owner/Nominated person; once submitted, template cannot be edited by the lessee.
- h) State Government may devise a procedure and nominate an authority to whom Self Assessment Template would be required to be submitted by the lessee.
- i) The minimum applicability requirement for awarding star rating for minor minerals leases to be kept at 60% of the total maximum marks i. e. items of at least 60 points in the template should be 'applicable' for the mine.
- j) The Competent Authority of Directorate of Geology & Mining, Mizoram, Aizawl may suspend the mining operations in those mines where at least 3 Star rating has not been achieved within a period of two years from the date of notification for submission of filled up Template for star rating, after giving show cause notice of 45 days, to qualify for star rating.
- k) The suspension shall be revoked only after verification through inspection of compliance of the star rating requirements for 3 star rating.
- l) State Govt. may devise a mechanism to validate, randomly by third party, for those mines that have assessed themselves for 5 star rating.
- m) Mines that have self-assessed themselves 4 or 5 star rating must have valid approved document during the RY for at least 4 months or more; in all other cases these mines will be assessed in category less than 4 star in the RY.
- n) The State Directorate will prepare the list of all five star rated mines and put up the final list on their Department's website not later than 30th September every year.
- o) Lessee must check its eligibility criteria before filling up self assessment template.
- p) Owner/Nominated Owner should sign on all the pages of the documents;
- q) Copies of all the supporting documents submitted by the lessee should be self-attested;
- r) If Lessee chooses "Not Applicable" options, he has to provide a justification for the same.

FORM - K**NOTICE OF OPENING, CLOSING OR CHANGE ETC.**
{see sub-rule (2) of rule 17}

Date.....

To

The Director,
Geology & Mining
Mizoram, Aizawl - 796 009

Sir,

I have to furnish the following particulars in respect of (name of mine/lease hold) belonging to..... (name of lessee/owner)

1. In case of new mine :-
 Village.....Rural Dev. Block.....
 Sub-Division.....Post Office.....
 Police Station.....District.....
2. In case of change of name of mine :-
 Old name of mine
 Date of change.....
 New name.....
3. Name of Postal Address of
 (a) Lessee/Owner.....
 (b) Authorised Agent, if any.....
 (c) Manager, if any.....
 (d) In case of change, date of change.....
4. (1) Name and qualification of manager whose appointment is terminated who is appointed.
 (2) Date of appointment/termination of appointment.
5. Date on which it is intended to open/re-open/abandon/discontinue the mine :
6. Actual date of opening/re-opening/abandonment/discontinuance of the mine :
7. Name of the mineral/s to be worked :
8. (1) Maximum depth of open cast excavation measured from its highest to its lowest point :
 (2) Date when depth first reached 6 metres :
9. Number of persons employed in the mine :
10. (1) Date when explosive were first used :
 (2) Amount and type of explosives used :
 (in connection with mining operations)

Yours faithfully

Signature with official seal
of Lessee/Agent/Manager

FORM - L
{see rule - 31}

**FORM OF MINING PERMIT FOR MINOR MINERALS TO BE ISSUED
UNDER THE MIZORAM MINOR MINERALS (CONCESSION AND PREVENTION OF
ILLEGAL MINING) RULES, 2023**

Mining Permit No..... of 20.... Date of issue.....
Name & Address of the Permit Holder.....
House No. Mobile No.

I.

Name of locality/Village Land Pass No.	
Date of expiry of the permit	
Name and description of Minor Mineral	
Purpose for which it will be used	
Amount of security deposit and Bank Draft No./Cash Receipt No.	
Quantity of minor minerals to be removed	
Rate of royalty	
Total amount paid	

