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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO. 111/2024/EZ

In The Matter of:

Subhas Datta

... Applicant



Versus

State of West Bengal & Ors.

... Respondents

COUNTER AFFIDAVIT ON BEHALF OF THE RESPONDENT NUMBER 03,
IRRIGATION & WATERWAYS DEPARTMENT, GOVERNMENT OF WEST
BENGAL.

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Filed by

Sibojyoti Chakrabarti
SIBOJYOTI CHAKRABARTI

Advocate

For The State of West Bengal

Email: subho.advocate@gmail.com

(M): 9007035534





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COUNTER AFFIDAVIT ON BEHALF OF THE RESPONDENT NUMBER 03,
IRRIGATION & WATERWAYS DEPARTMENT, GOVERNMENT OF WEST
BENGAL.

I, Priyam Goswami, S/O Late Pranab Kumar Goswami aged 51 years by
faith Hindu and by occupation-Service, presently posted as Executive
Engineer, Siliguri Irrigation Division, the Irrigation & Waterways
Department, Government of West Bengal, having office address at
Mahanandapara, 26, Nabin Sen Road, Siliguri, District: Darjeeling, Pin-
734001, West Bengal, do hereby solemnly affirm and submit as follows:-



1. That I am presently posted as the Executive Engineer, Siliguri Irrigation Division, the Irrigation & Waterways Department, Government of West Bengal, having office address at Mahanandapara, 26, Nabin Sen Road, Siliguri, District: Darjeeling, Pin-734001 and in the instant original application the Irrigation & Waterways Department, Government of West Bengal, being impleaded as respondent number 03 above-named. I am competent to swear and affirm this affidavit for and on behalf of myself and on behalf of the Irrigation and Waterways department, Government of West Bengal.
 2. That the Joint Secretary, Irrigation & Waterways Department, Government of West Bengal vide letter date 24.07.2024 had authorized the Executive Engineer, Siliguri Irrigation Division, the Irrigation & Waterways Department, Government of West Bengal, to take all necessary steps including affirming affidavit and sign papers in connection with the instant original application on behalf of the Secretary, Irrigation Division, the Irrigation & Waterways Department, Government of West Bengal.
- Photocopy of the letter dated 24.07.2024 in which the Joint Secretary has authorized the Executive Engineer, Siliguri Irrigation Division, the Irrigation & Waterways Department, Government of West Bengal to swear affidavit on behalf of the Secretary, Irrigation & Waterways Department, Government of West Bengal is annexed herewith and marked with the letter 'R-1'.
3. That this Counter Affidavit is being filed in compliance and obedience to the Solemn Order dated 09.07.2024, passed by the Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata.
 4. That it is stated that with regard to the construction of crusher on Teesta river bed by sub-agency under control of executing agency IRCON International Ltd., the said site was earlier inspected on dated 12.10.2022 and the details were verified from the records of site office





of IRCON situated at Sevoke. It has been revealed that the crusher had been established over railway land and a MOU was signed between Ministry of Railways represented by Senior Divisional Engineer, Co-Ord, APDJ Division, (North Frontier) N.F. Railway and IRCON for lease of railway land for 5 years executed on 25th day of July, 2022.

Photocopy of the Inspection Report dated 12.10.2022 and the MOU executed on 25th July, 2022 are collectively annexed herewith and marked with the letter 'R-2'.

5. That the set of crusher had been done to facilitate construction of Sevoke Rangpo New B-G Line project. In the agreement it is clearly stated that on termination of the agreement, the IRCON International Ltd., should remove all materials from the railway land and the land should be cleared within one month.
6. That since, the bank line of river Teesta is intact beside NH-31 and there is no major threat of bank line due to erosion as predominant flow of river passes through left flank for presence of huge natural deposition towards right flank. The crusher location is high over deposition and there is no immediate threat towards bank line protection work done by Irrigation Department.
7. The this deponent humbly submits that he is aware about the guidelines for stone crushing units dated 2009 issued by CPCB recorded by National Green Tribunal Special Bench, that minimum distance of 200 m is to be maintained from the bank line of river or any structure located nearby. Minimum distance norms for setting up crusher unit was not followed due to non-availability of proper location as stated by construction agency. Even though NOC is not obtained either by railway authority or the executing agency from Irrigation Department, Govt. of West Bengal.





8. That on further enquiry it is revealed that the tunnel extraction materials is being deposited at downstream of Nandi Khola done by the sub-agencies under control of IRCON International Ltd. due to non availability of suitable land for such huge deposition. To facilitate the deposition of the tunnel cutting debris, a DI Fund Land parcel of 12 Acres beside NH-31 was leased by the District Administration, Darjeeling for 5 (five) years commencing from 19.03.2020 with deposition of D.D. bearing No. 591348 amounting Rs. 2,54,04,195.00 (Rupees two crore fifty-four lakh four thousand one hundred and ninety-five) only in favour of the Administrator DI Fund, Darjeeling.

Photocopy of the Lease Agreement as above stated and photocopy of the demand draft are collectively annexed herewith and marked with the letter 'R-3'.

9. That with regard to the culvert over Nandi Khola, the tributary of river Teesta at Sevoke passing below NH-32, this deponent states that culvert was made by executing agency of railway for Sevoke Rangpo tunnels (T₁ & T₂) to carry the excavated materials to the dumping area. Undertaking has also been given by the executing agency to the District Administration regarding dismantling plan of temporary culvert over Nandi Khola, vide ref. no. IRCON/2046/NFR-SRRP/LA/Revenue/WB/ 06/3258 dated 20.05.2022.

Photocopy of the Undertaking as above referred to is annexed herewith and marked with the letter 'R-4'.

10. That a recent inspection was carried out by the deponent with regard to verify the allegations as stated in the original application on 12.08.2024 and 27.08.2024 and the following observations were made:

That there is a crushing unit is set up by an agency named Ratan Garg under control of executing agency sublet by Ircon International Ltd. for construction activities of tunnel no. T₁ & T₂ for Sevoke-Rangpo





broad gauge line. The crushing unit is situated near rail bridge at Sevoke beside NH-31 over railway land within 200 m from both Railway and NH-31. Though the land belongs to railway, any construction activity within riverine portion should be intimated to the Irrigation & Waterways Department for NOC. However, no such NOC was taken neither by railway authority nor the executing agency. Correspondences revealed that due to non-availability of land, the crushing unit was set up over the Railway land in concern. Furthermore, admitting the fact, it is observed that certain norms as recommended by CPCB and further envisaged by National Green Tribunal, special bench in respect to O.A. 136(2015) EZ on 30/05/2022 for setting up and operation of stone crushing unit.

Photocopy of License Agreement of Ratan Garg and permission letters of SDO, Kurseong is marked as 'R-8'.

The point of concerns :-

- i) Physical distance of stone crushing unit is not within 200 m from both NH-31 & railway bridge.
- ii) Water sprinkler arrangement is not there for collected raw materials.
- iii) Crusher unit is not completely covered by GI/MS sheet at top and three sides except conveyor belt portion. Removable sheet or door is not available towards conveyor belt.
- iv) Dust extraction system connected with bag filter is not visible.
- v) Majority of conveyor belts are covered but some are kept open.
- vi) No arrangement is there to make the crushed materials wet.
- vii) Wind breaking wall with GI/MS or brick is not provided even green belt of 2 to 3 rows of high trees is not visible.
- viii) Some water sprinkler arrangement is visible at camp office premises and connecting road.





A temporary culvert was constructed over Nandikhola, a tributary of river Teesta, passing west to east direction and a passage of local catchment, north perennial in nature having a discharge around 100-150 cumecs during monsoon. The culvert constructed as a causeway with sufficient ventage of hume pipe and any surplus flow may pass over it without causing any damage to the local habitation. The crushing unit does not interfere the passage of water at present situation. The causeway is purely temporary structure as mentioned by the executing agency to the district administration and proper dismantling will be followed after the completion of tunnel construction work. Since, there is no accessibility to carrying the debris, coming out from tunnel cutting to the land provided by the District Administration to the executing agency, the culvert (i.e. low height causeway) will be functional.

Deposition of excavated materials coming out from Tunnel :-

since, Sevoke is hilly region and there is no available sufficient vacant land to deposit the tunnel excavated stoney earth, the executing agency approached to the District Administration and a piece of DI Land of 12 acre within right flank Char land of river Teesta beside NH-31 had been given by the District Administration on lease basis for 5 years commencing from 01/06/2020. However, no future plan for debris removal from river bed has been given to the District Administration by Ircon International Ltd., the executing agency of Sevoke-Rangpo rail line.

Suggestions of Inspecting Officer:

- (a) In regard of the crushing unit proper care has to be taken in respect of points mentioned above for crushing unit and the guidelines as laid down by CPCB is to be strictly followed by the executing agency.
- (b) Ventage of culvert (causeway) should be made clear for storm run off. After the completion of project work, the temporary causeway is to be





dismantled and waterways of Nandikhola is to be cleared completely as previous.

- (c) Deposition of tunnel cutting debris has to be removed completely from bed of Teesta River after completion of work within leased period i.e. within 01.06.2025. So that waterway of river Teesta becomes unhindered.

On the basis of enquiry and findings, the Ircon International Ltd. is already asked vide this office Memo. No. 639 dated 12.08.2024 to provide the future plan in order to maintain environmental aspects as well as maintain river green, free from debris, deposited materials, pollutants etc.

All the relevant documents pertaining to the enquiry and photographs of location in concern are annexed hereto for kind consideration of Hon'ble Tribunal.

Photocopy of the Inspection Report dated 12.08.2024 and 27.08.2024 is annexed herewith and marked with the letter 'R-5'.

11. That it is also stated that Periodic supervision is being made over the zone in question particularly during rainy season and till date no adverse effect of either water logging, bank erosion and other structural hazard has yet been observed. The photographs are also enclosed for kind perusal of the Hon'ble Tribunal.

Photographs are annexed herewith and marked with the letter 'R-6'.

12. That in this regard a letter is also being issued to the IRCON International vide letter dated 12.08.2024 by the deponent inter alia seeking certain information and also requiring to take preventive and precautionary measures.

Photocopy of the letter dated 12.08.2024 written by the Executive Engineer, Siliguri Division, Irrigation and Waterways department,



X

Government of West Bengal to the IRCON International is annexed herewith and marked with the letter 'R-7'.

13. That it is most respectfully prayed that this Hon'ble Tribunal may kindly be pleased to pass necessary Order/Orders as is deemed fit for the ends of justice and that the deponent has high regard to the Order/Orders as passed by this Hon'ble Tribunal.

Identified by me

Sibojyoti Chakrabarti

Advocate

State of West Bengal

Priyam
30/08/24
(PRIYAM GOSWAMI)
Executive Engineer
Siliguri Irrigation Division
Deponent Siliguri



VERIFICATION:

I, the deponent above- named, do hereby verify and declare that the statements made in the aforesaid paragraphs are true and correct to the best of my knowledge and information and I believe that nothing material has been concealed there from.

Verified at Kolkata on the 30th Day of August, 2024.

Identified by me

Sibojyoti Chakrabarti

Advocate

State of West Bengal

Priyam
29/08/24
(PRIYAM GOSWAMI)
Executive Engineer
Siliguri Irrigation Division
Deponent Siliguri

Solemnly Affirmed

Declared before me on Identification of Advocate

S.K. Datta
S. K. DATTA
NOTARY

01.9.2024

SANTOSH KUMAR DATTA
NOTARY
60/1A, Hari Ghosh Street
Kolkata-700006
Ragn. No.- 24 of 1996

01 SEP 2024

S.L. NO. 06/01/9/2024





Government of West Bengal
Irrigation & Waterways Department
Jalasangrahalaya, 3rd Floor, Salt Lake, Kolkata- 700091.

No. 2003-IE-2L-07/24

Date: 24/07/2024

ORDER

In exercise of the Power conferred under Order XXVII, Rule 2 of the Code of Civil Procedure 1908, the undersigned is directed to authorize the **Executive Engineer, Siliguri Irrigation Division**, Irrigation & Waterways Directorate, Govt. of West Bengal, to take all necessary steps before Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata in **OA No. 111/2024/EZ** in the matter of **Subhas Dattta -Vs.- The State of West Bengal & Ors.** and to affirm Affidavit and sign all papers in connection with the same on behalf of the Secretary, Irrigation & Waterways Department, Government of West Bengal in consultation with Mr. Sibojyoti Chakrabarti, Ld. State Advocate, National Green Tribunal, Eastern Zone Bench, Kolkata.

sdt
Joint Secretary to the Government of West Bengal

No. 2003/1(5)-IE

Date: 24/07/2024

Copy forwarded for information & necessary action to:-

1. The Chief Engineer (North East), I & W Dte. Govt. Of West Bengal, Jalapath Bhawan, Club Road, P.O. & Dist- Jalpaiguri, Pin- 735101.
2. The Superintending Engineer, North East Irrigation Circle-II, I & W Dte., Govt. Of West Bengal, Jalapath Bhawan, Club Road, P.O. & Dist- Jalpaiguri, Pin- 735101.
- ✓ 3. The Executive Engineer, Siliguri Irrigation Division, Irrigation & Waterways Directorate, Govt. of West Bengal, 26, Nabin Sen Road, Mahananda Para, P.O.- Siliguri, Dist- Darjeeling, Pin- 734001. -- He is requested to contact Mr. Mr. Sibojyoti Chakrabarti, Ld. State Advocate (Cell No. 9007035534) of Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata with all relevant papers and documents in connection with the matter and make all necessary arrangements for preparing affidavit-in-opposition and to defend the instant case.
4. Mr. Mr. Sibojyoti Chakrabarti, Ld. State Advocate, National Green Tribunal, Eastern Zone Bench, Kolkata.
5. Office of the Ld. L.R., W.B., 2 & 3 K.S. Roy Road, City Civil Court Buildings, 5th Floor, Kolkata - 700001. ---with a request for issuance of formal engagement order in favour of Mr. Mr. Sibojyoti Chakrabarti, Ld. State Advocate, National Green Tribunal, Eastern Zone Bench, Kolkata.

BN
Joint Secretary to the Government of West Bengal



Government of West Bengal
Irrigation & Waterways Department
Jalasangrahalaya, 3rd Floor, Salt Lake, Kolkata- 700091.

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3. The Executive Engineer, Siliguri Irrigation Division, Irrigation & Waterways Directorate, Govt. of West Bengal, 26, Nabin Sen Road, Mahananda Para, P.O.- Siliguri, Dist- Darjeeling, Pin- 734001. -- *He is requested to contact Mr. Mr. Sibojyoti Chakrabarti, Ld. State Advocate (Cell No. 9007035534) of Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata with all relevant papers and documents in connection with the matter and make all necessary arrangements for preparing affidavit-in-opposition and to defend the instant case.*
- ✓ 4. Mr. Mr. Sibojyoti Chakrabarti, Ld. State Advocate, National Green Tribunal, Eastern Zone Bench, Kolkata.
5. Office of the Ld. L.R., W.B., 2 & 3 K.S. Roy Road, City Civil Court Buildings, 5th Floor, Kolkata – 700001. ---with a request for issuance of formal engagement order in favour of Mr. Mr. Sibojyoti Chakrabarti, Ld. State Advocate, National Green Tribunal, Eastern Zone Bench, Kolkata.

