

FORM F – 1

(Reconnaissance Permit Deed)

(See rule 7A)

When the permit holder is an individual

THIS INDENTURE made this-----day of ----20 between the Governor of -----/the President of India (hereinafter referred to as the 'State Government' which expression shall where the context so admits be deemed to include his successors and assigns) of the one part and--- -----(name of person with Address and occupation)(hereinafter referred to as 'the permit holder' which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns).

When the permit holders are more than one individual

(Name of person with address and occupation) and ----- (Name of person with Address and occupation) (hereinafter referred to as 'the permit holders' which expression shall where the context so admits be deemed to include their respective, heirs, executors, administrators, representatives and their permitted assigns).

When the permit holder is A registered firm

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

When the permit holder is a registered company

----- (Name of company) a registered company under -----
----- (Act under which incorporated) and having its registered office at-----
----- (Address) (hereinafter referred to as 'the permit holder' which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the other part.

WHEREAS the permit holder/holders has/have applied to the State Government in accordance with the Mineral Concession Rules, 1960 (hereinafter referred to as the said Rules) for a reconnaissance permit to prospect for -----in the land specified in Schedule 'A' hereunder written and delineated in the plan herewith annexed (hereinafter referred to as the said lands) and has/have deposited with the State Government Rs.----- as the prescribed security according to rule 7B in respect of such permit and has/have paid to the State Government the sum of Rs.----- as the prescribed permit fee for --- months/years in advance in respect of such permit and WHEREAS there is no objection to the grant of such permit and WHEREAS the Central Government has approved the grant of this permit. NOW THESE PRESENTS WITNESS as follows:

PART 1

In consideration of the fee, covenants and agreements hereinafter reserved and contained and on the part of the permit holder(s) to be paid, observed and performed, the State Government hereby grants the reconnaissance permit and demises into the permit holder(s) the rights.

(1) To enter upon or fly over the lands and undertake reconnaissance operations :

To enter upon or fly over the said lands and to undertake reconnaissance operations to search for all, or any------(name of minerals) lying, or being within, under or throughout the said land:

Provided that :

the permit holder shall not enter any forest land or any private land without obtaining permission of the Forest Department or the owner of the private land, as the case may be;

the permit holder shall not fly over the said land unless all necessary clearances from the Defence and Home Ministries, Government of India and the Director General, Civil Aviation, Government of India have been obtained for undertaking aerial surveys.

(2) To use water and clear undergrowth and brush wood etc. :

Subject to the provisions of clause (1) to make and use any drains or water, grounds on the said land for purposes as may be necessary for effectively carrying on the reconnaissance operations and to the workers employed therein and to use water provided always that such use shall not diminish or interfere with the supply of water to which any cultivated land, village, building or watering place for livestock has heretofore been accustomed and that no streams, springs or well shall be fouled or polluted nor any trees cut or injured by any such use or the reconnaissance operations hereby permitted.

(3) To bring upon machinery etc. :

To bring upon the said lands such machinery, equipment and conveniences as may be proper and necessary for effectively carrying on the reconnaissance operations hereby permitted or for the workmen employed thereon.

Reserved nevertheless to the State Government full power and liberty at all

times to enter into and upon the said lands for all or any purposes other than those for which sole rights and permit hereby expressly conferred upon.

To hold the said right and permit unto the permit holder(s) from the date of these presents for the term of -----(hereinafter referred as the said term).

Paying therefor annually in advance a sum of Rs.-----being the permit fee for each year or portion of a year as specified in Schedule B and immediately on the expiration or sooner determination of the said term clear of all fees, rates, taxes, charges and deductions by the permit holder(s) during the said terms.

PART II

Covenants by permit holder(s)

The permit holder(s) hereby covenants/covenant with the State Government as follows :-

Payment of permit fee:-

(1) To pay annually in advance a permit fee in respect of ensuing year or part of the year at such rates and time as are specified in Schedule 'B' hereunder written.

To carry on work in workman-like-manner:-

(2) To work and carry on the operations hereby permitted in a fair, orderly, skilful and workman-like-manner and with as little damage as may be to the surface of the lands and to trees, crops, buildings structures and other property thereon.

Maintenance of correct accounts:-

(3) Permit holder/holder(s) shall maintain an accurate and faithful account of all the expenses incurred by him/them on reconnaissance and also the quantity and other particulars of all samples obtained during such operations and their despatch.

