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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

I. A. No. 61 of 2024/EZ

(Arising out of ORIGINAL APPLICATION NO. 111/2024/EZ)

M/s Aarpee Minerals & Aggregates

..... Applicant.

-Versus-

Subhas Datta & Ors.

..... Respondents

INDEX

SL	PARTICULARS	ANNEXURE	PAGE
1.	Interlocutory Application		1-10
2.	Photocopy of the Latest Partnership Deed is annexed herewith	"P-1"	11-19
3.	Photocopies of the above referred documents are collectively annexed herewith	"P-2"	20-39
4.	Proof of Service (Email)	"P-3"	42

Filed by

Krishnendu Bera

Krishnendu Bera

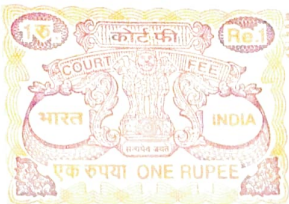
Advocate

For The Applicant

Email: 9804470595

(M):krishnendubera87@gmail.com





X

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

I. A. No. of 2024/EZ

(Arising out of ORIGINAL APPLICATION NO. 111/2024/EZ)

In The Matter of:

An application Under Section 19(4)(a) read with Under Section 18 (1) of the National Green Tribunal Act, 2010 for addition of M/s Aarpee Minerals & Aggregates, a partnership firm having site office at Sevoke, J. L. No.-2, Mouza-Sevoke Forest, P.S-Kurseong, District: Darjeeling and registered office at Premises No. 883/N/282/883, Ashram Para, P.O & P.S- Siliguri, Pin: 734001, Siliguri, Darjeeling as a party respondent in connection with the instant original application;

AND

In The Matter of:

M/s Aarpee Minerals & Aggregates, a partnership firm having site office at Sevoke, J. L. No.-2, Mouza-Sevoke Forest, P.S-Kurseong, District: Darjeeling and registered office at Premises No. 883/N/282/883, Ashram Para, P.O & P.S- Siliguri, Pin: 734001, Siliguri, Darjeeling and represented by one of its Partner namely Madan Sharma, S/o Laxmi Prasad Sharma,



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residing at Near Shiv Mandir, 7 Oaks Rose Bank,
Darjeeling, Pin: 734101.

E-mail : krishnendubera87@gmail.com

..... Applicant

-Versus-

1. Sri Subhas Datta, S/o Late Baneswar Datta,
residing at 25/1, Guitendal Lane, P.O + P.S +
District- Howrah, Pin: 711101, West Bengal.

Email: subhasdatta@rediffmail.com

.... Respondent No. 1/Applicant in O. A

2. The State of West Bengal, notice through the
Chief Secretary, Government of West Bengal,
Nabanna 325 Sarat Chatterjee Road, Police
Station- Shibpur, Howrah- 711102.

E-mail: cs-westbengal@nic.in

3. The Department of Environment, notice
through the Principal Secretary, Department of
Environment, Government of West Bengal
"Pranisampad Bhaban", 5th Floor, LB-II, Sector-
III, Bidhannagar, Kolkata- 700106.

E-mail: psecy.env-wb@gov.in



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4. The Irrigation and Waterways Department, notice through the Secretary, Government of West Bengal having office at Jalasampad Bhawan, 1st Floor, DF-Block, Sector-I, Bidhannagar, Kolkata: 700091.

Email: iwd.prsecy@gmail.com

5. The Department of Forest, notice through the Additional Chief Secretary, Government of West Bengal having office at Aranya Bhawan, 10A, Block-LA, Sector-III, Bidhannagar, Kolkata: 700106.

Email: acsforestwb@gmail.com



6. The Ministry of Environment, Forest and Climate Change, notice through the Joint Secretary, Government of India, having officet at 2nd Floor, Agni Block, Indira Paryavaran Bhawan, Jorbagh Road, New Delhi, Pin: 110003.

Email: nameeta.prasad@gov.in

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7. The West Bengal Pollution Control Board represented through its Member Secretary, having office at 10A, Block-LA, Sector-III, Salt Lake City, Kolkata: 700106.

Email: : net.wbpcb-wb@bangla.gov.in

8. The District Magistrate & Collector, Darjeeling having office at Office of the District Magistrate Darjeeling, Kutchury Compound, Lebong Cart Road, Darjeeling, Pin: 734101.

Email: dm-dari@nic.in

9. The District Magistrate & Collector, Jalpaiguri having office at Collectorate Building, Collectorate Avenue, Jalpaiguri, Pin: 735101.

Email: dmjalpaiguri2011@gmail.com

.....Respondents

To,

The Hon'ble Chairperson and His Companion Member of the said Hon'ble Tribunal.

The Humble petition on behalf of the applicant
as above named most respectfully



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SHEWETH:

1. That the instant original application has been filed by the applicant and the same is pending for adjudication before this Hon'ble Tribunal.
2. That as per Solemn Order dated 09.07.2024 the Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata had constituted a Committee consisting of the following members:-
 - (i) District Magistrate cum Collector, Darjeeling or his representative Officer not below the rank of Additional District Magistrate (A.D.M);
 - (ii) District Magistrate cum Collector, Jalpaiguri or his representative Officer not below the rank of Additional District Magistrate (A.D.M);
 - (iii) Senior Scientist, West Bengal Pollution Control Board.

In the said Order the Committee has been directed to visit the site and submit its report with regard to the allegations made in the original application and has been further pleased to observe that in case of violations are found the Committee shall recommend remedial measures, if any.
3. That accordingly an inspection had taken place on 26.07.2024 and the members of the Committee visited the premises of the applicant and made certain observations with respect to the unit of the applicant.
4. That from the site inspection by the Committee this applicant came to know that the instant original application being O. A. No. 111/2024/EZ had been filed before the Hon'ble Tribunal and the same is pending for adjudication before this Hon'ble Tribunal.

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5. That the unit of the applicant is a stone crushing unit situated on the flood plain of the river Teesta near Sevoke Rail crossing of NH 10 within Darjeeling District.
6. That the unit is a partnership firm and is run by the partners carrying on the business of stone crushing, cement and rod etc.