BM
Joint Secretary to the Government of West Bengal

**INSPECTION REPORT IN CONNECTION WITH THE SETTING UP OF CRUSHING UNIT
NEAR TEESTA RAIL BRIDGE BESIDE NH-31 UNDER SEVOKE GRAM PANCHAYATE**

Sl. No.	Particulars	Remarks
1.	Name of Unit & Address	Stone crusher unit. Name and address of the owner is not found at the premises.
2.	Date & Time of Inspection:	On dt. 12/10/2022 at 2:30 pm
3.	Name of Municipality/Gram Panchayet & Police Station	Sevoke Gram Panchayate / Sevoke Outpost under Bhaktinagar Police Station
4.	Name with designation of Inspecting Officer	Sri Priyam Goswami, Executive Engineer, Siliguri Irrigation Division, I&W.D.
5.	Statutory Licenses produced (If any)	Not produced
6.	Observations of Inspecting Officer :-	
	<p>Crushing Unit :- The crushing unit is set up by an agency not shown at premises under control of executing agency Ircon International Ltd. for construction activities of tunnel no. T₁ & T₂ for Sevoke-Rangpo broad gauge line. The crushing unit is situated near rail bridge at Sevoke beside NH-31 over railway land. Though the land belongs to railway, any construction activity within riverine portion should be intimated to the Irrigation & Waterways Department for NOC. However, no such NOC was taken neither by railway authority nor the executing agency. Physical distance of stone crushing unit is not within 200 m from both NH-31 & railway bridge.</p> <p>Culvert over Nandikhola :- A temporary culvert was constructed over Nandikhola, a tributary of river Teesta, passing west to east direction and a passage of local catchment, north perennial in nature having a discharge around 100-150 cumecs during mosoon. The culvert constructed as a causeway with sufficient vantage of hume pipe and any surplus flow may pass over it without causing any damage to the local habitation. The crushing unit does not interfere the passage of water at present situation. The causeway is purely temporary structure as mentioned by the executing agency to the district administration and proper dismantling will be followed after the completion of tunnel construction work. Since, there is no accessibility to carrying the debris, coming out from tunnel cutting to the land provided by the District Administration to the executing agency, the culvert (i.e. low height causeway) will be functional.</p>	



	<p>Deposition of excavated materials coming out from Tunnel :- since, Sevoke is hilly region and there is no available sufficient vacant land to deposit the tunnel excavated stoney earth, the executing agency approached to the District Administration and a piece of DI Land of 12 acre within right flank Char land of river Teesta beside NH-31 had been given by the District Administration on lease basis for 5 years commencing from 01/06/2020. However, no future plan for debris removal from river bed has been given to the District Administration by Ircon International Ltd., the executing agency of Sevoke-Rangpo rail line.</p>	
7.	<p>Suggestions of Inspecting Officer</p>	<p>(a) NOC is asked verbally from IRCON International Ltd. to set up crushing unit for railway project.</p> <p>(b) Ventage of culvert (causeway) should be made clear for storm run off. After the completion of project work, the temporary causeway is to be dismantled and waterways of Nandikhola is to be cleared completely as previous.</p> <p>(c) Deposition of tunnel cutting debris has to be removed completely from bed of Teesta River after completion of work within leased period i.e. within 01/06/2025. So that waterway of river Teesta becomes unhindered.</p>
8.	<p>Remarks of Inspecting Officer</p>	<p>On the basis of enquiry and findings, the Ircon International Ltd. was instructed to maintain the environmental protocols related to the crushing unit. They also asked to ensure clear passage of water through Nandikhola. A comprehensive plan was also asked verbally from them for removal plan of debris. They were ready to co-operate and maintain the guidelines at that time.</p>

Inspected by me

Priyam Goswami
12/10/22

Signature

(PRIYAM GOSWAMI)

Executive Engineer

Siliguri Irrigation Division

Siliguri

Place : Siliguri

Date : 12/10/2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AE 889782

This Memorandum of Understanding (hereinafter refer to as MOU) is made on the.....^{25th}..... day of.....^{July}..... 2022 by and between:

1. The Ministry of Railways represented by Sr. Divisional Engineer/Co-Ord./APDJ Division, N.F. Railway (hereinafter refer to as MoR)

AND

2. The IRCON International Ltd. represented acting through GM/PH / Sivok -I, through it's Project Office at Block 'C', 2nd floor, P.C. Mittal Bus Stand, Po. Sivok Road, Ps. Bhaktinagar Dist. Darjeeling, Pin. 734001 (West Bengal) hereinafter referred to "IRCON" as licensee.

The expressions "MoR" and "IRCON" shall wherever the context admits, mean and include their respective successor-in-interest and permitted assigns and shall hereafter be individually referred to as "Party" and collectively referred to as "Parties". WHEREAS, this MOU is signed between Ministry of Railways and IRCON International Ltd, or through its Public Sector Undertakings(PSUs) nominated by it. The Licensor and the licensee at entered into a license/lease agreement dated...^{25th}.....^{July}.....²⁰²²..... (Agreement No. wherein the licensee has agreed to install stone crusher under licensing in favour of IRCON International Ltd. For 05 years and the licensor has agreed to provide the Land for installation of stone crusher at Sivok. The licensor is owner of the Land as described in the plan here under (the "Site") and now desires to license the site to the licensee and the licensee desires to take on license from licensor, the site for the purpose for the installation of stone crusher. AND, WHEREAS, the Parties are keen to develop to create an enabling framework for achieving synergies. NOW, THEREFORE, in consideration of the foregoing premises, the Parties hereby have agreed upon the following Board principles:

The IRCON International Ltd has identified the site for installation of stone crusher near Major Bridge No.52 in the premises of Railway Land.

P. K. Singh
Sr. Div. Engr/Co-Ord.
25/07/2022
Sr. Divisional Engineer (Co-Ord)
रेलवे अभियंता/सहायक
गुरुद्वार जं.



falls under the District of Darjeeling in between Railway Km. 28/0-5 between SIVOK-BAGRAKOT Railway Stations of Alipurduar Division.

Applicant To give vacant possession of land within a month Of termination: On termination of this Agreement, the applicant shall remove their materials from the land of the Railway Administration and give vacant possession of the same to the Railway Administration within one month. Provided that if the Applicant fails to remove their materials from the land of the Railway Administration within the time specified by the Railway Administration, the same shall be removed by the Railway Administration and the cost of such removal be realised from the Applicant either from their deposits or by sale of the Applicant's owned property within such land by Railway Administration any other means. Right To Charge Interest On Money Due Hereunder To The Railway Administration Not withstanding anything contained in the foregoing Clauses of this Agreement, the Railway Administration shall have the right to charge and recover from the Applicant interest at such rates, as may be fixed by the Railway Administration from time to time on any or all sums payable by the Applicant under the terms thereof, if such sums are not paid within one month from the due date and if no such date is fixed, within one month from the date on which a written demand is made by the Railway Administration. 5. 31 Exercise of Powers Subject as otherwise provided in this agreement, all notices to be given on behalf of the President of India and all other actions to be taken on his behalf may be given or taken on his behalf by the Railway Administration; the agreement signing authority or his authorized representative. Alteration / Variation of the Agreement: Except as hereby provided any verbal or written agreement or abandoning varying or supplementing this Agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the Railway administration unless and until the same is endorsed on this agreement or incorporated in a formal instrument and signed by the parties hereto and till then the Railway administration shall have the right to repudiate such arrangement.

Arbitration:

- (a) In the event of any dispute or difference of opinion between the parties as to the respective rights and obligations of the parties hereunder or as to the true intent and meaning of these presents or any conditions thereof arising such dispute or difference of opinion (except the matters regarding which the decision has been specifically provided for in this agreement shall be referred to the an arbitral tribunal consisting of at least 3 members to be appointed by the General Manager, Northeast Frontier Railway for the time being, and his decision shall be final conclusive and binding on the parties. For the purpose of this Agreement, the General Manager will mean the head of the Northeast Frontier Railway Administration.
- (b) In case of dispute with any enterprise of Govt. of India, the arbitration proceeding shall be as per the extant rules in force for settlement of disputes amongst the two government organizations, as circulated by the competent authority in this regard.
- (c) If one or more of the arbitrators appointed by the General Manager resigns from his appointment as an arbitrator or vacates his office, or is unable or unwilling to act so far any reason whatsoever or dies, the General Manager will have the power to appoint a new arbitrator to act in his place. Such arbitral tribunal shall be entitled to proceed with the reference from the previous arbitrator.
- (d) Place of arbitration proceeding shall be the Zonal Railway Headquarter or at a place where the agreement has been signed.

D. S. 1.005



- (e) The arbitral tribunal may from time to time, with the consent of parties N. F. Railway and IRCON to these presents enlarge time for making and publishing the award. Cost of Execution of Agreement: All expenses in drawing up the Agreement and the cost of stamping and registration shall be borne by the Applicant. Any charges, if levied for collection of registered agreement, shall also be borne by the Applicant. Scope: This MoU provides a flexible, overarching frame work under which both parties may collaborate and cooperate for the installation of Stone Crusher. Both IRCON International Ltd. at its discretion, in consultation with the other party can utilize the expertise of other agencies under their control in implementing the projects and free to sign any agreement/Memorandum of Understanding with such agencies, however, any duties and liabilities arising from such agreements/understanding shall be solely the responsibility of such agencies. This MoU shall be without prejudice to any other MoU entered in to between "IRCON" and "MoR" earlier and shall not in any way affect any other understanding as may be necessary for any other project. This MoU shall remain in force till both Parties with mutual consent decide otherwise or amend this MoU, as may be considered necessary to ensure smooth and efficient execution of the projects.

Land: The Railway land required for Installation of Stone Crusher shall be licensed to the Applicant for 5 years. Agreement in force From: The agreement shall be deemed to have come into force on and from.....

Consulation: "IRCON" and "MoR" will consult with each other, whenever it may be appropriate and necessary, on the matters covered by this Memorandum and will use their best endeavors to ensure that employee and other staff of both the organizations cooperate in good faith with one another. Both Parties should apprise/Keep each other informed on project related matters. If any issue or dispute arise between IRCON and Indian Railways, they will use their best endeavors to resolve the dispute promptly and amicably.

IN WITNESS whereof, the PARTIES through their duly authorized representative here executed this MOU as of the site and place forth above.

25/07/2022

Sr. DEN/Co-ord/APDJ/NFR



For and on behalf of the
IRCON International LTD

For and on behalf of the
Ministry of Railways

श्री विद्युत् रेलवे इंजीनियर सम्प्रदाय
Sr. Divisional Engineer (Co-Ord.)
पू० सी० रत्नव अलीपुरद्वार जं०
N.F Railway Alipurduar Jn

WITNESS

1.
DEN/3/APDJ
(PINKU)
मंडल इंजीनियर-III
पू० सी० रत्नवे/अलीपुरद्वार जं०
Divisional Engineer-III
N.F. Rly., Alipurduar Jn.

2.
8287E/APDJ
(Mr. Singh)

WITNESS

1.
Shm/mech.
(Ajay Kumar)
2.
(PAWAN KUMAR)

रयतको पहा ।

पश्चिम बंगालका भी राज्यपाल देखि मंजुरी भयेको ।

TO: The Chief General Manager, IRCON INTERNATIONAL LTD.

बन्नुको नाउँ "SUKRITI" Satyajee Ray Lan,

जात Joyti Nager.

बस्ने ठाउँ P.O. Sevok Road, Siliguri-734001, Dist: Darjeeling.

- यो जिल्लापाल (उप-मुक्तिपति) दार्जीलिङ पट्टाबाट पेश पट्टामा मनेका छन् । तिमोहकलाई पश्चिम बंगालका भी राज्यपाल देखि दोकान बनि बर बस्नुको लागि हुनुम दिए, तर तल लेखेको करार बमोजिम OS संको लागि यो पट्टा तिमोहलाई दिया गयो :- w.e.f. 19/03/2020 TO 19/03/2025.
1. तिमोहले तल लेखिएको करार बमोजिम पूरा गर्नु, पर्छ :-
 2. तिमोहले तल लेखिएको जमिनको खजाना बर्ष २, सिधै
 3. तिमोहले तल लेखिएको जमिन उप-मुक्तिपतिको देखत अनि हुनुम नामा मनजुरी तथाई कोई रकमको बदली बन्नी गर्नु अनि खजानामा दिनु पाउनेन ।
 4. तिमोहले यो पट्टामा लेखिएको जमिनको कल खाजु पाउंदौ ।
 5. तिमोहले तल लेखिएको जमिन कर्मति गर्नु अनि कोई रकमले बिगानु अनि गल्का गरी बदली गर्नु बिना उप-मुक्तिपतिको लेखत नामा हुनुम न पाईकन गर्नु पाउंदौन ।
 6. तिमोहले तल लेखिएको जमिनको पहा, विमाना बनाउनु पर्छे. उप-मुक्तिपति अनि उनले लडाएको अक्षर या बर कामिस्मे हेर्नु यांगरा तिमोहले देखाई दिनु कर लाग्छ ।
 7. तिमोहले तल लेखेको खजाना करार गरेको तारिक याे अघाई नै दिनु पर्नेमा । तिमोहले दिनेको बने पयियाको सेकडा १० रुपियाको हिछाबले बर्ष पिछे सुब दिनु पर्छ, यस्तो खजाना र यमको सुद एफ १ (चिठ सिठ) मो सन् २०१५। सालको देन मुताबिक बर्षात तस देसाका कोर एक मुताबिकले खजाना आदाई गरिन्छ जो राज्यपाललाई दिनु पर्छ ।
 8. यो पट्टाको तल लेखेको जमिन मीत्र कोही बरा अनि पर बदली बदली गर्नु याने बडाउनु बडाउनु बरले छाणा छाउनु देवाल साउनु मकारिले छाउनु केहि भागो बरले कुरो मरामत गर्नु बिना उप-मुक्तिपतिको लेखत नामा मनजुरी हुनुम न पाईकन गर्नु पाउंदौन ।
 9. यो पट्टाको मियाद खतम हुनुको अघाई कोई बेला उप-मुक्तिपतिले तल लेखिएको जमिनको ल्मको कोई हुकरा चाहियो र मागे भने तिमोहले खोजि दिनु पर्छ अनि उनले दियेको हुनुम बाहि जोगाएर राखनु पर्छ र उनले खरादे मोताबिक बर याने कोई किसमको वन्मत जो उप-मुक्तिपतिको मनजुरी मईकन बनाको नोकसानि पाउंदौ त्यो हुनुम बाहि पका हो अनि जमिनको खजाना बाहि माफ पाउंदौ ।
 10. तिमिले मुनिपीपल पट्टा बाट कोई ऐन मोताबिकको खजानो रगिछुन खरामे छुन भने तिमो बरको बारेमा तिमोहले दिनु पर्छ ।
 11. उप-मुक्तिपतिको किना लेखत नामा हुनुम न पाईकन एस पट्टाको जमिन मीत्र या भू कोहि देते को बर्षको हिस्सामा तल लेखेको सरत मोताबिक गर्नु पाउंदौन :-

- (क) जस्तोको बोसो छाउनु ।
- (ख) गनार्जेन मांसु या रगत राखनु ।
- (ग) क्युहल्लाई काटनु ।
- (घ) जस्तोको सानुनको उर तेल उमालने पर मा रंग बनाउने पर ।
- (ङ) छाला मांडनु अनि खुरकनु काटनु हुटा पकाउनु मांदा अनि चुना बनाउनु ।
- (च) कोई रकमको कखसाना नराओ गंघ बलने ।
- (छ) सुकेको घाँस पराल मीजा पसेउटा बट्टि ऊन अनि छारे बरने कुरो ।
- (ज) मांसु वेबनुको लागो बोकान बुखा राखने माछा राखने अनि साग ।
- (झ) जस्तोको बेतिएको दुगा अनि हड्डी होना ।
- (ञ) जस्तोको मुर्दा हट्टि ।
- (ट) जस्तोको मूसाफिरहल बसने ।
- (ठ) जस्तोको माप गोठ अनि अस्तबल अनि सु गुरको सोर ।
- (ड) जस्तोको कसींगर राखने ठाउँ ।
- (ण) जस्तोको टट्टि मूत साइल नालो अनि मेलो पानो राखने ठाउँ ।
- (त) कोई रकमको कारखाना जुन बाहि उप-मुक्तिपतिले मनपराउंदैन या न गर्नु भनेर लेखि दिनु ।

22. तिमोहले यो पट्टामा तोकिएको समय मीत्र खजाना (किस्ती) दियोन भने तिमोहले त्यो बांकी खजाना (किस्ती) को तोकिएको दिन देखि बाकी खजाना (किस्ती) आदाय नहुन जेवसम्म यो बांकी उपर सेकडा 1/1 छ रुपिया बार आनाको दरले बर्ष पिछे सुद दिनु पर्छ । यस्तो बांकी खजाना र तेस्को सुद सरखारो कानुन (एक्ट) मुताबिक बर खजाना आदाय गरे गो आदाय गरिन्छ
23. यो पट्टामा लेखिएको जमिन तिमोहले उप-मुक्तिपतिलाई मन परदो गरि राखनु पर्छ ।
24. यो पट्टाको मियाद खतम भयेको खण्डमा र यो पट्टामा लेखिएका सरतहक निमम मुताबिक तिमोहले पालन गरेका छौ भने र केरि नयाँ सरतहक पालन गर्नु करार गरेकोमा नयाँ पट्टा लिने तिमोह हक रहन्छ जुन करार र सरतहक जिल्लाका उप-मुक्तिपतिले तेस बेला उचित खराउने छ । यो याद राखनु पर्छ कि फिर २ नयाँ बडा लिप्यो खण्डमा उप-मुक्तिपतिले खजानाको बर बडाउनु मकने छ
25. यो पट्टाको मियाद खतम हुने बेलाया यो पट्टामा लेखिएको सरत मोताबिक टीक गरेन भने केरि नयाँ बन्धवस्त अनि करार गरेकोमा तिमोह हक रहन्छ, तर जुन करार अनि नयाँ बन्धवस्त तेव बेला हुन्छ ।
26. यो पट्टाको माथि लेखिएको सरत मंग गरेज भने उप-मुक्तिपतिले यो पट्टा रहि गर्नुलाई पूरा बरतियाएर छ अनि उनले तिमोहलाई यत जमिनको बर दोकान अनि पूरा याने हिस्सामा ट निकालनु पर्ने छ अनि तिमोह हकदार याने वारिखदारहल्के पनि तिमोहले माने भै उताले पनि यो माथि लेखिएको सरत मान्नुपर्छ

किस्ती खेप - खेप दिने ।

सारीक	जम्मा रुपिया	
	रु०	पा०
1st Kisti (April TO September)	846806	50
2nd Kisti (October TO March)	846806	50
Total	RS. 1693612	00

तारिक २०० १ २००६

पू. पू. नेगी
N. S. Negi
उप-मुक्तिपति
Chief General Manager
IRCON INTERNATIONAL LTD.
जिल्लापाल
Administrator
D. I. Fund, Darjeeling



बन्दीको नाम ।	नक्शाको नम्बर ।	तीमाता ।	रकमा बनि सम्बन्ध कोट	बनामा ।	निकोस्त ।
१	२	३	४	५	६
<p>To, The Chief General Manager, IRCON INTERNATIONAL LTD "BUKRITI" Satyajeet Ray Joyti Nagar, P.O. Sevoke Road, Siliguri - 734001, Dist: Darjeeling</p>	<p>Sevoke Road D.I. Fund Land J.L. No. 2 (W) P.S. Kundoo Part/B</p>	<p>N:- N.H. 31 S:- River Bed E:- Forest Land W:- D.I. Fund Land</p>	<p>5,00,720 Sq.ft. RS. 16,93,613/-</p>	<p>60 100</p>	<p>Lease permission allowed vide Memo No- 80(G)/DIF dt:-19/03/2020 and revised rent fixed @ 81/- Per Sq.ft. and 4% of valuation of Land Annually</p> <p><i>Full</i> 16/06/2020 Asst. Secy. D.I. Fund Land</p>

NB:-
 Selami for this land RS 1,69,36,130-00/-
 and 5 years lease amount of RS 84,68,055-00/-
 total amount Paid RS 2,54,04,195-00/- IRCON
 INTERNATIONAL LTD has paid the full amount
 vide DD NO:- 591348 dated :- 29.01.2020 of
 Corporation Bank, Siliguri.
 This DD has been deposited in Account
 NO:- 1301902788 of Central Bank of India,
 Darjeeling, Branch in favour of Administrator,
 D.I. Fund, Darjeeling.

