

## TRANSFER OF LEASE BY WAY OF ASSIGNMENT

Deed for transfer of mining Lease for the Mineral Soapstone over an area of ..... Hectares, near Village ..... Teh ..... Dist. .... (Rajasthan) granted to M/s..... which was executed on Date ..... and registered on .....

The Indenture this ..... day of ..... between M/s ..... ( hereinafter referred to as the “transferor” which expression where the context so admits be deemed to include all the said partner, their ..... respective heirs, executors, legal representatives and permitted assigns) of the 1st part.

AND, M/s .....(hereinafter referred as “transferee” which expression shall where the context so admits be deemed to include his heirs, executos, administrators, representatives and permitted assigns.) of the 2nd part.

AND the governor of Rajasthan ( Hereinafter referred to as the State Government which expression shall where the, context so admits be deemed to include the successor and assigns ) of the third part.

whereas by virtue of an indenture of lease dated ..... and registred on ..... in the office of the Sub Registrar ..... Dist. .... (Raj.) ( here in after referred to as Lease) the original where of is attached hereto, entered into between the State Government ( therein called the lessor) and the transferor ( therein called the lassee), the transferor is entitled to search for win and work the Mines & Minerals in respect of soapstone ( name of Minerals) in the lands described in the schedule thereto for terms & subject to the payment of the rents and royalties and performance and observance of the lessee’s covenant and conditions in the said deed of lease reserved and contained including a covenant not to assign the lease or any interest there under without the previous sanction of the State Government.

AND whereas M/s ..... is desirous of transferring and assigning the lease to the transferee and the State Government has, at the request of transferor M/s ..... granted permission to the transferor vide Government order No. .... dated ..... to such a transfer and assignment ..... of the lease upon the condition of the transferee entering in to an agreement is and containing the terms and condition incorporated in the lease deed and terms and conditions here in after set forth.

Now this deed witness as follows :-

1. In consideration of Rs. .... paid by the transferee to the transferor, the receipt of which the transferor hereby acknowledge, the transferor hereby conveys, assigns and transfer into the transferee all the rights and obligation under the said herein before recited lease and to held the same into the transferee w.e.f. the date of registration of this deed for un-expired period of the said lease.
2. The transferee hereby convenants with the State Government that from and after the transfer and assignment of the lease the transferee shall be bound by, and be liable to perform, observe and confirm and be subject to all provisions of all the covenants stipulations and conditions contained in said here in before recited lease in the same manner in all respects as if the lease has been granted to the transferee as the lease there under and he had originally executed it is such.
3. It is further hereby agreed and declared by the transferor of the one part and the transferee of the other part that :-
  - I. The transferor and transferee declare that they have ensured that the mineral rights over the area for which the mining lease is being transferred vest in the State Government.
  - II. The transferor hereby declares that they have not assigned subject, mortgaged or in any other manner transferred the mining lease now being transferred and that

no other person has any right, title or interest where under in the presented mining lease being transferred.

- III. The transferor further declares that he has not entered into made any agreements, contract or understanding whereby they have been or are being directly or indirectly financed to a substantial extent by or under which the transferors' s operation or understandings were are being substantially controlled by any person or body of person other than the transferor.
- IV. The transferor further declare that they have furnished and affidavit, along with there application for transfer of the present mining lease specifying therein the amount that they have already taken as consideration from the transferee.
- V. The transferee further declares that he is financially capable of and will directly undertake mining operations.
- VI. The transferee further declares that they have filed affidavit stating that they have filed up to date income tax returns, paid the income tax returns, paid the income tax assessed on him and paid the income tax on the basis of self assessment as provided in the Income tax Act, 1961.
- VII. The transferor have supplied to the transferee the original / or certified copies of all plans of abandoned working in the area and in belt ..... meters vide surrounding it.
- VIII. The transferee hereby further declares that as a consequence of this transfer, the total areas while held by him under mineral concessions are not in contravention of section 6 or the mines & minerals ( Rajasthan and Development) Act, 1975.
- IX. Transferor has paid all the rent, royalties and other dues towards government till this date, in respect of this lease.
- X. The transferee has deposited the security of Mining lease Rs. ..../- in the from of N.S.C. No. .... dated ..... each for Rs. .... duly pledged infavour of the Mining Engineer, .....

- XI. The transferor ensures that the transferee to whom the lease is being transferred agree to prepare and submit in the Mines Department within 6 month, a mining plan and programme of extraction duly approved by an authority appointed by the by the Central Government (IBM) and also agree to undertake the Mining operation in accordance with the approved mining plan, to pay mining minimum wage prescribed by the Govt. to comply with the provisions of the Mines Act, 1952, to take measures for the protection of environment like planting of trees, reclamation of land use, of pollution control devices and such other measure as may be prescribed by the Govt. from time to time at his own expense and to pay compensation to the occupier of the land on the date and in the manner laid down in the rules.
- XII. The transferee hereby undertake to get prepared and approved a mining plan and programme of extration duly approved by an authority appointed by the Central Government and also agree to undertake the mining plain. Such plan should be submitted with in six months of the registration of this agreement.
- XIII. The transferee undertaken to pay wage not less than the minimum wage prescribed by the Central Government or State Govt. from time to time.
- XIV. The transferee undertake to comply with the provision of the Mines Act, 1952.
- XV. The transferee further undertake to take measures for the protection of environment like planting of tree reclamation of laid use pollution control devices and such other measures as may be prescribed by the Central/ State Government from time to time at his own expense.
- XVI. The transferee also undertake to pay compensation to the occupier of the land on the date and in the manner laid down in the rules.

IN Witness whereof the parties here to have signed on the date and year first above written.

Transferor

Transferee

Party of the IInd part.

On behalf of the Government of Rajasthan

Party of 1<sup>st</sup> part

Party No. 3

Witness No. 1

Signature

Name & Address

Witness No. 2

Signature

Name & Address

Signature of the Transferor, transferee and the witness attested.