

Handwritten signature/initials

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

ORIGINAL APPLICATION NO. 106/2024/EZ

Jafar Iquebal

..... Applicant

- Versus-

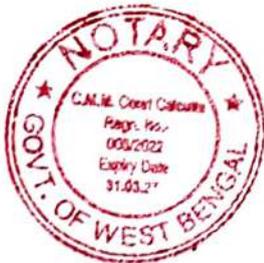
The West Bengal Pollution Control Board &
Ors.

...Respondents

**AFFIDAVIT ON BEHALF OF THE RESPONDENT NO. 3, DISTRICT
MAGISTRATE, BANKURA.**

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Filed by:
Handwritten signature of Rajib Ray

Mr. Rajib Ray,
Advocate,
Bar Association Room No. 13,
High Court, Calcutta
Mob-9830132729/7980422764
Email: rajib.ray23@gmail.com

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO. 106/2024/EZ**

Jafar Iquebal

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The West Bengal Pollution Control Board &
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**AFFIDAVIT ON BEHALF OF THE RESPONDENT NO. 3, DISTRICT
MAGISTRATE, BANKURA.**

I, Vivek Dattatraya Bhasme, son of Dattatraya Rambhau Bhasme, aged about 35 years, by faith-Hindu, by occupation- service, now posted as Additional District Magistrate (LR) and District Land and Land Reforms Officer, Bankura, in the office of District Magistrate, Bankura, Police Station- Bankura, District- Bankura, PIN-722101, do hereby solemnly affirm and say as follows:

1. That, I am the Additional District Magistrate (LR), Bankura and has been duly authorized by the respondent no. 3 i.e. District Magistrate, Bankura to affirm this affidavit on his behalf. I have made myself acquainted with the facts and circumstances of this case and competent to affirm this affidavit.

2. That this affidavit is being affirmed in pursuant to the solemn order dated 29.05.2024 passed by the Hon'ble Tribunal, whereby the Hon'ble Tribunal was pleased to direct all the respondents to file counter affidavit within four weeks and further constituted a Committee comprising of the following members and the committee has been directed to visit the site in question and submit its report on affidavit within four weeks with regard to the allegations made in the Original Application:-

Senior Scientist, West Bengal Pollution Control Board,

Senior Scientist, SEIAA, West Bengal; and



(iii) District Magistrate, Bankura, or is representative not below the rank of Additional District Magistrate,

3. That pursuant to the order of the Hon'ble NGT, the Committee comprising of the following members was constituted as per nominations received from the participating departments/ offices:

- i) District Land and Land Reforms Officer, Bankura,
- ii) Environmental Engineer & In-charge, Durgapur Regional Office, West Bengal Pollution Control Board,
- iii) Environment Officer, Environment Department.

4. That in compliance with the said Order dated 29.05.2024, a spot enquiry/inspection of the area in question has been done on 24.06.2024 by the (i) Vivek Dattatraya Bhasme, IAS, District Land and Land Reforms Officer, Bankura, (ii) Arup Kumar Dey, EE & In-charge, Durgapur Regional Office WBPCB, and (iii) Dr. Rajarshi Chakraborty, Environment Officer, Environment Department.

5. That the said Committee after physical verification of the area in question as per the direction of the Hon'ble Tribunal duly submitted its report on 25.06.2024.

Photocopy of the said report is annexed herewith and marked with Annexure - "A".

6. It is therefore respectfully prayed that Hon'ble Tribunal may pass such other order or orders as it deem fit and proper in the interest of justice.

7. That the statements made in paragraph 1 to 5 are based on information derived from the record which are usually kept and maintained by the answering respondent in the ordinary course of business and which I believe to be true and rest thereof are my humble submission before this Hon'ble Tribunal.

Prepared in my office

Advocate

Deponent



N. DASGUPTA
Notary
Regn. No. 006/2022
3 Bankshal Street
Calcutta-700001

SOLEMNLY AFFIRMED
&
Declared Before me
on Identification Adv
NOTARY
N. DAS GUPTA
C.M.M. Court
Govt. W.B

04 JUL 2024

**Report of the Committee Constituted by Hon'ble National Green Tribunal (Eastern Zone Bench),
Kolkata by the order passed on 29.05.2024 in connection to OA No 106/2024/EZ**

Name & Address of the unit:	Sand mining site at plot no 367, Mouza- Palshora, JL No 140, PS- Sonamukhi, District- Bankura over an area of 11.10 acres on the river bed of Damodar.
Name of the committee members	<ol style="list-style-type: none"> 1. Dr. Vivek Dattatraya Bhasme, IAS, District Land and Land Reforms Officer, Bankura. 2. Mr Arup Kumar Dey, Environmental Engineer & In- Charge, Durgapur Regional Office, West Bengal Pollution Board 3. Dr. Rajarshi Chakraborty, Environment Officer, Environment Department <p>Copies of nomination letter are attached as Annexure-1, Annexure-2 and Annexure-3</p>
Date of site visit:	24/06/2024
Time of Visit:	01:30 pm-04:00 pm
Person met during inspection:	None from Project Proponent/ Lessee side was present at the project site at the time of the field inspection.
Nature of the area	River bank
Reference of inspection	Order passed by Hon'ble National Green tribunal(Eastern Zone Bench) on 29.05.2024 in connection to OA No 106/2024/EZ

About the Unit:

- Letter of Intent was issued to Mr Anil Kumar by the office of the District Magistrate , Bankura on 21/12/2016 (**Annexure-4**).
- Mr Anil Kumar has been granted Environmental Clearance (EC) by the District Environment Impact Assessment Authority (DEIAA) on 08/03/2017 (**Annexure 5**).
- Lease agreement between Mr Anil Kumar and District Magistrate, Bankura was executed on 09/12/2020 and registered on 16/12/2020. Copy of the lease deed is attached as (**Annexure 6**).
- The geographical boundary points of the project site (as per EC granted) are as follows-

SI No	Boundary Point	Lattitude -	Longitude
1	A	23°19'29.18"N	87°31'22.95"E
2	B	23°19'27.69"N	87°31'27.02"E
3	C	23°19'17.09"N	87°31'20.21"E
4	D	23°19'19.10"N	87°31'16.53"E

[Signature]
25/05/24

[Signature]
25/6/2024

[Signature]
25.6.24

Observation:

1. During field visit, no boundary pillars demarcating the lease area was found.
2. There was no mining activity at the time of the visit at the project site or in the vicinity of the project site (Figure 1).
3. No machinery for extraction of sand was found at the project site at the time of the visit.
4. No CCTV was found to be installed in the sand mining area.
5. No Display Board mentioning the name of the sand block, lease area and the lease holder's name was found visible at the site.
6. The total quantity of sand which could be extracted as per the Environmental Clearance from DEIAA is 1,13,100 cum/year or 39,94,127 cft/year. The total permission for extraction of sand issued by the office of DL&LRO is as follows –

SI No	Period	Extracted quantity of sand (cft)
1	25/12/2020 to 24/12/2021	50,000
2	25/12/2021 to 24/12/2022	21,35,000
3	25/12/2022 to 24/12/2023	22,00,000
4	25/12/2023 to 24/06/2024	32,00,000

The active permit details obtained from the portal of the WBMDTCL is attached as Annexure-7.

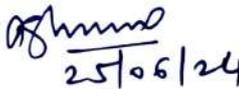
7. Traces of mining outside the leasehold area in the form of excavation were found but it could not be ascertained who did it as no one was present at the site.

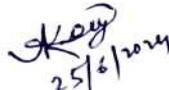
Remarks:

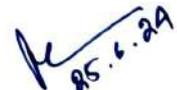
1. The Ministry vide OM F. No. IA3-22/11/2023-IA.III (E-208230) dated 28.04.2023, in compliance of order dated 07.12.2022 passed by Hon'ble NGT (Principal Bench) in OA 142 of 2022 had provided a window period of one year for reappraisal of all Environmental Clearances (ECs) issued by DEIAAs from 15.01.2016 to 13.09.2018 by SEAC/SEIAA and grant of fresh ECs by SEIAAs. Subsequently, the Ministry vide OM dated 15.03.24 extended the time period for reappraisal of ECs by DEIAAs by further period of 6 months till 27.10.2024.

In view of the above, the Project Proponent/ Lessee is required to obtain fresh EC from SEIAA within 27.10.2024 and subsequently Consent from WBPCB.

2. Absence of boundary pillar may create difficulty for the Project Proponent/ Lessee as well as monitoring agencies to keep mining activity restricted to lease hold area. Therefore, the Project Proponent/ Lessee may be instructed to erect boundary pillars immediately and coordinates of the boundary pillars are to be certified by land department. The Project Proponent/ Lessee should restrict extraction of sand within the lease hold area as bounded by the certified boundary pillars.


25/06/24
(Dr. Vivek Dattatraya Bhasme)
District Land and Land Reforms
Officer, Bankura


25/6/2024
(Arup Kumar Dey)
Environmental Engineer & In-
Charge, Durgapur Regional Office,
WBPCB


25.6.24
(Dr. Rajarshi Chakraborty)
Environment Officer,
Environment Department

Photographs from the field visit

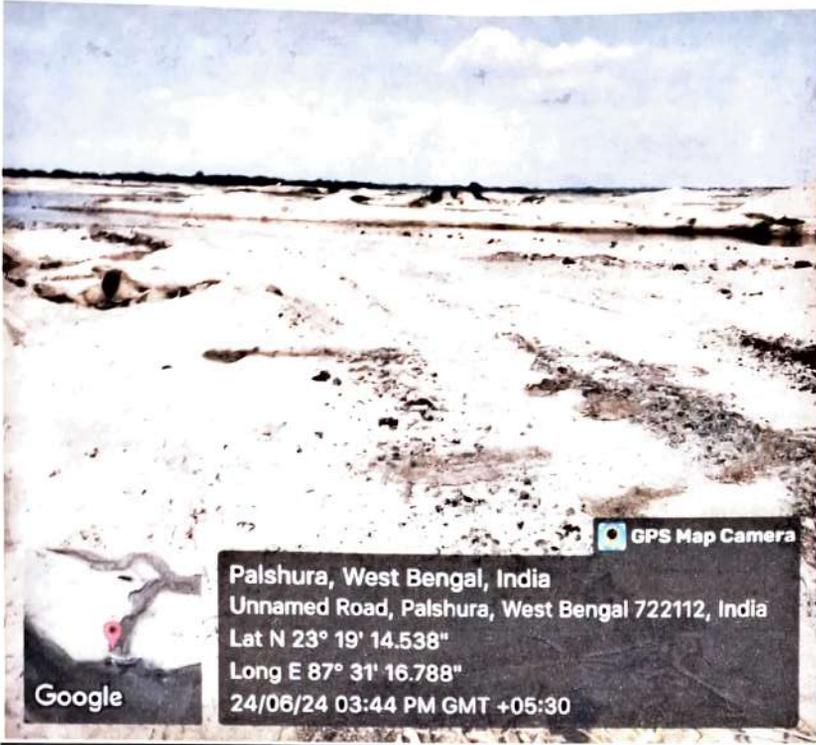


Figure 1: View of the project site

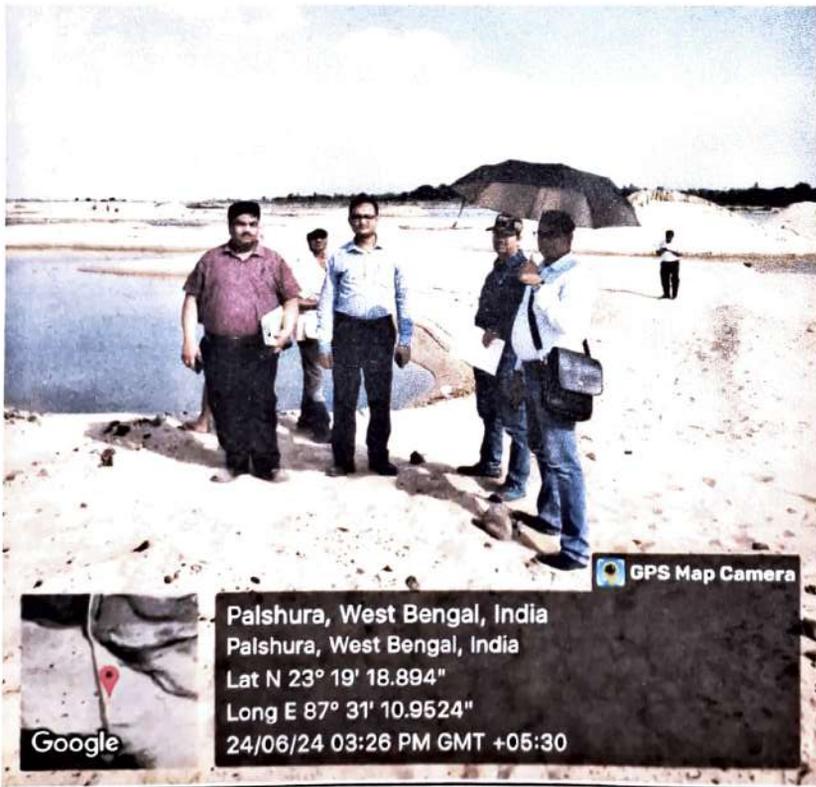


Figure 2: Inspection team at the project site.

Key
25/6/2024

25.6.24



Govt. of West Bengal

OFFICE OF THE DISTRICT MAGISTRATE & COLLECTOR

Bankura
(Email: dm-bank@nic.in)

Memo No. : 351

Dated : 14/06/2024

ORDER

In compliance with the order of Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata dated 29.05.2024 in the matter of Jafar Iquebal -vs- The West Bengal Pollution Control Board & Others vide OA No. 106/2024/EZ, the Additional District Magistrate (LR), Bankura will represent the undersigned in the three-men committee constituted for conducting enquiry and filing of report in the form of affidavit.