Not to cut or injure trees or disturb public places without previous permission:-

(4) Not to cut or injure any timber or tree on any unoccupied or unreserved land without the written permission of the Deputy Commissioner/Collector nor without such permission disturb the surface of any road or enter upon any public pleasure ground, burning or burial ground or any place held sacred by any class of persons or interfere with any right of way, well or tank.

(5) Not to enter upon any land in the occupation of any person without the consent of the occupier nor to cut or in any way injure any trees, standing crops, buildings, huts, structures or other property of any kind of the occupier of any land or any other person without the written consent of such owner, occupier or person.

Not to commence work in forest lands without previous permission:-

(6) Not to enter upon or commence reconnaissance or prospecting in any forest land without obtaining the written sanction of the Forest Officer so authorised in this behalf by the State Government.

Indemnify Government against all claims:-

(7) To make reasonable satisfaction and pay such compensation as 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 permit and to indemnify and keep indemnified fully and completely 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.

Abide by other Act and Rules:-

(8A) To pay a wage not less than the minimum wage prescribed by the Central or State-Government from time to time.

(8B) To comply with the provisions of the Mines Act, 1952.

(8C) To take measures, at his own expenses, for the protection of environment as may be prescribed by the Central or State Government from time to time.

(8D) To pay compensation to the occupier of the surface of the land on the date and in the

manner laid down in these rules.

Forfeiture of security deposits etc.:-

(9) Whenever the security deposit of Rs.----- or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the State/Central Government, pursuant to the power hereinafter declared in that behalf, the permit holder(s) shall forthwith 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.-----.

Permit holder not to be controlled by the trust, syndicate, etc.:-

(10) The permit holder(s) shall not be controlled or permit himself/themselves to be controlled by any trust, syndicate, corporation, firm or person except with the written consent of the State Government which will be given only after obtaining the prior approval of the Central Government in case where reconnaissance permit executed is in respect of minerals included in the First Schedule to the Act.

Report of accident:-

(11) The permit holder(s) shall without delay send to the Deputy Commissioner/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 permit.

Section 18 of the Act :-

(12) The permit holder(s) shall be bound by such rules as may be issued by the Central Government under section 18 of the Act and shall not carry on reconnaissance, prospecting or other operations under the said permit in any way other than as prescribed under these rules.

Plugging of bore holes, fencing, etc. and restoring the surface of land after determination or abandonment:-

(13) Save in the case of land over which the permit holder(s) shall have been granted a prospecting licence or mining lease, on or before the expiration or sooner determination of the permit, he shall within six months next after the expiration or sooner determination of the permit or the date of abandonment of the undertaking, whichever shall first occur, securely plug any bore or hole and fill up or fence any holes or excavations that may have been made in the lands to such an extent as may be required by the Deputy Commissioner/Collector concerned and shall, to a like extent, restore the surface of the land and all buildings thereon, which may have been damaged or destroyed in the course of reconnaissance or prospecting, provided that permit holder(s) shall not be required to restore the surface of the land, or any building in respect of which full and proper compensation has already been paid.

Removal of machinery, etc. after expiration, determination or abandonment:-

(14) Upon the expiration or sooner determination of this permit or the abandonment of the operations hereby permitted, whichever shall first occur, the permit holder(s) shall remove expeditiously at his/their own cost all plants, engines, machinery implements, utensils and other property and effects theretofore, erected or brought by the permit holder(s) and then standing or being upon the said lands provided that this covenant shall not apply to any part of the said lands which may be comprised in any prospecting licence or mining lease granted to the permit holder(s) during the subsistence of this permit.

Report of work done before the refund of security deposits:-

(15) At any time before the said security deposit is returned to him/them or transferred to any other account or within one month after the expiration or sooner determination of the permit or abandonment of the operations whichever is earlier, the permit holder(s) shall submit to the State Government confidentially a full report of the work done by him/them and disclose all information acquired by him/them in the course of the operations carried on under this permit regarding the geology and mineral resources of the area covered by the permit.

Report of information obtained by permit holder:-

(16) (1) The permit holder(s) shall submit to State Government:

- (a) six monthly report of the work done by him/them stating the

number of persons engaged and disclosing in full the geological, geophysical, or other valuable data collected by him during the period.

