

বাংলাদেশ



গেজেট

অতিরিক্ত সংখ্যা

কর্তৃপক্ষ কর্তৃক প্রকাশিত

রবিবার, ডিসেম্বর ৩১, ১৯৯৫

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

বিদ্যায়, জমালানী ও খনিজ সম্পদ মন্ত্রণালয়

প্রজ্ঞাপন

ঢাকা, ১২ই পৌষ ১৪০২ বাং/২৬শে ডিসেম্বর ১৯৯৫ ইং

এস, আর, ও নং ২০২-আইন/বি, জন্ম, খ, স-(প্রাসঃ১)/১৪ খনিজ উত্তো-৪(১২)/৯০
অংশ—খনি ও খনিজ সম্পদ (নিয়ন্ত্রণ ও উন্নয়ন) আইন, ১৯৯২ (১৯৯২ সনের ৩৯ নং আইন)
এর ধারা ৪ এর সহিত পঠিতব্য, ধারা ৭ এ প্রদত্ত ক্ষমতাবলে সরকার, The Mines and Minerals
Rules, 1968, এর নিম্নরূপ অধিকতর সংশোধন করিলেন, যথাঃ—

উপরি-উক্ত Rules এর—(১) rule 2 এর পরিবর্তে নিম্নরূপ rule প্রতিস্থাপিত হইবে,
যথাঃ—

“2. **Definitions.**—In these rules, unless there is anything repugnant in
the subject or context—

- (a) “Act” means খনি ও খনিজ সম্পদ (নিয়ন্ত্রণ ও উন্নয়ন) আইন, ১৯৯২
(১৯৯২ সনের ৩৯ নং আইন) ;
- (b) “Bureau” means the Bureau of Mineral Development ;
- (c) “Director” means the Director of the Bureau ;
- (d) “exploration licence” means a licenee granted under these rules
to explore a mineral ;

- (e) "land" means "ভূমি" as defined in the Act;
- (f) "lease" means a mining lease or a quarry lease;
- (g) "leasing authority" means the Bureau;
- (h) "licensing authority" means the Bureau;
- (i) "licensee" means a person or a party to whom an exploration licence is granted under these rules and includes his successor in interest;
- (j) "mineral" means "খনিজ সম্পদ" as defined in the Act;
- (k) "mine" means a "খনি" as defined in the Act;
- (l) "mining lease" means a mining lease granted under rule 16;
- (m) "open-pit mining" means an excavation in open air to procure minerals from a mine using mechanical equipment and includes all works in or adjacent to or belonging to or appurtenant to a mine;
- (n) "person" includes a company, firm or other organization;
- (o) "pit's mouth" means an area within which or adjacent to which the mineral is taken charge of collected, stored or gathered, immediately after that has been extracted;
- (p) "quarry" means any place where minerals or rocks are naturally gathered or accumulated or deposited on the surface or sub-surface in such a condition that the minerals or rocks are identifiable without excavation;
- (q) "quarry lease" means a quarry lease granted under rule 16;
- (r) "royalty" means the royalty as specified in the 11th Schedule;
- (s) "Schedule" means any of the Schedules annexed to these rules;
- (t) "transferee" means a person to whom an exploration licence or a mining lease or quarry lease is transferred under these rules and includes an assignee;
- (u) "underground mining" means any excavation below the surface of the ground for extracting minerals or rocks from a mine approached by means of a ramp, shaft, bore-hole to procure mineral from a mine and includes all works, machinery, tramway, rope way and siding;

(২) rules 3, 4, এবং 5 এর পরিবর্তে নিম্নরূপ rules সমূহ প্রতিস্থাপিত হইবে, যথা:—

“3. **Application for licence or lease.**—(1) A person may apply in writing to the Director—

(a) for exploration licence in the form as set out in the First Schedule;

(b) for mining lease in the form as set out in the Second Schedule;

(c) for quarry lease in the form as set out in the Third Schedule.

(2) A person who is not a Bangladeshi shall not be entitled to apply under sub-rule (1), unless his country allows in that country similar rights to a Bangladeshi, which in the opinion of the licensing or the leasing authority, are comparable with those in Bangladesh;

4. **Application by a foreign company.**—A company incorporated outside Bangladesh may apply for the grant of an exploration licence or mining lease or quarry lease if that company is registered under the section 379 of Companies Act, 1994 (Act No. 18 of 1994).

5. **Demarcation.**—(1) A licensee or a leasee shall, within 60 (sixty) days after the granting of the licence or lease, get the licensed or leased out area demarcated by a surveyor, recognized by the Bureau in presence of an officer specified in his behalf by the Director, and such demarcation shall be made in the following manner :

(a) at every angle or corner of each boundary line or as near thereto, shall fix pegs of substantial material, standing not less than 1.25 meter above the surface of the ground, and being not less than 25 cm sq. in diameter so that nearby pegs are visible;

(b) if pegs be not obtainable, he may instead use, cairns of stones or mounds of earth, having in each case a height of not less than 1.25 meter and a diameter at the base of not less than 0.75 meter;

(c) the direction of the boundary line on each side of each peg, cairn or mound shall be indicated by a trench having a length of 1.25 meter, and a breadth and depth of not less than 50 cm, but if trenches cannot be conveniently cut, the direction of the boundary lines shall be indicated by finger posts, or in any other manner suitable for the purpose;

- (d) the pegs, cairns or mounds shall bear distinguishable mark.

Provided that where the licensee intends to carry out accelerated exploration under rule 34(2)(a) he shall intimate the Director before the above demarcation is undertaken and in such case the Director may allow the licensee to demarcate the area in such a manner as he considers necessary and expedient in the prevailing circumstances :

Provided further that such exploration may be allowed for a period not exceeding 6 (six) months to be specified in a written order issued by the Director and the licensee shall, within 3 (three) months thereafter, submit a report to the Director as to the results of the exploration.

- (2) In case of a boundary dispute between two or more licensees or lessees, the decision of the licensing or the leasing authority shall be final" ;

- (৩) rule 7 এর পরিবর্তে নিম্নরূপ rule প্রতিস্থাপিত হইবে, যথা :—

"7. **Non-refundable application fee.**—(1) An application shall be accompanied by the original copy of the treasury challan paying non-refundable fee of :

- (a) Taka 2,000·00 (two thousand) for the first 200 (two hundred) hectares or less, and Taka 50·00 (fifty) for each additional hectare or part thereof in the case of an exploration licence;
- (b) Taka 10,000·00 (ten thousand) for the first 200 (two hundred) hectares or less, and Taka 200·00 (two hundred) for each additional hectare or part thereof in the case of a quarry lease;
- (c) Taka 50,000·00 (fifty thousand) for the first 500 (five hundred) hectares or less, and Taka 200·00 (two hundred) for each additional hectare or part thereof in the case of a mining lease.

- (2) The application form may be obtained on payment of a fee of Taka 300·00 (three hundred) for each copy.

- (3) The above fees shall be deposited in the Head of Accounts "৫১-খনি ও খনিজ দ্রব্য";

- (৪) rule 8(1) এর "First" শব্দটির পরিবর্তে "Fourth" শব্দটি প্রতিস্থাপিত হইবে;

- (৫) rule 9 এর sub-rule (5) এর পর নিম্নরূপ sub-rules সংযোজিত হইবে, যথা :—

"(6) **On receipt of the application, the Director—**

- (a) may require the applicant to furnish such information and papers as he considers necessary for disposal of the application in view of the provision of these rules; and

(b) shall, within 45 (forty five) days of the receipt of the application, either send the application to the Government with a recommendation for approval there of under sub-rule (5), or shall, within the said period reject the same and inform the applicant of his decision with reasons therefor.

(7) On receipt of the application under sub-rule (6)(b), the Government—

(a) may require the applicant or the Director to furnish further information or papers for the purpose of disposing of application; and

(b) shall, within 45 (forty five) days, either approve the application and send it back to the Director for taking further action thereon, or disapprove the same and shall, within the said period, inform the Director or its decision with reasons therefor along with direction to communicate, within 7 (seven) days, the decision to the applicant.”;

(৬) rule 10 এর “six” শব্দটির পরিবর্তে “three” শব্দটি প্রতিস্থাপিত হইবে;

(৭) rule 13 এর পরিবর্তে নিম্নরূপ rule 13 প্রতিস্থাপিত হইবে, যথা:—

“13. Method of assignment etc.—(1) Where a licensee or lessee intends to assign or transfer his licence or lease, he shall apply in writing to the Director alongwith—

(a) a copy of the treasury challan showing a deposit in the Head of Accounts—“৫১—খনি ও খনিজ দ্রব্য” a fee of Taka 20,000 (twenty thousand) in the case of an exploration licence, or Taka 30,000 (thirty thousand) in the case of a quarry lease or Taka 50,000 (fifty thousand) in the case of a mining lease;

(b) the name, address of the principal place of business and nationality in the case of an individual transferee;

(c) the name and registered address in Bangladesh in the case of a transferee company or the name and address of the principal place of business in Bangladesh in the case of a transferee-firm.

(2) On receipt of the application under sub-section (1), the Director may require further information as regards to the proposed transfer or assignment, and on consideration of the application, he shall either consent to or reject the application for reasons to be recorded in writing.

- (3) If the Director so consents, he shall forward the application to the Government who may, after consideration of the application, approve or disapprove it.
- (4) The decisions of the Director and the Government on the application shall be made within a total period of 45 (forty five) days of the receipt of the application; and the refusal of the Director or, as the case may be, the approval or disapproval of the Government shall be communicated within 7 (seven) days of such refusal, approval or disapproval.
- (5) In the Government approves the proposed transfer or assignment an agreement in the form as set out in the Eighth Schedule shall, in accordance with rule 16, be executed within 30 (thirty) days of such approval failing which the approval may be revoked by the Government”;

(৮) rule 14 এর পরিবর্তে নিম্নরূপ rule 14 প্রতিস্থাপিত হইবে, যথাঃ—

- “14. **Mortgage of licensed or leased area.**—(1) When the licensee or the lessee intends to mortgage the right under the licence or the lease, he shall obtain prior permission of the Bureau by supplying necessary information as required by the Director.
- (2) At the time of giving permission under sub-rule (1), the Director shall examine, in each case, the necessity of the mortgage and if satisfied about the necessity shall accord permission within 30 (thirty) days from the receipt of the application for permission; and if he is not so satisfied he shall reject the application and communicate the decision with reasons therefor, within the said period.
- (3) The Director shall keep records of the permission given under this rule.”;

(৯) rule 15 এবং rule 16 এর পরিবর্তে নিম্নরূপ rule প্রতিস্থাপিত হইবে, যথাঃ—

- “15. **Publication of transfer etc.**—As soon as may be, after the grant, surrender, cancellation determination, transfer or assignment of any licence or lease under these rules, the Director shall publish notice of such grant, surrender cancellation, determination, transfer or assignment in the official Gazette stating the name of the licensee or lessee, transferee or assignee giving description of the area concerned.
16. **Grant of licence or lease and its condition etc.**—(1) Where an application is allowed under rule 9, licence or lease may be granted under this rule. A licence, a mining lease or a quarry lease shall contain

the conditions, as specified in the from of agreement set out in the Fifth Schedule, Sixth Schedule and Seventh Schedule respectively :

Provided that the Bureau may, with prior approval of the Government, alter or add such conditions to suit the necessity of a particular case.

- (2) A licensee shall have preferential right to receive lease for the area demised under licensee subject to satisfactory compliance with the terms and condition of the existing licence.
- (3) For granting a licence or a lease, an agreement shall be signed and sealed both by the Director and the licensee or the lessee, as the case may be, in presence of two witnesses from both sides”;

(১০) rule 19 এর “prospecting or mining” শব্দগুণিলর পরিবর্তে “exploration, mining or quarry” কমা ও শব্দগুণিল প্রতিস্থাপিত হইবে;

(১১) rule 22 এর পরিবর্তে নিম্নরূপ rule 22 প্রতিস্থাপিত হইবে, যথা:—

“22. Distances to be maintained during operation etc.—A licensee or a lessee shall not work or carryout any operation within the distance as mentioned below :

From	Distance in case of exploration licence or mining lease.	Distance in case of quarry lease.
(i) Airport, Radio and TV Stations.	200 (two hundred) meters.	100 (one hundred) meters.
(ii) Rail lines, Industrial set up and dams and barrages.	100 (one hundred) meters.	50 (fifty) meters.
(iii) Highways, buildings, bridges, educational set up, market and graveyards.	50 (fifty) meters.	25 (twenty five) meters.
(iv) Electricity line	15 (fifteen) meters.	12 (twelve) meters.
(x) Gas line	10 (ten) meters.	10 (ten) meters.

(১২) rule 25 এর “fire” শব্দটির পরিবর্তে “explosive or fire” শব্দগুণিল প্রতিস্থাপিত হইবে।

(১৩) rule 27 এর পর নিম্নরূপ rules সম্মিলিত হইবে, যথা:—

“27^A. Annual fee.—(1) The licensee or the lessee shall, within the 31st of March of each calender year; pay a fee for that calender year at

the rate of Tk. 50.00 (fifty) per hectare or part thereof for the whole of the licensed or leased out area :—

Provided that where a licence or lease is granted after the 31st March of a calendar, the fee for that year shall be payable within two months after such granting :

Provided further that if such fee is not paid on or before the said date or as the case may be within the said two months, a penal interest at the rate of 10% of fee shall be paid for each day of default with effect from the 1st January of that year or, as case may be, from the date of granting the licence or the lease, and if the fee and penal interest is not paid within 365 (three hundred sixty five) days after the said date, the licence or the lease shall be liable to be cancelled with notice.

- 27^B. **Payment of rent, etc.**—The licensee or the lessee shall pay to the Government in respect of the licensed or leased out land the yearly land revenue, rent, cess and water rates at such rate as may be determined by the concerned authority.
- 27^C. **Areas granted through inadvertence.**—Where at a later stage, it is found that a licence or a lease for an area or part thereof has been granted through inadvertence or mistake, the licensee or the lessee shall unconditionally surrender that area and shall not be entitled to any compensation or to make any other claim.
- 27^D. **Right to surrender lands.**—A licensee or a lessee may, at any time during the term of the licence or the lease or any renewal thereof, surrender the rights granted by the licence or the lease in respect of all the area or any part thereof, by giving at least 60 (sixty) days prior notice of his intention to the Director :

Provided that—

- (a) these rules and the agreement shall continue to apply, so far as may be to the part of the area not surrendered;
- (b) the data on geological, geophysical, drilling or other geoscientific works of the surrendered area shall be submitted to the Director; and
- (c) the view of such surrender, consequential amendments to the concerned agreement shall be made in the form of a supplementary agreement alongwith additional terms and conditions, if necessary.