District Magistrate
Bankura District Magistrate
Bankura

Dated : 14/06/2024

Memo No. : 351(3)

Copy forwarded for information and taking necessary action to :

1. The Member-Secretary, West Bengal Pollution Control Board
2. The Additional District Magistrate (LR), Bankura
3. Sri Rajarshi Chakraborty, Environment Engineer, SEIAA, West Bengal


District Magistrate
Bankura District Magistrate
Bankura

Dr. Rajesh Kumar, IPS
Member Secretary



West Bengal Pollution Control Board
(Department of Environment,
Government of West Bengal)
Paribesh Bhawan, Bldg. 10A, Block LA
Sector III, Salt Lake, Kolkata 700 106

Tel: 2335-8213
Fax: 2335 2813/6730
Email: ms.wbpcb-
wb@bangla.gov.in,
Website: www.wbpcb.gov.in

Memo No. 217

File No. 3L/WPB-E(V)24

Dated: 18/06/2024

To

i) The District Magistrate, Bankura

Sub: Compliance of direction dated 29.05.2024 of Hon'ble NGT passed in connection with Original Application No. 106/2024.

Enclosed please find the copy of the order of Hon'ble National Green Tribunal, Eastern Zone Bench dated 29.05.2024 passed in connection with Original Application No. 106/2024 (Jafar Iquebal Vs The West Bengal Pollution Control Board & Ors.), which speaks for itself.

The Hon'ble National Green Tribunal, Principal Bench was pleased to constitute a Committee, comprising of the following Members:-

- i) Senior Scientist, West Bengal State Pollution Control Board;
- ii) Senior Scientist, State Environment Impact Assessment Authority (SEIAA);
- iii) District Magistrate, Bankura or his representative not below the rank of Additional District Magistrate.

The District Magistrate, Bankura shall be the Nodal Office for all logistic purposes and for filling report of the Committee.

The Committee has been directed to carry out inspection of the various sites with reference to the allegations made by the applicant in the Original Application.

Shri Arup Kumar Dey, Environmental Engineer & In-charge, Durgapur Regional Office (M- 9432491943, Email: ee2.wbpcb-wb@bangla.gov.in) of the West Bengal Pollution Control Board will represent the State Pollution Control Board, West Bengal in this matter and will provide logistic support to you. He will act as a Nodal Officer.

It is hereby requested to send nomination to the nodal officer at the earliest to enable this authority to submit compliance report before the Hon'ble National Green Tribunal

Encl: As stated

[Signature]
18/6/2024

Member Secretary
West Bengal Pollution Control Board

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Annexure - 3

ENV-15017/19/2024-SRLO(ENV)-Dept. of ENV

I/522041/2024



Government of West Bengal
Department of Environment

Prani Sampad Bhawan, 5th Floor, LB-2, Sect-III, Saltlake, Kolkata-700 106.

To

Date: 07/ 06 /2024

The District Magistrate, Bankura

Sub: In the matter of Original Application No-106/2024/EZ [Jafar Iquebal -Vs- West Bengal Pollution Control Board & Ors]

Sir,

This is to bring to your notice that the above- mentioned subject matter has been filed before the Hon'ble National Green Tribunal, Eastern Bench, Kolkata regarding illegal and unlawful use of sand mining at Nafardanga Madanmohan, P.O & P.S – Sonamukhi, District- Bankura. Hon'ble NGT vide Order dated 29.05.2024, has constituted a Committee comprising the following officials:

- i. Senior Scientist , West Bengal Pollution Control Board,
- ii. Senior Scientist , SEIAA, West Bengal
- iii. District Magistrate, Bankura or his representative not below the rank of Additional District Magistrate.

The Committee shall visit the site in question and submit its Inspection Report with regard to the allegations made in the Original Application within four weeks. The District Magistrate, Bankura shall act as the Nodal office for filing the Inspection Report of the Committee and for all logistics purposes. (Copy of the Order enclosed).

Shri Rajarshi Chakraborty, Environment Officer, (Mobile No. 9903254820), Email: (rajarshichakra@gmail.com) from SEIAA, West Bengal shall represent the Committee.

Yours Sincerely

Encl: As stated above

Signed by Dhamdeo Rai

Date: 07-06-2024 13:28:57

West Bengal

Copy forwarded for information & necessary action to:

1. Member Secretary, West Bengal Pollution Control Board.
2. P.S to the Additional Chief Secretary, Department of Environment, Govt. of West Bengal
3. Shri. Rajarshi Chakraborty, Environment Officer, Environment Department, Govt. of West Bengal

MS, SEIAA
West Bengal

Letter of Intent (LoI) for grant of mining lease of river bed occurrences

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Government of West Bengal
Office of the District Magistrate & Collector
Bankura

Memo No. 6790

Date: 21/12/2016

To
Anil Kumar
S/o- Rajeshwar Singh,
Vill- Jivrakhan Tola,
P.O.- Byapur, P.S.- Maner,
District- Patna (Bihar).
PIN- 801 503.

Sub:- Letter of Intent with reference to e-auction conducted on and from 07/11/2016 to 09/11/2016 for grant of mining lease for sand in sand block 0120DM020 (Name of the Sand block) located in plot No. 367 in Mouza Palshora, J.L.No. 140, P.S. Sonamukhi, District Bankura over an area of 11.10 acres in the riverbed of Damodar.

Background

1. The District Committee for Competitive Bidding of Minor Minerals, (henceforth the District Committee) Bankura, pursuant to rules 38 and 41 of the west Bengal Minor Minerals Concession Rules, 2016 and the West Bengal Minor Minerals (Auction) Rules, 2016 (hereinafter auction rules) issued notice inviting e-auction dated 24/10/2016 to commence the e-auction process for grant of mining lease for sand in respect of sand block 0120DM020 (Name of the Sand block) located in plot No. 367 in Mouza Palshora, J.L.No. 140, P.S. Sonamukhi, The e-auction process was conducted in accordance with the said Rules and also the tender document for the said sand block which was duly published in Government's e-procurement portal as per extant rules and Sri Anil Kumar has been declared as successful bidder under Rule 9 (8) of the said Auction Rules.
2. As required under Rule 10(1) of the said Auction Rules, Sri Anil Kumar has made payment of the first instalment / ~~full amount~~ of the Bid Amount, being one-third / ~~whole amount~~ of the bid amount, amounting to Rs. 2,07,400/- (Rupees Two Lakh Seven Thousand Four Hundred only) through Cheque/ Draft (mode of payment) on 07/12/2016 (date of payment) which has duly been received on 13/12/2016 (date of receipt of payment).

Letter of Intent

Accordingly, pursuant to Rule 10 (3) of the said auction Rules, this letter of intent is hereby issued for grant of mining lease for sand in respect of sand block 0120DM020 (Name of the Sand block) located in plot No. 367 in Mouza Palshora, J.L.No. 140, P.S. Sonamukhi, District Bankura over an area of 11.10 acres in favour of Sri Anil Kumar for a period of 05 (Five) years subject to the following terms and conditions:

Terms and Conditions

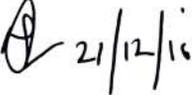
1. This letter of intent and subsequent grant of aforementioned mining lease shall be subject to the provisions of the MMDR Act, 1957, West Bengal Minor Minerals Concession Rules, 2016 and West Bengal Minor Minerals (Auction) Rules, 2016 as amended from time to time and Sri Anil Kumar shall be granted the mining lease only upon satisfactory completion of the requirements stipulated in the said Rules.
2. As per rule 10(2) of the said rule, the rest of the bid amount shall be deposited in two equal instalments within 45 (Forty five) days from the date of issuance of the Award of Contract (A.O.C).
3. Sri Anil Kumar shall furnish a Mining Plan along with Mine Closure Plan as per model format issued by the Commerce and Industries Department under letter No. 420-CI/O/MIN/GEN-MIS/16/2016(PT.) dated 28/07/2016, duly approved by the competent authority within two months from the date of issue of the Letter of Intent (LoI).
4. The successful bidder shall furnish performance security, being 10% of the bid amount in the form of bank guarantee before execution of the deed of lease as per Rule 11 of the West Bengal Minor Mineral (Auction) Rules, 2016.
5. For the purpose of mining operation in any area, financial assurance shall be furnished by every leaseholder. The amount of financial assurance shall be rupees 15 thousand per hectare of the mining lease area put to use for mining and allied activities or rupees fifty (50) thousand, whichever is higher, in any of the forms as referred to in Rule 18 of the West Bengal Minor Minerals Concession Rules, 2016. The successful bidder shall furnish Financial Assurance amounting to Rs. 68,000/- (Rupees Sixty Eight Thousand

only) in any of the forms mentioned under Rule 18(2) of the West Bengal Minor Minerals Concession Rules, 2016 before execution of the deed of lease.

6. The successful bidder shall submit Environmental Clearance (E.C.) in respect of the above mentioned sand block duly issued by District Level Environment Impact Assessment Authority (DEIAA) or State Level Environment Impact Assessment Authority (SEIAA) or Ministry of Environment, Forests & Climate Change (MoEF & CC) the case may be as per Environment Impact Assessment Notification 2006, as amended.
7. The successful bidder shall also obtain all other consents, approval, no-objections and the like as required under applicable laws for execution of deed of lease.
8. The successful bidder shall be bound to follow the guidelines stipulated in the Sustainable Sand Mining Management Guidelines, 2016 issued by the Ministry of Environment, Forest and Climate Change, Government of India for undertaking mining operation in the concerned sand block after registration of the duly executed mining lease.
9. The successful bidder have to deposit a sum Rs. 5000.00 (Rs. Five thousand) only on account of preliminary expenses for mining lease under head "0853-Non-ferrous and Metallurgical Industries-00-102-Mineral Concession Fees, Rent and Royalties-001-Mineral Concession Fees -16-Other Fees" and such further sum on this account as may later on be asked for by Government within one month from the date of demand the deposit.
10. The draft mining lease deed shall be in the Model Form prescribed in W.B Minor Minerals Concession Rules, 2016 subject to incorporation therein of the clause as at 3(a) & 3(b) of Part -VII in deed of mining lease to be executed.
11. The deed of lease, after execution, shall be registered by you, at your own costs and no Mining Operation in the area should be started before registration of lease deeds.
12. The draft mining lease deed should be prepared in durable papers neatly. In preparing the draft Mining Lease, care should be taken to leave sufficient space in between two lines in order to permit if necessary corrections therein. The draft Mining Lease deed should also be compared very carefully before submission thereof to the Government.
13. This order is also subject to the following conditions to be fulfilled at the time of submission of draft Mining Lease deed.

- a) The successful bidder has to submit valid and up-to-date I.T.R. and S.T.C. certificates, duly authenticated.
- b) The successful bidder has to submit Royalty Clearance Certificate, in original (if the successful bidder was a lessee on previous occasion).
14. No machineries like pay loader etc. shall be used for extraction of sand from the river bed. Any contravention of this condition may be allowed subject to prior permission of the District Authority on case to case basis.
15. Save and except the terms and conditions as incorporated in the Grant Order, other terms and conditions as specified in the West Bengal Minor Minerals Concession Rules, 2016 and those which will be made by the state Government.

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This Letter of Intent (LoI) shall remain valid for a period of two months from the date of its issuance and if the successful bidder is unable to fulfil all the above conditions within this period he may submit an application addressed to the District Magistrate for extension of time. Such application may be submitted to this end for due processing. The District Magistrate being the Chairperson of the District Committee, reserves the right to extend the validity of Letter of Intent (LoI) for such reasonable period as it deemed fit.

 21/12/16

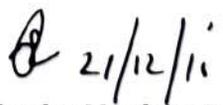
**District Magistrate
Bankura**

Memo No: 6790/1(2)

Date: 21/12/2016

Copy to:

- 1) The Joint Secretary, C & I Department for kind information.
- 2) The Chief Mining Officer, Asansole for information.

 21/12/16

**District Magistrate
Bankura**

DISTRICT LEVEL ENVIRONMENT IMPACT ASSESSMENT AUTHORITY,
BANKURA DISTRICT

Date : 08.03.2017

No. 86 / 387 / 2017 / DLEIAA

Shri Anil Kumar residence of Jivrakhan Tola, P.O- Byapur, P.S- Maner, Dist- Patna (Bihar).

Subject **ENVIRONMENTAL CLEARANCE FOR THE PROPOSED SAND MINING**

Sir,

This has a reference to your application in Form 1M, alongwith prefeasibility Report and Approved mining Plan, dated 08.03.2017 and subsequent communications for environmental clearance for the proposed mine by Shri Anil Kumar at Plot No. 367, J.L. No. 140 at Village PALSHORA, P.S. SONAMUKHI, District BANKURA, West Bengal.

The proposal has been examined and processed in accordance with the EIA Notification SO 141(E) dated 15th January, 2016. It is noted that the proposed proposal is for mining of SAND having area of 11.10 Acres /4.49 ha with a production capacity of 113100m³/annum at Plot No. 367, J.L. No. 140 at Village FALSHORA, P.S. SONAMUKHI, District BANKURA, West Bengal, proposed by Shri Anil Kumar.

The Co-ordinates of the lease area are bounded by 23°19'29.18"N 87°31'22.95"E; 23°19'27.59"N 87°31'27.02"E; 23°19'17.09"N 87°31'20.21"E and 23°19'19.10"N 87°31'16.53"E District Level Environment Impact Assessment Authority (DEIAA), Bankura District, examined the proposal noted above and also perused recommendations of the District Committee. After due consideration of the project proposal and the recommendations of the District Level Expert Appraisal Committee (DEAC), and the District Level Environment Impact Assessment Authority accords Environmental Clearance to the project as per provisions of the EIA notification no. S.O.141(E) dated 15/01/2016 of the Ministry of Environment, Forests & Climate Change, GOI, subject to strict compliance of terms and conditions as mentioned below:

1. The Project Proponent should have valid lease and all the permits.
2. The directions given by the Hon'ble Supreme Court of India vide order dated 27.02.2012 in Deepak Kumar case (SLP Nos. 19628-19629 of 2009) and order dated 05.08.2013 of the Hon'ble National Green Tribunal in application No. 171/2013 may be strictly followed.
3. All the provisions made and restrictions imposed as covered in the M or Mineral Rule, shall be complied with particularly regarding Environment Management Practices and its fund management and Payment of compensation to the land owners.
4. The depth of mining in Riverbed shall not exceed 3 meter or water level whichever is less.
5. No River sand mining be allowed in rainy season.
6. To submit annual replenishment report certified by an authorized agency. In case the replenishment is lower than the approved rate of production, then the mining activity /production levels shall be

Type Copy

DISTRICT LEVEL ENVIRONMENT IMPACT ASSESSMENT AUTHORITY,
BANKURA DISTRICT

No. **86/387/SC/DLFIAA**

Date: 08.03.2017

Shri Anil Kumar residence of Jivrakhan Tola, P.O- Byapur, P.S- Maner, Dist- Patna (Bihar).