21

Fosseston handover Report

This is to Certified that 12 Acres of D.I. Fund land at Sevoke bazar has been handedover to IRCON authority for 5 years lease from this day that 1/6/2020. The land has been demarcated in the presence of representative of BLLRO Kurseong, IRCON authority, forest department and D.I. Fund authority. Area measuring 803 ft x 775 ft approximately.

Name and Designation

[Signature]
01/06/2020 (A. Singh)
GM/IRCON

[Signature]
01/06/2020
JGM/IRCON

[Signature]
1/6/2020
K. Singh K.S.F.

[Signature]
01/06/2020
Range Officer
North Range
10th Mile MWLS
Darjeeling Wild Life Division

[Signature]
01.06.2020

[Signature]
1/6/2020

[Signature]
1/6/2020
A. Singh P

[Signature]
R. P. Singh - II
01/06/2020

22

6/11/19
671

Government of West Bengal
Office of the District Magistrate & Administrator
D.I. Fund, Department
Darjeeling

Memo-No- 428/1/Df.

Dated: 04/12/2019.

To,
The General Manager
IRCON INTERNATIONAL LIMITED
"SUNRITI" Satyajit Roy Lane,
Ayodi Nagar,
P.O. Sevoke Road, Siliguri -734001,
Dist-Darjeeling (W.B.).

Reference :- IRCON/2046/NFR-SRRP/LA/Revenue/WB/06/766
Subject: Lease of D.I. Fund land at Sevoke Bazar.

Dated: 21.11.2019.

This is to draw your attention that the lease rent and salami has been calculated for 12.00 acres of D.I. Fund land at Sevoke Bazaar and forwarded to you for your perusal and taking necessary action.

Now you are requested to deposit the calculated amount of Rs.2,54,04,195/- (Rupees two crore fifty-four lakhs four thousand one hundred ninety-five) only as salami and rent for 5 years of lease of D.I. Fund land at Sevoke Bazar. This amount may be deposited through bank draft in favour of Administrator, D.I. Fund, Darjeeling.

Early Action
25

[Signature]
District Magistrate
&
Administrator, D.I. Fund
Darjeeling
[Signature]

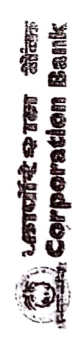
- 1) Lease agreement to be prepared.*
- 2) Note with history of case to be prepared.*

Syng/c-r

[Signature]
10/12/19

Received
02/02/2020
01/02/2020
D I Fund, Darjeeling

28



Corporation Bank
SILIGURI (C/PBR) (0696)

(ISSUING BRANCH)

ADMINISTRATOR D I FUND DARJEELING

Two Crore Fifty Four Lakh Four Thousand One Hundred Ninety Five

RUPEES

The instrument is valid for three months from the date of issue

29012020

9	8	7	6	5	4	3	2	1

₹ 2,54,04,195.00
Corporation Bank

अत्र अर्थे FOR VALUE RECEIVED

DARJEELING - 0883

Not Over Rs.2,54,04,195/-

Remitter: Ircon International Ltd

(Branch Name Drawee Branch)

MT/04/2017

Payable at all branches of Corporation Bank

अधिकृत हस्ताक्षर
Authorised Signatory (Sig.No.)

[Signature]

अधिकृत हस्ताक्षर
Authorised Signatory (Sig. No.)

[Signature]

Please sign above

110591348110000170001142017116



इरकॉन इन्टरनेशनल लिमिटेड

(भारत सरकार का उपक्रम)

IRCON INTERNATIONAL LIMITED

(A Govt. of India Undertaking)

An Integrated Engineering and Construction Company

SIVOK - RANGPO NEW BG RAIL LINE PROJECT

Project Office : "SUKRITI", Satyajeet Roy Sarani, Jyoti Nagar, P.O. Sevoke Road, Siliguri - 734001
Dist. Darjeeling (W.B.), Phone : 0353-2541011, E-mail : ircon2046@gmail.com

Amexure - R4 132



IRCON/2046/NFR-SRRP/LA/Revenue/WB/06/3258

20.05.2022

To,
To
Sub-Divisional Officer,
Sub-Division, Kurseong,
District - Darjeeling,
Govt. of West Bengal,
Kurseong, (W.B.).

Subject:- Construction of Sivok-Rangpo New BG Rail Line Project - Regarding Approach to D.I. Fund land via Nandi Khola.

Dear Sir,

It is apprised that the work of construction of Sivok-Rangpo Rail Project is under progress. 12 acres D. I. Fund land at Sevoke Bazar leased by Administrator, D.I. Fund, Darjeeling for 05 years in favour of IRCON INTERNATIONAL LIMITED to facilitate the construction of National Rail Project. The whole of the stretch of tunnels T1 & T2 falls under Mahananda Wildlife Sanctuary. In this stretch no land was available for dumping muck excavated from tunnels. Keeping in view, it was requested the District Magistrate & Administrator, D. I. Fund, Darjeeling for allotment of D. I. Fund land at Sevoke Bazar to be utilized as muck dumping and associated work of Sivok Rangpo Rail Project. On the request of IRCON District Magistrate has issued consent vide memo no 428/DIF dated 04.12.2019 for leasing 12 acres land. The lease rent and salami against 12 acres land amounting to Rs.2,54,04,195/- (Rupees Two Crore Fifty Four Lakh Four Thousand One Hundred Ninety Five) only for 05 years of lease has been paid through DD in the name of "Administrator, D.I. Fund, Darjeeling".

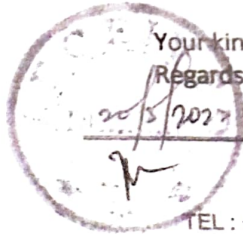
The approach to D.I. Fund land pass only through Nandi Khola at Sevoke Bazar. During monsoon period it was difficult and impossible to ply vehicles to reach up to designated D.I. Fund land. In the greater interest of railway project a Temporary Approach with Hume Pipe Culvert constructed by IRCON across Nandi Khola in the year 2021. The discharge of water of Nandi Khola pass through Hume pipe culvert without any obstruction of flow. Secondly, the excess water may overtop easily during excessive and high flood situation. This is a temporary structure constructed for the completion of the work. This approach is being used to pass the vehicle for day-to-day work of project.

It is to apprise further that this rail project is a National Project of strategic importance which is of great public utility. Sivok-Rangpo Rail Project is highly targeted project and completion of the project has already been fixed in December 2023. The progress of the work is being monitored by the PMO office/NITI Aayog & Railway Board very closely on monthly basis.

It is undertaken that the Hume Pipe Culvert will be dismantled after completion of this rail project or expiry of the lease period whichever is earlier prior to handing over the land by IRCON to Administrator, D.I. Fund, Darjeeling.

Your kind co-operation is solicited in the interest of Sivok-Rangpo Rail Project.

Regards:



Handwritten signature and date 20/05/2022

पंजीकृत कार्यालय : सी-4, डिस्ट्रिक्ट सेन्टर, साकेत, नई दिल्ली - 110017, भारत

Regd. Office : C-4, District Centre, Saket, New Delhi-110017, INDIA

TEL : +91-11-29565666, FAX : +91-11-26522000, 26854000, E-mail : info@ircon.org, Web : www.ircon.org

CIN : L45203DL1976GO1008171



**INSPECTION REPORT AS PER ORDER PASSED IN O. A. NO. 111/2024/EZ BY
HON'BLE NATIONAL GREEN TRIBUNAL, EASTERN ZONE BENCH, KOLKATA**

Sl. No.	Particulars	Remarks
1.	Name of Unit & Address	Stone crusher unit. Name and address of the owner is "Aarpee Minerals & Aggregates", Oodlabari Bazar, Oodlabari, C/O Ratan Kumar Garg, Manabari, Dist. Jalpaiguri, West Bengal-735222
2.	Date & Time of Inspection:	On dt. 12/08/2024 at 01:30 pm & dt. 27/08/2024 at 12.45 pm
3.	Name of Municipality/Gram Panchayet & Police Station	Sevoke Gram Panchayate / Sevoke Outpost under Bhaktinagar Police Station
4.	Name with designation of Inspecting Officer	Sri Priyam Goswami, Executive Engineer, Siliguri Irrigation Division, I&W.D.
5.	Statutory Licenses produced (If any)	Annexed hereto.
6.	Observations of Inspecting Officer :-	<p>Crushing Unit :- The crushing unit is set up by an agency named Ratan Garg under control of executing agencies sublet by Ircon International Ltd. for construction activities of tunnel no. T₁ & T₂ for Sevoke-Rangpo broad gauge line. The crushing unit is situated near rail bridge at Sevoke beside NH-31 over railway land. Though the land belongs to railway, any construction activity within riverine portion should be intimated to the Irrigation & Waterways Department for NOC. However, no such NOC was taken neither by railway authority nor the executing agency. Correspondences revealed that due to non-availability of land the crushing unit was set up over the land in concern. Furthermore admitting the fact, it is observed that certain norms as recommended by CPCB and further envisaged by National Green Tribunal, special bench in respect to O.A. 136(2015) EZ on 30/05/2022 for setting up and operation of stone crushing unit.</p> <p>The point of concerns :-</p> <ol style="list-style-type: none"> i) Physical distance of stone crushing unit is not within 200 m from both NH-31 & railway bridge. ii) Water sprinkler arrangement is not there for collected raw materials. iii) Crusher unit is not completely covered by GI/MS sheet at top and three sides except conveyor belt portion. Removable sheet or



door is not available towards conveyor belt.

- iv) Dust extraction system connected with bag filter is not visible.
- v) Majority of conveyor belts are covered but some are kept open.
- vi) No arrangement is there to make the crushed materials wet.
- vii) Wind breaking wall with GI/MS or brick is not provided even green belt of 2 to 3 rows of high trees is not visible.
- viii) Some water sprinkler arrangement is visible at camp office premises and connecting road.

Culvert over Nandikhola :- A temporary culvert was constructed over Nandikhola, a tributary of river Teesta, passing west to east direction and a passage of local catchment, north perennial in nature having a discharge around 100-150 cumecs during monsoon. The culvert constructed as a causeway with sufficient ventage of hume pipe and any surplus flow may pass over it without causing any damage to the local habitation. The crushing unit does not interfere the passage of water at present situation. The causeway is purely temporary structure as mentioned by the executing agency to the district administration and proper dismantling will be followed after the completion of tunnel construction work. Since, there is no accessibility to carrying the debris, coming out from tunnel cutting to the land provided by the District Administration to the executing agency, the culvert (i.e. low height causeway) will be functional.

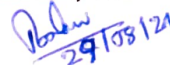
Deposition of excavated materials coming out from Tunnel :- Since, Sevoke is hilly region and there is no available sufficient vacant land to deposit the tunnel excavated stoney earth, the executing agency approached to the District Administration and a piece of DI Land of 12 acre within right flank Char land of river Teesta beside NH-31 had been given by the District Administration on lease basis for 5 years commencing from 01/06/2020. However, no future plan for debris removal from river bed has been given to the District Administration by Ircon International Ltd., the executing agency of Sevoke-Rangpo rail line.

7.	Suggestions of Inspecting Officer	<p>(a) In regard of the crushing unit proper care has to be taken in respect of points mentioned above for crushing unit and the guidelines as laid down by CPCB is to be strictly followed by the executing agency.</p> <p>(b) Ventage of culvert (causeway) should be made clear for storm</p>
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		<p>run off. After the completion of project work, the temporary causeway is to be dismantled and waterways of Nandikhola is to be cleared completely as previous.</p> <p>(c) Deposition of tunnel cutting debris has to be removed completely from bed of Teesta River after completion of work within leased period i.e. within 01/06/2025. So that waterway of river Teesta becomes unhindered.</p>
8.	Remarks of Inspecting Officer	<p>On the basis of enquiry and findings, the Ircan International Ltd. is already asked vide this office Memo. No. 639 dt. 12/08/2024 to provide the future plan in order to maintain environmental aspects as well as maintain river green, free from debris, deposited materials, pollutants etc.</p> <p>All the relevant documents pertaining to the enquiry and photographs (from Annexure-I to V) of location in concern are annexed hereto for kind consideration of Hon'ble Tribunal. It is most respectfully prayed again that this Hon'ble Tribunal may graciously be pleased to pass order or orders as deemed fit and proper in the interest of justice.</p>

Inspected by me



Signature

(PRIYAM GOSWAMI)

Executive Engineer

Siliguri Irrigation Division

Siliguri

Place : Siliguri

Date : 29/08/2024

23

Annexure - R-6





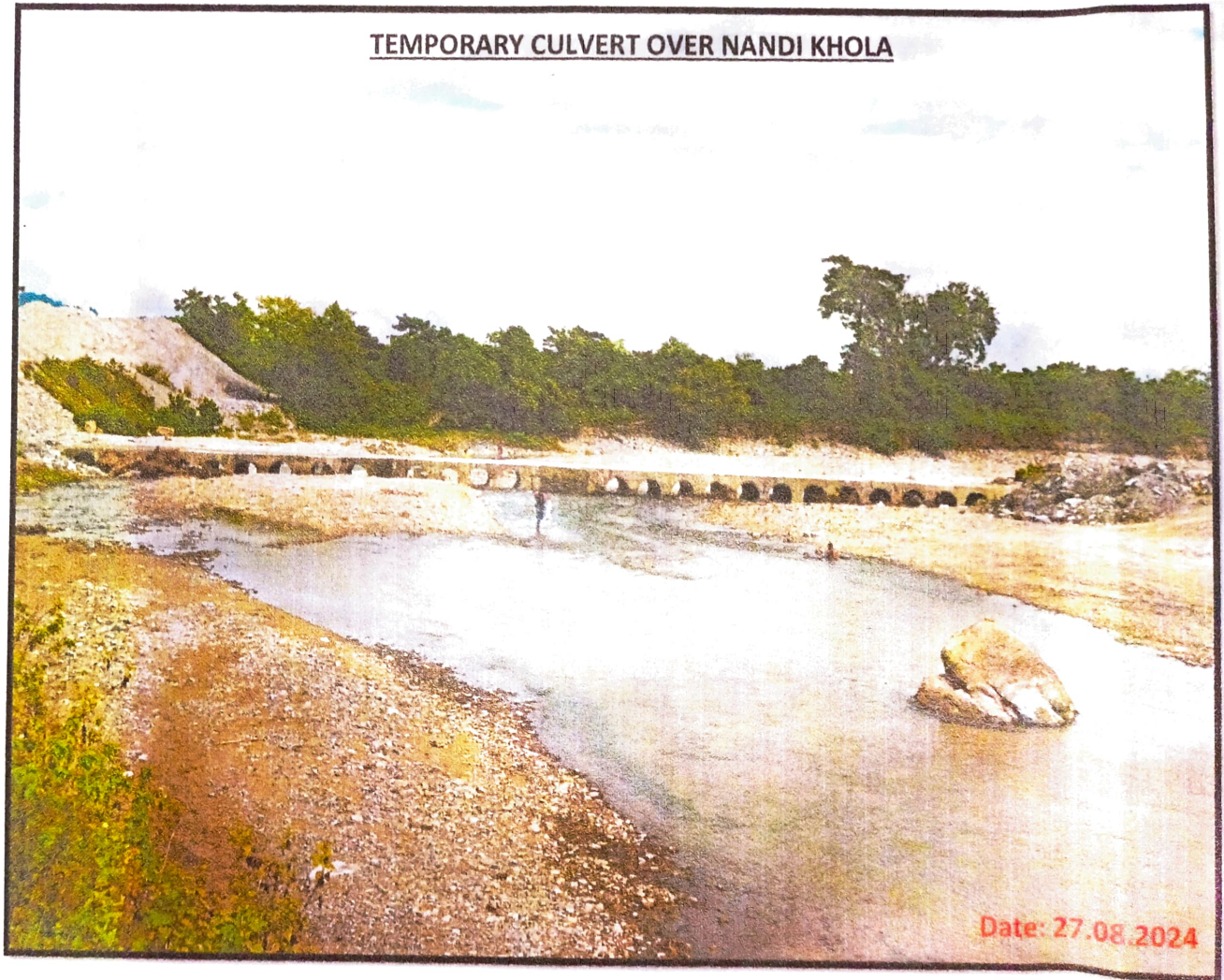
VIEW FROM RAIL BRIDGE



129

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TEMPORARY CULVERT OVER NANDI KHOLA



