

**BEFORE THE NATIONAL GREEN TRIBUNAL,
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO.02 OF 2024 EZ**

TAPAS KUMAR BALAPPLICANT
-VERSUS-
STATE OF ODISHA & ORS.RESPONDENTS

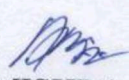
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BY THE RESPONDENT NO.14 THROUGH

CUTTACK

DATED:08.10.2024


AMITABH MISHRA, ADVOCATE

ENRL.NO.O-894/2002

M-7978441871

E-mail:- palit_subir02@yahoo.com



**BEFORE THE NATIONAL GREEN TRIBUNAL,
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO.02 OF 2024 EZ**

TAPAS KUMAR BALAPPLICANT

-VERSUS-

STATE OF ODISHA & ORS.RESPONDENTS

**PRILIMINARY COMPOSITE COUNTER AFFIDAVIT
FILED ON BEHALF OF SRI SAI CONSTRUCTIONS
-RESPONDENT NO.14**

I, Sri Niranjan Sahoo, aged about 44 years, S/o-Rabindra Kumar Sahoo, At-Ghasipura, P.O-Anandpur, Dist.-Kendujhar, Odisha, 758015, do hereby solemnly affirm and state as follows:

1. That, I am the authorised representative of Sri Sai Constructions - Respondent No.14 in this Original Application, and thus competent to swear the present affidavit.
2. That, I have gone through the averments made in the Original Application filed by the applicant and have understood the contents therein and I am swearing the present affidavit in reply thereof.
3. That, the applicant by means of the present application is seeking the following reliefs:-



Sahoo
Niranjan

X

- i. Direct the Mining department to conduct Drone Survey to assess the mining beyond lease area;
 - ii. Direct the SEIAA Odisha to withdraw the EC letter for violation of EC conditions.
 - iii. Direct the Independent Committee to inquire into the illegalities of mining such as mechanical mining and in-stream mining, Excess sand mining in violation of the permitted quantity;
 - iv. Direct the Respondent 1 to initiate Criminal Proceedings against Private Respondent and Tahasildar Ghasipura, to take appropriate action including revocation of Environment Clearance letter and Consent to Operate order for violation of the environmental norms;
 - v. Impose exemplary environment compensation on the private respondent for violation of Environment Clearance and Consent to Operate conditions;
 - vi. Fix the accountability of Government Respondents such as Tahasildar Ghasipura for lapses on their part for their inaction in enforcing the laws regulating the sand mining;
 - vii. Direct the State Respondents to seize the Excavators used for Sand Mining in Kusei Sand Quarry;
 - viii. Direct the State Respondents for GPS TRACKING OF VEHICLES AND make E TRANSIT PASS MANDATORY FOR MINING OPERATION;
4. That, the applicant in essence contends the following:-
- a. The present Respondent No.14 is indulging in excess mining beyond the lease area.



Niranjan Saha

Adv

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- b. The mining activities of this Respondent No.14 involves mechanical mining.
- c. Mining by the Respondent No.14 is causing obstruction to the river.
- d. The transportation of sand is damaging the village road.
5. That, the Respondent No.14 Sri Sai Constructions was declared the highest bidder in respect of lease for the Kusei River Sand Bed Sairat source in the village of Deogaon. Accordingly, registered lease deed was executed on 10.07.2023 for a term of 5 years in which a quantity of 7000Cum per year was approved to be excavated by the lessee, for which an amount of Rs.1,61,00,000/- (Rupees one crore sixty one thousand only) was deposited vide money receipt no.309590 dated 06.07.2023 towards payment of rent, royalty and fees etc. This Respondent No.14 is a bona-fide lessee who has taken care to see that there has been no will full violations of any legal stipulation.

(Copy of the registered lease deed dated 10.07.2023 is annexed herewith as **Annexure-R14/1**)

6. That, the SEIAA – Respondent No.12 granted Environment Clearance to this Respondent No.14, vide file no.SIA/OR/MIN/300884/23 dated 21.06.2023.



Niraj Kumar

ADW

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7. That, the Respondent No.14 has also obtained the approved mining plan with progressive mine closure plan dated 23.02.2022.

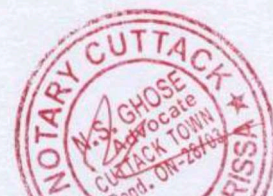
(Copy of the mining plan is annexed herewith as
Annexure-R14/2)

8. That, the lessee – Respondent No.14 also has a valid and operative consent order dated 25.07.2023 issued by the competent authority State Pollution Control Board (SPCB) – Respondent No.11.

(Copy of the consent order dated 25.07.2023 is
annexed here with as **Annexure-R14/3**)

9. That, it is humbly submitted here that the contentions raised by the Applicant in the Original Application are self-serving and therefore, not entertainable. The applicant in an overzealous manner has gone overboard in allegedly making an inventory and CCTV footage of vehicles allegedly transporting sand from the Kusei sand sairat, Deogaon. It is as if the Applicant has targeted the lessee's mining activities over the Kusei sand Sairat, Deogaon. It is very relevant to state here that, the real fact is that the applicant Sri Tapas Kumar Bal and his brother Sri Papu @ Prakash Bal are a terror in the locality. It is the usual practice

Nirvanan Saha



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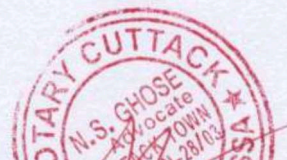
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of Shri Bal to target and threaten bona-fide lease holders of the Kusei sand Sairat source in village-Deogaon and blackmail them into raising with huge payoffs, in the shape of forcibly taking over the quarry. The modus-operandi is that under threat the lease holder would allow Shri Bal to operate the sairat source and Shri Bal would exploit the sairat source for his illegal gains. All the illegal transportation of sand from the Kusei sand sairat source has been under the direction of Shri Bal and for his illegal gain. It is also the usual practice of Shri Bal to target and harass the bona-fide lease holders by instituting cases against them on concocted and frivolous grounds. The present case is also prime example wherein Shri Bal has approached this Hon'ble Tribunal by making false and frivolous claims only to target and harass the present Respondent No.14 who is a bona-fide lessee. The villagers of village-Deogaon are also well aware of such activities of the applicant Shri Tapas Kumar Bal and his brother Sri Prakash Bal and some of the villagers have also sworn affidavit in this regard. A detailed investigation by an independent agency would clearly establish the truth.

(Copy of some affidavits are annexed herewith as
Annexure-R14/4 Series)

Niranjan Saha

*Ans
A.V.*



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10. That, it is further humbly submitted here that Shri Prakash Bal (brother of the applicant) is involved in several criminal cases involving the offence of criminal intimidation alongwith grievous hurt and even attempt to murder. The present respondent has been able to collect the following data wherein Shri Prakash Bal is directly involved in criminal activities within the jurisdiction of the Ghasipura Police Station.

Sl. No.	Case Details	Offence under Section
1	Ghasipura P.S Case No.125/26.05.2017	U/s.294/307/323/34/341/506 of IPC SC/ST POA Act
2	Ghasipura P.S Case No.146/16-7-2018	U/s.-274/323/34/341/379/506 of IPC
3	Ghasipura P.S Case No.146/16.7.21	U/s.-294/323/34/341/354/506 of IPC
4	Ghasipura P.S Case No.143/23	U/s.-294/323/34/34/354/394/506 of IPC 3(1)(r)(3) of SC/ ST Act,
5	Ghasipura P.S Case No.144/23	U/s.294/323/34/341/427 of IPC, 3(1)(g)(s) of SC/ST of POA Act,
6	Ghasipura P.S Case No.145/13.05.2023	U/s.294/341 of IPC/ 3(r)(s)/SC & ST POA Act,
7	Ghasipura P.S Case No.50/19.03.2022	U/s.294/323/324/34/341/354/506 of IPC
8	Ghasipura P.S Case No.149/20.07.2018	U/s.147/148/149/307/323/324/325/341/506 of IPC / SC/ ST & POA Act,

Niranjan Saha

Prakash Bal



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9	Ghasipura P.S Case No.381/11.11.2023	U/s.294/323/34/341/506 of IPC
10	Ghasipura P.S Case No.387/04.12.2022	U/s.294/323/34/341/427/506 of IPC

11. That, it is humbly submitted here that the present Respondent No.14 has been consciously carrying out his mining activities within the lease out area and has to maintain such activity within the lease area taking care to maintain the pillar postings used for demarcating the lease area as per approved mining plan. Such contention of this Respondent No.14 regarding presence of pillar postings he demarcated the lease area finds credence from the Joint Verification Report dated 02.04.2024 as at Annexure-R11/3. Eventually the said report is annexed as R11/3 copy of the same is annexed herewith for ready reference of this Hon'ble Tribunal.

(Copy of the Joint Verification Report dated 02.04.2024 is annexed herewith as **Annexure-R14/5**)

12. That, it is of subliminal importance to mention here that the aforesaid Joint Verification Report clearly states that the natural cause of the Kusei River is not being affected by the excavation works / mining activities that may be carried out by the

Niranjan Saha



Annex

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Respondent No.14. As such the contentions of the applicant in this regard which is not entertainable and liable to be rejected.

13. That, further humbly submitted here that the during the process of verification, it was found that the connecting road from the sand quarry to the Deogan main road is 'Kuchha Type' and also does not pass through any village. As such, the contentions of the applicant that the transportation of sand is being done by this Respondent No.14 is causing damaged to the village road as well as causing inconvenience to the villagers is not entertainable.

14. That, it is further humbly submitted here that the while calculating the excavated quantity of minor mineral, the Joint Verification Report dated 02.04.2024 alludes to apart of the lease area where admittedly there was free flowing water. The report calculates and estimated 5070Cum of minor mineral excavated from the said area while calculating the detailed estimated excavation undertaken by the lessee – Respondent No.14. In this context it is humbly and respectfully submitted here that excavation of sand (minor mineral) is just not possible in an area where there is steady flow of water, it is in this context that the present Respondent No.14 most humbly craves leave of this Hon'ble Tribunal to get the lease area assessed by a ORSAC

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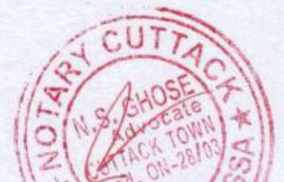
approved RQP and filed a report thereof before this Hon'ble Tribunal for the just and effectual and complete adjudication of the present case.

15. That, it is again humbly submitted here that there has been rampant theft of minor mineral from the vicinity of the lease hold area. In fact, the Annexure-A/8 Series annexed to the counter affidavit of the Respondent No.8 dated 22.04.2024 has 16 instances wherein the Ghasipura P.S (the jurisdictional wherein the present sand sairat is situated) have seized tractors and hyvas illegally transporting sand. In none of the aforesaid 16 instances any vehicle originated from the Sairat source of this Respondent No.14. As such it is categorically submitted by the Respondent No.14, he has not indulged in any illegal mining and / or excavated beyond the limits of the lease area.

16. That, it is humbly submitted here that the applicant in the Original Application – Sri Tapas Bal was de-facto operating the sairat source lease out to Sri Murali Majhi. In order to serve his business rivalry, Sri Bal has approached this Hon'ble Tribunal by means by the present application. This action of Sri Bal tantamount to abuse of process of court, whereby the applicant is abusing this Hon'ble Forum for his personal rivalry.

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majority

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17. That, this Respondent No.14 most humbly reserve his right to file further counter affidavit / additional affidavit and carves leave of this Hon'ble Tribunal to bring to record certain facts with respect to the background of the applicant in the present Original Application.

18. That, the averments which are not specifically denied are hereby denied.

19. That, the Respondent No.14 humbly craves leave to file any further affidavit as may be required in the facts and circumstances of the case.

20. That, the facts stated above are true to the best of my knowledge and belief.

Identified by



[Signature]
Advocate

Niranjan Sahoo
Deponent

CERTIFICATE

Certified that due to want of cartridge papers thick and durable plain papers have been used.

The above named deponent being identified by Mr./Ms. *A. M. S.* Advocate *[Signature]* Advocate

Date: 08.10.2024 at *[Signature]* Respondent No.14

on this the *[Signature]* day of 08/10/2024 solemnly affirms that the facts stated are true to his/her knowledge and belief



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1022300714 - ~~11~~ - Annexure-R14/1

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 Consideration Price (Rs.) : 1,61,00,000
 (One Crore Sixty One Lakh only)
 First Party : PATITAPABANA DEBATA-TAHASILDAR GHASIPURA
 Second Party : GORLE RAMESH ON BEHALF OF SRI SAI CONSTRUCTION
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 Tahasildar, 10/7/23
 GHASIPURA
 Registering Officer
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 Stamp Duty Amount (Rs.) : 1,90,000
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Patitapaban Rubata
Tahasildar, 10/7/23
GHASIPURA

Ramesh On Behalf of Sri Sai Construction
Signature

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Signature of Purchaser



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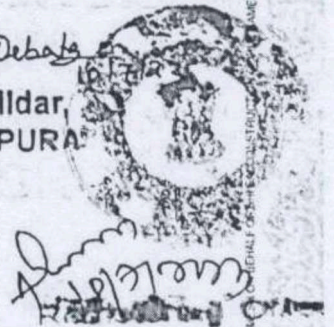
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 (One Crore Sixty One Lakh only)
 First Party : PATITAPABANA DEBATA TAHASILDAR GHASIPURA
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 Stamp Duty Amount (Rs.) : 1,90,000
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MAHARAJA KRISHNA

MAHARAJA KRISHNA

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Prasanta K. Sahu.

E.Stamping Authorized Collection Centre
Prasanta Kumar Sahu Ghasipura
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 (One Crore Sixty One Lakh only)
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Abir Sanyal
Signature of Purchaser

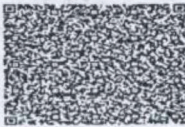


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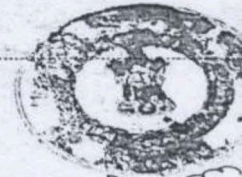
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 SAND BED, DEOGAON, TAHASIL GHASIPURA
 Consideration Price (Rs.) : 1,61,00,000
 (One Crore Sixty One Lakh only)
 First Party : PATITAPABANA DEBATA TAHASILDAR GHASIPURA
 Second Party : GORLE RAMESH ON BEHALF OF SRI SAI CONSTRUCTION
 Stamp Duty Paid By : GORLE RAMESH ON BEHALF OF SRI SAI CONSTRUCTION
 Stamp Duty Amount (Rs.) : 2,550
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Signature
 GORLE RAMESH
 SAI SAI CONSTRUCTION

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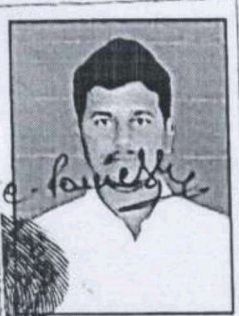
Prasanto K. Sahu
E Stamping Authorized Collection Centre
Prasanta Kumar Sahu Ghasipura
Account ID -odprasah0082U

Prasanto K. Sahu
Signature of Purchaser

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1. Registration
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 2. Registration
 document No. 1022300717
 3. Serial No. 10.9.23
 No. and date...

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From - N

QUARRY LEASE AGREEMENT

(See Rule 27 (13) of OMMC Rule 2016)

LTB of Gorkle Ramesh

This Lease Agreement made on 10th day of July 2023, between the GOVERNOR OF ODISHA represented and executed by PATITAPABAN DEBATA OAS TAHSILDAR GHASIPURA (here-in-after called "Lessor" which expression shall where the context so admits or implies includes his successors in office and assignees of the one part.

Sri GORLE RAMESH, on behalf of SRI SAI CONSTRUCTIONS G.A.PLOT No:N/2-54 under Drawing Bs No-136 Flat-3-3rd floor, Treelet Hames, plot No-868/3040 khata no-691 Jayadav Vihar IRC Village-Nayapalli Bhubneswar.751015. (here-in-after called the "Lessee", which expression shall where the context so admits be deemed to include his heirs executors, administrators assignees) of the other part.

WHEREAS the lessee has applied to the competent Authority - concerned for a quarry mining lease for Sand in accordance with the provisions of the of the OMMC Rules - 2016 in respect of the lands described in part - I of the schedule for a term of 5 years (From the date of agreement as per Rule 43(2) of OMMC-2016) & he has deposited a sum of Rs.44,27,500/- as earnest money vide MR.No.0368210 dtd:30.08.2022, M.R No.0368236 dtd:27.09.22 respectively & obtained E.C from SEIAA.

Lease value of 1 year 7000 cm of sand.

S.I No	Name of the Quarry	Name of the Item	Amount
1	Kusei River Sand Bed, Deogaon	Royalty@35+2265/- per cum	1,61,00,000.00

as assessed in the approved mining plan/E.C for the first year As per rule the lessee has obtained the Environmental Clearance from SEIAA, BBSR, Odisha vide file No. SIA/OR/MIN/300884/23 OF 21.06.2023.

AND WHEREAS the competent authority has communicated his approval of the grant of lease on the terms, covenants and conditions hereinafter contained.

Now this indenture witness as follows:-

The lessor here by demises to the lessee the land described in part - 1 of the schedule herein under written and delineated in the map here auto annexed.

The said demised pieces of land shall be held by the lessee for a term of 5 years as per approved mining plan on which this executed deed is registered

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Patitapaban Debata
Tahsildar,
GHASIPURA

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Print Endorsement

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Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 35@ Fees Paid : A5(b)-323011 ,, User Charges-325 ,Total 323336

Date: 10/07/2023

[Signature]
 Registering Office
 Sanjibul

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar **Sub-Registrar SAINKUL** between the hours of 10:00 AM and 1:30 PM on the **10/07/2023** by **TAHASILDAR GHASIPURA(GOVT)** , son/daughter/wife of , of **AT/PO/PS-GHASIPURA,DIST-KEONJHAR** , by caste , profession and finger prints affixed.



Signature of Presenter / Date: 10/07/2023

[Signature]
 Registering Office
 Sanjibul
 Signature of Registering officer.

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
TAHASILDAR GHASIPURA(GOVT)	Execution By TAHASILDAR GHASIPURA(GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by	Execution By TAHASILDAR GHASIPURA(GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by	Execution By TAHASILDAR GHASIPURA(GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by Signature of the Registering officer	---

-2-

under Indian Registration Act and Orissa Registration Manual subject to the terms covenant, conditions hereinafter provided. According to Rule 26 sub rule 4 of OMMC Rule-2016 the stamp paper will be used involving the total amount of Rs. 1,61,50,542/- (Royalty Rs. 1,61,00,000/- + SR Rs. 1675/- + DR Rs. 48,867/-) towards sairat dues for 35,000 Cum. of Sand as assessed in the approved mining plan for 5 Years from the date of Agreement as per Rule 43(2) of OMMC 2016.

IN WITNESS WHEREOF this presents have been executed in manner here in under appearing the day and year first above written the schedule above referred to –

PART – I

LOCATION AND AREA OF THE LEASE

Village Plot Nos.– DEOGAON

Village /Forest Block –

Village /Forest range –

Khata No.	Plot No.	Kisam	Area
352	1297	Nadi	11.50

(As per plan annexed and bounded)

On the North by –

On the South by –

On the East by –

On the west by –

And on the West by hereinafter called as "said lands"

(hereinafter called as "Said lands")

PART – II

TERMS AND CONDITIONS

Payment of Rent, Royalties & Fees:

Royalty (as per approved mining plan vide letter No. _____/dt. Of _____)

Production of Sand as per mining plan and assessment of year wise Royalty for 5years						
Period	Production in Cum.	Rate of Royalty	Addl. Charges	Royalty in Rs.	Payment of Royalty/MR.no	Remark
1 st Year	7000	35/-	2265/-	1,61,00,000/-	MR No.309590 of 06.07.2023	
2 nd Year						
3 rd Year						
4 th Year						
5 th Year						
Total						

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Tahasildar,
GHASIPURA


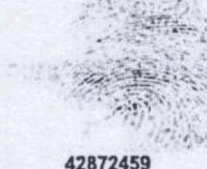
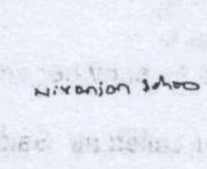
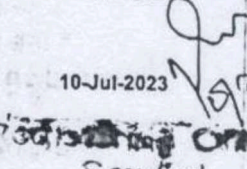
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Print Endorsement

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GORLE RAMESH ON BEHALF OF SRI SAI CONSTRUCTIONS		 243958956		
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Identified by **NIRANJAN SAHOO** Son/Wife of **RABINDRA KUMAR SAHOO** of **AT/PO/PS-GHASIPURA DIST**
KEONJHAR by profession **Cultivation**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
NIRANJAN SAHOO		 42872459		10-Jul-2023 

Date: 10/07/2023

Signature of Registering Officer
Sankul

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the Sub-Registrar, SAINKUL

Book Number : 1 || Volume Number : 15

Document Number : 11022300717

For the year : 2023

Seal :

Date: 10/07/2023

Print

Signature of Registering Officer
Sankul



The Surface rent will be @ Rs. 360/- per Hect. and Dead rent will be @ Rs. 10,500/- per Hect. as per schedule - I of OMMC, Rule 2016. The contribution towards Dist. Mineral foundation fund shall be levied @ 10/- of Royalty and towards E.M.F @ 5% of Royalty. The income tax will be 2% of Royalty towards TDSS.

The above Royalty, Rent & Fees can be reassessed and reschedule as per rule.

- (1) As per Rule 43(2) this lease agreement shall be valid for 5 years from the date of Registration. For extraction of 7000 Cu.M. of Sand out of the source as per approved Mining Plan/E.C as indicated for the 1st year.
- (2) The lessee shall pay to the State Government surface rent before the execution of the lease-deed for the remaining period of the year and thereafter pay such yearly rent on or before the 15th January of every year.
- (3) The lease shall abide by the provisions of mines act 1952 and rules and regulations formed there under the explosive act 1984 and rules made there under the development of the source of minor minerals in work man like manner and avoidance of any danger arising out of such mining of minor minerals.
- (4) The lessee shall pay dead rent for the remaining period of the year within a fortnight of the execution of the lease-deed and thereafter pay yearly dead rent on or before the 15th January of every year. An account of the royalty payable by him shall be kept by the competent authority and as soon as the royalty payable by him becomes equal to or in excess of the dead rent already paid by him, he shall remove the minor minerals only after payment of the royalty and in such cases advance dead rent paid by him shall be deemed to have been merged into the amount of Royalty he was liable to pay.
- (5) The lessee shall pay to the government compensation for all damages, injuries or disturbance which has been caused by him in the course of operating the lease and shall indemnify government against all claims which may be made by third parties in respect of such damage, injury or disturbances.
- (6) The lessee shall commence Quarrying operations within three months from the date of execution of the lease agreement which shall be carried on in a proper skill full and work man like manner and the lessee shall send to the director and deputy director or mining officer concerned under which jurisdiction the area is located and the director of mines of safety Bhubneswar an intimation in from-H of the opening or reopening of the quarry so as to reach them with in a period of 15 days from the date of such commencement.
- (7) If the lessee does not work upon the quarry for a continuous period of six months, the lease shall be liable to be cancelled, unless prior permission has been granted for such stoppage by the competent authority on reasonable grounds.
Provided that the competent authority may, on an application made by the lessee before it is cancelled and on being satisfied that it will not be possible

Dr. S. S. S. S.