Subject **ENVIRONMENTAL CLEARANCE FOR THE PROPOSED SAND MINING**

Sir,

This has a reference to your application in Form IM. alongwith prefeasibility Report and Approved mining Plan, dated **08.03.2017** and subsequent communications for environmental clearance for the proposed mine by **Shri Anil Kumar** at Plot No. **367**, Jl. No. **140** at Village **PALSHORA**, P.S. **SONAMUKHI**, District **BANKURA**, West Bengal.

The proposal has been examined and processed in accordance with the EIA Notification SO 141(E) dated 15th January, 2016. It is noted that the proposed proposal is for mining of SAND having area of **11.10 Acres /4.49 ha** with a production capacity of **113100m³/annum** at Plot No. **367**. J.L. No. **140** at Village **PALSHORA**, P.S. **SONAMUKHI**, District **BANKURA**, West Bengal, proposed by **Shri Anil Kumar**.

The Co-ordinates of the lease area are bounded by **23°19'29.18"N 87°31'22.95"E; 23°19'27.69"N 87°31'27.02"E 23°19'17.09"N 87°31'20.21"E and 23°19'19.10"N 87°31'16.53"E** District Level Environment Impact Assessment Authority (DEIAA), Bankura. District, examined the proposal noted above and also perused recommendations of the District Committee. After due consideration of the project proposal and the recommendations of the District Level Expert Appraisal Committee (DEAC), and the District Level Environment Impact Assessment Authority accords Environmental Clearance to the project as per provisions of the EIA notification no. S.O. 141(E), dated 15/01/2016 of the Ministry of Environment, Forests & Climate Change, GOI, subject to strict compliance of terms and conditions as mentioned below:

1	The Project Proponent should have valid lease and all the permits.
2	The directions given by the Hon'ble Supreme Court of India vide order dated 27.02.2012 in Deepak Kumar case (SLPO Nos. 19628-19629 of 2000) and order dated 05.08.2013 of the Hon'ble National Green Tribunal in application No. 171/2013 may be strictly followed.
3.	All the provisions made and restrictions imposed as covered in the Minor Mineral Rule, shall be complied with particularly regarding Environment Management Practices and its fund management and Payment of compensation to the land owners.
4	The depth of mining in Riverbed shall not exceed 3 meter or water level whichever is less.
5	No River sand mining be allowed in rainy season.
6	To submit annual replenishment report certified by an authorized agency. In case the replenishment is lower than the approved rate of production, then the mining activity /production levels shall be

	decreased stopped accordingly till the replenishment is completed.
7	Ultimate working depth shall be up to 3.0 m from Riverbed level and not less than one meter from the water level of the River Channel whichever is reached earlier. In hilly terrain this depth be preferably restricted to one meter.
8	In River flood plain mining a buffer of 3 meter to be left from the River bank for mining.
9	In mining from agricultural field a buffer of 3 meter to be left from the adjacent field
10	Mining shall be done in layers of 1 meters depth to avoid ponding effect and after first layer is excavated, the process will be repeated for the next layers.
11	To maintain safety and stability of Riverbanks i.e. 3 meter of 10% of the width of the River whichever is more will be left intact as no mining zone
12	No stream should be diverted for the purpose of sand mining. No natural water course and/or water resources are obstructed due to mining operations.
13	No blasting shall be resorted to in River mining and without permission at any other place.
14	Manual method of mining shall be followed.
15	Mining should be done only in area/stretch identified in the District Level Survey Report suitable for mining and so certified by the Sub-Divisional Level Committee after site visit.
16	Mining should begin only after pucca pillar marking the boundary of lease area is created at the cost of the lease holder after certification by the mining official and its geo coordinates are made available to the District Level Committee.
17	The top soil in case of surface land mining shall be stored temporarily in a earmarked site and concurrently used for land reclamation, where applicable.
18	The EC holder shall keep a correct account of quantity of mineral mined out, dispatched from the mine, mode of transport, registration number of vehicle, person in-charge of vehicle and mine plan. This should be produced before officers of Central Government and State for inspection
19	For each mining lease site the access should be controlled in a way that vehicle carrying mineral from that area are tracked and accounted for.
20	There should be regular monitoring of the mining activities in the State to ensure effective compliance of stipulated EC conditions and of the provisions under the Minor Mineral Concessions Rule framed by the State Government.
21	Noise arising out of mining and processing shall be abated and controlled at source to keep within permissible limit.
22	Restricted working hours. Sand mining operation has to be carried out between 6 pm to 7 pm.
23	The pollution due to transportation load on the environment will be effectively controlled and water sprinkling will also be done regularly.
24	Air Pollution due to dust, exhaust emission or fumes during mining and processing phase should be controlled and kept in permissible

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24	Air Pollution due to dust, exhaust emission or fumes during mining and processing phase should be controlled and kept in permissible

	limits specified under environmental laws.
25	The mineral transportation shall be carried out through covered trucks only and the vehicles carrying the mineral shall not overloaded. Wheel washing facility should be installed and used.
26	The mining operation are to be done in a systematic manner so that the operations shall create a major visual impact on the site.
27	Restoration of flora affected by mining should be done immediately. Twice the number of trees destroyed by mining to be planted preferably of indigenous species. Each EC holder should plant and maintain for lease period at least 5 trees per hectare in acre near lease.
28	No mining lease shall be granted in the forest area without forest clearance in accordance with the provisions of the Forest Conservation Act, 1980 and the rules made there under.
29	Protection of turtle and bird habitats shall be ensured.
30	No felling of tree near quarry is allowed. For mining lease within 10 km of the National Park/Sanctuary or in Eco-Sensitive Zone of the Protected Area, recommendation of Standing Committee of National Board of Wild Life(WBWL) have to be obtained as per the Hon'ble Supreme Court order in I.A. No. 460 of 2004
31	Spring sources should not be affected due to mining activities. Necessary Protection measures are to be incorporated.
32	Removal, stacking and utilization of top soil in mining are should be ensured. Where top soil cannot be used concurrently, it shall be stored separately for future use keeping in view that the bacterial organism should not die and should be spread nearby area.
33	No overhangs shall be allowed to be formed due to mining and mining shall not be allowed in area where subsidence of rocks is likely to occur due to steep angle of slope
34	No extraction of stone/boulder/sand in landslide prone area.
35	Controlled clearance of riparian vegetation to be undertaken
36	Site clearance and tidiness is very much needed to have less visual impact of mining.
37	Dumping of waste shall be done in earmarked places as approved in Mining Plan
38	Rubbish burial shall not be done in the Rivers.
39	The EC holder shall take all possible precaution for the protection of environment and control of pollution.
40	Effluent discharge, if any, should be kept to the minimum and it should meet the standards prescribed.
41	Mining shall not be undertaken in a mining lease located in 300 metre of bridge, 200 metre upstream and downstream of water supply / irrigation scheme, 100 metre from the edge from the edge of State Highway and 10 metres from the edge of other roads except on special exemption by the Sub-Divisional level Joint Inspection Committee.
42	For carrying out mining in proximity to any bridge or embankment, appropriate safety zone (not less than 300 metres) should be worked out on case to case basis, taking into account the structural parameters, location aspects and flow rate, and no mining should be carried out in the safety zone so worked out.

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43	Mining activities shall not be done for mine lease where mining can cause danger to site of flood protection works, places of cultural, religious, historical, and archeological importance.
44	Vehicles used for transportation of sand are to be permitted only with of fitness and PUC Certificates.
45	Junction at takeoff point of approach road with main road be properly developed with proper width and geometry required for safe movement of traffic by concession holder at his own cost.
46	Project Proponent shall ensure that the road may not be damaged due to transportation of the mineral; and transport of minerals will be as per IRC Guideliness with respect to complying with traffic congestion and density.
47	No sacking allowed on road side along National Highways.
48	The Project Proponent shall undertake phased restoration, reclamation and rehabilitation of land affected by mining and complete this work before abandonment of mine.
49	Restoration, reclamation and rehabilitation in cluster should be done systematically and jointly by each EC holder in that cluster. This should be appropriately reflected as EC condition in each EC cluster.
50	Site specific plan with eco-restoration should be in place and implemented.
51	Health and safety of workers should be taken care of.
52	Transport of mineral will not be done through villages / habitations.
53	The Project Proponent shall make arrangement for drinking water, first aid facility (along with species specific anti-venom provisioning) in case of emergency for the workers.

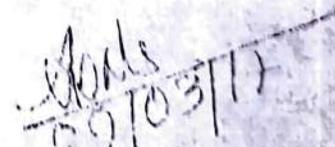
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54	Project Proponent shall implement the Disaster Management Plan if the mine lease area is located in Seismic Zone-IV. Project Proponent shall appoint a Committee to have a check over any disaster to warn workers well before for the safety of the workers. Emergency helpline number will be displayed at all levels.
55	Project Proponent shall appoint an Occupational Health Specialist for Regular and Periodical medical examination of the workers engaged in the Project and records maintained: also, Occupational health check-ups for workers having some ailments like BP diabetes, habitual smokers, etc. shall be undertaken once in six months and necessary remedial / preventive measures taken accordingly. Recommendations of National Institute for Labour for ensuring good occupational environment for mine workers would also be adopted.
56	The Project Proponent shall report monitoring data on replenishment, traffic management, levels of production, River Bank erosion and maintenance of Road etc.
57	Use of alternate material such as M-sand in place of natural River sand shall be encouraged in order to reduce stress on natural eco-system.
58	Demarcation of the site of operation by construction of durable/Concrete pillars by using actual co-ordinates of latitude & longitude ; latitude /longitude to be written on the body of the pillar itself ;
59	Notice Board showing operator's Lease details;
60	Submission of board/affidavit by the Lease holders to comply with all conditions of Environmental Clearance including a commitment not to resort to overloading and operation at site strictly within the limits of 6 a.m to 7 p.m.;
61	Submission of Plan of manual operation at site without use of any form of machinery like JCB, suction equipments etc;
62	Restoration of damages caused to the environment including filling up of large crevices/ponds created at site, repair of embankment/bundh, approach road;
63	Planting of at least 500 trees per acre of the actual approved site of operation at suitable locations;
64	Drinking water facility, maintenance of first aid and emergency facilities, Construction of toilets near the site for the benefit of labours & staff;
65	Maintenance of site office with Register of Challans with complete details of lifting of sand and list of vehicles used for transportation of sand;
66	Videography of the work undertaken to restore the environment; CC TV camera to be installed at appropriate locations from the time to commencement of operation to cover manual lifting of sand & transportation process;
67	Creation of a village Monitoring Committee to oversee the actual compliance of the Lease holder during operation of sand mining;

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 09/03/17
 Signature of: Member Secretary, DEIAA,

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Signature of Member Secretary, DEIAA

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Seed No. 3498 for 2020 of BSR Bankura

(District Sub-Registrar)
Bankura

23.12.20



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AA 899115

③ → 1549196/20

[Signature]

16/12/20

FORM-D
Certified that the document is admitted to registration. The signature sheet and the endorsement sheets attached to this document are the part of this document.

District Magistrate
Bankura

31/12/2020
ANIL KUMAR

MINING LEASE FOR MINOR MINERALS

16 DEC 2020 District Sub-Registrar

THIS INDENTURE made this 9th day of November, 2020

BETWEEN THE GOVERNOR OF WEST BENGAL (herein after referred to as the "Governor") of the One Part

And

- (1) Sri Anil Kumar, son of Rajeshwar Singh, Vill- Jivrakhan Tola, P.O.- Byapur, P.S.- Maner, District- Patna (Bihar), PIN- 801 503 by occupation Business hereinafter referred to as "the Lessee" (which expression shall, where the context so admits, be deemed to include his heirs, executors, administrators, representatives and permitted assigns) when the lessee is an individual.

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(2)Not Applicable..... (name and occupation and (name of person) of (address and occupation) hereinafter referred to as the "Lessees" (which expression shall, where the context so admits, be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns) when the lessees are more than one.

(3) Not Applicable (name of person) of (address)..... (name of person) of (address) all carrying on business in co-partnership at (address of the firm or syndicate) registered under the Partnership Act hereinafter referred to as the "Lessees" (which expression shall, when the context so admits, be deemed to include all the partners of the said firm, their heirs, executors, administrators, representatives and permitted assigns.) When the lessee is a registered firm or syndicate.

38

(4) Not Applicable (name of company) company Registered under (Act under which incorporated and having its registered office at (address) hereinafter referred to as the "lessee": (which expression shall, where the context so admits, be deemed to include its successors and permitted assigns) of the Other Part Whereas the Lessee/Lessees has/have been selected as the successful bidder in the Competitive Bidding held on 24/10/2016 for granting of mining lease for Sand mineral/minerals in Mouza/Mouzas- Palshora, J.L. No / Nos- 140, P.S.- Sonamukhi, Dist- Bankura covering an area of 11.10 acres. Whereas the Lessee/Lessees has/have applied to the

31/11/2020

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Government of West Bengal (hereinafter referred to as the "State Government") for a mining lease for Sand (name of mineral in accordance with the West Bengal Minor Minerals Concession Rules, 2016 hereinafter referred to as the "Rules"), in respect of the lands described in Part I of the Schedule, hereunder written (hereinafter referred to as the "Schedule") When the lessee is a registered or company.

39

NOW THIS INDENTURE WITNESSETH that in consideration of the rents and royalties, covenants and agreements by these presents and the said Schedule reserved and contained and on the part of the Lessee/ Lessees to be paid, observed and performed the Governor doth hereby grant and demise unto the Lessee/Lessees all those the mines beds/veins seams of SAND {here state the mineral or minerals}(hereinafter and in the said Schedule referred to as the "Mineral") situated lying and being in or under the lands mentioned and described in Part I of the said Schedule, together with the liberties, powers and privileges to be exercised to enjoy in connection therewith, which are mentioned in Part II of the said Schedule, subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said Schedule, EXCEPT and reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part IV of the Schedule, TO HOLD, the premises here by granted and demised unto the Lessee/Lessees from the date of registration of the duly executed lease deed for the term of 5 (FIVE) years thence next ensuing YIELDING AND PAYING there for unto the State Government the several rents and royalties mentioned in Part V of the said Schedule, and the Lessee/Lessees hereby covenants/covenant with the State Government as in Part VII of the said Lessee/ Lessees as in Part VIII of the said Schedule is expressed. And it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed. In Witness Whereof these presents have been executed in manner hereunder appearing this day, month and year first above written.

