

GOVERNMENT OF ANDHRA PRADESH

FORM - O

Form of prospecting Licence for Granite
(See Rule 12 (5)(e))

Latest Passport Size
Photo of the applicant
attested by a Gazetted
Officer be affixed

This indenture made the _____ day of _____ 20 ____ between the Governor of Andhra Pradesh (hereinafter called the "Government" which expression shall where the context so admits, include his successors in office and assigns) of the part, and _____ (hereinafter called the "Licence" which expression shall, where the context so admits, include his heirs, executors, administrators, representatives and assigns) of the other part.

Whereas the Licence has been granted Prospecting Licence by the Government of Andhra Pradesh on application of lands in the District, for the purpose of prospecting for Granite and as deposited with the Assistant Director of Mines & Geology of the sum of Rs as security for the due and faithful performances by the Licence of the covenants and conditions on the part of the Licence herein after contained And whereas the Government of Andhra Pradesh acting for and on behalf of the lands and premises herein after described and demised for the term and at the Prospecting Licence fee and subject also to the covenants and conditions herein after now this indenture witnesses follows:-

The Government hereby demises to the licence all those several pieces or parcels of land situated in the village of in the sub -registration district of and registration district of Andhra Pradesh being more particularly described in the schedule hereunder written and delineated in the map or plan hereunto annexed and therein coloured.

2. These are included in the said demise and for the purposes thereof following liberties:-

- i) To get from the said demised pieces of land .
 - ii) For the purpose aforesaid to use any water in or under the said demised pieces of land and to divert the same and to make or construct any water courses or ponds so however that nothing shall be done in the exercise of this authority which shall interfere with the rights of any adjoining owners or the tenants of the Government, in respect of such water.
3. These are expected and reserves to the Government out of this demise .
- i) Liberty for the Government or other persons authorized by them to search for work, get and carry away the expected minerals and other substances and for such purposes to have the right of ingress, egress over the said demised pieces of land and to make erect and use all pits, machinery, buildings, roads and other necessary works and conveniences provided that the rights hereby reserved shall be exercised in such a way as to cause as little obstruction as possible to the licence in the use and enjoyment of its rights hereunder and that reasonable compensation for damages caused by any such obstructions shall be paid to the licence the amount thereof -

Government all such information and returns regarding all or any of the matters aforesaid as the Government shall from time to time require and direct

- (viii) That if the course of the Prospecting any mineral not specified in the licence is discovered the Licence or registered holder shall at once report such discovery to the Assistant Director of Mines & Geology concerned who shall obtain orders of the Director regarding the Prospecting of the same.
- (ix) That the Government agents ,servants and workman shall be at liberty at all reasonable times during the said term ,to inspect and examine the works carried on by the Licencee under the liberties herein before granted and the Licencee shall and will ,from time to time and at all times during the said term hereby granted confirm to all orders and regulations which the Government or an authorized agent as a result of such inspection may from time to time see fit to impose to keep the lands in good and substantial repair ,order and condition or in the interest of public health and safety.
- (x) The Licence shall without delay sent to the Assistant Director of Mines and Geology a report of any accident involving the death of the injury to any person which may occur in or about the Prospecting Licence area and shall observe all rules for the time being in force regulating the working of the Prospecting Licence.
- (xi) That the Licence shall not without the express sanction in writing of the said Assistant Director of Mines & Geology cut down or injure any timber or trees on the said lands but he may clear away brushwood or undergrowth which interferes with any operations authorised by these presents on payment of due compensation for cutting or injuries tree growth in the said lands to the departments concerned.
- (xii) That whatever necessary , pay to the person concerned ,compensation for any loss or damage which may be caused by the Licence to the surface of the demised pieces of land or to anything growing or situated therein in exercise of the rights granted and shall not commence operations until such compensations has been paid . The Licence shall further always keep the Government indemnified against any claim by any person for any loss or injury caused to him or to his property by the Licence. The Deputy Director shall be the competent authority to assess and fix any compensation payable by the Licence for any loss or injury done to him or to his property.
- (xiii) That if required by the Assistant Director of Mines & Geology,erect and maintain at his own expence ,boundary pillaras of substantial material standing not less than three feet above the surface of the ground at each corner or angle in the line of boundary of the area granted to him and at intervals of not more than three meters along the boundary ,as delineated in the plan attached to the Licence deed.
- (xiv) If any mineral ,not specified in the Licence deed or agreement is discovered the Licence or the registered holder shall at once report such discovery to the Assistant Director of Mines & Geology/Government for Prospecting of the same
- (xv) The Licence or the registered holder shall strengthen and support to the satisfaction of any Railway Administration concerned or the State Government as the case may be,any part of the Prospecting Licence area which in the opinion of the Railway Administration or as the case may be ,the State Government requires such strengthening or support for the safety of any railway , reservoir,canal ,road or any other public works or structure.
- (xvi) That this Licence may be terminated in respect of the whole or any part of the permises by six months of notice in writing on either side.