Photocopy of the Latest Partnership Deed is annexed herewith and marked with the letter 'P-1'

7. That the unit also possessing Certificate of Enlistment issued by the Siliguri Municipal Corporation, Siliguri, Darjeeling and Pan Card. The unit has also been issued 'Consent to Operate' and 'Consent to Establish' Certificate issued by the competent authority for the stone crusher plant. That the present applicant has been permitted by the IRCON International Limited to carry on the stone crusher unit by virtue of one license agreement between the unit and the present IA applicant and other units.

Photocopies of the above referred documents are collectively annexed herewith and marked with the letter 'P-2'.

8. That the applicant desires to make submissions with regard to the allegations made in the original application and seeks leave of the Hon'ble Tribunal to file the affidavit-in-opposition. But without being added as a party cannot make submissions and file its affidavit-in-opposition in this regard.
9. That after taking into consideration the allegations as stated in the inspection report against M/s Aarpee Minerals & Aggregate by the Committee constituted by the Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata on 09.07.2024, it is



humbly submitted that the applicant may be permitted to be added as a party respondent and place its submissions before the Hon'ble Tribunal.

10. That it is most humbly submitted before this Hon'ble Tribunal that the M/s Aarpee Minerals & Aggregate may be added as a party respondent for smooth adjudication of the instant original application.
11. That this application is made bonafide and unless this application is allowed by this Hon'ble Tribunal the applicant will suffer irreparable loss and injury.



Under the above circumstances it is most humbly prayed before Your Lordships may kindly be pleased to allow this application and permit the M/s Aarpee Minerals & Aggregate to be added as a party respondent in connection with the instant original application and to pass such further Order/Orders as to this Hon'ble Tribunal may deem fit and proper for the ends of justice.

And For This Act of Kindness Your Applicant as in duty bound shall ever pray.

X

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

Krishnendu Bera

Advocate

Aarpee Minerals and Aggregates

Araden Sharma

Deponent

Partner



10



AFFIDAVIT

I, Madan Sharma, S/o Laxmi Prasad Sharma, aged about 52 years, by faith- Hindu, by occupation- business and residing at Near Shiv Mandir, 7 Oaks Rose Bank, Darjeeling, Pin: 734101, do hereby solemnly affirm and state as follows :-

- 1. That I am the applicant in the instant Interlocutory Application and well conversant with the fact and circumstance of the case and I am competent to sign and swear this affidavit.
- 2. That I have read and Understood the contents of the accompanying application and say that the facts stated above are true and correct as per my personal knowledge and legal advice received by me are the best of my knowledge and belief.

Aarpee Minerals and Aggregates
Madan Sharma
DEPONENT **Partner**

Prepared in my office

Krishnendu Barua

Advocate

S.L. NO. 01/30/81.2024

Identified by me

Krishnendu Barua

Advocate



RANTOSH KUMAR DATTA
NOTARY
80/1A, Hari Ghosh Street
Kolkata-700006
Regn. No.- 24 of 1996

30 AUG 2024

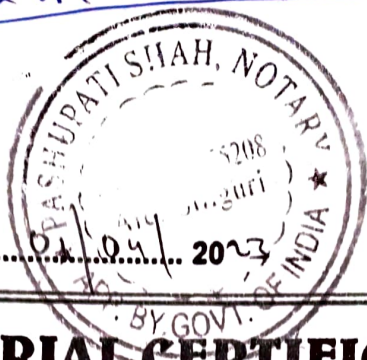
Solemnly Affirmed
&
Declared before me
on Identification of Advocate

S. K. DATTA
S. K. DATTA
NOTARY
30.8.2024

Amex no - 8-1

**Pashupati Shah
Notary**

(Appointed by Govt. of India)



Residence/Chamber
Punjabi Para,
Behind Pranami Mandir,
Siliguri .734001
Mobile: 98326-29587,
96410-71507

Serial No. *Apnl* Dated *02/04/2023*

NOTARIAL CERTIFICATE

(Pursuant to section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Pashupati Shah, duly authorised by the Government of India to practice as a Notary do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and as also by Sri/Smt. *Suraksha Gurvay* Advocate, as to the matters contained therein, Presented before me.

Accordingly to that this is to certify authenticate and Attest that the annexed Instrument 'A' as is the:

An Original Reconstitution of Partnership as enclosed here with

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required for the same.

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the *02nd* day of *April* in the year 20 *23*



Solemnly Attested & Identified Before me on 02/04/23
Pashupati Shah, NOTARY SILIGURI

**Pashupati Shah
Notary**

The executent/s is/are identified by me :

[Signature]

Advocate




पश्चिमबङ्ग पश्चिम बङ्गाल WEST BENGAL

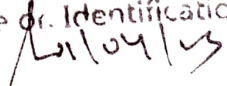
AN 164267

RECONSTITUTION OF PARTNERSHIP DEED

THIS DEED is executed on this 1st day of April, 2023

1. 
2. Ratan Kumar Das
3. Nanda Das
4. Madan Sharma
5. Sudebh Das Majhi
6. Aswin Mishra

Solemnly Affirmed & Declared
Before me of Identification.


Pashupati Shah,
NOTARY SHIGURI

भारतीय गैर न्यायिक

पचास
रुपये
₹.50



FIFTY
RUPEES
₹.50

INDIA NON JUDICIAL




पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

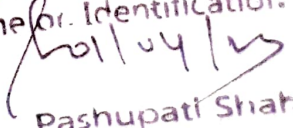
AB 404129

BETWEEN

1. SOURAV GARG S/o, Shri Ratan Kumar Garg, Hindu by religion, business by occupation r/o R.P Mansion, Oodlabari, P.O.Manabari, PS.Mal Bazar, Dist. Jalpaiguri, West Bengal-735222, 2. RATAN KUMAR GARG, S/o Late Roshan Lal Garg, Hindu by religion, business by occupation r/o R.P Mansion, Oodlabari P.O.Manabari, PS.Mal Bazar, Dist. Jalpaiguri, West Bengal-735222 hereinafter referred to as "The Continuing Partners"(which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

1. 
2. Ratan Kumar Garg
3. Nanda Garg
4. Madan Sharma
5. Suresh Kumar Meheri
6. Aswin Yappa

Solemnly Affirmed & Declared
Before me for Identification.