27^B. Extension or change of licensed area.—(1) Where after granting of a licence for exploration, the licensee intends to change or extend the licensed area, he shall apply in the form set out in the First Schedule and the provisions of rules 3 to 9 and 27^C shall be applicable thereto.

(2) Where the licensing authority decides to grant a licence on the application made under sub-rule (1), the licensee shall not be required to execute a fresh agreement, except that consequential amendment to original agreement shall be made in the form of a supplementary agreement along with additional terms and conditions, if necessary.

27^F. Reduction or increase of annual fee.—On the surrender, change or extension of any area under rules 27^D or 27^E the fee payable shall be reduced or increased as per rule 7:

Provided that such reduction in annual fee shall not take effect during the year in which the area is surrendered.

27^G. Security Deposit.—(1) No licence or lease shall not take effect unless the following security deposits are made by the licensee or the lessee:

(a) in the case of an exploration licence at the rate of Tk. 15·00 (Taka fifteen) only per hectare or part thereof, subject to a minimum of Tk. 5,000·00 (Taka five thousand) only;

(b) in the case of a mining lease, at the rate of Tk. 50·00 (Taka fifty) only per hectare or part thereof, subject to a minimum of Tk. 50,000·00 (Taka fifty thousand) only.

(c) in the case of a quarry lease at the rate of Tk. 30·00 (Taka thirty) only per hectare or part thereof, subject to a minimum of Tk. 10,000·00 (Taka ten thousand) only.

(2) If the application for a lease relates to an area for which the applicant holds a licence, the security deposit for the licence shall be adjusted against security deposit to be made for the lease.

(3) The security deposit made under this rule shall be refundable on the determination or on the expiry of the period of licence or lease:

Provided that the Bureau may adjust against such deposit any amount which has fallen due to the Government from the licensee or the lessee under these Rules.

- 27^h. **Health, safety, working hours, etc in the mines.**—The provisions of Chapter V and VI of the Mines Act, 1923 (IV of 1923) and the rules, regulation and bye-laws, made there under shall apply to matters relating to health, safety, working hours, leave and holidays of persons employed in mining activities including exploration.
- 27ⁱ. **Use of explosives.**—(1) “The Explosives Act, 1884” (IV of 1884) and any Rules made there under shall apply to mining activities including exploration allowed under a licence or a lease; and in addition the following sub-rules shall be applicable :
- (2) No person shall import, prepare, store or use any explosive in the licensed or the leased out area without prior permission of the Chief Inspector of Explosives.
 - (3) Before blasting, everybody working or present in the mine or the area granted, shall be kept in safe distance, and without ensuring the safety of all persons or animals, no explosive shall be blasted.
 - (4) Persons with adequate experience and qualification are to be employed in using or blasting the explosive and unused explosive shall be removed and kept in a magazine without any delay.
 - (5) Before starting operation after blasting the explosive, it is to be ensured that there is no more explosive or any dangerous gas, or substances in the blasted area and at least for 30 minutes after blasting, all operations or works shall be kept suspended in the blasting area.
 - (6) If blasting is done by using electricity, no one shall be allowed to enter into the area before disconnecting the electricity and putting out the fire completely.
- 27^j. **Exploration or mining resident manager.**—(1) Every licensee or lessee shall, before commencing operation, furnish to the Director, the name, address and curriculum vitae of the exploration or mining resident manager in the locality of the area granted under whose supervision such operation is to be carried on. (2) Any notice issued by the Director to such manager shall be deemed to be a notice issued to the licensee or as the case may be to the lessee.
- 27^k. **Exclusion of lands for public purposes.**—(1) Notwithstanding the rights conferred on the licensee or the lessee, the Government shall have the power to exclude lands from the lands included in the granted area or areas which may be required, for public purposes :
- Provided that the area or areas so excluded shall not exceed 1/4 (one fourth) of the area granted and any area or areas upon which

active operations, such as, well drilling, road construction, water or other works relating to the exploration or mining, have previously been commenced or are in progress or which have been shown to be necessary to a mine or related facilities, shall not be excluded.

(2) Where any area or areas have been excluded under sub-rule (1), the licensee or the lessee shall have right to get back such excluded land when it is no more necessary for the public purpose for which the land was excluded.

27^L. **Water purification.**— During the exploration or the mining operation, if polluted water erupts or if water is polluted in any way, measures shall be taken by the licensee or the lessee to purify it or to separate the harmful elements from the water so that no harm is done to the animals, fisheries, plants or agriculture or environment.

27^M. **Insurance facility.**— A lessee shall ensure life and accident insurance facility for persons working underground-mines and shall facilitate measures so that the beneficiaries get the benefit of the insurance within a reasonable time.

27^N. **Compensation for employees and labourers.**— (1) A licensee or a lessee shall pay compensation calculated in accordance with the provisions of the Workmen's Compensation Act, 1923 (VIII of 1923) for injury or loss of organs or death of the workmen working in the mine.

27^O. **Pollution control of environment.**— A licensee or a lessee shall, in order to control environmental pollution:

- (a) follow the provisions of the concerned laws and direction of the concerned authority;
- (b) take appropriate measures to make sure that emissions from the machines used in the mine, waste products and harmful gases from the mine do not pollute environment; and
- (c) plant trees in possible areas in the area granted;

27^P. **Taking possession of works, etc. during emergency.**— In the event of the existence of a state of war or grave national emergency, the Government may, after notice in writing to the licensee or the lessee forthwith take possession or assume control of the works, vehicles, machinery and premises and any other property and the licensee or the lessee shall conform to and obey all directions given by, or on

behalf of the Government regarding the use or employment of such works, machinery and premises :

Provided that reasonable compensation shall be paid to the licensee or the lessee within a reasonable time for all loss or damage sustained, if any.

- 27^o. Distance of bore-holes or wells from boundaries of the area granted.**—No drilling or bore-holes or wells shall, except with the consent in writing of the Director, be carried on within 10 (ten) meters from the outer boundaries of the licensed or the leased area.
- 27^a. Disposal of minerals.**—Subject to rule 64, the lessee shall not dispose of any mineral produced without measuring it in presence of an officer authorized by the Director.
- 27^s. Dispute and arbitration.**—(1) Where at any time during the continuance of the licence or the lease or after the termination thereof, any dispute arises regarding the licence or the lease or any matter connected therewith resulting therefrom, the dispute shall be determined by 3 (three) arbitrators, of whom 1 (one) shall be nominated by the Director and the other by the licensee or the lessee. These two arbitrators shall nominate the third arbitrator, and if they fail to do so, the third arbitrator shall be nominated by the Government preferably from amongst the retired Supreme Court Judges or District Judges.
- (2) The arbitrators shall ordinarily endeavour to arrive at a unanimous decision, however in the case of any disagreement among them, the majority decision shall prevail. The decision of the arbitrators shall have binding on the parties.”;
- (১৪) rule 28 এর—
- (ক) উপরস্থ শিরনামে “Prospecting” শব্দটির পরিবর্তে “Exploration” শব্দটি প্রতিস্থাপিত হইবে;
- (খ) বিধানে “prospect” শব্দটির পরিবর্তে “To carry on exploration” শব্দগুলি প্রতিস্থাপিত হইবে;
- (১৫) rule 29 এ “800” সংখ্যাটির পরিবর্তে “4000” সংখ্যাটি প্রতিস্থাপিত হইবে;
- (১৬) rule 30 তে “First” শব্দটির পরিবর্তে “Ninth” শব্দটি প্রতিস্থাপিত হইবে;
- (১৭) rule 32 এর পরিবর্তে নিম্নরূপ rule প্রতিস্থাপিত হইবে, যথা :—
- “32. **Renewal.**—(1) Subject to the satisfactory compliance of the terms and conditions of the licence including the working obligations under

rule 34, the licensing authority may renew the licence for a period not exceeding 12 (twelve) months at a time to enable the licensee to complete the exploration work :

Provided the licensee shall apply to the licensing authority in writing 60 (sixty) days before the expiry of the licence and the total period of the exploration included the period under renewal shall not exceed 3 (three) years.

- (2) If licensee fails to apply for any renewal within the period referred to in sub-rule (1), the application of renewal may be submitted by the licensee within 30 (thirty) days after the expiry of the period of licence alongwith a late fee of $\frac{1}{2}$ (one half) of the amount of annual fee payable by the licensee and the application may be considered by the Director in such case.”;

(১৪) rules 34 এবং 35 এর পরিবর্তে নিম্নরূপ rules প্রতিস্থাপিত হইবে, যথাঃ—

“34. **Working obligations.**—(1) The licensee shall, in respect of the areas covered by the licence, prepare within 90 (ninety) days of the grant of the licence, a scheme of exploration for the approval of the Director and shall not commence any operation, unless the scheme has been approved.

(2) The scheme shall contain :

(a) location and description of the exploration area, exploration targets, including accelerated exploration, if any;

(b) methods of exploration, including machinery and equipment to be used;

(c) description of the technical personnel to be employed accompanied by their curriculum vitae;

(d) details of roads, residential accommodation for staff and labourers to be constructed; and

(e) estimated expenditure of the scheme accompanied by necessary maps, plans and other related papers.

- (3) The Director may require further information to be furnished by the applicant in view of the provision of sub-rule (2) and in consideration the scheme, shall either approve it, or reject it, and shall communicate within 45 (forty five) days of its receipt, his decision along with reasons of rejection, if any.

- (4) The applicant may, within 15 (fifteen) days of the rejection under sub-rule (3), appeal to the Government against such rejection, and the Government shall dispose of the appeal and communicate its decision to the applicant and the Director within 30 (thirty) days after receipt of the appeal. The decision of Government in an appeal shall be final.
 - (5) The licensee shall exercise the liberty and power granted in the licence in such manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development work within the land granted or lands adjacent thereto of any other mineral or minerals not included in the licence and shall, at all times, afford to the Director or his representative and to the holders of exploration licences or leases in respect of any other mineral or minerals within any adjacent land reasonable means of access and passage upon and across the lands to such minerals for the purposes of getting, working, developing and carrying away the same.
 - (6) The licensee shall furnish to the Director within 30 (thirty) days after every three months, the progress report of the exploration operations carried on during those three months by the licensee. The report shall be in a form specified by the Director and shall contain—
 - (a) a statement of the depth reached in each drill hole or pit; and
 - (b) a statement along with relevant data on geological or geophysical work that has been carried out.
 - (7) Within 60 (sixty) days after the end of each year, the licensee shall furnish to the Director a report of exploration operations carried out during that year, together with a plan showing the position of all works executed in connection with the exploration in a form specified by the Director.
 - (8) The licensee shall keep accurate geological, geophysical and drilling plans, maps, logs and records relating to the area granted and shall furnish to the Director all data and information as to the progress of geological, geophysical, drilling operations and other geoscientific works.
 - (9) Subject to rule 63, the Director may make the above data and information available to the Geological Survey of Bangladesh and any other Government department or agency, if these are required by them.
35. **Power to enter the premises and inspection.**—(1) Any technically qualified person accompanied by other persons authorized by the Director may at any reasonable time enter into the licensed area

including any building and other premises therein for the following purposes :

- (a) to examine the bore-holes, wells and other geoscientific works made or executed by the licensee and the situation relating thereto;
- (b) to inspect and check the accuracy of the logs, records, plans and maps which the licensee is required to keep or make;
- (c) to inspect and take abstracts or copies of any logs, records, plans, maps or accounts which the licensee is required to keep or make;
- (d) to inspect the sub-surface strata resulting from exploration, samples of explored mineral or specialized characterized water or any other mineral which the licensee is required to keep; and
- (e) any work which the Director required to be executed in accordance with the approved scheme.

(2) Where a person referred to in sub-rule (1) is injured or killed in the area for which a licence has been granted, the liabilities of either party may be determined by mutual agreement or, if that agreement cannot be reached, by an arbitration referred to in rule 27^s.”;

(১৯) rule 39 এর পরিবর্তে নিম্নরূপ rules প্রতিস্থাপিত হইবে, যথা :-

“39. **Application.**—(1) Where a person applies for a mining lease, the application shall, in addition to the documents referred to in rule 3, furnish the following :

- (a) a complete exploitation scheme for the approval of the leasing authority for working and exploiting the mineral by technically qualified personnel;
- (b) the exploitation scheme shall, include, the following particulars :—
 - (i) a statement of expenditure to be incurred by the lessee during exploitation;
 - (ii) the maps of the area including detailed geological maps showing the mineral deposit of the area on a scale of 1 (one) centimeter to 1 (one) kilometer minimum;
 - (iii) location, description of major deposits and map showing the sub-surface geological structure or the size of the basin;
 - (iv) estimates of proved and probable reserve on the basis of feasibility or assessment report;

- (v) minimum rate of production;
 - (vi) methods of mining including machinery and equipment to be used;
 - (vii) technical personnel to be employed at various stages of exploitation;
 - (viii) a map showing roads and other surface as well as underground construction such as store and lamp room, workshops, beneficiation of mineral dressing plants, offices, residential accommodation and other amenities for staff and labourers to be constructed etc; and
 - (ix) estimated phased expenditure on the scheme;
- (c) for the purpose of ensuring the payment of royalty, annual fee, and other dues payable under these rules, a bank guarantee of 3% of the estimated cost of the scheme submitted under clause (b);
- (2) The leasing authority may require further information for consideration of the scheme and approve the exploitation scheme, subject to such modifications as it may consider appropriate.
- (3) No change in the approved exploitation scheme, shall be made by the lessee without prior approval in writing of the Director.
- (4) Where the exploitation scheme does not fulfil all the requirements of this rule, it shall be rejected by the Director.
- (5) The applicant, whose scheme has been rejected, may submit a revised scheme within 90 (ninety) days from the date of rejection and any subsequent application for the grant of mining lease shall not be considered.
- (6) A copy of the approved exploitation scheme shall be kept by the lessee at the mine area.
- (7) In addition to the information supplied under sub-rule (1), the applicant shall provide any other information if that is required by the leasing authority after granting of the lease.