The report shall be submitted within three months of the close of the period to which it relates

(b) within three months of the expiry of the permit, or abandonment of operations or termination of the permit, whichever is earlier, a full report of the work done by him and all information relevant to mineral resources acquired by him/them in the course of reconnaissance in the area covered by the permit:

(2) While submitting reports under clause (1), the permit holder(s) may specify that the whole or any part of the report or data submitted by him shall be kept confidential; and the State Government shall thereupon keep the specified portions as confidential for a period of two years from the expiry of the permit or abandonment of operations or termination of the permit, whichever is earlier.

Employment of foreign nationals:-

(17) The permit holder(s) shall not employ, in connection with the reconnaissance operation any person who is not an Indian National except with the previous approval of the Central Government.

Furnishing of Geophysical data:-

(18) The permit holder(s) shall furnish :

- a. all geophysical data relating to prospecting or engineering ground water surveys, such as anomaly maps, sections, plan structures, contour maps, logging, collected by him/them during the course of reconnaissance to the Director General, Geological Survey of India, Calcutta;
- b. all information pertaining to investigations of radio active minerals collected by him/them during the courses of operations to the Secretary to the Department of Atomic Energy, New Delhi.

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

PART III

Powers of the Government

It is hereby agreed as follows :-

Cancellation of the permit and forfeiture of the deposit in case of breach of conditions:-

(1) In the case of any breach of any condition of the permit by the permit holder(s) or his transferees or assignees, the State Government shall give a reasonable opportunity to the permit holder(s) of stating his/their case and where it is satisfied that the breach is such as cannot be remedied, on giving thirty days notice to the permit holder(s) or his transferees or assignees, determine the permit and or forfeit the whole or any part of the said deposit Rs.----- deposited under the covenants in that behalf as the State Government may deem fit. In case the State Government considers the breach to be of a remediable nature, it shall give notice to the permit holder(s) or his transferees or assignees as the case may be requiring him/them to remedy the breach within thirty days from the date of receipt of the notice informing him of the penalty proposed to be inflicted if such remedy is not made within such period.

Application of security to payment of compensation:-

(2) The State Government may from time to time appropriate and apply the said deposit of Rs.----- or any part thereof or any further sum deposited under any covenants in that behalf hereinbefore contained in or towards payment or satisfaction of any claims to compensation which the Government has or may have against the permit holder(s) and/or which may be made by any person or persons against the permit holder(s) and or the State Government in respect of any damage or injury done by the permit holder(s) in exercise of any of the powers conferred by this permit and in or towards payment of any damages, costs of expenses which may become payable as the result of or in connection with any suits or proceedings, which may be instituted against the State Government in respect of any such damage or injury and also or towards payment of the expenses of the carrying out or performance of any works of matters, which the permit holder(s) shall fail to carry out or perform after the expiry or sooner determination of this permit or the abandonment of the operations hereby permitted in accordance with the covenants in that behalf hereinbefore contained or in payment or satisfaction of any claims, damages, costs and expenses.

When the properties are not removed from the lands in time:-

(3) If any plants, engines, machinery implements, utensils or other property or effects which ought to be removed by the permit holder(s) from the said lands, in accordance with the covenant in that behalf hereinbefore contained, be not so removed within one calendar month after notice in writing requiring their removal shall have been given to the permit holder(s) by the State Government, the same shall be deemed to have become the property of the State Government and may be sold or disposed of for the benefit of the State Government in such manner as the State Government shall deem fit, without any liability to pay any compensation or to account to the permit holder(s) in respect thereof.

Permit holder(s) to pay for work done on his/their behalf:-

(4) If any of the works or matter, which in accordance with the covenants in that behalf hereinbefore contained, are to be carried out or performed by the permit holder(s), be not so carried out or performed within time specified in that behalf, the State Government may cause the same to be carried out or performed and the permit holder(s) shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same.

Right of pre-emption:-

(5) In the event of existence of a state of war or emergency (of which the President of India shall be the sole judge and 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 at all times during the said term, have the right [to be exercised by a notice in writing to the permit holder(s)] to forthwith take possession and control of the works, plants, machinery and premises of the permit holder(s) on or in connection with the said lands or the operations under this permit and during such possession or control, the permit holder(s) shall conform to and obey all directions given by or on behalf of the Central or State Government regarding the use of employment of such works, plants premises and minerals provided that fair compensation, which shall be determined in default of agreement by the State Government shall be paid to the permit holder(s) for all loss or damages sustained by him/them by reason or any consequence of the exercises 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.