The Schedule above referred to:

PART I

The area of this lease

31/11/2020

Location and
area of the
lease

All that tract of lands situated at Mouza- Palshora , J.L. No: 140 bearing Plot No. R.S. Plot No. 367 corresponding to L.R. Plot No. 562 under P.S.- Sonamukhi, Dist- Bankura covering an area of 11.10 acres on the riverbed of Damodar within Registration district of Bankura bearing Code Nos 01 and Sand Block No. 0120DM020 containing an area of 11.10 acres Or thereabouts delineated on the plan hereto annexed and thereon marked with the Red Colour and bounded as per enclosed sketch map and as stated herein below:-

Point A : 23°19'29.18"N, 87°31'22.95"E
 Poin B : 23°19'27.69"N, 87°31'27.02"E
 Point C : 23°19'17.09"N, 87°31'20.21"E
 Point D : 23°19'19.10"N, 87°31'16.53"E

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PART II**Liberties, Powers and Privileges to be exercised and enjoyed by the Lessee/Lessees subject to the restrictions and conditions in Part III.**

To enter upon land and search for win, work etc.

1. Liberty and power at all times during the term hereby demised to enter upon the said lands and to search for mine, bore, dig, drill for win, work, dress, process, convert, carry away and dispose of the said mineral.

To sink, drive and make pits, shafts and inclines etc.

2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive, made, maintain and use in the said lands and pits, shafts, inclines, drifts, levels, waterways, airways and other works (and to use, maintain, deepen or extend any existing works of the like nature in the said lands). (Note: The portion within bracket should be omitted if the minerals have not been worked for by any previous lessee).

To bring and use machinery, equipment etc.

3. Liberty and power for or in connection with any of the purpose mentioned in this part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, furnaces, brick kilns, workshops, store house, bungalows, godowns, sheds and other buildings and other works and conveniences of the like nature on or under the said lands.(For use of machinery prior sanction of the District Authority is mandatory)

To make roads and ways, etc. and use existing roads and ways

4. Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads and other ways in or over the said lands and to use, maintain and go and repass with or without horses, cattle, wagons, locomotives or other vehicles over the same (or any existing tramways, railways, roads and other ways in or over the said lands) on such conditions as may be agreed to.(A plan regarding usage of road along with No objection certificates, if necessary to be submitted by the lessee/lessees before execution of the deed)

To use water
from streams
etc.

5. Liberty and power for or in connection with any of the purposes mentioned in this part, but subject to the rights of any existing or future lessees, and with the written permission of the District Authority of Bankura (name of district) (hereinafter referred to as the said District Authority) to appropriate and use water from any streams, water-courses, springs or other sources in or upon the said lands and to divert, step up or darn any such streams or water-course and collect or impound any such water and to make, construct and maintain any water-course, culverts, drains or reservoirs, but not so as to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs; (provided that the lessee/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream, without the previous written permission of the State Government).

To use land for
stacking,
heaping or
depositing
purpose

6. Liberty and power to enter upon and use a sufficient part of the surface of the said lands for the purpose of stacking, heaping, storing or depositing thereon any produce of the mines or works carried on and any tools, equipment, earth and materials and substances dug or raised under the liberties and powers mentioned in this part.

To clear bush-
woods and to
fell and utilize
trees etc.

7. Liberty and power for or in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as provided in clause 3 of Part III of this Schedule to clear undergrowth and bush wood and to fell and utilize any trees or timber standing or found on the said lands provided that the State Government may ask the Lessee/Lessees to pay for any tree or timber felled and utilized by him/them/it at the rates specified by the said District Authority or the State Government.

31/12/2020

case the lessee/lessees cuts/ cut down or injure or allow any person to cut down and injure any timber or tree without the sanction of the said District Authority in writing, the lessee/lessees shall be bound to pay on demand made by the said District Authority compensation at a rate not exceeding rupees fifteen hundred (Rs.1500) per tree or timber, as specified by the said District Authority or the State Government over and above the market price of the said damaged tree/timber.

Not to work
in reserved
forest except
on condition

4. Notwithstanding anything contained in this Schedule the Lessee/Lessees shall not work in any reserved forest included in the said lands otherwise than in accordance with the conditions mentioned herein. In this respect the lessee/lessees/the employees of the lessee/lessees shall be subject to the directions of the Divisional Forest Officer concerned. In case of any dispute the matter shall be referred to the Commerce & Industries Deptt., State Government, which decision in the matter shall be final.

Note: Mention the conditions imposed by the Divisional Forest Officer drawn up in consultation with the State Government or lease granting authority.

5. The lessee/lessees shall not work or carry on or allow to be worked or carried on any railway line, except with the previous written permission of the Railway Administration concerned or from any reservoir, public roads, canal or other public works or buildings or inhabited site or within 9.14 meters (10 yards) any village roads, except with the previous permission of the District Authority or any other officer authorized by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 meters shall be measured in the case of railway, reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting, as the case may be, and in case of a building horizontally from the plinth thereof

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No mining
operations
within 50
meters of
public works
etc.

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and the said distance of 9.14 meters (10 yards) shall be measured in the case of village roads from the edges of the roads.

Explanation: For the purposes of this clause, the expression "Railway Administration" shall have the same meaning, as it is defined to have in the Indian Railways Act, 1890, by section 3, sub-section (6) of that Act, "Public Road" shall mean a road which has been constructed by artificially surfaced as distinct from a tract resulting from repeated use. The village road shall mean a road other than "Public Road" and which has been shown as road in Revenue Settlement maps.

Facilities to
adjoin
Government
lessees or
quarry
permit
holders.

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6. The lessee/lessees shall allow existing and future holders of Government quarry permits or lessees over any land, which is comprised in or adjoins or is reached by the land held by the lessee/lessees reasonable facilities of access thereto. Provided that no substantial hindrance or interference shall be caused by such holders of quarry permits or lessees to the operations of the lessee/lessees under these presents and fair compensation shall be made by such holders of quarry permits or lessees to the lessee/lessees for all loss or damage sustained by the lessee/ lessees by reasons of the exercise of this liberty.

Forest Fire

7. Nothing shall be done by the lessee / lessees or his/their/its employees, which may cause a forest fire. Proper precautions shall be taken at all times to prevent such fires.
8. Save and except prior sanction of the District Authority no mining operations are to be carried out from sunset to sunrise.
9. Save and except prior sanction of the District Authority no mining operations are to be carried out by using pay loader, mechanical excavator etc.
10. Subject to any aberrations in respect to impact on environment the lease so granted may be terminated by the District authority.

PART IV**Liberties, powers and privileges reserved to the State Government**

To work
other
minerals

1. Liberty and power for the State Government/District Authority or any lessee or person, authorized by it in that behalf to enter into and upon the said lands and to search for win, work, dig, raise, dress, process, convert and carry away minerals, other than the said mineral any other substances and for those purposed to sink, drive, make erect, construct, maintain and use such pits, shafts inclines, drifts, levels and other lines, waterways, water courses, drains, reservoirs, engines, machinery, plant, buildings, canals, tramways, railways, roadways and other works and conveniences, as may be necessary or convenient. Provided that in the exercise of such liberty and power no substantial hindrance or interference shall be caused to with the liberties, powers and privileges of the lessee/lessees for all loss or damage sustained by the lessee/ lessees by reason or in consequence of the exercise of such liberty and power.

To make
railways and
roads.

2. Liberty and power for the State Government/District Authority or any lessee or person authorized by it in that behalf to enter into and upon the said lands and to make upon, over or through the same any railways, tramways, roadways or pipelines for any purpose, other than those mentioned in Part II of the presents, and to get from the said lands, stones, gravel, earth and other and other materials for making, maintaining and repairing such railways, tramways, and roads or any existing railways, tramways and roads and to go and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, trucks, cards, locomotives or other vehicles over or along any such railways, tramways, roads, lines and other vehicles over or along any such railways, tramways, roads, lines and other ways for all purposes and as occasions may require, provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee/lessees under those presents and that fair compensation shall be made to the lessee/lessees under those presents and that fair compensation shall

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be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reasons or in consequence of the exercise by such lessee or person for such liberty and power.

Lease by
mistake

3. The Lessee/Lessees shall have no claim against the State Government/ District Authority for compensation or damage in respect of land having been included in this lease, which has already been included in some previous lease, but that the lessee/lessees shall be entitled to proportionate reduction of the assessment in respect of any land covered by the lease, which may subsequently be discovered not have been available for lease.

Action in
case of
occurrence
of valuable
minerals

4. In case there are reasons to believe at any time that valuable mineral or minerals exist along with the mineral, for which this lease is being granted, the State Government / District Authority may issue such order for the compliance of the lessee/lessees as the State Government/District Authority may think proper for proper dumping of the tailings or screened rejects of the mineral treated or treatment of the mineral for which this lease is being granted. The grant of this lease to the lessee/lessees will always be without prejudice to the right of the State Government/District Authority to terminate the lease if the mineral leased is found any time to contain any valuable mineral, separation of which is not in opinion of the State Government I District Authority, easily possible or within the means of the lessee/lessees.

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Extraction of
said
minerals for
private use

5. Notwithstanding anything contained in the lease, the State Government/District Authority may permit any person in writing to collect the said minerals from the demised land for his private use only and the lessee/ lessees or his/their/its employees shall not in any way interfere with the work of the person and the removal of the minerals. Provided that the person who obtains such permission shall not interfere with the workings of the lessee/lessees under these presents. Provided further that in case of a dispute between the lessee/ lessees and the person obtaining the permission, the dispute

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shall be referred by the lessee/lessees to the District Authority, whose decision thereon shall be final and binding on both the parties.

PART V

Rents and Royalties reserved by this lease

To pay dead rent or royalty whichever is greater

1. The lessee/lessees shall pay in respect of any half-yearly period either the dead rent reserved by clause 2 of this Part or the sum of the royalties reserved by clause 3 of this part whichever is greater.

Rate and mode of payment of dead rent

2. Subject to the provision of clause I of this Part, as from the day of registration of duly executed lease deed during the subsistence of the lease the Lessee/Lessees shall pay to the State Government at the rate of Rs. 2,000/- per acre for the 1st year and Rs. 3000/- per acre the 2nd year and 3rd years and onwards Rs. 5000/- per acre (in four equal quarterly installments on the 1st Day of each of the months of April, July, October in each year and January of the next following year) certain annual dead rent at the rates prescribed in Schedule II to the rule for the lands, described in Part I of the Schedule (here insert the amount payable), subject to revision by the State Government at any time by notification of any modification of Schedule II of the rules.

Rate and mode of payment of royalty

3. Subject to the provision of clause I of this Part, the lessee/lessees shall during the subsistence of this lease pay to the State Government/District Authority (in four equal quarterly installments on the 1st Day of each of the months of April, July, October in each year and January of the next following year) royalty, in respect of any mineral/minerals removed by him/them at the rate Rs. 53/- (Rupees Fifty Three only) per Cum for the time being specified in the Schedule I of the rule.

Payment of surface rent

4. The lessee/lessees shall pay to the State Government/District Authority rent in respect of all parts of the surface of the said lands, which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents, at the prescribed

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at the rate of 90/- (Rupees Ninety only) for the area so occupied or used and so in proportion for any area less than an acre during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall so far as possible be restored to its original condition (which rent shall be paid upon each of the quarterly dated hereinbefore appointed for the of the installments of the certain annual dead rent), provided that no such rent shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the full right to access.

Payment of
cesses and
taxes

5. The lessee/lessees shall duly and regularly pay to the appropriate authority all cesses, taxes and local dues in respect of the leased area, the said mineral or the working of the mines in addition to the rent and royalty so payable as aforesaid.

Contribution
to DMF

6. The lessee/lessees shall duly and regularly make contributions to the DMF as per norms and guidelines to be specified by the Central Government/State Government time to time.

PART VI

Provisions relating to rents and royalties

Rent and
royalty to be
free from
deductions
etc.

1. The rent and royalty mentioned in Part V of this form shall be paid free from any deductions to the State Government and in such manner as the State Government/ District Authority may direct.

Mode of
computation
of royalty

2. For the purpose of computing the said royalties the lessee/lessees shall keep a correct account of the mineral/minerals produced and dispatched. The accounts as well as the quality of the mineral/minerals in stock or in the process of export may be checked by any officer authorized by the State Government.

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Monthly
account to be
sent to State
Government

3. The accounts for each month in respect of raising, stock, sale, dispatch, local consumption, royalty and rent due and paid shall be completed within fifteen days of the month following and true copy of each duly signed by the Lessee/Lesseees or his/their/its authorized agent shall be sent to (1) the Chief Mining Officer, Court Road, P.O. Asansol, (2) the Mining Officer concerned, (3) Commerce and Industries Department, State Government and (4) District land and Land Reforms Office within seven days' thereafter, (5) Executive Engineer of I & W Deptt., (6) Sub-Divisional Land and Land Reforms Office (Concerned) (7) Revenue Officer of I & W Deptt.

Interest on
arrear
payments.

4. The lessee/lesseees shall be liable to pay interest at the rate prescribed by the Government on any amount remaining payable to the State Government / District Authority.

Course of
action if rent
and royalties
are not paid
in time

5. Should the royalty and/or rent reserved and made payable by the lessee be not paid within one month next after the date fixed in the lease for the payment of the same, the State Government/District Authority may enter upon the premises and distrain all or any of the mineral. or beneficiated products thereof or moveable property therein or of so much of them as will suffice for the satisfaction of the rent and/or royalties due, and all cost and expenses occasioned by the non-payment thereof. If any royalty or rent remains at any time unpaid for three calendar months after the date on which it is due the Government may determine the lease and take possession of the premises comprised thereon. These rights shall be without prejudice to the right of the Government/District Authority to realize the dues under the Bengal Public Demands Recovery Act or any Statutory modification thereof for the time being in force.