II. GPS Location : _____

III. Area in sq.m./ha : _____

IV. Enclosed the Extraction Plan duly approved by Competent Authority.

V. Safety Instructions and Restrictions with Special Conditions :

Competent Authority

CONDITIONS FOR MINING PERMIT

1. Minor Minerals shall have to be removed within the prescribed time limit.
2. Quarrying is not allowed beyond the depth of 3 metres (10 ft.) from the surface; permit holders shall have to obtain the approval of the Competent Authority for digging below three metres from the surface.
3. Compensation, if any, shall have to be paid for damage to the land covered by the permit.
4. Felling of trees is not allowed without prior permission of the Competent Authority.
5. Surface operation shall not be done on any public, prohibited and restricted place.
6. Every type of accident shall be reported to the Competent Authority.
7. The party shall be liable to indemnify the claims of the third parties. State Government shall not be responsible for such claims in any way.
8. The minerals left after cancellation of the permit shall be forfeited to the Government and the same shall be deemed to be Government property.
9. No excess quantity of minerals beyond this permit shall be removed without obtaining prior permission; otherwise the permit holder shall be liable for action under sub-rule (1) of Rule 31 of the Mizoram Minor Minerals (Concession and Prevention of Illegal Mining) Rules, 2023.
10. Proper account for the extraction and removal shall be maintained in the prescribed form and a monthly return shall be submitted within the month following.
11. Transit Challans in the prescribed form shall have to be issued for the minerals to be despatched or sold from the area.

N.B : Breach of any of the condition noted above is liable for cancellation of the permit, forfeiture of the minerals extracted and such other action as may be deemed necessary.

FORM - M
{see Rule - 32}

FORM OF APPLICATION FOR MINING PERMIT

No.....

Date.....

To

.....
.....
.....

Sir,

I/We request that a mining permit under the Mizoram Minor Minerals (Concession and Prevention of Illegal Mining) Rules, 2023 be granted to me/us.

A non-refundable sum of Rs.500/- being the fee in respect of this application has been deposited in the Department for remittance to Government Treasury and a sum of Rs. 2,000/- or an amount fixed by the Government from time to time in respect of Pre-feasibility Study expenses vide clause (a) and (c) respectively of sub-rule 1 of rule 32 of the said rules.

The following particulars are enclosed :-

- (1) Clearance Certificate of payment of mining dues.
- (2) Written consent of the land owner from which minor mineral is to be extracted, if the land from which minor mineral is to be extracted is private land.
- (3) Self Declaration in Form-Q in case of submission of Letter of Attorney.
- (4) "No Objection Certificate" for undertaking mining operation has to be obtained from the Local Council/Village Council/District Council in writing;
- (5) "No Objection Certificate" from concerned PWD or any other Road Construction Agencies if the applied site for Mining Permit lies within a distance of 100m from National Highway, State Highway and Major District Roads.
- (6) Mineral which the applicant intends to mine.
- (7) Quantity of minor mineral/s to be extracted.
- (8) Period during which the extraction of the minor mineral/s shall be completed.

I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details as may be required by you. I/We do hereby further declare that I/We shall adhere to the terms and conditions as indicated in the rules and any other condition imposed by the Competent Authority.

Applicant's name & Address :

Yours faithfully,

Signature of applicant

FORM - N
{see rule - 35}

APPLICATION FOR REVISION
(to be submitted in duplicate)

To

.....
.....

Sir,

I/We appeal to you for revision of grant of mining lease/permit as detailed below :

- 1. Name and address of individual/s, firm or company applying for revision:
- 2. Profession of applicant :
- 3. No. and date of order of the Competent authority against which the revision has been filed :
- 4. Mineral or minerals for which revision application if filed:
- 5. Details of the area in respect of which the revision application is filed :

District	Sub-Division	R.D. Block	Village	Land Pass No.	Area

6. Whether application fee of Rs. 100/- has been deposited in the Government Treasury ? If so, Treasury receipt in original should be attached:
7. Whether the revision application has been filed within two months of the date of communication of the order passed by Competent Authority, Government of Mizoram.

If not, the reasons for not presenting it within the prescribed limit may be stated :

8. Name and complete address of party/parties impleaded :
9. Number of copies of petition added :
10. Ground for revision :

Yours faithfully,

Place.....