St

DIPOSITION OF CANAL CUTTING DEBRIS OVER DI LAND



Date: 27.08.2024



Sevoke, West Bengal, India

GANESH fisher pond, VFFF+G35, NH10, Sevoke Baz

Sevoke, West Bengal 734005, India

Lat 26.87372°

Long 88.473033°

12/10/22 12:12 PM GMT +05:30

3X



 GPS Map Camera

Sevoke, West Bengal, India

VFHG+94J Teesta Picnic Spot, Sevoke Bazar, Sevoke,
West Bengal 734005, India

Lat 26.879175°

Long 88.474109°

12/10/22 12:28 PM GMT +05:30

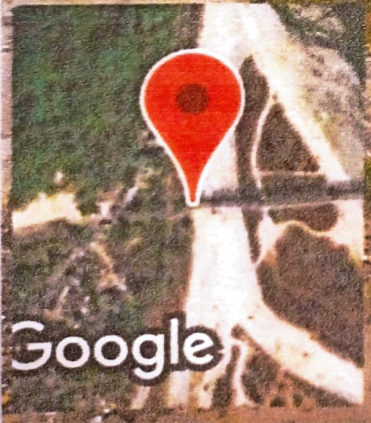


Google

2A



 GPS Map Camera



Sevoke, West Bengal, India

Sevoke Railway Bridge, NH 31C, Sevoke, West Bengal

734005, India

Lat 26.881275°

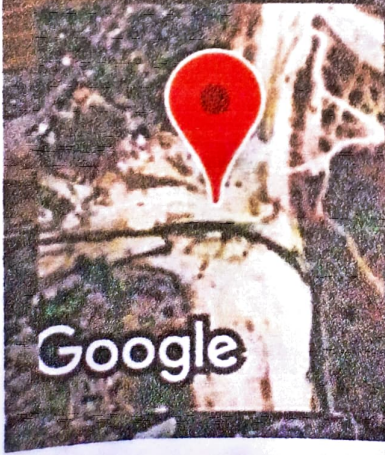
Long 88.473752°

12/10/22 01:31 PM GMT +05:30

87
X0



 GPS Map Camera

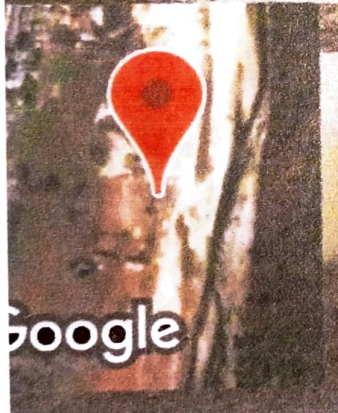


Sevoke, West Bengal, India
VFHC+CRC, Sevoke, West Bengal 734005, India
Lat 26.878048°
Long 88.473065°
12/10/22 12:01 PM GMT +05:30

3x6



 GPS Map Camera



Sevoke, West Bengal, India

GANESH fisher pond, VFFF+G35, NH10, Sevoke Bazar,
Sevoke, West Bengal 734005, India

Lat 26.873907°

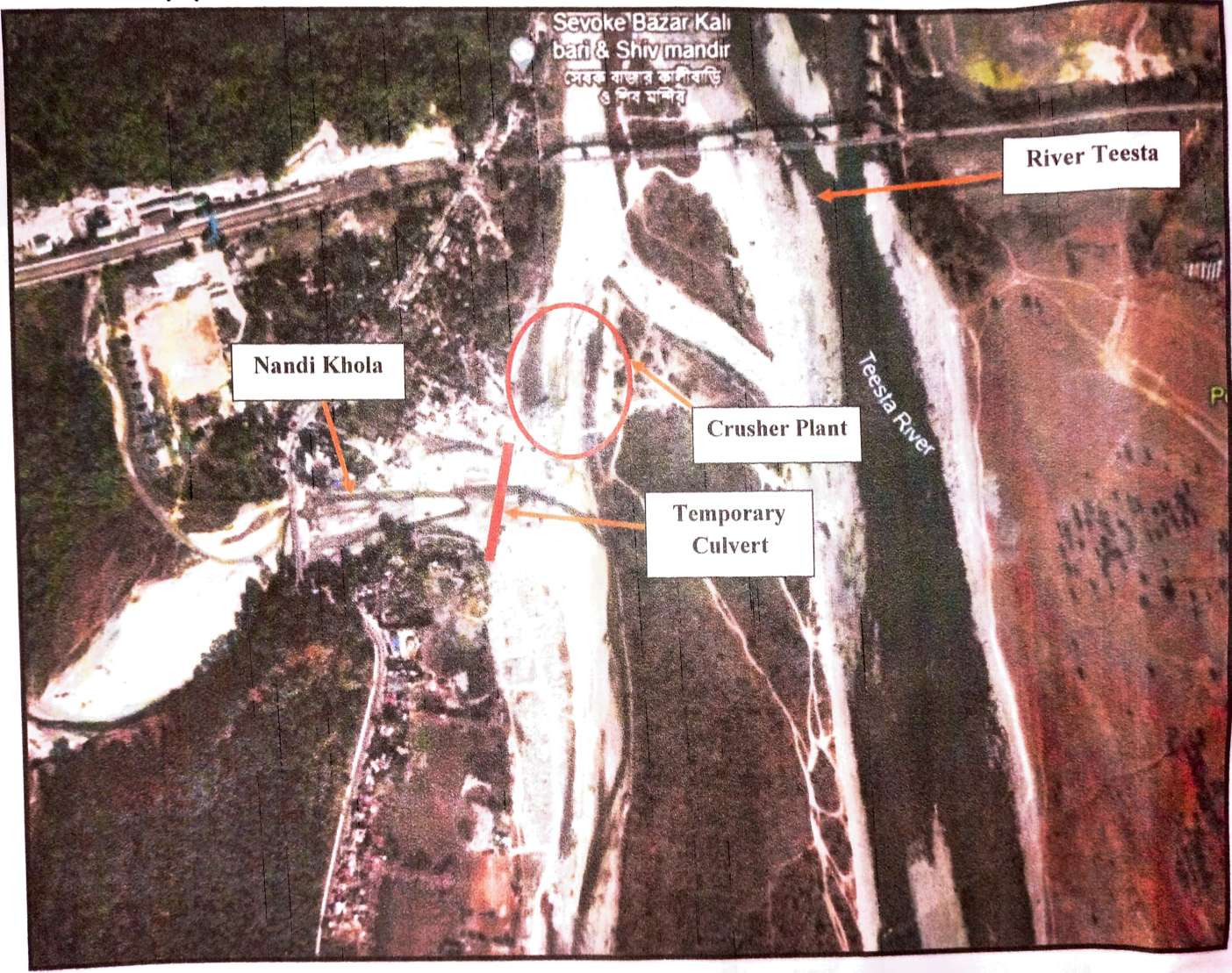
Long 88.473097°

12/10/22 12:27 PM GMT +05:30

37

Google Image of the site showing Nandi Khola and River Teesta

~~Annexure~~ 145



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Annexure - R-7



GOVT. OF WEST BENGAL
IRRIGATION & WATERWAYS ENGINEER
OFFICE OF THE EXECUTIVE ENGINEER
26, NABIN SEN ROAD, MAHANANDAPARA
SILIGURI-734001, DIST. DARJEELING
Tel & Fax : (0353) 2431842
Email ID : executiveengineersid@gmail.com

Memo. No. 639

Dated 12/08/24

To
The Ircon International Ltd.
Block-C, 2nd Floor, PC Mittal Bus Stand
P.O. Sevoke Road, P.S. Bhaktinagar
Dist. Darjeeling, PIN-734001

Sub : Seeking information in connection with setting up crushing unit and deposition of debris over Char Land within leased D.I. Land near Sevoke Rail Bridge over River Teesta.

Dear Sir,

During site visit and enquiry it has been observed that a crushing unit is installed over char area of river Teesta within railway land beside NH-31 in connection with the Sevoke-Rangpo Rail tunnel T & T₂. The documents revealed that no NOC was taken from Irrigation Department before construction of the same. Even for set up stone crushing units the environmental guidelines dated 2009 issued by CPCB recorded by National Green Tribunal, special bench in O.A. No. 136/2015/EZ on 30/05/2022 for set up of such unit within 200 m from the river bank line and important structure is violated. Apart from that certain norms for operation of stone crushing unit, such as green belt creation, (2-3 rows of full trees), wind breaking wall (GI/MS/Brick) along periphery of crusher, arrangement of rotating water height arrangement, covering of crushing unit with GI/MS sheets on top and at least three sides completely sprinklar covered from ground level, dust extraction system, provision of water mist sprinklar system are not observed properly. Action taken report regarding environmental aspects is required hereto. Even if it is admitted that land is not available to set up crushing unit for this important Sevoke-Rangpo Rail project of national importance, environmental aspects are to be followed strictly.

Secondly complete disposal plan and cleaning of site is required after expiry of lease period on 25th July, 2027 or completion of project whichever is earlier. Disposal plan should be such that original ground level is reclaimed after dismantling of crushing unit and removing of earth deposited for ramp and other allied land fill set up.

~~Page 2~~

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Lastly, the debris coming out from tunnel cutting for Sevoke-Rangpo Railing construction is also being deposited over leased DI Land measuring 12 Acre over right flank of river Teesta beside NH-31. The disposal of debris within river over Char land is strictly prohibited on river morphological aspect and should be removed completely before 1/6/2025 (lease period). In the agreement with district administration, future plan of removal of deposited debris is not mentioned. The periodic disposal plan is also required in this context.

Soliciting your kind early reply in this context.

Yours faithfully,



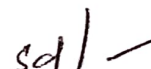
Executive Engineer
Siliguri Irrigation Division
Siliguri

Memo. No.

Dated

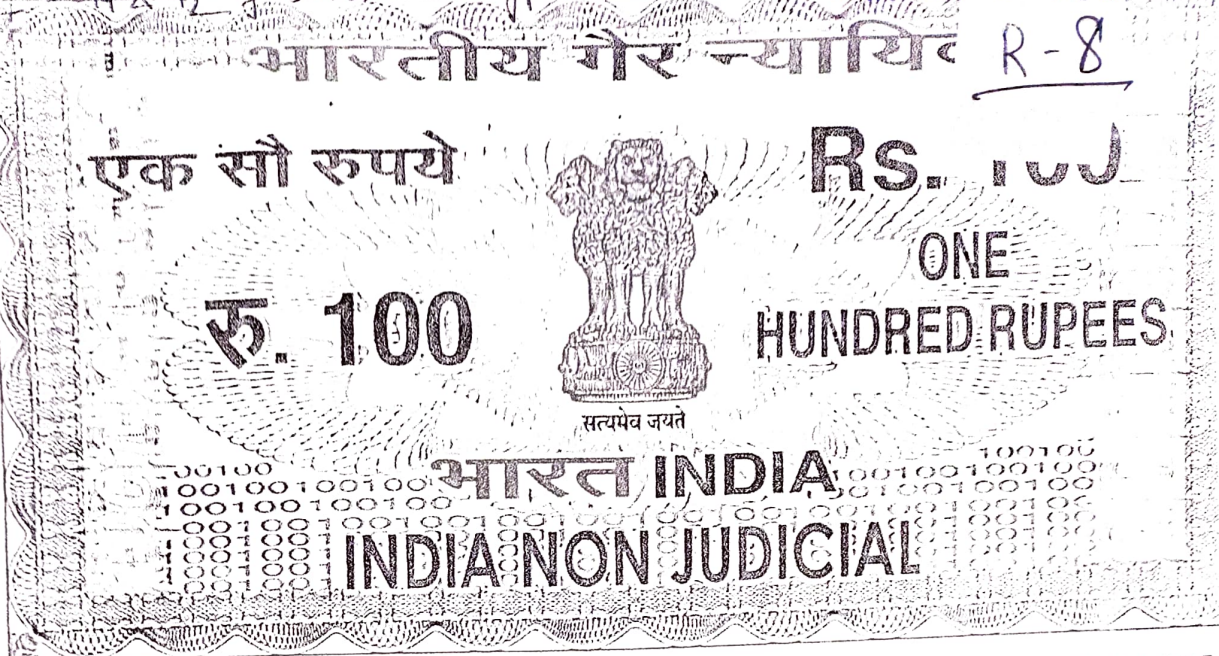
Copy submitted for information to :-

The Superintending Engineer, North East Irrigation Circle-II, Club Road, Jalpaiguri.



Executive Engineer
Siliguri Irrigation Division
Siliguri

XO



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AE 91435

This Memorandum of Understanding (hereinafter refer to as MOU) is made on the.....20th..... day of...August... 2022 by and between:

1. The IRCON International Ltd. represented by GM/PH / Sivok - I, through its Project Office at Block 'C', 2nd floor, P.C. Mittal Bus Stand, P.O. Sivoke Road, P.S. Bhaktinagar Dist. Darjeeling, Pin.734001 (West Bengal) (hereinafter refer to as IRCON).

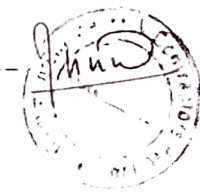
AND

2.1 Executing agency No. 1: M/s ITD Cementation India Limited represented acting through PD/ ITDCIL, through its Project Office at H/O Mrs. Bindu Chhetri Thapa, Near Forest Range Office, Kalijhora Bazar, PO - Kalijhora, Dist. Darjeeling, West Bengal, Pin- 734008, hereinafter referred to "ITDCIL" as Joint licensee.

2.2 Executing agency No. 2: M/s Gammon Engineers and Contractors Private Limited represented acting through PM/ GECPL, through its Project Office at B1, First Floor, Green Heaven Apartment, C/O Rabin Agarwal Varsha Garg, Jyoti Nagar, Sevoke Road, Siliguri, Dist. Darjeeling, West Bengal, Pin- 734001, hereinafter referred to "GECPL" as Joint licensee.



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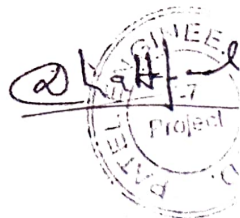
2.3 Executing agency No. 3: M/s Patel Engineering Limited represented acting through PM/ Patel Engineering Limited, through its Project Office at C/o Mrs Kousila Pradhan, Teesta Deogram, Teesta Bazar, P.O- Teesta Bridge, Dist. Darjeeling, West Bengal, Pin- 734312, hereinafter referred to "Patel Engineering Limited" as Joint licensee.

2.4 Executing agency No. 4: M/s APCO Infratech Private Limited represented acting through PM/ APCO, through its Project Office at APCO House, B-9, Vibhuti Khand, Gomti Nagar, Lucknow- 226010 hereinafter referred to "APCO" as Joint licensee.

2.5 Executing agency No. 5: M/s CS Dharojia JV represented acting through PM/ CS Dharojia JV, through its Project Office at SukhiaKhola, Rangpo Forest, Dist: Kalimpong, West Bengal- 734315, hereinafter referred to "CS Dharojia JV" as Joint licensee.