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Tahasildar,
GHASIPURA

-4-

for the lessee to undertake mining operations or to continue such operations for a reasons beyond his control make an order with in a period of one month from the date of receiving such application and subject to such conditions as may be specified to the effect that such lese shall not be cancelled.

- (8) The lessee shall allow reasonable facilities of access to other concessionaries of major and minor minerals, as may be directed by the competent authority.
- (9) If any minor mineral not specified in the lease is discovered in the leased area, the lessee shall report it forthwith to the competent authority and the Director. The lessee shall not win or dispose of any such minor minerals is included in lease deed or separate prospecting licence-cum-mining lease or Quarry lease, as the case may be, is granted in favour of the lessee. If he fails to apply for a lease or permit to extract the newly discovered minor mineral within three months from the date of discovery or if he declares his intention not to work upon the minor mineral, the competent authority may grant lease or permit in respect of that minor mineral to any other person after observing the procedure prescribed in these rules for the purpose :

Provided that if the mineral discovered is not a minor mineral, the lessee shall not be entitled to any preference for the purpose of obtaining a lease for the new mineral, by reason only of the lands being included in his earlier lease for extraction of minor mineral.

- (10) The lessee shall not carry on or allow to be carried on, any quarrying operation at any point within a distance of.
- (a) One hundred meters from any Railway line (except under and in accordance with the written permission of the Railway Administration concerned), National Highway, State Highway, monuments, heritage sites, or any reservoir, or
- (b) Within a distance of fifty meters from any tank, canal, road (other than a National or State Highway or other public works or buildings or inhabited sites), except under the in accordance with the previous permission of the Collector. The Railway Administration or the Collector, as the case may be, may grant such permission on such conditions as it or he may specify.
- (11) The State or Central Government shall have right to construct any road, railway or canal, reservoir or it lay electric or telephone lines in or over the lands held under the lease.

Provided that the lessee shall be given at least sixty days prior notice before the right is exercised and the area thus utilised shall be excluded from the area held under lease.

- (12) The lessee may erect on the area granted to him any temporary building and structure required for the purpose of quarrying operations, provided he does not offend any lawful orders issued by the office or authority competent to issue such orders.
- (13) The lessee shall, it his own expense, erect and at all times maintain and keep in good condition boundary marks and pillars necessary to delineate the leased area.
- (14) The lessee shall obtain permission of the competent authorities of the Forest Department, Orissa to carry on any operation in forest area.
- (15) The lessee shall abide by the provisions of all laws for the time being in force, relating to the working of quarries and matters affecting the safety health and convenience of the persons employed for quarrying and of the public. He shall

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Rajitapaban Debata
Tahasildar,
GHASIPURA

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- also obey all existing law of way, water and other easements and shall not use power cutters and other machinery in case of laterite quarries.
- (16) The lessee shall keep correct accounts of minor minerals quarried and despatched and shall furnish a quarterly return in FORM - P and annual return in Form - Q to the competent authority and the Director.
- (17) The lessee shall afford reasonable facilities for inspection of the quarries in the leased land accounts and records pertaining to working of lease, to the competent authority and Director or any other officer authorized by any of them. Such officer may issue directions to prevent wasteful extraction of minerals and to ensure observance of the provisions of rules and specify the time limit not exceeding thirty days within which the directions shall be complied with. If the lessee does not allow the inspecting officer reasonable facilities for inspection or fails to comply with the directions within the specified time limit, the competent authority may forfeit the whole or part of the security deposit paid by the lessee or impose penalty not exceeding rupees five thousand only and may carry the lease and forfeit the security deposit.
- (18) The lessee shall report about all accidents involving injury or loss of life or loss or damage to property forthwith to the concerned Competent Authority and Collector of the District.
- (19) If any Government dues payable under the lease agreement remain unpaid for one month beyond the date fixed in the lease agreement for such payment, the competent authority or any officer authorized by him may enter into the leased area and seize all or any of the minor minerals or other movable property and may dispose of such of the seized minor minerals or property as will be sufficient for satisfaction of the government dues and all cost and expenses occasioned by the non-payment there. If any such Government dues remain unpaid over two months beyond the date fixed in the lease agreement for such payment, the competent authority may determine the lease, and take possession of the leased area on re-entry without prejudice to such action as may be taken under the provisions of the Orissa Public Demands Recovery Act, 1962 for recovery of such dues.
- (20) The controlling authority shall have the right to pre-emption at current market rates over all minor minerals extracted or collected by the lessee and shall be indemnified by the lessee against the claims of any third party in respect of such minerals.
- (21) The lessee shall remove all minor minerals extracted before the end of the lease period or of its determination, if it is determined earlier, and all other materials and structures within such reasonable period not exceeding two months or as the competent authority may allow. All minor mineral materials, machineries, buildings and other structures, left in the leased area after the date-line fixed or time allowed by the competent authority shall be deemed to be property of the government. The competent authority may dispose of such property by public auction and credit the sale-proceeds shall be credited to government account with the approval of controlling authority.
- (22) If any major minerals are found in the area in course of quarrying of minor minerals the lessee shall intimate in writing the fact to the competent authority forthwith and the lease shall be terminated without payment of any compensation to the lessee.
- (23) The lessee shall ensure proper maintenance of hill slopes & river embankment so as to prevent major erosion and observe all such safeguards as provided in the Mines Act, 1952 and the Rules and Regulations framed there under from time to time.

Dr. Soumitra

Sahitapan Babu
Tahasildar,
GHASIPURA

- (24) The lessee shall carry out mining activities with appropriate environment safeguards and shall take such steps for reclamation and raising of plantations in the lease area as prescribed in rules 29 to 37 of the Granite Conservation and Development Rules, 1999.
- (25) The lessee shall keep the government indemnified from any liability, compensation damage etc., arising out of his acts or omissions as a lessee during the subsistence of the lease.
- (26) No rejected / off grade major mineral shall be removed on payment of royalty as minor mineral, under this rule.
- (27) The competent Authority may include such other conditions in the lease deed with the approval of the Controlling Authority.
- (28) The lessee shall abide by the provision of the Mines Act, 1952 and Rules & Regulations framed there under, the Explosives Act, 1884 and rules made there under for development of the source of minor minerals in workman like manner and avoidance of any danger arising out of such winning of minor mineral.
- (29) If in any event, the orders of the competent authority is revised, reviewed or cancelled by the concerned controlling authority or the lessee fails to fulfil the terms and conditions of the lease, or due to force such as Act of God, war, insurrections, riot, civil commotion, strike, earth quake, storm, tidal wave, flood, lightning, explosion, fire, and any other happening beyond control of lessor and lessee, delay in developmental of infrastructure, acquiring of land for quarrying operation, insufficient material during lease period and for use of land for public purposes, the lessee shall not claim for any compensation.
- (30) The lessee shall not use explosive in any manner without obtaining an explosive license from the appropriate authority.
- (31) The lessee shall pay a wage not less than the minimum wage prescribed by the state Government from time to time under the Minimum Wages Act, 1948.
- (32) The lessee shall not dispatch / transport of minor mineral extracted from the quarry site to any distance place without a valid transit.
- (33) As per the notification no 2053/R&Dm/dt. 19.01.16 of Odisha no child labour will work in the quarry.
- (34) The lessee shall operate the source by maintaining the COVID-19 Guidelines by the Govt. Odisha, without violating the reules.

Shri. Suresh

Pankajapaban Debata
Tahasildar,
GHASIPURA

7. Stipulated Conditions:

- 7.1 This Environmental Clearance is given with a condition that "maximum depth of digging of sand shall be 1.0m and maximum quantity of extraction of sand shall be 7,000 cum in the 1 year, pending submission of rate of replenishment study at site. Study report on rate of replenishment shall be submitted by December, 2024
- 7.2 The project proponent has to carry out by engaging appropriate consultant, a study of the annual replenishment rate of sand by collecting pre monsoon & post monsoon data from the field to know the quantum of volume of sand deposited/replenished & extracted in the mining lease area. The detailed comparison of both pre-monsoon and post-monsoon elevation data shall be included in the study report.

The replenishment rate of sand may be calculated by using the volumetric survey method or any other methods as laid down in Enforcement & Monitoring Guidelines for Sand Mining, 2020 issued by the MoEF & CC, Govt of India. The finding of the study shall be submitted to SEIAA to assess the rate of replenishment of mined out sand in the lease area. Pending carrying out of the study & submission of the report, this clearance is being granted in an adhoc manner and is liable to be revoked after one year if satisfactory replenishment study report is not submitted. The submission of study report of rate of annual replenishment of sand within one year is obligatory for the project proponent

Gita-Jain

7.3 The project proponent should carry out River bed sand mining manually by engaging local labourers in force to check over exploitation of sand at the source.

7.1 Any change in the plan or quantity to be produced shall require prior approval of SEIAA This EC shall not be transferred without the permission of SEIAA In case, the lease is settled in favour of any lessee, the permission of SEIAA will be taken along with the deposit of scrutiny fee.

7.4 There shall be a 'no working zone to protect the embankment on both sides, road or rail bridge in the vicinity, if any, dam, weir, water intake structure of irrigation or drinking water project, or any cross drainage structure. 10% of the width of river shall be left intact along the embankments on both sides as no mining zone Further, no mining shall be allowed within 200 m of any existing structures dam, weir, water intake structure of irrigation or drinking water project, or any cross drainage structure. In case of River Bridge this no mining zone shall extend up to a minimum stretch of 200 meters from the said bridge and it may extend up to 500 meters in sensitive locations. The lease area shall be accordingly curtailed to carve out the actual sand mining area within the leasehold. Exact map of the lease area and the 'no mining zone' shall be drawn to scale, showing the DGPS coordinates of all corner points and the location of the bridge, embankment extraction route & other structures, and such map has to be submitted to SEIAA by the project proponent through the Tahasildar within three months of the date of issue of the EC. The quantum of sand allowed to be extracted will be worked out on the basis of the actual working area.

Rabindra Kumar Debata
Tahasildar,
GHASIPURA

7.5 The lease area and the actual working area shall be demarcated on the ground by erecting durable masonry /concrete pillars by the project proponent and photographs of proof of the same shall be submitted along with six monthly compliance report.

- 7.6 The project proponent shall take prior statutory and regulatory clearance as required from the concerned authorities in respect of the project, before carrying out any operation.
- 7.7 Mining is not permissible within the water channel or stream flow area. No stream shall be diverted for the purpose of mining and no natural water course shall be obstructed. The mining or any ancillary activity shall not in any way disturb the flow pattern of the river water during the non-monsoon period. There shall be no sand mining in the river during the rainy season or when there is flow of water in the river.
- 7.8 Sand mining operations shall not affect the existing sources for irrigation / drinking water industrial purpose.
- 7.9 The natural sand dunes, if any, near or surrounding the lease area shall not be disturbed.
- 7.10 No transportation of the minerals shall ordinarily be allowed on any road passing through villages/habitations/forest land without prior explicit permission. Transportation of minerals through existing rural roads can be allowed only by the concerned Govt. Department Gram Panchayat/BD0 and only after required strengthening, such that the carrying capacity of road is increased to handle the sand truck traffic. The project proponent shall bear the cost towards the widening and strengthening of existing public roads in case the same is proposed to be used for the project. No movement on any road is allowed on existing village road network without appropriately increasing the carrying capacity of such roads. Project proponent shall ensure that the road may not be damaged due to transportation of the mineral and transport of minerals will be as per IRC Guidelines with respect to complying with traffic congestion and traffic density. Plying of sand extraction trucks may be allowed on roads / path ways passing close to schools, temples, hospitals and such other public places only with prior written permission of competent authority.
- 7.11 Vehicles hired for transportation of sand from the site should be in good condition and should have pollution check certificate and should conform to applicable air and noise emission standards and should be operated only during non-peak hours.
- 7.12 The vehicles shall not be overloaded and shall be covered with Tarpaulin. The Tahasildar may collect an appropriate road maintenance levy from the lessee as part of the lease conditions on the basis of quantum of sand transported, and utilize the proceeds of the levy for proper maintenance of the extraction paths and roads to prevent their degradation on account of plying of sand trucks.
- 7.13 The project proponent shall take all precautionary measures against causing damage to flora and fauna of the locality. The PP shall plant

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Patilapawan Babar
Tahasildar,
GHASIPURA

and nurse to full establishment a minimum of 500 number of saplings of native tree species along the approach roads, river banks and in community areas in consultation with the Gram Panchayat. Photographs of proof showing the plantation shall be submitted along with compliance report.

- 7.14 Water spray should be made on the road/extraction paths to control dust emission during transportation of sand.
- 7.15 The Project Proponent shall undertake phased restoration, reclamation and rehabilitation of land affected by mining and completes this work before abandonment of mine.
- 7.16 Environmental Management Plan (EMP) shall be implemented by PP to ensure compliance with the environmental conditions specified above. The year wise funds earmarked for environmental protection measures shall be kept in separate account and shall be spent according to the plan proposed Year wise progress of implementation of EMP shall be reported to the SEIAA, Odisha and OSPCB along with the compliance report.
- 7.17 The proponent shall take necessary measures to ensure that there is no adverse impact of the mining operations on the human habitation if any, existing nearby.
- 7.18 It shall be mandatory for the project management to submit quarterly compliance reports on the status of implementation of the above stipulated environmental safeguards to the SEIAA, Odisha / SPCB, Odisha/ Regional Office of the MOEF& CC. Bhubaneswar in hard and soft copies on 1 day of January, April, July, October of each calendar year failing which EC is liable to be revoked. The proponent shall also upload the compliance report including results of monitored data as applicable in the website of the Ministry for monitoring of EC Conditions.
- 7.19 At the end of mine closure, the proponent shall immediately remove all the sheds put up in the quarry and all the equipment in the area before closure of the quarry.
- 7.20 The conditions stipulated in the environmental clearance will be closely monitored on the ground by the lease granting authority, i.e. the Tahasildar, who shall ensure that the project proponent submits quarterly compliance reports.
- 7.21 The concerned Regional Office at the MoEF&CC/ SPCB, Odisha shall periodically monitor compliance of the stipulated conditions as applicable for this project. The project authorities should extend full

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Tahasildar,
GHASIPADA

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cooperation to the MoEF&CC officer(s)/SPCB officer(s) by furnishing the requisite data/information / monitoring reports.

7.22 A copy of the clearance letter shall be sent by the proponent to concerned Gram Panchayat /Panchayat Samiti /Zila Parisad /Municipal Corporation / Urban Local Body as the case may be. A Copy of the environmental clearance letter can be downloaded from the Ministry portal (www.parivesh.nic.in).

7.23 A copy of this Environmental Clearance letter shall be displayed on the website of at the Odisha State Pollution Control Board. The EC letter shall also be displayed the Regional Office. District Industries centre and Collector's Office/ Tehsildar's office for 30 days.

7.24 Project proponent shall obtain Consent to Operate from the OSPCB and effectively implement all the conditions stipulated therein. The mining activity shall not commence prior to obtaining Consent to Establish/Consent to Operate from the State Pollution Control Board)

7.25 The SEIAA, Odisha may revoke or suspend this EC, if implementation of any of the above conditions is not satisfactory. The SEIAA, Odisha reserves the right to alter /modify the above conditions or stipulate any further condition in the interest of environment protection.

7.26 The Project Proponent (lease holder) shall inform the SEIAA of any change in ownership of the mining lease. In case, there is any change in ownership or mining lease is transferred, then mining operation can be carried-out only after transfer of EC as per provisions of the para 11 of EIA Notification, 2006, as amended from time to time

7.27 Concealing any factual information or submission of false/fabricated data and failure to comply with any of the conditions mentioned above may result in withdrawal of this environment clearance besides attracting penal provisions in the Environment (Protection) Act. 1986.

7.28 The above conditions will be enforced inter-alia, under the provisions of the Water (Prevention & Control of Pollution) Act. 1974. the Air (Prevention & Control of Pollution) Act 1981, the Environment (Protection) Act, 1986 and the Public Liability Insurance Act, 1991 along with their amendments and rules made there under and also any other orders passed by the Hon'ble Supreme Court of India/ High Court and any other Court of Law relating to the subject matter.

7.29 This Environmental Clearance (EC) I subject to orders/judgment of Hon'ble Supreme Court of India. Hon'ble High Court, Hon'ble NGT and any other Court of Law, Common Cause Conditions as may be applicable.

Dr. S. S. Samal

Pate Tapoban Debata
Tahasildar,
GHASIPURA

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7.30 Any appeal against this environmental clearance shall lie with the National Tribunal, if preferred, within a period of 30 days as prescribed under section 16 National Green Tribunal Act, 2010.

State Forest

Part - III

Liberties power and privileges to be exercised by the lessee.

1. To enter upon and use the land, described in part - I of the schedule during the term here by demised to carry on all operation necessary for extraction, collection, stacking, processions transport and disposal of minor minerals leased in natural or in processed / converted form.
2. To make roads, install machineries lay electric and telephone line on and over the said lands.
3. To use water from water streams and water courses and springs in and upon the said land in natural state or by means of impounding with the written permission of the collector of the District.

PART - IV

Restrictions and condition as to the exercise of liberties, powers and privileges in part - II

1. No land shall be used for surface operation it objection israised by the competent authority, on the collector of the District to the effect that use of the land will be detrimental to public interest.
2. The lessee shall not cut our in injure any tree in the leased area falling within Reserved / Protected forest without prier permission of the Divisional Forest Officer or the officer authorised by him in this behalf and upon payment of royalty and fees for compensatory afforestation as may be specified.
3. The lessee shall undertake mining operation only in accordance with approved mining plan or scheme of mining, as the case may be.
4. The lessee shall not transport or store or cause to be transported or stored any specified minor minerals for the purpose of selling or trading otherwise that in accordance with these Rules and as may be specified under Odisha minerals (Prevention of Possession, Storage, Trading and Transportation) Rules,2007.

Palitapaban Debata
Tahasildar,
GHASIPURA

PART - V

Liberties powers and privileges reserved to the state Government

The state Government or any Officer or persons authorised by it in that behalf has the liberty and power to enter into and upon the leased area to carry on any operation inconnection with survey, supplies testing, quarries, processing, stacking and transportation of mineral as may be deemed necessary.

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PART - VI**Provision regarding rents, royalty & fees.**

1. The lessee shall, during the subsistence of this lease pay to Government royalty in respect of any minor mineral removed by him from the leased area at the rates prescribed in Schedule II and surface rent at the prescribed in Schedule I.
2. All payments relating to rent, royalties, fees, etc., as provided under these rules shall be paid to the State Government free from all deductions, at the District Treasury/Sub-Treasury and in such manner as the Competent Authority may prescribe.
3. For the purpose of computing the royalty, the lessee shall keep correct account of the mineral, produced, stacked and removed from the lease area and submit a return to the Competent Authority and Director in Form K & Form P.
4. The lessee shall pay royalty in advance and the different amount, if any, on computation shall be paid by the end of the first fortnight of each half-yearly period during the subsistence of the lease.
5. The lessee shall pay surface rent in advance and not later than the 15th January and the 15th July of each year.

The lessee is allowed to pay the years wise break up of royalty so calculated as per the instalments fixed failing which the competent authority reserves the right to cancel the lease without giving any opportunity to the lessee of being heard and security deposit will also be forfeited.

1. The lessee shall be liable to pay royalty, additional charges amount of contribution payable to the District Mineral Foundation and other fee in advance on yearly basis on or before the first day of the beginning of the year, i.e. before the end of the month of March on the annual minimum guaranteed quantity of minor mineral even if the actual extraction falls short of such quantity.
2. In case the actual extraction exceeds the quality mentioned in the approved mining plan, such mineral may be removed from the lease area only after payment of additional charge, royalty and contribution to the District Mineral Foundation on pro-rata basis.
3. The royalty, additional charge and contribution to the District Mineral Foundation for the period up to commencement of the next year shall be paid on the date of ending of the financial year before the renewal of lease deed at the level of the competent authority every year .
4. The lessee shall abide by all the terms /conditions / any amendments to the OMMC Rule to be imposed upon or modified by the State Govt. Time to time, failing which without giving any reasons, the competent authority reserves the right to cancel the lease agreement executed with the lessee including forfeiture of the security deposit.

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Sabitapaban Debbarh
Tahasildar,
GHASIPURA

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Patekapan -13-
10/7/2023

Signed by
Tahasildar,
GHOZIPURA
For and on behalf of at Odisha in presence of

- 1. Jugal Kishor Gola
 - 2. Niranjan Sahoo
- S. No. 210
SRI SAI CONSTRUCTION
Gholi, Ghosipura, KJR

Signed by
G. S. Samal
Authorise Signatory

16.7.23

- Lessee in presence of
- 1. Jugal Kishor Gola
 - 2. Srikanta Das, S.A.