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PART VII

The covenants of the Lessee/ Lessees

Lessee to pay rents, royalties, taxes etc.

1) The lessee/lessees shall pay the rents and royalties reserved by this lease at such times and in the manner provided in Parts V and VI of these presents and shall also-pay and discharge all taxes, rates, cesses, assessments and impositions whatsoever being in the nature of public demands, which shall from time to time be charged, assessed or imposed by the authority of the State Government/District Authority, upon or in respect of the premises and works of the premises and works of the Lessee/Lessees in common with other premises and works of a like nature, except demands for land revenue.

To maintain and keep boundary marks in good order

2) The lessee/lessees shall at his/their/its own expense erect and at all times maintain and in repair boundary marks and pillars according to the demarcation shown in the plan annexed to the lease. Such marks and pillars shall be sufficiently clear of shrubs and other obstructions as to allow easy identification.

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To commence operations with in three months and work in workman like manner

3) (a) Unless the State Government/District Authority for good cause permits otherwise the lessee/lessees shall commence operations within three months from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for, win, work and develop the said minerals without voluntary intermission in a skilful and workman-like manner and accordance with any Central or State Act and rules and regulations made there under for the purpose and for the time being in force there under for the purpose and for the time being force without doing or permitting to the done any unnecessary or avoidable damage to the surface of the said lands or the crops, buildings, structures or other property thereon. For the purposes of this clause operations shall include the erection of machinery, lying of a tramway or construction of a road in connection with the mine. The State Government/District Authority shall be fully competent in whatever manner and in whatever agency it likes to determine, whether the work is carried on

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properly and skillfully and in accordance with any Central or State Act and rules and regulations made there under for the purpose and for the time being in force or whether the work was commenced within three months from the date of registration of the duly executed lease deed.

(b) The lessee shall extract and despatch minimum 35,936.47 Cum of Sand (name of mineral) from the leasehold area per annum.

(c) No quarrying / mining operation shall be allowed within 500 m upstream and downstream from the centre line of any bridge, regulator or similar hydraulic structures including Mining Barrage constructed across rivers or drainage channels or irrigation canals.

(d) Minimum distance of quarry / mining area from dam / barrage axis in the upstream and downstream or a river shall be at least 5.0 km, unless otherwise permitted by the concerned Executive Engineer.

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(e) Countryside boundary of quarry/mining area more or less parallel to bank line of the river or drainage channel or irrigation canal shall be at a distance of 200 m from the existing bank line or at one third of the distance between bank lines on either side, whichever is less. Provided that such distance, shall not be less than 30m unless permitted by the concerned Executive Engineer.

(f) Notwithstanding anything stated under sub-rules (1), (2) and (3), the concerned Executive Engineer having territorial jurisdiction, on consideration of hydro-morphological condition of the river or drainage channel or irrigation canal and safety of embankment or bank line, in consultation with his superior officer, if felt necessary by him, may declare any area as 'no quarry or mining zone' and may not allow quarry / mining operation in that area for such time as he deems fit or may cause cessation of quarry / mining operation in that area within a specified period after such declaration.

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(g) Depth of extraction of the riverbed materials shall be specified by the Executive Engineer or any other Engineer officers authorised by him, but it shall be kept restricted to 3.0 m from the existing bed level in the quarry / mining area or average ruling water level in the river or drainage channel or irrigation canal, whichever is less.

(h) In the event, it is subsequently detected that the entire area or a part of the area granted in mining lease falls within 'FOREST' the lessee will forthwith surrender the lease to the Government and he will leave no claims for compensation for such surrender of lease.

(i) For actual operation of quarrying or digging, 10 (ten) yards clear margin should be kept from the outer boundary of the adjacent plot or plots and maintained throughout the operation.

(j) During the period of lease, the Govt./Deptt. shall have the authority to stop mining in case of possible danger due to mining.

(k) The lessee have to take such precautionary measures as may be necessary or prescribed by the Govt. so as to prevent danger and damage to the lives and properties of private persons and of public as well.

(l) The State Govt./ District Authority shall have the authority to cancel or revoke or alter at any time, the mining lease on bed or foreshore of any river in the interest of river management and / or protection of environment on the recommendation of the concerned Deptt. of the Govt. or otherwise.

(m) No mining operation in case of in situ Hard Rocks and minerals at any point Within a distance of 50 mts. From any hydraulic structure, bridge reservoir, canal, road, other public works or buildings shall be allowed except with the previous permission in writing of State Govt. in Irrigation and Waterways Deptt. And / or Public Works (Roads) Deptt.

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(n) No mining shall be allowed within a specified distance of road bridge within which mining/ excavation/quarrying has been banned by the State Govt. by notifications issued from time to time in the interest of safety of the bridge concerned.

To indemnify State Govt. against all claims

4. The lessee/lessees shall make and pay such reasonable satisfaction and compensation may be assessed by lawful authority, in accordance with the law in force on the subject, for all damage, injury or disturbance, which may be done by him/them/it in exercise of the powers granted by this lease shall indemnify and keep indemnified fully and completely the State Govt./ District Authority against all claim, which may be made by any person or persons in respect of any damage, injury or disturbance and all costs and expenses in connection therewith.

To throw refuses in places approved

5. The lessee/lessees shall during the subsistence of this lease, throw the refuse from the excavations at places approved by the State Government / District Authority or an officer authorised by the State Government / District Authority on this behalf.

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To strengthen and support the mines to necessary extent

6. The lessee / lessee shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government / District Authority, as the case may be any part of the mine, which in its opinion such strengthening of support, for the safety of any railway reservoir, canal, road and any other public works or structures.

Note : Modify according to existing circumstances.

To allow inspection of working

7. The lessee / lessees shall allow the District Authority or any other officer authorised by the State Govt. in this behalf to enter upon the said premises including any building, excavation or land comprised in the lease for the purpose of inspecting, examining, measuring, survey and making plans thereof, sampling and collecting any data and the lessee / lessees shall with proper person employed by the

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lessee / lessees and acquainted with the mines and work effectually assist such officers, agents, servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with the working of the mines, which they may reasonably require, and also shall / and will conform to and observe all orders and regulations which the State Govt. in this behalf as the result of such inspection or otherwise may from time to time see fit to impose.

To report accidents

- 8. Lessee/lessees shall without delay send to the Collector/Sub-Divisional Officer a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property, which may occur in the course of operations under this lease.

To report discovery of other minerals

- 9. (a) Whenever the lessee/lessees shall find in the said lands any mineral other than the said mineral, the lessee/lessees shall immediately report such discovery in writing to the State Government / District Authority with full particulars of the nature and position of each such mine. He/they/it or any of his/their/ its employee or employees shall not win and dispose of the newly discovered mineral or minerals without first obtaining a lease in respect of those minerals.

(b) If the lessee/lessees intends / intend to work such newly discovered mineral or minerals, he/they/ it shall within three months of making such report, as is mentioned in sub-clause (a) of his clause, intimate his/their/its intention to the State Govt. / District Authority and apply for mining lease in respect thereof in accordance with the rules regulating the grant of mining concessions for that mineral. But such mining lease shall not be claimed as a matter or right.

(c) If the lessee/lessees intimate(s) his/their/its intention not to work the newly discovered minerals or fails to intimate intention to work it with or within a period of three months, it shall be open to the

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State Govt. to grant a lease for the working of the same to any other person.

To keep records and accounts regarding production and employees etc.

10. The lessee / lessees intimate(s) shall at all time during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books (bound and paged) of accounts, which shall contain accurate entries showing from time to time :-
- (1) Quantity and quality of the said mineral realized from the said land
 - (2) Quantity of the various qualities of minerals benefited or converted (for example, limestone converted into lime) ;
 - (3) Quantities of the various qualities of the said mineral sold and exported separately ;
 - (4) Quantities of the various qualities of the said mineral otherwise disposed of and the manner and purpose of such proposal ;
 - (5) The prices and all other particulars of all sales of said mineral ;
 - (6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel ;
 - (7) The stock of the said mineral undisposed ;
 - (8) The records of labour employed, the address of their village of origin, their wages and other emoluments in cash or kind ;
 - (9) The full particulars, together with addresses of the party or parties to whom the mineral/minerals has/have been sold, the date of sale, the number of railway wagon together with the station from which despatched and in the case of despatches by trucks, the registered numbers of the trucks and in case of despatches by carts, the names, address of the owner of the carts;
 - (10) Such other facts, particulars and circumstances as the State Government /District Authority may from time to time require and shall also furnish free of charge to such officers and at such times, as the State Government/District Authority may appoint,

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true and correct abstracts of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officers, as the State Government/ District Authority shall in that behalf appoint to enter into and have free access to the said office for the purpose of examining and inspecting the said books of accounts to and to make copies thereof and make extracts there from ;The office for the purpose is to be kept open on all working days and office hours and also whenever mining operations are carried out. An authorized representative will be available with all relevant documents to show the documents as may be sought for by the inspecting officer.

- (11) If any mineral from the land is despatched or transported from the said land in a truck or cart or other vehicles, the lessee/lessees shall do so under a challan in duplicate regarding the quantity of the mineral and the destination thereof, and a copy whereof should be made over to and carried by the driver of the said truck, cart or vehicle ;

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11. The lessee/lessees shall at all times during the said terms maintain at the Mine Office correct, intelligible, up-to-date and complete plans of the mines in the said lands, on a scale of not less than 16"= 1 mile. Lessee/ lessees shall also allow any officer authorized by the State Government / District Authority to inspect the same at all reasonable times.
12. Except in case of collection of the said mineral from the surface without having to make any excavation, no new excavation shall be made nor any refuse be dumped into the excavation till the first or the existing excavation or quarry has a depth of at least 30 feet or the mineral from the excavation has been exhausted, whichever is to the advantage of the lessee/lessees.

Sizes of
quarries

Treatment of
stagnant
pool

13. All stagnant polls of water within the leasehold area, whether formed as a result of mining or not, shall be regularly treated with anti-mosquito insecticide during the continuance of the lease.

Notice to the
Director
General of
Mines Safety
in India

14. If at any time any underground excavation is made or the number of persons employed in the mine exceeds 50 or the depth of the quarry exceeds 20 feet at any place of if any explosive is used in the mine at any time, a notice specifying the details about the number of persons employed, maximum depth of any quarry, explosives used and the location and ownership of the mine together with the address of the owner shall be sent to the Director-General of Mines Safety in India, P.O. Dhanbad, Jharkhand.

Transfer of
lease

15. The lessee shall not without the previous consent in writing of the State Government -
- a. Assign, mortgage, or in any other manner, transfer the mining lease, or any right, title or interest therein or,
 - b. Enter into or make any arrangement, contract or understanding whereby the lessee will or may be directly or indirectly financed to a substantial extent by, or under which the lessee's operations or undertakings will or may be substantially controlled by, any person or body of persons other than the lessee/lessees,
Provided that the State Government shall not give its written consent unless:
 - i. The lessee/lessees has/have furnished an affidavit long with his application for transfer of the mining lease specifying therein the amount that he has already taken 'or proposes to take as consideration from the transferee;
 - ii. Without prejudiced to the above provisions, the lessee/lessees may, subject to the conditions specified in the said rules transfer this lease or any right, title to interest therein, to a person holding a valid Income Tax Return from the Income Tax Officer concerned, a Sales Tax Clearance Certificate and a Certificate of Clearance of mining dues on payment of a fee of rupees one hundred (Rs. 100) to the State Government ;

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iii. The State Government may, be order in writing, determine the lease at any time of the lessee/lessees has/have in the opinion of the State Government committed a breach of any' of the above provisions or has/have transferred the lease or any righty, title on interest therein otherwise than in accordance with clause (ii).

Provided that no such order shall be made without giving the lessee/lessees a reasonable opportunity or staying his/their case.

Not to be
financed or
controlled
by a trust,
corporation
firm or
person

16. The lessee shall not be controlled and the lessee/lessees shall not allow himself/themselves/itself to be controlled by any trust, syndicate, corporation, firm or person except with the previous written consent of the State Government. The lessee/lessees shall not enter into or make any arrangement compact or understanding whereby the lessee/lessees will or may be directly or indirectly financed by or under which the lessee's /lessees' operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any trust, syndicate, corporation, firm or person unless with the written sanction of the State Government given prior to such arrangement, compact or understanding being entered into or made and any or every such arrangement, compact or understanding as aforesaid entered into or made with such sanction as aforesaid, shall only be entered into or made with such sanction as aforesaid, shall and shall always be subject to an express condition binding upon the other party or parties thereto that on the occasion of a state emergency, of which the President of India in his direction shall be the sole judge, it shall be terminable if so required in writing by the State Government and shall in the event of any such requisition being made, be forthwith thereafter determined by the lessee/lessees accordingly. Provided that this clause shall not applicable when the lease is controlled or financed by the West Bengal Mineral Development and Trading Corporation Ltd. (a Government of West Bengal Undertaking).

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17. The lessee/lessees shall at the expiration or sooner determination of the said term of lease or any renewal thereof, deliver up to the State Government/District Authority all mines, pits, shafts, inclines, drifts, levels, waterways, airways and other works now existing to hereinafter and be sunk or made on or under the said lands, except such as have been abandoned with the sanction of the State Government/District Authority and in an ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences, which at the commencement of the said term were upon or under the said lands and all such machinery set up by the lessee/lessees below ground, which cannot be removed without causing injury to the mines or works under the said lands (except such of the same as may with the sanction of the State Government have become disused), and all buildings and structures of bricks or stone erected by the lessee/lessees above ground level in good repair and condition and fit in all respects for further working of the same mines and the said mineral.
18. a. The State Government/ District Authority and any other authority authorized by the State Government for the purpose shall from time to time and at all times during the said term of the lease have the right of preemption of the said mineral (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the lessee/lessees and the lessee/lessees shall with all possible expedition deliver all minerals or products of minerals required by the State Government / District Authority or any such authority under the power conferred by this provisions in the quantities at the times in the manner and at the place specified by the State Government / District Authority or such authority. The lessee/Lessees shall indemnify that State Government / District Authority against claims of any third party in respect of such minerals.

