

सेवा में,

राष्ट्रीय हरित न्यायाधिकरण (प्रधान बेंच/ज्यूडीशियल बेंच)
जे-6, 9जे + एफ-7X, फरीद कोट हाउस, कापरनिकस मार्ग,
नियर इण्डिया गेट, नई दिल्ली-110001.

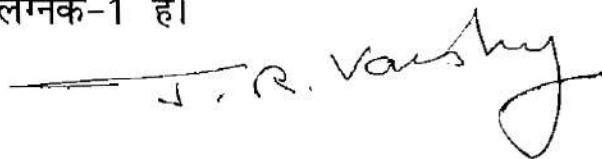
विषय-मूल प्रार्थना पत्र नं0-203/2021 देवी दास खत्री बनाम यूनियन
ऑफ इण्डिया एण्ड अदर्स सुनवायी तिथि एवं आदेश दिनांक
19.01.2021 के अनुपालन सिलिका सैण्ड खनन पट्टा के लिस्ट
के क्रम संख्या-14 के सम्बन्ध में जवाब प्रार्थना पत्र एवं
शपथपत्र:-

महोदय,

जवाब प्रार्थना पत्र मिनजानिब जितेन्द्र राय वाष्ण्य पुत्र स्व0
फूलचन्द्र वाष्ण्य निवासी 44/2 लाउदर रोड, थाना जार्जटाउन, तहसील
सदर, जनपद प्रयागराज निम्नलिखित है:-

1. यह कि प्रार्थी/पट्टाधारक के पक्ष में सिलिका सैण्ड मूल खनन
पट्टा मिनरल कन्शेसन रूल-1960 के अन्तर्गत ग्राम जनवा
तहसील बारा, जनपद प्रयागराज (इलाहाबाद) क्षेत्रफल 120 एकड़
राज्य सरकार द्वारा स्वीकृत किया गया था, जो मूल सिलिका
सैण्ड खनन पट्टा की अवधि 30.12.1970 से 30.12.1990 तक
के लिए था, जो समाप्त हो गया था। मूल खनन पट्टा की
छायाकापी संलग्नक-1 है।

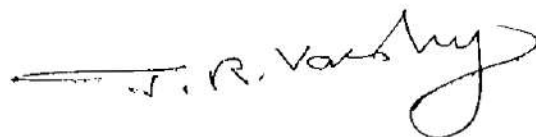
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2. यह कि प्रार्थी/पट्टाधारक द्वारा मिनरल कन्शेसन रूल-1960 के अन्तर्गत नवीनीकरण हेतु आवेदन किया, जो ग्राम जनवा तहसील बारा, जनपद प्रयागराज (इलाहाबाद) क्षेत्रफल 97.00 एकड़ का नवीनीकरण राज्य सरकार द्वारा प्रथम नवीनीकरण का डीड 01.05.1993 को तैयार करके पट्टेधारक को दिया गया, जो 30.12.1990 से 10 वर्ष के लिए नवीनीकरण किया गया अर्थात् 30.12.2000 को प्रार्थी/पट्टाधारक का सिलिका सैण्ड का खनन पट्टा समाप्त हो गया। प्रथम नवीनीकरण की डीड की छायाकापी संलग्नक-2 है।
3. यह कि प्रार्थी/पट्टाधारक सिलिका सैण्ड का खनन पट्टा मेजर मिनरल कन्शेसन रूल-1960 के अन्तर्गत आता था, जो वर्तमान समय में सिलिका सैण्ड सरकारी गजट 30प्र0, लखनऊ 29 जून 2016 के गजट के अनुसार भारत सरकार के नोटीफिकेशन नं०-एस0ओ0-423(1) दिनांक 10.2.2015 मेजर मिनरल से माइनर मिनरल के अन्तर्गत आने लगा है अर्थात् 30प्र0उप खनिज (परिहार) नियमावली 2021 के अन्तर्गत आता है।
4. यह कि प्रार्थी/पट्टाधारक सिलिका सैण्ड का खनन पट्टा समाप्त होने के बाद वर्तमान समय में कोई भी खनन पट्टा प्रार्थी के न नाम नहीं है और न ही सम्पूर्ण 30प्र0भर में कोई भी खनन

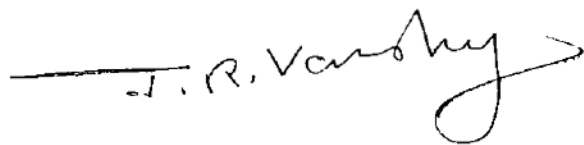
पट्टा धारित नहीं करता है और न ही कोई खनन कार्य करता है।

5. यह कि प्रार्थी उ०प्र०उप खनिज (परिहार) नियमावली-2021 एवं मिनरल कन्शेसन रूल-1960 के अन्तर्गत प्रार्थी के विरुद्ध किसी भी प्रकार का कोई मुकदमा किसी भी थाने में न तो पंजीकृत है और न ही किसी भी न्यायालय में कोई भी मुकदमा विचाराधीन है और न ही किसी भी न्यायालय से दोषी ठहराया गया है और न ही कोई आपराधिक इतिहास है और न ही प्रार्थी/पट्टाधारक को ब्लैक लिस्टेड किया गया है।
6. यह कि प्रार्थी/पट्टाधारक के विरुद्ध खनन विभाग व राज्य सरकार द्वारा कोई भी कानूनी कार्यवाही नहीं किया गया है और न ही काली सूची में डाला गया है।
7. यह कि प्रार्थी/पट्टाधारक ज्येष्ठ खनन अधिकारी, प्रयागराज को दिनांक 25.08.2022 ई० को शपथ पत्र के माध्यम से कहकर आया है कि प्रार्थी/पट्टाधारक के नाम से प्रयागराज व किसी भी जनपद में सिलिका सैण्ड का खनन पट्टा समाप्त होने के बाद कोई खनन पट्टा नहीं है। शपथपत्र की फोटोकापी संलग्नक-3 है।



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8. यह कि प्रार्थी/पट्टाधारक का सिलिका सैण्ड का खनन पट्टा समाप्त होने के बाद नो-ड्यूज प्रमाण पत्र तहसीलदार सदर, प्रयागराज से दिनांक 13.09.2011 व जिलाधिकारी प्रयागराज के खनन अनुभाग से बकाया न होने के सम्बन्ध में दिनांक 07.06.2007 को नो-ड्यूज प्रमाण पत्र ले लिया था। नो-ड्यूज प्रमाण पत्र की छायाकापी संलग्नक-4 व 5 है।
9. यह कि प्रार्थी/पट्टाधारक द्वारा सिलिका सैण्ड का खनन पट्टा के सम्बन्ध में ऑडिट आपत्ति 1999 से 2000, 2000 से 2001 तक के अन्दर रॉयल्टी मु0 5,600/- रुपया चालान के माध्यम से जमा करके दिनांक 29.06.2020 को प्रार्थना पत्र के माध्यम से प्राप्त करा दिया था। प्रार्थना पत्र की छायाकापी संलग्नक-6 है।
10. यह कि प्रार्थी/पट्टाधारक के विरुद्ध खनन विभाग द्वारा सिलिका सैण्ड से सम्बन्धित कभी भी अवैध खनन एवं परिवहन का आरोप नहीं लगाया गया है और न ही अवैध खनन एवं परिवहन से सम्बन्धित कभी भी कोई प्रथम सूचना की रिपोर्ट दर्ज नहीं किया गया है।

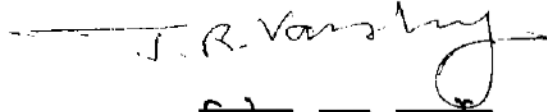


11. यह कि प्रार्थी/पट्टाधारक माननीय न्यायालय के आदेश के अनुपालन में अपना पक्ष रखते हुए अपना जवाब पैरावाइज के साथ प्रार्थना पत्र व शपथपत्र के माध्यम से दे रहा है।

अतः श्रीमान् जी से विनम्र प्रार्थना/अनुरोध है कि माननीय न्यायालय के आदेश दिनांक 19.01.2021 के आदेश के अनुपालन में जवाब प्रार्थना पत्र व शपथपत्र दे रहा है, जिसे देखते हुए प्रार्थी/पट्टाधारक के विरुद्ध किसी भी प्रकार का कोई आदेश पारित न करने की कृपा की जाय, अन्यथा प्रार्थी/पट्टाधारक की अपूर्णनीय क्षति होगी।

प्रार्थी/पट्टाधारक

दिनांक: 14-03-2024



जितेन्द्र राय वाष्णीय

पुत्र स्व० फूलचन्द्र वाष्णीय
निवासी 44/2 लाउदर रोड,
थाना जार्जटाउन, तहसील सदर,
जनपद प्रयागराज,
जरिये अधिवक्ता सीनियर एडवोकेट
सुभाष चन्द्र सिंह, इलाहाबाद,
मो०नं०-9415613592

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समक्ष,

राष्ट्रीय हरित न्यायाधिकरण (प्रधान बेंच/ज्यूडीशियल बेंच)

जे-6, 9जे + एफ-7, फरीद कोट हाउस, कापरनिकस मार्ग,
नियर इण्डिया गेट, नई दिल्ली-110001.

विषय-मूल प्रार्थना पत्र नं०-203/2021 देवी दास खत्री बनाम यूनियन
ऑफ इण्डिया एण्ड अदर्स सुनवायी तिथि एवं आदेश दिनांक
19.01.2021 के अनुपालन सिलिका सैण्ड खनन पट्टा के लिस्ट
के क्रम संख्या-14 के सम्बन्ध में जवाब प्रार्थना पत्र एवं
शपथपत्र:-

शपथपत्र मिनजानिब जितेन्द्र राय वाष्ण्य पुत्र स्व० फूलचन्द्र वाष्ण्य
निवासी 44/2 लाउदर रोड, थाना जार्जटाउन, तहसील सदर, जनपद
प्रयागराज निम्नलिखित है:-



यह कि शपथकर्ता के पक्ष में सिलिका सैण्ड मूल खनन पट्टा
मिटरल कन्शेसन रूल-1960 के अन्तर्गत ग्राम जनवा तहसील
बारा, जनपद प्रयागराज (इलाहाबाद) क्षेत्रफल 120 एकड़ राज्य
सरकार द्वारा स्वीकृत किया गया था, जो मूल सिलिका सैण्ड
खनन पट्टा की अवधि 30.12.1970 से 30.12.1990 तक के
लिए था, जो समाप्त हो गया था। मूल खनन पट्टा की

छायाकापी संलग्नक-1 है।

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2. यह कि शपथकर्ता द्वारा मिनरल कन्शेसन रूल-1960 के अन्तर्गत नवीनीकरण हेतु आवेदन किया, जो ग्राम जनवा तहसील बारा, जनपद प्रयागराज (इलाहाबाद) क्षेत्रफल 97.00 एकड़ का नवीनीकरण राज्य सरकार द्वारा प्रथम नवीनीकरण का डीड 01.05.1993 को तैयार करके पट्टेधारक को दिया गया, जो 30.12.1990 से 10 वर्ष के लिए नवीनीकरण किया गया अर्थात् 30.12.2000 को शपथकर्ता का सिलिका सैण्ड का खनन पट्टा समाप्त हो गया। प्रथम नवीनीकरण की डीड की छायाकापी संलग्नक-2 है।

3. यह कि शपथकर्ता सिलिका सैण्ड का खनन पट्टा मेजर मिनरल कन्शेसन रूल-1960 के अन्तर्गत आता था, जो वर्तमान समय में सिलिका सैण्ड सरकारी गजट उ0प्र0, लखनऊ 29 जून 2016 के गजट के अनुसार भारत सरकार के नोटिफिकेशन नं0-एस0ओ0-423(1) दिनांक 10.2.2015 मेजर मिनरल से माइनर मिनरल के अन्तर्गत आने लगा है अर्थात् उ0प्र0उप खनिज (परिहार) नियमावली 2021 के अन्तर्गत आता है।

4. यह कि शपथकर्ता सिलिका सैण्ड का खनन पट्टा समाप्त होने के बाद वर्तमान समय में कोई भी खनन पट्टा प्रार्थी के न नाम

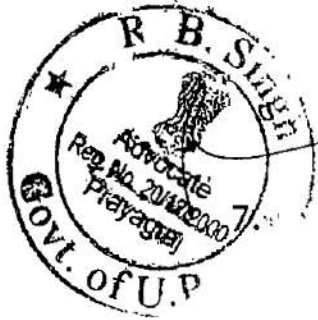


J. R. Vashy

नहीं है और न ही सम्पूर्ण 30प्र0भर में कोई भी खनन पट्टा धारित नहीं करता है और न ही कोई खनन कार्य करता है।