G. S. Samal

True Copy Attested
Advocate

K742

~~2016~~

MINING PLAN
WITH
PROGRESSIVE MINE CLOSURE PLAN

Submitted Under Rule 28(4) of OMM



ON

Kusei Sand Bed

Deogaon over an area of 11.50 acres or
4.654 hectares in village Deogaon under
Ghasipura Tahasil of Keonjhar district,
Odisha

(Category of Mine - Group "B")

of

Tahasildar
Ghasipura Tahasil
At/Po/Ps - Ghasipura,
Dist - Keonjhar, Odisha APPROVED
PIN-758015

Prepared By

Asheera
23.01.22
Smt. A. Behera, Geologist
O/o The Joint Director Geology
Keonjhar

Mr. Pabitra Kumar Swain
RQP/OD/041/2016
Odisha Geology & Mining Services
Swain Bhawan,
In Front of ICICI Bank,
Mining Road,
Keonjhar-758001
Email Id: odgm1020@gmail.com

G. K. Swain

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MINING PLAN
WITH
PROGRESSIVE MINE CLOSURE PLAN

Submitted Under Rule 28(4) of OMMO, 2015



ON

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Prepared By

Mr. Pabitra Kumar Swain
RQP/OD/041/2016
Odisha Geology & Mining Services
Swain Bhawan,
In Front of ICICI Bank,
Mining Road,
Keonjhar-758001
Email Id: odgm1020@gmail.com

Pabitra Kumar Swain



CONTENTS

Sl. No.	PARTICULARS
I	Consent letter from Tahasildar
II	Certificate from RQP
III	Certificate from Tahasildar
IV	Form "O"
V	Certificate & Undertaking
VI	Annexures
VII	Maps

Atte. Sanyal


 P.R. SWAIN
 RQP/OD/041/2016

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LIST OF PLATES

Sl. No.	PLATE NO	TITLE	SCALE
1	I	Key Plan	
2	II	Lease plan	16"=1 Mile or 1: 3,960
3	III	Surface Plan/ Geological Plan	1: 2000
4	IV	Development Plan	1: 2000
5	V	Progressive Mine Closure Plan	1: 2000



LIST OF ANNEXURE

PARTICULARS	Annexure No
Letter from Tahasildar for preparation of Mining Plan	I
Copy of RQP Certificate	II
Copy of Trace map along with land schedule authenticated by Revenue Inspector	III
MGQ Certificate from Tahasildar	IV
Certificate from revenue Inspector regarding identification and demarcation of the lease area	V

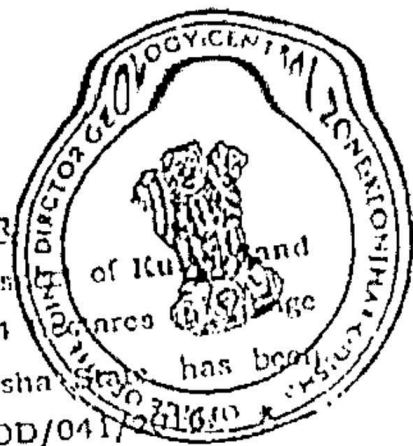
P.K. Swain

P.K. SWAIN
RQP/OD/041/2016

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CONSENT LETTER FROM TAHASILDAR

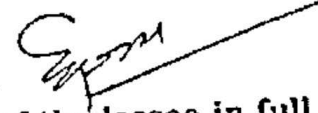
The Mining plan with Progressive Mine Closure Plan in respect of Kusei Sand-Bed in Kusei river over an area of 11.50 acres or 4.654 Deegaon of Ghasipura Tahasil of Keonjhar district, Odisha State has been prepared by Sri Pabitra Kumar Swain RQP Regd. No.-RQP/OD/041/2016



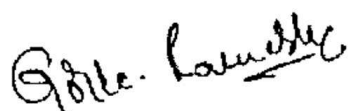
I request the Joint Director Geology, O/o the Joint Director Geology, Keonjhar to make further correspondence regarding Mining plan with progressive mine closure plan, if any, with the said recognized person on his following address: -

Pabitra Kumar Swain
Regd. No.-RQP/OD/041/2016
Odisha Geology & Mining Services
Swain Bhawan,
In front of ICICI Bank,
Mining Road, Keonjhar.
Pin 758001
Tel: 6372017617
E. Mail : odgm11020@gmail.com

I hereby undertake that, all modifications so made in the Mining Plan with Progressive Mine Closure Plan by the RQP be deemed to have been made with my knowledge and consent and shall be acceptable to me and binding on me in all respects.


Signature of the lessee in full
Tahasildar
Kusei Sand-Bed
At/Po/Ps-Ghasipura,
Dist- Keonjhar, Odisha

Place - Ghasipura
Date - 19.2.22






CERTIFICATE FROM RQP

Certified that the provision of Odisha Minor Mineral Concession Rule 2016 have been observed in the Mining Plan with Progressive Mine Closure Plan under Rule 28 (4) of OMMC Rules, 2016 in respect of **Kusei Sand-Bed** in Kusei river over an area of 11.50 acres or 4.654 hectares in Village Deogaon of Ghasipura Tahasil of Keonjhar district, Odisha State belonging to Tahasildar, Ghasipura Tahasil, At/Po/Ps-Ghasipura, Keonjhar district and wherever specific permissions are required, the lessee will approach the concerned authorities of O/o the Joint Director Geology, Keonjhar, Odisha.

Certified that the informations furnished in this Mining Plan with Progressive Mine Closure Plan are correct to the best of my Knowledge.

G. C. Sanyal


 Pabitra Kumar Swain
 RQP / OD/041/2016

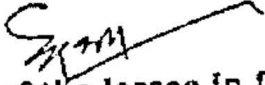
~~XXXX~~

CERTIFICATE FROM TAHASILDAR



The provisions of Mines Act, Rules and Regulations made thereunder have been observed in the Mining plan with Progressive Mine Closure Plan in respect of Kusei Sand Bed in Kusei River over an area of 11.50 acres or 4.654 hectares in Village Deogaon of Ghasipura Tahasil of Keonjhar district, Odisha State, prepared under Rule 28 (4) of OMMC Rules, 2016 belonging to Tahasildar, Ghasipura Tahasil, At/Po/Ps-Ghasipura, Keonjhar district and wherever specific permissions are required, the applicant will approach the DGMS and the state Govt. as the case may be. Further, standards prescribed by DGMS in respect of miner's health will be strictly implemented.

Place - Ghasipura
Date - 19.2.22


Signature of the lessee in full
Tahasildar
Kusei Sand-Bed
At/Po/Ps-Ghasipura,
Dist- Keonjhar, Odisha

Atle. Sanyal

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INTRODUCTION

The quarry lease of Kusei Sand Bed, Deogaon in Kusei River under Ghasipura Tahasil of Keonjhar District, Odisha held in provision of the OMMC Rule 2016. The Mining Plan has been prepared by Tahasildar, Ghasipura Tahasil, At/Po/Ps - Ghasipura, Dist - Keonjhar, Odisha for sand mining in Kusei Sand-Bed of village Deogaon for long term quarry lease vide Letter no. 640/ Touzi/Dt.31.01.2022 and accordingly the mining plan has been prepared and submitted under Rule 28 (4) of the Odisha Minor Mineral Concession Rules, 2016 for five year.




The Kusei Sand Bed, Deogaon over an area of 11.50 acres or 4.654 hectares comes under Keshadurapal RI circle having plot no. 1297/1, Khata no. 352, KISSAM NADI of village Deogaon of Ghasipura Tahasil of Keonjhar district of Odisha. The entire lease area comprises of Govt. land of Nadi KISSAM. The copy of land schedule is enclosed as Annexure - III. The area under reference featured in the survey of India Topo sheet No-F4504 is bounded between the Latitude 21° 09' 28.4"N to 21° 09' 42.2"N & Longitude 86° 02' 39.8"E to 86° 02' 55.1"E. Geologically the lease area belongs to Quaternary deposit from Holocene period. Thin younger alluvial deposits of recent age are found in the flood plains and by the side of the river. They also consist of sand, silt and clay.

As per the EIA notification 2006 and guidelines MoEF, GOI, vide letter no-J-13012/12/2013-IA-II (I) of dated 24.12.2013 & subsequent notification on 14th August 2018, Form 1, pre feasibility report, DSR, approved mining plan and EMP are the pre- requisites for environmental clearance.

The mining plan prepared in satisfaction of Rule 28 (4) of the Odisha Minor Mineral Concession Rules, 2016 will also serve the above requirements. The quarry lease of the source of minor mineral is valid for five year as per the letter issued by Tahasildar, Ghasipura. This mining plan has been prepared for the above period. The pattern of the deposits, its physical, structural disposition and topography of the area and its hydrological condition are some of the factors that favour open cast, dry pit mining. The mining operation will be carried out by manual open cast dry pit mining method.

Gate Kusei


 P.K.SWAIN
 RQP/OD/041/2016

The proposed rate of production has been worked out at 7,000 m³ / annum depending upon the present availability of sand in lease area as per certificate given by the Tahasildar, Ghasipura. However the rate may be increased or decreased in future depending on the market demand. The geological reserve has been estimated around 55,848 m³. The mineable reserve of sand has been estimated at 24,456 m³ and considering the present proposed production target at a rate of 7,000 m³ / annum, the present deposit of sand will be excavated for more than three years. The quantity of sand excavated in a year in ideal condition would be replenished in every year during the subsequent flood/rainy season. The reserve may increase after the rainy season and the source may be re-assessed if required.

Looking into the potential of mineable reserve of Kusei Sand Bed, the main objective is to develop this mine scientifically and systematically for commercial benefit of indigenous industries and secondly for increase of state exchequer by paying the royalties to the state Govt. of Odisha and thirdly to boost up the socio economic status of the poor habitants of this area by producing employment opportunity to earn more and live a better life.

P.K. Swain

2

P.K. Swain

RQP/OD/041/2016

FORM - O

Preparation of Mining Plan for Quarry Lease by RQP

[See rule 2B(4)]

PREPARATION OF MINING PLAN FOR WINNING OF RIVER SAND FROM KUSHALEWAR SAND BED IN VILLAGE DEOGAON UNDER DEOGAON PANCHAYAT, GHASIPURA TAHASIL OF KEONJHAR DISTRICT.



[CATEGORY: B2 (B1/B2) As specified by MoEF vide Notification No. J-13012/12/2013-IA-II (I) dated 24.12.2013]

1	Name & Address of the Lessee	: Tahasildar Ghasipura Tahasil, AI/Po/Ps- Ghasipura, Dist -Keonjhar, Odisha.								
2	Particular of the Area (Acreage, Boundary Description & Land Schedule) (Attach location map and surface plans showing the existing features of the area with contours at 2m interval)									
A Key plan and surface plan is attached as Plate No- I & III										
	Topo-sheet No.	: F4504								
	Latitude	: 21° 09' 28.4"N to 21° 09' 42.2"N								
	Longitude	: 86° 02' 39.8"E to 86° 02' 55.1"E								
	Village	: Deogaon								
	Taluk/Tahsil	: Ghasipura								
	District and State	: Keonjhar, Odisha								
	Khasra No./Plot No./	: <table border="1"> <thead> <tr> <th>Khata no.</th> <th>Plot no.</th> <th>kisam</th> <th>Area (acres)</th> </tr> </thead> <tbody> <tr> <td>352</td> <td>1297/1</td> <td>Nadi</td> <td>11.50</td> </tr> </tbody> </table>	Khata no.	Plot no.	kisam	Area (acres)	352	1297/1	Nadi	11.50
Khata no.	Plot no.	kisam	Area (acres)							
352	1297/1	Nadi	11.50							
	Lease Area (Hectares)	: 4.654 Ha (Refer lease Sketch Plate-II)								
	Whether the area is recorded to be in Forest (Please specify whether Protected, Reserved etc.)	: The entire quarry lease area of 4.654 Ha belongs to non forest land.								
	Existence of public road/railway line	: There is no existence of public road and railway line within the Lease area. However, the lease area approachable to Kushalewar road which is connected to NH 20 near Ramachandarpur at a distance of 12.5 km and Duburi-Naranpur road at a distance of								

APPROVED

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A. Behara
23.02.22
Smt. A. Behara, Geologist
Of The Joint Director Geology

P. S. Swain

P. S. SWAIN
RQP/OD/041/2016

Others	12.3 km near Remal. Further it is also connected to NH20 near Sailong at a distance of 7.6 km.
Nearby Important Market	The nearby market is at a distance of 1.0 km from the lease area.
Telecom Facilities	Telecommunication facilities have vastly improved with the advent of mobile phones.
Postal facilities	Postal facilities are available at Deogarh.
Transport Facilities	The lease area is approachable to Kushalewar road which is connected to NH 20 near Ramachandarpur at a distance of 12.5 km and Duburi-Naranpur road at a distance of 12.3 km near Remal. Further it is also connected to NH20 near Sailong Chhaka at a distance of 7.6 km. Therefore, transport facilities are very good for this lease area.
Land use pattern (Forest, Agriculture, Grazing, Barren etc.)	Total lease hold area is river sand
3. Status of the Lessee: (Private Individual/ Private Company/ Public Sector Undertaking/ Joint Sector Undertaking/ Others)	Govt. of Odisha
4. Period of the concession	Five Years
5. Mineral intended to be won	River sand
6. Name, Address & Registration No. of RQP preparing the mining plan with validity of Recognition:	P.K. Swain RQP/OD/041/2016 Odisha Geology & Mining Services Swain Bhawan, In Front of ICICI Bank, Mining Road, Keonjhar, Odisha. Validity-03/04/2026 Mobile-063720-17617 Mail : odgm1020@gmail.com
7. Order No. & date of Competent Authority granting the concession: (copy of the Certificate to be attached)	Tahasildar Letter No. 640/ Touzi / Dt. 31.1.2022

4

P.K. SWAIN

RQP/OD/041/2016

Behera
23.02.22
Smt. A. Behera, Geologist
Off. The Joint Director Geology

G. N. Swain



<p>8. forest area, whether forest clearance obtained (Attached copy of forest clearance)</p>	<p>The entire lease area of 4.654 Ha belongs to non forest land.</p>
<p>9. Reserves (Estimation to be based on the exploration, if any, carried out in the area or on the local parameters)</p>	<p>Reserves have been local parameter.</p>

The area under reference featured in the survey of India Topo-sheet No. 45D/104 and bounded between the Latitude 21° 09' 28.4"N to 21° 09' 42.2"N & Longitude 86° 02' 39.8"E to 86° 02' 55.1"E. The area is located at a distance of 69.0 km from the district head quarter, Keonjhar & 7.6 Km from NH-20 near Sailong. The quarry lease area belongs to recent quaternary river bed deposits consisting of sand, silt, clay and alluvial deposits.

Basis and Parameters of Reserve Estimation:

Based on the topographical survey of the entire lease area, geological mapping was carried out and Geological plan has been prepared on a scale of 1:2000 with contour interval of 2m. The existing features have been marked. Based on the exposures of sand, attempts have been made to mark the sand zones in the Surface Geological Plan.

From the geological study and from the exposed sand quarry within the lease area it can be estimated that the sand deposit thickness may varies from 1.0 m to 1.4 m. Proved resources have been estimated during the preparation of this mining plan. Proved resource has been estimated by taking average thickness of 1.2 m.

Method of Resources estimation

Surface area method has been adopted for the estimation of geological and mineable resources. The surface area multiplies with depth of sand, to form the volume of geological resources. A symbolic representation may be out linked to calculate the reserve as below :

- Where
- G = CL
 - G = Geological reserve in Cubic metres
 - C = Surface area in square metres
 - L = Depth of sand in metres

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RQP/OD/041/2016

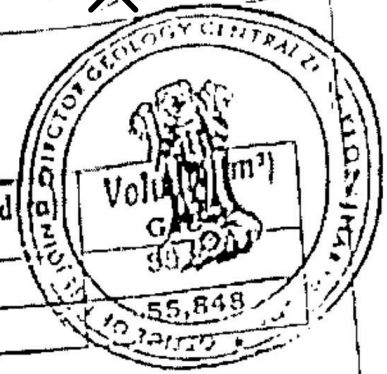
Ascher
23.02.22
Smt. A. Bahera, Geologist
O/o The Joint Director Geology

P. K. Swain

Estimation of Geological Resource

The geological resources estimated are given below:

Category	Surface Area(m ²) C	Thickness of Sand Bed L
Proved	46,540	1.2
Total		



Summary of Geological Resource :

Category	Quantity M ³
Proved	55,848
Total	55,848

Mineable Reserves

The mineable reserve has been calculated by considering ultimate pit slope of the area leaving 7.5m from the lease boundary. While assessing the sand reserves of the deposit, proved category of reserve have been considered and accordingly the mineable reserves are calculated assuming loss due to its proximity with the lease boundary as well as the 300 m "non mining zone" from the eastern side (bridge side) over an area of 26,160 m². The mineable reserve estimated is as follows:

Category	Surface Area excluding safety & non mining zone area for bridge (m ²) C	Thickness of Sand Bed (m) L	Volume (m ³) G=C×L
Proved	20,380	1.2	24,456
Total			24,456

Summary of Mineable Reserve:

Category	Quantity (M ³)
Proved	24,456
Total	24,456

The above reserve has been assessed as per the present status of the sand deposit in the river bed. It may be changed and re-assessed after the rainy season.

As per
23.02.22
Smt. A. Suresh, Clerk, Jt
O/o The Joint Director Geology
Kannur

P.R. Swain

P.R. SWAIN
RQP/OD/041/2016

10.	Mining (a) Whether manual or semi-mechanized or mechanized	The mining will be done by Manual method.
<p>1- Existing Mining Method:</p> <p>The mining operation at Kusei Sand Bed, Deogaon will be done for five years. The made of the deposits, geomorphology of the area and its hydrological condition are some of the factors that favours the manual method of mining by engaging labours. Pick-Axe, hand shovels and baskets will be used for collecting the sands. The sand is extracted, loaded and transferred from pits to the user through Hyva/trucks/tractors manually by head load. The mining is done on single shift basis. The local man power has been engaged in the mine.</p>		
	(b) If semi-mechanized or mechanized, Number, type and capacity of machines to be used	Manual method of mining. However tractor, tippers, hyvas, and trucks are used for transportation of sand from the quarry to the local market.
	(c) Whether drilling and blasting will be Made use of, if yes, state monthly Quantity of explosives to be consumed:	Not applicable
	(d) Benching pattern (Height x Width)	Benching pattern is not feasible in case of sand mining. The average depth of mining will be of 1.2 m or up to water table whichever is less.
	(e) Face lay out (attached development Plan)	The development Plan is attached as Plate No- IV
<p>During plan period the following geoscientific consideration have been suggested to be taken into account for sand/ gravel mining:</p> <ol style="list-style-type: none"> 1- Inactive flood plain has been selected for mining. 2- Mining will be stopped when the water table is encountered. 3- The development for the ensuing five year plan period has been proposed in this quarry. The development plan for five year plan period has been provided on a separate page No- IV. The overall progress in mining for the plan period will be done within the lease area. 		

Behara
23.02.22
Smt. A. Behara, Geologist
O/o The Joint Director Geology
Koraput

P. K. SWAIN
RQP/OD/041/2016

Atle. Swain



<p>(f) Quarry Floor level (RL) at the end of the year or period of the concession</p>	<p>During the plan period to be developed. The production within the proposed area for the 7,000 m³. The proposed for this pit will be 20 years. The quarry floor will be The proposed pit lay out plan have been shown in the development plan.</p>														
<p>(g) Quantity of mineral to be won (Annual Level of Production)</p>	<p>7,000 M³</p>														
<p>Year wise production of Sand are indicated below</p>															
<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Year</th> <th>Production of Sand (M³)</th> </tr> </thead> <tbody> <tr> <td>1st Year</td> <td>7,000</td> </tr> <tr> <td>2nd Year</td> <td>7,000</td> </tr> <tr> <td>3rd Year</td> <td>7,000</td> </tr> <tr> <td>4th Year</td> <td>7,000</td> </tr> <tr> <td>5th Year</td> <td>7,000</td> </tr> <tr> <td>Total</td> <td>35,000</td> </tr> </tbody> </table>		Year	Production of Sand (M ³)	1 st Year	7,000	2 nd Year	7,000	3 rd Year	7,000	4 th Year	7,000	5 th Year	7,000	Total	35,000
Year	Production of Sand (M ³)														
1 st Year	7,000														
2 nd Year	7,000														
3 rd Year	7,000														
4 th Year	7,000														
5 th Year	7,000														
Total	35,000														
<p>(h) Quantity of overburden to be removed (Show location of such disposal in Development)</p>	<p>The over burden is nil.</p>														
<p>(i) Whether heavy blasting to be adopted If yes, location of nearest habitation (to be shown in the surface plan)</p>	<p>Not Applicable</p>														
<p>(j) Safety precautions to be adopted</p>	<p>Not Applicable</p>														
<p>(k) Brief description on method of Procurement and storage of explosive</p>	<p>Not Applicable</p>														
<p>11. <u>Waste Disposal</u></p>															
<p>(a) Location (show it in the development plan)</p>	<p>The over burden generation is nil.</p>														
<p>(b) Area</p>	<p>Not Applicable</p>														

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Smt. A. Behera, Geologist
O/o The Joint Director Geology

P. K. SWAIN
RQP/OD/041/2016

Q. K. Panethy

	(c) Environmental safeguards for such disposal	: Not Applicable																								
12.	<u>Mine drainage</u> (Give details of total make of water during dry and rainy season and its method of handling).	: Not Applicable																								
13.	<u>Mineral processing</u> (Give details of processing including sizing, sorting, generation of rejects/fines etc).	: Not Applicable																								
14.	(a) No. of trees to be uprooted due to mining operation (b) Programme of Plantation	: Nil : Since the deposit is within the river, it has been planned to make plantation at west side in the Govt. land outside of the lease area.																								
		<table border="1"> <thead> <tr> <th>Year</th> <th>Extent (m²)</th> <th>No. of Saplings</th> <th>Species</th> </tr> </thead> <tbody> <tr> <td>1st Year</td> <td>450</td> <td>50</td> <td rowspan="5">Peepal, Banyan, Mango, Neem, Acacia, etc</td> </tr> <tr> <td>2nd Year</td> <td>450</td> <td>50</td> </tr> <tr> <td>3rd Year</td> <td>450</td> <td>50</td> </tr> <tr> <td>4th Year</td> <td>450</td> <td>50</td> </tr> <tr> <td>5th Year</td> <td>450</td> <td>50</td> </tr> <tr> <td>Total</td> <td>2250</td> <td>250</td> <td></td> </tr> </tbody> </table>	Year	Extent (m ²)	No. of Saplings	Species	1 st Year	450	50	Peepal, Banyan, Mango, Neem, Acacia, etc	2 nd Year	450	50	3 rd Year	450	50	4 th Year	450	50	5 th Year	450	50	Total	2250	250	
Year	Extent (m ²)	No. of Saplings	Species																							
1 st Year	450	50	Peepal, Banyan, Mango, Neem, Acacia, etc																							
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4 th Year	450	50																								
5 th Year	450	50																								
Total	2250	250																								
15.	<u>Manpower</u> (a) Supervisory : (inclusive of statutory Personnel's)	<table border="1"> <thead> <tr> <th>Supervisory Personnel</th> <th>Statutory Personnel</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>2</td> <td>4</td> </tr> </tbody> </table>	Supervisory Personnel	Statutory Personnel	Total	2	2	4																		
Supervisory Personnel	Statutory Personnel	Total																								
2	2	4																								
	(b) Non-Supervisory (skilled, semi-skilled & unskilled)	: Skilled Manpower: 4 Unskilled: 11																								

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A. Behera
23.02.22
Smt. A. Behera, Geologist
O/o The Joint Director, Geology
Keonjhar

9

P.K. Swain

P.K. SWAIN
RQP/OD/041/2016

<p>(c) OMS(Output per Manshift) : 2.0 M³</p> <p>Total production during plan period : 35 M³</p> <p>Average production of Sand/annum : 7,000 m³</p> <p>Working days in the year : 240 days</p> <p>Production per day : $7,000/240 = 29$</p> <p>Output per man shift (O.M.S) : 2 m³</p> <p>Assuming the O.M.S as 2 m³ the man power requirement will be $29.16 \text{ m}^3/2 \text{ m}^3 = 14.58$ nos. or 15 nos.</p>	
16. Use of Mineral (Specification and monthly quantity to be dispatched be furnished)	
(a) For domestic use:	For construction purpose the sand of Kusei River Sand Bed will be used. Around 875 m ³ of sand on monthly basis will be sold in domestic market.
(b) For export	No material will be exported at present
17 Mine Closure Plan	
(a) Describe the process/activities to be undertaken for reclamation and rehabilitation in respect of the following	The area will be reclaimed naturally every year during rainy season. The river will carry sand and sediments which will be eventually filled in the pits. No further reclamation proposal is required.
i. Mined out land	The mined out land will be reclaimed naturally every year during rainy season.
ii. Waste/reject dump	No waste will be generated during the plan period.
iii. Top-soil stack and its utilization	There will be no generation of top soil in this quarry since the mining will be carried out in river bed sand.
(b) Financial assurance (To be furnished as a bank guarantee in respect of the area to be put to use at the rate of Rs15,000 per hectare)	The financial assurance will be submitted as decided by the competent authority.