Delivery of workings in good order to State Government after determination of lease

Right of preemption

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b. Should the right of pre-emption conferred by the present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the State Government / District Authority or the Central Government or any other authority be detained on demurrage all due for demurrage according to the terms of the charter party or such vessel, unless the State Government / District Authority or the authority authorized by the State Government in this behalf shall be satisfied that the delay is due to causes beyond the control of the lessee/lessees.

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c. The price to be paid for all minerals or products of mineral taken in pre-emption by the State Government / District Authority or the authority authorized by the State Government in this behalf in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption. Provided that in order to assist in arriving at the said fair market price the lessee/lessees shall, if so required, furnish to the State Government for the confidential information of the State Government particulars of the quantitative descriptions and prices of the said mineral and the products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers, as may be directed by the State Government / District Authority, original or authenticated copies of contracts and charter parties entered into for the sale on freightage of such minerals or products.

d. The lessee/lessees agrees/agree notwithstanding anything to the contrary in this clause, to supply such quantity of the mineral, as may be required by any Government Department or Local Authorities, for work within this district at a rate of 5 per cent less than that of the local prevailing market rate.

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21. The storage and use of any explosives shall only be in accordance with the provisions of Indian Explosives Act, the Metaliferrous Mines Regulations for the time being in force and any lawful directions of the Director General of Mines Safety. The lessee/lessees shall be responsible for and see and ensure that no explosive intended for the mine is pilfered or misused or used for purposes, within or outside the lease area, other than mining with the lease area.
- Storage and use of explosives
22. If any boundary dispute or dispute regarding the right of way or any other dispute, whatsoever regarding the construction of any term or condition in the lease arises between the lessee/lessees of any adjoining block already leased under similar terms or which may subsequently be lease, the lessee/lessees shall be bound to submit such dispute to the decision of District Authority or to an officer appointed by the State Government for the purpose. The decision of the Collector/ District Authority or such officer shall be applicable to the State Government in due course and the decision of the State Government thereon shall be final and binding on the lessee/lessees.
- Boundary dispute
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23. If the lessee/lessees is/are any time convicted of any criminal offence directly or indirectly connected with the lease or the mine of the mineral worked there from, he/they/it shall be bound to inform or cause to inform within a month of such conviction, the State Government / District Authority about such conviction. If the State Government / District Authority considers such offence, for which the lessee/lessees has/have been convicted, of a serious nature making him/them/it undesirable to hold the lease of if the lessee/lessees fails/fail to inform or cause to inform the State Government / District Authority about the conviction, the lease may be terminated by giving three months' notice.
- Information in case of conviction
24. The lessee/lessees shall not without the previous sanction in writing of the State Government / District Authority employ any person, for work within the lease area or in connection therewith, who is not an Indian National.
- Employment of foreign nationals

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25. The lessee shall take such measures for planting trees in the same area or any other area selected by the State Government not less than twice the number of trees destroyed by reason of mining operation
- To plant trees
26. The lessees shall pay to the occupier of the surface land under mining lease such compensation as fixed by the concerned authority.
- To pay compensation
27. The lessee shall observe the provision of Mines Act, 1952 and shall comply with Mineral Conservation and Development Rules, framed under Section 18.
- To observe the provisions of Mines Act, 1952 & Mineral Conservation & Development Rules.
28. The lessees shall not pay a wage less than the minimum wage prescribed by the State Government.
- To pay minimum wage
29. The lessee/lessees shall abide by all existing laws and rules and regulations enforced by the Government of India or the State Government / District Authority and all such other laws, rules and regulations, as may be enforced from time to time, in respect of working of mines and minerals and other matters affecting the safety, health and convenience of the employees of the lessee/lessees or of the public. On receipt of a notice from the State Government / District Authority or from an officer authorized by the State Government in this behalf regarding any unlawful or irregular work in connection with the working of the mine, the lessee/lessees shall forthwith take steps to rectify the same. The lessee/lessees shall also be bound to pay compensation to the State Government / District Authority for all losses due to any illegal or unlawful work done by the lessee/lessees or his/their/its employees.
- To abide by rules and regulations

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PART VIII**The covenants of the State Government**

Lessee may
hold and
enjoy rights
quietly

1. The Lessee/Lessees paying the rents and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the Lessee/Lessees to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for an during the term hereby granted without any unlawful interruption from or by the State Government /District Authority, or any person rightfully claiming under it.

Acquisition of
lands of third
parties and
compensation
thereof.

2. If in accordance with the provisions of clause 4 of Part VII of this form the Lessee/Lessees shall offer to pay to occupier of the surface of any part of the said lands compensation for any damage or injury which may arise from the proposed operations of the Lessee/Lessees, and the said occupier shall refuse his consent to the exercise of the right and powers reserved to the State Government/District Authority and demised to the Lessee/Lessees by these presents and the Lessee/Lessees shall reported the matter to the State Government/District Authority and shall deposit with it the amount offered as compensation and if the State Government/District Authority is satisfied that the amount of compensation offered is fair and reason able or if is not so satisfied and the Lessee/Lessees shall have deposited with it such further amount as the State Government/District Authority shall consider fair and reasonable, the State Government shall order the occupier to allow the Lessee/Lessees to enter the land to carry out such operations, as may be necessary for the purpose of this lease. In assessing the amount of such compensation the State Government/District authority shall be guided by the principles of the Land Acquisition Act. If, however the Lessee/Lessees fails/fail to get possession in the lands to carry out such operations, as may be necessary for the purpose of this lease, he/they/it shall not be entitled to claim any damage, reduction in rent or royalties or reduction in any sum payable by him/them/it. The Lessee/ Lessees, by these presents,

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take upon himself/themselves/itself the entire responsibility to secure possession of the surface lands, not belonging to the State Government required for his mining purpose and the State Government has no obligation to do the same.

Liberty to determine surrender or relinquish any part of the leased area.

3. The Lessee/Lessees may at any time determine this lease by giving not less than six calendar months' previous notice in writing to the District Authority and such action shall have to be duly vetted by the District Authority and upon the expiration of such notice, provided that the Lessee/Lessees shall upon such expiration render and pay all rents, royalties, compensation for damages and other moneys, which may then be due and payable under these presents to the State Government or any other person or persons, and shall deliver up these presents to the State Government and then this present lease and the said term and the liberties, powers and privileges hereby granted shall absolutely cease and determine, but without prejudice to any right or remedy of the Governor and for State Government in respect of any breach of any of the covenants or agreements contained in these presents. Such surrender will be non prejudice to any payment or action in the past.

PART IX

General Provisions

1. In case of breach of any of the conditions of the lease, other than mentioned in clauses 2 and 3 of this Part, the State Government may require the Lessee/Lessees or his/their/its transferees or assignees to pay penalty not exceeding an amount equivalent to three times the amount of annual dead rent specified under clause 2, Part V.
2. In case the Lessee/Lessees or his/their/its transferees or assigns obstructs/obstruct or does/do not allow entry or inspection, by the officers authorized by the State Government and in case of breach of

Breach of any condition

Obstruction to inspection

DIRE
MAYE

any of the conditions of the lease mentioned in clause I Part III and clause 15, 16 and 25 of Part VII, the State Government may cancel the lease and forfeit the whole or part of the security deposit and re-enter and take possession of the demised property and mines.

- Breach of any other conditions
3. In case the Lessee/Lessees or his/their/its transferees or assignees commit breach of any of the conditions specified in (clause 4 of Part III) and clauses 2,3,6, 10,26 and Part VII, then and in any such case the State Government shall give notice in writing to the Lessee/Lessees or his/their/its transferees or assignees, as the case may be, asking him/them/it to remedy the breach within thirty days from the date of the notice and if the breach is not remedied within such period, the State Government may determine the lease :

Provided that nothing herein contained shall debar the State Government from enforcing any other right or remedy that the State Government may have against the Lessee/Lessees or his/their/its transferees or assigns, under any other provisions herein contained and re-enter and take possession of the demised property and mines.

Note: The portion within bracket to be omitted if this clause has been omitted in part III.

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To pay penalty in case of breach

4. In case of breaches of the covenants and agreements by the Lessee/Lessees, on which the aforesaid notice has been given, the State Government in lieu of giving notice may impose such penalty not exceeding three times the amount of annual dead rent specified in clause 2 of Part V.

Failure to fulfill the terms of lease due to "Force Majeure"

5. Failure on the part of the Lessee/Lessees to fulfill any of the terms and conditions of this lease shall not give the State Government any claim against the Lessee/Lessees or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force majeure, and if through force majeure the fulfillment by the Lessee/Lessees of any of the terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed

by this lease. In this clause the expression "force Majeure" means act of God, war, insurrection, riot, civil commotion, strike, earthquake, tide, storm, tidal wave; flood, lightning, explosion, fire, and other happenings, which the Lessee/Lessees could not reasonably prevent or control.

Action against breach of clauses 2, 3, 4, of Part VI

6. In case of a breach of clause 2, 3, 4, of Part VI by way of submission of any wrong returns/accounts, the Lessee/Lessees are liable to pay a penalty of a sum of Rs. 5,000/- for each wrong statement to the State Government / District Authority in addition to the dues as per correct figures. In case of a breach of aforesaid clauses by way of late submission of returns within the specified time the lessee shall be liable to pay a penalty of Rs. 100/- per day after expiry of the prescribed date.

Lessee to remove his properties on the expiry of lease

7. The Lessee/Lessees having first paid and discharged the rents and royalties payable by virtue of these person to may at the expiration or sooner determination of the said term or within six calendar months thereafter, take down and remove for his/their/its own benefit all or any engines, machinery, plant, buildings, structures, tramways, railways and other works, erections and conveniences which may have been exacted, set up or placed by the Lessee/Lessees in or upon the said lands and which the Lessee/Lessees is/are not bound to deliver to the State Government under clause 18 of Part VII of this form and which the State Government shall not desire to purchase.

Forfeiture of property left more than six months after determination of lease.

8. If at the end of six calendar months after expiration or sooner determination of the said term or after the date, from which any surrender by the Lessee/Lessees of the said lands under the provisions contained in clause 4 Part VIII of this form become effective, there shall remain in or upon the said land any engines, machinery, plant, buildings, structures, tramways, railways, and other works, erections and conveniences or other property, the same shall, if not removed by the Lessee/Lessees within one calendar month after notice in writing requiring their removal has been given to the

Lessee/Lessees by the Government, be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay and compensation or to account to the Lessee/Lessees in respect thereof.

9. Without prejudice to any other mode of recovery authorized by any provision of this lease or by any law, all amounts falling due hereunder against the Lessee/Lessees may be recovered as a Public Demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.
10. For the purpose of stamp duty, the anticipated royalty is Rs. 14,47,000 (Rupees Fourteen Lakh Forty Seven Thousand only) per year
11. The Managing Agent of the Lessee/Lessees shall be equally responsible and liable as the Lessee/ Lessees.
12. The terms and conditions herein contained may be revised at the option of the State Government when any Act or rules are passed by the Central Government or the State Government for revision of the same, notwithstanding the fact that this lease has been granted in accordance with the West Bengal Minor Minerals concession Rules, 2016. In revising the terms the lease shall be modified so as to ensure conformity with such Act or rules and in such case the State Government shall not be liable to pay any compensation whatsoever on any ground whatsoever for any loss and damage that may be suffered or caused to the Lessee/Lessees.
13. The State Government may, by general or special order, published in the Official Gazette, delegate any or all the powers and functions of the State Government under this indenture to any officer or officers of the State Government, subject to such conditions and restrictions, as may be mentioned in the order.

Recovery under
the Bengal Public
Demands
Recovery Act.

Anticipated
royalty for the
purpose of
Stamp duty.

Responsibility
of Managing
Agents, if any

Modification of
terms and
conditions of
lease

Power to
delegate
authority

7th Dec 2020

Service of notices

14. Every notice by these presents required to be given to the Lessee/Lessees shall be given in writing you such person resident on the said lands, as the Lessee/Lessees may appoint for the purpose of receiving such notice, and if there shall have been no such appointment, then every such notice shall be sent to the Lessee/Lessees by registered post addressed to the Lessee/Lessees at the address recorded in this lease or at such other address in India, as the Lessee/Lessees may from time to time in writing to the State Government or to an office authorized by the State Government in this behalf designate for the receipt of notices, and every such service shall be deemed to be proper and valid service upon the Lessee/Lessees and shall not be questioned or challenged by him.

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

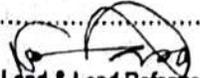
Signed by



District Magistrate
Bankura

70

for and on behalf of the Governor of the State of West Bengal in the presence of



District Land & Land Reforms
Officer, Bankura

Signed by the Lessee/Lessees

31/12/20 3411-

1. Partha Sarathi Goswami
S/o Late Prama Thakur Goswami

in the presence of

Vill + P.O West Sarabardi
Dist. + P.S Bankura 2. Madhusudan
15/12/20
722102
Madhusudan

SPECIMEN FORM FOR TEN FINGERPRINTS

87



31/7

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					

SELLER

Signature.....*[Handwritten Signature]*.....



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					

SELLER/ BUYER

Signature.....



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					

SELLER/ BUYER

Signature.....



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					

SELLER/ BUYER

Signature.....