39^A. **Employment of technical personnel.**—(1) No work shall be done in any manner in the area demised under a mining lease for any mineral the average monthly production of which exceeds 400 (four hundred) tons or the total average monthly sales of which is above Tk. 1,50,000.00 (one hundred fifty thousand), unless the lessee employs a person holding a degree in Mining Engineering or at least second class Masters Degree in Geology from a university or institution or any other Body recognised by the Government.

(2) The minimum number of other technical persons and their requisite qualifications shall be determined at the time of approval of the exploitation scheme.”;

(২০) rule 40-তে “First” শব্দটির পরিবর্তে “TENTH” শব্দটি প্রতিস্থাপিত হইবে;

(২১) rule 41 এর “400” এবং “800” সংখ্যাগুলির পরিবর্তে যথাক্রমে “800” এবং “600” সংখ্যাগুলির প্রতিস্থাপিত হইবে;

(২২) rule 42 এর পর rule 42^A সন্নিবেশিত হইবে, যথা:—

“42^A. **Encroachment in other areas.**—Where a lessee while working on surface or underground encroaches upon—

(a) any area not included in his lease, the leasing authority shall have the power to stop such operation by such measures as it deems fit and the lessee shall also be liable to a penalty referred to in rule 60 (f);

(b) any subsequent violation of such measures as adopted in the clause (a), shall render the lease liable to cancellation.”;

(২৩) rule 43A (1) এ “a term of two years” শব্দগুলির পরিবর্তে “two terms of five years each” শব্দগুলি প্রতিস্থাপিত হইবে;

(২৪) rule 44 এর পরিবর্তে নিম্নরূপ rule প্রতিস্থাপিত হইবে, যথা:—

“44. **Payment of royalty.**— (1) The lessee shall, by the 10th (tenth) day of January, and by 10th (tenth) day of July each year, pay royalty at the rates mentioned in the Eleventh Schedule for minerals extracted and submit a copy of the Treasury Challan in original to the Director showing payment of such royalty.

(2) In the case of non-payment of royalty on or before the dates mentioned in sub rule (1), the following procedure shall be followed:

(a) the first 30 (thirty) days shall be treated as grace period;

(b) penalty at the rate of 10% of the royalty dues shall be charged, in case the payments is made after the expiry of the fortieth day, after the due date as specified in sub-rule (1);

(c) in case, royalty along with penalty under clause (b) is not paid, by the 120th day from the due date specified in sub-rule (1), the lessee shall be liable to pay a further penalty at the rate of 10% of the due in addition to penalty imposed under clause (b);

- (d) in case royalty along with penalty is not paid under clause (c) by the 180th day after the due date specified in sub-rule (1), the mining lease shall be liable to be cancelled under rule 57;
- (3) If in the opinion of the Director, the pit's mouth value of the mineral shown by the lessee is not correct, the Director shall, on the basis of an inspection on the spot by an authorised officer of the Bureau, have the power to fix pit's mouth value of mineral extracted or sold out or dispatched or exported.”;
- (২৫) rule 45 বিলুপ্ত হইবে;
- (২৬) rules 46, 47 এবং 48 এর পরিবর্তে নিম্নরূপ rules প্রতিস্থাপিত হইবে, যথা:—
- “46. Keeping accounts and inspections.**—(1) The lessee shall keep correct accounts at the mine premises showing the quantity and particulars of the mineral extracted, dispatched, exported and taken away for testing and beneficiation of the mineral, the number of persons employed therein and complete plans of the mine, and, shall allow any technically qualified officer authorized by the Director in that behalf at any time to examine such accounts and plans.
- (2) If, in the opinion of the Director, the accounts and particulars as shown by the lessee under sub-rule (1) are not correct, the Director shall have the power to determine the correct amount after ascertaining the production sold out, dispatched or exported.
- (3) The details of production, dispatches, sales, extraction and export shall be maintained in the forms specified by the Director.
- (4) The expenditure incurred by the lessee during each financial year of exploitation shall be duly audited and certified by a Registered Firm or Chartered Accountant.
- 47. Submission of production returns.**—After the commencement of mining operation, the lessee shall, within the first 7 (seven) days of each calendar month, send monthly production return showing the production in the preceding month to the leasing authority in the form specified by the Director.
- 48. Plans.**—(1) The lessee shall prepare detailed plans by recognised surveyor or consultant in accordance with the provisions of these Rules, and the plans shall—
- (a) bear the name of the mine, number of the mining lease and the name of the lessee;
- (b) show the scale together with the latitude and longitude and the relevant data;

- (c) be properly inked on tracing cloth or on durable paper;
- (d) be on a scale of 1 (one) centimeter to 10 (ten) meters; and
- (e) bear the name, signature and address of the surveyor or consultant recognised by the leasing authority:

Provided that where plans have been prepared on any other scale before publication of the notification নং এস, আর, ও ২০২-আইন/৯৫ তারিখ ২৬-১২-৯৫ ইং the leasing authority may, on application by the lessee, permit such plans to be maintained on that scale.

- (2) The lessee shall keep a plan of the workings of each mine in the area over which he holds a lease.
- (3) The position of the workings at the time of the last survey shall be shown by a dotted line drawn through the workings and such dotted line shall be marked with the date of the last survey.
- (4) The plan shall also show all shafts and incline openings of all areas from where mineral has been excavated, the limit of the ore-body or mineral deposit, where possible, and all important features within the boundaries such as railways, roads, rivers, streams, tanks, buildings and reservoirs which overlie any part of workings or any points within 200 (two hundred) meters of any part of the working measured on horizontal plane, also the general direction and rate of dip of the strata, the depth of every shaft, a section of the seam or vein or dyke being worked and the position of all faults with the amount and direction of their throw and dyke or intrusive rocks or bodies.
- (5) There shall be a separate plan of the working of each seam or vein or dyke or intrusive rocks and each separate section or level of each seam or vein or dyke or intrusive rocks and in the case of any change of the plans, the lessee shall submit the revised part of the plan to the Director.
- (6) The lessee shall keep a separate tracing of surface plan showing all surface features referred to in sub-rule (4) and in addition all buildings and structures on the surface and within the boundaries which overlie workings of the mine or at any point within 200 (two hundred) meters of the working measured on the horizontal plane.
- (7) (a) The lessee shall keep a separate plan showing the system of ventilation in the mine and in particular the general direction of the air current the points where the quantity of air is measured and the

principal devices for the regulation and distribution of the air and so far as practicable, the intake airways shall be coloured blue and the return airway red.

(b) The position of any underground first aid facilities and the location of telephones shall be indicated on the plan.

(c) The symbols set out by the Director shall be utilized in the plan:

Provided that nothing in this sub-rule shall be deemed to apply to any mine, in which the workings do not extend beyond the area under the ground.

(8) The plans, required by this rule, shall be kept in the office of the mine and necessary changes, if any shall be made after every 120 (one hundred twenty) days in order to show the accurate position, and the changes so made shall be clearly indicated:

Provided that where any mine or coal seam or vein is abandoned or the working thereon has been discontinued, the plan shall, before such abandonment or discontinuance, as the case may be, made up to date unless such abandonment or discontinuance has been caused by circumstances beyond the control of the lessee in which case the fact that, the plan is not up to date, shall be recorded on it.

(9) The lessee shall at any time on the request of an officer authorised by the leasing authority, produce to him in the office such plans and sections, and also, on the like request, mark on such plans and sections the state of the workings of the mine, and the said officer, shall be entitled to examine the plan and the section and for official purposes to take a copy or extract therefrom.

(10) Where the lessee, without permission of the leasing authority, abandons the leased area, or keeps the mining operation discontinued for a period of 365 (three hundred sixty five) days, the lease shall stand cancelled on such abandonment or the expiry of the said 365 (three hundred sixty five) days.

(11) If the lessee intends to transfer or assign or abandon the leased area or to discontinue the mining operation he shall, before 30 (thirty) days of such abandonment or discontinuance, notify in writing to the leasing authority of such intention and shall send to that authority within that period the latest plan prepared and maintained under rule.

(12) If the lessee does not comply with the provision or sub-rule (11) he shall be liable to a penalty under rule 60 (i).

(13) After the expiry of the 365 (three hundred sixty five) days referred to in sub-rule (10), or after receipt of the notice along with the plan under sub-rule (11), the leasing authority may allow any interested person to inspect the area or to take a copy of the plan.”;

(২৭) rules 50, 51 এবং 52 এর পরিবর্তে নিম্নরূপ rules প্রতিস্থাপিত হইবে, যথাঃ—

“50 Working obligations.—(1) The lessee shall, not commence mining operation until the leased out area has been demarcated under rule 5:

- (2) The lessee shall exercise the liberties and powers hereby granted in such manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working within the said land or lands adjacent thereto of any minerals not included in the lease and shall at all times afford to the Director or his representative and to the holders of leases in respect of any such other minerals or any minerals within any lands adjacent to the leased area, reasonable means of access and passage upon and across the leased area to such minerals for the purposes of getting, working, developing and carrying away the same.
- (3) Upon the expiration or earlier termination of the lease or the abandonment of the operations hereby leased, whichever shall first occur, the lessee shall remove where necessary, at the lessee's own cost, structures, machinery, and other property and effects thereto erected or brought by the lessee and then standing or being upon the leased area.
- (4) Within 60 (sixty) days after the expiration or termination of the lease or abandonment of the operation, the lessee shall deliver up to the Director in good order, and fit for further working all productive bore-holes, pits and excavation unless ordered by the Director to plug or fill up them except which have been previously abandoned by the lessee with the consent of the Director.
- (5) Within 60 (sixty) days after the expiration or termination of the lease or the abandonment of the operation, the lessee, at its cost shall plug securely all bore-holes and fill up or fence all holes and excavations to such extent as the Director may require and to the like extent to remove wastes and rubbish upon the area granted and restore so far as may be reasonably possible to their natural or original condition.
- (6) The lessee shall keep accurate records in a form approved by the Director of the drilling, depending, plugging filling up or abandonment of all pits, bore-holes and wells and of any alteration to the

casing thereof and a log of all bore-holes and wells shall be kept in a form approved by the Director containing particulars of the following matters :

- (a) the sub-surface strata and subsoil through which the bore-hole or well was drilled;
 - (b) the casing inserted in any bore-hole or well and any alteration to such casing;
 - (c) any petroleum, water workable minerals or mine working encountered; and
 - (d) such other matters as the Director may require, and to deliver copies of the said records and logs to the Director as and when required for interpretation, evaluation and monitoring of these geoscientific data.
- (7) The lessee shall keep, correctly labeled and preserved with sufficient characteristic for reference for the whole period, samples of the extracts of various strata and water encountered in any pit, bore-hole or well and samples of any mineral discovered in the area granted, and the Director or a technically qualified officer authorized by him shall have access to such samples at all reasonable times and shall be entitled to have specimens, not exceeding 1/2 (one half) of any such sample.
- (8) The lessee shall furnish to the Director, within 30 (thirty) days after the end of each calendar quarter, reports in a form time to time approved by the Director of the progress of the mining operations carried on by the lessee and the reports shall contain:
- (a) a statement of the depth reached in each drill hole or pit; and
 - (b) statement of areas in which any geological or geophysical work has been carried out.
- (9) The lessee shall keep accurate geological, geophysical plans, maps and records relating to the area granted and shall furnish to the Director such plans and information of the progress of operations as the Director may require.
- (10) Subject to rule 63, the Director may make any information referred to in sub-rule (9) available to any Government department or agency, if they are requested for.

51. **Checking measures.**—(1) The Director may prescribe measures to check the production and transportation of minerals which may include installation of barriers and may also specify the procedure thereof.

- (2) The lessee shall follow the measures and the procedure referred to in sub-rule (1).
- (3) The lessee shall be liable under rule 60 (j) for violation by the carrier transporting their minerals, of the measure and procedure referred to in sub-rule (1).

52. **Non-conservational mining activity.**—Where non-conservational activities are undertaken by the lessee in respect of the area or part of the area jeopardizing the conservation of mineral wealth, the Director shall stop the work :

Provided that no action will be taken under this rule unless the lessee is given an opportunity to cure the defects, arising out of such non-conservational mining activities, within a period of 90 (ninety) days.

Provided further that if the lessee, cures the defects within 90 (ninety) days, the Director may permit the lessee to restart such work again.”;

(২৮) rule 54 এর পরিবর্তে নিম্নরূপ rule প্রতিস্থাপিত হইবে, যথাঃ—

“54. **New exploitation schemes for the existing mining leases.**—In case of an existing mining lease for all its minerals, the lessee shall submit, within a period of 90 (ninety) days after the date of publication of notification এস. আর. ও নং ২৩২-আইন/৯৫, তারিখ ২৬-১২-৯৫ ইং a new scheme of exploitation in respect of the area held by them in view of the provision of rule 50 and if the scheme is not approved or is rejected, a revised scheme shall be submitted within a period of 60 (sixty) days of such rejection or disapproval or if the lessee fails to remove the deficiencies in the revised scheme of exploitation, the lease shall be liable to be cancelled under rule 57.”;

(২৯) rule 55 এর পরে PART III A শিরোনামে নিম্নরূপ rules সহ একটি নতুন part সংযোজিত হইবে, যথাঃ—

“PART III A—QUARRY LEASE

55^A. **Leased area and register.**—(1) Except as otherwise decided by the Government, a quarry lease shall not be granted in respect of any area measuring more than 30 (thirty) hectares.

- (2) The leasing authority shall maintain a register for quarry lease granted under these Rules mentioned in the Thirteenth Schedule.