5. यह कि प्रार्थी 30प्र0उप खनिज (परिहार) नियमावली-2021 एवं मिनरल कन्शेसन रूल-1960 के अन्तर्गत प्रार्थी के विरुद्ध किसी भी प्रकार का कोई मुकदमा किसी भी थाने में न तो पंजीकृत है और न ही किसी भी न्यायालय में कोई भी मुकदमा विचाराधीन है और न ही किसी भी न्यायालय से दोषी ठहराया गया है और न ही कोई आपराधिक इतिहास है और न ही शपथकर्ता को ब्लैक लिस्टेड किया गया है।

6. यह कि शपथकर्ता के विरुद्ध खनन विभाग व राज्य सरकार द्वारा कोई भी कानूनी कार्यवाही नहीं किया गया है और न ही काली सूची में डाला गया है।



यह कि शपथकर्ता ज्येष्ठ खनन अधिकारी, प्रयागराज को दिनांक 25.08.2022 ई0 को शपथ पत्र के माध्यम से कहकर आया है कि शपथकर्ता के नाम से प्रयागराज व किसी भी जनपद में सिलिका सैण्ड का खनन पट्टा समाप्त होने के बाद कोई खनन पट्टा नहीं है। शपथपत्र की फोटोकापी संलग्नक-3 है।

J. R. Varshy

8. यह कि शपथकर्ता का सिलिका सैण्ड का खनन पट्टा समाप्त होने के बाद नो-ड्यूज प्रमाण पत्र तहसीलदार सदर, प्रयागराज से दिनांक 13.09.2011 व जिलाधिकारी प्रयागराज के खनन अनुभाग से बकाया न होने के सम्बन्ध में दिनांक 07.06.2007 को नो-ड्यूज प्रमाण पत्र ले लिया था। नो-ड्यूज प्रमाण पत्र की छायाकापी संलग्नक-4 व 5 है।

9. यह कि शपथकर्ता द्वारा सिलिका सैण्ड का खनन पट्टा के सम्बन्ध में ऑडिट आपत्ति 1999 से 2000, 2000 से 2001 तक के अन्दर रॉयल्टी मु0 5,600/- रुपया चालान के माध्यम से जमा करके दिनांक 29.06.2020 को प्रार्थना पत्र के माध्यम से प्राप्त करा दिया था। प्रार्थना पत्र की छायाकापी संलग्नक-6



यह कि शपथकर्ता के विरुद्ध खनन विभाग द्वारा सिलिका सैण्ड से सम्बन्धित कभी भी अवैध खनन एवं परिवहन का आरोप नहीं लगाया गया है और न ही अवैध खनन एवं परिवहन से सम्बन्धित कभी भी कोई प्रथम सूचना की रिपोर्ट दर्ज नहीं किया गया है।

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George Town
ALLAHABAD-211002

11. यह कि शपथकर्ता माननीय न्यायालय के आदेश के अनुपालन में अपना पक्ष रखते हुए अपना जवाब पैरावाइज के साथ प्रार्थना पत्र व शपथपत्र के माध्यम से दे रहा है।

मैं शपथकर्ता सशपथ तसदीक करता हूँ कि शपथ पत्र की धारा-1 लगायत 11 मेरे निजी जानकारी में सच व सही है। इसमें न कुछ झूठ है और न कुछ छिपाया गया है।

शपथकर्ता

दिनांक:

J. R. Varshney

जितेन्द्र राय वाष्णेय

पुत्र स्व० फूलचन्द्र वाष्णेय

निवासी 44/2 लाउदर रोड,

थाना जार्जटाउन, तहसील सदर,

जनपद प्रयागराज,

जरिये अधिवक्ता सीनियर एडवोकेट

सुभाष चन्द्र सिंह, इलाहाबाद,

मो०नं०-9415613592

SOLEMNLY AFFIRMED

on.....
/Smt.....
Identified by.....
Advocate to whom his/her affidavit are
true and correct Which is here by
Verified and attested
Sl: No.....

R.B. Singh
R.B. Singh
Advocate/Notary
Allahabad

R.B. Singh
R.B. Singh
Advocate/Notary
Pravagra

J. R. VARSHNEY
44/2 Lowther Road
George Town
ALLAHABAD-211002



MODEL FORM OF MINING LEASE

(See Rule 31)

THIS INDENTURE made this ^{14th} ~~th~~ day of ^{December} ~~December~~ 1970...
 corresponding to ^{ninth} ~~th~~ day of ^{Poush} ~~December~~ 1892, 1892 saka era
 between the Governor of Uttar Pradesh (hereinafter to as
 the State Government which expression shall where the
 context so admits be deemed to include the successors
 and assigns) of the one part and Jitendra Rai Varshney
 son of P.C. Varshney r/o 377, Rani Mandi, Allahabad (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), ~~of the other part.~~

J.R. Varshney
 When the
 lessee is
 an
 individual

WHEREAS THE lessee has applied to the State Government
 in accordance with the Mineral Concession Rules, 1960
 (hereinafter referred to as the said rules) for a mining
 lease for ^{Silica Sand} in respect of the lands
 described in part I of the Schedule hereunder written
 and has deposited with the State Government the sum of
 Rs. 1,000/- as security and the sum of Rs. 500/- for meeting
 the preliminary expenses for a mining lease (and WHEREAS
 the Central Government has approved the grant of the lease)

WITNESSETH that in consideration of the rents and

J.R. Varshney

EMICALS & FER-Cash-
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2.

royalties, covenants and agreements by and in these presents and the Schedule hereunder written reserved and contained and on the part of the lessee to be paid observed and performed, the State Government (with the approval of Central Government) hereby grants and demises unto the lessee.

All those the mines beds/veins seams of SILICA SAND (hereinafter and in the schedule referred to as the said Mineral) or situated lying and being in or under the lands which are referred to in Part I of the said Schedule, together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith, ^{by J.R. Varshney} which are mentioned in Part II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part IV of the said Schedule to HOLD the premises hereby granted and demised unto the lessee from the ^{by J.R. Varshney} ~~thirteenth~~ day of ^{by J.R. Varshney} ~~December~~ 1970, for the term of TWENTY years then next ensuing YIELDING AND PAYING therefor unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule

J. R. Varshney



3.

and the lessee hereby covenants with the State Government as in Part VII of the said S.chedule is expressed and the State Government hereby covenants with the lessee as in Part VIII of the said S.chedule as expressed AND it is hereby ^{by J.R. Varsley} mutually agreed between the parties hereto as in Part IX of the said S.chedule is expressed.

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

The Schedule above referred to :

PART I

THE AREA OF THIS LEASE

Location and area of the lease: All that tract of lands situated at village Jauwan in (Pargana) Bara in the Registration District of Allahabad, Sub-District Karonana and Thana Shankergarh bearing Cadastral Survey Nos. (Forest Area) containing an area of 128-00 acres or thereabouts delineated on the plan hereto annexed and thereon coloured red and bounded as follows :

- On the North by ^{by J.R. Varsley} Biharua village boundary which is along a small nala.
- On the South by ^{by J.R. Varsley} the first bifurcating nala from the nala forming Biharua boundary.
- On the East by ^{by J.R. Varsley} Vill. Biharua boundary which is along a nala.
- On the West by ^{by J.R. Varsley} and ^{by J.R. Varsley} Kishian foot-path and a small hillock and by M.L. area of Sri Narain Dal.

J.R. Varsley

Karain

hereinafter referred to as 'the said lands.'

PART II.

Liberties, Powers and Privileges to be exercised and enjoyed by the lessee subject to the restrictions and conditions in Part III.

To enter upon land and search for, win, work etc.

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

To sink, drive and make pits shafts and inclines etc.

2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive, make, maintain, and use in the said lands any pits, shafts, inclines, drifts, levels, water ways, air ways and other works (and to use maintain deepen or extend any existing works of the like nature in the said lands).

To bring to use machinery, equipment etc.

3. Liberty and power for or in connection with any of the purposes mentioned in this part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, furnaces, coke oven, brick kilns, workshops, store-houses, bungalows, godowns, sheds, and other buildings and other works and conveniences of the like nature on or under the said lands.

To make roads and ways etc. and use existing roads and ways.

4. Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads, aircrafts landing grounds and other ways in or over the said lands and to use maintain and go and repass with or without horses cattle wagons aircrafts locomotives or other vehicles over the same

J. R. Varduy

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(or any existing tramways, railways, roads and other ways in or over the said lands) on such conditions as may be agreed to.

To get
Building and
road materials
etc.

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 tiles but not to sell any such material, bricks or tiles.

To use water
from streams
etc.

6. Liberty and power for or in connection with any of the purpose mentioned in this part but subject to the rights of any existing or future lessee and with the written permission of Collector, Allahabad (hereinafter called the Collector) to appropriate and use water from any streams, water courses, springs or other sources in or upon the said land and to divert step up or dam any such stream or water course and collect or impound any such water and to make construct and maintain any water course culverts drains or reservoirs but not as to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs. Provided that the lessee shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.

To use land
for stacking
heaping deposit-
ing purposes.

7. Liberty and power to enter upon and use a sufficient part of the surface of the such lands for the purpose of stacking heaping storing or depositing therein any produce of the mines or works carried on and any tools equipment^{by J.R. Varsly} earth and materials and substances

J. R. Varsly

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dug or raised under the liberties and powers mentioned in this part.

By J.R. Varshay
Beneficiation and conveying away of production.

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

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 clause 3 of Part III of this Schedule to clear undergrowth and brushwood and to fell and utilise any trees or timber standing or found on the said lands provided that the Collector or the State Government may ask the lessee to pay for any trees or timber felled and utilised by him at the rates specified by the Collector or the State Government.

PART III.

RESTRICTIONS AND CONDITIONS AS TO THE EXERCISE OF THE LIBERTIES, POWERS AND PRIVILEGES IN PART II.

No building etc. upon certain places.

1. No building or thing shall be erected set up or placed and no surface operations shall be carried on in or upon any public pleasure ground burning or burial ground or place held sacred by any class of persons or any house or village site public road or other place which the State Government may determine as public ground nor in such a manner as to injure or prejudicially effect any buildings works 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 this lease. The lessee shall not also

Revised

J.R. Varshay

interfere with any right of way, well or tank.

Permission for surface operations in a land not already in use.

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

To cut trees in unreserved lands.

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

To enter upon reserved forests.

4. Notwithstanding anything in this Schedule contained the lessee shall not enter upon any reserved forest included in the said lands without previous sanction in writing of the Divisional Forest Officer nor fell cut and use any timber or trees without obtaining the sanction in writing of that officer nor otherwise than in accordance with such conditions as the State Government may prescribe.

No mining operations within 50 ^{J.R. Varsley} metres of public works etc.

5. The lessee shall not work or carry on or allow to be worked or carried on any mining operations

J. R. Varsley

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at or to any point within a distance of 50 metres from any Railway line except with the previous written permission of the Railway Administration concerned or from any reservoir, canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Collector or any other Officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions, restrictive and condition either general or special which may be attached to such permission. The said distance of 50 metres shall be measured in the case of Railway Reservoir or canal horizontally from the outer toe of the bank or the outer edge of the ^{by J.R. Varshney} cutting as the case may be and in case of a building horizontally from the plinth thereof. In the case of village roads no working shall be carried on within a distance of 10 metres of the outer edge of the cutting except with the previous permission of the Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission.

EXPLANATION.

For the purposes of this clause the expression 'Railway Administration' shall have the same meaning as it is defined to have in the Indian Railway Act, 1890, by clause (6) of Section ^{by J.R. Varshney} 3 of that Act. 'Public Road' shall mean a road which has been constructed by artificially surfaced as distinct from a track resulting

J. R. Varshney

Revised

from repeated use. Village road will include any track shown in the Revenue record as village road.

Facilities for holders of adjoining Licences and Leases.

6. The lessee shall allow existing and future holders of Government licences or leases over any land which is comprised in or adjoins or is reached by the land held by the lessee reasonable facilities of access thereto.

PROVIDED THAT no substantial hindrance or interference shall be caused by such holders of licences or leases to the operations of the lessee under these presents, and if any controversy regarding such substantial hindrance and interference arises, the decision of the State Government or any officers authorised in that behalf shall be final.