PART – IV

Rights of permit holder(s)

It is hereby further agreed as follows :-

Preferential right of the permit holder(s) for obtaining prospecting licence or mining lease:

(1) On or before the determination of the permit the permit holder(s) shall have a preferential right for obtaining a prospecting licence or mining lease in respect of whole or part of that land over any other person provided that the State Government is satisfied that the permit holder(s) has/have not committed any breach of the terms and conditions of the reconnaissance permit has undertaken reconnaissance operations to establish mineral resources and is otherwise a fit person for being granted the prospecting licence or mining lease.

Refund of deposit:-

(2) On such date within six calendar months after the determination of the permit as the State Government shall elect after compliance by the permit holder of the provisions of the Mineral Concession Rules, 1960, the amount then remaining in deposit with State Government and not required to be applied to any of the purposes in part III of these presents mentioned, shall be refunded to the permit holder(s) or if the permit holder(s) shall have obtained a prospecting licence or mining lease over the said lands or any portion thereof, be retained at the credit of the permit holder(s) on account of the fees, rents and royalties to become payable under such licence or lease. The amount shall in no case carry any interest whatsoever.

PART V

General Provisions

It is lastly agreed as follows:

Acquisition of land and compensation :-

(1) If after the receipt of an offer of compensation for any damage which is likely to arise from the proposed operation of the permit holder(s), the occupier of the surface of any part of the said lands shall refuse his consent to the exercise of the rights and powers reserved to the State government and granted by this permit, the permit holder(s) shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the State Government is satisfied that the amount of compensation is reasonable or if it is not so satisfied and the permit holder(s) shall have deposited with it such further amount as the State Government may consider reasonable, the State Government shall order the occupier to allow the permit holder(s) to enter upon the said land and carry out such operations as may be necessary for the purpose of the permit. In assessing the amount of such compensation the State Government shall be guided by the principles of the Land Acquisition Act.

Delay in fulfillment of the term of permit due to force majeure:-

(2) Failure on the part of permit holder(s) to fulfil any of the terms and conditions of this permit shall not give the State Government any claim against him/her or be deemed a breach of the permit in; so far as such failure is considered by the State Government to arise from force majeure.

If the fulfilment of the permit holder(s) of any of the terms and conditions of this permit be delayed from force majeure, the period of such delay shall be added to the period fixed by this permit.

The expression force majeure means act of God, war, insurrection, riot, civil commotion, strike, tide, tidal wave, storm, flood, lightening, explosion, fire, earthquake and any other happening which the permit holder(s) could not reasonably prevent or control.

Service of notices:-

(3) Every notice required to be given to the permit holder(s) shall be given in writing to such person as the permit holder(s) may appoint for the purpose of receiving such notices or if no such appointment is made then the notice shall be sent to the permit holder(s) by registered post addressed to him/them at the address shown in his/their application for the permit at such other address in India as he/they designate from time to time, and every such service shall be deemed to be proper and valid service upon the permit holder(s) and shall not be questioned or challenged by him.

Discovery of new minerals:-

(4) The permit holder shall report to the State Government the discovery of any mineral not specified in the permit within a period of sixty days from the date of such discovery.

Immunity of State Government from liability to pay compensation:-

(5) 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 permit holder(s) shall not be entitled to compensation for any loss sustained by the permit holder(s) in exercise of the powers and privileges conferred upon him/them by these presents.

(6) The permit deed is executed at the-----of the State of-----
-- (Name of the State) and subject to the provision of article 226 of the Constitution of India. It is hereby agreed upon by the permit holder(s) and the State Government that in the event of any dispute in relation to the area under reconnaissance permit and condition of the permit deed and in respect of all matters touching the relationship of the permit holder(s) and the State Government, suits or petitions shall be filed in civil courts at ----- (name of the city) and it is hereby expressly agreed that neither party shall file a suit or appeal or bring any actions at any place other than courts named above.

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

SCHEDULE A

The land covered by the permit

(Here insert the description of lands with area, boundaries, names of District, Sub-Division, Thana, etc. and cadastral survey numbers, if any. In case a map is attached, refer the map in the description to be inserted.)

SCHEDULE B

[Under rule 7(1)(xi)]

(Here specify the amount of permit fee and manner and time of payment.)