GRN: 192020210164101011

Payment Mode Online Payment

GRN Date: 11/12/2020 17:03:09

Bank : State Bank of India

BRN : IK0AVUGLOO

BRN Date: 11/12/2020 17:04:10

DEPOSITOR'S DETAILS

Id No. : 3001549196/9/2020

[Query No./Query Year]

Name : Anil Kumar

Contact No. :

Mobile No. : +91 7908091166

E-mail :

Address : PatnaBihar

Applicant Name : Mr Anil Kumar

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Lease, Lease Payment No 9

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	3001549196/9/2020	Property Registration- Stamp duty	0030-02-103-003-02	148450
2	3001549196/9/2020	Property Registration- Registration Fees	0030-03-104-001-16	14689

Total

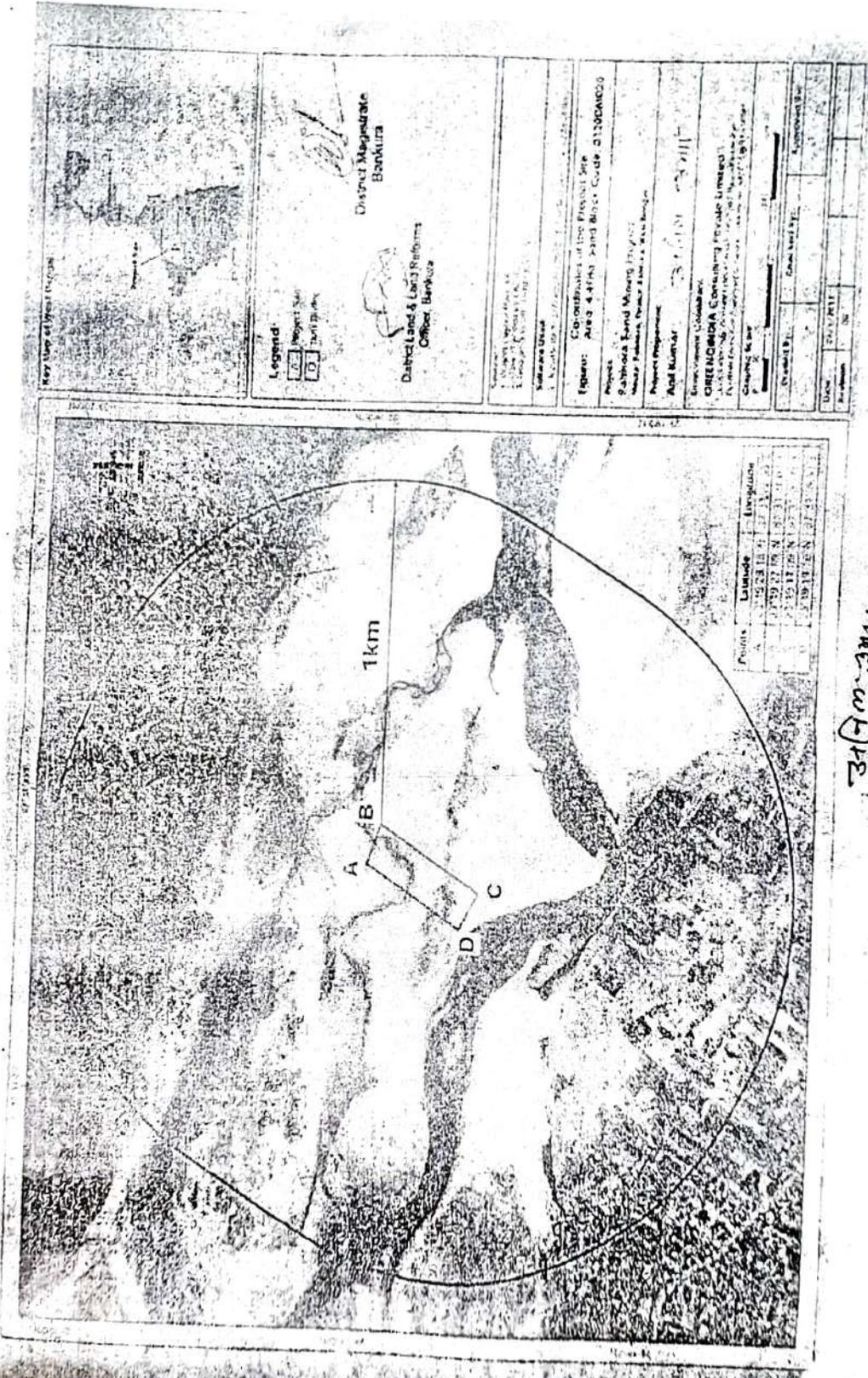
161139

In Words : Rupees One Lakh Sixty One Thousand One Hundred Thirty Nine only

72

E-payment verified successfully
16/12/2020

13



Legend:

- Project Site
- Other

District Magistrate Bankura

District Land & Land Reforms Officer, Bankura

Figure: Coordinates of the Project Site
 Area 4.47 Ha Band Block Code 01200AN00

Project: Subsidized Land Mining Project
 District Bankura, District Bankura, West Bengal

Project Programme: ...

Area Number: ...

Organization: ...

Contract No.: ...

Scale: ...

Date: ...

Prepared by: ...

Checked by: ...

Approved by: ...

31/11/2020

आयकर विभाग
 INCOME TAX DEPARTMENT

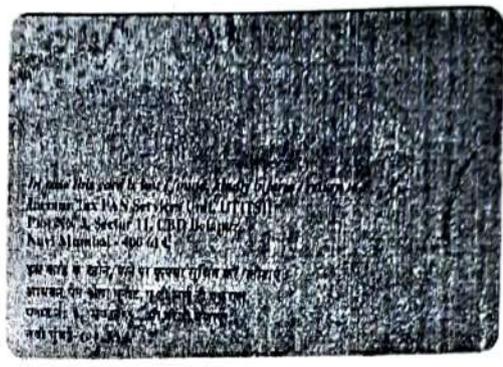
भारत सरकार
 GOVT. OF INDIA

ANIL KUMAR
 RAJESHWAR SINGH

20/01/1977

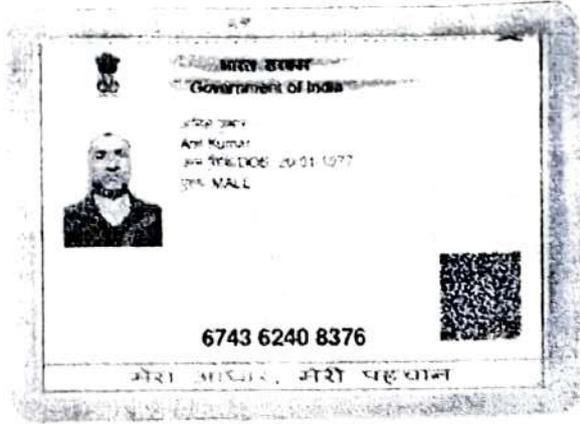
Permanent Account Number
 AXPPK2682N

Anil Kumar
 Signature

अमित कुमार

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श. अ. म. ग. म. ल. -

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ELECTION COMMISSION OF INDIA
IDENTITY CARD
 भारत निर्वाचन आयोग
 पहचान पत्र
 BR/36/210/333186



Elector's Name : Anil Kumar
 निर्वाचक का नाम : अनिल कुमार
 Father's Name : Rajeshwar Singh
 पिता का नाम : राजेश्वर सिंह
 Sex / लिंग : Male / पुरुष
 Age : 25 Years as on 1.1.2002

Address : 69, Boyapur, Maner,
 Town/VIII - Jivarakhan Tola Boyapur,
 Anchal - Maner,
 Distt - Patna - 801603

पता : ६९, ब्यापुर, मनेर,
 शहर/गंवि - जीवराखन टोला ब्यापुर,
 अंचल - मनेर,
 जिला - पटना - ८०१६०३


 Facsimile Signature of
 Electoral Registration Officer
 192, MANER Constituency
 १९२, मनेर निर्वाचन क्षेत्र
 के निर्वाचक, रजिस्ट्रीकरण अधिकारी
 के हस्ताक्षर की अनुकृति

Date : 31/12/2002
 दिनांक : ३१/१२/२००२

BR/36/210/333186

This Card may be used as an Identity Card
 under various Government Schemes
 इस कार्ड का उपयोग विभिन्न सरकारी योजनाओं के अंतर्गत
 पहचान पत्र के रूप में किया जा सकता है

अनिल कुमार -

४६

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পার্ব সারথী গোস্বামী
PARTHA SARATHI GOSWAMI
 পিতা: প্রমথানথ গোস্বামী
 Father: PRAMATHANATH GOSWAMI



জন্ম তারিখ/DOB: 15/02/1968
 লিঙ্গ / Male



8685 0289 2324

আধার - সাধারণ মানুষের অধিকার



আধার
 Government of India

ঠিকানা: পশ্চিম সানাবাধ, সানাবাধ
 পশ্চিম সানাবাধ, বালুকা, পশ্চিমবঙ্গ

Address: WEST
 SANABADH, Sanaband,
 West-sanabandh, Bankura,
 West Bengal, 722181

8685 0289 2324

1547
 1800 300 1547

help@west.gov.in

www.west.gov.in

Partha Sarathi Goswami

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 Government of India
 Government of West Bengal
 PARTHA SARATHI GOSWAMI
 पिता: प्रामथान गौसामी
 Father: PRAMATHANATH GOSWAMI
 18/02/1968
 Male

 8685 0289 2324
 आधार - साधारण मानुषेर अधिकार


 Government of India
 Address: WEST
 SANABADH, Sanaband,
 West-sanabandh, Bankura,
 West Bengal, 722181
 8685 0289 2324
 1800 300 1947
 help@uidai.gov.in
 www.uidai.gov.in

Partha Sarathi Goswami

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Major Information of the Deed

Deed No :	I-0101-03499/2020	Date of Registration	16/12/2020
Query No / Year	0101-3001549196/2020	Office where deed is registered	
Query Date	25/11/2020 2:28:14 PM	0101-3001549196/2020	
Applicant Name, Address & Other Details	Anil Kumar Jivrakhan Tola, Thana : MANER, District : Patna, BIHAR, Mobile No. : 7908091166, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0403] Lease, Lease	[4308] Other than Immovable Property, Agreement [No of Agreement : 5], [4309] Other than Immovable Property, Indemnity Bond [Rs : 17,000/-], [4310] Other than Immovable Property, Security Bond [Rs : 17,000/-]		
Set Forth value	Market Value		
	Rs. 59,20,296/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 1,46,550/- (Article:35)	Rs. 14,721/- (Article:A(1), E, E, E, M(b), H)		
Remarks	Lease Period 5 Years s Average annual Rent Rs 14,64,000/-		

Land Details :

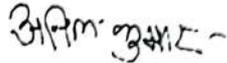
District: Bankura, P.S:- Sonamukhi, Gram Panchayat: PURBANABASAN, Mouza: Palshura, JI No: 140, Pin Code : 722207

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-562 (RS :-)	LR-1	Baluchar	Baluchar	11.1 Acre		59,20,296/-	
Grand Total :					1110Dec	0 /-	59,20,296 /-	

Lessor Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	The Governor Of West Bengal Kolkata, P.O:- Kolkata, P.S:- Maidan, District:-Kolkata, West Bengal, India, PIN - 700001 , State Government Office, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative, Executed by: Representative

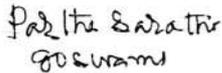
Lessee Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Anil Kumar (Presentant) Son of Rajeshwar Singh Executed by: Self, Date of Execution: 09/11/2020 , Admitted by: Self, Date of Admission: 16/12/2020 ,Place : Office			
		16/12/2020	LTI 16/12/2020	16/12/2020
Son of Rajeshwar Singh Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AXxxxxx2N, Aadhaar No: 67xxxxxxxx8376, Status :Individual, Executed by: Self, Date of Execution: 09/11/2020 , Admitted by: Self, Date of Admission: 16/12/2020 ,Place : Office				

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	District Magistrate Bankura Son of Not Required Bankura, P.O:- Bankura, P.S:- Bankura, District:-Bankura, West Bengal, India, PIN - 722101, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , State Government Office,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : The Governor Of West Bengal (as District Magistrate)			

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Partha Sarathi Goswami Son of Late Pramathanath Goswami West Sanabandh, P.O:- West Sanabandh, P.S:- Bankura, District:- Bankura, West Bengal, India, PIN - 722101			
	16/12/2020	16/12/2020	16/12/2020
Identifier Of Shri Anil Kumar			

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Land Details as per Land Record

District: Bankura, P.S:- Sonamukhi, Gram Panchayat: PURBANABASAN, Mouza: Palshura, JI No: 140, Pin Code : 722207

Sch No	Plot & Khatian Number	Details Of Land	Owner name In English as selected by Applicant
L1	LR Plot No:- 562, LR Khatian No:- 1		Seller is not the recorded Owner as per Applicant.

On 26-11-2020

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 59,20,296/-.

Lo.

Surajit Roy Chowdhury
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. BANKURA
Bankura, West Bengal

On 16-12-2020

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 35 of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 11:02 hrs on 16-12-2020, at the Office of the D.S.R. BANKURA by Shri Anil Kumar, Claimant.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 16/12/2020 by Shri Anil Kumar, Son of Rajeshwar Singh, Jivrakhan Tola, P.O: Byapur, Thana: MANER, Patna, BIHAR, India, PIN - 801503, by caste Hindu, by Profession Business

Indetified by Shri Partha Sarathi Goswami, , Son of Late Pramathanath Goswami, West Sanabandh, P.O: West Sanabandh, Thana: Bankura, Bankura, WEST BENGAL, India, PIN - 722101, by caste Hindu, by profession Others

Admission Execution (for exempted person)

Execution by District Magistrate Bankura, District Magistrate, The Governor Of West Bengal, Kolkata, P.O:- Kolkata, P.S:- Maidan, District:-Kolkata, West Bengal, India, PIN - 700001

who is exempted FROM his personal appearance in this office under section 88 of Registration Act XVI of 1908, is proved by his seal AND signature.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14,721/- (A(1) = Rs 14,640/- ,E = Rs 49/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 14,689/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/12/2020 5:04PM with Govt. Ref. No: 192020210164101011 on 11-12-2020, Amount Rs: 14,689/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AVUGLOO on 11-12-2020, Head of Account 0030-03-104-001-16

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Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 1,46,550/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 1,46,450/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 441, Amount: Rs.100/-, Date of Purchase: 10/01/2019, Vendor name: Gopinath Pal

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/12/2020 5:04PM with Govt. Ref. No: 192020210164101011 on 11-12-2020, Amount Rs: 1,46,450/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AVUGLO0 on 11-12-2020, Head of Account 0030-02-103-003-02

Lo.

Surajit Roy Chowdhury
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. BANKURA
Bankura, West Bengal

8-82

P02

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0101-2020, Page from 107492 to 107540
being No 010103499 for the year 2020.



Digitally signed by Surajit roy chowdhury
Date: 2020.12.17 16:47:04 +05:30
Reason: Digital Signing of Deed.

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(Surajit Roy Chowdhury) 2020/12/17 04:47:04 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. BANKURA
West Bengal.