Pashupati Shah,
NOTARY SHIGURI

1. NANDA GARG (PAN ADMPG1109M), W/o Ratan Kumar Garg, Hindu by religion, business by occupation r/o R.P Mansion, Oodlabari P.O. Manabari, PS. Mal Bazar, Dist. Jalpaiguri, West Bengal-735222, 2. MADAN SHARMA (Aadhar no 558641102152, PAN AJPS6165J), S/o Laxmi Prasad Sharma, business by occupation, r/o Near Shiv Mandir, 7 Oaks Rose Bank, Darjeeling, 3. SUDESH RAYAMAJHI, (Aadhar no 943574595770, PAN ALCPM3359B), S/o Sonam Kumar Rayamajhi, business by occupation, resident of Victoria Road, Below Govt High School, Darjeeling-734101, 4. ASWIN THAPA (PAN BJOPT2244K, Aadhar no 682442322618), S/o Anit Kumar Thapa, business by occupation, resident of Rajbari, Ranicoop, Ward no 17, Kurseong, Darjeeling-734203 hereinafter referred to as "The New Partners" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, successors, executors, administrators, legal representatives and assigns) of the SECOND PART.

WHEREAS


1. The Continuing Partners have been carrying on the manufacturing business of Stone Aggregates and allied products in partnership together under the firm name M/s AARPEE MINERALS & AGGREGATES with its administrative office at Oodlabari, Jalpaiguri-735222 vide terms of a deed of partnership dated 13.07.2015 and 01.04.20 (hereinafter called "the existing partnership business").

2. The new partners have now expressed their desire to join the existing partnership business as the new partners and are ready to contribute capital as and when required.

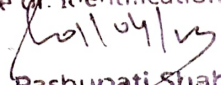
3. The continuing Partner have agreed to introduce new partners in the existing partnership business w.e.f 01/04/2023. To avoid future misunderstandings the parties aforesaid have decided to draw the terms of partnership into a formal deed of partnership.

NOW THIS DEED WITNESSETH AS UNDER:

1. That the partnership hereby constituted (hereinafter called "the new partnership") shall be deemed to have commenced on the day of 01/04/2023 and from such date the deed of partnership dated 13/07/2015 and 01/04/2020 shall be superseded by this deed and shall continue unless otherwise determined by the Parties.
2. That the business of the Partnership shall be carried on under the same name and style as that of the existing partnership business i.e. M/s AARPEE MINERALS & AGGREGATES.

1. 
2. Ratan Kumar Garg
3. Nanda Garg
4. Madan Sharma
5. Sudesh Rayamajhi
6. Aswin Thapa

Solemnly Affirmed & Declared
Before me as Identification.


Pashupati Shah,
NOTARY SILIGURI



3. THAT the new principal place of business shall be situated at Sevoke Bazaar, Kailjhora, P.S. Sevoke Bazaar, Dist. Darjeeling- W.B. and/or at such place or places as the parties may decide from time to time. The partners may by mutual consent open/s branch/es, office/s depot/s, stone crushing unit/s at such place/es of business/es as they think fit.
4. THAT the Partnership shall be partnership at WILL and SHALL continue till such time, as the parties hereof shall agree.
5. THAT the partners shall carry on all or any of the business as manufacturers, producers, resellers, wholesalers, retailers, exporters, importers, distributors of Crushed Stone Chips and other allied activities and/or such capacity/ies as the parties hereof may decide from time to time. The partners may discontinue on line of business and may also start the new line of business/es.
6. That the income tax payable for the preceding financial year 2022-23 shall be computed as per the provisions of the Income Tax Act and debited to the capital account of the partners that existed as on 31.03.2023. (That the continuing partners shall get the books of accounts audited for the financial year ending 31st March, 2023. As per the audited books of accounts the income tax payable for the preceding financial year 2022-23 shall be computed as per the provisions of the Income Tax Act and debited to the capital account of the partners that existed as on 31.03.2023.

The capital of the continuing partners shall be kept intact and the additional capital shall be contributed by all the continuing and new partners as and when required as their share of capital contribution or as mutually decided. However, further funds required for the new Partnership shall be contributed and arranged by the Parties and in such manner as may be mutually agreed upon by and between the Parties from time to time.

8. Interest at the rate of 12% percent per annum or as may be prescribed under Section 40 (b) of the Income Tax Act, 1961 or any other applicable provisions as may be in force under the Income tax assessment of Partnership firm for the relevant accounting period shall be payable to the Parties on account standing to the credit of the account of the Parties. Such interest shall be calculated and credited to the account of each partner at the close of each accounting year. However, in case of loss or lower income, rate of interest can be nil or lower than 12% percent as may be agreed upon by and between the Parties from time to time.

1.

2. Raktan Karm

3. Nanda Das

4. Madam Sharma

5. Sudeesh Pagar Mijai

6. Aswin Gupta


Solemnly Affirmed & Declared
Before me on Identification.