- 55^B. Period of quarry lease and its renewal.**—(1) A quarry lease shall be granted for a period of maximum 2 (two) years.
- (2) Subject to the satisfactory performance and payment of fees, royalties and other outstanding dues of the quarry lessee, the leasing authority shall grant renewal of the lease for a period not exceeding 2 (two) years at a time:
- Provided that the leasing authority shall not, without prior permission of the Government, renew any such lease for more than a total period of 6 (six) years including the initial period.
- Provided further that the lessee shall apply to the leasing authority in writing 60 (sixty) days before the expiry of the lease period or the renewal thereof.
- 3) If the lessee fails to apply for any renewal within the period mentioned in sub-rule (2), the application for renewal may be submitted within next 30 (thirty) days after expiry of the period mentioned in sub-rule (2) along with a late fee of 1/2 (one half) of the amount of annual fees payable by the lessee and the application may be considered.
- 55^C. Rights of the quarry lessee.**—The quarry lessee shall have the right to establish, within the boundaries of his quarry area, machineries and equipment for excavating, crushing, sizing, stocking the quarried minerals or rocks and make transportation facilities.
- 55^D. Submission of production returns.**—(1) After the grant of permission to commence operation, the lessee shall send the monthly production return within 7 (seven) days of the following month to the leasing authority in the form specified by the Director.
- (2) The lessee shall submit half-yearly return for the period of January to June by 10th July of each calendar year and for the period of July to December by 10th January of the next calendar year in the form specified by the Director.
- (3) If in the opinion of the Director the production sold out, dispatched or exported, the quantity of minerals and the quality of the mineral shown by the lessee are not correct, the Director shall have the power to determine the correctness of the amount of the production sold out dispatched, mineral exported after assessment of the quantity and ascertaining the quality of the mineral:

55^E. Payment of royalty.—(1) The lessee shall, by the 10th day of January and by 10th day of July each year pay royalty at the rates mentioned in the Eleventh Schedule for mineral extracted and submit a copy of the Treasury Challan in original to the Director showing payment of such royalty.

(2) In case of non-payment of royalty or before the dates mentioned in sub-rule (1), the following procedure shall be observed :

(a) the first 30 (thirty) days shall be treated as grace period;

(b) a penalty, at the rate of 10% of the royalty due, shall be charged in the case where payment is made after the expiry of the fortieth day after the due date;

(c) in case, the royalty along with penalty is not paid under clause (b) by the 120th day from the due date, specified in sub-rule (1), the lessee shall be liable to pay a further penalty at the rate of 10% of the dues in addition to penalty imposed under clause (b);

(d) in case, the royalty along with penalty is not paid under clause (c) by the 180th (one hundred eighty) day after the due date specified in sub-rule (1), the quarry lease shall be liable to be cancelled under rule 57.

(3) If in the opinion of the Director, the pit's mouth value of the mineral shown by the lessee is not correct, the Director shall have the power to fix pit's mouth value of the mineral extracted, sold out, dispatched or exported on spot inspection by a technically qualified officer of the Bureau of Mineral Development.

55^F. Working obligations.—(1) The quarry lessee shall start the operation not later than 120 (one hundred twenty) days, after granting of the lease.

(2) The lessee shall employ qualified technical personnel or expert or advisor.

(3) The lessee shall comply with the provision of rule referred to in rule 27^f in respect of the resident manager.

(4) The lessee shall demarcate the area in the manner referred to in rule 5.

(5) The lessee shall exercise the liberty and power granted in the lease in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development work within the land granted or lands adjacent thereto of any other mineral or minerals

not included in the lease and shall, at all times afford to the Director or his representative and to the holders of leases in respect of any other mineral or mineral or within any lands adjacent to the lands by reasonable means of access and passage upon and across the lands to such minerals for the purposes of getting, working, developing and carrying away the same.

- (6) The lessee shall furnish to the Director within 30 (thirty) days after every three months, the progress report of the quarry operations carried on during those three months by the lessee; and the report shall be in a form specified by the Director and shall contain—
- a statement of the depth reached in each drill hole or pit; and
 - a statement of geological or other geoscientific work or data that has been carried out.
- (7) Within 60 (sixty) days after the end of each year the lessee shall furnish to the Director a report of quarry operations carried out during that year, together with a plan showing the position of all works executed in connection with the operations in a form specified by the Director.
- (8) The lessee shall keep accurate geological, and drilling plans, maps, logs and records relating to the area granted and shall furnish to the Director all data and information of the progress of geological, drilling operations and other geoscientific works.”;
- (৩০) rule 56 এর sub-rule ‘e’ বিলম্বিত হইবে;

(৩১) rule 57 এবং rule 58 এর পরিবর্তে নিম্নরূপ rules প্রতিস্থাপিত হইবে, যথা:—

“57. Cancellation and suspension of licence or lease.—(1) If the licensee or the lessee does not comply with or violates any terms and conditions of the agreement or any of the provisions of these rules, the Director may issue a 15 (fifteen) days notice upon the licensee or the lessee to show cause in writing as to why his licence or lease shall not be cancelled.

(2) If any cause is shown within the time specified under sub-rule (1) or an extended time, not exceeding 10 (ten) days, the Director may, after considering the explanation, if any, cancel the licence or the lease for reasons to be recorded in writing :
Provided that—

(a) The Director shall take his preliminary decision within a period not exceeding 30 (thirty) days after expiry or the period allowed for showing cause, and thereafter he shall seek approval of the

Government which shall give its decision on the matter within 30(thirty) days and shall communicate it to the Director; and

- (b) on receiving the government decision, the Director shall accordingly take final decision and communicate it to the licensee or the lessee and, also the reason therefor if it is a decision for cancellation.

58. **Revision.**—(1) Where the licensee or the lessee is aggrieved by an order of the Director or as the case may be of the licensing or the leasing authority in respect of any of the following matter he may, within 30(thirty) days, apply to the Government for revision thereof :

- (a) fixation of the pit's mouth value of minerals under rule 44 (3) or 55^B(3);
- (b) an order given under rule 52 for stoppage of work;
- (c) an order of suspension or cancellation of the licence or the lease under rule 57;

(2) The Government shall, within 30 (thirty) days, of receipt of the application, dispose it of after giving concerned parties a reasonable opportunity presenting their respective case and the decision of the Government shall be final.”;

(৩২) rule 60 এর পরিবর্তে নিম্নরূপ rule প্রতিস্থাপিত হইবে, যথাঃ—

“60. **Penalties**—The Director may impose the licensee or the lessee the following penalties.

- (a) for violation of rule 5, penalty of fine not exceeding Tk. 50,000 (fifty thousand);
- (b) for violation of rule 21 or 22, a penalty of fine which shall not be less than Tk. 25,000 (twenty five thousand) and which may extend up to Tk. 1,00,000 (one hundred thousand);
- (c) for violation of rule 27^D. or 65 (a) or 66(2) or 66(3) or 71, a penalty of fine which shall not be less than Tk. 5,000 (five thousand) and which may extend up to Tk. 1,00,000 (one hundred thousand);
- (d) for violation of rule 34, 50 or 55F, a penalty of fine, which shall not be less than Tk. 20,000 (twenty thousand) and which may extend up to Tk. 100,000 (one hundred thousand);

- (e) for violation of rule 39^A, a penalty of fine which shall not be less than Tk. 5,000 (five thousand) and which may extend up to Tk. 20,000 (twenty thousand);
- (f) for violation of rule 42^A, a penalty of fine which shall not be less than Tk. 20,000 (twenty thousand) and which may extend up to Tk. 25,000 (twenty five thousand);
- (g) for violation of rule 46, a penalty of fine which shall not be less than Tk. 10,000 (ten thousand) and which may extend up to Tk. 50,000 (fifty thousand);
- (h) for violation of rule 47 or 55^D, a penalty of fine not exceeding Tk. 10,000 (ten thousand);
- (i) for violation of rule 48, a penalty of fine which may extend up to Tk. 50,000 (fifty thousand);
- (j) for violation of rule 49 or 51 a penalty of fine which shall not be less than Tk. 25,000 (twenty five thousand) and which may extend up to Tk. 1,00,000 (one hundred thousand);
- (k) for violation of rule 52, a penalty of fine which shall not be less than Tk. 25,000 (twenty five thousand) and which may extend up to Tk. 1,00,000 (one hundred thousand);
- (l) for violation of rule 53, a penalty of fine which shall not be less than Tk. 25,000 (twenty five thousand) and which may extend up to Tk. 1,00,000 (one hundred thousand);
- (2) The Director shall not pass an order imposing any fine referred to in sub-rule (1), unless a notice of 7 (seven) days to show cause, has been served on the licensee or the lessee.
- (3) The licensee or the lessee against whom an order imposing a penalty of fine has been passed by the Director, may prefer an appeal, not later than 30 (thirty) days of that order, to the Government.
- (4) The decision of the Government on an appeal referred to in sub-rule (3), shall be final.
- (5) The fine imposed under this rule shall be deposited in the treasure and original copy of treasury challan shall be submitted to the Director.”;
- (৩৩) rule 61 এর পরে নিম্নরূপ rules সংযোজিত হইবে, যথা :-
- “62. **Foreign licensee or lessee.**—Where the licensee or the lessee, being a company registered in Bangladesh, ceases to be a company registered in Bangladesh, it shall forthwith inform the Bureau and on receipt

of such information, the licensing or leasing authority may, cancel the licence or lease, unless it is assigned or transferred in accordance with rule-13.

63. **Reports to be treated as confidential.**—All logs, geological or geo-physical records, plans or maps which the licensee or the lessee is, or may be from time to time, required to furnish under the provisions of the licence or the lease, shall be supplied at the expense of the licensee or the lessee and shall, except with the consent in writing of the licensee or the lessee which shall not be unreasonably withheld, be treated by the Director as confidential at least for 5 (five) years and this period may be extended by the Director.
64. **No royalty for testing.**—The licensee or the lessee shall be allowed to take away the quantity of minerals mentioned in the Fourteenth Schedule for the purposes of testing without paying any royalty.
65. **Unauthorized work.**—(1) No person shall—
- undertake any mining activity including exploration outside the area granted.
 - obstruct free access of the licensee or the lessee to the area for which a licence or a lease has been granted.
 - try to obstruct or interfere with any work of the licensee or the lessee in the area mentioned in clause (b).
- (2) Where any person contravenes the provisions of clauses (b) and (c) of sub-rule (1), the local police and the administration shall, on the request of Director or the licensee or the lessee, stop or remove the obstruction or interference and where necessary, the Director or his authorized officer of the licensee or the lessee may prosecute the offender under the applicable law.
- (3) Where a person extracts any mineral in contravention of sub-rule (1) (a), the Director shall, seize and recover the mineral extracted and if that is not possible realize the total value of the mineral extracted by a certificate case as arrears of land revenue under the Public Demand Recovery Act, 1913 (Ben. Act III of 1913).
66. **Import licence.**—(1) A licensee or a lessee may import, under the policy of the Government, any machinery and equipment for—
- exploration activity;

- (b) use in the mine or in the quarry; or
- (c) related infra-structure development.

(2) The licensee or the lessee shall not import any machinery and equipment outside the list of items for which the licence for import has been issued.

(3) No person shall use any machinery and equipment referred to in sub-rule (1) for any purpose other than as mentioned in that sub-rule.

67. **Checking of unauthorized mining.**—(1) Measures referred to in sub-rule (2) may be taken in respect of—

- (a) unauthorized mining;
- (b) unauthorized use of a quarry; or
- (c) disposal of a mineral produced by unauthorized operation.

(2) The Director or a technically qualified officer or officers authorized by him, after receiving an information about any activity referred to in sub-rule (1), shall—

- (a) visit the area without delay and ensure with the help of local police and administration to stop the unauthorized mining or unauthorized use of the quarry;
- (b) seize the minerals extracted or mined unlawfully and sale the same by auction and deposit the sale proceeds in the Head of the Account of the Bureau of Mineral Development;
- (c) identify the person or persons involved in such activity and inform it to the local administration for necessary action;
- (d) take legal action against the person or persons engaged in such activity.

68. **Applicability of relevant enactments.**—In addition to the Act and other enactments referred to in the foregoing provisions, the following enactments shall apply to a licence or a lease granted under these rules :

- (i) The Mining Settlement Act, 1912 (Ben. Act II of 1912);
- (ii) The Mines Act, 1923 (Act IV of 1923);
- (iii) The Mines Maternity Benefit Act, 1941 (Act XIX of 1941);
- (iv) The Coal Mines Labour Welfare Fund Act, 1947 (Act XXXII of 1947); and

(v) The Excise Duty on Minerals (Labour Welfare) Act, 1967 (Act VIII of 1967).

69. **Auction of sand and pebbles etc.**—(1) Subject to the other provision of this rule the Deputy Commissioner of the District shall, for the purpose of auction of construction sand and ordinary pebbles and boulders, act as the agent of the Bureau.
- (2) The auction referred to in sub-rule (1)—
- (a) shall be made after a wide publicity through Radio, Television or National Newspapers;
- (b) shall be made on yearly basis by the Deputy Commissioner concerned, in presence of a technically qualified officer authorized by the Director and at least 10% (ten percent) of the auction-money shall be deposited in the Head of Account of the Bureau of Mineral Development on the spot and the remaining amount of the auction-money shall be deposited within 15 (fifteen) working days by the successful bidder in default of which the auction shall stand cancelled and the deposited money stand forfeited to the Government.
- (3) Before auctioning, the proposed area may be identified properly and if possible be divided into feasible blocks by two officers, one technically qualified officer Authorized by the Director and the other by the Deputy Commissioner concerned and each block shall be auctioned separately.
- (4) After the successful bidder deposits the entire auction-money, the Deputy Commissioner shall issue to him a certificate of auction along-with a map of the auctioned area and shall specify in the certificate, the validity period of the right under the auction; the right given by such certificate shall not assignable or transferable except by way of inheritance.
- (5) The successful bidder shall supply to the Director all necessary information regarding grade, quality and quantity of minerals extracted from the quarry, as and when required by the Director; and the Director or his authorized officer may at any time inspect the area under auction.
70. **Discovery of other minerals.**—A licensee or a lessee or an auction Certificate holder shall, without delay report to the Director about the discovery of any mineral other than the mineral for which the licence or the lease or the auction Certificate has been granted, or about any significant archaeological treasures and other discoveries.;

71. **Rights of distress.**—If any of the outstanding dues, fees and royalty under these rules payable by the licensee or the lessee are not paid within 365 (three hundred sixty five) days next after the date fixed for the same, the licensing or the leasing authority shall have the power to cancel the licence or the lease and proceed to recover the dues, fees and royalties from the security money and the bank guarantee, the remainder shall be recovered as arrears of land revenues under the Public Demand Recovery Act, 1913 (Ben. Act III of 1913):

Provided that if the right under licence or the lease has been mortgaged under rule 14, the licensing or the leasing authority shall inform the mortgage about its intention to cancel the licence or the lease to recover the dues; and the said authority shall, then be entitled to enforce the sale by auction of the mortgaged property and apply the sale proceeds first towards the expense of the rate, then towards the satisfaction of the dues referred in rule 27B, and then towards the satisfaction of the dues of the mortgage and the towards satisfaction of the dues, fees and royalties payable under these Rules; and if the amount recovered from the sale does not cover the claim under these rules, the said authority shall have all powers to recover such claim as arrears of land revenue under the Public Demand Recovery Act, 1913 (Ben. Act III of 1913).