The expressions "IRCON" and "Executing Agencies" shall wherever the context admits, mean and include their respective successor-in-interest and permitted assigns and shall hereafter be individually referred to as "Party" and collectively referred to as "Parties". WHEREAS, this MOU is signed between IRCON and Executing Agencies. The Licensor and the licensee entered into a license/lease agreement dated 20th August 2022. (Agreement No.

IRCON/2046/NFR-SRRP/CRUSHER PLANT at 20/8/22 wherein the licensee has agreed to install stone crusher jointly under licensing in favour of Executing Agencies for 05 years or till the completion of Sivok Rangpo New BG Rail Line Project (whichever is earlier) and the licensor has agreed to provide the Land for installation of Stone Crusher at Sivok. The licensor is owner of the Land as described in the plan under (the "Site") and now desires to license the site to the licensee and the licensee desires to take on license from licensor, the site for the purpose for the installation of Stone Crusher



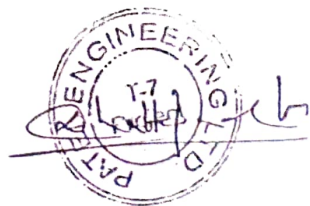
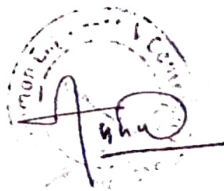
42

jointly. AND WHEREAS, the Parties are keen to develop to create an enabling framework for achieving synergies. NOW, THEREFORE, in consideration of the foregoing premises, the Parties hereby have agreed upon the following Board principles:

The Executing agencies has identified the site for installation of stone crusher near Major Bridge No.52 in the premises of Railway Land falls under the District of Darjeeling in between Railway Km. 28/0-5 between SIVOK- BAGRAKOT Railway Stations of Alipurduar Division.

Applicant To give vacant possession of land within a month of termination: On termination of this Agreement, the applicant shall remove their materials from the land of the IRCON/Railway Administration and give vacant possession of the same to the IRCON/Railway Administration within one month. Provided that if the Applicant fails to remove their materials from the land of the IRCON/Railway Administration within the time specified by the IRCON/Railway Administration, the same shall be removed by the IRCON/Railway Administration and the cost of such removal be realised from the Applicant either from their deposits or by sale of the Applicant's owned property within such land by IRCON/Railway Administration any other means. Right To Charge Interest on Money Due Hereunder to The IRCON/Railway Administration Notwithstanding anything contained in the foregoing Clauses of this Agreement, the IRCON/Railway Administration shall have the right to charge and recover from the Applicant interest at such rates, as may be fixed by the IRCON/Railway Administration from time to time on any or all

sums payable by the Applicant under the terms thereof, if such sums are not paid within one month from the due date and if no date is fixed, within one month from the date on which a written demand is made by the IRCON/Railway Administration.



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Exercise of Powers Subject as otherwise provided in this agreement, all notices to be given on behalf of the CMD/IRCON and all other actions to be taken on his behalf may be given or taken on his behalf by the IRCON/Railway Administration; the agreement signing authority or his authorized representative.

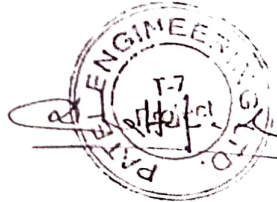
Alteration / Variation of the Agreement: Except as hereby provided any verbal or written agreement or abandoning varying or supplementing this Agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the IRCON/Railway administration unless and until the same is endorsed on this agreement or incorporated in a formal instrument and signed by the parties hereto and till then the IRCON/Railway administration shall have the right to repudiate such arrangement.

Arbitration:

(a) In the event of any dispute or difference of opinion between the parties as to the respective rights and obligations of the parties hereunder or as to the true intent and meaning of these presents or any conditions thereof arising such dispute or difference of opinion (except the matters regarding which the decision has been specifically provided for in this agreement shall be referred to the an arbitral tribunal consisting of at least 3 members to be appointed by the IRCON for the time being, and his decision shall be final conclusive and binding on the parties. For the purpose of this Agreement, the CMD/IRCON will mean the head of the IRCON.



In case of dispute with any of the executing agencies, the arbitration proceeding shall be as per the extant rules in force for settlement of disputes amongst the two organizations, as circulated by the competent authority in this regard.

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(c) If one or more of the arbitrators appointed by the IRCON resigns from his appointment as an arbitrator or vacates his office, or is unable or unwilling to act so far any reason whatsoever or dies, the IRCON will have the power to appoint a new arbitrator to act in his place. Such arbitral tribunal shall be entitled to proceed with the reference from the previous arbitrator.

(d) Place of arbitration proceeding shall be the IRCON Headquarter or at a place where the agreement has been signed.

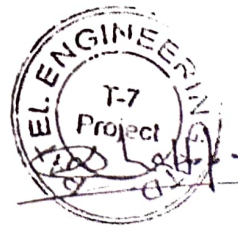
(e) The arbitral tribunal may from time to time, with the consent of parties IRCON and the executing agencies to these presents enlarge time for making and publishing the award. Cost of Execution of Agreement: All expenses in drawing up the Agreement and the cost of stamping and registration shall be borne by the Applicant jointly. Any charges, if levied for collection of registered agreement, shall also be borne by the Applicant. Scope: This MoU provides a flexible, overarching framework under which both parties may collaborate and cooperate for the installation of Stone Crusher. Both Parties at its discretion, in consultation with the other party can utilize the expertise of other agencies under their control in implementing the projects and free to sign any agreement/Memorandum of Understanding with such agencies. However, any duties and liabilities arising from such agreements/understanding shall be solely the responsibility of such agencies. This MoU shall be without prejudice to any other MoU entered in to between "Executing agencies" and "IRCON" earlier and shall not in any way affect any other understanding as may be necessary for any other project. This MoU shall remain in force till both Parties with mutual consent decide otherwise or amend this MoU, as may be considered necessary to ensure smooth and efficient execution of the projects.



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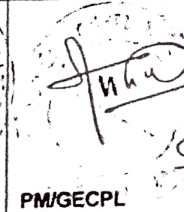
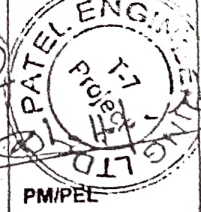
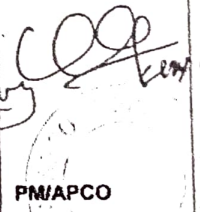

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Land: The Railway land required for Installation of Stone Crusher shall be licensed to the Applicant for 05 years or till the completion of Sivok Rangpo New BG Rail Line Project (whichever is earlier). Agreement in force From: The agreement shall be deemed to have come into force on and from... 20-08-2022

Consulation: "Executing agencies" and "IRCON" will consult with each other, whenever it may be appropriate and necessary, on the matters covered by this Memorandum and will use their best endeavors to ensure that employee and other staff of both the organizations cooperate in good faith with one another. Both Parties should apprise/Keep each other informed on project related matters. If any issue or dispute arise between Executing agencies and IRCON, they will use their best endeavors to resolve the dispute promptly and amicably.

IN WITNESS whereof, the PARTIES through their duly authorized representative here executed this MOU as of the site and place forth above.

 <p>For and on behalf of M/s IRCON International Ltd.</p> <p>Witness: 1. <u>[Signature]</u> 2. <u>[Signature]</u></p>	 <p>For and on behalf of M/s ITD Cementation India Ltd.</p> <p>Witness: 1. <u>[Signature]</u> 2. <u>[Signature]</u></p>	 <p>For and on behalf of M/s Gammon Engineers and Contractors Pvt. Ltd.</p> <p>Witness: 1. <u>[Signature]</u> 2. <u>[Signature]</u></p>	 <p>For and on behalf of M/s Patel Engineering Ltd.</p> <p>Witness: 1. <u>[Signature]</u> 2. <u>[Signature]</u></p>	 <p>For and on behalf of M/s APCO INFRATECH PVT. LTD</p> <p>Witness: 1. <u>[Signature]</u> 2. <u>[Signature]</u></p>	 <p>For and on behalf of M/s CS-Dharoia JV</p> <p>Witness: 1. <u>[Signature]</u> 2. <u>[Signature]</u> <i>Chakri</i></p>
--	--	--	--	--	---



NOTARY
Name
Ramesh Kr. Agarwal
AREA: SILIGURI
Dist: Kalimpong
98711997

भारत INDIA
INDIAN NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
LICENCE AGREEMENT

AL 432469

1) M/S ITD Cementation India Ltd.

[Signature]
ITD CEMENTATION INDIA LTD.

2) M/S CS. DHARAJIA JV

[Signature]
CS. DHARAJIA JV
KALIMPONG (W.B.)

3) M/S APCO Infratech Pvt. Ltd.

[Signature]
APCO Infratech Pvt. Ltd.

4) M/s Gammon Engineers Pvt. Limited

[Signature]
GAMMON ENGINEERS PVT. LTD.

5) M/S Patel Engineering Limited

SOLIDARLY SIGNED & DECLARED
BEFORE ME ON IDENTIFICATION

[Signature]
Ramesh Kr. Agarwal
NOTARY
SILIGURI
24 AUG 2022

SOLIDARLY SIGNED & DECLARED
BEFORE ME ON IDENTIFICATION

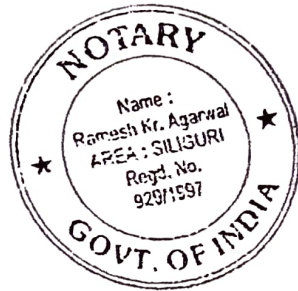
[Signature]
Dist. Kalimpong West Bengal Pin - 734315, herein represented by Mr. Sanjay Dhama,
in the capacity of Project Manager.

[Signature]
Ramesh Kr. Agarwal
NOTARY
SILIGURI
AND APCO Infratech Pvt. Ltd. having its project office at 4th mile near floridale
nursery, tashiding busty, Dist: Kalilimpong, West Bengal-734301, herein represented

24 AUG 2022

IDENTIFICATION
[Signature]

AA



ARFEE MINERALS AND AGGREGATES

Rabin Kumar
Partner

LICENSE AGREEMENT

This Sub-License Agreement (the "Agreement") is made and entered referring to M/s IRCON International Ltd.'s letter no. IRCON/2046/NFR-SRRP/Crusher Plant /3639 dated 1st day of July 2022 subjected to "Allotment of Railway Land at Sivok for setting up of stone Crusher Plant exclusively for Sivok- Rangpo New BG Rail Line Project at Siliguri, on this the ___ day of ___ 2022 by and between:

M/s ITD Cementation India Limited, having its office at National Plastic Building, A- Subhash Road, Paranjpee B Scheme, Vile Parle (E), Mumbai - 400 057, herein represented by Mr. Subhendu Ghosh, in the capacity of Senior General Manager.

AND M/s Gammon Engineers and Contractors Pvt. Ltd. having its project office at Sivok beside sivok Railway Station, P.O- Kalijhora, Distt: Darjeeling, West Bengal, here in represented by Mr. Deepak Purohit in the capacity of Assistant General Manager.

AND M/s Patel Engineering Ltd. having its project office at C/O Mrs Kousila Pradhan, Teesta Deogram, Teesta Bazar, P.O Teesta Bridge, Dist. Darjeeling West Bengal Pin - 734312, herein represented by Mr. Dipankar Chattopadhyay, in the capacity of Project Engineer.

AND M/s CS - Dhorajia JV having its project office at Sukha Khola, Rangpo Forest, Dist. Kalimpong West Bengal Pin - 734315, herein represented by Mr. Sanjay Dhama, in the capacity of Project Manager.

AND APCO Infratech Pvt. Ltd. having its project office at 4th mile near floridale nursery, tashiding busty, Dist: Kalilimpong, West Bengal-734301, herein represented



DECLARED
IN THE PRESENCE OF
RAMESH KR. AGARWAL
NOTARY
SILIGURI

24 AUG 2022

AR

This Agreement and all other transactions executed in pursuance hereof shall be governed and construed in accordance with the laws of India.

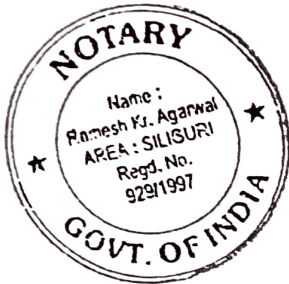
Counterparts

This Agreement is being executed in two counterparts and the Original Agreement shall be kept with the Licensor and the duplicate document shall be kept with the Sub-Licensee.

Costs: The stamp duty charges if any shall be shared by the Sub-Licensee.

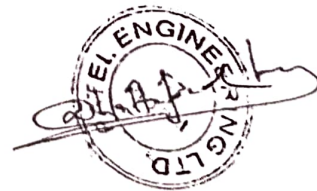
Amendments

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing and duly executed by both Parties.



AARPEE MINERALS AND CONCRETE
Ramesh Kr. Agarwal

Parties



SOLEMNLY AFFIRMED & DECLARED
BEFORE ME IN IDENTIFICATION

Ramesh Kr. Agarwal
Ramesh Kr. Agarwal
NOTARY
SILIGURI

24 AUG 2022

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by Mr. IB Khajuria in the capacity of Project Engineer.

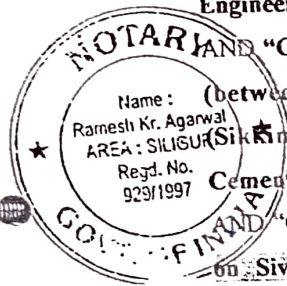
Are being duly authorized to do so, herein after collectively called the "Licensors" (which expression shall, unless excluded by or repugnant to the context, be deemed to include their executors, administrators and representatives).

AND Aarpee Minerals & Aggregates, having its office at Oodlabari Bazar, Oodlabari, Manabari, Dist. - Jalpaiguri, West Bengal - 735222, herein represented by Mr. Ratan Garg being duly authorized to do so, hereinafter called the "Sub-Licensor" (which expression shall, unless excluded by or repugnant to the context, be deemed to include their executors, administrators, and representatives).

The Licensors and Sub-Licensor are, herein after, individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS:

I M/s IRCON International Limited has entrusted the job of "Construction of Tunnels T1 (between 0+371 to 4+578) and T-2 (between Km 4+831 to Km 5+698) on Sivok (West Bengal) to Rangpo (Sikkim) New Single line BG Railway Line Project" to M/s Gammon Engineers and Contractors Pvt. Ltd.



AND "Construction of Tunnels T-3 (between 6+123 to 7+391) and T-4 (between Km 7+526 to Km 11+494) on Sivok (West Bengal) to Rangpo (Sikkim) New Single line BG Railway Line Project" to M/s ITD Cementation India Limited.

"Construction of Tunnel T-7 (between Km 7+526 to Km 11+494) on Sivok (West Bengal) to Rangpo (Sikkim) New Single line BG Railway Line Project" to M/s Patel Engineering Ltd.

AND "Construction of Tunnel T12 (between 6+123 to 7+391) and T-13 (between Km 7+526 to Km 11+494) on Sivok (West Bengal) to Rangpo (Sikkim) New Single line BG Railway Line Project" to M/s CS - Dhorajia JV herein after ~~all together~~ referred to as "Projects" on works contract basis.

II The Licensors have requested M/s IRCON International Limited for setting up a crusher plant for the production of aggregates in the Sivok - Rangpo Rail Project herein after referred to as "Main Project".

III M/s IRCON International Limited has taken a lease from North East Frontier Railway vide memo no. W/214/Market Value/ Sevoke - Rangpo/W-4 (Land) dated 29.11.2021 on a piece and parcel of premise as mentioned in Drawing No. IRCON/2046/NFR-SRRP/DWG/SVQ/RLYLAND/CP/01 at Sevoke in the Dist. - Darjeeling West Bengal, herein after referred to as "Land" and now in possession of the Land.

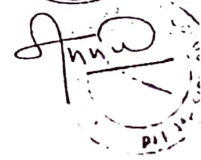
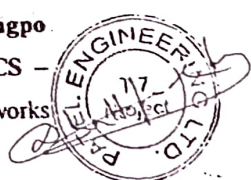
SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION BY Ramesh Kr. Agarwal NOTARY SILIGURI

M/s IRCON International Limited has now permitted the Licensors for

24 AUG 2022

AARPEE MINERALS AND AGGREGATES

Ratan Garg

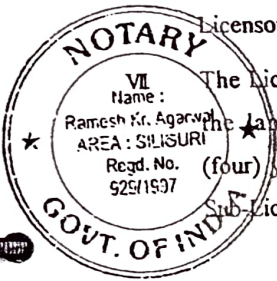


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setting up a crusher plant in the said Land on a rental basis with total rental charges of Rs. 53,44,775 /- (Rupees Fifty Three Lacks Forty Four Thousand Seven Hundred and Seventy Five only) + G.S.T @ 18% for 04 (four) years or actual completion of the Project whichever is earlier, vide M/s IRCON International Limited's Letter No: IRCON/2046/NFR-SRRP/Crusher Plant /3639 dated 1st day of July 2022.