Date.....

Signature and designation
of the applicant

FORM - O

{see sub-rule(1) of rule 43}

FORM OF CHALLAN FOR TRANSPORT OF MINOR MINERALS

No.....

Date.....

1. Name and address of the Lessee/
Mining Permit Holder :
2. Details of the Mining Lease/Permit :
3. Name of Minor Mineral(s) :
4. Name and address of the persons/
contractors to whom material has
been sent and supplied :
5. Quantity in cu.m. :
6. Truck/Carrier Regn. No. :
7. Name and address of the driver in
case the minor mineral is to be
transported by road. :
8. Place of delivery of materials :
9. Date and time of despatch :

Seal of Competent Authority

Signature of lessee/permit holder

FORM- P
{see sub-rule (4) of rule 32}

APPLICATION FOR EXTENSION OF MINING PERMIT

Received at..... (place)
at..... (hour)
on..... (date)

Dated the...../...../20.....

Initial of Receiving Officer

To

.....
.....

Sir,

1. I/We request for extension of my/our Mining Permit under the Mizoram Minor Minerals (Concession and Prevention of Illegal Mining) Rules, 2023.
2. A non-refundable sum of Rs.500/- being the fee in respect of this application has been deposited in the Department for remittance to Government Treasury.
3. The required particulars are given below:
 - (a) The Particulars of the Mining Permit granted earlier
 - (1) Name of minor minerals of which extension is desired:
 - (2) Mining Permit No.:
 - (3) Validity of last Mining Permit:
 - (4) Whether Extraction Plan Prepared: Yes / No
 - (5) Explosive Licence No.:
 - (6) Validity of Explosive Licence:
 - (7) Whether Blast Design prepared: Yes / No
 - (8) Whether cleared the Mining dues: Yes / No
 - (9) No. of extension : 1st Renewal/2nd Renewal
 - (10) Any other details on previous Permit:
 - (b) Period for which extension of Mining Permit is required:
 - (c) The area applied for extension:
 - (d) Any other description of the area applied for extension:
 - (e) Name of the applicant with complete address:

Name of the applicant
Full Address of the applicant.....
Telephone No.
Mobile No.

FORM -Q

{ see rule 6 (2) (b), rule 29 (1) (b) and rule 34 (7)(b) }

**SELF-DECLARATION FOR GETTING SERVICES FROM GOVERNMENT
DEPARTMENTS UNDER THE STATE GOVERNMENT**

(The written declaration as given hereunder will be included at the end of the application form for seeking the services)

I _____ Son/Daughter of _____ Age _____
_____ years, resident of _____ District _____
Mizoram, hereby declare that the information given above and in the enclosed documents is true to the best of my knowledge and belief and nothing has been concealed therein.

I am well aware of the fact that if the information given by me is proved false/not true, I will have to face the punishment as per the provisions in Sections 177, 193, 197, 198, 199 & 200 of the Indian Penal Code and such other laws as applicable. Also, all the benefits availed by me shall be summarily withdrawn.

Place : _____

(_____)
Name & Signature of the applicant

Date : _____

Contact No : _____

FORM R
{see sub-rule (2) of rule 46}

SEIZURE MEMO

To

Take Notice that the following minor minerals/equipment which were involved in the illegal Mining committed under the Mizoram Minor Minerals (Concession and Prevention of Illegal Mining) Rules, 2023 is/are seized from you on _____

You are hereby informed to submit a written representation or a personal hearing or remit the Royalty/Penalty for the said value of the seized minerals plus the Minor Minerals consumed already to the office of Director, Geology & Mining, Mizoram, Aizawl, within 30 days from the date of issue of this letter, failing which the matter will be decided ex parte.