72. **Head of Account.**—All deposits under these Rules, whether as annual fee or security deposit or fine or otherwise, shall be made by treasury challan under the Head of Account “৫১—খনি ও খনিজ দ্রব্য।”

(৩৪) “THE SCHEDULES” এবং তৎসংক্রান্ত এন্ট্রিসমূহের পরিবর্তে নিম্নরূপ Schedules প্রতিস্থাপিত হইবে, যথাঃ—

FIRST SCHEDULE

APPLICATION FORM FOR EXPLORATION LICENCE.

(See rule (3) a of the Mines and Minerals Rules, 1968)

1. Name of applicant in full :
2. If application is made by a local individual :
 - (a) Father's/Husband's name :
 - (b) Address : (i) Present :
 - (ii) Permanent :
 - (c) Nationality :
 - (d) Occupation :
 - (e) Age :

3. If application is made by a Company/Firm :
 - (a) Principal place of business :
 - (b) If Principal place of business is outside Bangladesh, the registered address in Bangladesh :
 - (c) Nature of Business :
 - (d) Authorized, subscribed or paid up capital :
 - (e) Name of Directors/Partners Nationality Age
4. Mineral for which exploration licence is required :
5. Period required :
6. Area, location and approximate size of the area :
7. Name and qualifications of technical experts or advisors :
8. Description of exploration licence or mining lease already held in or outside Bangladesh :
9. If the applicant is a foreign national or a company incorporated outside Bangladesh, state full particulars of nationality/country of incorporation and place of business in Bangladesh/registered address :
10. Capital available for exploration :
11. Special remarks (if any) :

I/we hereby solemnly declare that all the particulars stated above are correct, true to my belief and will abstain from all activities which affect, or are detrimental to the sovereignty or security of Bangladesh.

Date :

Signature of the applicant

Seal :

(Designation and capacity)

12. Essential enclosures :

- (i) Original copy of Treasury Challan for payment of application fee;
- (ii) 5 (five) copies of Mouza Map/Sketch plan for the area not exceeding 200 (two hundred) hectares and if the area exceeds 200 (two hundred) hectares only sketch plan be prepared from the Survey of Bangladesh Topographic Sheet (Scale-1:50,000) showing the applied area, coordinates;
- (iii) In the case of local applicant, 3 (three) copies of passport size photographs of the Applicant/Directors/Partners duly attested by a Gazetted Officer.

(iv) In the case of the local applicant, a Certificate for nationality and citizenship of the applicant/Directors/Partners and in the case of foreign company, an authenticated copy of the valid passport of the applicant/Directors/Partners :

(v) In the case of the local applicant, a Certificate of bank solvency, Trade licence and Income tax T.I.N.

(vi) In the case of foreign company, 2 (two) copies of the Memorandum of Association and Articles of Association and prospectus or partnership-deed or any other equivalent legal document :

(vii) In the case of the foreign company, Certificate of Registration of the company in Bangladesh :

SECOND SCHEDULE

APPLICATION FORM FOR MINING LEASE.

(See rule 3 (b) of the Mines and Minerals Rules, 1968)

1. Name of applicant in full :

2. If application is made by a local individual :

(a) Father's/Husband's name :

(b) Address : (i) Present :
(ii) Permanent :

(c) Nationality :

(d) Occupation :

(e) Age :

3. If application is made by a Company/Firm :

(a) Principal place of business :

(b) If Principal place of business is outside Bangladesh, the registered address in Bangladesh :

(c) Nature of Business :

(d) Authorized, subscribed or paid up capital :

(e) Name of Directors/Partners Nationality Age

(f) Name of principal Nationality Amount of Share
share-holders holding

4. Mineral for which mining lease is required :

5. Period required :

6. Area, Location, Situation and approximate size of the applied area :

7. A brief description and the result of any previous application (if any) for mining lease :
8. Capital available for mining :
9. Name and qualification of technical experts or advisors :
10. If the applicant is a foreign national, or a company incorporated outside Bangladesh, state full particulars of the company registered or to be registered by the applicant in Bangladesh, for the purpose of receiving the grant of any lease :

11. Special remarks (if any) :

I/we hereby solemnly declare that all the foregoing particulars are correct, true to my belief and will abstained from all activities which affect, or are detrimental to the sovereignty or security of Bangladesh.

Date :

Signature of the applicant

Seal :

(Designation and capacity)

12. Essential enclosures :

- (i) Original copy of Treasury Challan for payment of application fee;
- (ii) 5 (five) copies of Mouza Map/Sketch plan for the area not exceeding 200 (two hundred) hectares and if the area exceeds 200 (two hundred) hectares only sketch plan be prepared from the Survey of Bangladesh Topographic Sheet (Scale-1:50,000) showing the applied area, coordinates;
- (iii) In the case of partnership firm an authenticated copy of partnership deed;
- (iv) In the case of limited companies, two copies of Memorandum of Association and Articles of Association and prospectus or equivalent legal document along with an attested copy of the Certificate of incorporation/Registration of the Company;
- (v) In the case of local Applicant, 3 (three) copies of passport size photographs of the Applicant/Directors/Partners duly attested by a Gazetted Officer;
- (vi) In the case of the local applicant, a Certificate for nationality and citizenship of the applicant/Directors/Partners and in the case of foreign company, an authenticated copy of the valid passport of the applicant/Directors/Partners;
- (vii) In the case of local applicant, a Certificate of bank solvency, trade licence and income tax T. I. N.;
- (viii) In the case of foreign national or a foreign company, a documentary evidence of registration in Bangladesh.

THIRD SCHEDULE**APPLICATION FORM FOR QUARRY LEASE**

(See rule 3 (c) of the Mines and Minerals Rules, 1968)

1. Name of applicant in full :
2. If application is made by a local individual :
 - (a) Father's/Husband's name :
 - (b) Address : (i) Present :
(ii) Permanent :
 - (c) Nationality :
 - (d) Occupation :
 - (e) Age :
3. If application is made by a Company/Firm :
 - (a) Principal place of business :
 - (b) Nature of business :
 - (c) Total capital :
 - (d) Name of Directors/Partners Nationality Age
4. Name and qualifications of technical experts or advisors :
5. Mineral for which quarry lease is required :
6. Period required :
7. Area, location and approximate size of the area :
8. Brief particulars of previous experience in mining or quarry giving details of any licence or lease already held in or outside Bangladesh :
9. Capital available for quarry :
10. If the applicant is a foreign national, or a company incorporated outside Bangladesh state full particulars of the company to be registered by the applicant in Bangladesh, for the purpose of receiving the grant of any lease.
11. Special remarks (if any) :

I/we hereby solemnly declare that all the particulars stated above are correct, true to my belief and will abstain from all activities which affect, or is detrimental to the sovereignty or security of Bangladesh.

Date :

Signature of the applicant

Seal :

(Designation and capacity)

12. Essential enclosures :

- (i) Original copy of Treasury Challan for payment of application fee;
- (ii) 5 (five) copies of Mouza Map/Sketch plan for the area not exceeding 200 (two hundred) hectares and if the area exceeds 200 (two hundred) hectares only sketch plan be prepared from the Survey of Bangladesh Topographic Sheet (Scale-1:50,000) showing the applied area, coordinates;
- (iii) In the case of partnership-firm an authenticated copy of partnership deed;
- (iv) In the case of limited companies, two copies of Memorandum of Association and Articles of Association and prospectus or equivalent legal document along with an attested copy of the Certificate of incorporation/Registration of the Company;
- (v) In the case of local Applicant, 3 (three) copies of passport size photographs of the Applicant/Directors/Partners duly attested by a Gazetted Officer;
- (vi) In the case of the local applicant, a Certificate for nationality and citizenship of the applicant/Directors/Partners and in the case of foreign company, an authenticated copy of the valid passport of the applicant/Directors/Partners;
- (vii) In the case of local applicant, a Certificate of bank solvency, trade licence and income-tax T. I. N.;
- (viii) In the case of foreign national or a foreign company, a documentary evidence of registration in Bangladesh.

FIFTH SCHEDULE

FORM OF AGREEMENT FOR EXPLORATION LICENSE

(rule-16)

This Agreement is made on the day of
year

BETWEEN

The President of the Peoples Republic of Bangladesh represented by the Director of the Bureau of Mineral Development,
. Dhaka hereinafter called the "licensing authority".

AND

.
.
hereinafter called the "licensee", and the expression "licensee" includes, if the context admits, his "heirs, executors, administrators, legal representative or assignees".

Whereas the licensee has applied to the licensing authority for exploration licence in respect of the area specified in Annexure-A hereinafter referred to as the "licensed area";

And whereas the licensing authority has decided to the grant of the exploration licence applied for :

Now, the licensing authority hereby grants and demises to the licensee the area described in Annexure-A to this Agreement for exploration of
under the following rights, liabilities, powers, terms and conditions :

1. The provision of খনি ও খনিজ সম্পদ (নিয়ন্ত্রণ ও উন্নয়ন) আইন, ১৯৯২ (১৯৯২ সনের ৩৯ নং আইন) i.e. the Mines and Minerals (Control and Development) Act, 1992 (Act 39 of 1992) and those of the Mines and Minerals Rules, 1968 shall be applicable to this agreement even though any specific provision is not mentioned in this agreement and in the case of conflict between any clause mentioned in this Agreement and any of those provisions the said Act No. 39 of 1992 and the Rules of 1968, the said Act and the Rules shall prevail.
2. **Definition of rule.**—In this Agreement, the words "Rules" and "rule", wherever occur, means the Mines and Minerals Rules, 1968, and a rule thereof respectively.

3. **Liberty to work.**—(1) The licensee shall have liberty and power to enter upon the licensed area and to prospect, search and explore, and by any means, within the licensed area, without any interruption, claim or disturbance from or by the licensing authority or any other person—
- (a) to clear undergrowth and brushwood and with the prior sanction in writing of the licensing authority, to make any road on the licensed area necessary for carrying out the exploration operations effectually;
 - (b) to appropriate and use the water upon or within any part of the licensed area and to collect and impound the same for such purposes but in the exercise of this privilege, the licensee shall not deprive any land, village, house or watering place for cattle, of a reasonable supply of water;
 - (c) to erect and bring upon the licensed area in a manner which will least harm the environment, all such temporary structures, machinery, chattels and effects as shall be necessary for effectually carrying on the exploration operations hereby licensed, and to enclose with a fence the land so occupied :
provided that such fence shall not interfere with existing or projected rights of way or roads.
- (2) The licensing authority or any other person authorized by it in that behalf, shall have liberty or power to enter upon the licensed area for any purpose other than those for which this licence is issued, to construct on the licensed area roads, tramways, railways, telegraph and telephone lines and pipe lines which may be necessary for any public purpose and to obtain from and out of the licensed area such stone, earth, timber or other materials as may be necessary for making, repairing, or maintaining such roads, tramways, railways, telegraph and telephone lines and pipe lines or for any other purposes and to pass over along the licensed area and such roads, tramways, railway and pipe lines for such public purposes :
- Provided that the liberty or the power mentioned in this paragraph in respect of the licensed area, shall be exercised and enjoyed in such manner as not to hinder or interfere with the rights and privileges of the licensee.
4. **Right of renewal.**—Renewal of this licence may be made under rule 32.
5. **Right to surrender.**—The licensed area or any part thereof may be surrendered in accordance with rule 27^D

6. **Extension or change of licensed area.**—In this case rule 27^B shall apply.
7. **Annual Fee.**—Annual fee for the licence shall be as prescribed in rule 27^A
8. **Security deposit.**—This agreement shall not take effect until the security deposit prescribed in rule 27^C is made.
9. **Working obligations.**—Rule 34 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of working obligations.
10. **Exploration Resident Manager.**—Rule 27^N of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of exploration resident manager.
11. **Distance to be maintained during exploration activities.**—The licensee shall not work or carry out any operation within the distance as mentioned below :

From	Distance
(i) Airports, Radio and TV Stations,	200 (two hundred) meters,
(ii) Rail lines, Industrial set up and dams and barrages,	100 (one hundred) meters,
(iii) Highways, buildings, bridges, educational set up, market and grave yards.	50 (fifty) meters.
(iv) Electricity line pillar	15 (fifteen) meters.
(v) Gas line	10 (ten) meters.

12. **Notice to Divisional Forest Officer.**—The licensee shall not enter upon or commence exploration in any reserved or natural forest land without informing the DFO of the Forest Department.
13. **Notice to land owners etc.**—(1) Upon grant of the license, the licensee shall, before occupying any land, either purchase the land or obtain permission for its superficial use from the owner thereof and where necessary, submit documentary evidence of such purchase or permission, to the Director. (2) Rule 19 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of

notice to land owner before the commencement of the exploration operation.