Provided also that fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee for all loss and damage sustained by the lessee by reason of the exercise of this liberty.

Storing low grade ore for future beneficiation.

7. In the absence of ready market for low grade ores or such ore which may not be in demand in the market, the lessee shall properly store such material for future beneficiation.

PART IV.

LIBERTIES POWERS AND PRIVILEGES RESERVED TO THE STATE GOVERNMENT-

To work other minerals.

1. Liberty and power for the State Government or to any lessee or persons authorised by it in that behalf to enter into and upon the said lands and to search for, win, work, dig, get, raise, dress, process, convert and carry away minerals other than the said minerals and any other substances and for those purposes to sink, drive, make, erect, construct, maintain and

J.R. Vardley

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use such pits, shafts, inclines ^{J.R. Vansly} drifts levels and other lines, waterways, airways, water courses, drains, reservoirs, engines, machinery, plant, buildings, canals, tramways, railways, roadways and other works and conveniences as may be deemed necessary or convenient.

PROVIDED THAT in the exercise of such liberty and power no substantial hinderance or interference shall be caused to or with the liberties, powers and privileges of the lessee under these presents, and if any controversy regarding such substantial hinderance and interference arises, the decision of the State Government or any officer authorised in that behalf shall be final, PROVIDED ALSO that fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee for all loss or damage sustained by the Lessee by reason or in consequence of the exercise of such liberty and power.

To make
Railways
and Roads.

2. 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 lands and to make upon over or through the same any railway, tramways, roadways or pipe lines for any purpose other than those mentioned in Part II of these presents and to get from the said lands, stones, gravel, earth and other materials for making, maintaining and repairing such railways, tramways and roads or any existing railways and roads and to go and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, locomotives or other vehicles over or along any such railways, tramways roads, lines and other ways for all purposes and as occasion may require, provided that in the exercise of such liberty

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^{R. X. J. R. Vardley}
 and power by such other lessee or person no substantial hinderance or interference shall be caused to or with the liberties powers and pri-vileges of the lessee under these presents, and if any controversy regarding such substantial hinderance and interference arises, the decision of the State Government or any Officer authorised in that behalf shall be final. PROVIDED ALSO that fair compensation as may be decided by the State Government shall be made to the lessee by the State Government or any lessee or person authorised by it, as the case may be, for all loss or damage sustained by the lessee by reason or in consequence of the exercise of such liberty and power.

PART V.

RENTS AND ROYALTIES RESERVED BY THIS LEASE.

To pay dead rent royalty whichever is greater.

1. The Lessee shall pay, for every year, except the first year of the lease a yearly dead rent as specified in clause 2 of this part in respect of the said mineral.

Provided that the lessee shall be liable to pay the dead rent or royalty in respect of ^{R. X. Vardley} ~~the~~ said mineral whichever is higher in amount but not both.

Rate and mode of payment of dead rent.

2. Subject to the provisions of clause 1 of this ^{R. X. Vardley} part, during the subsistence of the lease, the lessee shall pay to the State Government annual dead rent at the following rate or such revised rate which may be communicated in writing to the lessee by the State Government per mineral per hectare of the lands demised and described in Part I of this Schedule:

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J. R. Vardley

Name of Mineral.	Area of demised land.	Rate of dead rent per hectare.	Dead rent payable in a year.
Silica Sand	51.80 hectares	1. During the first year.	Nil
		2. During the 2nd year to 5th year @ 12-50.	647-50
		3. During the 6th year to 10th year @ 25-00.	1295-00
		4. During the 11th year onwards @ Rs 37-50	1942-50

The lessee shall pay to the State Government and deposit in the Government Treasury at Allahabad by the 31st March of the each year the dead rent specified above and the surface rent and water rate as provided in clause 4 of this part under the head XXXII- Miscellaneous Social and Developmental Organization Mineral Concession Fees or as may be specified from time to time.

Rates and mode of payment of Royalty.

3. Subject to the provision of clause I of this Part, the lessee shall during the subsistence of this lease pay to the State Government and deposit in the Government Treasury at Allahabad royalty in respect of the said mineral removed by him from the said lands under the head as may be specified from time to time in four instalments for the period (i) April to June by 15th July, (ii) July to September by 15th October, (iii) October to December by 15th January and (iv) January to March by 31st March of the year at the rate of Rs 1-00 per tonne. ~~or at the rate~~ ^{Rs} ~~of Rs~~ ^{Rs} ~~per cent of the pits mouth value for the~~ ^{time being as specified in the Second Schedule of} ~~MMRD Act, I. These rates are subject to alterations~~ ^{from time to time as may be notified by the Government} ~~of India.~~ ^{of India.}

J. R. Vardhy

Payment of surface rent and water rate.

4. The lessee shall also pay to the State Government for the surface area used by it for purpose of mining operations surface rent and water rate at such rate, not exceeding the land revenue as may be determined by the Collector, Allahabad PROVIDED THAT NO such rent and water rate shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right for access.

PART VI.

PROVISIONS RELATING TO THE RENTS AND ROYALTIES

Rent and Royalties to be free from deduction etc.

1. The rent, water rate and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the State Government at Allahabad in the manner hereinbefore provided in clauses 2 and 3 of Part V of this Schedule.

Mode of computation of royalty.

2. For the purposes of computing the said royalties the lessee shall keep a correct account of the minerals ^{by J.R. Varshney} produced and despatched and the mineral beneficiated. The accounts as well as the weight of the mineral in stock or in the process of export may be checked by an officer authorised by the Central or State Government.

Course of action if rent and 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 within the prescribed time, the same may be recovered on a certificate of such officer as may be specified by the State Government by general or special order ^{by J.R. Varshney}, in the same manner as an arrear of land revenue. ^{by J.R. Varshney}

J. R. Varshney

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PART VII.

THE COVENANTS OF THE LESSEE.

Lessee to pay
rents and
royalties
taxes etc.

1. The lessee shall pay the rent, water rate and royalties reserved by this lease at such time and in the manner provided in PARTS V AND VI of these presents and also ^{by J.R. Vandy} shall pay and discharge all taxes, rates assessment and imposition 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 respect of the premises and works of lessee in common with other premises and works of a like nature except demands for land revenues. ^{by J.R. Vandy}

To maintain
and keep
boundary
marks in
good order.

2. The lessee shall at his 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 a year
and work in a
workman like
manner.

3. Unless the State Government for good ² cause permits otherwise, the lessee shall commence operation within one year 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 ^{by J.R. Vandy} in a skilful and workmanlike manner and as prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structures or other property thereon. For the purposes

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of this clause operations shall include the erection of machinery laying of a tramway or construction of a road in connection with the mine.

By X J.R. Varduy
to indemnify
govt. against
claims.

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

To secure and
keep in good
condition pits
shafts etc.
J.R. Varduy

5. The lessee 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 lands and make and maintain sufficient fences to the satisfaction of the State Government round every such pits shafts or workings whether the same is abandoned or not and shall during the same period keep all workings in the said land except such as may be abandoned accessible free from water and foul air as far as possible.

To strengthen
and support the
mine to neces-
sary extent.

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

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J. R. Varduy

To allow
inspection
of workings.

7. The lessee 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 any data and the lessee shall with proper person employed by the lessee and acquainted with the mines and work effectually assist the officer, agents ^{J.R. Varshay} 2 x (servants and workmen in conducting every such inspection and shall afford them all facilities information connected with them the working of the mines which they may reasonably require and also shall and will conform to and observe all orders and regulations which the Central and the State Governments as the result of such inspection or otherwise may from time to time see fit to impose.

The report
of accident.

8. The lessee shall without delay send to the Collector a report of any accident causing death or serious bodily injury or serious injury to ^{J.R. Varshay} 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 shall report to the State Government 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 find. If any mineral not specified in the lease is discovered in the leased area, the lessee shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease is obtained therefor.

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To keep records and accounts regarding production and employees etc.

10. The lessee shall at all time during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books of accounts which shall contain accurate entries showing from time to time:

- (1) Quantity and quality of the said mineral realised from the said lands.
- (2) Quantity of the various qualities^{of} of ores benefited or converted.
- (3) Quantities of the various qualities of the said mineral sold and exported separately.
- (4) Quantities of the various qualities of the said mineral otherwise disposed of and the manner and purpose of such disposal.
- (5) The prices and all other particulars of all sales of said mineral.
- (6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.
- (7) Such other facts, particulars and circumstances as the Central or the State Government may from time to time require and shall also furnish free of charge to such officers and at such time as the Central and State Governments may appoint true and correct abstract of all or any^{of} such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officers as the Central Government or 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 said books of accounts plans

J. R. Varshly

and records and to make copies thereof and make extract therefrom-

To maintain^{by} plans, etc.

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

- (a) The sub-soil and strata through which they pass.
- (b) Any mineral encountered.
- (c) Any other matter of interest and all data required by the Central and State Governments from time to time.

The lessee shall allow any officer of the Central or the State Government, authorised in this behalf by the Central or the State Government, to inspect the same at all reasonable times. He shall also supply when asked for by the State Government/ The Director, Geological Survey of India/ The Director, Indian Bureau of Mines/ The Director, Geology and Mining, U.P. a composite plan of the area showing thickness, dip, inclination, etc., of all the seams as

J.R. Varsley

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also the quantity of reserves quality-wise.

Act 67 of
1957.

12. The lessee shall be bound by such rules as may be issued from time to time by the Government of India under Section 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (Act 67 of 1957) and shall not carry on mining or other operations under this lease in any way other than as prescribed under the rules made under the said Act.

To provide
weighing
machine.

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

(b) The lessee shall when so required by the State Government, provide and at all times keep at such

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suitable site as may be specified by the State Government (other than the lands hereby demised) properly constructed and efficient weighing machine/machines, severally or jointly with other lessee or lessees and shall weigh or cause to be weighed thereon the said mineral from time to time brought during the process of export. The lessee shall permit the State Government at all times during the said term to employ any person or persons to be present at such weighing of the said mineral as aforesaid and to check the weighment entered in the accounts of the lease.

(c) In case the weights taken at (a) and (b) differ the highest of such weights shall be taken as the quantity of which royalty be computed.

To allow test
of weighing
machine.

14. The Lessee shall allow any person appointed in that behalf by the State Government at any time or times during the said term to examine and test every weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the State Government ^{J.R. Varsley} may require that the same be adjusted, repaired and put in order by and at the expense of the lessee and if such requisition be not complied with within fourteen days after the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted, repaired and put in order and the expenses of so doing shall be paid by the lessee to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the State Government such error shall be regarded as

J.R. Varsley

having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

To pay compensation for injury of third parties.

15. The lessee shall make and pay reasonable satisfaction and compensation for all damages, injury or disturbance ^{by J.R. Varsky} of person or property which may be done by or on the part of lessee in exercise of the liberties and power granted by these presents 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 to obstruct working of other minerals.

16. The lessee will exercise liberties and ^{by J.R. Varsky} powers hereby granted in such a manner as to offer no unnecessary or reasonable avoidable obstructions or interruption to the development and working within the said lands of any minerals not included in this lease and shall at all times afford to the Central and State Government and to the holders of prospecting licences and mining leases in respect of any such minerals or any minerals within any land adjacent to the said lands as the case may be reasonable means of access and safe and convenient passage upon and across the said land to such minerals for the purpose of getting working developing and carrying away the same provided that the lessee shall receive reasonable compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government for any damage or injury which he may sustain

J.R. Varsky

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by reason or in consequence of the use of such passage by such lessees or holders of prospecting licences.

Transfer of
lease.

17.(1) The lessee shall not, without the previous consent in writing of the State Government-

(a) assign, sublet, mortgage, ^{by J.R. Varshay} 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. ^{by J.R. Varshay} Provided that the State Government shall not give its written consent unless

(c) The lessee has furnished an affidavit along with his application for transfer of the mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee.

(d) the transfer of the mining lease is to be made to a person or body directly undertaking mining operation.

(2) Without prejudice to the above provisions the lessee may subject to the conditions specified in the provision to rule 35 of the said rules transfer this lease or any right, title or interest therein, to a person holding a certificate of approval and an income tax clearance certificate from the Income Tax Officer concerned, on payment of a fees of rupees one hundred to the State Government;

PROVIDED that the lessee shall make available to the transferee the original or certified copies of

J.R. Varshay

Roviss

all plans of abandoned workings in the area and in a belt of 60 metres wide surrounding it.