21/04/23
Pashupati Shah,
NOTARY SILIGURI

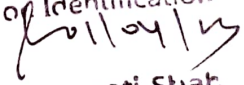
9. That the new partners shall also be working partners in the firm.
10. All the debts and liabilities of the existing partnership, as per the audited balance sheet, shall be discharged by the continuing partners and they shall indemnify and keep indemnified the new partners and also the assets and the properties of the new partnership against such debts, liabilities and against all proceedings, costs, claims and expenses in respect thereof;
11. That any liability accruing or arising out of the transactions undertaken upto 31st March, 2023 shall be discharged by the continuing partners and they shall indemnify and keep indemnified the new partners and also the assets and the properties of the new partnership against such debts, liabilities and against all proceedings, costs, claims and expenses in respect thereof.
12. That this Partnership Deed doesn't constitute Partnership in any other business and/or Company which may be being run by or held by any partner of this Partnership Deed.
13. That the Partners shall at all time keep each other indemnified against any legal claim, suits, cases that may arise or exist against them beyond the scope of this Partnership Firm and its business.
14. That profits or losses of the new Partnership (including losses of capital nature, if any) shall be divided amongst and borne by the continuing and new Parties in the following manner:

NAME OF PARTNER	Ratio (%)
Ratan Kumar Garg	16.67
Sourav Garg	16.67
Nanda Garg	16.66
Madan Sharma	16.66
Sudesh Rayamajhi	16.67
Aswin Thapa	16.67




15. THAT it is mutually decided by the parties hereto that all the parties hereto shall keep themselves actively engaged in conducting the affairs of the business of the partnership firm as working partners.
16. THAT proper book of account to record all transactions relating to the firm shall be maintained. Each party shall have free access at all reasonable times to them and shall be at liberty to take such extracts as he thinks fit.
1. 
2. Ratan Kumar Garg
3. Nanda Garg
4. Madan Sharma
5. Sudesh Rayamajhi

Solemnly Affirmed & Declared
Before me of Identification.


Pashupati Shah
NOTARY SIKKIM

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17. THAT each of the parties shall have equal control over the management and affairs of the said partnership business.
 18. THAT the accounting year of the firm shall commence each year on the 1st day of April and expires on the 31st March. The accounting year may be changed from time to time as subject to the provisions of Income Tax Act, 1961.
 19. THAT the existing bank account maintained with Union Bank of India shall be kept running and changes vide this deed may be informed to bank. Any new bank account or accounts in the name of the firm may be opened with such bank or banks as may be mutually settled by the partners and such Bank Account or accounts shall be operated under the signature of any of the parties hereto.
 20. That Partners shall pass resolutions from time to time to appoint any partner and/or partners to issue authorization to operate any such Bank Account and/or Accounts however the access to view the Bank account and/or accounts shall be with all Partners at all times.
 21. THAT the parties hereto may by mutual consent, raise loans from any Bank, person or any other sources, including from Central or State Government or any other financial institution/s or any other private enterprise/s for the purpose of partnership with or without any securities.
 22. THAT each of the partners shall have full authority to institute defend, discontinue, withdraw and compromise any suit or other legal proceedings in any Civil Court or before Income Tax, Commercial Tax Authorities or other Authorities or in any other office or court and to sign, verify and present any plaint petition, written statement, return, application for revision, memorandum of appeal and any other documents and to file tender agreement, quotation etc., and receive, withdraw, demand and recover any money or dues of the firm from any office, court, corporation, Bank, Central and State Governments, society, Railways or any other body or individual and to appoint, empower or remove any legal practitioner and to execute all acts and deeds on behalf of the firm and bind other partners in all matters relating to partnership always in good faith and to keep other partners fully informed, about them.
 23. THAT no partner shall sale, assign, mortgage or otherwise transfer his share in the partnership to the outsider without the consent of the other partners hereto. In case any partner desires to sale, assign transfer or mortgage his shares or any part thereof in partnership he shall first offer the same to the existing partners and if the existing partners are not interested in the said assignment and/or otherwise to transfer, the said transferring partner may then with the consent of the other partner sale, assign, mortgage or otherwise transfer his or any part of his share in the partnership to the outsider/s.



1. 
2. Rakesh Kumar Singh
3. Nanda Singh
4. Madan Sharma
5. Suresh Singh

Solemnly Attirmed & Declared
Before me of Identification.
20/04/23
Pashupati Shah,
NOTARY PUBLIC

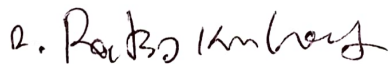
24. THAT none of the partners shall be entitled to dissolve the partnership if but if he so chooses he may retire from the partnership by giving one month's notice in writing to the other partner of his intention to do so. In that event the other continuing partners shall be at liberty to admit such other person or persons to the partnership as may be thought fit and proper by them. The retiring party shall execute all such deeds and assurance as may be the firm. No new partner shall be admitted in the partnership firm without the mutual consent of all the partners.
25. THAT the partnership business shall not stand dissolved on the death/ insolvency or other incapacity of any party hereto but may be carried on by the surviving or other partner together with the legal representatives or heirs of the deceased or such outgoing partner on the same terms and conditions unless otherwise agreed upon between them and such legal representative or heirs.
26. THAT the partners may execute a general power of attorney in favour any person of their choice either jointly or severally assigning and empowering him/her to execute all day to affairs of the partnership business on behalf of them including operation of bank accounts either deposit or loan account.
27. THAT in case of any dispute arising out of the partnership or with respect to the interpretation of any terms and conditions recorded herein or with respect to the working of this agreement the matter shall be referred to the arbitrators under the provisions of the Arbitration Act, and the award of the arbitrations and/or umpire as the case may be shall be final and binding on all the parties.

28. THAT subject and without prejudice to the express provisions of these presents, the provisions of the Indian partnership Act, 1932 shall be applicable to the firm and the partners.

29. THAT any of the above terms and conditions may be varied altered or added to deleted by mutual consent of the partners hereof to be either in writing or implied from conduct.

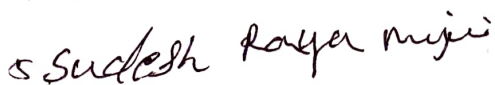
30. THAT, this RECONSTITUTED PARTNERSHIP DEED shall be executed in 6 (Six) copies and each copy shall be considered and executed to be original.

1. 

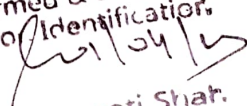
2. 

3. 

4. 

5. 

6. 

Solemnly Affirmed & Declared
Before me on Identification.

Pashupati Shah,
NOTARY SIIIGUR:

All the terms of the deed of partnership dated 13/07/2015 and 01/04/2020, except those as has been modified by this deed, shall remain in force and shall have effect as if the same have been executed by the parties hereto.