14. **Restriction on injury to trees.**—The licensee shall, neither enter upon any land in the occupation of any person without the consent of the owner or authorized occupier, nor cut or in any way injure any trees, standing crops, buildings, huts, structures or any other property or properties of any kind and if the licensee is unable to secure such consent within a reasonable time, the Government shall, at the request of and in cooperation with the licensee, secure such consent for the licensee and the licensee shall pay the reasonable costs thereof.
15. **Demarcation.**—Rule 5 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of demarcating the licensed area.
16. **Damages etc. to third party's claim.**—The licensee shall pay compensation for any damage or injury to the property and rights of other parties which may be done by the licensee, its agents or employees in the exercise of the liberties or powers conferred by the licence and indemnify the licensing authority or other officer of the Government for an action, damages, cost, charge, claim or demand which may be made or brought by any person in respect of any such damage or injury and all costs and expenses in connection therewith.
17. **Assignment and transfer of licence.**—Rule 13 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of assignment or transfer of the right of the licensee under this rule.
18. **Import of equipment etc.**—Rule 66 of the Mines and Mineral Rules, 1968 shall apply to this agreement in respect of import of equipment etc.
19. **Discovery of other minerals.**—Rule 70 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of discovery of other minerals, significant archaeological treasures and discoveries.
20. **Water purification.**—During the exploration, if polluted water erupts or if water is polluted in any way, measures shall have to be taken by the licensee to purify it or to separate the harmful elements from the water so that no harm is done to the animals, fisheries, plants, agriculture or environment.
21. **Insurance facility.**—The licensee shall ensure life and accident insurance facility for the employees and labourers employed by him

and shall facilitate measures so that the beneficiaries get the benefit of the insurance within a reasonable time.

22. **Compensation for employees and labourers.**—Rules 20th of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of compensation for employees or labourers employed by the licensee.
23. **Pollution control of environment.**—The licensee shall, in order to control environment pollution—
 - (a) follow the provisions of the concerned laws and direction of the concerned authority;
 - (b) take appropriate measures to make sure that emissions from the machines used in the licensed area, waste products and harmful gases do not pollute environment; and
 - (c) plant trees in possible areas in the licensed area.
24. **Health, safety, working hours, etc.**—Rule 27th of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of health, safety, working hours etc. in the area for which the licence has been granted.
25. **Use of explosives.**—Rule 27th of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of the use of explosives.
26. **Applicability of relevant enactments.**—In this case rule 68 shall apply to this agreement.
27. **Areas granted through inadvertence.**—Where at a later stage, it is found that a licence for an area or part thereof has been granted through inadvertence or mistake, by the authority, the licensee shall unconditionally surrender that area and shall not be entitled to any compensation or to make any other claim.
28. **Not to construct building upon any public places, etc.**—Rule 21 of the Mines and Minerals Rule, 1968 shall apply to this agreement in respect of any restriction regarding construction of building or other surface operation by the licensee.
29. **Access to other licensees or lessees.**—The licensee shall allow other licensee in respect of any lands which adjoin or are reached by the land held by him, reasonable facilities of access there to and in this respect rule 23 shall apply.

30. **Distance of bore-holes or wells from outer boundaries.**—No exploration operations shall, except with the consent in writing of the Director be carried out by the licensee in or under the licensed area at or to any point within a distance of 10 (ten) meters from the outer boundaries of the licensed area.
31. **Payment of rent etc.**—The licensee shall pay to the Government, in respect of land owned by the Government, the yearly land revenue, rent, cess and water bill, at such rate as may be determined by the concerned authority.
32. **Report of accident.**—The licensee shall, without any delay, send to Director a report of any accident which may at any time occur in the licensed area, or in any pit, shaft or working therein.
33. **Exclusion of lands for public purposes.**—(1) Notwithstanding the rights conferred on the licensee, under this agreement or the Rules, the Government shall have the power to exclude land from the lands included in the licensed area or areas which may be required for public purposes:
 Provided that the area or areas so excluded shall not exceed 1/4 (one fourth) of the licensed area, and any area or areas, upon which active operations, such as well drilling, road construction, water or other work relating to the exploration have previously been commenced or are in progress or which have been shown to be necessary to a mine or related facilities, shall not to be excluded.
- (2) Where any area or areas have been excluded under clause (1), the licensee shall have right to have such area or areas become available for exploration.
34. **Power to enter the premises and inspection.**—Rule 35 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of power to enter the premises for inspection etc.
35. **Power to execute work.**—If the licensee fail to observe or perform or shall act in contravention of any of the covenants and obligations arising under the terms and conditions of this agreement, the Director shall be entitled, after giving to the licensee 15 (fifteen) days notice in writing of his such intention, to execute any works which in the opinion of the Director or an authorized representative, may be necessary to secure the performance of the said obligations or any of them and to recover the costs and expense from the licensee.

36. **Right of distress.**—Rule 71 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of right of distress.
37. **Forfeiture of property.**—If any structures, machinery, or other property or effects which ought to be removed by the licensee from the licensed area are not removed within 90 (ninety) days after a notice issued by the Director, the same shall be deemed to have been the property of the Government without further obligation to the licensee.
38. **Taking possession of works, etc, during emergency.**—In the event of the existence of a state of war or grave national emergency, the Government may, after notice in writing to the licensee forthwith take possession or assume control of the works, vehicles, machinery and premises and any other property, and the licensee shall conform to and obey all directions given by, or on behalf of the Government regarding the use or employment of such works, vehicles, machinery and premises :
- Provided that reasonable compensation shall be paid to the licensee within reasonable time for all loss or damage sustained, if any.
39. **Power to assess and claim compensation for damage of mineral property.**—In the event of any damage caused to the mineral property due to unscientific working, lack of supervision, negligence or any other omission or commission on the part of the licensee, the Director shall, as the sole judge, assess the extent of the damage and the compensation payable therefore by the licensee and the licensee shall be liable to pay the compensation so assessed, within 60 (sixty) days of such assessment, in the same manner as arrears of land revenue under the Public Demand Recovery Act, 1913 (Ben. Act III of 1913).
40. **Force Majeure.**—Failure on the part of the licensee to fulfil any of the terms and conditions of this license, shall not give the Government any claim against the licensee or be deemed to be a breach of license in so far as such failure arises from force majeure, and the obligations of licensee shall be suspended to the extent and for the period, for which that performance is prevented by such force majeure and in this licence, "force majeure" means among other things: war, insurrection, civil disturbance, storm, tidal wave, flood, explosion, fire, lightning, earthquake, or any other cause over which the licensee has no control.

41. **Employment of nationals of Bangladesh.**—The licensing authority may, at its discretion, require the licensee to employ qualified nationals of Bangladesh in different grades in its exploration operation and to arrange for training in Bangladesh and abroad for these personnel and the licensee shall comply with appropriate instructions issued by the licensing authority in this regard and the number of Bangladeshi personnel to be employed or trained shall be determined in consultation with the licensing authority.
42. **Dispute and arbitration.**—Rule 27^s of the Mines and Mineral Rules, 1968 shall apply to this agreement in respect of dispute and arbitration.
43. **Method of assignment etc.**—Where licensee, being a company registered in Bangladesh, ceases to be a company registered in Bangladesh, it shall forthwith inform the licensing authority and apply to the licensing authority for consent to an assignment of the rights referred to in rule 13 of the Mines and Minerals Rules, 1968, failing of which the licensing authority may revoke the licence.
44. **Reports to be treated as confidential.**—All logs, geological or geophysical records, plans, maps, which the licensee has to furnish under the provision of this licence, shall be supplied at the expense of the licensee, and shall, except with the consent in writing of the licensee which shall not be unreasonably withheld, be treated by the Director as confidential at least for 5 (five) years and this period may be extended by the Director.
45. **Mortgage of licensed area.**—In this case rule 14 shall apply to this agreement.
46. **Penalties.**—Rule 60 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of any penalty or penalties.
47. **Conditions, rights and liabilities of the licensee.**—In this case Rule 16 shall apply.
48. **Unauthorised work.**—Rule 65 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of unauthorised work or obstruction.
49. **Cancellation and suspension of licence.**—Rule 57 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of cancellation and suspension of licence.

50. **Revision.**—Where the licensee is aggrieved by an order of the Director, the licensee may apply to the Government for revision thereof under Rule 58 of the Mines and Minerals Rules, 1968.

IN WITNESS WHEREOF, the parties hereto have signed this agreement, signifying acceptance of the terms and conditions thereof, as of the date first above written.

Director
Bureau of Mineral Development
and
The Licensing Authority

Witness : (1)

(2)

Licensee

Witness : (1)

(2)

Annexure-A

Description of the Licensed Area

1. Location :
2. Total Area :
3. Name of the mouza (for area not exceeding two hundred hectares) :
4. Topographical Sheet No (for area exceeding two hundred hectares) :
5. Area marked by colour, coordinates :
6. Boundaries :
 - (a) On the north by,
 - (b) On the south by
 - (c) On the east by
 - (d) On the west by

SIXTH SCHEDULE**FORM OF AGREEMENT FOR MINING LEASE****(rule-16)**

This Agreement is made on the day of
Year '

BETWEEN

The President of the People's Republic of Bangladesh represented by the Director of the Bureau of Mineral Development, Dhaka hereinafter called the "leasing authority".

AND

.
.

hereinafter called the "lessee" and the expression "lessee" includes, if the context so admits, his "heirs, executors, administrators, legal representatives or assignees".

Whereas the lessee has applied to the leasing authority for mining lease in respect of the area specified in Annexure A, hereinafter referred to as the "leased area";

And whereas the leasing authority has decided to the grant of the lease applied for :

Now, the leasing authority hereby grants and demises to the lessee the area as described in Annexure-A to this Agreement for mining of under the following rights, liabilities, powers, terms and conditions :

1. The provision of খনি ও খনিজ সম্পদ (নিয়ন্ত্রণ ও উন্নয়ন) আইন, ১৯৯২ (১৯৯২ সনের ৩৯ নং আইন) i.e. the Mines and Minerals (Control and Development) Act, 1992 (Act 39 of 1992) and those of the Mines and Minerals Rules, 1968 shall be applicable to this agreement even though any special provision is not mentioned in this agreement and in the case of conflict between any clause mentioned in this Agreement and any of those provisions the said Act No. 39 of 1992 and the Rules of 1968, and the said Act and the Rules shall prevail.
2. **Definition of rule.**—In this Agreement, the words "Rules" and "rule", wherever occur, means the Mines and Minerals Rules, 1968 and a rule thereof respectively.

3. **Liberty to work.**—(1) The lessee shall have liberty and power to enter upon the leased area and to search and win, work, get, raise or convert and carry away the leased mineral.
- (2) Subject to the approval of the Director, the lessee may appropriate and use for any purpose connected with the mining or refining operations connected therewith, the water upon or within any of the leased area, and to collect, impound and bore for the purpose of working the boring of works or carrying out refining operations; but in the exercise of this privilege the lessee shall not deprive any land, village, house or watering place for cattle of a reasonable supply of water.
- (3) The lessee shall have the liberty and power to enter upon, use and occupy a sufficient part of the leased land adjoining any boring or pit and to work for the purposes of stacking, heaping or depositing thereon any produce of the mines or works, carried on and all the earth soil and other substances brought by the work necessary or convenient for the effectual working of the boring, pit, work or operation.
- (4) The lessee shall have liberty and power to erect, set up and make in or upon the leased area sheds or houses for workmen and employees, engines, machinery, furnaces, buildings, erections, pipe lines, telephone lines, railroads, tram roads or other roads and works necessary to or convenient for the effectual working of the boring, pits, works or refining operations connected therewith.
- (5) The lessee shall have the liberty and power to search for, dig and get free of charge gravel, sand, clay or stone within the leased area for the purpose of mining but not for sale and at the expiration of this lease an excavation shall be fenced, or filled in or levelled and left otherwise fit for cultivation and occupation as far as may be practicable, if that is required by the Director.
- (6) The lessees shall have liberty and power to enclose with a fence the surface of the leased area.

Provided that the liberty or rights of way power which has been granted to the Government or the leasing authority as under this agreement or the Rules, shall not thereby be affected.

4. **Right of renewal.**—Renewal of this lease may be made under rule 43^A.
5. **Right to surrender lands.**—The leased area or any part thereof may be surrendered in accordance with rule 27^D.

6. **Extension or change of leased area.**—In this case rule 27^B shall apply.
7. **Annual Fee.**—Annual fee for the lease shall be as prescribed in rule 27^A
8. **Security deposit.**—This agreement shall not take effect until the security deposit prescribed in rule 27^D is made.
9. **Working obligations.**—Rule 50, of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of working obligations.
10. **Mining Resident Manager.**—Rule 27^I of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of mining resident manager.
11. **Distance to be maintained during mining activities.**—The lessee shall not work or carry out any operation within the distance as mentioned below :

From	Distance
(i) Airports, Radio and TV Stations,	200 (two hundred) meters.
(ii) Rail lines. Industrial set up and dams and barrages,	100 (one hundred) meters,
(iii) Highways, buildings, bridges, educational set up, market and graveyards.	50 (fifty) meters.
(iv) Electricity line pillar	15 (fifteen) meters.
(v) Gas line	10 (ten) meters.

12. **Notice to Divisional Forest Officer.**—The lessee shall not enter upon or commence mining operation in any reserved or natural forest land without informing the DFO of the Forest Department.
13. **Notice to land owners etc.**—(1) Upon grant of the lease, the lessee shall, before occupying any land, either purchase the land or obtain permission for its superficial use from the owner thereof and where necessary submit documentary evidence of such purchase or permission, to the Director, (2) Rule 19 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of notice to land owner before the commencement of the mining operation.

14. **Weighing machine.**—The lessee shall provide all the time a properly constructed and efficient weighing machine or other suitable means for determining the weight or quantity of the mineral proceed.
15. **Demarcation.**—Rule 5 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of demarcating the leased area.
16. **Damages etc. to third parties claim.**—The lessee shall pay compensation for any damage or injury to the property and rights of other parties which may be done by the lessee, its agents or employees in the exercise of the liberties or powers conferred by the lease and indemnify the leasing authority or other officer of the Government for an action, damages, cost, charge, claim or demand which may be made or brought by any person in respect of any such damage or injury and all costs and expenses in connection therewith.
17. **Assignment or transfer of lease.**—Rule 13 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of assignment or transfer of the right of the lessee under this rule.
18. **Import of equipment etc.**—Rule 66 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of import of equipment etc.
19. **Discovery of other minerals.**—Rule 70 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of discovery of other minerals, significant archaeological treasures and discoveries.
20. **Water purification.**—During the mining operation, if polluted water erupts or if water is polluted in any way, measures shall have to be taken by the lessee to purify it or to separate the harmful elements from the water so that no harm is done to the animals, fisheries, plants, agriculture or environment.
21. **Insurance facility.**—The lessee shall ensure life and accident insurance facility for the employees and labourers employed by him and shall facilitate measures so that the beneficiaries get the benefit of the insurance within a reasonable time.
22. **Compensation for employees and labourers.**—Rules 27^N of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of compensation for employees or labourers employed by the lessee.