(1) Case of Offence _____

(2) Detailed of Minor Mineral(s)/equipment seized:

- a) Place of Seizure _____
- b) Date & Time: _____
- c) Name of mineral : _____
 - (i) Quantity _____ cu.m .
 - (ii) Amount Rs. _____ /- @ Rs. _____ per cu.m
- d) Equipment/Instruments _____

(3) Name & Address of person under whose custody the seized minerals/ equipment has been kept _____
Phone No. _____ Signature _____

(4) Name & Address of witnesses with their signature

- a) _____
- b) _____

(_____)
Name & Signature of Officer seizing the minor minerals.

I certified that the seizure details mentioned above are correct

(_____)
Name Signature of the violator

FORM - S
{ see rule 40 }

To

The Director
Geology & Mining
Mizoram: Aizawl

Subj:- Blast Design with Safety Instructions & Restrictions & NOC application.

Sir,

In order to carry on mining activities with blasting in my Stone Quarry I am applying Explosive Licence to PESO/District Magistrate, _____ District. For this I need Blast Design with Safety Instructions & Restrictions and NOC and you are requested to prepare and issue the same at the earliest.

A non-refundable sum of Rs.500/- being the fee in respect of this application has been deposited in the Department for remittance to Government Treasury and a sum of Rs. 2,000/- or an amount fixed by the Government from time to time in respect of Pre-feasibility Study expenses vide rule 40 of the said Rules is hereby deposited.

Details of Mining Lease / Permit:

1. Mining Lease / Permit No : _____
2. Location of Quarry : _____
3. GPS Location : _____
4. District : _____

I shall be obliged if you consider my application.

*Enclosures: (1) NOC from concerned Local Council / Village Council
(2) NOC from concerned Branch YMA / YLA / MTP
(3) NOC from concerned PWD/NH Authority
(4) Police Verification Report
(5) Stone Test Result.*

Yours faithfully,

Name : (_____)

Address : _____

District : _____

Ph/Mobile No: _____

Place : _____

Date : _____

THE SECOND SCHEDULE {see clause (a) of sub rule (1) of 17 and rule 28}		
¹Rates of Royalty		
Sl. No.	Name of Minor Mineral	Rates of Royalty (in Rs.)
1	Sand stone including building stones, dimensional stones etc.	80 per cu.m
2	Gravel	100 per cu.m
3	Ordinary Clay	30 per cu.m
4	Sand	100 per cu.m
5	Boulder	80 per cu.m
6	Shingle	80 per cu.m
7	Chalcedony or impure quartz pebbles	80 per cu.m
8	Limeshell/Shell limestone when used for tiles, slabs, decorative stones etc.	100 per cu.m
9	Kankar for building & construction purpose	90 per cu.m
10	Limestone for building & construction purpose	90 per cu.m
11	Murram	30 per cu.m
12	Brick Earth	30 per cu.m
13	Fullers Earth	40 per cu.m
14	Bentonite	50 per cu.m
15	Road Metal	80 per cu.m
16	Rehmatii	30 per cu.m
17	Slate	30 per cu.m
18	Shale	80 per cu.m
19	Marble	100 per cu.m
20	Stone used for making household utensils	100 per cu.m
21	Quartz for building materials, road metals etc.	100 per cu.m
22	Salt petre	90 per cu.m
23	Siltyshale	80 per cu.m
24	Ordinary earth (when use for filling of leveling in construction or embankments, road, railways, building etc.)	20 per cu.m
25	All minor minerals transported outside Mizoram State	3 times the normal rates of royalty
¹ (vide The Mizoram Gazette Vol-LI Issue No. 85 dated 1.2.2022)		
Note:	The above rate is liable to be revised and amended from time to time by the State Government by Notification in the Mizoram Gazette.	

THIRD SCHEDULE
{clause (f) of sub-rule (1) of rule 17}

DEAD RENT

Period of the Mining Lease	Rate of dead rent per hectare per annum
1. First year of the lease	Nil
2. Second year onwards	Rs. 10,000.00

Competent Authority
Geology & Mining, Mizoram

Note : The above rate is liable to be revised and amended from time to time by the Government by Notification in the Mizoram Gazette.