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

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

Not to be
financed or
controlled by a
Trust, Corpora-
tion, firm or
person.

13. The lease shall not be controlled and the lessee shall not allow himself to be controlled by any Trust, Syndicate, Corporation, Firm or person except with the written consent of the Central Government. The lessee shall not enter into or make any arrangement compact or understanding whereby the lessee will or may be directly or indirectly financed by 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 Central Government and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto that on the 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

J. R. Varshy

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Government and shall in the event of any such requisition being made be forthwith thereafter determined by the Lessee accordingly.

Lessee shall deposit any additional amount necessary.

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

Delivery of (FD) working in good order to State Government after determination of lease.

20. The lessee shall at the expiration or sooner determination of the said term or any renewal thereof deliver up to the State Government all mines, pits, shafts, inclines, drifts, levels, waterways, airways, and other works now existing or hereafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machinery set up by the Lessee below ground which can not be removed without causing injury to the mines or works under the said lands (except such of the same as may with the sanction of the State Government have become disused) and all buildings and structures of bricks or stone erected by the lessee above ground

~~level in good repair erected by the lessee above ground~~

level in good repair order and condition and fit in all respect for further working of the said mines and the

J.R. Varsky

R. V. Varsky

said mineral.

Right of
preemption.

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

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

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

J.R. Varsky

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and of charters entered into for freight for carriage of the same and shall produce to such officer as may be directed by the State Government original or authenticated copies of contracts and charter parties entered into for the sale or freighting ^{by J.R. Varshney} of such minerals or products.

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

Employment of
foreign
national.

22. The lessee shall not employ, in connection with the mining operations, any person who is not an

J.R. Varshney

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required of silica sand that he shall win from the leased area for the utilisation in Sugar/such industry Industries and industrial plants as may be required by the State Government or any officer authorised by it, in such event, the price quality and other terms regarding such supply will be mutually agreed upon between the lessee and the consumer to whom the supply is to be made.

J.R. Varshy *J.R. Varshy*
 Provided that if the lessee and the consumer fail to mutually agree as aforesaid the price, quality and other terms will be decided by the State Government (which will be binding on the lessee), the price being the fair price to be decided on the same principle as is contained in clause 21(c) of Part VII, and the lessee will show to the State Government the books and accounts, in order to arrive at a fair price.

REGULATION OF PRICE BY STATE GOVERNMENT.

25. The State Government will at any time during the said term be entitled to fix the sale price of silica sand to be extracted by lessee from the demised premises and shall also be entitled to revise from time to time the sale price so fixed in accordance with this clause, the fixation and revision of sale price to be based on the cost of extraction to the lessee plus such percentage or profit of not less than 5 per cent as the State Government may consider reasonable and upon such fixation or revision the lessee shall not sell the silica sand at a price different from that fixed or revised as aforesaid.

PART VIII.

THE COVENANTS OF THE STATE GOVERNMENT.

1. The lessee paying the rents, water rate and

J.R. Varshy

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Lessee may ^{be}
hold and ^{J.R. Varshay}
enjoy rights
quietly.

royalties hereby reserved and observing and performing
all the covenants and agreements herein contained
and on the part of the lessee to be observed and
performed shall and may quietly hold and enjoy the
right and premises hereby demised for and during the
term hereby granted without any unlawful interruption
from or by the State Government, or any person
rightfully claiming under it.

To renew.

^{J.R. Varshay}
2. Where the mining lease relates to any
mineral not specified in the first schedule to the
Act, it shall be renewed for one period not exceeding
the period specified in sub-section (2) of section 8
of the Mines and Minerals (Regulation and Development)
Act, 1957, at the option of the lessee:

Provided that the State Government may for
reasons to be recorded in writing reduce the area
applied for.

If the lease is in respect of Minerals
specified in the 1st schedule to the Act, renewal will
be subject to the prior approval of the Central
Government.

If the lessee be desirous of taking a renewed
lease of the premises hereby demised or of any part
or parts to them for a further term from the expira-
tion of the term hereby granted and is otherwise
eligible, he shall prior to the expiration of the
last mentioned term give to the State Government six
calendar months' previous notice in writing and shall
pay the rents, rates and royalties hereby reserved
and shall observe and perform the several covenants
and agreements herein contained and on the part of the
lessee to be observed and performed upto the expiration
of the term hereby granted. The State Government on

J. R. Varshay

Reviews

receipt of application for renewal ^{D. J. Varsly} shall consider it in accordance with rule 28 of the said rules and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the Lessee and upon his executing and delivering to the State Government if required a counter part thereof execute and deliver to the lessee a renewed lease of the said premises or part thereof for the further term of twenty years as specified in sub-section (2) of Section 8 of the Mines and Minerals (Regulation and Development) Act, 1957 at the option of the lessee, at such rents, rates and royalties and on such terms and subject to such rents, covenants and agreements including this present covenant to renew as shall be in accordance with the Mineral Concession Rules, 1960, applicable to silica sand on the day next following the expiration of the term hereby granted.

Liberty to determine the lease.

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

J. R. Varsly

Reviews

^{X J.R. Varghly}
 2-3-A. The State Government may on an application, made by the lessee permit him to surrender one or more minerals from his lease which is for a group of minerals on the ground that deposits of that mineral have since exhausted or depleted to such an extent that it is no longer possible to work the mineral economically, subject to the condition that the lessee-

- (a) makes an application for such surrender ^{of mineral} at least six months before the intended date of surrender; and
- (b) gives an undertaking that he will not cause any hinderance in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that mineral.

Refund of security deposits.

^{by J.R. Varghly}
 6. On such date as the State Government may elect within 12 calendar months after the determination of this lease or of any renewal thereof, the amount of the security deposit paid in respect of this lease and then remaining in deposit with the State Government and not required to be applied to any of the purposes mentioned in this lease shall be refunded to the lessee. No interest shall run on the security deposit ^{J.R. Varghly}

PART IX.

GENERAL PROVISIONS.

Obstruction to inspection.

1. In case the lessee or his transferee assignee does not allow entry or inspection by the officers authorised by the Central or State Government under ^{J.R. Varghly} clauses (i), (j) or (l) of subrule (1) of rule 27 of the said rules, the State Government shall give notice in writing to the lessee requiring him to show cause within such time as may be specified in the notice why the lease should not be determined and his security

J.R. Varghly

Rovins

deposit forfeited, and if the lessee fails to show cause within the aforesaid time to the satisfaction of the State Government, the State Government may determine the lease and forfeit the whole or part of the security deposit.

Penalty in case of default in payment of royalty and breach of covenant.

2. If the lessee or his transferee or assignee makes any default in payment of rent or water rates or royalty as required by section 9 of the Act or commits a breach or any of the conditions and covenants other than those referred to in covenant (1) above, the State Government shall give notice to the lessee requiring him to pay the rent, water rate, royalty or remedy the breach, as the case may be, within sixty days from the date of receipt of the notice and if the rent, water rate and royalty are not paid or the breach is not remedied within such period, the State Government may without prejudice to any proceedings that may be taken against him determine the lease and forfeit the whole or part of the security deposit.

Penalty for repeated breaches of covenants.

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

Failure to fulfil the terms of lease due to force majeure.

4. Failure on the part of the lessee to fulfil any of the terms and conditions of this lease shall not give the Central or State Government any claim against the lessee or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force majeure, and if through force majeure the fulfilment by the lessee of any of the

J.R. Varshy

Review

terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed by this lease. In this clause the expression 'Force Majeure' means Act of God, war, insurrection, riot, civil commotion strike, earthquake tide, storm, tidal wave, flood lightening explosion, fire, and any other happening which the lessee could not reasonably prevent or control.

Lessee to remove his properties on the expiry of lease.

5. The lessee having first paid and discharged rents, rates and royalties payable by virtue of these presents may at the expiration or sooner determination of said term or within six calendar months thereafter (unless the lease shall be determined under clauses 1 and 2 of this part in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down and remove for his own benefit all or any engines, machinery, plant, buildings, structures, tramways, railways and other works ^{erectations} ~~erectations~~ and conveniences which may have been erected, set-up or places by the lessee in or upon the said lands which the lessee is not bound to deliver to the State Government, under clause 20 of Part VII of this Schedule and which the State Government shall not desire to purchase.

Forfeiture of property left more than six months after determination of lease.

6. If at the end of six calendar months after the expiration or sooner determination of the said term under the provision contained in clause 4 of the Part VIII of this Schedule become effective there shall remain in or upon the said land any engines, machinery, plant, buildings, structures, tramways, railways and other work, ^{erectations} ~~erectations~~ and conveniences or other property which are not required by the lessee in connection

J.R. Varsky

Rovins

with operations in any other lands held by him under prospecting licence or mining lease the same shall if not removed by the lessee within one calendar month after notice in writing requiring their removal has been given to the lessee by the State Government be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof.

Notices.

7. Every notice by these presents required to be given to the lessee shall be given in writing to such person resident on the said lands as the lessee may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee by registered post addressed to the lessee at the address recorded in this lease or at such other address in India, as the lessee may from time to time in writing to the State Government designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the lessee and shall not be questioned or challenged by him.

Immunity of State Government from liability to pay compensation.

8. If in any event the orders of the State Government are revised, reviewed or cancelled by the Central Government in pursuance of proceedings under Chapter VII of the Mineral Concession Rules, 1960, the lessee shall not be entitled to compensation for any loss sustained by the lessee in exercise of the powers and privileges conferred upon him by these presents.

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J. R. Varshy

9. For the purpose of stamp duty the anticipated dead rent from the demised land is Rs.1424.5 per year.

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

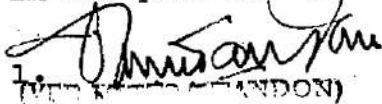
Signed by



राम निवास शर्मा
उप सचिव उद्योग विभाग,
उत्तर प्रदेश शासन, लखनऊ

For and on behalf of the
Governor of Uttar Pradesh
The Lessor

In the presence of -

1. 
(J.R. Varshney)

U.P. Secretariat, Lucknow.

2. Goudh Chandra Saxena
U.D.A., Industries (F) Department,
U.P. Secretariat, Lucknow

Signed by - J.R. Varshney

the Lessee

(J.R. Varshney)

In the presence of -

1. 
GEOLOGIST

Directorate of Geology and Mining, U. P.,
Southern Circle, Allahabad.

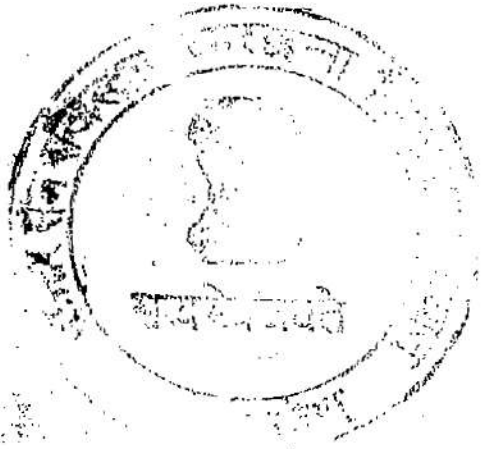
2. 

Mines Officer

Directorate of Geology and Mining, U. P.,
Southern Circle, Allahabad.

315 270 303
 को नम्बर एक जिल्हा के वृत्त से
 में नम्बर पर आज दिनांक
 १४ ई० रजिस्ट्री की गई।
 २३२० वत्त $\frac{221}{222}$

SUB REGISTRAR.
 KARCHANA.





THIS INDENTURE made this 1st day of May 1943 Corresponding to Saka Samvat the 11th day of 1915 between the Governor of Uttar Pradesh (hereinafter referred to as the 'State Government' which expression shall where the context so admits be deemed to include his successors in office and assigns) of the one part and J. R. Varshney, 377, Rani Mandi, Allahabad (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) of the other part.

WHEREAS vide mining lease, dated 30th December, 1970 executed between the same parties as are parties

J.R. Varshney

(बलराम विहार)
 संयुक्त विभाग
 उद्योग विभाग
 प्रशासन

Dealin
 LDA CE
 ACLAH/
 INDIA,
 To,
 JITEND
 44/2,
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 GEOR,
 UTTAR
 Client
 UCC IC

पंजाब
राज्य



- 2 -

hereto and registered in Bahi no. 1 Zild 319 on pages 270 to 303 at no. 69 with its plan pasted in file Book I Zild 331 on pages 221 and 222 on 22nd January, 1971 in the Office of Sub-Registrar, Karchhana, District Allahabad the State Government leased an area of 128.00 acres fully described in part I of Schedule thereto and delineated on map annexed thereto for mining Silica sand subject to the terms and conditions contained therein.