23. **Pollution control of environment.**—The lessee shall, in order to control environment pollution—
 - (a) follow the provisions of the concerned laws and direction of the concerned authority;
 - (b) take appropriate measures to make sure that emissions from the machines used in the leased area, waste products and harmful gases do not pollute environment; and
 - (c) plant trees in possible areas in the leased area.
24. **Health, safety, working hours, etc.**—Rule 27^H of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of health, safety, working hours etc. in the area for which the lease has been granted.
25. **Use of explosives.**—Rule 27^I of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of the use of explosives.
26. **Applicability of relevant enactment.**—In this case rule 68 shall apply to this agreement.
27. **Areas granted through inadvertence.**—Where at a later stage, it is found that a lease for an area or part thereof has been granted through inadvertence or mistake, by the authority, the lessee shall unconditionally surrender that area and shall not be entitled to any compensation or to make any other claim.
28. **Not to construct building upon any public places, etc.**—Rule 21 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of any restriction regarding construction of building or other surface operation by the lessee.
29. **Access to other licensees or lessees.**—The lessee shall allow other lessee in respect of any lands which adjoin or are reached by the land held by him, reasonable facilities of access thereto and in this respect rule 23 shall apply.
30. **Distance of bore-holes or wells from outer boundaries.**—No mining operations shall, except with the consent in writing of the Director be carried out by the lessee in or under the leased area at or to any point within a distance of 10 (ten) meters from the outer boundaries of the leased area.
31. **Payment of rent etc.**—The lessee shall pay to the Government, in respect of land owned by the Government, the yearly land revenue,

rent, cess and water bill, at such rate as may be determined by the concerned authority.

32. **Report of accident.**—The lessee shall, without any delay, send to the Director a report of any accident which may at any time occur in the leased area, or in any pit, shaft or working therein
33. **Exclusion of lands for public purposes.**—(1) Notwithstanding the rights conferred on the lessee, under this agreement or the Rules, the Government shall have the power to exclude land from the lands included in the leased area or areas which may be required for public purposes:
- Provided that the area or areas so excluded shall not exceed 1/4 (one fourth) of the leased area, and any area or areas, upon which active operations, such as well drilling, road construction, water or other work relating to the mining operation have previously been commenced or are in progress or which have been shown to be necessary to a mine or related facilities, shall not be excluded.
- (2) Where any area or areas have been excluded under clause (1), the lessee shall have right to have such area or areas become available for mining operation.
34. **power to execute work.**—If the lessee fail to observe or perform or shall act in contravention of any of the covenants and obligations arising under the terms and conditions of this agreement, the Director shall be entitled, after giving to the lessee 15 (fifteen) days notice in writing of his such intention, to execute any works which in the opinion of the Director or an authorised representative, may be necessary to secure the performance of the said obligations or any of them and to recover the costs and expense from the lessee.
35. **Right of distress.**—Rule 71 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of right of distress.
36. **Forfeiture of property.**—If any structures, machinery, or other property or effects which ought to be removed by the lessee from the leased area are not removed within 90 (ninety) days after a notice issued by the Director, the same shall be deemed to have been the property of the Government without further obligation to the lessee.
37. **Taking possession of works, etc, during emergency.**—In the event of the existence of a state of war or grave national emergency, the Government may, after notice in writing to the lessee forthwith take

possession or assume control of the works, vehicles, machinery and premises and any other property, and the lessee shall conform to and obey all directions given by, or on behalf of the Government regarding the use or employment of such works, vehicles, machinery and premises:

Provided that reasonable compensation shall be paid to the lessee within reasonable time for all loss or damage sustained, if any.

38. **Power to assess and claim compensation for damage of mineral property.**—In the event of any damage caused to the mineral property due to unscientific working, lack of supervision, negligence or any other omission or commission on the part of the lessee, the Director shall, as the sole judge, assess the extent of the damage and the compensation payable therefore by the lessee and the lessee shall be liable to pay the compensation so assessed, within 60 (sixty) days of such assessment, in the same manner as arrears of land revenue under the Public Demand Recovery Act, 1913 (Ben. Act III of 1913).
39. **Force Majeure.**—Failure on the part of the lessee to fulfill any of the terms and conditions of this lease, shall not give the Government any claim against the lessee or be deemed to be a breach of lease in so far as such failure arises from force majeure, and the obligations of lessee shall be suspended to the extent and for the period, for which that performance is prevented by such force majeure and in this lease, “force majeure” means among other things: war, insurrection, civil disturbance, storm, tidal wave, flood, explosion, fire, lightening, earthquake, or any other cause over which the lessee has no control.
40. **Employment of nationals of Bangladesh.**—The leasing authority may at its discretion, require the lessee to employ qualified nationals of Bangladesh in different grades in its mining operation and to arrange for training in Bangladesh and abroad for these personnel and the lessee shall comply with appropriate instructions issued by the leasing authority in this regard and the number of Bangladeshi personnel to be employed or trained shall be determined in consultation with the leasing authority.
41. **Dispute and arbitration.**—Rule 27^s of the Mines and Mineral Rules, 1968 shall apply to this agreement in respect of dispute and arbitration.
42. **Method of assignment etc.**—Where lessee, being a company registered in Bangladesh, ceases to be a company registered in Bangladesh,

it shall forthwith inform the leasing authority and apply to the leasing authority for consent to an assignment of the rights referred to in rule 13 of the Mines and Minerals Rules 1968, failing of which the leasing authority may revoke the lease.

43. **Reports to be treated as confidential.**—All logs, geological or geophysical records, plans, maps, which the lessee has to furnish under the provision of this lease, shall be supplied at the expense of the lessee, and shall, except with the consent in writing of the lessee which shall not be unreasonably withheld, be treated by the Director as confidential at least for 5 (five) years and this period may be extended by the Director.
44. **Notice of fresh issues of capital.**—The lessee shall report to the Director particulars of any fresh issues of capital which may be made by it from time to time.
45. **Submission of production returns.**—After the commencement of mining operation, the lessee shall, within the first 7 (seven) days of each calendar month, send monthly production return showing the production in the preceding month to the leasing authority in the form specified by the Director.
46. **Payment of royalty.**—In this case rule 44 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of payment of royalty.
47. **Keeping accounts and inspection.**—In this case rule 46 of the Mines and Minerals Rules, 1968 shall apply.
48. **Employment of technical personnel.**—(1) No work shall be done in any manner in the area demised under a mining lease for any mineral, the average monthly production of which exceeds 400 (four hundred) tons or the total average monthly sales of which is above Tk. 1,50,00 (one hundred fifty thousand), unless the lessee employs a person holding a Degree in Mining Engineering or at least second class Masters Degree in Geology from a university or institution or any other Body recognised by the Government.
(2) The minimum number of other technical persons and their requisite qualifications shall be determined at the time of approval of the exploitation schedule.

49. **Encroachment in other areas.**—Whereas a lessee while working on surface or underground encroaches upon—
- (a) any area not included in his lease, the leasing authority shall have the power to stop such operation by such measures as it deems fit and the lessee shall also be liable to a penalty referred to in rule 60 (f);
- (b) any subsequent violation of such measures as adopted in the clause (a) shall render the lease liable to cancellation.
50. **Submission of plans.**—In this case rule 48 of the Mines and Minerals Rules, 1968 shall apply.
51. **Non-conservational mining activity.**—Rule 52 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of non-conservational mining activity.
52. **Mortgage of leased area.**—In this case rule 14 shall apply to this agreement.
53. **Penalties.**—Rule 60 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of any penalty or penalties.
54. **Conditions, rights and liabilities of the lessee.**—In this case rule 16 shall apply.
55. **Unauthorised work.**—Rule 65 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of unauthorised work or obstruction.
56. **Cancellation and suspension of lease.**—Rule 57 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of cancellation and suspension of the lease.
57. **Revision.**—Where the lessee is aggrieved by an order of the Director, the lessee may apply to the Government for revision thereof under Rule 58 of the Mines and Minerals Rules, 1968.

IN WITNESS WHEREOF, the parties hereto have signed this agreement, signifying acceptance of the terms and conditions thereof, as of the date first above written.

Director
Bureau of Mineral Development
AND
The Leasing Authority

Witness : (1)

 (2)

Lessee

Witness : (1)

 (2)

Annexure-A

Description of the Leased Area

1. Location :
2. Total Area :
3. Name of the mouza (for area not exceeding two hundred hectares) :
4. Topographical Sheet No. (for area exceeding two hundred hectares) :
5. Area marked by colour, co-ordinates :
56. Boundaries :
 - (a) On the north by
 - (b) On the south by
 - (c) On the east by
 - (d) On the west by

SEVENTH SCHEDULE

FORM OF AGREEMENT FOR QUARRY LEASE

(rule-16)

This Agreement is made on the day of Year

BETWEEN

The President of the Peoples Republic of Bangladesh represented by the Director of the Bureau of Mineral Development.
, Dhaka hereinafter called the "leasing authority".

AND

.....

hereinafter called the "lessee" and the expression "lessee" includes, if the context so admits, his "heirs, executors, administrators, legal representatives or assignees".

Whereas the lessee has applied to the leasing authority for quarry lease in respect of the area specified in Annexure-A, hereinafter referred to as the "leased area";

And whereas the leasing authority has decided to the grant of the quarry lease applied for :

Now, the leasing authority hereby grants and demises to the lessee the area described in Annexure-A to this Agreement for quarry operation of
 under the following rights, liabilities, powers, terms and conditions :

1. The provision of খনি ও খনিজ সম্পদ (নিয়ন্ত্রণ ও উন্নয়ন) আইন, ১৯৯২ (১৯৯২ সনের ৩৯ নং আইন) i.e. the Mines and Minerals (Control and Development) Act, 1992 (Act 39 of 1992) and those of the Mines and Minerals Rules, 1968 shall be applicable to this agreement even though any special provision is not mentioned in this agreement and in the case of conflict between any clause mentioned in this Agreement and any of those provisions the said Act No. 39 of 1992 and the Rules of 1968, and the said Act and the Rules shall prevail.
2. **Definition or rule.**—In this Agreement, the words "Rules" and "rule", wherever occur, means the Mines and Minerals Rules, 1968 and a rule thereof respectively.
3. **Liberty to work.**—(1) The lessee shall have liberty and power to enter upon the leased area and to search and win, work, get, raise or convert and carry away the leased mineral.
 (2) The quarry lessee shall have the right to establish within the boundaries of his quarry site, machineries and equipment for excavating, crushing, sizing stacking the quarried mineral or rocks and make transportation facilities.
 (3) The lessee shall have the liberty and power to search for, dig and get free of charge gravel, sand, clay or stone within the leased area for the purpose of quarry operation but not for sale and at the expiration of this lease an excavation shall be fenced, or filled in or levelled and left otherwise fit for cultivation and occupation, as far as may be practicable, if that is required by the Director.
 (4) The lessees shall have liberty and power to enclose with a fence the surface of the leased area.

Provided that the liberty or rights of way power which has been granted to the Government or the leasing authority as under this agreement or the Rules, shall not thereby be affected.

4. **Right of renewal.**—Renewal of this lease may be made under rule 55^B.
5. **Right to surrender lands.**—The leased area or any part thereof may be surrendered in accordance with rule 27^D.
6. **Extension or change of leased area.**—In this case rule 27^E, shall apply.
7. **Annual Fee.**—Annual fee for the lease shall be as prescribed in rule 27^A.
8. **Security deposit.**—This agreement shall not take effect until the security deposit prescribed in rule 27^O is made.
9. **Working obligations.**—Rule 55^F of the Mines and Minerals Rules 1968 shall apply to this agreement in respect of working obligations.
10. **Resident Manager.**—Rule 27^J of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of resident manager.
11. **Distance to be maintained during quarry operation.**—The lessee shall not work or carry out any operation within the distance as mentioned below :

From	Distance
(i) Airports, Radio and TV Stations,	100 (one hundred) meters,
(ii) Rail lines, Industrial set up and dams and barrages,	50 (fifty) meters,
(iii) Highways, buildings, bridges, educational set up, market and graveyards.	25 (twenty five) meters.
(iv) Electricity line pillar	12 (twelve) meters.
(v) Gas line	10 (ten) meters.

12. **Notice to Divisional Forest Officer.**—The lessee shall not enter upon or commence quarry operation in any reserved or natural forest land without informing the DFO of the Forest Department.
13. **Notice to land owners etc.**—(1) Upon grant of the lease, the lessee shall, before occupying any land, either purchase the land or obtain

permission for its superficial use from the owner thereof and where necessary, submit documentary evidence of such purchase or permission, to the Director.

- (2) Rule 19 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of notice to land owner before the commencement of the quarry operation.
14. **Weighing machine.**—The lessee shall provide all the time a properly constructed and efficient weighing machine or other suitable means for determining the weight or quantity of the mineral proceed.
15. **Demarcation.**—Rule 5 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of demarcating the leased area.
16. **Damages etc. to third parties claim.**—The lessee shall pay compensation for any damage or injury to the property and rights of other parties which may be done by the lessee, its agents or employees in the exercise of the liberties or powers conferred by the lease and indemnify the leasing authority or other officer of the Government for an action, damages, cost, charge, claim or demand which may be made or brought by any person in respect of any such damage or injury and all costs and expenses in connection therewith.
17. **Assignment and transfer of lease.**—Rule 13 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of assignment or transfer of the right of the lessee under this rule.
18. **Import of equipment etc.**—Rule 66 of the Mines and Mineral Rules, 1968 shall apply to this agreement in respect of import of equipment etc.
19. **Discovery of other minerals.**—Rule 70 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of discovery of other minerals, significant archaeological treasures and discoveries.
20. **Water purification.**—During the quarry operation, if polluted water erupts or if water is polluted in any way, measures shall have to be taken by the lessee to purify it or to separate the harmful elements from the water so that no harm is done to the animals, fisheries, plants, agriculture or environment.
21. **Insurance facility.**—The lessee shall ensure life and accident insurance facility for the employees and labourers employed by him and shall facilitate measures so that the beneficiaries get the benefit of the insurance within a reasonable time.

