

FORM OF ANNUAL QUARRY LEASE FOR SAND

(Disposed by Public Auction U/S 70 of the Maharashtra Minor Mineral Extraction
(Development & Regulation) Rules 2013 & Govt. Revenue and Forest Department
Resolution No. Gau.kha.ni/10/0512/Pra.kra.-300/Kh./ dt. 12 March 2013

This indenture made this _____ day of _____ on behalf of the Collector (hereinafter called the 'Lesser' which expression shall where the context so admits is deemed to include his successor in office and assigns) on one part and Shri _____
R/o. _____ (here in after referred to as the "Lessee").

Where as the lessee has bided highest in the public auction held on _____ for recorded sand block described in the schedule herein after written as "Sand Quarry" and where as the lesser has communicated his approval to grant of this lease for the period from _____ to _____ in consideration of Rs. _____ (Rupees in words _____ out of this Rs. _____ has been credited vide receipt No./ Challan No. _____ dated _____ and subsequently Rs. _____ (Rupees _____) being the balance amount of the highest bid vide receipt No./Challan No. _____ dated _____ and security deposit Rs.5000/- vide NSC No. _____ dated _____.

In witness where of these presents have been executed in manner here under appearing the day and year first above written. The schedule above referred to....

District	Tahasil	Name of Sand Ghat/Block/ Village	Survey No./ Gat No.	Area Sq.mtr.	Depth Mtrs.	Sanctioned Quantity of Sand (Brass)
Amravati	Details as per the sanctioned order No. Khanij/Re.h./ Kavi- /2015 dated / 12 / 2015.					

Estimated on the demarcated plan here to annex and thereon colored red here in after referred to as the said quarry. The lesser and the lessee is hereby mutually, agreed to abide by the terms and conditions set forth at the time of auction and also as below viz :

TERMS AND CONDITIONS :-

- 1) On acceptance of the bid bidder shall execute an agreement on stamp paper (Purchase at his own cost) with surety's solvent for the amount of contract within 15 days after the sale is confirmed and earnest money is paid. If the agreement is not executed within the prescribed time the area will forthwith be forfeited. The contractor will not be put in possession of the area until he execute the agreement on due date.
- 2) The auction purchaser shall not excavate or remove and shall not permit excavation nor removal of sand from places which are in vicinity of hamlets, house or other construction so as to expose the said mineral being excavated or removed from such places. The decision of the collector as to the area from which removal of sand should be prohibited shall be final.
- 3) The sand shall not be dredged / removed / excavated within 600 mtrs. (2000 fts.) from any side of the railway bridge and 200 mtrs. from road bridge, 500 mtrs. from water sources and or as fixed by GSDA.
- 4) The collector shall have absolute powers to impose such restrictions on the use of dredger / JCB, pocklein or any excavator for the excavation of sand in any area as shall appear to him to be reasonable in the interest of free navigation and/or public convenience, protection of life and property. Lessee should take permission before using dredger/JCB/ pocklein machine and shall not excavate sand below the depth as fixed by GSDA from the surface.
- 5) The sand shall not be removed from the places lying outside the prescribed limits not from lands which are owned by the private individuals although they may be within the contractor's area and also not from the places which are used as roads or footpaths. Excavation should not be beyond the depth fixed. Excavation should be in one level.
- 6) The amount of auction money should be paid in one installment before starting the work. The amount of deposit should be adjusted at the time of making payment.
- 7) The auction purchaser shall be liable for any loss or damages to the private property which may occur by excavation or by removal of sand such loss or damages

shall be estimated by the collector whose decision shall be final and the amount of such a loss as determined by the collector shall be recoverable as arrears of land revenue.

8) The auction purchaser shall not sue the Govt. for loss or damages in the event of Govt. Cancelling the contract during the period of its existence nor shall prohibit excavation or removal of sand / clay for Govt. Work within the area for which contract is given.