APPROVED

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Achera
23.02.22
Smt. A. Behera, Geologist

P.K.SWAIN
RQP/OD/041/2016
G. K. Saini

18. Certificate:

I/We, the holder of Kusel Sand Bed over 11.50 acres or 4.41 hectare of village Deogaon under Deogaon panchayat of Ghasipura Tahsil of Keonjhar District of Odisha hereby solemnly affirm that the plans and prospecting mining plan will be scrupulously implemented by me/us and I/we will be strictly held responsible for any deviation thereof. I/We also hereby certify that the provision of Mines and Minerals (Development & Regulation) Act, 1957, and the Mines Act, 1952 and Rules and Regulation made under these Acts, along with the provisions of Odisha Minor Mineral Concession Rules, 2004 and amendment 2016 will be strictly adhered to while implementing this mining plan and wherever specific permissions will be required, I/We will approach the concerned authorities of Directorate General of Mines Safety and the State Government as the case may be.

APPROVED

A. Behera
23.02.22

Smt. A. Behera, Geologist
O/o The Joint Director Geology
Keonjhar --

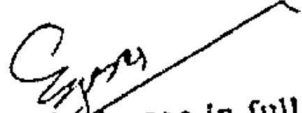
[Signature]
(Signature of the Concessionaire)

[Signature]



CERTIFICATE & UNDERTAKING

This is to certify that all the statutory rules, regulations, orders made by the State Government, Statutory organizations, court etc. have been taken into consideration in this Progressive Mine Closure Plan prepared by Sri Pabitra Kumar Swain Regd. No-RQP/OD/041.2016, Keonjhar, Odisha under Rule 28(4) of OMMC Rules, 2016 in respect of Kusei Sand-Bed in Kusei river over an area of 11.50 acres or 4.654 hectares in Village Deogaon of Ghasipura Tahasil of Keonjhar district, Odisha belonging to Tahasildar, Ghasipura Tahasil, At/Po/Ps-Ghasipura of Keonjhar District, Odisha, will be implemented in a time bound manner.


 Signature of the lessee in full
 Tahasildar
 Kusei Sand-Bed
 At/Po/Ps-Ghasipura,
 Dist- Keonjhar, Odisha

Place - Ghasipura
 Date - 19.2.22

Gole Kumar

UNDERTAKING

I do here by undertake to submit financial assurance for 1,000 acres of 1954
 hectares of sairat sources for the plan period in shape of bank guarantee as and
 when decided by the competent authority.



[Handwritten Signature]
 Signature of the lessee in full
 Tahasildar
 Kusei Sand-Bed
 At/Po/Ps-Ghasipura,
 Dist- Keonjhar, Odisha

Place - Ghasipura

Date - 19.2.22

[Handwritten Signature]

ANNEXURE

OFFICE OF THE TAHASILDAR, GHASIPURA

No. 640 /louzi/ Dated 31.1.22



To: Sri Pabitra Kumar Swain, Regd no. RQP/OD/041/2016
Swain Bhawan, In Front of ICICI Bank, Mining Road, Keonjhar
Odisha-758001 E-Mail-pabitrakumar.swain@yahoo.co.in

Sub: Preparation and approval of mining plans and obtaining Environmental clearances of the below mentioned sources required for long term lease

Sir,
The lease periods of the below mentioned two nos of sources are going to be completed during April 2022 as per the executed lease deeds. These sources need to be re-auctioned before 31.3.2022 to ensure uninterrupted supply of minor minerals for different Govt developmental projects. The statutory clearances for these sources are required to be undertaken as per Rule 28 (2) of Rule 2016.

Therefore, you are requested to prepare the mining plans and get those approved from appropriate Govt authorities at the earliest to enable us to auction these sources. You are also requested to prepare required documents for Environment clearance and obtain the clearance from appropriate authority.

Your fee for the purpose of mining plans will be paid as per prescribed rate either by the Successful bidder or by this office only after completion of the assignment. Your fee for preparation of documents for Environmental clearance will be paid by the successful bidder. The required documents and data for the purpose will be supplied by this office as and when required. The Minimum Guaranteed Quantity (MGQ) of each source will be communicated to you after due survey of each area by your team.

Sl No	Name of the source	Name of Minor mineral	Status of the source /valid upto	Area in (Ac)	Mouza	Kha t No	Plot No	Kisam
01	Bholanua Stone Quarry	Stone	Running/ 4.4.22	14.00	Bholanua gaon	145 AA A	3	Parbat -1
02	Kusei Sand Bed.	Sand	Running/ 20.4.22	11.50	Deogaon	352	1297/ 1	Nadi

Yours faithfully

S. P. Swain
Tahasildar, Ghasipura
31/01/22

Memo No. 641 /louzi/ Dated. 31.1.22
Copy submitted to the Additional Dist Magistrate, Keonjhar/The Sub-Collector, Anandapur for favour of kind information and necessary action.

S. P. Swain
Tahasildar, Ghasipura

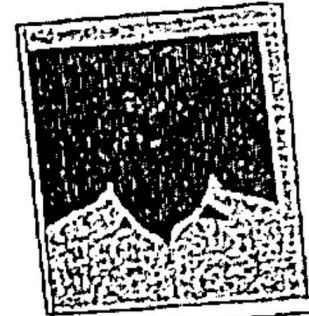
G. K. Panigrahy



GOVERNMENT OF ODISHA
DEPARTMENT OF STEEL AND MINES
DIRECTORATE OF MINES

CERTIFICATE OF RECOGNITION AS QUALIFIED PERSON
(Under rule 20(2) of Odisha Minor Mineral Concession Rules, 2004)

Sri Pabitra Kumar Swain, S/o Batakrushna Swain, R/o- Nuagaon,
Via- Kujang P.O: Nuagaon, Jagatsinghpur, Dist.-Jagatsinghpur,
whose photograph and signature are affixed herein, having given
satisfactory evidence of his qualification and experience, is hereby
recognised under rule 20(2) of Odisha Minor Mineral Concession
Rules, 2004 as a qualified person to prepare Mining Plans for
Minor Minerals within the State of Odisha, India.



Pabitra Kumar Swain


His/ Her Registration No. is

RQP/OD/041/2016

This Recognition is valid for a period of 10 years ending on dt.03.04.2026. This certificate will be liable to be withdrawn/ cancelled in the event of furnishing wrong information/ documents in the Mining Plans to be submitted by him.

Place: Bhubaneswar

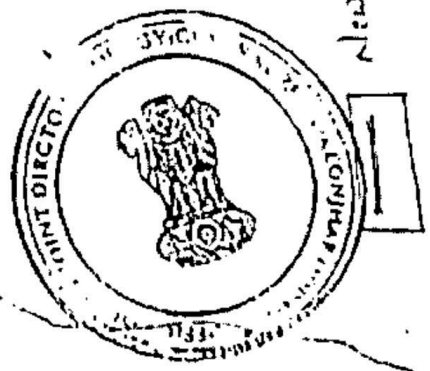
Date: 04.04.2016


DIRECTOR OF MINES, ODISHA
BHUBANESWAR

Atte. Pabitra

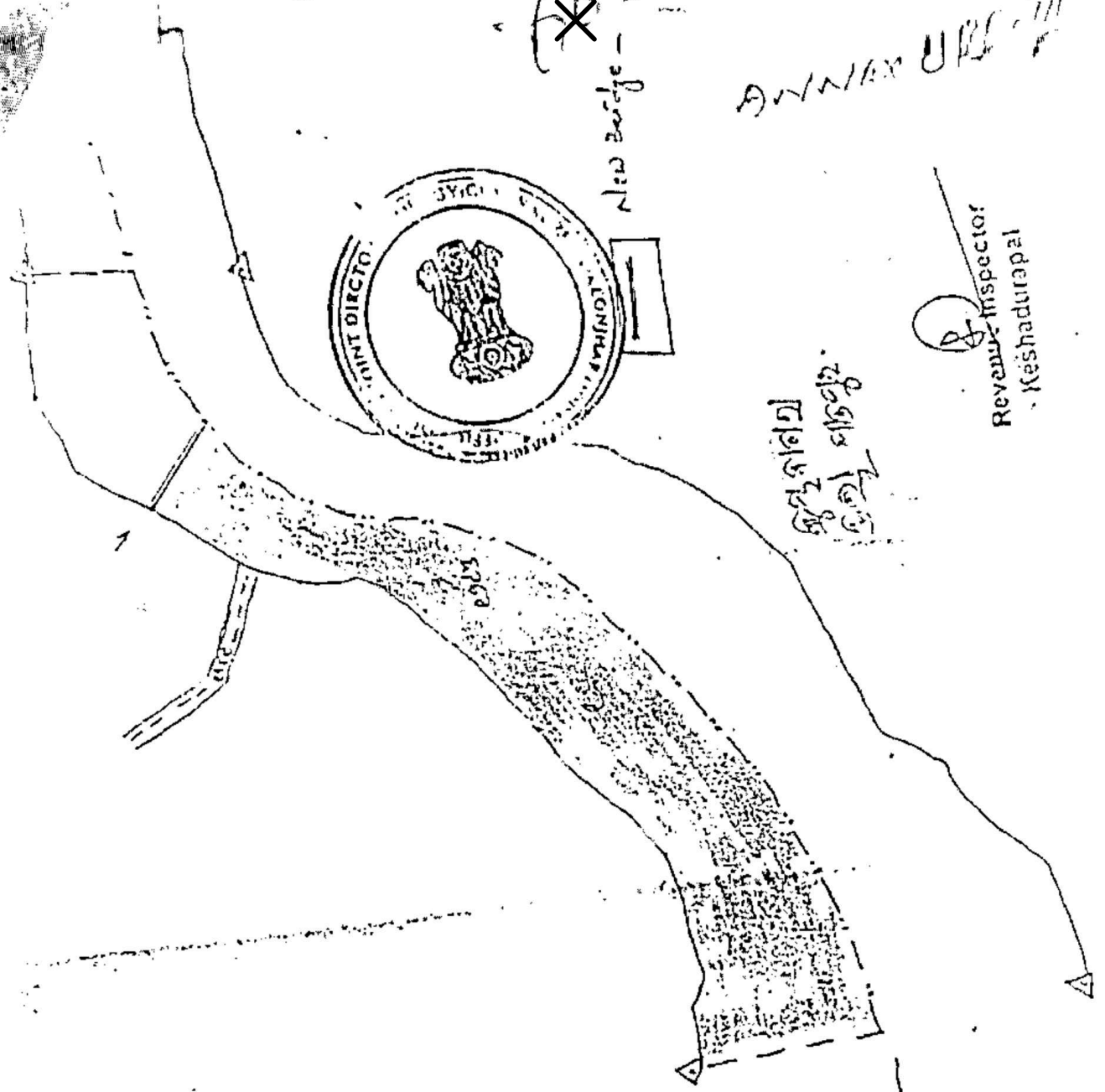
ANNEXURE III

New Bridge



ಶ್ರೀ ಕೆ.ಎ.ಎಸ್. ಶ್ರೀ. ಎ.ಎಸ್.ಎಸ್.

Revenue Inspector
Keshadurapal



ಶ್ರೀ. ಎ.ಎಸ್.ಎಸ್. ಶ್ರೀ. ಎ.ಎಸ್.ಎಸ್.
 ಶ್ರೀ. ಎ.ಎಸ್.ಎಸ್. ಶ್ರೀ. ಎ.ಎಸ್.ಎಸ್.
 ಶ್ರೀ. ಎ.ಎಸ್.ಎಸ್. ಶ್ರೀ. ಎ.ಎಸ್.ಎಸ್.
 ಶ್ರೀ. ಎ.ಎಸ್.ಎಸ್. ಶ್ರೀ. ಎ.ಎಸ್.ಎಸ್.

ಕ್ರ. ಸಂ.	ವಿಸ್ತಾರ	ಮೊತ್ತ	ಒಟ್ಟು
೧	೨೫.೫೦	೨೫.೫೦	೫೧.೦೦
೨	೨೫.೫೦	೨೫.೫೦	೧೦೭.೦೦
೩	೨೫.೫೦	೨೫.೫೦	೧೫೮.೦೦
೪	೨೫.೫೦	೨೫.೫೦	೨೧೩.೦೦
೫	೨೫.೫೦	೨೫.೫೦	೨೬೪.೦೦
೬	೨೫.೫೦	೨೫.೫೦	೩೧೯.೦೦
೭	೨೫.೫೦	೨೫.೫೦	೩೭೪.೦೦
೮	೨೫.೫೦	೨೫.೫೦	೪೨೯.೦೦
೯	೨೫.೫೦	೨೫.೫೦	೪೮೪.೦೦
೧೦	೨೫.೫೦	೨೫.೫೦	೫೩೯.೦೦

ಶ್ರೀ. ಎ.ಎಸ್.ಎಸ್.

- 81 -

OFFICE OF THE TAHASILDAR, GHASIPURA, KEONJHAR

No. 1078 /Touzi/ Dated 17.2.22



To,

Pabitra Kumar Swain
Regd. No. RQP/OD/041/2016
Swain Bhawan, In front of ICICI Bank,
Mining Road, Keonjhar, Odisha-758001,
E-Mail Id: odgm1020@gmail.com

Sub:

MGQ Certificate for salrat source under Ghasipura Tahasil of Keonjhar district, Odisha

Sir,

With reference to your above letter no. and the subject cited above, the MGQ for the following salrat source under Ghasipura Tahasil of Keonjhar district, Odisha may be fixed as follows for preparation and approval of Mining Plan in favour of Tahasildar, Ghasipura Tahasil, Keonjhar district Odisha as suggested by the team visited alongwith the RQP.

Sl. No.	Name of the Source	Area (Acres/Ha)	Mouza	MGQ/Annum (CuM)
4	Kusel Sand Bed	11.50/4.654	Deogaon	7000

This is for your kind information and necessary action.

Yours faithfully,

[Signature]
Tahasildar, Ghasipura.

Memo N. _____ / Dated _____

Copy submitted to the Addl Dist Magistrate, Keonjhar / Sub-Collector, Anandapur / Joint Director Geology, Keonjhar for favour of kind information and necessary action.

[Signature]
Tahasildar, Ghasipura.

[Signature]


~~62~~ - A.WEYUP - 1/2



CERTIFICATE

This is to intimate that the Kusel Sand-Bed in river Kusel having khata no. 352 and plot no. 1297/1 proposed to be granted for quarry lease in favour of Tahasildar, Ghasipura Tahasil, Keonjhar district, Odisha for mining of river sand over an area of 11.50 acres or 4.654 hectares in village Deogaon of Ghasipura Tahasil of keonjhar district has been demarked on field by the Revenue Inspector, Keshadurapal of Ghasipura Tahasil with the help of existing revenue village sheets of the adjoining area.

Place: Deogaon
Date: 13.2.2022


Signature of Revenue Inspector
Revenue Inspector
Keshadurapal

G. M. Sanyal

INDEX

LEASE AREA

1297 | PLOT WITH NUMBER

CO-ORDINATE OF BOUNDARY PILLARS

PILLAR NO	LATITUDE	LONGITUDE
1	21°09'28.4"	86°02'40.0"
2	21°09'29.0"	86°02'43.0"
3	21°09'30.2"	86°02'46.2"
4	21°09'34.2"	86°02'52.2"
5	21°09'36.8"	86°02'53.2"
6	21°09'38.1"	86°02'53.3"
7	21°09'39.4"	86°02'54.0"
8	21°09'40.8"	86°02'55.1"
9	21°09'42.2"	86°02'53.8"
10	21°09'41.3"	86°02'53.0"
11	21°09'40.1"	86°02'52.1"
12	21°09'38.2"	86°02'52.0"
13	21°09'34.0"	86°02'46.9"
14	21°09'32.4"	86°02'44.8"
15	21°09'31.9"	86°02'41.8"
16	21°09'32.1"	86°02'41.0"
17	21°09'32.1"	86°02'39.8"



Area Boundary

APPROVED

A. Behara
23.02.22

Smt. A. Behara, Geologist
Revenue Inspector
Keonjhar

Keonjhar

PLATE-II

LEASE PLAN
SCALE-16"=1MILE

KUSEI SAND BED, DEOGAON

OVER 11.50 ACRES OR 4.654 HECTARES
IN VILLAGE DEOGAON OF GHASIPURA TAHASIL
IN DISTRICT OF KEONJHAR ODISHA.

PREPARED FOR TAHASILDAR, GHASIPURA, KEONJHAR.

GOVT. OF ODISHA.

certified that the Plan is up to date & correct to the best of my knowledge

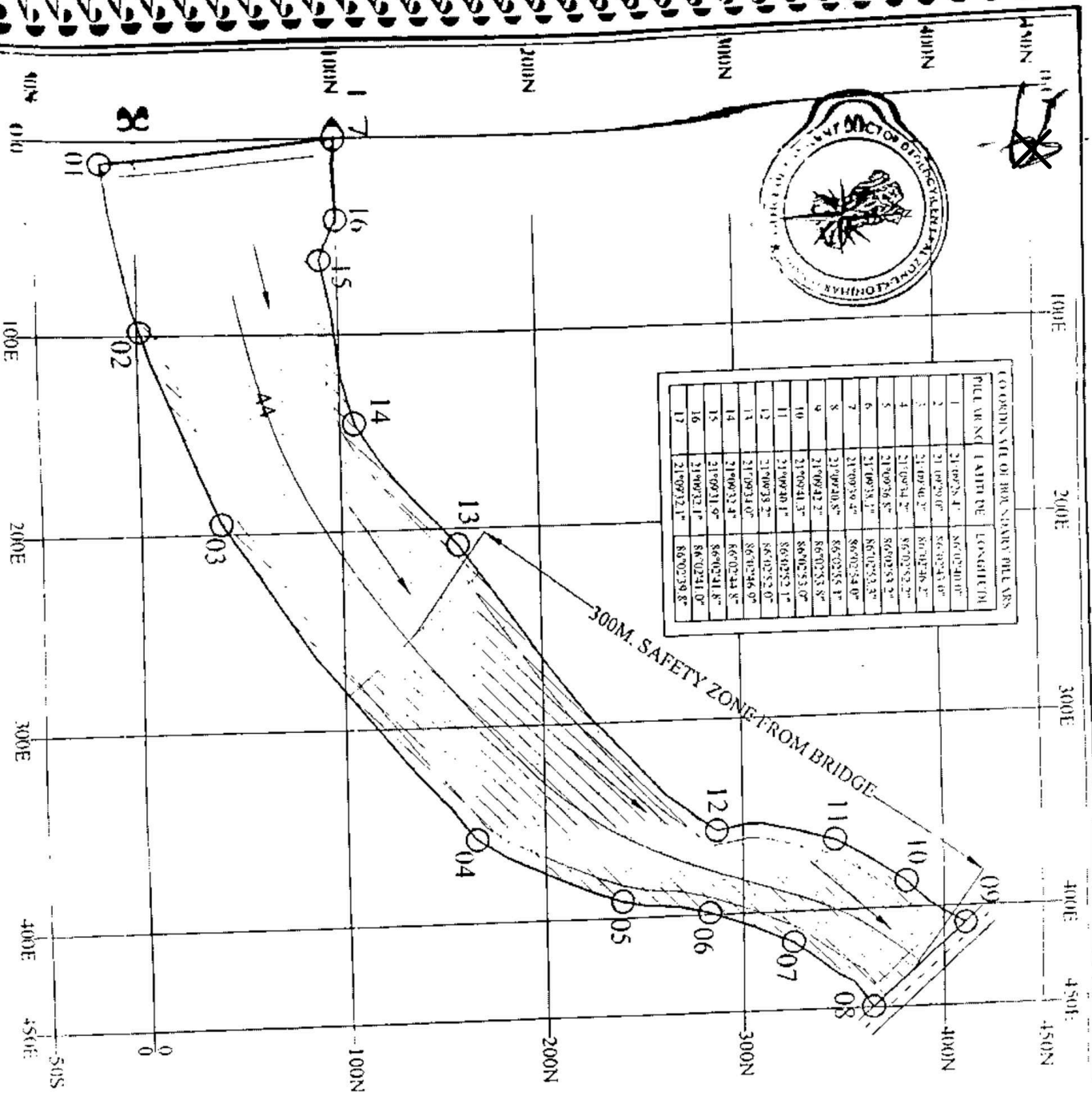
P.K. SWAIN
P.K. SWAIN
R.O.P/OD/041/2016

Handwritten notes in Odia script:
ଘାସିପୁରା ଟାହାସିଲ
ଦେଗାଠାଣ ଗ୍ରାମ
କୂସି ସାନ୍ଦ ବିଡ
ଘାସିପୁରା ଟାହାସିଲ
ଦେଗାଠାଣ ଗ୍ରାମ
କୂସି ସାନ୍ଦ ବିଡ
ଘାସିପୁରା ଟାହାସିଲ
ଦେଗାଠାଣ ଗ୍ରାମ
କୂସି ସାନ୍ଦ ବିଡ

~~84~~



PILLAR NO.	EASTING	NORTHING
1	216972.1	867024.0
2	216970.0	867023.6
3	216946.2	867026.2
4	216934.2	867027.2
5	216926.8	867028.3
6	216928.1	867028.3
7	216929.4	867028.0
8	216920.8	867025.5
9	216921.2	867025.8
10	216921.3	867025.0
11	216920.1	867025.1
12	216923.2	867025.0
13	216934.0	867026.0
14	216932.4	867024.8
15	216931.6	867024.8
16	216932.1	867024.0
17	216972.1	867023.8



- INDEX**
- LEASE AREA
 - AA
 - SAND
 - BRIDGE
 - FLOW DIRECTION
 - SAFETY ZONE

APPROVED

Atcher
23.02.22
Smt. A. Behara, Geologist
O/o The Joint Director Geology
Keonjhar
PLATE-III