IN WITNESS WHERE OF, the parties have set their hands this 1st day of April, 2023.

Signatures:

Witnesses:

1. Deepak K. S. Rajak S. O Krishna Kant
Below Govt High School
Darjeeling - Victoria Road

Sourav Garg

2. Jayanta Singha
S/o Bisay Singha

Ratan Kumar Garg

Paragata Newchomta
Sugueni Darjeeling

Nanda Garg

Madan Sharma

Sudesh Rayamajhi

SudeshRayamajhi

Aswin Thapa

AswinThapa



Solemnly Affirmed & Declared
Before me for Identification.

Pashupati Shah
NOTARY SIIGURI

Advocate



PERMANENT CERTIFICATE OF ENLISTMENT

West Bengal Municipal Corporation Act, 2006

[See Section 141]

(Duplicate to be filled up)

Siliguri Municipal Corporation
Siliguri, Darjeeling

The Board of Councillors of Siliguri Municipal Corporation hereby grant unto **Ratan Kumar Garg, Sourav Garg**, the partners of **M/S AARPEE MINERALS AND AGGREGATES**, residing and / or carrying on or intending to carry on business at holding Premises No. 883/N/282/883, Ashram Para, P.O- Siliguri, P.S- Siliguri, Pincode- 734001 in Ward No. 14 and exercising or intending to exercise the Profession, Trade or Callings of **Other Enterprises(Category), CEMENT AND ROD(WHOLESALE)(Nature of Business)** this Permanent Certificate of Enlistment under Section 141 of the West Bengal Municipal Corporation Act, 2006 and acknowledge to have received in consideration thereof, a total fee of ₹ **5063/- Rupees : Five Thousand Sixty Three** only.

This Certificate of Enlistment is hereby renewed and will be in force until the 15th day of June, 2026 and to be produced at the time of further renewal.

Date of Renewal : 15-06-2023



Siliguri Municipal Corporation|CEMENT AND ROD(WHOLESALE)|0917P272922160916|15-06-2023|15-06-2026

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21

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

AARPEE MINERALS AND AGGREGATES



01/07/2015
Permanent Account Number

ABDFA3582B

Signature



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} ~~136~~ (M&M)/2022

Date :22.12.2022

Consent to Operate

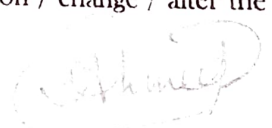
Under Section 25 & 26 of the Water (Prevention and control of Pollution) Act, 1974 and Section 21 of the Air (Prevention and control of Pollution) Act, 1981 and WBPCB Notification No. 1542-4A-6/2015 dt.01.06.2015

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



23

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

Memo. No. 83 /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 Crasher Plant at **Sevoke**. on2.00.... 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 duly 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..

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 $\mu\text{g}/\text{M}^3$ - 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 :**
- 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;
 - 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;
 - 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;
 - Rules related to payment of Taxes, etc. to the Govt. authorities and Local Bodies will have to be complied with;
 - Environment (Protection) Act & Rules, 1986 will have to be complied with;
 - Hazardous Wastes (Management & Handling) Rules, 1989 and Amended Rules 2000;
 - Manufacture, Storage & Import of Hazardous Chemicals Rules, 1989 & Amended Rules, 2000;
 - The Public Liability Insurance Rules, 1998 & Amended Rules 1993;
 - Biomedical Wastes (Management & Handling) Rules 1998 and Amended Rules 2000, if applicable;
 - Ozone Depleting Substances (Regulation & Control) Rules 2000, if applicable.
 - 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:**
- Application in proper Format adduced with necessary supporting documents;
 - 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;
 - Clearance Report on observation of special protective measures for safeguarding Environmental issues as referred to at Points 1, 2, 4, & 8;
 - 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.



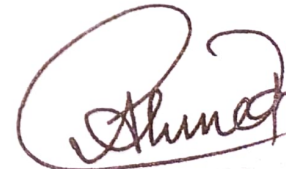
Signature of
Competent Authority

Memo. No. 53 /1(7) / CTE/2022

Copy forwarded for information and necessary action to:

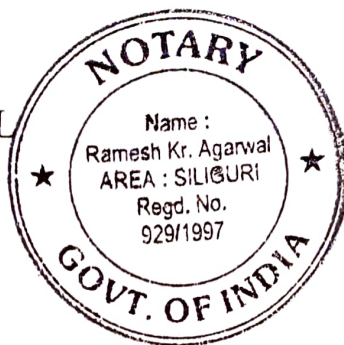
- District Magistrate Darjeeling.
- District Land & Land Reforms Officer, Darjeeling
- Block Development Officer Kurseong.
- Executive Engineer, Teesta Canal Investigation Division, Assam Morh, Jalpaiguri;
- Executive Engineer, WB PCB, Paribahan Nagar, Siliguri, Darjeeling;
- Sub Divisional Officer (I&W), Kurseong
- Block Land & Land Reforms Officer, Kurseong.

Date: 29/9/2022



Signature of
Competent Authority

RAMESH KR. AGARWAL
NOTARY
 (Appointed by the Govt of India)



Professional Address :
P.N.B. Building
Hill Cart Road
P.O. SILIGURI- 734401
Dist, DARJEELING
Mob: 9434006684 / 9832619444

Serial No 3/24-08-2022

NOTARIAL CERTIFICATE
 (Pursuant to section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Ramesh Kr. Agarwal duly *authorised* by the Government of India to practice as a NOTARY do hereby verify authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and as also by Sri Abhishek Agari Advocate, as to the matters contained therein, Presented before me.

Accordingly to that this is to certify authenticate and Attest that the annexed instrument 'A' as is the :

" LICENCE AGREEMENT

PRIMA FACIE the annexed instrument 'A' appears to be the usual procedure serve and avail as needs or occasion shall or may require for the same.