V. Now, the Licensors will be in possession of all that allotted piece and parcel of the Land as mentioned in Drawing No. IRCON/2046/NFR-SRRP/DWG/SVQ/RLYLAND/CP/01 at Sivok in the Dist. - Darjeeling West Bengal measuring 2 Acres more or less after the payment of the aforesaid sum of Rs. 53,44,775 /- (Rupees Fifty Three Lacks Forty Four Thousand Seven Hundred and Seventy Five only) + G.S.T @ 18% and after entering into a License Agreement. And the said land is an open allotted land.

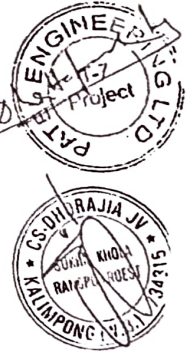
VI The Sub-Licensee, is desirous of obtaining premises for the purpose of establishing the Crusher plant for the production of aggregate and produced aggregate stack Yard in the interest of the Main project, hence requested the Licensors to grant the said License to the Sub-Licensee;



The Licensor (all together) has agreed to transfer the license in respect of the land received by him to the Sub-Licensee for a long period of 04 (four) years or actual completion of the Project whichever is earlier, to the Sub-Licensee.

AARPEE MINERALS AND AGGREGATES

Partner
Rakesh Kumar



NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

L DEFINITIONS

"Agreement" shall mean this Sub-License Agreement.

"Owner" M/s IRCON INTERNATIONAL LIMITED

"Licensor" means M/s ITD Cementation India Ltd. and M/s Gammon Engineers and Contractors Pvt. Ltd. and M/s Patel Engineering Ltd. and M/s CS - Dhorajia JV collectively and "Sub-Licensee" means M/s Aarpee Minerals & Aggregates.

"Premise / Land" allotted piece and parcel of the Land as mentioned in Drawing No. IRCON/2046/NFR-SRRP/DWG/SVQ/RLYLAND/CP/01 at Sivok in the Dist. - Darjeeling West Bengal measuring 2 Acres more or less.

"Commencement Date" shall mean _____

"Term" shall mean the term of the lease in respect of the Premises i.e., _____ 2022 to _____ 2026 (Total period will be 48 months), or to any extended period which will be as agreed between parties.

EMILY AP...
FORM MR...
NOTARIAL IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

GRANT OF SUB-LICENSE



24 AUG 2022



2.1 In consideration of the rent herein after reserved and of the rights and the covenants of the Sub-Licensee herein after contained, the Licensor hereby grants to the Sub-Licensee, and the Sub-Licensee here by accepts the grant from the Licensor, the license of the said Premises.

3 THE DATE OF THIS AGREEMENT COMING INTO EFFECT

This agreement shall come into effect only upon the Licensors entering into a License Agreement with the M/s IRCON International Limited (Owner) and handing over the possession of land by M/s IRCON International Limited (Owner) to the Licensor.

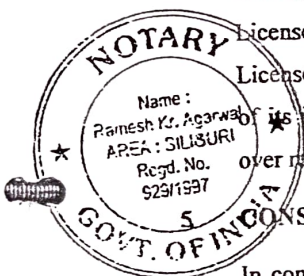
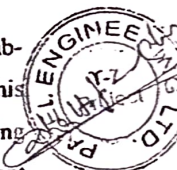
ANRPEE MINERALS AND AGGREGATES

Partner

4 TERM AND RENEWAL

The Term of the Agreement shall be for a period of forty-eight (48) months or the completion of the Project whichever is earlier commencing from the Commencement Date, i.e., 01.07.2022.

Renewal at the end of the Term shall be at the option of the Licensor & Sub-Licensee. In the event, the Licensee intends to exercise its option to renew this License Agreement; the Sub-Licensee shall give to the Licensor a notice in writing of its intention so to renew this Agreement. The Licensors will give his consent over renewal only after getting the written consent from the Owner.



CONSIDERATION

In consideration of the license hereby granted by the Licensors to the Sub-Licensee, the Sub-Licensee agrees to pay total rent of Indian Rupees Rs. 53,44,775/= (Rupees Fifty Three Lacs Forty Four Thousand Seven Hundred and Seventy Five only) (The "Rent"), plus GST @ 18% to the Licensors.

In the event the Sub-Licensee has exercised its option to renew this Agreement as specified hereinabove, the Licensor shall execute a fresh lease agreement in favor of the Sub-Licensee. The Parties agree that there shall be no escalation or any kind of a hike to the Rent up to the next 48 months or till such period this rental agreement may extend or renew subject to further renewal by Owner if the same will not be revised by the Owner.

The License agreement between M/s IRCON International Limited and North East Frontier Railway will also be binding to the SUB-LICENSEE.

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal NOTARY SILIGURI

The SUB-LICENSEE may while paying the rent, deduct such amount of TDS as may be payable on rent, as and if required, as the original certificate of deduction towards TDS is handed over by the LICENSORS to the LICENSEE. as per the provisions of law. The remitted TDS certificate generated 'online' should be given to the LICENSORS. THE SUB-LICENSEE can remit the rent



24 AUG 2022

directly to the Bank of the LICENSOR s. The details are as under:

Sl no	Name	Account number	ISFC Code	Amount
1	ITD Cementation India Limited	0184102000006637	IBKL0000184	10,68,955/- (GST 18% Extra)
2	Gammon Engineers & Contractors Pvt. Ltd.	039305013242	ICIC0000393	10,68,955/- (GST 18% Extra)
3	Patel Engineering Ltd.	29150500000049	BARBOCF SBAL	10,68,955/- (GST 18% Extra)
4	CS-Dhorajia JV	000763400001635	YESB0000007	10,68,955/- (GST 18% Extra)
5	APCO Infratech Pvt. Ltd.			10,68,955/- (GST 18% Extra)

LARGE MINERALS AND AGGREGATES

Rakso kr. Ag.

6 SECURITY DEPOSIT

6.1 The Sub-Licensee has to deposit with the Licensors Security Bank Guarantee equivalent to the amount of Indian Rupees Fifteen Lakhs only (INR 15,00,000/=) valid up to three months in excess of 48 months. The security Bank Guarantee has to be submitted within 15 (fifteen) days of the commencement date of this agreement, failing which this agreement will be redundant. The Security Bank Guarantee will be returned upon successful execution and fulfillment of the Rental and site clearance by the Licensor in original condition.

7. MAINTENANCE AND REPAIR

The Sub-Licensee is permitted to establish their set-up for establishing Crusher Plant, Material testing Laboratory, Material stackyard and all such temporary structures shall remain property of Sub-Licensee only.

All day to day repairs and maintenance of the utilities to the premises used by the Sub-Licensee shall be carried out by the Sub-Licensee at its own cost and expense.

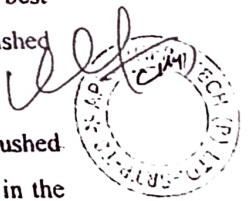
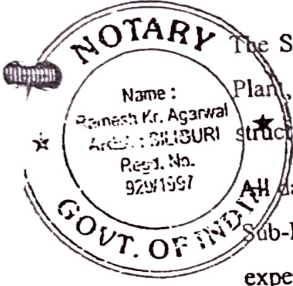
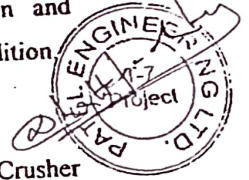
The Land is being licensed to the Sub-Licensee with the good faith and best interest that the Sub-Licensee will set up a crusher plant and supply the crushed stone aggregates to the Licensee as per requirement on a priority basis.

The Sub-Licensee should supply finish quality product of all grades of crushed stone as per approved mix design to all the project sites clause 1 mention in the agreement (under Sivok – Rangpo Tunnel Project) to the Licensor with a mutually agreed as mentioned and enclosed in Schedule – A.

Note: For transportation charges, the distance will be considered from the crushing plant located at the Land to the Licensor's stockpile location at the respective

project site. For technical terms and specifications and other requirements. Formal Material Purchase Order is to be used based on the above-agreed material rate.

The Sub-Licensee shall make proper use of entire land premises and take proper



5. I HEREBY AFFIRMED & DECLARED BEFORE ME MY IDENTIFICATION

Ramnesh Kr. Agarwal
NOTARY
SILIGURI

24 AUG 2022



care of the Premises. While at the time of leaving the premises after the works of Sub-Licensee are complete or if advised by the Licensors, the Sub-Licensee shall remove and take back all the materials used for temporary structures and Licensors shall not have any hold of these items or materials whatsoever to bring it back to its original condition.

The Sub-Licensee shall make his own arrangement of electricity, water supply, sewerage disposal, etc., and any other permission required by any statutes and from any authority in fulfillment to establish the crushing plant. The Sub-Licensee shall make his own arrangement of fencing, security guards to protect and safeguard their establishment and property. The Licensor shall not be held responsible for any damage or theft of Sub-Licensees' property and establishment.

The Sub-Licensee will indemnify the Licensor from any claim or disputes that may arise or due to arise for any act of non-compliance of the statutes by the Sub-Licensee. The raw material for the production of the finished product of the crusher is to be arranged by the Sub-Licensee in compliance to the laws and statutes. The royalty fee (Government Royalty Charge prevailing on this day of Agreement plus fixed agency commission of Indian Rupees Fifty only (INR 50/=) per MT of the finished product) for procuring the material is considered in the above-mentioned Base price of the finished product. The agency commission will remain fixed and firm throughout the tenure of this agreement. However, any change in the Government Royalty Charge post-signing of this agreement is to be considered by the Licensor on the production of proper authorized documentation.

The Sub-Licensee may be allowed to sell their product to another party within the Main Project if consented by the Owner or the Licensor in writing.

All approvals, Permits, Licenses, Local Issues, Statutory compliances, Safety, and Environmental compliances, Traffic, and Transport issues to be managed by the Sub-Licensee itself. In case of Safety and Environment related violations or any other violations related to Statutory Compliances, Sub-Licensee is solely responsible to comply with all these without any kind of Licensor's interference.

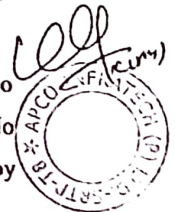
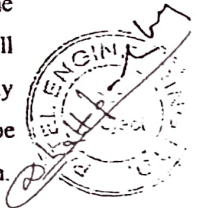
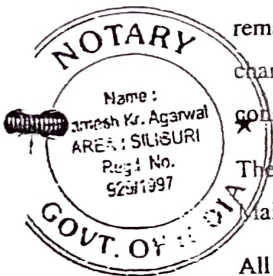
The Sub-Licensee is bound by to vacate and clear the land without any demur to the satisfaction of Licensor within 30 days after Licensor's written instruction. No compensation or claim whatsoever in nature to the Licensor will be entertained by the Licensor in this regard.

8 OTHER OUTGOINGS

The Sub-Licensee shall, during the term of this Agreement, shall pay for all actual electricity expenses, water bills etc. according to the monthly reading of the sub-meter (if electricity is available) board in respect of the Premises. The Licensor undertakes to forward to the Sub-Licensee the bills for such electricity supply; if at all the Licensee receives such bills.

MAPPEE MINERALS AND AGGREGATES

Rajesh Kumar



[Handwritten signature]

BEFORE ME
I HEREBY AFFIRMED & IDENTIFICATION

Anand K. Agarwal
NOTARY
SILIGURI

24 AUG 2022

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The Sub-Licensee shall be responsible for the payment of all existing and future rates, taxes, accesses, assessments, impositions, insurance premium and outgoings payable in respect of the Premises including municipal taxes, property tax and non-occupancy charges, etc.

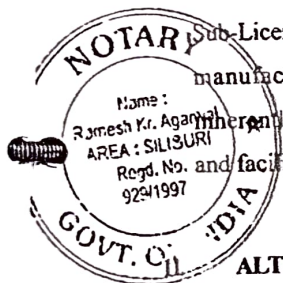
9 UTILITIES

The Sub-Licensee has to arrange and maintain their own water, sewage and drainage system, electricity, etc. for their establishment and running the crusher plant solely. The Licensor will not be responsible for any expense and consequences for such arrangement whatsoever. However, any such utilities in working condition, if any available at the premise, the same may be allowed to be utilized by the Sub-Licensee only if permitted and consented by the Owner. The charges for the utilization and enjoyment of such utilities will be solely borne by the Sub-Licensee and the Licensee will not be held responsible whatsoever.

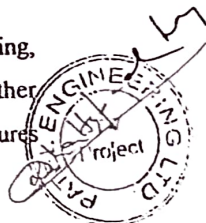
VOICE RECORDING AND VIDEO SURVEILLANCE
Ramesh K. Agarwal

10 USE OF THE PREMISES

The Sub-Licensee shall not do anything that is or is likely to be a nuisance or annoyance in the Premises or to the nearby occupants.

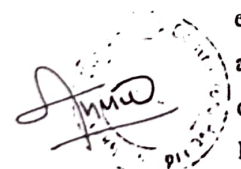
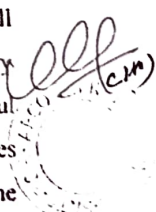


Sub-Licensee shall not use the licensed Premises for the purposes of storing, manufacturing or selling any contrabands, explosives, flammables or other inherently dangerous substance etc. But Sub-Licensee shall build temporary structures and facilities suitably required for setting up the crusher plant.



ALTERATION AND IMPROVEMENTS

11.1 The Sub-Licensee, at his own expense, shall have the right following the Licensor's consent to remodel, redecorate, and make additions, improvements, and replacements of and to all or any part of the Licensed Premises provided the same is required for the purpose of installation of crushing plant. The Sub-Licensee shall have the right to place and install, fixtures, equipment, and other temporary installations in and upon the Licensed Premises required for successful establishment and running of the crusher plant. All equipment, machinery, fixtures and temporary installations, whether acquired by Sub-Licensee at the commencement of the Term or placed or installed on the Premises by Sub-Licensee thereafter, shall remain that Sub-Licensee's property free and clear of any claim by the Licensor. The Sub-Licensee shall have the right to remove the same at any time during the term of this Agreement provided that all damage to the Premises caused by such removal shall be repaired by Sub-Licensee at his own expense.



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SPORA ME GA IDENTIFICATION
Ramesh K. Agarwal
NOTARY
SILIGURI
12



QUIET ENJOYMENT AND INSPECTION

24 AUG 2022

ES

As long as the Sub-Licensee performs all covenants and obligations contained in this Agreement, Licensors warrant quiet enjoyment of the Premises by the Sub-Licensee.

The Licensors shall have the right to enter upon the Premises at reasonable hours and after reasonable notice to inspect the same.

13 SUB-LICENSEES COVENANTS

The Sub-Licensee hereby agrees, undertakes and covenants with the Licensee as follows:

- a The Sub-Licensee here by confirms that they have received the said Premises in as is where basis (only open land).
- b The Sub-Licensee hereby agrees that they would pay for all charges regarding water, electricity consumed by them in the Leased Premises or arrange DG sets at their own cost.
- c That upon the expiration or sooner determination of this Agreement, the Sub-Licensee shall remove from the Premises, all such structures, fittings, and items, etc. belonging to the Sub-Licensee without in any way damaging the Premises, subject to reasonable wear and tear.

- d That upon the expiry of the period of the lease or sooner determination of this Agreement, the Sub-Licensee shall forthwith vacate the Premises and hand over vacant and peaceful possession of the Premises to the Licensors;

* That the Sub-Licensee agrees that it shall not undertake any activity which would be contrary to the terms and conditions of this Agreement or which would otherwise adversely affect the Licensor's right, title or interest in respect of the Premises;

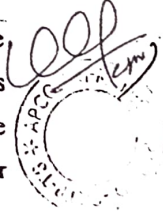
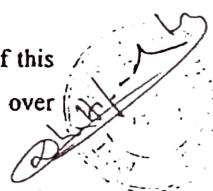
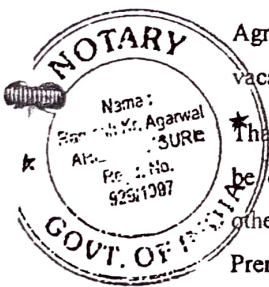
- f That the Sub-Licensee shall promptly notify the Licensors of any notice received by the Sub-Licensee in respect of the Premises;

- g That the Sub-Licensee shall not have any right to transfer, assign, mortgage the Premises. That the Sub-Licensee shall keep all articles, furniture, fixtures, vehicles or valuables in the Premises at its own risk in all respects and the Sub-Licensee shall not hold the Licensors responsible or liable for any damage to the same or any loss due to theft etc.

The Sub-Licensee has to arrange and deliver the product of approved grade at the rate agreed and as mentioned in the Material PO subject to its' terms and conditions. In case of the plant is non-operational for any reasons whatsoever, no extra payment or compensation will be made under any circumstances.