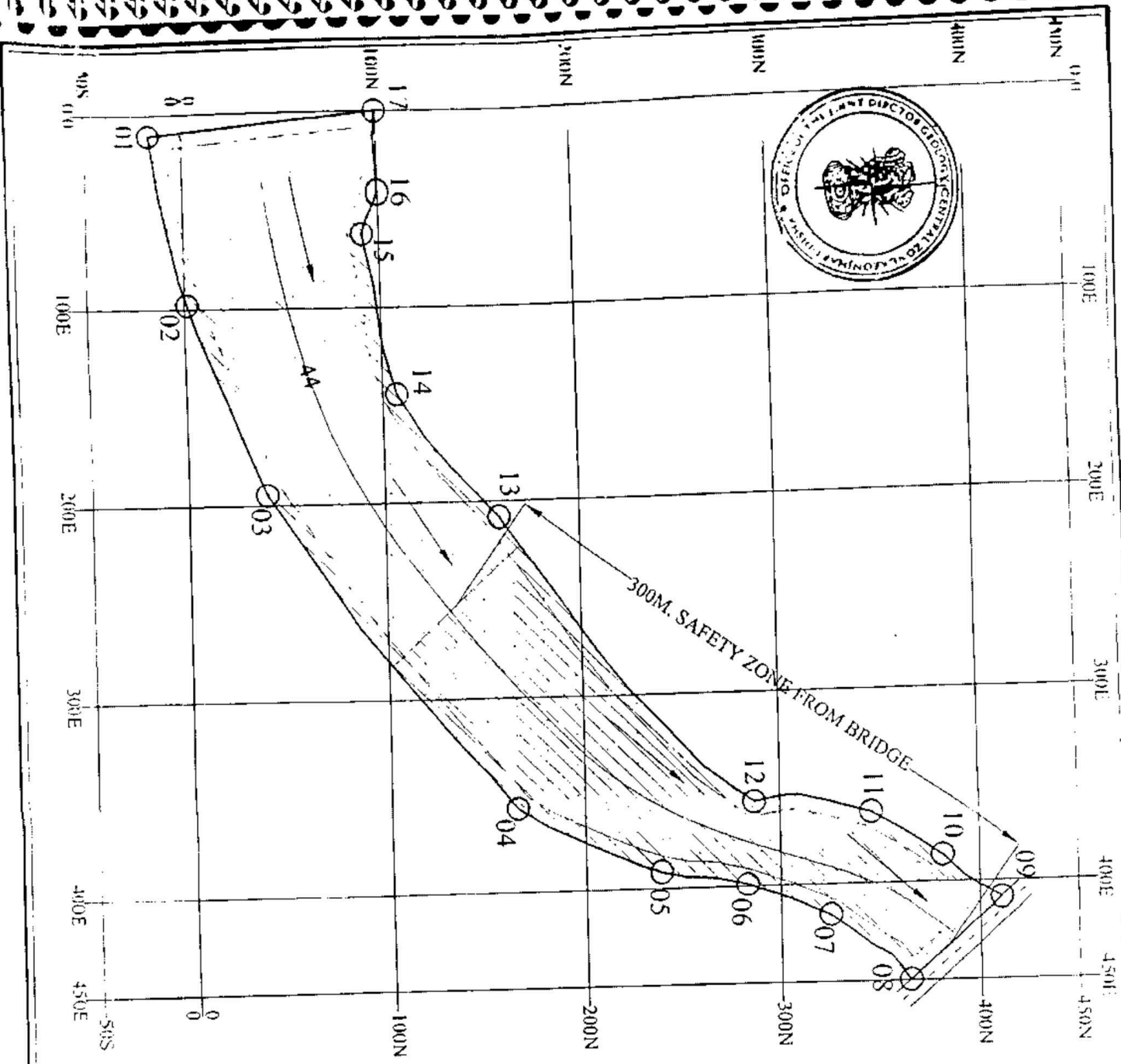
SURFACE / GEOLOGICAL PLAN
SCALE-1:2000

KUSEI SAND BED, DEOGAON
OVER 11.50 ACRES OR 4.654 HECTARES
IN VILLAGE DEOGAON OF GHASIPURA, TAHASIL
IN DISTRICT OF KEONJHAR ODISHA.








PREPARED FOR TAHASILDAR, GHASIPURA, KEONJHAR.
GOVT. OF ODISHA.

Certified that the Plan is up to date & Correct to the best of my Knowledge

P. K. SWAIN
RGP/OD/441/2010



INDEX

-  LEASE AREA
-  01-17 CONTOUR
-  SAND
-  BRIDGE
-  FLOW DIRECTION
-  PROPOSED QUARRY AREA
-  SAFETY ZONE

APPROVED

Ashokra
23.02.22
Smt. A. Behera, Geologist
O/o The Joint Director Geology
Keonjhar

DEVELOPMENT PLAN

SCALE-1:2000

KUSEI SAND BED, DEOGAON

OVER 11.50 ACRES OR 4.654 HECTARES
IN VILLAGE DEOGAON OF GHASIPURA TAHASIL
IN DISTRICT OF KEONJHAR ODISHA.

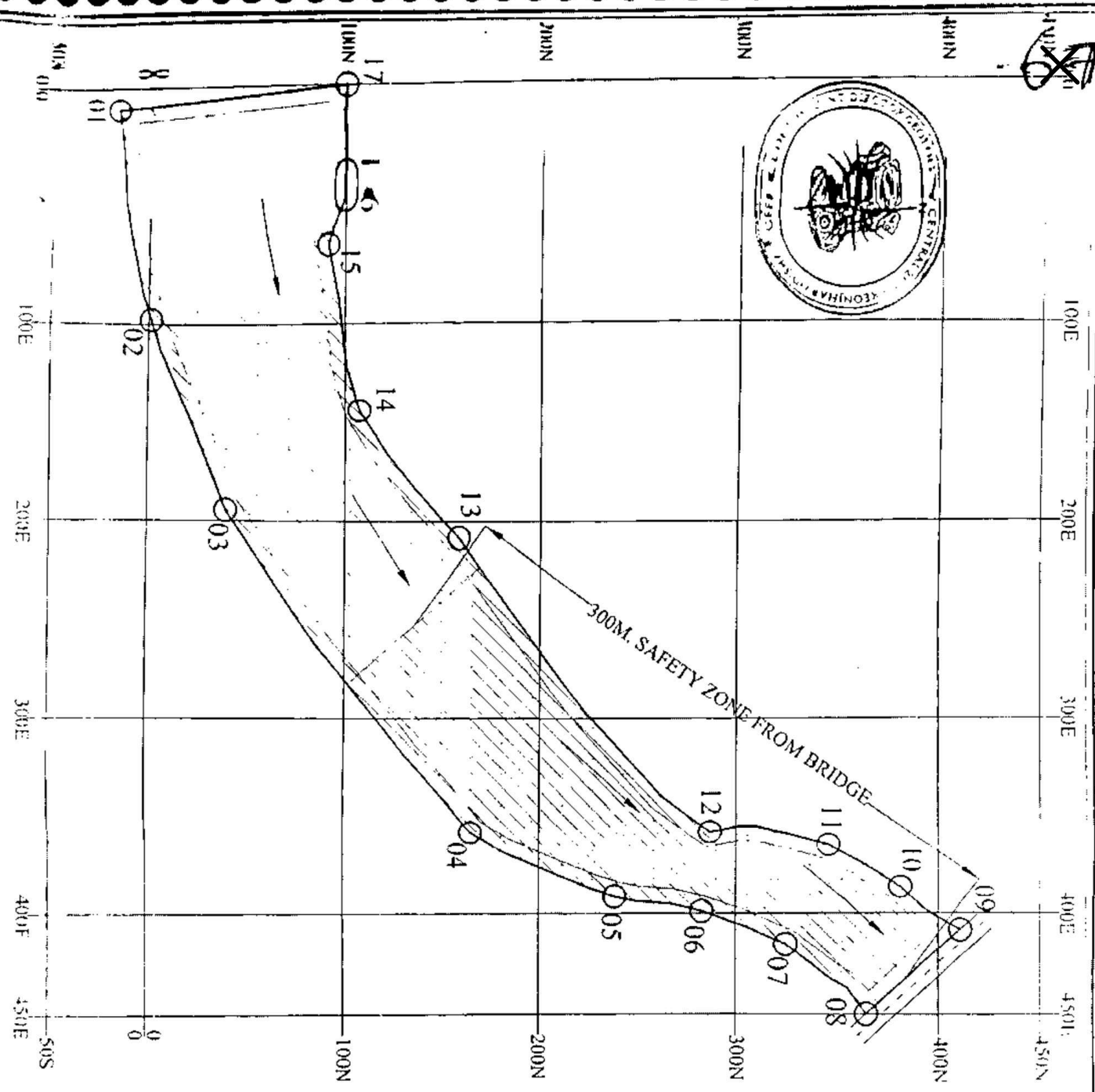
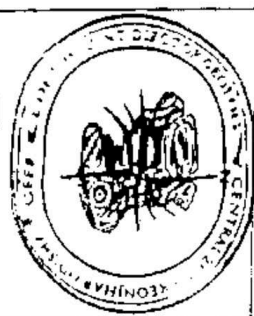
PREPARED FOR TAHASILDAR, GHASIPURA, KEONJHAR.

GOVT. OF ODISHA.



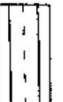



Certified that the Plan is up to date & correct to the best of my Knowledge.

P.K. Swain
P. K. SWAIN
R.O. ODISHA 2016

PLATE-IV



INDEX

-  LEASE AREA
-  SAND
-  BRIDGE
-  FLOW DIRECTION
-  PROPOSED QUARRY AREA
-  SAFETY ZONE

APPROVED

Signature
 Sr. A. Behera, Geologist
 O/o The Joint Director Geology
 Keonjhar

PROGRESSIVE MINE CLOSURE PLAN
 SCALE: 1:2000
KUSEI SAND BED, DEOGAON
 OVER 11.50 ACRES OR 4.654 HECTARES
 IN VILLAGE DEOGAON OF GHASIPURA TAHASIL
 IN DISTRICT OF KEONJHAR ODISHA.
 PREPARED FOR TAHASILDAR, GHASIPURA, KEONJHAR
 GOVT. OF ODISHA

I certify that the Plan is up to date & correct to the best of my knowledge

Signature
 P.N. SWAIN
 RGP/0104/2016

~~60~~ Annexure-R14/3

Tel: 06766-299935
Email: rospcb.keonjhar@ospboard.org
Website: www.ospboard.org



**OFFICE OF THE REGIONAL OFFICER
STATE POLLUTION CONTROL BOARD, ODISHA**
[Department of Forest, Environment & CC, Govt. of Odisha]
At- Baniapat, Po- College Road, Dist- Keonjhar- 758001, Odisha

Letter No. 1447

By Online/ Regd. Post

Date: 25.07.2023

CONSENT ORDER NO. 392/ RO/KJR:/2022-23

Sub: Consent under Section 25/26 of Water (Prevention & Control of Pollution) Act, 1974 and for existing/new operation of the plant under section 21 of Air (Prevention & Control of Pollution) Act, 1981.

Ref: *Your Consent to Operate online Application No 5031900 received in complete form on 15.07.2023.*

Consent to operate is hereby granted under section 25/26 of Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of Air (Prevention & Control of Pollution) Act, 1981 and rules framed there under to

Name of the Sand Mines	Kusei Sand Bed, Deogaon (Plot No-1297, Khata No - 352 (Ac 11.50 or 4.654 Ha) in Kusei River of Ghasipura Tahasil, Dist- Keonjhar
Name of the Occupier & Designation	Sri Gorle Ramesh, Lessee (Through Tahasildar, Ghasipura Keonjhar)
Address	At: Deogaon, Tahasil: Ghasipura, Dist- Keonjhar, Odisha.

This consent order is valid for the period up to **31.12.2024**.

This consent order is valid for the products quantity, specified outlets, discharge quantity and quality, specified chimney/stack, emission quantity and quality of emissions as specified below. This consent is granted subject to the general and special conditions stipulated therein.

A. Details of Products Manufactured

Product	Quantity	
	River Sand (As Per Environmental Clearance)	2023-24
	2024-25 (up to 31.12.2024)	1750 Cum

B. Discharge permitted through the following outlet subject to the standard

Outlet no	Description of outlet	Point of discharge	Quantity of discharge KLD or KL/hr.	Prescribed standard in mg/l except pH			
				pH	TSS (mg/l)	BOD	O&G
1	Domestic Waste water	Soak Pit via Septic tank	2 KLD	5.5-8.5	100	30	10

Contd...



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CONSENT ORDER

Page 2

C. Emission permitted through the following stack subject to the prescribed standard

Chimney Stack No	Description of Stack	Stack height (m)	Quantity of emission	Prescribed Standard in mg/Nm ³			
				PM	SO ₂	NO _x	H ₂ S
1	-	-	-	-	-	-	-

D. Disposal of solid waste permitted in the following manner

Sl No	Type of Solid Waste	Quantity generated (TPD)	Quantity to be reused on site (TPD)	Quantity to be reused off site (TPD)	Quantity disposed off (TPD)	Description of disposal site
1	Wastes & rejects	As per approved mining plan				
2	-	-	-	-	-	-

E. GENERAL CONDITIONS FOR ALL UNITS.

- The consent is given by the Board in consideration of the particulars given in the application. Any change or alternation or deviation made in actual practice from the particulars furnished in the application will also be the ground liable for review/variation/revocation of the consent order under section 27 of the Act of Water (Prevention & Control of pollution) Act, 1974 and section 21 of Air (Prevention & Control of Pollution) Act, 1981 and to make such variations as deemed fit for the purpose of the Acts.
- The mine/industry would immediately submit revised application for consent to operate to this Board in the event of any change in the quantity and quality of raw material/and products/manufacturing process or quantity/quality of the effluent/ rate of emission/air pollution control equipment/system etc.
- The applicant shall not change or alter either the quality or quantity or the rate of discharge or temperature or the route of discharge without the previous written permission of the Board.
- The application shall comply with and carry out the directives/orders issued by the Board in this consent order and at all subsequent times without any negligence on his part. In case of non-compliance of any order/directives issued at any time and/or violation of the terms and conditions of this consent order, the applicant shall be liable for legal action as per the provisions of the Law/Act.
- The applicant shall make an application for grant of fresh consent at least 90 days before the date of expiry of this consent order.
- The issuance of this consent does not convey any property right in either real or personal property or any exclusive privileges nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Central, State laws or regulation.
- The consent does not authorize or approve the construction of any physical structure or facilities or the undertaking of any work in any natural water course.
- The applicant shall display this consent granted to him in a prominent place for perusal of the public and inspecting officers of this Board
- An inspection book shall be opened and made available to Board's Officers during the visit to the factory.
- The applicant shall furnish to the visiting officer of the Board any information regarding the construction, installation or operation of the plant or of effluent treatment system/air pollution control system/stack monitoring system or any other particulars as may be pertinent for preventing and controlling pollution of Water/Air.
- Meters must be affixed at the entrance of the water supply connection so that such meters are easily accessible for inspection and maintenance and for other purposes of the Act provided that the place where it is affixed shall in no case be at a point before which water has been tapped by the consumer for utilization for any purposes whatsoever.

Contd...



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CONSENT ORDER

Page 3

12. Separate meters with necessary pipe-line for assessing the quantity of water used for each of the purposes mentioned below.
 - a. Industrial cooling, spraying in mine pits or boiler feed.
 - b. Domestic purpose.
 - c. Process
13. The applicant shall display suitable caution board at the place where the effluent is entering into any water-body or any other place to be indicated by the Board, indicating therein that the area into which the effluents are being discharged is not fit for the domestic use/bathing.
14. Storm water shall not be allowed to mix with the trade and/or domestic effluent on the upstream of the terminal manholes where the flow measuring devices will be installed.
15. The applicant shall maintain good house-keeping both within the factory and the premises. All pipes, valves, sewers and drains shall be leak-proof. Floor washing shall be admitted into the effluent collection system only and shall not be allowed to find their way in storm drains or open areas.
16. The applicant shall at all times maintain in good working order and operate as efficiently as possible all treatment or control facilities or systems installed or used by him to achieve with the terms(s) and conditions of the consent.
17. Care should be taken to keep the anaerobic lagoons, if any, biologically active and not utilized as mere stagnation ponds. The anaerobic lagoons should be fed with the required nutrients for effective digestion. Lagoons should be constructed with sides and bottom made impervious.
18. The utilization of treated effluent on factory's own land, if any, should be completed and there should be no possibility of the effluent gaining access into any drainage channel or other water courses either directly or by over flow.
19. The effluent disposal on land, if any, should be done without creating any nuisance to the surroundings or inundation of the lands at any time.
20. If at any time the disposal of treated effluent on land becomes incomplete or unsatisfactory or create any problem or becomes a matter of dispute, the industry must adopt alternate satisfactory treatment and disposal measures.
21. The sludge from treatment units shall be dried in sludge drying beds and the drained liquid shall be taken to equalization tank.
22. The effluent treatment units and disposal measures shall become operative at the time of commencement of production.
23. The applicant shall provide port holes for sampling the emissions and access platform for carrying out stack sampling and provide electrical outlet points and other arrangements for chimneys/stacks and other sources of emissions so as to collect samples of emission by the Board or the applicant at any time in accordance with the provision of the Act or Rules made therein.
24. The applicant shall provide all facilities and render required assistance to the Board staff for collection of samples/stack monitoring/inspection.
25. The applicant shall not change or alter either the quality or quantity or rate of emission or install, replace or alter the air pollution control equipment or change the raw material or manufacturing process resulting in any change in quality and/or quantity of emissions, without the previous written permission of the Board.
26. No control equipments or chimney shall be altered or replaced or as the case may be erected or re-erected except with the previous approval of the Board.
27. The liquid effluent arising out of the operation of the air pollution control equipment shall be treated in the manner and to the satisfaction of standards prescribed by the Board in accordance with the provisions of Water(Prevention and Control of Pollution) Act, 1974 (as amended).
28. The stack monitoring system employed by the applicant shall be opened for inspection to this Board at any time.
29. There shall not be any fugitive or episodal discharge from the premises.
30. In case of such episodal discharge/emissions the industry shall take immediate action to bring down the emission within the limits prescribed by the Board in conditions/stop the operation of the plant. Report of such accidental discharge/emission shall be brought to the notice of the Board within 24 hours of occurrence.

Contd...



~~SECRET~~

CONSENT ORDER

Page 4

31. The applicant shall keep the premises of the industrial plant and air pollution control equipments clean and make all hoods, pipes, valves, stacks/chimneys leak proof. The air pollution control equipments, location, inspection chambers, sampling port holes shall be made easily accessible at all times.
32. Any upset condition in any of the plant/plants of the factory which is likely to result in increased effluent discharge/emission of air pollutants and/ or result in violation of the standards mentioned above shall be reported to the Headquarters and Regional Office of the Board by fax/speed post within 24 hours of its occurrence.
33. The industry has to ensure that minimum three varieties of trees are planted at the density of not less than 1000 trees per acre. The trees may be planted along boundaries of the industries or industrial premises. This plantation is stipulated over and above the bulk plantation of trees in that area.
34. The solid waste such as sweeping, wastage packages, empty containers, residues, sludge including that from air pollution control equipments collected within the premises of the industrial plants shall be disposed off scientifically to the satisfaction of the Board, so as not to cause fugitive emission, dust problem through leaching etc. of any kind.
35. All solid wastes arising in the premises shall be properly classified and disposed off to the satisfaction of the Board by :
 - i. Land fill in case of inert material, care being taken to ensure that the material does not give rise to leachate which may percolate into ground water or carried away with storm run-off.
 - ii. Controlled incineration, wherever possible in case of combustible organic material.
 - iii. Composting, in case of bio-degradable material.
36. Any toxic material shall be detoxicated if possible, otherwise be sealed in steel drums and buried in protected areas after obtaining approval of this Board in writing. The detoxication or sealing and burying shall be carried out in the presence of Board's authorized persons only. Letter of authorization shall be obtained for handling and disposal of hazardous wastes.
37. If due to any technological improvement or otherwise this Board is of opinion that all or any of the conditions referred to above requires variation (including the change of any control equipment either in whole or in part) this Board shall after giving the applicant an opportunity of being heard, vary all or any of such condition and thereupon the applicant shall be bound to comply with the conditions so varied.
38. The applicant, his/heirs/legal representative or assignees shall have no claim whatsoever to the condition or renewal of this consent after the expiry period of this consent.
39. The Board reserves the right to review, impose additional conditions or condition, revoke change or alter the terms and conditions of this consent.
40. Notwithstanding anything contained in this conditional letter of consent , the Board hereby reserves to it the right and power under section 27(2) of the Water (Prevention & Control of Pollution) Act , 1974 to review any and/or all the conditions imposed herein above and to make such variations as deemed fit for the purpose of the Act by the Board.
41. The conditions imposed as above shall continue to be in force until revoked under Section 27(2) of the Water (Prevention & Control of Pollution) Act, 1974 and section 21 of Air (Prevention & Control of Pollution) Act, 1981.
42. In case the consent fee is revised upward during this period, the industry shall pay the differential fees to the Board (for the remaining years) to keep the consent order in force. If they fail to pay the amount within the period stipulated by the Board the consent order will be revoked without prior notice.
43. The Board reserves the right to revoke/refuse consent to operate at any time during period for which consent is granted in case any violation is observed and to modify/stipulate additional conditions as deemed appropriate.

Contd...



F. Special Conditions

GENERAL

1. The date of commencement of mine operation shall be informed to the Regional Office, SPCB, Keonjhar.
2. This consent to operate granted under Section 25 of Water (Prevention & Control of Pollution) Act, 1974 and Section 21 of Air (Prevention & Control of Pollution) Act, 1981 subject to the mining plan approved by the Joint Director of Geology, Keonjhar dtd 23.02.2022, Transfer of Environmental Clearance obtained from SEIAA file no SIA/OR/300884/2023 dtd 21.06.2023 and EC Identification No. EC23B001OR180821, dtd. 27.04.2023, Quarry Lease executed by the Tahasildar, Ghasipur dtd. 10.07.2023 and Letter Memo No. 11576, dtd. 02.07.2022 of HO, SPCB, Bhubaneswar regarding obtaining NOC from Local Authority by the Tahasildar prior to grant of Lease for minor minerals.
3. The consent order is coterminous with expiry of Lease period or Expiry of approved Mining Plan or Expiry of Environmental Clearance whichever is earlier.
4. Production quantity shall be restricted as per the approved mining plan and Environmental Clearance capacity whichever less during the lease period.
5. The sand mining shall not be carried out within 200 m of any existing structure such as bridges, dams, weirs, intake structure(s) either for irrigation or drinking water purposes, or any other cross drainage structure.
6. The sand mining operations shall not affect the existing sources for irrigation or drinking water or industrial purposes.
7. The depth of sand mining shall not exceed 1.0 m or water level whichever is less.
8. **Transport of mineral will not be done through village / habitations.**
9. Permission from the Competent Authority shall be obtained for drawl of ground water, if any, required for the project.
10. Conservations measures shall be taken for protection of flora and fauna.
11. The proponent shall take necessary measures to ensure no adverse impact due to mining operations on the human habitations existing nearby.
12. The natural sand dune should not be disturbed.
13. All necessary statutory clearances shall be obtained before start of mining operations.
14. No mining shall be carried out in the vicinity of natural/ manmade archeological sites.
15. A river bed rehabilitation plan should be submitted within three months from the date of issue of this order.
16. The unit has to obtain necessary permission from the concerned authority for transportation of sand through village/ public roads.
17. The unit shall abide by the provisions under E(P) Act, 1986 and other rules framed there under.
18. This Consent order has been issued without prejudice to any legal dispute arising in future with respect to the ownership of the land and other land disputes.
19. Mines shall provide adequate sanitation facilities for its workers to avoid any open defecation and unhygienic condition in its surrounding areas
20. The Board may impose further conditions or modify the conditions as stipulated in this order during installation and / or at the time of obtaining consent to operate and may revoke this order in case the stipulated conditions are not implemented and / or information are found to have been suppressed / wrongly furnished in the application form.