AND WHEREAS the lessee has applied to the State Government in accordance with the Mineral Concession Rules, 1960 (hereinafter referred to as "the said Rules") for first renewal of the mining lease for Silica sand in respect of an area of 97.00 acres from out of the aforesaid demised area and has deposited with the State Government the sum of Rs. 2,000/- (Rupees Two thousand only) as security.

J. R. Varshney
(4)
ब्लॉक (वि. वि.)
संयुक्त सचिव,
सहाय विभाग,



- 3 -

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

All those the mines beds/veins seams of Silica Sand (hereinafter and in the schedule referred to as "the said minerals") situated lying and being in or under the lands which are referred to in Part I of the said schedule, together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith which are mentioned in Part II of the said schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said schedule EXCEPT and reserving out of this demise unto the state

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 (गलानि लिखिते)
 लेखक अधिकारी,
 राष्ट्रीय प्रशासन,
 नई दिल्ली 110011

J. R. Varshney



-4-

Government the liberties, powers and privileges mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessee from the 30th day of December 1990 for the term of 10 (ten) years thence next ensuing YIELDING AND PAYING Therefor unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee hereby covenant with the State Government as in Part VII of the said Schedule is expressed and the State Government hereby covenants with the lessee as in Part VIII of the said schedule is expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

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

J. R. Vashny

(सचिव विभाग)
संयुक्त सचिव,
सचिव विभाग,
उत्तर प्रदेश सरकार

- 5 -

The Schedule above referred to.

Part 1. - The area of this lease

Location and area of the lease

All that tract of lands situated at village Janwan in (Pargana) Bara in the Registration District of Allahabad Sub-District Allahabad and Thana Shankergarh containing an area of 97.00 acres thereabouts delineated on the plan hereto annexed and thereon coloured red and bounded as follows:

On the North by- *Land of village Janwan and Behariya village boundary which is along a small nala.*

On the South by- *Land of village Janwan and then the first bifurcating nala from the nala forming Behariya boundary.*

On the East by- *31 Acres forest land of village Janwan reduced from the earlier lease held and then Behariya village boundary which is along a nala.*

On the West by- *Land of village Janwan and then Russian footpath and a small hillock.*

hereinafter referred to as " the said lands".

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

To enter upon land and search for win work etc.

1. Liberty and power at all times during the term hereby demised to enter upon the said lands and to search for mine bore dig drill or win work dress process convert carry away and dispose of the said mineral.

J. R. Vanshy

(कालोक सिग्हा)
संयुक्त सचिव,
सखीय विभाग,
संघ प्रदेश शासन

-7-

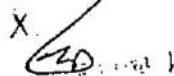
lands) on such conditions as may be agreed to.

To get building and road materials, etc.

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 tiles but not to sell any such material bricks or tiles.

To use water from streams etc.

6. Liberty and power for or in connection with any of the purpose mentioned in this part but subject to the right of any existing or future lessees and with the written permission of Collector Allahabad appropriate and use water from any streams water-courses, springs or other sources in or upon the said lands and to divert step up or dam any such stream or water-course and collect or impound any such water and to make construct and maintain any water-course culverts drains or reservoirs but not as so to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or springs. Provided that the lessee shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.

X


J. R. Varshney

-8-

To use land for stacking, heaping, depositing purposes

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

Beneficiation and conveying away of production

8. Liberty and power to enter upon and use a sufficient part of the said lands to beneficiate any ore produced from the said lands and to carry^{away} such beneficiated ore.

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 clause 3 of Part III of this schedule to clear undergrowth and brushwood and to fell and utilise any trees or timber standing or found on ^{or} the said lands provided that the Collector Allahabad or the State Government may ask the lessee to pay for any trees or timber felled and utilised, by him at the rates ^p specified by the Collector or the State Government.

J. R. Vanshy

(संलोक विभाग)
संयुक्त सचिव,
संलोक विभाग,
उत्तर प्रदेश शासन

-9-

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

No building etc. upon certain places

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

Permission for surface operations in a land not
already in use

2. Before using for surface operations any land which has not already been used for such operations, the lessee shall give to the Collector of the District ^{or} ~~to~~ Calendar months previous notice in writing specifying the name or other description of the situation and the extent of the land proposed to be so used and the purpose for which the same is

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J. R. Varshney

- 10 -

required and the said land shall not be so used if objection is issued by the Collector within two months after the receipt by him of such notice unless the objections so stated shall on reference to the State Government be annulled or waived.

To cut trees in unreserved lands

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

To enter upon reserved forests

4. Notwithstanding anything in this Schedule contained the lessee shall not enter upon any reserved forest included in the said lands without previous sanction in writing of the Divisional Forest Officer nor fell cut and use any timber or trees without obtaining the sanction in writing of that Officer nor otherwise than in accordance with such conditions as the State Government may prescribe.

No mining operations within 50 metres of public works etc.

5. The lessee shall not work or carry on or allow to be worked or carried on any mining operations

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 10/11/57

- 11 -

at or to any point within a distance of 50 metres from any railway line except with the previous written permission of the Railway Administration concerned ^{N x} or under or beneath any ropeway or any ^{N x} ropeway trestle or station, except under and in accordance with the written ^{N x} permission of the authority owning the ropeway or from any reservoir, Canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Collector or any other 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 to such permission. The said distance of 50 metres shall be measured in the case of railway reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting as the case may be and in case of a building horizontally from the plinth thereof. In the case of village roads no working shall be carried on within a distance of 10 metres of the outer edge of the cutting except with the previous permission of the Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission.

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J. R. Varshney

-12-

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

Facilities for holders of adjoining Government licences and leases

6. The lessee shall allow existing and future holders of Government licences or leases over any land which is comprised in or adjoins or is reached by the land held by the lessee, reasonable facilities of access thereto :

PROVIDED THAT no substantial hindrance or interference shall be caused by such holders of licences or leases to the operations of the lessee under these presents and if any controversy regarding such substantial hindrance and interference arises, the decision of the State Government or any Officer authorised in that behalf shall be final. Provided also that fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee for all loss or damage sustained by the lessee by reason of the exercise of this liberty.

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J. R. Varshney

- 13 -

PART - IV - Liberties Power and Privileges
Reserved to the State Government.

To work other minerals

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

PROVIDED THAT in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with the liberties powers and privileges of the lessee under these presents and ~~that fair compensation~~ ^{if} if any controversy regarding such substantial hindrance and interference arises the decision of the State Government or any Officer authorised in that behalf shall be final. Provided also that fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the state Government) shall be made to the lessee for all loss or damage sustained

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J. R. Vanshy

- 14 -

by the lessee by reason or in consequence of the exercise of such liberty and power.

To make railways and roads

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 lands and to make upon over or through the same any railways, tramways, roadways or pipelines for any purpose other than those mentioned in Part II of these presents and to get from the said lands stones gravel earth and other materials for making maintaining and repairing such railways, tramways and ~~roads~~ roads or any existing railways and roads and to go and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, locomotives or other vehicles over or along any such railways, tramways, roads lines and other ways for all purposes and as occasion may require, provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties powers and privileges of the lessee under these presents and if any controversy regarding such substantial hindrance and interference arises the decision of the State Government or any officer authorised in that behalf shall be final. Provided also 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 the State Government or any lessee or person

J. R. Vanslyng

-15-

authorised by it, as the case may be for all loss or damage sustained by the lessee by reason or in consequence of the exercise or such liberty and power.

PART - V - Rents and Royalties Reserved by this Lease

(To pay dead rent or royalty whichever is higher.)

1. The lessee shall pay, for every year of the lease ¹⁵ dead rent as specified in clause 2 of this part in respect of the said mineral.

Provided that, where the holder of such mining lease becomes liable under section 9 of the Mines And Minerals (Regulation and Development) Act 1957 to pay royalty for any mineral removed or consumed by him or by his agent, manager, employee, contractor or sub-lessee from the leased area, he shall be liable to pay either such ¹⁵ royalty or the dead rent in respect of that area whichever is higher.

Rate and mode of payment of dead rent.

2. Subject to the provisions of Clause 1 of this Part, during the subsistence of the lease, the lessee shall pay to the State Government annual dead rent for the lands demised and described in Part I of this schedule at the rate for the time being specified in the Third Schedule to the ¹⁵ Mines And Minerals (Regulation and Development Act 1957 in such manner as may be specified in this behalf by the State Government.

J. R. Vardhany

- 16 -

Rate and mode of payment of royalty.

3. Subject to the provision of clause 1 of this Part, the lessee shall during the subsistence of this lease pay to the State Government at such times and in such manner as the State Government may prescribe royalty in respect of any mineral removed by him from the leased area at the rate for the time being specified in the Second Schedule to the Mines and Minerals (Regulation and Development) Act, 1957.

Payment of surface rent, and water rate

4. The lessee shall ^{is} pay rent and water rate to the State Government in respect of all parts of the surface of the said lands which shall ^{is} from time to time be occupied or used by the lessee under the authority of these present at such rate ^{is} as may be specified by the state Government/Collector during the period from the commencement of such occupation or use until the area shall ^{is} cease to be so occupied or used and shall as far as possible restore the ^{is} surface land so used to its original condition. Surface rent and water rate shall be paid as hereinbefore detailed in Clause 2 : PROVIDED THAT No such rent/water rate shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right of access.

PART VI - Provisions relating to the Rents and RoyaltiesRent and Royalties to be free from deduction etc.

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J. R. Varshney

-17-

1. The rent, water rate and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the State Government at Allghabad and in such manner as the State Government may prescribe PROVIDED ALWAYS AND IT IS HEREBY AGREED that the balance standing to the credit of the lessee on account of the deposit made by him as a licensee over an area which included the said lands shall be retained and accepted by the State Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

Mode of computation of royalty

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

Course of action if rents and 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 within the prescribed time, the same, together with simple interest due thereon at the rate of twenty four percent per annum may be recovered from him on

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J. R. Varshy

- 18 -

a certificate of the Secretary to the Government of Uttar Pradesh in the Administrative Department which shall be final, conclusive and binding on the lessee as an arrear of land revenue.

PART VII.- The ~~General~~ Covenants of the Lessee
Lessee to pay rents and royalties, taxes, etc.

1. The lessee shall pay the rent, water & rate and royalties reserved by this lease at such times and in the manner provided in PARTS V and VI of these presents and shall also pay and discharge all taxes, rates, assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged, assessed or imposed by the authority of the Central and State Governments upon or in respect of the premises and works of the lessee in common with other premises and works of a like nature except demands for land revenues.

To maintain and keep boundary marks in good order

2. The lessee shall at his 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 and work in a Workmanlike manner.

3. The lessee shall at all times during the continuance of this lease search for, win, work and

J. R. Varshney

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- 19 -

develop, the said minerals without voluntary intemission in a skilful and workman like manner and as prescribed under clause 12 hereinafter without doing or permitting to be done ^{or} any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structures or other property thereon.

To indemnify Government against all claims

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

To secure and keep in good condition pits, shafts, ^{etc.}

5. The lessee 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 lands and make and maintain sufficient fences to the satisfaction of the State Government round every such pit shaft or working whether the same

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J. R. Vardhy

- 20 -

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 the mine to necessary extent.

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

To allow inspection of workings

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

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J. R. Varshy

- 21 -

To report accident

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

To report discovery of other minerals

9. The lessee shall report to the State Government 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 find. If any mineral not specified in the lease is discovered in the leased area, the lessee shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease is obtained therefor.

To keep records and accounts regarding production and employees etc.

10. The lessee shall at all time during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books of accounts which shall contain accurate entries showing from time to time :-


- (1) Quantity and quality of the said mineral ^{or} realised from the said lands.
- (2) Quantity of the various qualities of ores beneficiated or converted.

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J. R. Vanshy

- 22 -

- (3) Quantities of the various qualities of the said mineral sold and exported separately.
- (4) Quantities of the various qualities of the said mineral otherwise disposed of and the manner and purpose of such disposal
- (5) The prices and all other particulars of all sales of said mineral.
- (6) The number of persons employed in the mines or works or upon the said lands specifying nationality qualifications and pay of the technical personnel.
- (7) Such other facts, particulars and circumstances as the Central or the State Government may from time to time require and shall also furnish free of charge to such officers and at such times as the Central and State Government may appoint true and correct abstract of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officers as the Central Government or 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 said books of accounts plans and records and to make copies thereof and make extracts therefrom.