The land has been provided to Sub-Licensee in good faith and as agreed, Sub-Licensee has to supply the finished product of Crusher Plant to Licensor's shall all the Projects mentioned in clause 1 of this agreement (under Sivok - Rangpo

OFFICE MINERALS AND GEOLOGICAL
Rangpo for work



HELEMNLY APPOINTED & DECLARED BEFORE ME AN IDENTICAL COPY

NOTARY
SIVOK



24 AUG 2022

56

As long as the Sub-Licensee performs all covenants and obligations contained in this Agreement, Licensors warrant quiet enjoyment of the Premises by the Sub-Licensee.

The Licensors shall have the right to enter upon the Premises at reasonable hours and after reasonable notice to inspect the same.

13 SUB-LICENSEES COVENANTS

The Sub-Licensee hereby agrees, undertakes and covenants with the Licensee as follows:

- a The Sub-Licensee here by confirms that they have received the said Premises in as is where basis (only open land).
- b The Sub-Licensee hereby agrees that they would pay for all charges regarding water, electricity consumed by them in the Leased Premises or arrange DG sets at their own cost.
- c That upon the expiration or sooner determination of this Agreement, the Sub-Licensee shall remove from the Premises, all such structures, fittings, and items, etc. belonging to the Sub-Licensee without in any way damaging the Premises, subject to reasonable wear and tear.
- d That upon the expiry of the period of the lease or sooner determination of this Agreement, the Sub-Licensee shall forthwith vacate the Premises and hand over vacant and peaceful possession of the Premises to the Licensors;

* That the Sub-Licensee agrees that it shall not undertake any activity which would be contrary to the terms and conditions of this Agreement or which would otherwise adversely affect the Licensor' right, title or interest in respect of the Premises;

- f That the Sub-Licensee shall promptly notify the Licensors of any notice received by the Sub-Licensee in respect of the Premises;
- g That the Sub-Licensee shall not have any right to transfer, assign, mortgage the Premises. That the Sub-Licensee shall keep all articles, furniture, fixtures, vehicles or valuables in the Premises at its own risk in all respects and the Sub-Licensee shall not hold the Licensors responsible or liable for any damage to the same or any loss due to theft etc.

The Sub-Licensee has to arrange and deliver the product of approved grade at the rate agreed and as mentioned in the Material PO subject to its' terms and conditions. In case of the plant is non-operational for any reasons whatsoever, no

HELEMENLY APPROVED & DECLARED BEFORE ME ON INSTANT

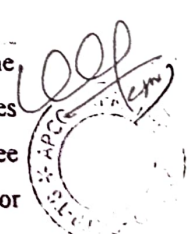
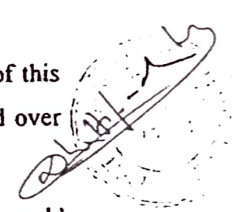
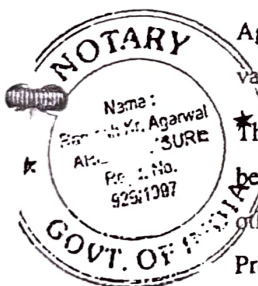
extra payment or compensation will be made under any circumstances.

The land has been provided to Sub-Licensee in good faith and as agreed, Sub-Licensee has to supply the finished product of Crusher Plant to Licensor' shall all

the Projects mentioned in clause 1 of this agreement (under Sivok - Rangpo

24 AUG 2022

RANKO FOR WORK





Tunnel Project) on utmost priority. After fulfillment of the Licensor's requirement, upon Licensor's consent the Sub-Licensee may sell the product to others without any liability to Licensor.

j) The Sub-Licensee agrees the FOR site material rate of the finished product of different grade crushed stone for all projects mentioned in clause 1 of this agreement (under Sivok-Rangpo Tunnel Project) as follows:

- A) Base Rate: per MT
- B) Transportation: per km per MT
- C) FOR Site Rate: (A) +(B)

These rates are fixed and firm till the end of this agreement.

k) Responsibility of royalty payment of the stone which will be crushed are solely lying with the Sub-Licensee and the Licensor will not have any responsibilities for payment of royalty to the department.

14 LICENSOR'S COVENANTS

The Licensors hereby agree, undertake and covenant with the Sub-Licensee as follows:

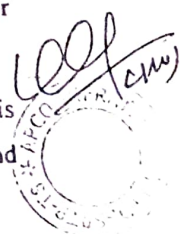
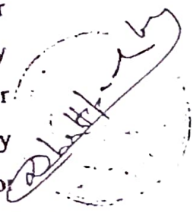
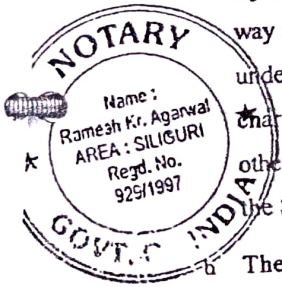
a) That there is no mortgage, charge, encumbrance, impediment or restraint or injunction against the Licensee or in respect of the Premises that would in any way affect the Sub-Licensee's rights under this Agreement. Further, the Licensor undertakes that it shall not, during the subsistence of this Agreement, create any charge, mortgage or other encumbrance over the Premises or assign, transfer or otherwise deal with the Premises in such a manner so as to prejudice the rights of the Sub-Licensee here under.

The rent shall be paid by the Sub-Licensee. If Sub-Licensee fail to establish his plant within the stipulated period, and the delivery of product is impacted, Licensors are at their liberty to cease the agreement and in such case, the rent amount as had been paid by Sub-Licensee will not be refundable either in full or in part.

c) If in the event, any of the party(ies) of the Licensors withdraw(s) from this agreement, this agreement remains in force with its prevailing terms and conditions with the rest of the party(ies).

OFFICE MINERALS AND COAL DEPARTMENT
DISTRICT OFFICE SILIGURI

Particular from Licensor



SOLEMNLY AFFIRMED & DECLARED BEFORE ME IN IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

TERMINATION

This Agreement shall be terminated only in the manner provided herein and on no other ground.

If the Sub-Licensee commits a breach of any terms of the Agreement, the Licensor is entitled to revoke and terminate the Agreement by giving the Sub-Licensee thirty



24 AUG -22



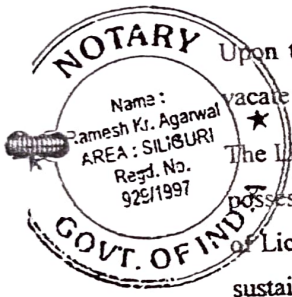
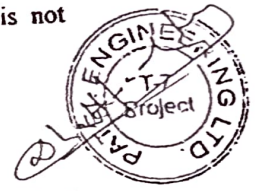
(30days) notice in writing and giving reason for the same. If within that time, the Sub-Licensee remedies the breach to the satisfaction of the Licensor, the notice will be deemed to be waived.

Either Party ("Non-defaulting Party") may terminate this Agreement in the event of a material breach by the other Party ("Defaulting Party") of any of its obligations under this Agreement, provided that a 30-day written notice in that behalf is given to the Defaulting Party. Not with standing the foregoing, if the Defaulting Party remedies the breach to the satisfaction of the Non-Defaulting Party within the said period of 30 days, the notice shall stand withdrawn and this Agreement shall continue to be valid and binding. However, if the Defaulting Party does not rectify the default, the Non-Defaulting Party may terminate this Agreement.

If the Owner decides to revoke the license granted to the Licensor, this agreement stands terminated in consequence and the Sub-Licensee will hand over the premise in original condition within the notice period as served by the owner. No compensation or demurrage or expenses whatsoever be paid by the Licensor to the Sub-Licensee. The rental charges also will not be refunded if the same is not refunded by the Owner.

MINERAL AND TECHNOLOGY
Datto Idris Ward

15 CONSEQUENCES OF TERMINATION



Upon the expiry or earlier termination of this Agreement, the Sub-Licensee shall vacate the Premises and hand over vacant possession thereof to the Licensor.

The Licensor shall simultaneously with the Sub-Licensee handing over of the vacant possession return the refundable Security Deposit to the Sub-Licensee. Also in case of Licensor is the defaulting party, then they shall suitably compensate to the losses sustained by the Sub-Licensee due to forcible vacating of premises.



All temporary structures, materials, fittings and fixtures installed by the Sub-Licensee, including without limitation any utilities, carpeting, equipment and furniture, shall be the sole property of the Sub-Licensee only including all fittings and fixtures of permanent nature erected by the Sub-Licensee shall remain the property of the Sub-Licensee.

16 FORCE MAJEURE

If at any time during the Term, the Premises is damaged or destroyed by fire, storm, flood, tempest, earthquake, terrorist act, war, riot, civil commotion, or any other irresistible force or act of God so as to make the same unfit for occupation and use for the purpose they are taken then the lease stand terminated and the Licensor shall refund the security deposit (no interest is payable on the sum of security deposit) within 30 days upon fulfillment of the terms of this agreement.



17. INDEMNITY

BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

24 AUG 2022

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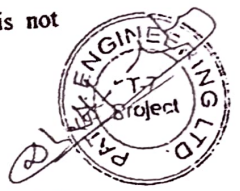
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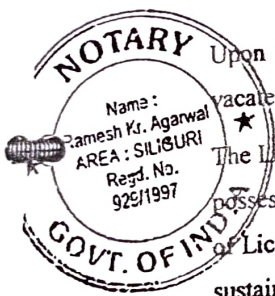
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RENTAL CHARGES AND SECURITY DEPOSIT
Rental for work

15 CONSEQUENCES OF TERMINATION



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17. INDEMNITY

Handwritten signature

Pamesh Kr. Agarwal NOTARY SILIGURI

24 AUG 2022

80

SURFACE MINERALS AND AGGREGATES

Rakesh Kumar

The Licensor shall keep the Sub-Licensee fully indemnified and harmless at all times, against any action or proceedings, loss or liability, cost or claim that may arise against the Licensor or the Premises hereby licensed by reason of any defect in title on the part of the owners of the said Premises or their predecessors, in the title against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the Premises by the Licensee.

18. LEGAL OBLIGATIONS:

The Sub-Licensee shall in performing the agreement comply with all the laws and regulations of India and more particularly of the State of West Bengal applicable for the performance of this agreement (including but not limited to those relating to working hours, noise, nuisance, pollution including environmental pollution and safety) and with any regulation or requirement of any relevant authority or of any utility undertaking with those systems the works or the Subcontract works are connected or will be connected in future All local problems shall be handled by the Sub-Licensee.

19. DISPUTERESOLUTION:

Amicable Settlement and Arbitration: If any dispute, controversy or claim between the Parties arises out of or in connection with this contract, including the existence, breach, termination or validity thereof ("Dispute"), whether during the progress of the agreement and/or after the completion of the agreement, the Parties shall use all reasonable endeavors to negotiate with a view of resolving the Dispute amicably. If a party gives the other Party notice that a Dispute has arisen ("Dispute Notice") and the Parties are unable to resolve the Dispute amicably within 60 (sixty) days of issuing of the Dispute Notice (or such longer period as the Parties may mutually agree), then the Dispute shall be referred to Arbitration. The Arbitral Tribunal shall consist of a sole Arbitrator who shall be appointed jointly by the Parties. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The Arbitral award shall be final and binding on the Parties. The venue of the arbitration shall be Mumbai, India. Cost of Arbitration shall be borne by the respective Parties. The language of the arbitration proceedings shall be English.

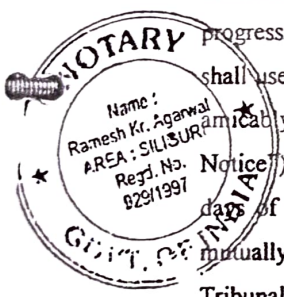
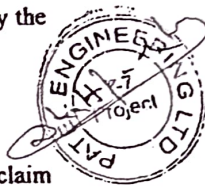
Unless the agreement or the Licensee there under has already been terminated, the Sub-Licensee shall in every case continue to proceed with the agreement with all due diligence regardless of the nature of the Dispute and shall give effect forthwith to every instruction of the Licensor except and to the extent that the same shall have been revised by:

- (a) Settlement agreement; or
- (b) Arbitral award

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY

Dispute in Connection with or Arising out of Main Contract Touching or



24 AUG -2024

X

Concerning Agreement: If a dispute of any kind whatsoever arises between the Owner and the Licensor in connection with, or arising out of, the Main Contract or the execution of the Main Works, whether during the execution of the Main Works or after their completion and whether before or after repudiation or termination of the Main Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Owner, and the Licensor's of the opinion that such dispute touches or concerns the agreement and arbitration of such dispute under the Main Contract commences, the Licensor may by notice require that the Sub-Licensee provide such information and attend such meetings in connection therewith as the Licensor may reasonably request. The cost for providing such information and attending such meetings by the Sub-Licensee shall be borne by the Sub-Licensee.

INDIAN MINERALS AND AGGREGATES

Rajendra Kumar
PERFORMER

21 ENVIRONMENTAL PROTECTION

In addition to the strict compliance of all the Applicable Laws and the manual and instructions for 'Environment, Health and Safety' more particularly as stipulated in the relevant Annexure, the Sub-Licensee shall ensure and take all required steps to protect the environment (both on and off the site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of its operations. The Sub-Licensee shall ensure that emissions, surface discharges and effluent from the Sub-Licensee's activities shall not exceed the values stated in the specification or prescribed by the Applicable Laws.

NOTARY
Name :
Ramesh Kr. Agarwal
AREA : SILIGURI
Regd. No.
929/1997

GOVT. OF INDIA

MISCELLANEOUS

Entirety

The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire agreement between them regarding the subject matter hereof and no alterations, additions or modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties after the execution of this Agreement and the understanding reached in view of the Previous Agreements and/or any other letters, agreements, addendums, supplemental agreements shall stand terminated from the Effective Date.

Notices

Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by electronic transmission and then confirmed by postage prepaid registered airmail or by nationally recognized courier service, in the manner a selected by the Party giving such notice to the following addresses:

In the case of notices to the Licensor: Common address
SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

[Handwritten signature]
SILIGURI

[Handwritten signature]
Ramesh Kr. Agarwal
NOTARY
SILIGURI

24 AUG 2022

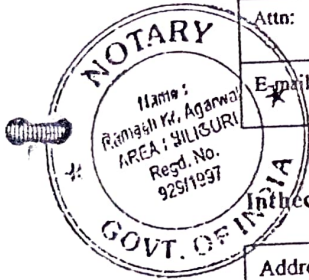
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SILIGURI

INDIA LTD. *
INDIA LTD.

Address:	ITD Cementation India Limited
Attn:	Subhendu Ghosh Phone no: 96121-67267
E-mail:	subhendu.ghosh@itdceem.co.in
Address:	GAMMON ENGINEERS AND CONTRACTORS PVT. LTD.
Attn:	Mr. Deepak Purohit Phone no:70178-51513
E-mail:	Deepak.Purohit@gammonengineers.com
Address:	PATEL ENGINEERING LTD.
Attn:	Dipankar Chattopadhyay Phone no:81599-37732
E-mail:	dipankar.chattopadhyay@pateleng.com
Address:	CS - DHORAJIA JV
Attn:	Sanjay Dhama, Phone No: 82192-99706
E-mail:	Sanjay.dhama@dhorajia.com
Address:	APCO Infratech Pvt. Ltd.
Attn:	Mr. IB Khajuria Phone No: 96413-09840
E-mail:	ibkhajura@apcoinfra.com



In the case of notices to the Sub-Licensee:

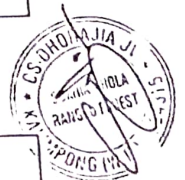
Address:	Aarpee Minerals & Aggregates Oodlabari Bazar, Oodlabari, C/o Ratan Kumar Garg. Manabari, Dist. - Jalpaiguri, West Bengal - 735222 Branch Office: Room no-204, 2 nd Floor, Time Square Building, opp. MG Showroom Ravi auto, Sevoke Road, Siliguri, Dist: Jalpaiguri, West Bengal -734001
Attn:	Ratan Garg, Phone No: 9800061111
E-mail:	aarpeemineralsaggregates@gmail.com
GST	19ABDFA3582B1ZP

EDULAKH APPOINTED & DECLARED BEFORE MR. CH. IDEN

Ramkishor K. Agarwal
NOTARY
SILIGURI



[Handwritten signatures and stamps]



AREE MINERALS AND AGGREGATES
Ratan Garg
PERLINEE

All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back if transmitted by facsimile/electronic transmission, or (ii) the business date of receipt if transmitted by courier or registered mail.

All letters, notices, or communication intended to be served on the Sub-Licensee after the commencement of this Agreement shall be deemed to be effectually served if sent by post and addressed to the Sub-Licensee at the Premises.



2 AUG 2022



This Agreement and all other transactions executed in pursuance hereof shall be governed and construed in accordance with the laws of India.