AIR POLLUTION CONTROL

1. The vehicles for transportation of sand from the site should be in good condition and should have a pollution check certificate and should confirm to applicable air and noise emission standards and should be operated only during non- peak hours.
2. Unit has to take prior permission from the concerned authority / State PWD department, Government of Odisha for transportation of the Sand in local village/ Panchayat roads and main roads.
3. The vehicle shall not be overloaded and shall be covered with Tarpaulin.
4. The water sprinkling should be carried out on the village roads/ Kachha roads to control fugitive dust emission during transportation of sand.

Contd...



~~73~~
CONSENT ORDER

Page 6

5. Water sprinkling system should be provided in haul roads, transportation roads, quarry areas, stocked piles areas and other dust generating points to control fugitive dust emission in order to meet the prescribed standard of National Ambient Air Quality inside the mining lease area.

WATER POLLUTION CONTROL

1. The unit shall ensure that sand mining does not in any way disturb the flow pattern of the river water.
2. Sand quarrying shall not be carried out in streams within 1/5 of the width of the stream bed from the bank.
3. Domestic effluent shall be treated and disposed off in septic tank followed by soak pit to be constructed as per BIS specification and under no circumstances, any waste water shall be discharged to River/River bed.

SOLID & HZARDOUS WASTE MANAGEMENT

1. The area from which the sand has been extracted be leveled and free of any foreign debris or materials.
2. The surface of stock pile and sand processing areas outside the river bed to be scarified to a depth of 50 cm, graded evenly and the top soil previously stored, returned to its original depth over the area.
3. Rejected sands if any shall be disposed off on filling low lying areas inside the lease hold area in proper manner without causing any environmental pollution.
4. The solid wastes, rejects/dust generated from the quarry shall be collected and suitably disposed off in an environmental sound manner and in no case such wastes shall be disposed off in River/River bed.

The occupier must comply with the conditions stipulated in section A, B, C, D, E and F to keep this consent order valid.

To

Sri Gorle Ramesh, Lessee
M/s Kusei Sand Bed
At- Deogaon, Tahasil- Ghasipura,
Dist- Keonjhar, Odisha.

[Signature]
25.07.2023
REGIONAL OFFICER

Memo No: /Dt. 1448

Dt. 25.07.2023

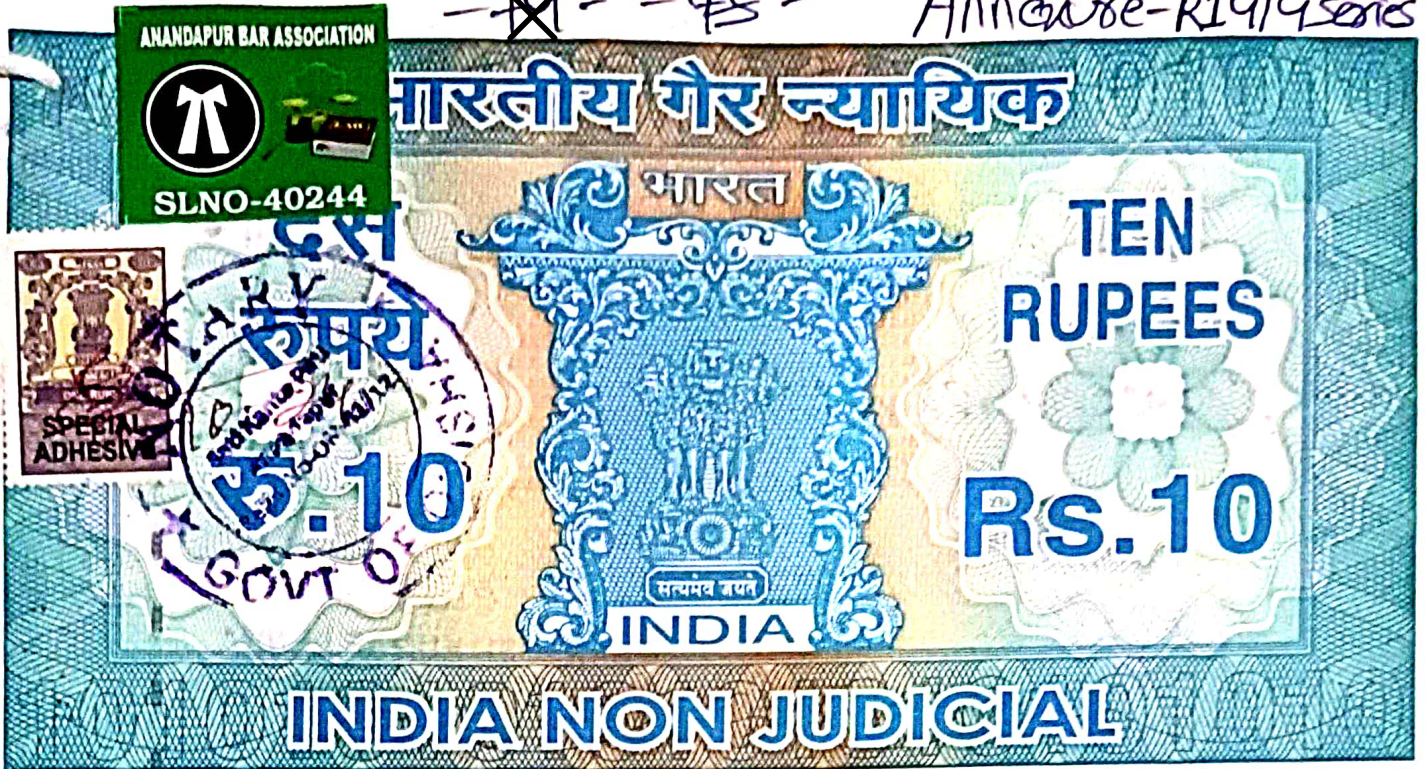
Copy forwarded to

1. The Member Secretary, State Pollution Control Board, Bhubaneswar.
2. The Collector & District Magistrate, Keonjhar.
3. The Joint Director of Geology, Keonjhar.
4. The Divisional Forest Officer, Keonjhar.
5. The Tahasildar, Ghasipura, Keonjhar.
6. Copy to Guard File.

[Signature]
25-07-2023
REGIONAL OFFICER

True Copy Attested
[Signature]
Advocate

~~71-75~~ Annexure-R14/4series



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67AA 472991

Shri Sangram Kishore Bhuyan
9-10-24

AFFIDAVIT

I, Shri Sangram Kishore Bhuyan, aged about 34 years, S/o. Panchanan Bhuyan, Resident of Village-Patilo, P.O- Bhaluka, P.S-Ramachandrapur, District-Keonjhar, do hereby solemnly affirm state as follows:-

1. That, I am the owner of 10 Wheeler Tipper/hyva of capacity of 12 cum bearing registration no.OD04-2475.
2. That, my aforesaid hyva was hired by Shri Tapas Kumar Bal to transport 192 cum of sand from the Kusei sand bed from date 20.06.2023 to 25.12.2023.
3. That, I was paid an amount of Rs.1,90,000 (One Lakh Ninety Thousand) by Shri Tapas Kumar Bal for his aforesaid work of transportation of Sixteen Trips sand.
4. That, the transportation of sand was done to various locations such as Harichandanpur, ,Keonjhar ,Baleswar,Jajpur road of Jajpur District,Bhadrak District.
5. That, the present affidavit is being sworn to be filed before the Hon'ble National Green Tribunal.
6. That, the facts stated above are true to the best of my knowledge and belief.

Identified by

Advocate *Jh*

Sangram Kishore Bhuyan

Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

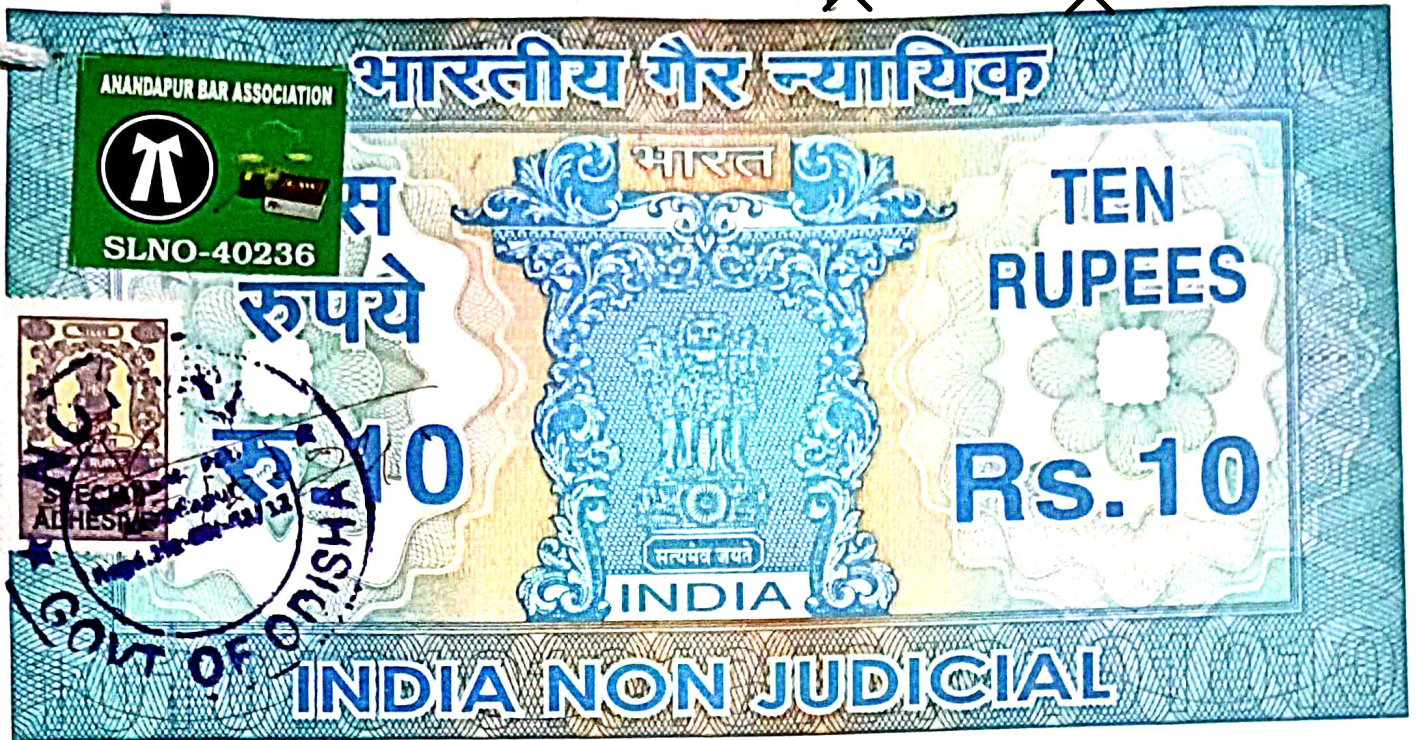
Place:

Dated:

9-10-24

Sangram Kishore Bhuyan Advocate
being identified by *Jh*
Advocate sworn before me on
9/10/24

SATIKANTA PATI
NOTARY PUBLIC
ANANDAPUR



ଓଡ଼ିଶା ଆଠିଶା ODISHA

67AA 472990

AFFIDAVIT

I, Shri Saroj Kumar Parida, aged about 47 years, S/o. Late Lalit Mohan Parida, Resident of Village-Salapada, P.O- Salapada, P.S-Ghasipura, District-Keonjhar, do hereby solemnly affirm state as follows:-

1. That, I am the owner of 06 Wheeler Tipper/hyva of capacity of 06 cum bearing registration no. OR16C-4383.
2. That, my aforesaid hyva was hired by Shri Tapas Kumar Bal to transport 180 cum of sand from the Kusei sand bed from date 01.07.2023 to 10.12.2023.
3. That, I was paid an amount of Rs.1,80,000 (One Lakh Eighty Thousand) by Shri Tapas Kumar Bal for his aforesaid work of transportation of Thirty Trips sand.
4. That, the transportation of sand was done to various locations such as Harichandanpur, Keonjhar, Jajpur road of Jajpur District, Bhadrak District.
5. That, the present affidavit is being sworn to be filed before the Hon'ble National Green Tribunal.
6. That, the facts stated above are true to the best of my knowledge and belief.

Identified by

Advocate

Jh

Saroj Kumar Parida
Deponent

CERTIFICATE

Certified that the contains of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

Dated:

Deponent: Saroj Kumar Parida Advocate

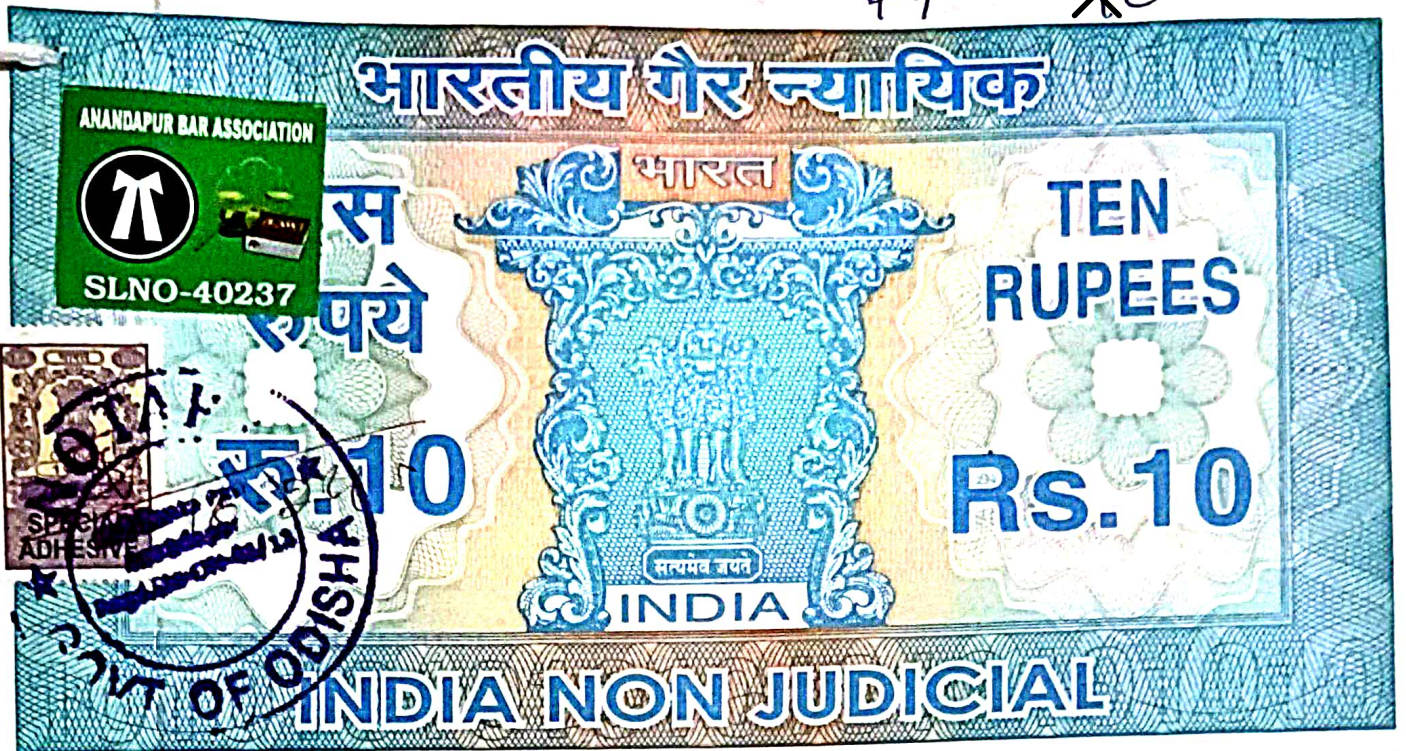
being identified by T. Parida

Advocate

09/10/23

Satikanta Parida
SATIKANTA PARIDA,
NOTARY PUBLIC
ANANDAPUR

- 77 - - 76 -



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67AA 472983

AFFIDAVIT

I, Shri Manash Kumar Barik, aged about 40 years, S/o. Gouranga Charan Barik, Resident of Village-Barigaon, P.O-Bailo, P.S-Ghasipura, District-Keonjhar, do hereby solemnly affirm state as follows:-

1. That, I am the owner of 06 Wheeler Tipper/hyva of capacity of 06 cum bearing registration no. OR16C-3690.
2. That, my aforesaid hyva was hired by Shri Tapas Kumar Bal to transport 180 cum of sand from the Kusei sand bed from date 01.08.2023 to 13.09.2023.
3. That, I was paid an amount of Rs.1,80,000 (One Lakh Eighty Thousand) by Shri Tapas Kumar Bal for his aforesaid work of transportation of Thirty Trips sand.
4. That, the transportation of sand was done to various locations such as Harichandanpur, Keonjhar, Jajpur road of Jajpur District, Bhadrak District.
5. That, the present affidavit is being sworn to be filed before the Hon'ble National Green Tribunal.
6. That, the facts stated above are true to the best of my knowledge and belief.

Identified by

Advocate *Jh*

Manash Kumar Barik
Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

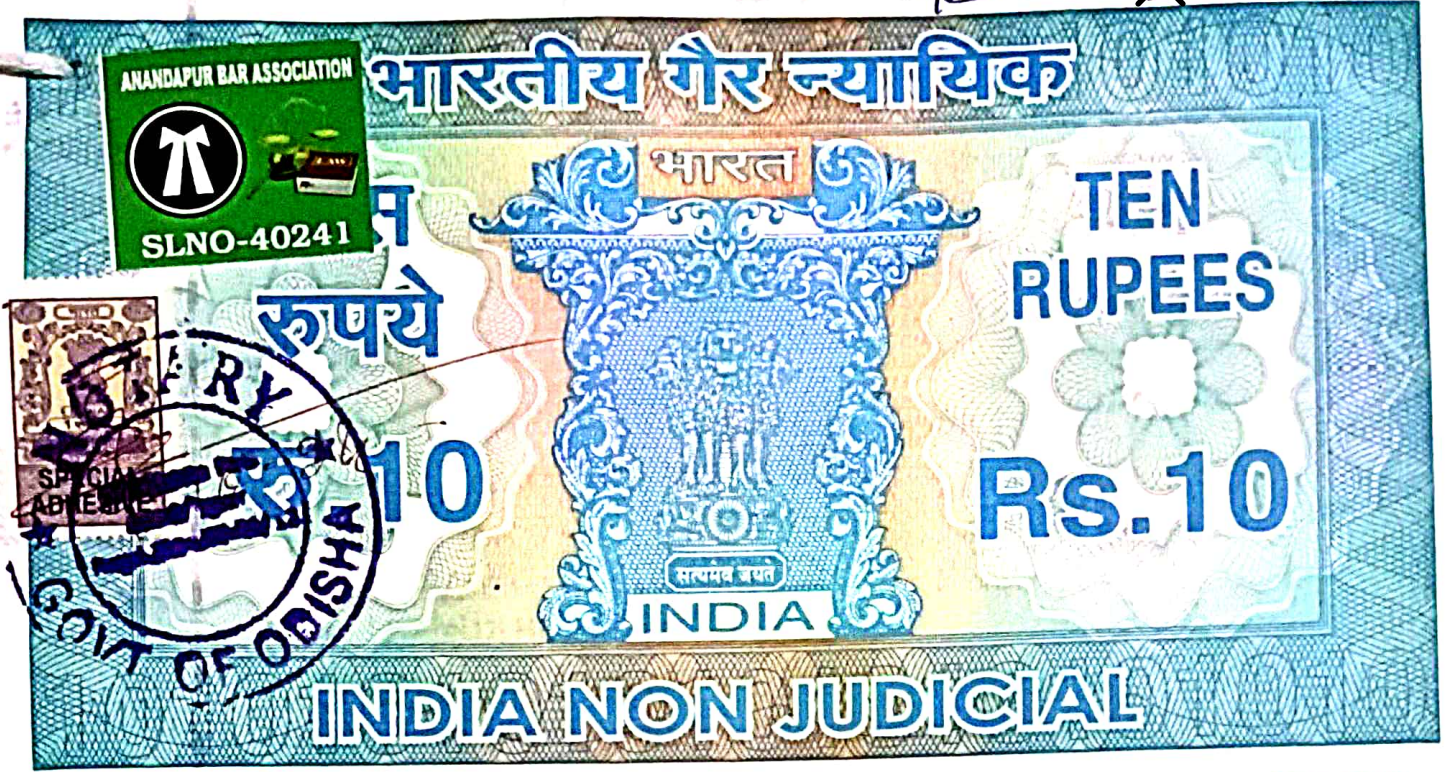
Place:

Dated:

Deponent *Manash Kumar Barik* Advocate *Jh*
being identified by Smt *I. Tripathy*
Advocate sworn before me on
09/10/23 at Anandapur

Satikanta Patil
9-10-23
SATIKANTA PATIL
NOTARY PUBLIC
ANANDAPUR

- 78 - 77 -



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67AA 472987

Shri-61
20-24

AFFIDAVIT

I, Shri Surendra Kumar Sahoo, aged about 45 years, S/o. Upendra Sahoo, Resident of Village- Barigaon, P.O- Bailo, P.S-Ghasipura, District-Keonjhar, do hereby solemnly affirm state as follows:-

1. That, I am the owner of 06 Wheeler Tipper/hyva of capacity of 06 cum bearing registration no. OR09H-0353.
2. That, my aforesaid hyva was hired by Shri Tapas Kumar Bal to transport 180 cum of sand from the Kusei sand bed from date 20.06.2023 to 15.12.2023.
3. That, I was paid an amount of Rs.1,90,000 (One Lakh Ninety Thousand) by Shri Tapas Kumar Bal for his aforesaid work of transportation of Thirty Trips sand.
4. That, the transportation of sand was done to various locations such as Harichandanpur, Baleswar, Keonjhar, Jajpur road of Jajpur District, Bhadrak District.
5. That, the present affidavit is being sworn to be filed before the Hon'ble National Green Tribunal.
6. That, the facts stated above are true to the best of my knowledge and belief.