9) The parties intending to carry and shall not be entitled to do so until they have obtained passes from the contractor who has the right to collect the prescribed fees before issuing the passes. No sand should be transporter without the valid transit passes duly issued to the contractor by the competent officer. The pass is valid for the date of which it has been issued. Any transportation of mineral without valid or tempered passes will be consider as unauthorized excavation and will be a punishable offence under section 48 (7) & (8) of Maharashtra Land Revenue Code 1966.

10) The contractor shall not store sand for the resale purpose. On expiry of the contract all property or sand which has been excavated but not removed shall vest with the Govt. The Contractors shall not sue for the price of the excavated property of sand not removed before the expiry of the period.

11) The auction purchaser shall give preference to the cooperative societies in the matter of grant of permits and passes for removal of sand.

12) The auction purchased shall not sublet the area or take any partner or change its status without the express previous permission of the collector.

13) The auction purchaser shall maintain a register and submit the prescribed monthly statement regarding dispatches of sand from the ghat before 10th of the following month to the collector / SDO / Tahasildar having showing quantities dispatches from the prescribed area, date, time, name and address of the purchaser, pass no., vehicle no., total quantity dispatched till date etc.

14) The auctioned sand shall be removed from the survey no./ghat no. and from the area for which the auction was held and allotted and it is the responsibility of the auction purchaser to get demarcate the assigned area from a competent authority an defect boundary pillars from all side and limits the removal of sand within the assigned area. Any removal of sand from unassigned area will be treated as illegal and liable for action under provisions of section 21 of MMRD Act 1957 and section 48(7) and (8) of MLR Code 1966.

He will also put sign board at proper places showing the name of the contractor the area lease, survey No. and the name of village and other relevant auction details.

15) The period of auction sale of right of collection and removal of sand shall be from _____ to 30.09.2015 OR till the lifting of _____ Brass quantity of sand (spot wise quantity details as per sanctioned order), the date which is earlier and shall not be extended on any account or claimed for refund for non lifting sanctioned quantity of sand.

The auction purchaser shall not excavate or transport more than the sanctioned quantity of sand. Excavation / transportation of more than sanctioned quantity of sand will be treated as unauthorized excavation and will be punishable offence under the section of 48 (7) and (8) of Maharashtra Land Revenue Code 1966.

16) The auction purchaser shall transport sand from the existing roads and no separate road shall be provided for this purpose. He has to manage himself for the road if approach road is not available for the ghat he has purchased. Govt. will not be responsible for any financial loss due to non availability of approach land.

17) The auction purchaser shall not cause any damage to the natural resources and the environment in and around the river.

18) The auction purchaser shall not excavate sand below the depth of 5 ft. of the depth fixed / as mentioned in the sanction order. The excavation should be in a level. And shall not disturb the river or nallah bed it's to cause damage to environment.

19) The auction purchaser shall not disturb the nistar rights of the villages.

20) The auction purchaser shall immediately report all accidents occurred at the time of collection and removing sand from the area, to the nearest police station and Tahsil office.

21) The auction purchaser shall issue the transit passes, approved passes, SMATS to all of the vehicle removing and transporting sand for every trip which in turn shall maintain production and dispatch register showing particulars as to removal of sand. The books of accounts, register shall be kept open for inspection of District Mining Officer. Revenue Officer / personnel and such other inspecting authorities of Collectorate and Directorate of Geology and Mining and will be made available to the concerned officer as and when demanded. If any vehicle found carrying sand more than

the quantity than the quantity of sand for which pass has been issued by the auction purchaser and the offence is repeated then the auction is liable for cancel.

22) The Collector may cancel the contract for breach of any condition subject to which the contract has been given to him. It shall be open for Collector to levy reasonable penalty of fine for the breach of any condition instead of cancelling the contract.

23) In the event of cancellation of the contract the area shall be auctioned against and the contractor due to whose default fresh auction is necessitate shall be liable for the deficit which shall be recovered from him as arrears of land revenue but he shall not be entitled to any benefit out of it.