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J.R. Varshney

- 23 -

To maintain plans, etc.

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

- (a) The subsoil and strata through which they pass
- (b) Any mineral encountered
- (c) Any other matter of interest and all data required by the Central and State Government from time to time.

The lessee shall allow any Officer of the Central Government or the State Government, authorised in

J. R. Varshney

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- 24 -

this behalf by the Central Government to inspect the same at all reasonable times. He shall also supply when asked for by the State Government/ the Coal Controller the Director-General Geological Survey of India / the Controller General, Indian Bureau of Mines/ The Director, Geology and Mining U.P. Lucknow a composite plan of the area showing thickness, dip, inclination etc. of all the seams as also the quantity of reserves quality-wise.

11A. The lessee shall pay a wage not less than the minimum wage prescribed by the Central or State Government from time to time;

11B. The lessee shall comply with provisions of the Mines Act, 1952; and the rules made thereunder.

11C. The lessee shall take measures for the protection of environment like ~~planting~~^{planting} of trees, reclamation of land, use of pollution control devices; and such other measures as may be prescribed by the Central or State Government from time to time at his own expense.

11D. The lessee shall pay compensation to the occupier of the land on the date and in the manner laid down in these rules.

11E. The lessee shall, in the matter of employment, give preference to the tribals and to the persons who become displaced because of the taking up of mining operations.

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J. R. Varshney

- 25 -

Act 67 of 1957

12. The lessee shall be bound by such rules as may be issued from time to time by the Government of India under section 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (Act 67 of 1957) and shall not carry on mining or other operations under the said lease in any way other than as prescribed under these rules made under the said Act.

To provide weighing machine

13. Unless specifically exempted by the State Government the lessee shall provide and at all times keep at or near the pit head of each of the pit heads at which the said mineral shall be brought to bank a properly constructed and efficient weighing machine and shall weigh^{X¹} or cause to be weighed thereon all the said mineral from time to time brought to bank sold exported and converted and also the converted products and shall at the close of each day cause the total weights, ascertained by such means of the said mineral, ores products raised sold, exported and converted during the previous twenty four hours to be entered in the aforesaid books of accounts. The lessee shall permit the State Government at all times during the said term to employ any person or persons to be present at the weighing of the said mineral as aforesaid and to keep accounts thereof and to check the accounts

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संयुक्त सचिव,
उद्योग विभाग,
राज्य सरकार, दिल्ली

J. R. Varshney

- 26 -

kept by the lessee. The lessee shall give ^{seven} days previous notice in writing to the Collector of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

To allow test of weighing machine

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

J. R. Vanshuy

- 27 -

thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

To pay compensation for injury of third parties

15. The lessee shall make and pay reasonable satisfaction and compensation for all damages injury or disturbance of person or property which may be done by or on the part of lessee in exercise of the liberties and power granted by these presents and shall at all times give harmless and keep indemnified the State Government from ~~xxx~~ 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 to obstruct working of other minerals

16. The lessee will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the Development and working within the said lands of any minerals not included in this lease and shall at all times ~~offer~~ afford to the Central and state Government and to the holders of prospecting licences or mining leases in respect of any such minerals or any minerals within any land adjacent to the said lands as the case may be

J. R. Vanshy

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संयुक्त सचिव,
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- 28 -

reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working, developing and carrying away the same provided that the lessee shall receive reasonable compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government for any damage or injury which he^{XP} may sustain by reason or in consequence of the use of such passage by such lessee or holders of prospecting licences.

Transfer of lease

17. (1) The lessee shall not, without the previous consent in writing of the State Government,

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

Provided that the State Government shall not give its written consent unless -

- (a) the lessee has furnished an affidavit along with his application for transfer of the

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J. R. Varshney

- 29 -

mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee ;

(b) the transfer of the mining lease is to be made to a person or body directly undertaking mining operations.

(2) Without prejudice to the above provisions, the lessee may, subject to the conditions specified in the proviso to rule 37 of said Rules transfer this lease or any right, title or interest therein, to a person, who has filed an affidavit stating that he has filed upto date income tax returns, & paid income tax assessed on him and paid the income tax on the basis of self assessment as provided in the Income Tax Act 1961 (43 of 1961), on payment of Rs. 500/- (Rupees Five hundred) to the State Government :

Provided that the lessee 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.

Provided further that where the mortgagee is an ~~any~~ institution or a Bank or a Corporation specified in Schedule V, it shall not be necessary for any such institution or Bank or Corporation to meet with the requirement relating to income tax and the said valid clearance certificate.

(3) The State Government, may, by order in writing, determine the lease at any time if the lessee has in the opinion of the state Government, committed

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 10/10/65

J.R. Varshney

- 30 -

a breach of any of the above provisions or has^{XN} have transferred the lease or any right, title or interest therein otherwise than in accordance with sub-clause (2) :

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

Not to be financed or controlled by a Trust Corporation firm or person

18. The lease shall not be controlled and the lessee^{XN} shall not allow himself to be controlled by any Trust, Syndicate, Corporation, Firm or person except with the written consent of the Central Government. The lessee^{XN} shall not enter into or make any arrangement compact or understanding whereby the lessee 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 Central Government and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid)^{XN} shall only be entered into or made and shall always be subject to an express condition binding upon the other party

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J. R. Varshney

-31-

or parties thereto that 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 accordingly.

Lessee shall deposit any additional amount necessary

19. Whenever the security deposit of Rs. 2000/- or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Central or State Government pursuant to the power hereinafter declared in that behalf the lessee shall deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government up to the sum of Rs. 2000/-.

Delivery of workings in good order to State Government after determination of lease

20. The Lessee shall at the expiration or sooner determination of the said term or any renewal thereof deliver up to the State Government all mines, pits shafts inclines drifts levels water ways, airways and other works now existing or hereafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State

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सहायक सचिव,
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J. R. Varshney

- 32 -

Government and in any ordinary and fair course of working all engines machinery plant buildings structures other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machinery set up by the lessee below ground which cannot be removed without causing injury to the mines or works under the said lands (except such of the same as may with the sanction of the State Government have become disused) and all buildings and structures of bricks or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said mines and the said minerals.

Right of pre-emption

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

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J. R. Vardhy

-33-

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

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption PROVIDED THAT in order to assist in arriving at the said fair market price the lessee shall if so required furnish to the State Government for the confidential information of the Government particulars of the quantities descriptions and prices of the said mineral or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the State Government original or 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

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उद्योग विभाग,
बनार प्रदेस शासन

J. R. Vardhny

-34-

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

Employment of foreign national

22. The lessee shall not employ, in connection

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J. R. Varshney

- 35 -

with the mining operations, any person who is not an Indian national except with the previous approval of the Central Government.

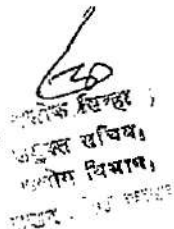
Recovery of expenses incurred by the state Government

23. If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried or performed by the lessee be not so carried out or performed within the time specified in that behalf, the State Government, ^{KN} may cause the same to be carried out or performed and the lessee shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same and the decision of the state Government as to such expenses shall be final.

Furnishing of geophysical data

24. The lessee shall furnish :

- (a) all geophysical data relating to mining fields, or engineering and ground water surveys, such as anomaly maps, sections, plans, structures, contour maps, logging, collected by him during the course of mining operations to the Director-General, Geological Survey of India, Calcutta; and the Director, Geology and Mining, Uttar Pradesh, Lucknow.
- (b) all information pertaining to investigations of radio active minerals collected by him during course of mining operation to the Secretary, Department of Atomic Energy,



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J.R. Vanshy

- 36 -

New Delhi and the Director, Geology and Mining, Uttar Pradesh, Lucknow.

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

25. The lessee shall commence Mining operation under the supervision of the Directorate of Geology and Mining, U.P. Lucknow in accordance with the Mining plan approved by Indian Bureau of Mines, Nagpur for prevention of the environmental pollution and soil erosion.

26. The lessee shall obtain the written consent from the occupiers/owners of the said land before commencing mining operation in the said land. The said land shall be demarcated by the Director, Geology and Mining, U.P. or his representative.

PART VIII - The Covenants of the state Government

Lessee may hold and enjoy rights quietly

1. The lessee paying the rents, water rate and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any unlawful interrup-

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संयुक्त विभाग,
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J. R. Varshney

- 37 -

-tion, from or by the state Government, or any person rightfully claiming under it.

Acquisition of land of third parties and compensation therefor

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

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 संयुक्त सचिव
 ग्रामीण विभाग,
 उत्तर प्रदेश सरकार

J. R. Varshney

-38-

To renew

3. The Mining lease is renewable in terms of the provisions of the Mines and Minerals (Regulation and Development) Act 1957 and the rules made thereunder.

Provided that the State Government may for reasons to be recorded in writing reduce the area applied for.

If the lessee be desirous of taking a renewal lease of the premises hereby demised or of any parts of them for a further term from the ¹⁵ expiration of the term hereby granted and is otherwise eligible, he shall prior to the expiration of the last mentioned term give to the State Government twelve calendar months previous notice in writing and shall pay the rent, rates and royalties hereby received and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee to be observed and performed up to the expiration of the term hereby granted. The State Government on receipt of application for renewal, shall consider it in accordance with the provisions of the Act and the rules made thereunder and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of ¹⁵ the lessee and upon his executing and delivering to the ¹⁵ State Government if required a counterpart thereof execute and deliver to the lessee a renewed lease of the said premises or part thereof for the further term of ten years at such rents, rates and royalties and on, such terms and subject to such covenants and agreements, including this present covenant to renewed as shall be in accordance with the Mineral Concession Rules, 1960, applicable to silica sand on the day

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J. R. Varshney

-39-

next following the expiration of the term hereby granted.

Liberty to determine the lease

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

Refund of security deposits

5. On such date as the State Government may elect within 12 calendar months after the determination of this lease or of any renewal thereof, the amount of the security deposit paid in respect of this lease and then remaining in deposit with the State Government and not required to be applied to any of the purposes mentioned in this lease shall be refunded to the lessee. No interest shall run on the security deposit.

J. R. Varshy

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PART IX - General ProvisionsConstructions to inspection

1. In case the lessee or his transferee/assignee does not allow entry or inspection by the officers authorised by the Central or State Government under clauses (i), (j) or (l) of sub-rule (1) of rule 27 of said Rules, the State Government shall give notice in writing to the lessee requiring him to show cause within such time as may be specified in the notice why the lease should not be determined and his security deposit forfeited; and if the lessee fails to show cause within the aforesaid time to the satisfaction of the State Government, the State Government may determine the lease and forfeit the whole or part of the security deposit.

Penalty in case of default in payment of royalty and breach of covenants

2. If the lessee or his transferee or assignee makes any default in payment of rent or water rate or royalty as required by section 9 of the Mines and Minerals (Regulation and Development) Act, 1957 or commits a breach of any of the conditions and covenants other than those referred to in covenant 1 above, the State Government shall give notice to the lessee requiring him to pay the rent, water rate, royalty or remedy the breach, as the case may be, within sixty

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 पतर प्रदेश शासन

J. R. Varshney

-41-

days from the date of receipt of the notice and if the rent, water rate and royalty are not paid or the breach is not remedied within such period, the State Government may without prejudice to any proceedings that may be taken against him, determine the lease and ^{forfeit} ~~forfeit~~ the whole or part of the security deposit.

Penalty for repeated breaches of covenants

3. In cases of repeated breaches of covenants and agreements by the lessee for which notice has been given by the State Government in accordance with clauses 1 and 2 and ^{and} ~~and~~ ^{mentioned} ~~mentioned~~ on earlier occasion, the State Government without giving any further notice, may impose such penalty not exceeding twice the amount of annual dead rent specified in clause 2, Part V.

Failure to fulfil the terms of lease due to 'Force Majeure'.

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

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संयुक्त सचिव,
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J.R. Varshney

-42-

quake and any other happening which the lessee could not reasonably prevent or control.

Lessee to remove his properties on the expiry of lease.

5. The lessee having first paid 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 clauses 1 and 2 of this Part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down and remove for his 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 in or upon the said lands and which the lessee is not bound to deliver to the State Government under clause 20 of Part VII of this Schedule and which the State Government shall not desire to purchase.