Identified by

Advocate *Jh*

Surendra Kumar Sahoo
Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

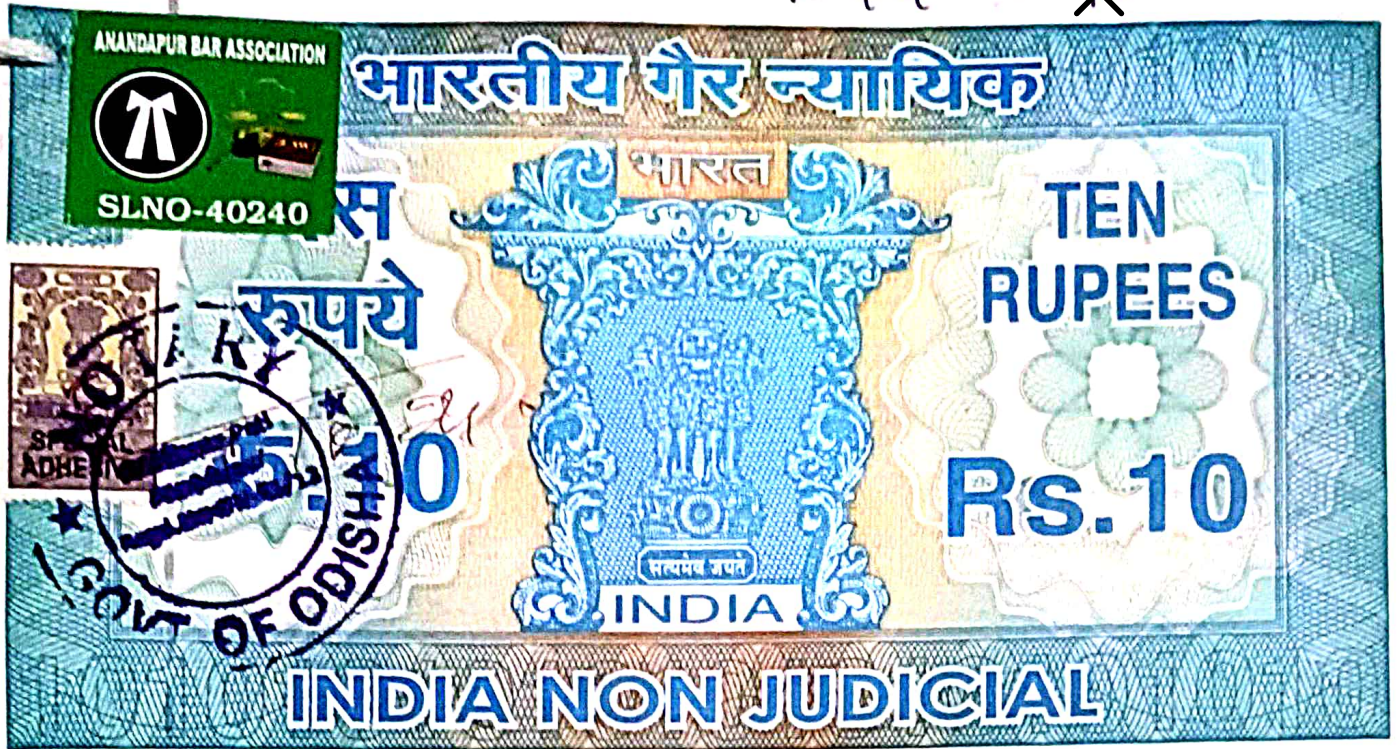
Place:

Dated:

S. P. S.
20-12-24
SATIKANTA PAI,
NOTARY PUBLIC
ANANDAPUR

Surendra Kumar Sahoo Advocate
being identified by *Sri Jh*
Advocate sworn before me on
20/12/24 at Anandapur

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67AA 472986

Shri Manojan Sahoo
9.10.24

AFFIDAVIT

I, Shri Manoranjan Sahoo, aged about 45 years, S/o.Late Dayanidhi Sahoo, Resident of Village-Ghasipurā, P.O- Ghasipura,P.S-Ghasipura, District-Keonjhar, do hereby solemnly affirm state as follows:-

1. That, I am the owner of 06 Wheeler Tipper/hyva of capacity of 06 cum bearing registration no.OR16C-6374.
2. That, my aforesaid hyva was hired by Shri Tapas Kumar Bal to transport 90 cum of sand from the Kusei sand bed from date 01.07.2023 to 10.11.2023.
3. That, I was paid an amount of Rs.90,000 (Ninety Thousand) by Shri Tapas Kumar Bal for his aforesaid work of transportation of Fifteen Trips sand.
4. That, the transportation of sand was done to various locations such as Harichandanpur,Baleswar ,Jajpur road of Jajpur District,Bhadrak District.
5. That, the present affidavit is being sworn to be filed before the Hon'ble National Green Tribunal.
6. That, the facts stated above are true to the best of my knowledge and belief.

Identified by

Advocate *Jh*

Manoranjan Sahoo
Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

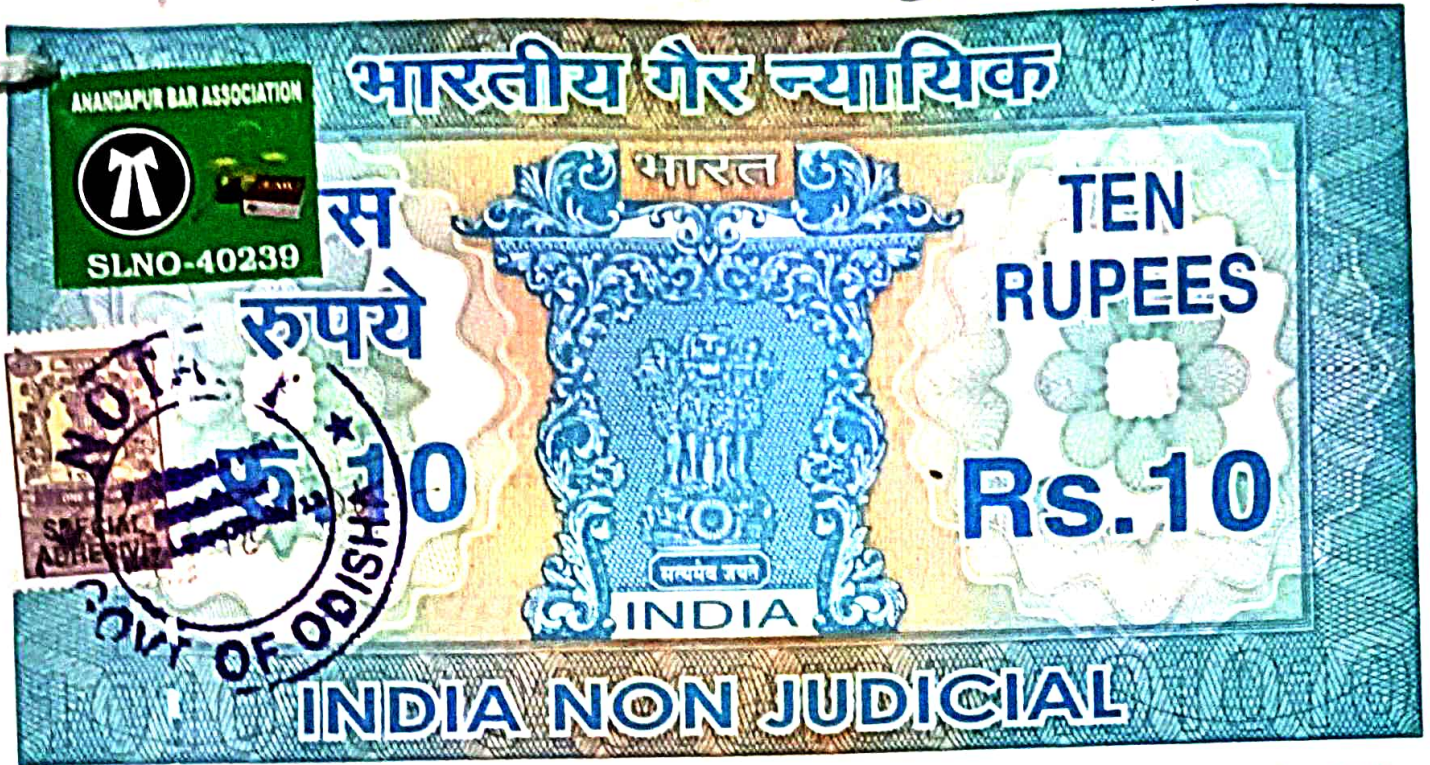
Place:

Dated:

Satikanta Patra
SATIKANTA PATRA,
NOTARY PUBLIC,
ANANDAPUR

Deponent *Manoranjan Sahoo* Advocate *Jh*
being identified by Sr *T. Prasad*
Advocate, sworn before me on
09/10/24
at *Ghasipura*

- 80 - - 29 -



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67AA 472985

AFFIDAVIT

I, Shri Sudeep Kumar Sahu, aged about 35 years, S/o. Balaram Sahu, Resident of Village-Naduan, P.O- Naduan, P.S-Ghasipura, District-Keonjhar, do hereby solemnly affirm state as follows:-

1. That, I am the owner of 06 Wheeler Tipper/hyva of capacity of 06cum bearing registration no. OR16C-9850.
2. That, my aforesaid hyva was hired by Shri Tapas Kumar Bal to transport 150 cum of sand from the Kusei sand bed from date 25.07.2023 to 30.10.2023.
3. That, I was paid an amount of Rs.1,50,000 (One Lakh Fifty Thousand) by Shri Tapas Kumar Bal for his aforesaid work of transportation of Twenty five Trips sand.
4. That, the transportation of sand was done to various locations such as Harichandanpur, Keonjhar, Jajpur road of Jajpur District, Bhadrak District.
5. That, the present affidavit is being sworn to be filed before the Hon'ble National Green Tribunal.
6. That, the facts stated above are true to the best of my knowledge and belief.

Identified by

Advocate Jh

Sudeep Kumar Sahu
Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

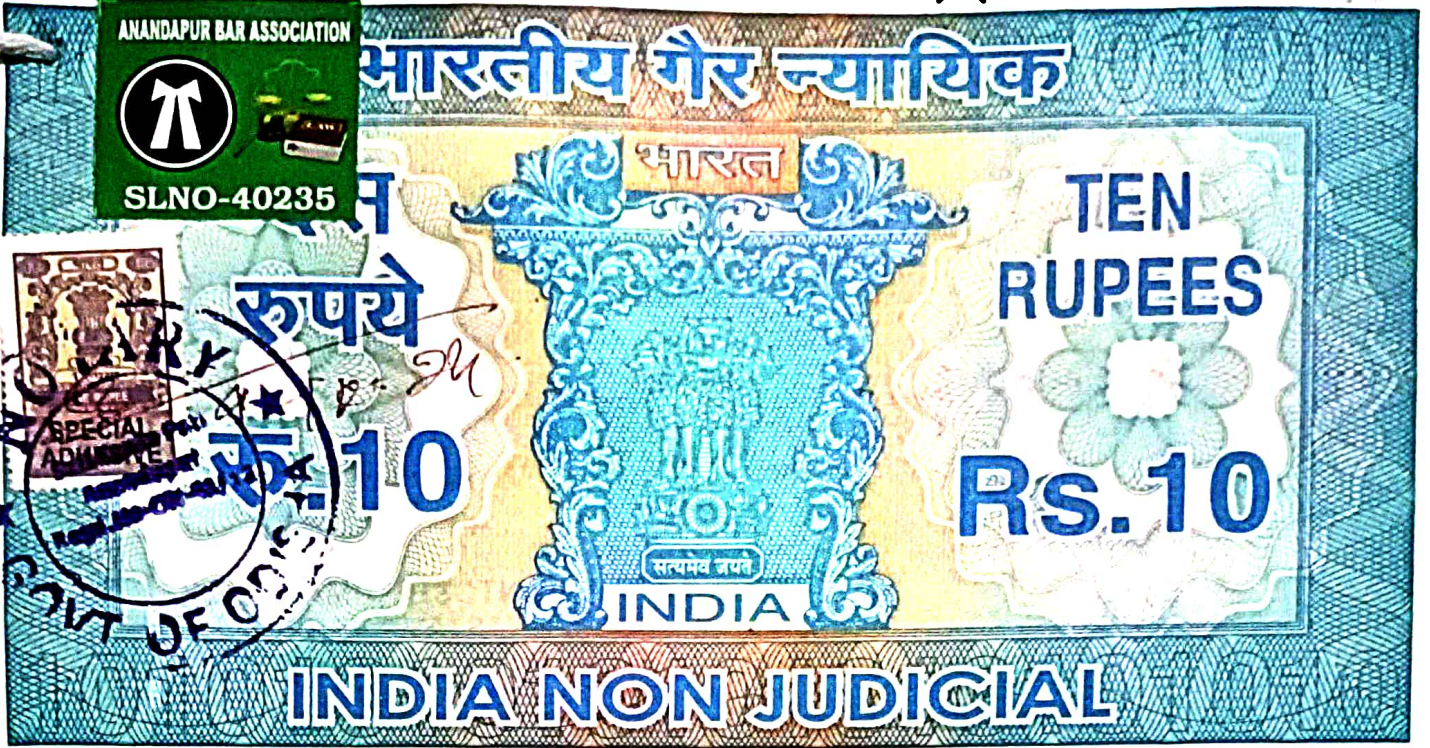
Dated:

Advocate Jh

Deponent Sudeep Kumar Sahu
being identified by Sri Jh
Advocate sworn before me on
24/10/24 at Anandapur

Satikanta Patil
NOTARY PUBLIC
ANANDAPUR

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67AA 472992

Sh. Mr. 55
9-11-24

AFFIDAVIT

I, Shri Ramakanta Nayak, aged about 71 years, S/o.Late Bangshidhara Nayak, Resident of Village-Bhandaridiha, P.O- Bhandaridiha,P.S-Ghasipura,District-Keonjhar, do hereby solemnly affirm state as follows:-

1. That, I am the owner of 10 Wheeler Tipper/hyva of capacity of 12 cum bearing registration no.OR09K-4273.
2. That, my aforesaid hyva was hired by Shri Tapas Kumar Bal to transport 180 cum of sand from the Kusei sand bed from date 20.06.2023 to 15.12.2023.
3. That, I was paid an amount of Rs.1,90,000 (One Lakh Ninety Thousand) by Shri Tapas Kumar Bal for his aforesaid work of transportation of Fifteen Trips sand.
4. That, the transportation of sand was done to various locations such as Harichandanpur, Keonjhar, Baleswar, Jajpur road of Jajpur District, Bhadrak District.
5. That, the present affidavit is being sworn to be filed before the Hon'ble National Green Tribunal.
6. That, the facts stated above are true to the best of my knowledge and belief.

Identified by

Advocate *Jh*

Ramakanta Nayak
Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

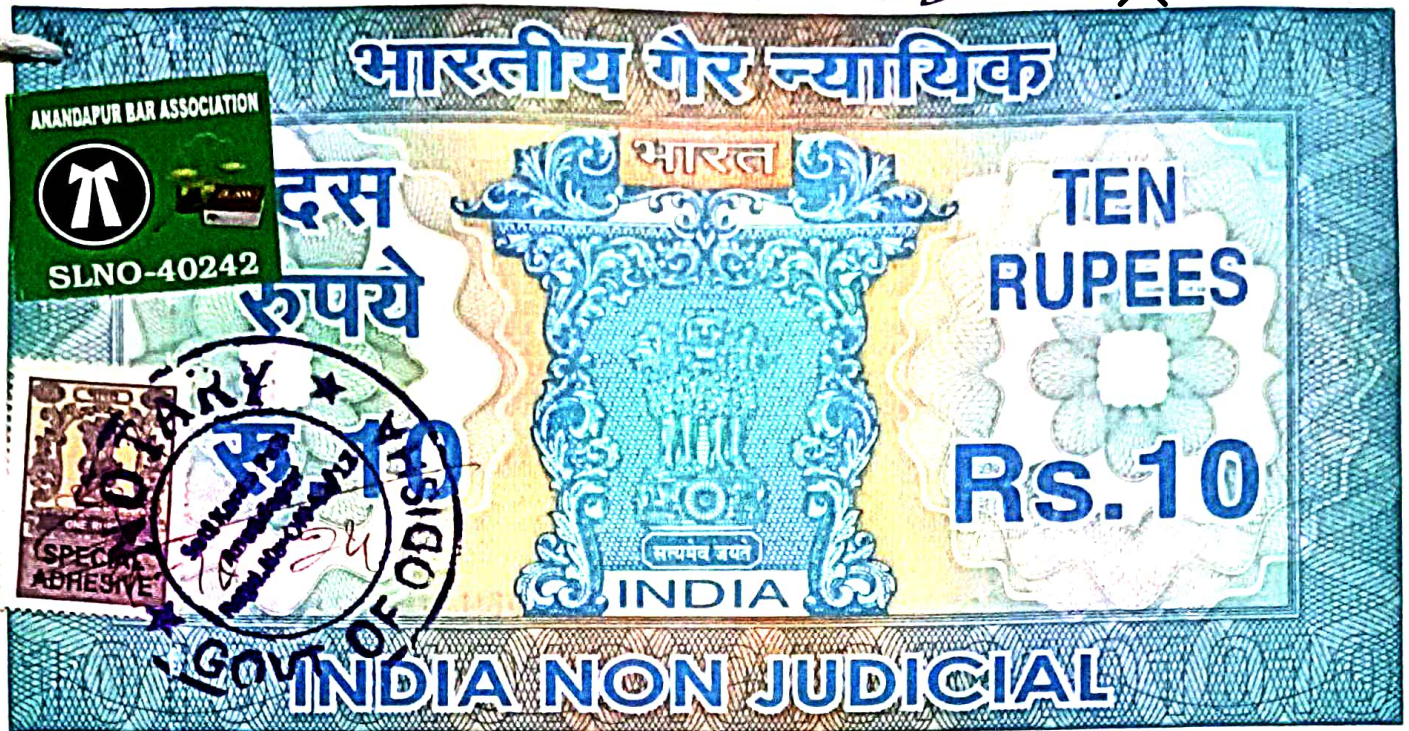
Place:

Dated:

Jh
Advocate

9-11-24
SATIKANIA PATIL
NOTARY PUBLIC
ANANDAPUR

Deponent Ramakanta Nayak
being identified by Sri Jh
Advocate sworn before me on
9/11/24 at Anandapur



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67AA 472988

AFFIDAVIT

I, Shri Brahmananda Sahu, aged about 49 years, S/o. Akhaya kumar Sahu, Resident of Village- Naduan, P.O- Naduan, P.S- Ghasipura, District-Keonjhar, do hereby solemnly affirm state as follows:-

1. That, I am the owner of 06 Wheeler Tipper/hyva of capacity of 06 cum bearing registration no. OR09K-5045.
2. That, my aforesaid hyva was hired by Shri Tapas Kumar Bal to transport 150 cum of sand from the Kusei sand bed from date 15.07.2023 to 15.12.2023.
3. That, I was paid an amount of Rs.1,50,000 (One Lakh Fifty Thousand) by Shri Tapas Kumar Bal for his aforesaid work of transportation of Twenty five Trips sand.
4. That, the transportation of sand was done to various locations such as Harichandanpur, Baleswar, Keonjhar, Jajpur road of Jajpur District, Bhadrak District.
5. That, the present affidavit is being sworn to be filed before the Hon'ble National Green Tribunal.
6. That, the facts stated above are true to the best of my knowledge and belief.

Identified by

Advocate *Jh*Brahmananda Sahu
Deponent**CERTIFICATE**

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

Dated:

Deponent *Brahmananda Sahu*
being identified by *Sat Kantapal*
Advocate sworn before me on
at *9/10/24* Anandapur

Sat Kantapal
SATIKANTA PAL
NOTARY PUBLIC
ANANDAPUR

- 83 - - 82 -



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67AA 472993

Ch No - 84
 9-10-24

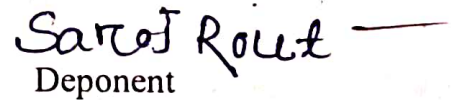
AFFIDAVIT

I, Shri Saroj Kumar Rout, aged about 42 years, S/o Dayanidhi Rout, Resident of Village-Jhatia sahi, P.O- Jajpur road, P.S-Jajpur, District-Jajpur, do hereby solemnly affirm state as follows:-

1. That, I am the owner of 14 Wheeler Tipper/hyva of capacity of 16 cum bearing registration no. OD04Q-7575.
2. That, my aforesaid hyva was hired by Shri Tapas Kumar Bal to transport 200 cum of sand from the Kusei sand bed from date 30.06.2023 to 20.12.2023.
3. That, I was paid an amount of Rs.2,00,000 (Two Lakhs) by Shri Tapas Kumar Bal for his aforesaid work of transportation of Thirteen Trips sand.
4. That, the transportation of sand was done to various locations such as Harichandanpur, Keonjhar, Baleswar, Jajpur road of Jajpur District, Bhadrak District.
5. That, the present affidavit is being sworn to be filed before the Hon'ble National Green Tribunal.
6. That, the facts stated above are true to the best of my knowledge and belief.