- (xvii) That this Licence may be terminated in respect of the whole or any part of the premises by six months notice in writing on either side.
- (xviii) That the Prospecting fee payable under these presents shall be recoverable under the provisions of the Revenue Recovery Act, 1864 thereof.
- (xix) That the determination of the tenancy to deliver up the demised land in such condition as shall be in accordance with the provisions of these presents save that the Licence shall if so required by the Government, restore in the manner provided by the foregoing covenant in that behalf the surface or any part of the land which has been occupied by the Licence for the purpose of the works hereby authorised and has not been so restored.
- (xx) The Licencee shall comply with provisions of the Granite Conservation and Development Rules 1999.
9. The Government is hereby covenants with the Licencee that on the Licencee paying the Prospecting fee hereby reserved and that on observing and performing the several covenants and stipulations herein, the Licencee shall Peaceably hold and enjoy the demised pieces of land and the liberties and powers hereby demised and granted during the said term without any interruption by the Government or any person rightfully claiming under in trust for him.
- 9(A). Government reserves the right.
- (i) To cancel the Prospecting Licence granted and executed under these rules after giving a previous notice.
- (ii) To prohibit Prospecting operations in part or the whole of the area under Licencee with recorded reasons.
10. It is hereby expressly agreed as follows:-
- 10(i). If any part of the Prospecting Fee hereby reserved shall be unpaid for 30 days for becoming payable (whether formally demanded or not) or if the Licencee while the demised pieces of land or any part thereof remain vested in him shall become insolvent or if any covenants on the Licencee's part herein contained shall not be performed or observed them and in any of the said case it shall be lawful for the Government at any time thereafter to declare the whole or any part of the said security deposit of Rs.....to be forfeited and also to reenter upon the demised pieces of land or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of actions of the Government in respect of any breach or non observance of the Licencee covenants herein contained.
- (ii) At the expiry of the determination of the Licence, the Licencee shall be at Liberty to remove and carry all Engines, Machinery, articles and other things whatsoever (not being building or bricks or stones) within one month or extended period granted by the Government after paying Prospecting fee and other sums which may be due and performing and observing the covenants on his part herein before reserved and contained and also making good any damages done by such removal but not building which shall be erected on the said demised piece of land by the Licencee and left there on at the determination of the Licence and shall be the absolute the Property of the Government who shall not pay any price for the same.

- (iii) If the Licence shall have paid the Prospecting Fee and duly observed and performed the covenants and conditions on his part herein contained the said deposit ofshall be returned to him at the expiration of the said term of.....years.
- (iv) If any question of difference or dispute shall arise between the parties hereto or any persons claiming under them respectively concerning the Prospecting Fee hereby reserved or touching the construction of any clause herein contained or the rights, duties or liabilities of the parties hereunder or in any other way touching or arising out of these presents the same shall be referred to the Director of Mines and Geology whose decision thereon shall be final and binding on the parties thereto.

In witness whereof.....Assistant Director of Mines and Geology of
acting for and on behalf of and by order and direction of the Government of Andhra Pradesh the Licencee have hereunto set their hands the day and year first above written.

THE SCHEDULE

Name of Mandal and	Name of Village	Survey field Nos.	Extent	Assessment	Boundaries North, South, West and East
1	2	3	4	5	6

Signed and delivered by the above named in the presence of.....