Forfeiture of property left more than six months after determination of lease.

6. If at the end of six calendar months after the expiration or sooner determination of the said term under the provision contained in clause 4 of Part VIII of this Schedule become effective there shall remain in or upon the said land any engines machinery plant buildings structures tramways railways and other work erections and conveniences or other property

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J. R. Vanshy

-43-

which are not required by the lessee in connection with operations in any other lands held by him under prospecting licence or mining lease the same shall if not removed by the lessee within one calendar month after notice in writing requiring their removal has been given to the lessee by the State Government be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof.

Notices.

7. Every notice by these presents required to be given to the lessee shall be given in writing to such person resident on the said lands as the lessee may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee by registered post addressed to the lessee at the address recorded in this lease or at such other address in India as the lessee may from time to time in writing to the State Government designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the lessee and shall not be questioned or challenged by him.

Immunity of State Government from liability to pay compensation.

8. If in any event the orders of the State Government are revised, reviewed or cancelled by the Central

J. R. Varshney

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 (संलग्न विवरण)
 दिनांक 1/11/57
 1/11/57

Government in pursuance of proceedings under Chapter VII of the Mineral Concession Rules, 1960, the lessee shall not be entitled to compensation for any loss sustained by the lessee in exercise of the powers and privileges conferred upon him by these presents.

8A. The lease is executed at Lucknow the capital town of the State of Uttar Pradesh 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 to the area under lease, condition of lease, the dues realisable under the lease and in respect of all matters touching the relationship of the lessee and the lessor, the suits (or appeals) shall be filed in the Civil Courts at Lucknow 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 the courts named above.

9. For the purpose of stamp duty the anticipated average dead rent from the demised land is Rs. 3532.86 per year.

(सचिव विभाग)
संयुक्त सचिव,
सखी विभाग,
उत्तर प्रदेश शासन

J. R. Varshney

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

Signed by.....

For and on behalf of the Governor of Uttar Pradesh, the Lessor

उत्तर प्रदेश सरकार
सचिव,
संयोजित विभाग,
उत्तर प्रदेश कानून

In the presence of-

1.
(संयोजित विभाग उपप्रेती)
अनुमान अ. अधिकारी,
संयोजित विभाग-12
उ. प्र. लखनऊ

2. ...
2nd Section-12

Signed by J.R. Varshney the lessee
(J.R. VARSHNEY)

In the presence of -

"Deed has been compared with the vetted draft"

1.
मुख्य खान अधिकारी
भूतत्व एवं खनिकर्म निदेशालय
उ. प्र., लखनऊ

2.
खान अधिकारी
भूतत्व एवं खनिकर्म निदेशालय
उ. प्र. लखनऊ

2.

"Entries checked of the deed from page 0:1 to 0:25"

मुख्य खान अधिकारी
भूतत्व एवं खनिकर्म निदेशालय
उ. प्र., लखनऊ

2	अभ्य. खर्च	26500
	अन्य 40	10000
	<u>कुल</u>	<u>36500</u>

25/8/93

अनु. 40 - धारा 33 निर्णय विनोद
 धारा 42 प्रमाण अधि० के अंतर्गत प्रमाण २३
 प्रमाणित किया जाता है कि श्री/श्रीमती जिहेंदराम
 काशीराम ... ५६/१६ ...
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 25/8/93



25/8/93

वकीलजी अलय २० १५० व २५०० रूप्य १२ मजदूर
 58 म दस्तावेज 1197 ५५ मजदूर विना
 16-X-93 का मप नबरा ७ निर्दिष्ट विप

50/10

INSPECTORATE OF
 ...

2. मेरे पास प्रयागराज तथा अन्य किसी भी जनपद में मेरे पास कोई खनन पट्टा नहीं है।
3. मेरे नाम पर प्रयागराज तथा अन्य किसी भी जनपद में मेरे ऊपर कोई अपराधिक मामला दर्ज नहीं है।
- उपरोक्त ब्यान 1 लगायत 3 मेरी जानकारी में सच है तथा कुछ भी छुपाया नहीं गया है।

दिनांक-
25-08-2022

शपथकर्ता

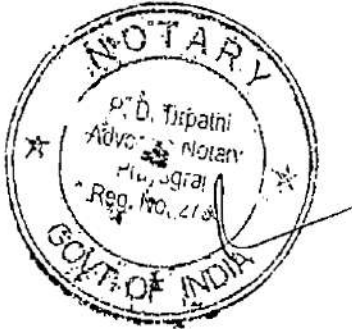
J. R. Varshney

जितेन्द्र राय वाष्ण्य

44/2 लाउदर रोड जार्ज

टाउन प्रयागराज

मो. 9415123295



Identified by *Jitendra Kumar Varshney*
Advocate to be his/her affidavit
are true and correct which is here by
verified and attested

IDENTIFIED BY
Paul
ADVOCATE PRAYAGRAJ

P.D. Tripathi
Advocate Notary
Govt. of India

25/08/22

J. R. VARSHNEY
44/2 Lowther Road
George Town
ALLAHABAD-2, 1002



नो इयूज प्रमाण पत्र

के लिए प्रार्थना पत्र

4147
14/9/11

सेवा में,

श्रीमान लक्ष्मील दार
लक्ष्मील - सदर, इलाहाबाद

महोदय,

निवेदन है कि प्रार्थी जितेंद्र राय वाव्वाय

पुत्र श्री स्वर्गीय फूलचन्द वाव्वाय

ग्राम 44/2 लाउदर रोड तहसील सदर

ब्लाक जिला इलाहाबाद

का निवासी है। प्रार्थी को नो इयूज प्रमाण पत्र की आवश्यकता है।

अतः श्री मान् जी से निवेदन है कि प्रार्थी का नो इयूज प्रमाण पत्र बनाया जाय।

नोटिस
उपलब्ध संग्रह- इतिहास के
अनुसार आर्षदा के नाम वल्लभ में
आंकल-पते पर किसी प्रकार का
रजस्वीय दफ्तर बनाया नहीं है।

13-09-11

प्रार्थी जितेंद्र राय वाव्वाय

नाम जितेंद्र राय वाव्वाय

पुत्र श्री स्वर्गीय फूलचन्द वाव्वाय

ग्राम 44/2 लाउदर रोड,

तहसील सदर

ब्लाक

जिला इलाहाबाद



13.09.2011

OFFICE OF THE DISTRICT MAGISTRATE, ALLHABAD
(Mines Section)

Letter No: 197 /Mines/2007

Dated: 7 June 2007

CERTIFICATE FOR ROYALTY CLEARANCE

M/S Shri J.R.VARSHNEY S/O Shri Phool Chandra Varshney who holds the mining leases of extracting Silica Sand, under the Mineral concession Rules-1960 for an area 97 Acres/hectares in Village JANWAN, Tehsil-Bara, District Allahabad has produced his statement and Director of Geologist and Mining Department, Allahabad has also produced the Royalty Statement for the period 01-04-2006 to 31-03-2007. According to these statement and available of office records the lease holder has paid full Royalty/dead rent for the period from 01-04-2006 to 31-03-2007 payable under the Mines and Minerals (Regulation and Development) Act 1957.

These Rules made as per Schedule and terms of the lease.



[Signature]
7-6-07
District Mines Officer
For Collector
Allahabad

J. R. Varshney

07 06. 2007

OFFICE OF THE DISTRICT MAGISTRATE, ALLHABAD
(Mines Section)

Letter No: 29 /Mines/2006

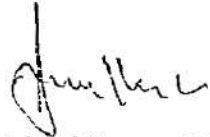
Dated: 21.12.2006

CERTIFICATE FOR ROYALTY CLEARANCE

M/S Shri J.R.VARSHNEY S/O Shri Phool Chandra Varshney who holds the mining leases of extracting Silica Sand, under the Mineral concession Rules-1960 for an area 97 Acres/hectares in Village JANWAN, Tehsil-Bara, District Allahabad has produced his statement and Director of Geologist and Mining Department, Allahabad has also produced the Royalty Statement for the period 01-04-2004 to 31-3-2006 59,504/- M-T- Tonnes Silica Sand. According to these statement and available of office records the lease holder has paid full Royalty/dead rent for the period from 01-04-2004 to 31-3-2006 payable under the Mines and Minerals (Regulation and Development) Act 1957.

These Rules made as per Schedule and terms of the lease.




District Mines Officer
For Collector
Allahabad



21.12.2006

No. 206 /Khadan

Dated 24-12-2001

MINING DUES CLEARANCE CERTIFICATE

M/s Shri J. R. Varshney s/o Shri Phool Chand Varshney who holds

the mining leases of extracting silica sand, under the Mineral concession Rules- 1960 for an area _____

acres/hectares in village Tanwa

Tehsil Bara District Allahabad has produced his statement

and Director of Geologist and Mining Department Allahabad

has also produced the Royalty Statement for the period-

1999-2000 of 31,692.30 M.Tonnes Silica Sand.

According to these statement the lease holder has paid full

royalty /deadrent for the period from 1.4.1999 to 31.3.2000

payable under the Mines and Minerals (regulation and

development) Act 1957.

These rules made as per-schedule and terms of the

lease.



For Collector
Allahabad.

24.12.2001

J. R. VARSHNEY
44/16, LOWTHER ROAD
ALLAHABAD-211002

No. 93 /Khadan/2000

Dated 16-2-2000

MINING DUES CLEARANCE CERTIFICATE

M/s J. R. Varshney, 44/16 Lower Road Road who holds the mining leases of extracting silica sand, under the Mineral concession Rules- 1960 for an area _____ acres/hectares in village Jamwa Tahsil Bara District Allahabad has produced his statement and Director of Geologist and Mining Department Allahabad has also produced the Royalty Statement for the period- 96-97, 97-98, 98-99 of 58297.407 M.Tonnes Silica Sand. according to these statement the lease holder has paid full Royalty /deadrent for the period from 1.4.96 to 31.3.99 payable under the Mines and Minerals (Regulation and Development) Act 1957.

These rules made as per-schedule and terms of the lease.



24/16.2
For Collector
Allahabad.

M.C. प्रभारी अधिकारी खदान
इलाहाबाद

16.02.2000

J. R. VARSHNEY
44/16, LOWER ROAD
ALLAHABAD-201001

5.05.1999



Handwritten signature: R. Varadachari

சட்டமன்றப் பேரவைத் தலைவர்
66/5/99

அன்புடன் உறுப்பினர் பதவியை ஏற்றுக்கொள்ளும் வகையில்
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உறுப்பினர் பதவியை ஏற்றுக்கொள்ளும் வகையில்

66/5/99
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66/5/99

சட்டமன்றப் பேரவைத் தலைவர்

कार्यालय जिलाधिकारी, इलाहाबाद ।

खदान-अनुभाग

संख्या *20/16*

खदान/99

दिनांक 20 अप्रैल, 1999

श्री जे० आर० वाष्पेय,

निवासी-44/16 लाउदरसोड, इलाहाबाद

आपके अद्वैत प्रार्थना पत्र दिनांक 22-4-99 के सम्बन्ध में अवगत कराता है कि आपके पक्ष में स्वीकृत सिलका सेण्ड की खदान की रायवटी वर्ष-1995-96, 1995-97 व 1997-98 तक की उपाकर ली गयी है व कोई बकाया अवशेष नहीं है ।

20/16
प्रभारी अधिकारी खदान, इलाहाबाद ।



20.04.1999

20/16

दिनांक : 11.06.2020

सेवा में,

ज्येष्ठ खान अधिकारी

भूतत्व एवं खनिकर्म (खदान)

जिलाधिकारी, प्रयागराज (उ०प्र०)

(खनन अनुभाग)

29/06/2020

विषय : रायल्टी - ऑर्डर आपत्त वर्ष 1999-2000 तथा
2000-2001 अन्तर् रायल्टी वकाम रु 5600/-

श्रीमान जी,

आपके कार्यालय नोटिस पत्रांक 64/खनन/2019-20 दिनांक 02.03.2020 के संदर्भ में ऑर्डर आपत्त सम्प्रदाय वर्ष 1999-2000 तथा 2000-2001 भाग-2 खण्ड अ प्रस्तर-1 प्रतिवेदन पत्रांक 885 दिनांक 22.10.2001 के अनुसार सिलिका सैण्ड के खनन पर्ये पर संशोधित दर से निकाली गई रायल्टी रु. 5600/- पर मप ब्याज 24% वार्षिक दरसे जमा - भारतीय स्टेट बैंक मुख्य शाखा प्रयागराज, जिसका चालान संख्या FB000004 दिनांक 11.06.2020 रु. 26,432/- है। चालान की मूल प्रति (खनन अनुभाग) में जमा कर रहा हूँ। कृपया निकाली गई सिलिका सैण्ड की अन्तर् रायल्टी का मांग को निरस्त करने की कृपा करें। धन्यवाद