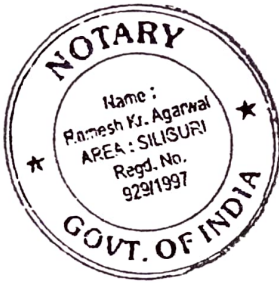
Counterparts

This Agreement is being executed in two counterparts and the Original Agreement shall be kept with the Licensor and the duplicate document shall be kept with the Sub-Licensee.

Costs: The stamp duty charges if any shall be shared by the Sub-Licensee.

Amendments

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing and duly executed by both Parties.



AARPEE MINERALS AND ^{Wang} CO. REGALTY
Rabok

Parties



SOLELY APPROVED & DECLARED
BEFORE ME (IN IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

24 AUG 2022



Govt. of West Bengal
Office Of The Sub-Divisional Officer : Kurseong
General Section.(Mining)

Memo. No. 8.3 /Gen(Min.)22

Date: 29-9-2022

To:

✓ AARPEE MINERALS & AGGREGATES
Rp Mansion, Oodlabari
Dist. Jalpaiguri-735222



Subject: Consent to Establish (CTE) of New Stone Crusher at Sevoke Rangpo, P.S- Kurseong, Dist. Darjeeling regarding

Ref: Your Petition dated 26/08/2022 along with enclosures;

Sir

Your Petition above has been scrutinised by this Office along with following documents:

1. DPR on 26/08/2022.
2. Certificate for change of character of land from N/A to N/A of Plot No., Khatian No.-, JL No.- ..02., Mouza. Sevoke Forest, P.S.- Kurseong .; Dist.. Darjeeling.
3. Receipt of Khajana upto : N/A
4. General Power of Attorney (if applicable): xx
5. Partnership Deed (if applicable) between applicant and other proprietors of M/s ITD Cementation India Ltd and Four Others.
6. Enquiry Report of BL&LRO/BDO/any other competent authority : Yes. vide Memo No. 1060/Estt. , dated ; 21/09/2022
7. Challan of Rs.138802/- paid through PNB against WBPCB A/C. No.- 1096050101684;
8. Assessment Statement showing Project Cost of Rs...9,70,64000/- as ratified by LD NOTARY GOVT.OF INDIA,SILIGURI,DARJEELING ;
9. Other relevant documents, etc., showing the need of your Company and necessary clearance from related authorities, as required.

In response to the application for Consent to Establish (NOC), as referred to above, this is to inform that this Office has no objection as such to clear for the Consent To Establish (NOC) to the proposed Stone Crusher Plant at Sevoke. on 2.00 Acre of Land in Plot No. NIL, JL No.- 02....., Khatian No.- NIL..... - as approved for use on conversion, subject to fulfilment of the following conditions:

1. The Structures, Installations, Utility & Facility components must be as per standard environment & health norms and must not create hazards to the lives around including flora & fauna - which has to be ratified by the West Bengal Pollution Control Board after the structures and installations are placed on ground before production;
2. The quality of sewage and trade effluent to be discharged from your factory shall satisfy the permissible limits as prescribed in IS : 2490 (Pt. I) of 1974, and / or its subsequent amendment and Environment (Protection) Rules 1986 - which has to be certified by the WB PCB/ any Third Party Agency recognized by WBPCB within 30 days of initiation of production, failing which this provisional clearance may be withdrawn;
3. Suitable measures to treat your effluent shall be adopted by you during establishment of the unit in order to reduce the pollution load so that the quality of the effluent satisfies the standards mentioned above;
4. You shall have to apply to the Government for its consent to operate and discharge of sewage and trade effluent according to the provisions of the Water (Prevention & Control of Pollution) Act 1974. No sewage or trade effluent shall be discharged by you to nature without prior consent of West Bengal Pollution Control Board;
5. All emission from your Factory shall conform to the standards as laid down by WB PCB;

Contd..

(15)


Pg-2

6. No emission shall be permitted without prior approval of WB PCB and you shall apply to the Government for its consent to operate and atmospheric emission as per provision of the Air (Prevention of Pollution) Act, 1981;
7. No industrial plant, furnace, flues, chimneys, control equipment, etc. shall be constructed / reconstructed. erected / re-erected without prior approval of WB PCB;
8. You shall have to ensure following additional installation of (i) your own metalled roads inside the premises for preventing dust accumulation into air, (ii) construction of wind breaking walls for preventing dust flow down air, (iii) dust containment cum suppression system for the equipments, (iv) erection of green walls along the periphery, (v) continuous sprinkling at source of dusting and regular cleaning & wetting of the ground within the premises, (vi) space for safe dumping of end waste and means for hazard-free disposal of the same, (vii) have to ensure suspended particulate matter measured between 3 to 10 metres from any process equipment of your Unit which shall not exceed 600 µg/MP - to be certified by a specialist house / agency within 30 days from start of production;
9. You will have to avail necessary clearance for use of public roads and installation etc. from concerned local authorities having authority;
10. You will have to ensure non-causing of nuisance to private parties in course of your construction, production, transportation, etc;
11. You shall comply with the following without fail :
 - (i) Each & every staff and workers of the Factory must have to be provided with adequate safety equipments & measures for protecting them from the dust particles and industrial waste – as per PCB norms;
 - (ii) Acts and Rules, as applicable to employees and workers, on Payment of Wages, Gratuity etc. and HR Issues, necessary Insurance coverage from damage to public life – must have to be followed;
 - (iii) Extraction of RBM as raw materials will be guided by the existing Act & Rules of the State for which due permission will have to be secured;
 - (iv) Rules related to payment of Taxes, etc. to the Govt. authorities and Local Bodies will have to be complied with;
 - (i) Environment (Protection) Act & Rules, 1986 will have to be complied with;
 - (ii) Hazardous Wastes (Management & Handling) Rules, 1989 and Amended Rules 2000;
 - (iii) Manufacture, Storage & Import of Hazardous Chemicals Rules, 1989 & Amended Rules, 2000;
 - (iv) The Public Liability Insurance Rules, 1998 & Amended Rules 1993;
 - (v) Biomedical Wastes (Management & Handling) Rules 1998 and Amended Rules 2000, if applicable;
 - (vi) Ozone Depleting Substances (Regulation & Control) Rules 2000, if applicable.
 - (v) You will have to abide by any other stipulations as may be prescribed by any authorised body / Government Departments.

On installation of Plants & Tools, you may please approach for getting CTO clearance along with following:

1. Application in proper Form adduced with necessary supporting documents;
2. Declaration as to abiding by the clauses stated above in an NJ Stamp of Rs.100/= with acceptance of provision that failure to comply will attract penal measures;
3. Clearance Report on observation of special protective measures for safeguarding Environmental issues as referred to at Points 1, 2, 4, & 8;
4. Fees to be paid to SDO Kurseong vide TR 7/PNB Challan to the tune of Rs . 26,000 per year or as revised by the WB PCB and other Govt. Departments from time to time.

Please note that, this CTE does in no way confirm a clearance for production without necessary administrative and PCB clearance.


 Sub-Divisional Officer
 Signature of
 Competent Authority

Date: 29/9/2022

Memo. No. S3 /1(7) / CTE/2022

Copy forwarded for Information and necessary action to:

1. District Magistrate Darjeeling.
2. District Land & Land Reforms Officer, Darjeeling
3. Block Development Officer Kurseong.
4. Executive Engineer, Teesta Canal Investigation Division, Assam Morth, Jalpalguri;
5. Executive Engineer, WB PCB, Paribahan Nagar, Siliguri, Darjeeling;
6. Sub Divisional Officer (I&W), Kurseong
7. Block Land & Land Reforms Officer, Kurseong.


 Signature of
 Competent Authority



Government of West Bengal
Office of the Sub-Divisional Officer
Kurseong
Fax No. 0354-2344448(O)/2344444
e-mail :sdokurseong@gmail.com

Memo. No. : 136 ^{JM} (M&M)/2022

Date :22.12.2022

Consent to Operate

Under Section 25 & 26 of the Water (Prevention and control of Pollution) Act, 1974 and Section 21 of the Air (Prevention and control of Pollution) Act, 1981 and WBPCB Notification No. 1542-4A-6/2015 dt.01.06.2015

Under the provisions of Section 25 & 26 of the Water (Prevention and Control of Pollution) Act, 1974, as amended and Section 21 of the Air (Prevention and Control of Pollution) Act, 1981, as amended, and Rules and Orders made there under, this Office hereby grants a formal CONSENT TO OPERATE (CTO) to AARPEE MINERALS & AGGREGATES New Stone Crusher Unit at Sevoke on an area of 1.97acre in JL No.:02, Mouza: Sevoke Forest Dist.: Darjeeling. The same Operation of the Unit is initially valid till the completion of the IRCON Project (BG Line tunnel Project form Sevoke to Rangpoo) subject to a maximum of 5 (Five) years.

The same CTO is issued conditionally by restricting the discharge of liquid effluent and gaseous effluent from the premises / land of the industrial unit, in accordance with the Terms & Conditions mentioned in the Annexure to this consent letter. Provided that on any day at any instance the quantity and quality of liquid discharge and gaseous emission shall not exceed the permissible limit as specified in the Table I & II of this consent letter and in the Environmental (Protection) Act, 1986.

Breach of the conditions and / or failure to comply with the directions as set out in the Annexure shall render the applicant liable for prosecution under the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981.

This Office reserves the right to revoke, withdraw or make any reasonable variation / change / alter the conditions of this consent letter.

Sub Divisional Officer
Kurseong

ANNEXURE

Consent to Aarpee minerals & Aggregates for its unit at Sevoke (Railway Land), LR Plot Nos.: NIL, LR Khatian No. NIL of JL No.:02, Mouza: Sevoke Forest, Dist.: Darjeeling

Conditions:

This Consent is valid for the manufacture of:-

Sl.	Major products and by-products	Quantity manufactured per month
01	Stone Chips	75000 metric Ton / month

2. The Applicant shall remain responsible for quantity and quality of liquid effluent and air emissions.
3. Daily discharge of industrial liquid effluent shall not exceedNIL.....KL
4. Daily discharge of domestic liquid effluent shall not exceedNIL.....KL
5. Daily discharge of mixed (industrial & domestic) liquid effluent shall not exceedNIL.....KL
6. The Applicant shall discharge liquid effluent toN.A..... (Place of discharge) throughN.A..... nos. outlets/outfalls.
7. To bring into any altered or new outlet/outfall or to change the place of discharge, the Applicant shall have to inform the Board and obtain prior permission of the Board in this effect.
8. The Applicant shall provide comprehensive facility for treatment of industrial liquid waste and domestic liquid waste (sewage, sullage and liquid effluent generated from canteen), and operate and maintain the same continuously so that the quantity of final effluent conforms to the Standard as given in Table-I to this CTO.

Table- I

Outlet No.	Nature of effluent	Parameters	Standard	Frequency of effluent sampling
		pH	Between : 6-9	
		Total suspended Solids	Not to exceed: 50 mg/l	
		Biochemical Oxygen Demand(3day at 27°C)	Not to exceed: 50 mg/l	
		Chemical Oxygen Demand	Not to exceed : 250 mg/l	
		Oil & Grease	Not to exceed : 10 mg/l	

9. The UNIT falls in the Orange Category of the Water (Prevention and Control of Pollution) Cess Act, 1977 and Rules made there under and the Applicant shall comply with the provisions of the said Act and Rules made there under.
10. Daily water consumption for the following purposes should not exceed:-
 - Industrial cooling, spraying in mine pits and boiler feed water — /day
 - (Water used for gardening should be included in this category of use)
 - Domestic purpose — NIL
 - Processing whereby water gets polluted and the pollutants are easily biodegradable — NIL
 - Processing whereby water gets polluted and the pollutants are not easily biodegradable — NIL

The authority operating the Unit shall regularly submit to the board the Returns of Water Consumption in the prescribed form and pay the Cess as specified under Section 3 of the said Act

Q8

11. The Applicant shall install suitable device for measuring the volume of water consumed for different purposes as mentioned above giving correct result to the satisfaction of the State Board.

12. All the stacks connected to various sources of emissions must be designated by numbers such as S-1, S-2, S-3, etc., and this must be painted / displayed to facilitate identification.

13. The Applicant shall install comprehensive control system consisting of pollution control equipment as it warranted with reference to generation of air emissions and operate and maintain the same continuously so as to achieve the level of pollutants to the standard as given in Table-II below.

Table - II

Stack No.	Stack height from G.I., (in mts.)	Stack attached to(sources and control system, if any)	Volume Nm ³ /hr	Velocity of gas emission m/sec	Concentration of parameters not to exceed				Frequency of emission sampling
					SPM (mg/Nm ³)	CO (% v/v)			
S-1									
S-2									

14. The Applicant shall provide ports in the stack(s) and other necessary permanent facilities such as ladders platform, etc. for monitoring/sampling the air emissions and the same shall be made available for inspection and use by the State Board's staff as well as State Board's authorised agencies.

15. The Applicant shall observe the following fuel consumption pattern :-

Sl. No.	Type of fuel	Quantity consumed per day	Fuel burning operation where the fuel is used
01			
02			
03			
04			
05			

16. The Applicant shall maintain the generation and treatment/disposal of non-hazardous solid waste as specified below :

Type of waste	Quantity	Treatment	Disposal
Waste from process	NIL	NIL	NIL
Waste from liquid effluent treatment	NIL	NIL	NIL
Waste from Air Pollution Control Units	NIL	NIL	NIL
Rejected materials/Scrap	NIL	NIL	NIL

17. The Applicant shall take adequate measures for control of noise levels from its own sources within the premises within the limit given below :

Time	Limit in dB(A)Leq
Day Time(06a.m. to 09p.m.)	70
Night Time(09p.m. to 06a.m.)	70

18. The Applicant shall at all times maintain good house-keeping, proper working order, and operate efficiently for control of pollution from all sources so as not to cause nuisance to surrounding areas/inhabitants and to achieve compliance with the terms and conditions of the consent.

(X)

19. The Applicant shall bring about at least 33% of the available open land under the green coverage / plantation.
20. The Applicant shall provide for an alternate electric power source sufficient to operate all pollution control facilities installed by the Applicant to maintain compliance with the terms and conditions of the consent. In absence of such an alternate electric power source, the Applicant shall stop, reduce or otherwise control production to abide by the terms and conditions of the Consent regarding pollution level.
21. The Applicant shall install a separate energy meter showing the consumption of energy for operation of pollution control devices.
22. The Applicant shall ensure that fugitive emissions from the activity are controlled so as to maintain clean and safe environment in and around the factory premises.
23. The Applicant shall provide drainage system for conveying industrial and domestic liquid waste. Storm-water drain shall be kept separate from the drainage system meant for industrial and domestic liquid waste.
24. The Applicant shall maintain a separate register showing consumption of chemicals used in pollution control system.
25. The Applicant shall get the samples of hazardous wastes/leachates analysed at least once in a month from the laboratory recognised of the West Bengal Pollution Control Board and ensure that they conform to the limits stipulated. Test reports shall be sent to the Board.
26. The Applicant shall provide adequate and safe facility for collection of air, wastewater and solid waste samples by the State Board's staff as well as State Board's authorised agencies.
27. The Applicant shall submit to the State Board by the 30th September of every year the Environmental Statement Report for the financial year ending 31st March of the current year in the prescribed form (Form-V) as required under the provisions of rule 14 of the Environment (Protection) (Second Amendment) Rules, 1992.
28. The Applicant shall allow the Officers of the State Board to enter into the applicant's premises at any reasonable time to inspect the pollution control systems as well as monitoring and measuring devices in connection with prevention & control of pollution.
29. The Applicant shall maintain an Inspection Book in the factory premises which shall be made available to Officers & employees of the State Board for inspection, review and to write down any direction or observation as is deemed necessary during the inspection from time to time.
30. The Applicant shall furnish to the State Board all information in respect of quality, quantity, rate of discharge, place of discharge of liquid effluent and air emissions.
31. The Applicant shall maintain adequate number of qualified and trained personnel among his staff for proper maintenance and operation of the effluent treatment and/or emission control devices and for overall environment management of the industry.
32. The Applicant shall have to make registration for the use of groundwater, if any, with Central Ground Water Authority.

BEFORE THE HON'BLE NATIONAL
GREEN TRIBUNAL EASTERN ZONE
BENCH, KOLKATA

ORIGINAL APPLICATION NO.
111/2024/EZ

In The Matter of:

Subhas Datta

... Applicant



Versus

State of West Bengal & Ors.

... Respondents

COUNTER AFFIDAVIT ON
BEHALF OF THE RESPONDENT
NUMBER 03, IRRIGATION &
WATERWAYS DEPARTMENT,
GOVERNMENT OF WEST
BENGAL.

SIBOJYOTI CHAKRABARTI
Advocate

For The State of West Bengal

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