22. **Compensation for employees and labourers.**—Rules 27^N of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of compensation for employees or labourers employed by the lessee.
23. **pollution control of environment.**—The lessee shall, in order to control environment pollution.
 - (a) follow the provisions of the concerned laws and direction of the concerned authority;
 - (b) take appropriate measures to make sure that emissions from the machines used in the leased area, waste products and harmful gases do not pollute environment; and
 - (c) plant trees in possible areas in the leased area.
24. **Health, safety, working hours, etc.**—Rule 27^H of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of health, safety, working hours etc. in the area for which the quarry lease has been granted.
25. **Use of explosives.**—Rule 27^I of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of the use of explosives.
26. **Applicability of relevant enactments.**—In this case rule 68 shall apply to this agreement.
27. **Areas granted through inadvertence.**—Where at a later stage, it is found that a lease for an area or part thereof has been granted through inadvertence or mistake, by the authority, the lessee shall unconditionally surrender that area and shall not be entitled to any compensation or to make any other claim.
28. **Not to construct building upon any public places, etc.**—Rule 21 of the Mines and Minerals Rule, 1968 shall apply to this agreement in respect of any restriction regarding construction of building or other surface operation by the lessee.
29. **Access to other licensees or lessees.**—The lessee shall allow other lessee in respect of any lands which adjoin or are reached by the land held by him, reasonable facilities of access thereto and in this respect rule 23 shall apply.
30. **Distance of bore-holes or wells from outer boundaries.**—No quarry operation shall, except with the consent in writing of the Director be carried out by the lessee in or under the leased area at or to any point within a distance of 10 (ten) meters from the outer boundaries of the leased area.

31. **Payment of rent etc.**—The lessee shall pay to the Government, in respect of land owned by the Government, the yearly land revenue, rent, cess and water bill, at such rate as may be determined by the concerned authority.
32. **Report of accident.**—The lessee shall, without any delay, send to Director a report of any accident which may at any time occur in the quarry area, or in any pit, shaft or working therein,
33. **Exclusion of lands for public purposes.**—(1) Notwithstanding the right conferred on the lessee, under this agreement or the Rules, the Government shall have the power to exclude land from the lands included in the leased area or areas which may be required for public purposes:
- Provided that the area or areas so excluded shall not exceed 1/4 (one fourth) of the leased area, and any area or areas, upon which active operations, such as well drilling, road construction, water or other work relating to the quarry operation have previously been commenced or are in progress or which have been shown to be necessary to a quarry or related facilities, shall not be excluded.
- (2) Where any area or areas have been excluded under clause (1), the lessee shall have right to have such area or areas become available for quarry operation.
34. **Right of distress.**—Rule 71 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of right of distress.
35. **Forfeiture of property.**—If any structures, machinery, or other property or effects which ought to be removed by the lessee from the leased area are not removed within 90 (ninety) days after a notice issued by the Director, the same shall be deemed to have been the property of the Government without further obligation to the lessee.
36. **Taking possession of works, etc. during emergency.**—In the event of the existence of a state of war or grave national emergency, the Government may, after notice in writing to the lessee forthwith take possession or assume control of the works, vehicles, machinery and premises and any other property, and the lessee shall conform to and obey all directions given by, or on behalf of the Government regarding the use or employment of such works, vehicles, machinery and premises;

Provided that reasonable compensation shall be paid to the lessee within reasonable time for all loss or damage sustained, if any.

37. **Power to assess and claim compensation for damage of mineral property.**—In the event of any damage caused to the mineral property due to unscientific working, lack of supervision, negligence or any other omission or commission on the part of the lessee, the Director shall, as the sole judge, assess the extent of the damage and the compensation payable therefore by the lessee and the lessee shall be liable to pay the compensation so assessed, within 60 (sixty) days of such assessment, in the same manner as arrears of land revenue under the Public Demand Recovery Act, 1913 (Ben. Act III of 1913).
38. **Force Majeure.**—Failure on the part of the lessee to fulfill any of the terms and conditions of this lease, shall not give the Government any claim against the lessee or be deemed to be a breach of lease in so far as such failure arises from force majeure, and the obligations of lessee shall be suspended to the extent and for the period, for which that performance is prevented by such force majeure and in this quarry lease, “force majeure” means among other things: war, insurrection, civil disturbance, storm, tidal wave, flood, explosion, fire, lightning, earthquake, or any other cause over which the lessee has no control.
39. **Employment of nationals of Bangladesh.**—The leasing authority may, at its discretion, require the lessee to employ qualified nationals of Bangladesh in different grades in its quarry operation and to arrange for training in Bangladesh and abroad for these personnel and the lessee shall comply with appropriate instruction issued by the leasing authority in this regard and the number of Bangladeshi personnel to be employed or trained shall be determined in consultation with the leasing authority.
40. **Dispute and arbitration.**—Rule 27^s of the Mines and Mineral Rules, 1968 shall apply to this agreement in respect of dispute and arbitration.
41. **Method of assignment etc.**—Where lessee, being a company registered in Bangladesh, ceases to be a company registered in Bangladesh, it shall forthwith inform the leasing authority and apply to the leasing authority for consent to an assignment of the rights referred to in rule 13 of the Mines and Minerals Rule 1968, failing of which the leasing authority may revoke the lease.
42. **Reports to be treated as confidential.**—All logs, geological or geophysical records, plans, maps, which the lessee has to furnish under the

provision of this lease, shall be supplied at the expense of the lessee, and shall, except with the consent in writing of the lessee which shall not be unreasonably withheld, be treated by the Director as confidential at least for 5 (five) years and this period may be extended by the Director.

43. **Notice of fresh issues of capital.**—The lessee shall report to the Director particulars of any fresh issues of capital which may be made by it from time to time.
44. **Submission of production returns.**—Rule 55^D of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of submission of production returns.
45. **Payment of royalty.**—In this case rule 55^E of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of payment of royalty.
46. **Keeping accounts and inspection.**—In this case rule 46 of the Mines and Minerals Rules, 1968 shall apply.
47. **Mortgage of leased area.**—In this case rule 14 shall apply to this agreement.
48. **penalties.**—Rule 60 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of any penalty of penalties.
49. **Conditions, rights and liabilities of the lessee.**—In this case Rule 16 shall apply.
50. **Unauthorised work.**—Rule 65 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of unauthorised work or obstruction.
51. **Cancellation and suspension of lease.**—Rule 57 of the Mines and Minerals Rules, 1968 shall apply to this agreement in respect of cancellation and suspension of the lease.
52. **Revision.**—Where the lessee is aggrieved by an order of the Director, the lessee may apply to the Government for revision thereof under Rule 58 of the Mines and Minerals Rules, 1968.

IN WITNESS WHEREOF, the parties hereto have signed this agreement, signifying acceptance of the terms and conditions thereof, as of the date first above written.

- Director
Bureau of Mineral Development
and
The Licensing Authority

Witness : (1)

(2)

Lessee

Witness : (1)

(2)

Annexure-A

Description of the Quarry Leased Area

1. Location :
2. Total Area :
3. Name of the mouza (for area not exceeding two hundred hectares) :
4. Topographical Sheet No. (for area exceeding two hundred hectares) :
5. Area marked by colour, co-ordinates :
6. Boundaries :
 - (a) On the north by
 - (b) On the south by
 - (c) On the east by
 - (d) On the west by

EIGHTH SCHEDULE

**FORM OF AGREEMENT FOR ASSIGNMENT OR TRANSFER OF
EXPLORATION LICENCE/MINING LEASE/QUARRY LEASE**

(rule-13)

This agreement of transfer of exploration licence or mining lease or quarry lease is made on the.....day of.....Year.....

BETWEEN

The President of the Peoples Republic of Bangladesh represented by the Director of the Bureau of Mineral Development.
... Dhaka hereinafter called "leasing authority".

AND

.....
hereinafter called the "transferee/assignee".

Whereas the licensee/the lessee desires to transfer/assign the licence or the lease which was made between the Government and the licensee or the lessee on for year/years for the purpose of exploration or mining or quarry operation for from the area annexed in this agreement for the licence or the lease hereto;

Whereas the lessee/the licensee is desirous of transferring/assigning the licence/the lease to the transferee/the assignee and the Government has at the request of the licensee/the lessee, granted sanction to such transfer/assignment upon codition of the transferee/assignee entering into an agreement and conditions hereinafter set forth :

1. The transferee/assignee shall perform, observe and conform to all the provisions, conditions, and covenants contained in the agreement made on the day of year, for the licence /the lease in such manner in all respects as if the licence or the lease had been granted to the transferee/the assignee.
2. The transferee/assignee shall undertake and agree with the Government to perform and observe the same covenants, stipulations and conditions in all respects.
3. The transferee/assignee shall perform all the responsibilities and be liable for the dues of the licensee/the lessee from which the licence/ the lease has been transferred.
4. The transferee/assignee shall send all requisite papers and documents as required by the Director within 90 (ninety) days of signing the agreement.

IN WITNESS WHEREOF, the parties hereto have signed this agreement, signifying the acceptance of the terms and conditions thereof, as of the date first above written.

Director
Bureau of Mineral Development
And
The Leasing Authority.

Witness : (1)
 (2)

Lessee

Witness : (1)
 (2)

NINTH SCHEDULE
REGISTER OF EXPLORATION LICENCE
(rule 30)

Serial number	Name of the licensee	Present Address	Permanent Address	Date of grant of the licence	Period for which licence is granted
1	2	3	4	5	6
7	Mineral for which licence is granted	Location, place and boundaries of the area	Total granted area (hectare)	Annual fee payable (Taka)	Amount of security deposit (Taka)
	8	9	10	11	
	Particulars of disposal or refund of deposit (Taka)	Date of subsequent renewal	Assignee's particular, if any	Date of assignment or transfer	
	12	13	14	15	
	Date of surrender or determination or cancellation	Remarks			
	16	17			

TENTH SCHEDULE
REGISTER OF MINING LEASE
(rule 40)

Serial number	Name of the lessee	Present address	Permanent address	Date of the grant of the lease	Date of the grant of the lease	Period for which lease is granted
1	2	3	4	5	5	6
7	Mineral for which lease is granted	Location, place and boundaries of the area	Total granted area (hectare)	Annual fee payable (Taka)	Amount of security deposit (Taka)	
		8	9	10	11	
12	Particulars of disposal or refund of deposit	Date of subsequent renewal	Assignee's particular, if any	Date of assignment or transfer	Date of conversion of licence into lease	
		13	14	15	16	
	Date of surrender or determination or cancellation		Remarks			
	17					18

ELEVENTH SCHEDULE

RATE OF ROYALTY

(rule 44, 55^B)

Name of the minerals	Percentage of Pit's mouth value for		
	Underground mining	Open Pit mining	Quarry lease
1. Coal including Peat	5	6	6
2. Silica sand	3	5	5
3. Gold, Silver	10	12	15
4. Radio-active minerals	10	12	15
5. Seam gas	10
6. Copper, Zinc, Nickel, Lead Tin and Bismuth.	10	12	15
7. Ordinary stones (pebbles, boulders etc.)	..	6	6
8. Hard Rock	2.5	5	5
9. Iron	4	6	6
10. Limestone	4	5	8
11. Ordinary sand (including construction sand)	..	8	8
12. Mottled clay, shale or clay as ingredients for cement factory)	..	2.5	3
13. China clay (Fire clay or white clay)	5	7	7
14. Feldspar	10	12	15
15. All other minerals not specified above.	10	12	15

Note : The value at pit's mouth of a mineral shall be determined by the Director of Bureau of Mineral Development in consultation with the Geological Survey of Bangladesh based on the market value of the mineral.

TWELFTH SCHEDULE**LIST OF MINERALS FOR QUARRY LEASE****(rule 55^A)**

1. Ordinary sand;
2. Ordinary stone (pebbles, boulders etc.);
3. Hard rock (which can be produced without using any machines);
4. Silica sand (which can be produced without using any machines);
5. China Clay (which can be produced without using any machines);
6. Other minerals which shall be declared in the Official Gazette by the Government.

THIRTEENTH SCHEDULE
REGISTER OF QUARRY LEASE
(rule 55A)

Serial number	Name of the lease	Present address	Permanent address	Date of grant of the lease	Period for which lease is granted
1	2	3	4	5	6

Mineral for which lease is granted	Location, place and boundaries of the area	Total granted area (hectare)	Annual fee payable (Taka)	Amount of security deposit (Taka)
7	8	9	10	11

Particulars of disposal or refund of deposit (Taka)	Date of subsequent renewal	Date of surrender or determination or cancellation	Remarks
12	13	14	15

FOURTEENTH SCHEDULE

MAXIMUM QUANTITY OF MINERALS REMOVABLE
FOR TESTING PURPOSES WITHOUT PAYING
ANY ROYALTY

(rule 64)

Name of the Minerals or their ores	Quantity
1. Coal including Peat	100 Kilogram
2. Mica	5 Kilogram
3. Silica sand	50 Kilogram
4. Gold, Platinum, Silver	Zero Kilogram
5. Radio-active ore	5 Kilogram
6. Precious stones	Zero Kilogram
7. Seam gas	5 Cubic Metre
8. Copper, Zinc, Nickle, Lead, Tin, Bismuth Ore	10 Kilogram
9. Ordinary stones (pebbles, boulders etc).	500 Kilogram
10. Hard Rock	100 Kilogram
11. Iron, Manganese, Aluminium Ore	100 Kilogram
12. Limestone	100 Kilogram
13. Gypsum, Bauxite, Pyrites Ore	50 Kilogram
14. Ordinary sand (including construction sand)	100 Kilogram
15. China clay (Fire clay or White Clay)	100 Kilogram
16. Barite, Borax, Feldspar Ore	100 Kilogram
17. All other minerals not specified above.	To be determined by the Director in consultation with the Geological survey of Bangladesh.

রাষ্ট্রপতির আদেশক্রমে
মুহাম্মদ ফয়জুর রাস্তাক
সচিব।