Certified to be a true copy

Checked by
Surya
23/12/20

(District Sub-Registrar)
Bankura

23.12.20

(This document is digitally signed.)

Approved & Bank Payment Made

Mineral Type *

Sand

Select District

BANKURA

Select Lessee

Anil Kumar [AXPPK2682N]

Permit Date :

From

01/01/2021

To

24/06/2024

View Report

Total No of Active Permits : 41

Sl. No.	Permit Id & Date	Lessee & Minor Mineral Block Details	Permit Details
1	2857/S/21-22/280322020111/PT 28/03/2022 <i>Approved on 25/11/2021</i> ✓	Lessee Anil Kumar [AXPPK2682N] Minor Mineral Block Damodar [393/SB2021]	Validity From 26/11/2021 Validity Upto 31/12/2021 Approved Qty (in Cft) 50000.00 Residual Qty(in Cft) 0.00
2	16571/S/22-23/070522054457/PT 07/05/2022 <i>Approved on 29/04/2022</i> ✓	Lessee Anil Kumar [AXPPK2682N] Minor Mineral Block Damodar [393/SB2021]	Validity From 30/04/2022 Validity Upto 18/05/2022 Approved Qty (in Cft) 100000.00 ✓ Residual Qty(in Cft) 0.00
3	17079/S/22-23/110522074238/PT 11/05/2022 <i>Approved on 10/05/2022</i>	Lessee Anil Kumar [AXPPK2682N] Minor Mineral Block Damodar [393/SB2021]	Validity From 11/05/2022 Validity Upto 31/05/2022 Approved Qty (in Cft) 100000.00 Residual Qty(in Cft) 0.00
4	17531/S/22-23/160522080651/PT 16/05/2022 <i>Approved on 17/05/2022</i>	Lessee Anil Kumar [AXPPK2682N] Minor Mineral Block Damodar [393/SB2021]	Validity From 13/05/2022 Validity Upto 31/05/2022 Approved Qty (in Cft) 100000.00 Residual Qty(in Cft) 0.00
5	17851/S/22-23/180522080838/PT 18/05/2022 <i>Approved on 17/05/2022</i>	Lessee Anil Kumar [AXPPK2682N] Minor Mineral Block Damodar [393/SB2021]	Validity From 18/05/2022 Validity Upto 31/05/2022 Approved Qty (in Cft) 50000.00 Residual Qty(in Cft) 0.00

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e-Supply Chain of Minor Mineral

14		Damodar [393/SB2021]	Approved Qty (in Cft)	500000.00 ✓
			Residual Qty(in Cft)	0.00
15	29173/S/22-23/271222123927/PT 27/12/2022 Approved on 16/12/2022	Lesse Anil Kumar [AXPPK2682N] Minor Mineral Block Damodar [393/SB2021]	Validity From	17/12/2022
			Validity Upto	19/01/2023
			Approved Qty (in Cft)	400000.00 ✓
			Residual Qty(in Cft)	0.00
16	37656/S/23-24/140523083201/PT 14/05/2023 Approved on 02/05/2023	Lesse Anil Kumar [AXPPK2682N] Minor Mineral Block Damodar [393/SB2021]	Validity From	28/04/2023
			Validity Upto	10/06/2023
			Approved Qty (in Cft)	200000.00 ✓
			Residual Qty(in Cft)	0.00
17	38280/S/23-24/230623090659/PT 23/06/2023 Approved on 15/05/2023	Lesse Anil Kumar [AXPPK2682N] Minor Mineral Block Damodar [393/SB2021]	Validity From	14/05/2023
			Validity Upto	26/06/2023
			Approved Qty (in Cft)	200000.00 ✓
			Residual Qty(in Cft)	0.00
18	40241/S/23-24/240623065727/PT 24/06/2023 Approved on 23/06/2023	Lesse Anil Kumar [AXPPK2682N] Minor Mineral Block Damodar [393/SB2021]	Validity From	22/06/2023
			Validity Upto	30/06/2023
			Approved Qty (in Cft)	200000.00 ✓
			Residual Qty(in Cft)	0.00
19	40327/S/23-24/260623043917/PT 26/06/2023 Approved on 26/06/2023	Lesse Anil Kumar [AXPPK2682N] Minor Mineral Block Damodar [393/SB2021]	Validity From	25/06/2023
			Validity Upto	30/06/2023
			Approved Qty (in Cft)	200000.00 ✓
			Residual Qty(in Cft)	0.00
20	40401/S/23-24/270623093454/PT 27/06/2023 Approved on 27/06/2023	Lesse Anil Kumar [AXPPK2682N] Minor Mineral Block Damodar [393/SB2021]	Validity From	26/06/2023
			Validity Upto	30/06/2023
			Approved Qty (in Cft)	400000.00 ✓
			Residual Qty(in Cft)	0.00
21	40433/S/23-24/280623081536/PT 28/06/2023 Approved on 28/06/2023	Lesse Anil Kumar [AXPPK2682N] Minor Mineral Block Damodar [393/SB2021]	Validity From	28/06/2023
			Validity Upto	30/06/2023
			Approved Qty (in Cft)	300000.00 ✓
			Residual Qty(in Cft)	0.00
22	42133/S/23-24/191223014937/PT 19/12/2023 Approved on 18/12/2023	Lesse Anil Kumar [AXPPK2682N] Minor Mineral Block Damodar [393/SB2021]	Validity From	19/12/2023
			Validity Upto	01/02/2024
			Approved Qty (in Cft)	200000.00 ✓
			Residual Qty(in Cft)	

23	<p>42132/S/23-24/271223104513/PT 27/12/2023</p> <p>Approved on 22/12/2023 ✓</p>	<p>Lesse Anil Kumar [AXPPK2682N]</p> <p>Minor Mineral Block Damodar [393/SB2021]</p>	<p>Validity From</p> <p>Validity Upto</p>	<p>23/12/2023</p> <p>31/01/2024</p>
			<p>Approved Qty (in Cft)</p> <p>Residual Qty(in Cft)</p>	<p>100000.00</p> <p>0.00</p>
24	<p>42760/S/23-24/090124113628/PT 09/01/2024</p> <p>Approved on 06/01/2024 ✓</p>	<p>Lesse Anil Kumar [AXPPK2682N]</p> <p>Minor Mineral Block Damodar [393/SB2021]</p>	<p>Validity From</p> <p>Validity Upto</p>	<p>06/01/2024</p> <p>15/02/2024</p>
			<p>Approved Qty (in Cft)</p> <p>Residual Qty(in Cft)</p>	<p>200000.00 ✓</p> <p>0.00</p>
25	<p>42809/S/23-24/240124054204/PT 24/01/2024</p> <p>Approved on 09/01/2024</p>	<p>Lesse Anil Kumar [AXPPK2682N]</p> <p>Minor Mineral Block Damodar [393/SB2021]</p>	<p>Validity From</p> <p>Validity Upto</p>	<p>09/01/2024</p> <p>18/02/2024</p>
			<p>Approved Qty (in Cft)</p> <p>Residual Qty(in Cft)</p>	<p>100000.00 ✓</p> <p>0.00</p>
26	<p>43445/S/23-24/310124072135/PT 31/01/2024</p> <p>Approved on 30/01/2024</p>	<p>Lesse Anil Kumar [AXPPK2682N]</p> <p>Minor Mineral Block Damodar [393/SB2021]</p>	<p>Validity From</p> <p>Validity Upto</p>	<p>30/01/2024</p> <p>29/02/2024</p>
			<p>Approved Qty (in Cft)</p> <p>Residual Qty(in Cft)</p>	<p>200000.00 ✓</p> <p>0.00</p>
27	<p>43570/S/23-24/270224112016/PT 27/02/2024</p> <p>Approved on 01/02/2024 ✓</p>	<p>Lesse Anil Kumar [AXPPK2682N]</p> <p>Minor Mineral Block Damodar [393/SB2021]</p>	<p>Validity From</p> <p>Validity Upto</p>	<p>01/02/2024</p> <p>10/03/2024</p>
			<p>Approved Qty (in Cft)</p> <p>Residual Qty(in Cft)</p>	<p>100000.00 ✓</p> <p>0.00</p>
28	<p>44432/S/23-24/110324052245/PT 11/03/2024</p> <p>Approved on 09/03/2024</p>	<p>Lesse Anil Kumar [AXPPK2682N]</p> <p>Minor Mineral Block Damodar [393/SB2021]</p>	<p>Validity From</p> <p>Validity Upto</p>	<p>09/03/2024</p> <p>15/04/2024</p>
			<p>Approved Qty (in Cft)</p> <p>Residual Qty(in Cft)</p>	<p>100000.00 ✓</p> <p>0.00</p>
29	<p>44647/S/23-24/190324054800/PT 19/03/2024</p> <p>Approved on 19/03/2024</p>	<p>Lesse Anil Kumar [AXPPK2682N]</p> <p>Minor Mineral Block Damodar [393/SB2021]</p>	<p>Validity From</p> <p>Validity Upto</p>	<p>19/03/2024</p> <p>20/04/2024</p>
			<p>Approved Qty (in Cft)</p> <p>Residual Qty(in Cft)</p>	<p>100000.00 ✓</p> <p>0.00</p>
30	<p>44769/S/23-24/290324064030/PT 29/03/2024</p> <p>Approved on 28/03/2024</p>	<p>Lesse Anil Kumar [AXPPK2682N]</p> <p>Minor Mineral Block Damodar [393/SB2021]</p>	<p>Validity From</p> <p>Validity Upto</p>	<p>28/03/2024</p> <p>28/04/2024</p>
			<p>Approved Qty (in Cft)</p> <p>Residual Qty(in Cft)</p>	<p>100000.00</p> <p>0.00</p>
	<p>44958/S/24-25/060424083632/PT 06/04/2024</p>	<p>Lesse Anil Kumar [AXPPK2682N]</p>	<p>Validity From</p>	<p>05/04/2024</p>

Sl. No.	Contract No.	Contract Date	Contract Type	Contract Holder	Block No.	Validity From	Validity Upto	Approved Qty (in Cft)	Residual Qty(in Cft)
31	45212/S/24-25/190424030032/PT	19/04/2024	Lessee	Anil Kumar [AXPPK2682N]	Minor Mineral Block Damodar [393/SB2021]	08/05/2024	15/04/2024	200000.00	0.00
32	45333/S/24-25/300424102953/PT	30/04/2024	Lessee	Anil Kumar [AXPPK2682N]	Minor Mineral Block Damodar [393/SB2021]	15/05/2024	15/05/2024	100000.00	0.00
33	45332/S/24-25/250424020519/PT	25/04/2024	Lessee	Anil Kumar [AXPPK2682N]	Minor Mineral Block Damodar [393/SB2021]	23/04/2024	02/06/2024	100000.00	0.00
34	45657/S/24-25/150524043957/PT	15/05/2024	Lessee	Anil Kumar [AXPPK2682N]	Minor Mineral Block Damodar [393/SB2021]	07/05/2024	13/06/2024	100000.00	0.00
35	45712/S/24-25/180524124106/PT	18/05/2024	Lessee	Anil Kumar [AXPPK2682N]	Minor Mineral Block Damodar [393/SB2021]	10/05/2024	17/06/2024	200000.00	0.00
36	46022/S/24-25/260524093735/PT	26/05/2024	Lessee	Anil Kumar [AXPPK2682N]	Minor Mineral Block Damodar [393/SB2021]	20/05/2024	20/06/2024	100000.00	0.00
37	46237/S/24-25/010624084220/PT	01/06/2024	Lessee	Anil Kumar [AXPPK2682N]	Minor Mineral Block Damodar [393/SB2021]	31/05/2024	20/06/2024	100000.00	0.00
38	46411/S/24-25/080624053849/PT	08/06/2024	Lessee	Anil Kumar [AXPPK2682N]	Minor Mineral Block Damodar [393/SB2021]	08/06/2024	10/06/2024	200000.00	0.00
39									

40	<p>46461/S/24-25/180624082131/PT 18/06/2024</p> <p><i>Approved on 11/06/2024</i></p>	<p>Lesse Anil Kumar [AXPPK2682N]</p> <p>Minor Mineral Block Damodar [393/SB2021]</p>	<p>Residual Qty(in Cft) 85923.00</p> <p>Validity From 11/06/2024</p> <p>Validity Upto 30/06/2024</p> <p>Approved Qty (in Cft) 500000.00</p> <p>Residual Qty(in Cft) 0.00</p>
41	<p>46574/S/24-25/200624121917/PT 20/06/2024</p> <p><i>Approved on 18/06/2024</i></p>	<p>Lesse Anil Kumar [AXPPK2682N]</p> <p>Minor Mineral Block Damodar [393/SB2021]</p>	<p>Validity From 18/06/2024</p> <p>Validity Upto 30/06/2024</p> <p>Approved Qty (in Cft) 500000.00</p> <p>Residual Qty(in Cft) 0.00</p>

Authorization Letter

I, being the District Magistrate and Collector, Bankura and also being the Respondent No. 3 in connection with the OA No. 106/2024/EZ in the matter of Jafar Iquebal -Vs.- The West Bengal Pollution Control Board and Ors, do hereby authorize Shri Vivek Dattatraya Bhasme, S/o- Shri Dattatraya Rambhau Bhasme, the Additional District Magistrate & District Land and Land Reforms Officer, Bankura for filing the Affidavit before the Hon'ble National Green Tribunal (Eastern Zone Bench), Kolkata on behalf of me in connection with the OA No. 106/2024/EZ in the matter of Jafar Iquebal -Vs.- The West Bengal Pollution Control Board and Ors.



Signature of authorized Officer

Attested by me.



District Magistrate & Collector,
Bankura



District Magistrate & Collector
Bankura

BEFORE THE HON'BLE NATIONAL
GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

O. A. NO. 106/2024/EZ

In the matter of:

Jafar Iquebal

....Applicant

-Vs-

The West Bengal Pollution Control
Board & Ors.

... Respondents.

Affidavit on behalf of the respondent
no.3, District Magistrate, Bankura.

RAJIB RAY

Advocate

Bar Association Room No. 13,

High Court, Calcutta

Mob-9830132729/7980422764

Chamber: 28, Fakir Chand Mitra
Street, Kolkata- 700009.

Email: rajib.ray23@gmail.com