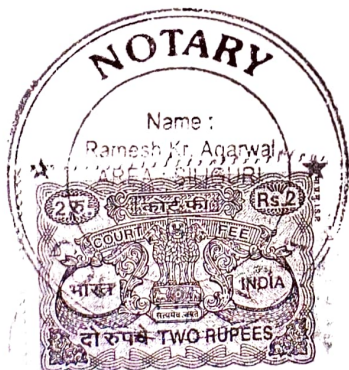
In faith and testimony where of being required of a Notary. I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 24th Day of August in the year of Christ 2022

SOLEMNLY AFFIRMED & DECLARED
 BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
 NOTARY
RAMESH KR. AGARWAL
NOTARY

Regd. No. 929 /1997

The executent/s is/are identified by me :



24 AUG 2022

Advocate

26

भारतीय गैर न्यायिक

एक सौ रुपये

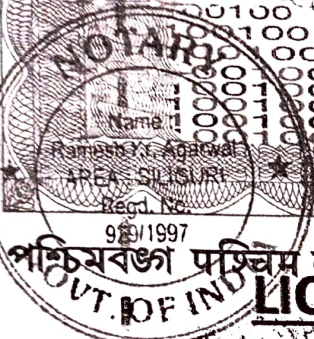
Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL LICENCE AGREEMENT

AL 432469

1) M/S ITD Cementation India Ltd.

[Signature]



2) M/S CS. DHARAJIA JV



3) M/S APCO Infratech Pvt. Ltd.

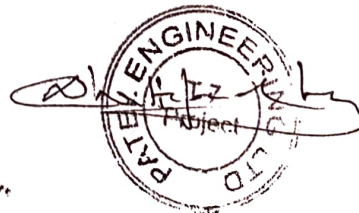
[Signature]

4) M/s Gammon Engineers Pvt. Limited

[Signature]



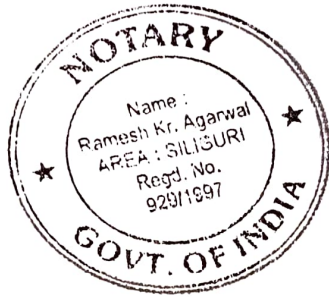
5) M/S Patel Engineering Limited



SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
AARPEE MINERALS AND ALL LEGATES
29/3/2022

27



Rajiv Kumar

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

24 AUG 2022

I solemnly affirm and declare
 before me on identification
 Ramesh Kr. Agarwal
 NOTARY
 SILIGURI

28

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-Licensee" (which expression shall, unless excluded by or repugnant to the context, be deemed to include their executors, administrators, and representatives).

The Licensors and Sub-Licensee 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.

AND "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.

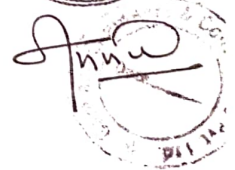
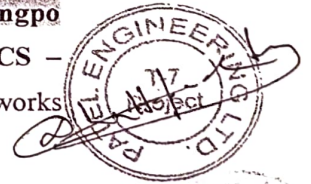
AND "Construction of Tunnel T12 (between 6+123 to 7+391) and T-13 (between Km 7+526 to Km 11+494) on Sivok (West Bengal) to Rangpo (Sikkim) New Single line BG Railway Line Project" to M/s CS – Dhorajia JV herein after all together referred to as "Projects" on works contract basis.

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.

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

AARPEE MINERALS AND AGGREGATES
Ratan Garg



SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

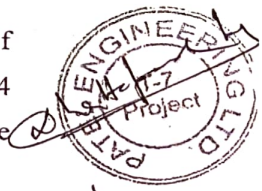
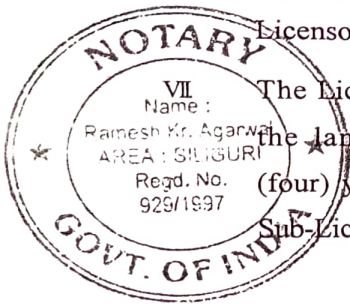
24 AUG 2022

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.



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

1. 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.

EMNL AFFIRMED & DECLARED FOR ME ON IDENTIFICATION

Ramesh Kr. Agarwal NOTARY SILIGURI

GRANT OF SUB-LICENSE

24 AUG 2022

[Handwritten signatures and stamps]



30

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.

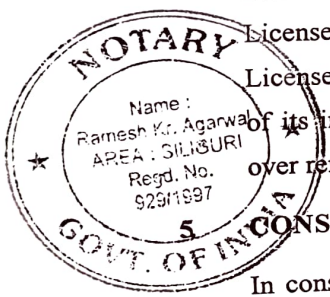
3 THE DATE OF THIS AGREEMENT COMING INTO EFFECT

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.

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.



5 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.

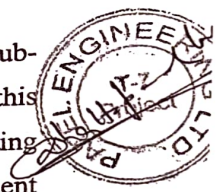
In the event the Sub-Licensee has exercised its option to renew this Agreement as specified hereinabove, the Licensor shall execute a fresh lease agreement in favor of the Sub-Licensee. The Parties agree that there shall be no escalation or any kind of a hike to the Rent up to the next 48 months or till 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.

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

ARDEE MINERALS AND AGGREGATES

Roshan Kumar



SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal, NOTARY SILIGURI

04 AUG 2022

necessary and proper

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	BARB0CF 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)

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-Licensors 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**.

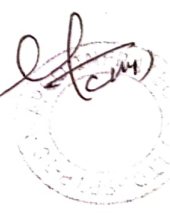
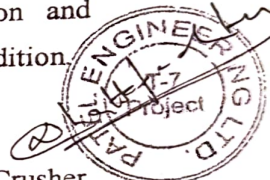
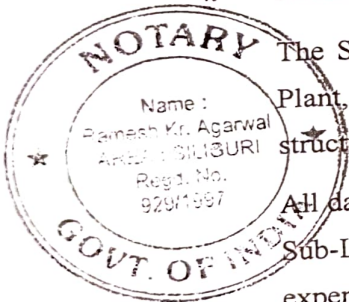
Note: For transportation charges, the distance will be considered from the crushing plant located at the Land to the Licensor's stockpile location at the respective

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

DATE: 11th AUG 2022



Rajko

38

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 Licensor 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.