सलमन! ①-चालान की मूल प्रति

रु. 26,432/- SBI

② पत्रा. कासखिप खनन अनुभाग (खान)

J.R. Varshney
(जे.आर. वार्शनी)
पटराकारक

वित्तीय नियम संग्रह खण्ड-6, भाग-2

प्रपत्र संख्या/43ए(1)

(प्रस्तर 417 एवं 418 देखिए)

धनराशि जमा करने का चालान फार्म

A-1369

उपकोषागार/बैंक का नाम व शाखा : भारतीय स्टेट बैंक मुख्य शाखा, प्रयागराज।

जिस व्यक्ति (पदनाम यदि आवश्यक हो) या संस्था के नाम से धनराशि जमा की जा ही है उसका नाम व पता : श्री जे0 आर0 वार्ष्णेय पुत्र स्व0 फूलचन्द्र निवासी 44/2 लाउदर रोड, जार्जटाउन, प्रयागराज।

पंजीकरण संस्था/पक्ष का नाम व वाद संख्या। : कार्यालय नोटिस सं0-64/खनिज जमा की जा रही धनराशि का पूर्ण विवरण (धनराशि किस हेतु जमा की जा रही है तथा किस विभाग के पक्ष में जमा की जा रही है।) : /2019-20 दिनांक 02.03.2020 के क्रम में ऑडिट आपत्ति सम्प्रेक्षण वर्ष 1999-2000 से 2000-2001 भाग 2 खण्ड अ प्रस्तर-1 प्रतिवेदन पत्रांक 885 दिनांक 22.10.2001 के प्रस्तर-2 के क्रमांक-6 पर अंकित जे0आर0 वार्ष्णेय के विरुद्ध अन्तर रायल्टी रू0-5600.00 को 24 प्रतिशत साधारण ब्याज सहित वसूली क्रम में दिनांक 12.09.2000 से अभी तक अर्थात् (दिनांक 01.10.2000 से 31.05.2020 तक कुल-236 माह) तक कुल रू0 -26,432.00

चालान की सकल राशि

चालान की निबल राशि

लेखाशीर्षक का पूर्ण विवरण/लेखा शीर्षक की मुहर

लेखाशीर्षक का 13 डिजिट कोड

0853-बलौह खनन तथा धातु कर्म उद्योग

102-खनिज रियायत शुल्क किराया और स्वत्व शुल्क
: 102-खनिज रियायत शुल्क किराया और स्वत्व शुल्क

मुख्य लेखा-शीर्षक उप मुख्य शीर्षक लघुशीर्षक उप-शीर्षक ब्योरेवार-शीर्षक धनराशि अंकों में

0	8	5	3	0	0	1	0	2	0	1	0	0	26,432.00
													-
													योग 26,432.00

राशि शब्दों में (छब्बीस हजार चार सौ बत्तीस रू0 मात्र)

चालान में लेखाशीर्षक की पुष्टि करने वाले विभागीय अधिकारी के हस्ताक्षर मुहर सहित

जमाकर्ता का नाम व हस्ताक्षर

R. N. Singh

11-06-2020
M. 9415123295

केवल उपकोषागार/बैंक के प्रयोगार्थ

क्रम संख्या..... अंकों में रू0
दिनांक..... शब्दों में रू0.....

J. R. VARSHNEY
44/2 Lowther Road
George Town
ALLAHABAD-211002

प्राप्त किया
जमाकर्ता का हस्ताक्षर उपकोषागार/
बैंक की मुहर सहित
भारतीय स्टेट बैंक
11 JUN 2020
Asterisk Number: I.D. No.-8579954
नगर प्राप्त/भुगतान/अन्तरण

कार्यालय जिलाधिकारी, प्रयागराज।

(खनन अनुभाग)

पत्रांक: 64 / खनिज / 2019-20

दिनांक: 02 / 03 / 2020

नोटिस

ज० आर० वा० कार्यालय S/o स्व० प्र० अ०
 न०-44/2 ला० 3 दर रा०,
 ज० आर० प्रयागराज स०

क्वैरी कार्यालय, प्रयागराज की लम्बित आडिट आपत्तियों में सम्प्रेषण वर्ष 1999-2000 व 2000-01 भाग-2 खण्ड-अ प्रस्तर-1 प्रतिवेदन पत्रांक-885 दिनांक 22.10.2001 के अनुसार आपके विरुद्ध सिलिका सैण्ड के खनन पट्टे पर देय स्वामित्व विज्ञप्ति सं०-जी०एस०आर००713 (ई०) दिनांक 12.09.2000 द्वारा संशोधित दरों से जमा न कराकर पुरानी दरों से जमा करायी गयी रायल्टी का अन्तर रायल्टी बकाया धनराशि रू० 5600 (पाच हजार छह सौ) वसूली हेतु शेष है।

अतः आपको निर्देशित किया जाता है कि आपके पक्ष में स्वीकृत/निष्पादित सिलिका सैण्ड के खनन पट्टे से उपरोक्त सम्बन्धित बकाया धनराशि मय 24 प्रतिशत ब्याज दर सहित पत्र प्राप्ति के 15 दिवस के अन्दर खनिज विभाग के निर्धारित लेखा शीर्षक 0853 में जमा कराकर चालान की मूल प्रति इस कार्यालय को उपलब्ध कराना सुनिश्चित करें, अन्यथा की स्थिति में उ०प्र० उपखनिज (परिहार) नियमावली 1983 के नियम 58 के तहत भू-राजस्व की भांति वसूली प्रमाण पत्र निर्गत कर दिया जायेगा, जिसके लिए आप स्वयं जिम्मेदार होंगे।

ज्येष्ठ खान अधिकारी/
 कृते जिलाधिकारी,
 प्रयागराज।

पत्रांक: / खनिज / 2019-20 तद्दिनांक।

प्रतिलिपि-निदेशक, भूतत्व एवं खनिकर्म, निदेशालय उ०प्र०, खनिज भवन, लखनऊ को सादर सूचनार्थ प्रेषित।

2. तहसीलदार (प्रयागराज) को मूल प्रति सहित इस आशय के साथ प्रेषित कि नोटिस की एक प्रति सम्बन्धित को हस्तगत कराकर दूसरी प्रति अपनी तामीली आख्या सहित इस कार्यालय को उपलब्ध कराना सुनिश्चित करें।

ज्येष्ठ खान अधिकारी/
 कृते जिलाधिकारी,
 प्रयागराज।

कार्यालय जिलाधिकारी, प्रयागराज।

(खनन अनुभाग)

पत्रांक: 64 / खनिज / 2019-20

दिनांक: 02 / 03 / 2020

नोटिस

ज०आर० वा००५१/० स्व०प्र०ल०च०न०
 न०-५५/२ ला०३०२०२०
 ज०आर० वा००५१/० स्व०प्र०ल०च०न०

कैवरी कार्यालय, प्रयागराज की लम्बित आडिट आपत्तियों में सम्प्रेषण वर्ष 1999-2000 व 2000-01 भाग-2 खण्ड-अ प्रस्तर-1 प्रतिवेदन पत्रांक-885 दिनांक 22.10.2001 के अनुसार आपके विरुद्ध सिलिका सैण्ड के खनन पट्टे पर देय स्वामित्व विज्ञापित सं०-जी०एस०आर००७११३ (ई०) दिनांक 12.09.2000 द्वारा संशोधित दरों से जमा न कराकर पुरानी दरों से जमा करायी गयी रायल्टी का अन्तर रायल्टी बकाया धनराशि रू० 5600 (पाँच हजार छह सौ) वसूली हेतु शेष है।

अतः आपको निर्देशित किया जाता है कि आपके पक्ष में स्वीकृत/निष्पादित सिलिका सैण्ड के खनन पट्टे से उपरोक्त सम्बन्धित बकाया धनराशि मय 24 प्रतिशत ब्याज दर सहित पत्र प्राप्ति के 15 दिवस के अन्दर खनिज विभाग के निर्धारित लेखा शीर्षक 0853 में जमा कराकर चालान की मूल प्रति इस कार्यालय को उपलब्ध कराना सुनिश्चित करें, अन्यथा की स्थिति में उ०प्र० उ०खनिज (परिहार) नियमावली 1983 के नियम 58 के तहत भू-राजस्व की भांति वसूली प्रमाण पत्र निर्गत कर दिया जायेगा, जिसके लिए आप स्वयं जिम्मेदार होंगे।

ज्येष्ठ खान अधिकारी /
 कृते जिलाधिकारी,
 प्रयागराज।

पत्रांक: / खनिज / 2019-20 तददिनांक।

प्रतिलिपि-निदेशक, भूतत्व एवं खनिकर्म, निदेशालय उ०प्र०, खनिज भवन, लखनऊ को सादर सूचनार्थ प्रेषित।

2. तहसीलदार (प्रयागराज) को मूल प्रति सहित इस आशय के साथ प्रेषित कि नोटिस की एक प्रति सम्बन्धित को हस्तगत कराकर दूसरी प्रति अपनी तामीली आख्या सहित इस कार्यालय को उपलब्ध कराना सुनिश्चित करें।

ज्येष्ठ खान अधिकारी /
 कृते जिलाधिकारी,
 प्रयागराज।

वित्तीय नियम संख्या 1508-6, भाग-2

प्रपत्र संख्या/43ए(1)

(प्रस्तर 417 एवं 418 देखिए)

धनराशि जमा करने का चालान फार्म

उपकोषागार/बैंक का नाम व शाखा : भारतीय स्टेट बैंक मुख्य शाखा, प्रयागराज।

जिस व्यक्ति (पदनाम यदि आवश्यक हो) या संस्था के नाम से धनराशि जमा की जा रही है उसका नाम व पता : श्री जे0आर0 वार्ष्णय पुत्र श्री फूलचन्द्र वार्ष्णय निवासी-लाउदर रोड, प्रयागराज।

पंजीकरण संस्था/पक्ष का नाम व वाद संख्या। जमा की जा रही धनराशि का पूर्ण विवरण (धनराशि किस हेतु जमा की जा रही है तथा किस विभाग के पक्ष में जमा की जा रही है।) : भारत के महालेखापरीक्षक के 31 मार्च, 2004 के समाप्त हुये वर्ष के लिए प्रतिवेदन (राजस्व प्राप्ति) में उल्लिखित प्रस्तर संख्या-6.2.6 में इंगित धनराशि रू0 5,600.00

0853-अलौह खनन तथा धातु कर्म उद्योग

102-खनिज रियायत शुल्क किराया और स्वत्व शुल्क

चालान की सकल राशि

: 5,600.00 रू0

चालान की निबल राशि

:

लेखाशीर्षक का पूर्ण विवरण/लेखा

0853-अलौह धातु खनन और धातु कर्म उद्योग

शीर्षक की मुहर

: 102-खनिज रियायत शुल्क किराया और स्वत्व

लेखाशीर्षक का 13 डिजिट कोड

शुल्क

मुख्य लेखा-शीर्षक उप मुख्य शीर्षक लघुशीर्षक उप-शीर्षक ब्योरेवार-शीर्षक धनराशि अंकों में

0 8 5 3

0 0

1 0 2

0 1

0 0

5,600.00

राशि शब्दों में (पांच हजार छः सौ रू0 मात्र)

योग 5,600.00

चालान में लेखाशीर्षक की पुष्टि करने वाले विभागीय अधिकारी के हस्ताक्षर मुहर सहित

खदः सहायक कलेक्टर, प्रयागराज

जमाकर्ता का नाम व हस्ताक्षर

JITENDRA RAI VARSHNEY

केवल उपकोषागार/बैंक के प्रयोगार्थ

क्रम संख्या.....अंकों में रू0

दिनांक..... शब्दों में रू0

प्राप्त किया

जमाकर्ता का हस्ताक्षर उपकोषागार/ बैंक की मुहर सहित

31 JAN 2023

31.01.2023

1509



भारत सरकार
GOVERNMENT OF INDIA



J. R. Varshney



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

J. R. VARSHNEY
44/2 Lowther Road
George Town
ALLAHABAD-2, 1002