24) The auctioned sand shall be removed only during the period from 6.00 AM to 6.00 P.M. Further as per the Govt. Rev. & Forest Department, Circular No. Gaukhani-10/2001/CR-23/Kh dated 17.2.2001 and D.O. Letter No. Gaikhani-10/2002/CE 131/Kh. Dated 21.6.2002 the sand should not be transported more than the capacity of the vehicle carrying, sand as passed by RTO Further, while transporting, the sand should be covered by the Talpatri/ plastic cover otherwise necessary action will be taken against the concerned driver / owner. The sand ghat bidders will be fully responsible for repairs of pits on road from sand ghat and road from sand ghat. If the driver not having transport pass of sand while transporting the sand it will be viewed seriously and action will be taken to cancel his license and also matter will be reported to police station concerned. Beyond this action will be taken for fine as per **five** times of market value and the vehicle will remain suspended for future six month. (As per Revenue and Forest Department, Maharashtra Ordinance No. XII of 2015 Dated 12/06/2015)

25) As per Govt. Rev & Forest Dept. Circular Number Gaukhani-10/ 2001/CR-23/KH dated 17.2.2001, the sand should not be transported more than two brass in one Truck / Tipper and 1.5 bras in one tractor / Trailer and also while transporting the sand it should be covered by the plastic cover or as per RTO passing.

26) The auction purchaser shall observe all the relevant terms and conditions mentioned and such other rules mentioned under the existing Maharashtra Minor Mineral Extraction (Development & Regulation) Rules 2013 and also under Maharashtra Land Revenue Code 1966. The auction purchaser shall further observe that even the end use of that sand happens to be as minor mineral only.

- 27) The auction purchaser should deposit 20 % of upset price of sand ghat and 2 % of bid amount (Environment) as security for due observance of the terms and conditions of the contract which should be refunded to him after fulfillment of contract.
- 28) The auction purchaser shall sell sand at the reasonable rate. If it is found that the sand is selling at exorbitant rate the Collector shall be competent to fix the selling rate from time to time as deem fit to him and the same shall be binding on the contractors.
- 29) During the course of excavation of sand discovery of any new mineral shall be reported to the Collector by the contractor.
- 30) The auction purchaser shall observe all the terms and conditions mentioned in Govt. Revenue and Forest Department resolution No. Gau.kha.ni/10/0512/Pra.kra.-300/Kh./ dt. 12 March 2013, terms and conditions fixed by the Collector and all G.R. guide lines issued from time to time.
- 31) The auction purchaser has to follow all the terms and conditions mentioned in Govt. Revenue and forest Department Circular No. Gau.kha.Ni./10/0815/ Pra.Kra.-478/Kh./ Dated 16th October, 2015.
- 32) The auction purchaser has to follow all the terms and conditions mentioned in State Level Environment Impact Assessment Authority's (SEIAA) Environment Clearance Letter No. SEAC-2015/CR.242/TC-2, Dated 3rd December, 2015 and Dated 19th December, 2015 which are as follows,

Specific Conditions :-

1. Distance between lease area to be marked as per actual shape and size, on Village Map or authenticated map available with Revenue Authority and ensure provisions regarding distance between two lease area and total lease area in the OM dated 24th December 2013 issued by MoEF.
2. The validity of EC to the above mentioned sand blocks satisfying stipulated conditions is up to 30th September, 2016 only.
3. The auction purchaser to ensure the directions given by Hon'ble National Green Tribunal, Pane in application no 44/2014 (Paramjeet Singh kalsi Vs MoEF&CC & Others) dated 19.10.2015 as below-
 - i) The concerned Tahsildar of that area will be the Authority for conducting periodic inspections, site visits and attending to complaints of violation etc. Tahsildar will visit the site to verify whether the concerned Lessee or Transferee, after transfer of Environment clearance on their name, have followed the conditions stipulated in the