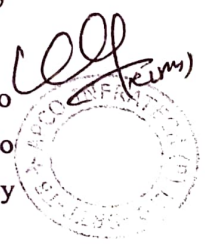
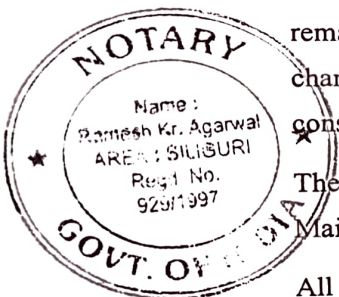
All approvals, Permits, Licenses, Local Issues, Statutory compliances, Safety, and Environmental compliances, Traffic, and Transport issues to be managed by the Sub-Licensee itself. In case of Safety and Environment related violations or any other violations related to Statutory Compliances, Sub-Licensee 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.

APPROVED BY LICENSORS
Rajesh Kumar



[Handwritten signature]

SOLEMNLY AFFIRMED & ELECTRICITY
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

24 AUG 2022

Revised for work

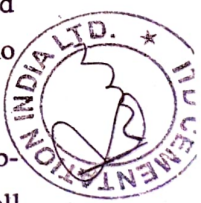
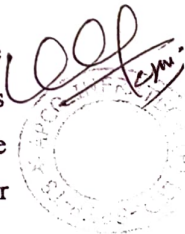
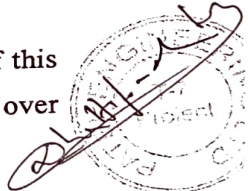
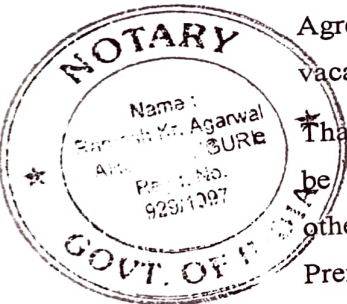
As long as the Sub-Licensee performs all covenants and obligations contained in this Agreement, Licensors warrant quiet enjoyment of the Premises by the Sub-Licensee.

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;
- e 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.



Handwritten signature

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

NOTARY PUBLIC, BANGALORE

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

22.01.2022

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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 firmed 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

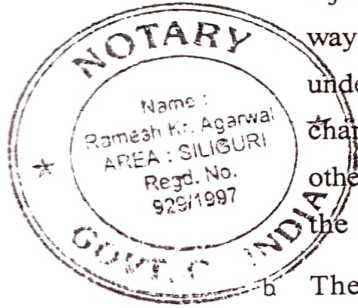
The Licensors hereby agree, undertake and covenant with the Sub-Licensee as follows:

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.

b. The rent shall be paid by the Sub-Licensee. If Sub-Licensee fail to establish his plant with in 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).

Ratna Kan Roy



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SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

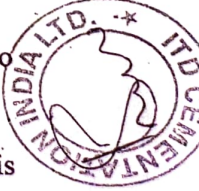
Ramesh K. Agarwal
NOTARY
929/1997

15 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

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(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.

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

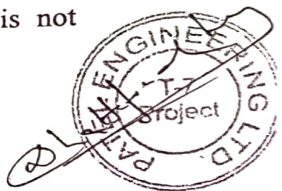
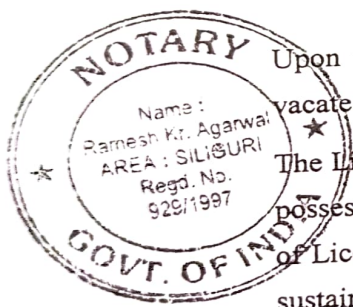
If at any time during the Term, the Premises is damaged or destroyed by fire, storm, flood, tempest, earthquake, terrorist act, war, riot, civil commotion, or any other irresistible force or act of God so as to make the same unfit for occupation and use for the purpose they are taken then the lease stand 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

Ramesh K. Agarwal

24 AUG 2022

Ramesh K. Agarwal



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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.

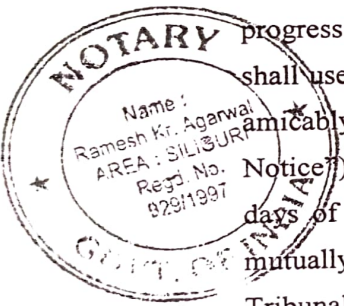
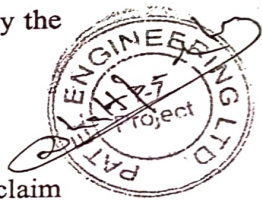
Unless the agreement or the Licensee there under has already been terminated, the Sub-Licensee shall in every case continue to proceed with the agreement with all due diligence regardless of the nature of the Dispute and shall give effect forthwith to every instruction of the Licensor except and to the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

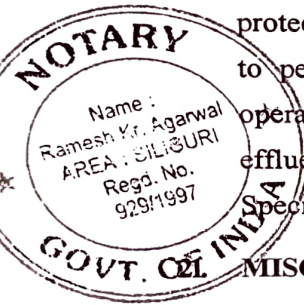


Concerning Agreement: If a dispute of any kind whatsoever arises between the Owner and the Licensor in connection with, or arising out of, the Main Contract or the execution of the Main Works, whether during the execution of the Main Works or after their completion and whether before or after repudiation 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.

Res. of Govt. of India

20 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.



MISCELLANEOUS

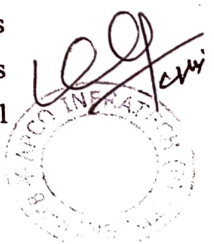
Entirety

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:

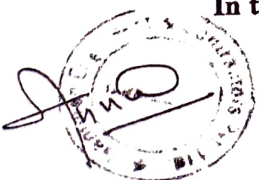


In the case of notices to the Licensor: Common address

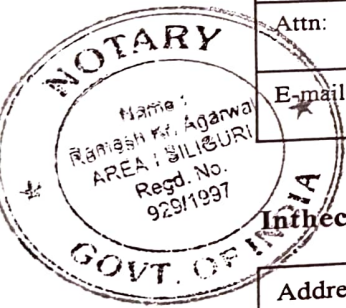
SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

24 AUG 2022



Address:	ITD Cementation India Limited
Attn:	Subhendu Ghosh Phone no: 96121-67267
E-mail:	subhendu.ghosh@itdcem.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

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

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.

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[Handwritten signature]



42

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

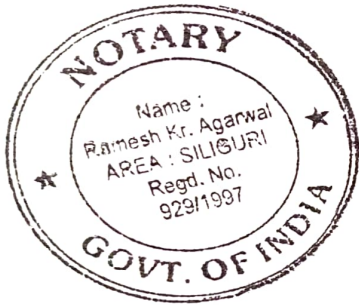
Counterparts

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.

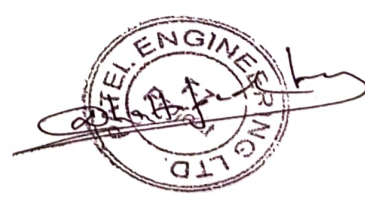
Amendments

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.



Ramesh Kr. Agarwal

[Signature]



SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI


24 AUG 2022

By the within named by
LICENSORS

ITD Cementation India Ltd.

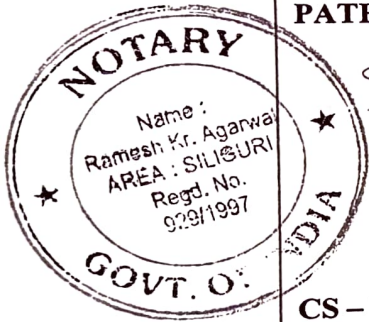
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**GAMMON ENGINEERS AND
CONTRACTORS PVT. LTD.**

[Handwritten Signature]


PATEL ENGINEERING LTD.

[Handwritten Signature]



CS - DHORAJIA JV



APCO Infratech Pvt. Ltd.

[Handwritten Signature]

Witness:

Name: *Ajmer Singh*
Sybbal Pally
Date: *milan nandya road*
Address: *Siliguri 821660*

By the within named
SUB-LICENSEE

Aarpee Minerals &Aggregates

[Handwritten Signature]

Witness:

Name: *BISAL AGARWAL*
Date: *8918524618*
Address: *Khalpara, Siliguri*
Ward No-9, Agrason Road

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

[Handwritten Signature]
Ramesh Kr. Agarwal
NOTARY
SILIGURI

24 AUG 2022



KRISHNEND... 8:47 pm



to subhasdatta, Si... ^

From **KRISHNENDU BERA** •

krishnendubera87@gmail.com

To **subhasdatta@rediffmail.com**

Sibojyoti Chakrabarti •

subho.advocate@gmail.com

Dipanjan Ghosh • dpnjnghsh0@gmail.com

Date 1 Sep 2024, 8:47 pm

See security details

Respected Sir,

Kindly find enclosed herewith soft copy of Interlocutory Application being I.A of 2024 in connection with O.A 111/2024/EZ filed by the applicant M/S Aarpee Minerals & Aggregates for your kind perusal and necessary action, which will be moved before the Hon'ble National Green Tribunal tomorrow i.e 02.09.2024, when cause your appearance.

**Thanking you,
Yours faithfully,
Krishnendu Bera
Advocate.**



▼ Reply all



Aarpee Minerals and Aggregates
✓ Madan Sharm
Partner

"VAKALATNAMA"

DDA:- Darjeeling

In the Court of The Ld. NHT, 122B at Kolkata

Signature

Suit / Case No. V.A. No. of 2024/62
PN. of 20

DA. NO. 111 of 2024/62

M/s Aarpee Minerals and Aggregates
Plaintiff
Applicant
Appellant

--VS--

Subhas Datta.

Defendant
Opp. Party
Respondent

KNOW ALL MEN By These

that I/We

M/s Aarpee Minerals and Aggregates
do hereby in my / our name and my / our behalf constitute and appear Sri
KRISHNENDU BERA

true and lawful Pleader / Advocate & Attorneys is appear and act for me/us in the matter noted above to file suit written statement, conduct suit, appeal from original suit order etc. and from that purpose to do all acts and things, whatsoever in that connection including compromise of the above matter depositing in our withdrawing money from, filling or taken our appear document and payment order from Court referring matters is dispute between the parties hereto arbitration, withdrawing the above matters with liberty to file fresh suit, sending properties released from attachment filling execution or miscellaneous case and other petitions, bedding at execution sale obtaining payment from us out of Court, withdrawing custody and other fees and doing on my / our behalf such other acts in the above matters as are

necessary and proper

I / We hereby agreeing to ratify and confirms all acts so do by the said Advocate of attorneys as my / our own acts and as if done by me / us to in intents and purposes.

KRISHNENDU BERA
ADVOCATE
E-mail:- krishna.dubey87@gmail.com
M):- 9804470595

I / We authorise Sree
to deliver this Vakalatnama to my Pleaser Advocate
Sree

Signature

I / We
do hereby appoint Sree
do act for me in the above name case in taken whereof I have affixed me
thumb impression in the person of Sree
who is know to me

Signature

and I do hereby attest the above mark as having been affixed in my presence
by who in known to my

*Reviewed the vakalatnam from
the executant within named satisfied
and accepted.*
Krishnudu Bera
ADR.

Signature

30/08/2024

Vakalatnama received on the
Executant direct

from the

Executant or from Sree
Agents / relative of the executant who is authorised by the Executant to deliver
the same to me satisfied and / accepted

Advocate / Pleader

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

I.A. No. of 2024/EZ

(Arising out of ORIGINAL APPLICATION
NO. 111/2024/EZ)

In The Matter of:

M/s Aarpee Minerals & Aggregate

... Applicant

Versus

Subhas Datta & Ors.

... Respondents

INTERLOCUTORY APPLICATION

Krishnendu Bera

Advocate

For The Applicant

(M): 9804470595

Email: krishnendubera87@gmail.com