Identified by


 Advocate


 Deponent

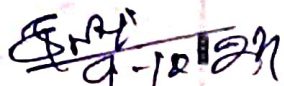
CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

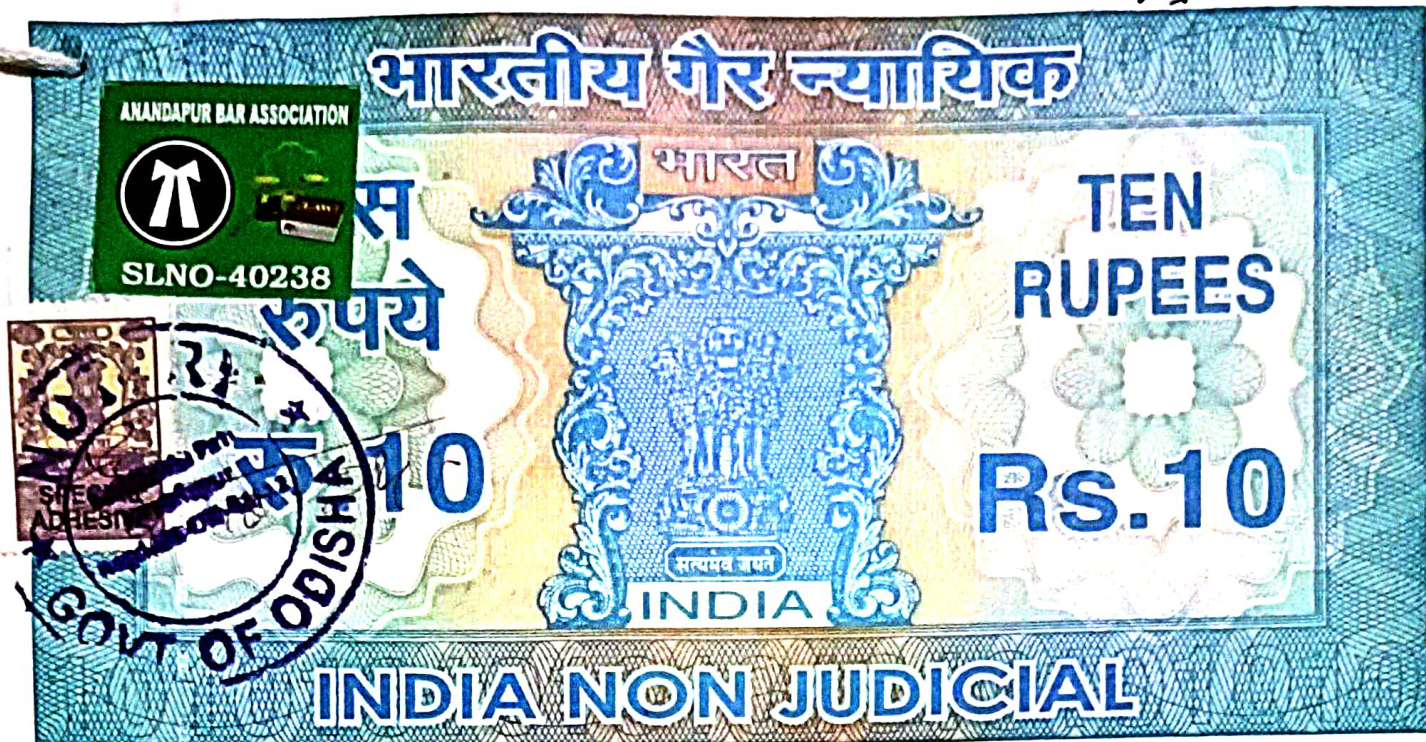
Dated:


 Advocate


 SATIKANTA PAT
 NOTARY PUBLIC
 ANANDAPUR

Deponent Saroj Kumar Rout
 being identified by Sr I. T. Rout
 Advocate sworn before me on
 09/10/24 at Anandapur

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ଓଡ଼ିଶା ओडिशा ODISHA

67AA 472984

AFFIDAVIT

I, Shri Rajib Lochan Jena, aged about 39 years, S/o.Rama Chandra Jena, Resident of Village-Fakirpur, P.O-Fakirpur, P.S-Anandapur, District-Keonjhar, do hereby solemnly affirm state as follows:-

1. That, I am the owner of 10 Wheeler Tipper/hyva of capacity of 12 cum bearing registration no.OD22E-0729.
2. That, my aforesaid hyva was hired by Shri Tapas Kumar Bal to transport 120 cum of sand from the Kusei sand bed from date 12.06.2023 to 15.09.2023.
3. That, I was paid an amount of Rs.1,20,000 (One Lakh Twenty Thousand) by Shri Tapas Kumar Bal for his aforesaid work of transportation of Thirty Trips sand.
4. That, the transportation of sand was done to various locations such as Harichandanpur,Keonjhar,Jajpur road of Jajpur District,Bhadrak District.
5. That, the present affidavit is being sworn to be filed before the Hon'ble National Green Tribunal.
6. That, the facts stated above are true to the best of my knowledge and belief.

Identified by

Advocate

Rajib Lochan Jena
Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

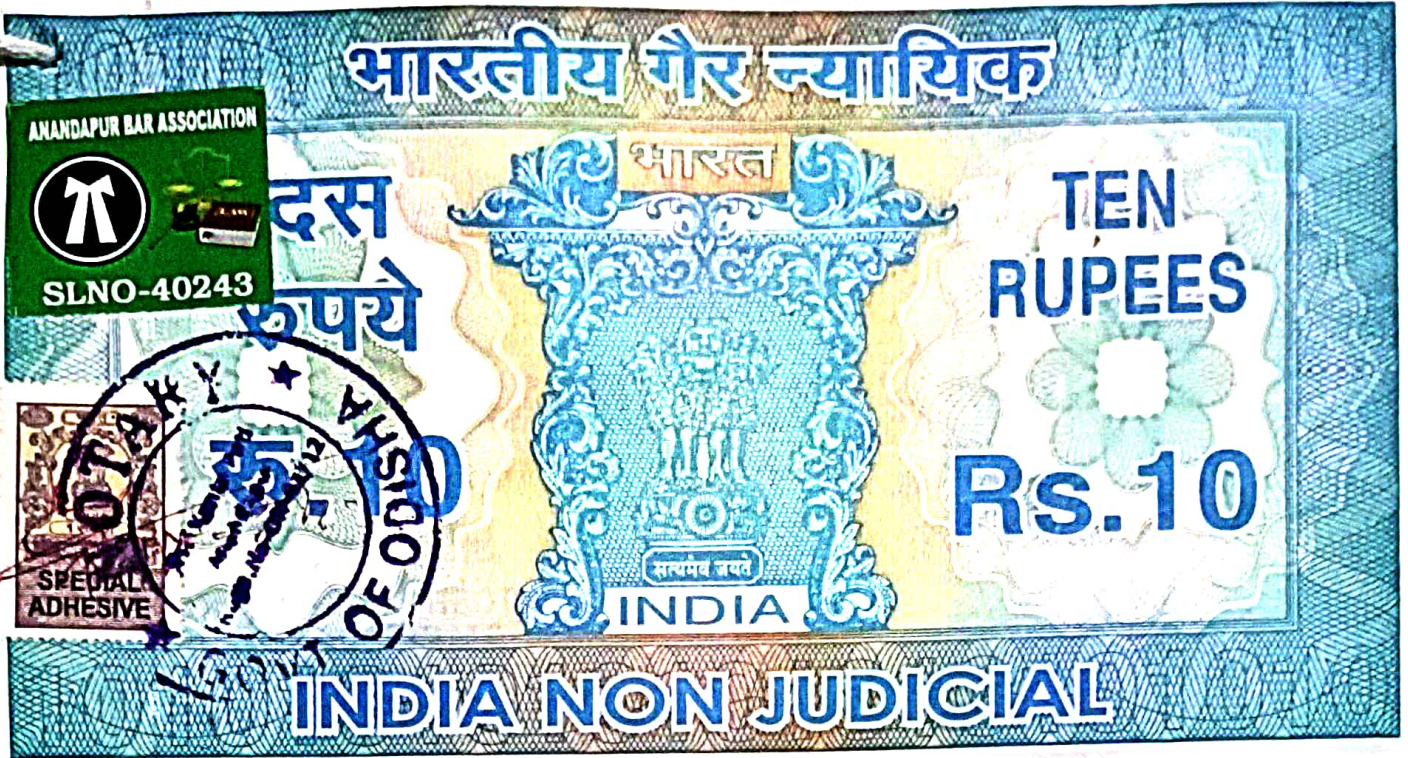
Dated:

SATIKANTA PATI
NOTARY PUBLIC
ANANDAPUR

Deponent: Rajib Lochan Jena
being identified by Sr. T. T. T. T. T.
Advocate sworn before me on
09/10/23 at Anandapur

Advocate

- 85 - - 14 -



ଓଡ଼ିଶା ओडिशा ODISHA

67AA 472982

AFFIDAVIT

S.No. 144-63
9-10-24

Shri Satya Ranjan Bhuyan, aged about 48 years, S/o. Debendranath Bhuyan, Resident of Hatisila, Village-Hatisila, P.O-Deogaon, P.S-Ghasipura, District- Keonjhar, Do hereby Solemnly affirm state as follows:--

1. That, I am the Sarapanch of Deogaon Gram Panchayat, Ghasipura Block, District-Keonjhar, and aware of the mining activities being conducted over the Kusei Sand Bed, Deogaon.
2. That, Shri Tapas Kumar Bal, S/o. Hrusikesh Bal, At-Deogan, Dist-Keonjhar has been indulging in illegal mining activities over the Kusei Sand Bed since long.
3. That, Shri Tapas Kumar Bal, has been transporting illegal, mined sand from the Kusei Sand Bed in several trucks.
4. That, this affidavit is being sworn for the purposes of filing before the Hon'ble National Green Tribunal.
5. That, the facts stated above true to the best of my knowledge and belief.

Identified by

Advocate

Deponent

**Sarapanch
Deogaon (**

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

Dated:

Advocate

SATIKANTA PAI,
NOTARY PUBLIC,
ANANDAPUR

Deponent Satya Ranjan Bhuyan
being identified by Sri [Signature]
Advocate sworn before me on
9/10/24 at Anandapur

~~86~~ - ~~85~~



ଓଡିଶା ଆଫିଡ଼ିଆ ODISHA AFFIDAVIT

67AA 472971

Sh. Biswajit Das
9-11-19

I, Shri Biswajit Das, aged about 32 Years, S/o. Gagan Bihari das, Resident of Deogaon, Village- Deogaon, P.O- Deogaon, P.S- Ghasipura, District- Keonjhar, Do hereby Solemnly affirm state as follows:-

1. That, I am the resident of Village- Deogaon, and aware of the mining activities being conducted over the Kusei Sand Bed, Deogaon.
2. That, Shri Tapas Kumar Bal, S/o. Hrusikesh Bal, At-Deogan, Dist-Keonjhar has been indulging in illegal mining activities over the Kusei Sand Bed since long.
3. That, Shri Tapas Kumar Bal, has been transporting illegal, mined sand from the Kusei Sand Bed in several trucks.
4. That, this affidavit is being sworn for the purposes of filing before the Hon'ble National Green Tribunal.
5. That, the facts stated above true to the best of my knowledge and belief.

Identified by

Advocate *Jh*

Biswajit Das
Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

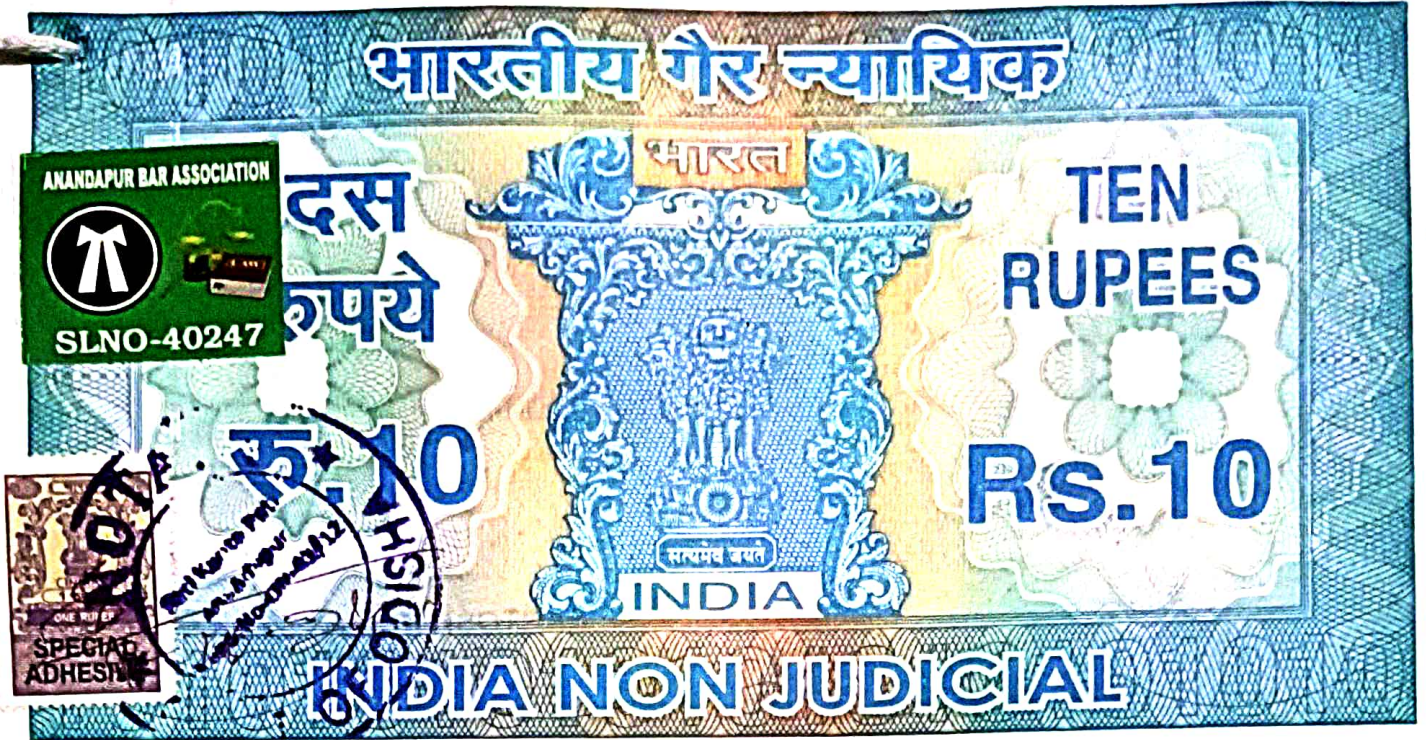
Dated:

Jh
Advocate

deponent *Biswajit Das*
being identified by Sri *I. I. Das*
Advocate sworn before me on
9/11/19 at Anandapur

Satikanta Patil
9-11-19
SATIKANTA PATIL
NOTARY PUBLIC,
ANANDAPUR

~~87~~ - ~~86~~ -



ଓଡ଼ିଶା, ଓଡ଼ିଶା ODISHA AFFIDAVIT

67AA 472980

I, Smt Tapaswini Dash, aged about 29 Years, H/o. Biswajit Dash, Resident of Deogaon, Village- Deogaon, P.O- Deogaon, P.S- Ghasipura, District- Keonjhar, Do hereby Solemnly affirm state as follows:--

1. That, I am the resident of Village- Deogaon, and aware of the mining activities being conducted over the Kusei Sand Bed, Deogaon.
2. That, Shri Tapas Kumar Bal, S/o. Hrusikesh Bal, At-Deogan, Dist-Keonjhar has been indulging in illegal mining activities over the Kusei Sand Bed since long.
3. That, Shri Tapas Kumar Bal, has been transporting illegal, mined sand from the Kusei Sand Bed in several trucks.
4. That, this affidavit is being sworn for the purposes of filing before the Hon'ble National Green Tribunal.
5. That, the facts stated above true to the best of my knowledge and belief.

Identified by

Advocate *Jh*

Tapaswini Dash

Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

Dated:

Sah
4-10-24
SATIKANTA PAI,
NOTARY PUBLIC,
ANANDAPUR.

Tapaswini Dash
Deponent
being identified by Sri T. Im
Advocate sworn before me on
dt. 9/10/24 at Anandapur

Advocate *Jh*

~~88~~ - ~~27~~



ANANDAPUR BAR ASSOCIATION
 SLNO-40248

ODISHA
 SPECIAL ADHESIVE

ODISHA AFFIDAVIT

67AA 472974

Shri Ranjan Kumar Bal

I, Shri Ranjan Kumar Bal, aged about 54 Years, S/o. Late- Minaketana Bal, Resident of Deogaon, Village- Deogaon, P.O- Deogaon, P.S- Ghasipura, District- Keonjhar, Do hereby Solemnly affirm state as follows:--

1. That, I am the resident of Village- Deogaon, and aware of the mining activities being conducted over the Kusei Sand Bed, Deogaon.
2. That, Shri Tapas Kumar Bal, S/o.Hrusikesh Bal, At-Deogan, Dist-Keonjhar has been indulging in illegal mining activities over the Kusei Sand Bed since long.
3. That, Shri Tapas Kumar Bal, has been transporting illegal, mined sand from the Kusei Sand Bed in several trucks.
4. That, this affidavit is being sworn for the purposes of filing before the Hon'ble National Green Tribunal.
5. That, the facts stated above true to the best of my knowledge and belief.

Identified by

Advocate *Jm*

Ranjan Kumar Bal

Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

Dated:

Satikanta Patil
 SATIKANTA PATIL,
 NOTARY PUBLIC,
 ANANDAPUR

Ranjan Kumar Bal Advocate
 being identified by Sri *T. T. Tripathy*
 Advocate sworn before me on
 9/11/24 at Anandapur

~~28~~

भारतीय गैर न्यायिक

ANANDAPUR BAR ASSOCIATION
SLNO-40249

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TEN
RUPEES

Rs. 10

INDIA NON JUDICIAL



ଓଡ଼ିଶା ओडिशा ODISHA AFFIDAVIT

67AA 472969

I, Smt Babita Sethi, aged about 25 Years, H/o. Balaram Sethi, Resident of Deogaon, Village- Deogaon, P.O- Deogaon, P.S- Ghasipura, District- Keonjhar, Do hereby Solemnly affirm state as follows:--

1. That, I am the resident of Village- Deogaon, and aware of the mining activities being conducted over the Kusei Sand Bed, Deogaon.
2. That, Shri Tapas Kumar Bal, S/o.Hrusikesh Bal, At-Deogan, Dist-Keonjhar has been indulging in illegal mining activities over the Kusei Sand Bed since long.
3. That, Shri Tapas Kumar Bal, has been transporting illegal, mined sand from the Kusei Sand Bed in several trucks.
4. That, this affidavit is being sworn for the purposes of filing before the Hon'ble National Green Tribunal.
5. That, the facts stated above true to the best of my knowledge and belief.

Identified by

Advocate *Ju*

Babita Sethi
Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

Dated:

SATIKANTA PAI
SATIKANTA PAI,
NOTARY PUBLIC
ANANDAPUR

Babita Sethi
Deponent
being identified by *Sri I. I. I. I.*
Advocate sworn before me on
dt. 9/10/21
at ANANDAPUR

-90- -89-



ଓଡ଼ିଶା

ODISHA AFFIDAVIT

67AA 472967

Shri Kamal Lochan Palei
Deogaon

I, Shri Kamal Lochan palei, aged about 37 Years, S/o. Sontosh Palei, Resident of Deogaon, Village- Deogaon, P.O- Deogaon, P.S- Ghasipura, District- Keonjhar, Do hereby Solemnly affirm state as follows:--

1. That, I am the resident of Village- Deogaon, and aware of the mining activities being conducted over the Kusei Sand Bed, Deogaon.
2. That, Shri Tapas Kumar Bal, S/o.Hrusikesh Bal, At-Deogan, Dist-Keonjhar has been indulging in illegal mining activities over the Kusei Sand Bed since long.
3. That, Shri Tapas Kumar Bal, has been transporting illegal, mined sand from the Kusei Sand Bed in several trucks.
4. That, this affidavit is being sworn for the purposes of filing before the Hon'ble National Green Tribunal.
5. That, the facts stated above true to the best of my knowledge and belief.

Identified by

Kamal Lochan Palei
 Deponent

Advocate

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

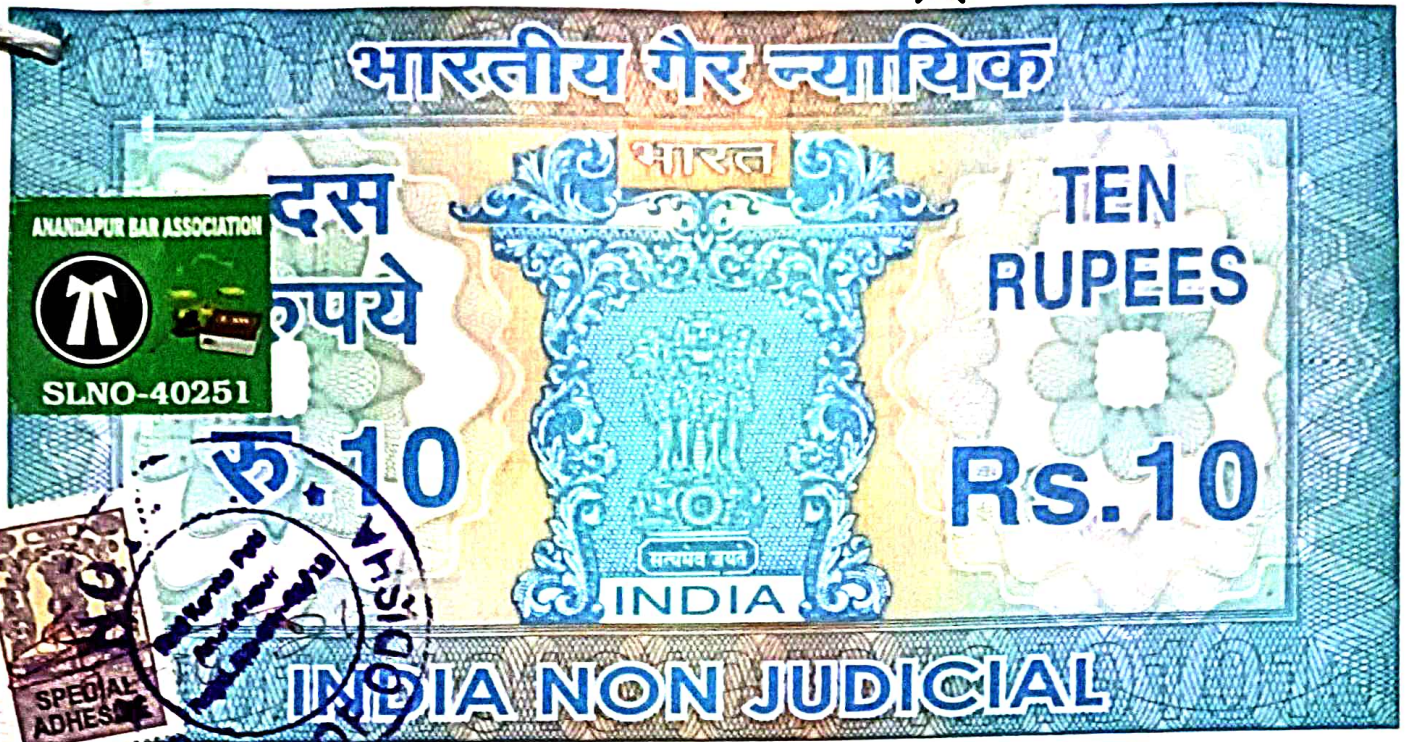
Dated:

Kamal Lochan Palei
 Advocate
 being identified by Sri *T. T. ...*
 Advocate sworn before me on
9/10/24 at Anandapur

Advocate

Satikanta Patra
 SATIKANTA PATRA,
 NOTARY PUBLIC,
 ANANDAPUR

~~910~~



ଓଡ଼ିଶା ଆଫିଡାଭା ODISHA AFFIDAVIT

67AA 472970

Dr. N. P. ...
9-10-24

I, Shri Balaram Sethi, aged about 28 Years, S/o. Narayan Sethi, Resident of Deogaon, Village- Deogaon, P.O- Deogaon, P.S- Ghasipura, District- Keonjhar, Do hereby Solemnly affirm state as follows:--

1. That, I am the resident of Village- Deogaon, and aware of the mining activities being conducted over the Kusei Sand Bed, Deogaon.
2. That, Shri Tapas Kumar Bal, S/o.Hrusikesh Bal, At-Deogan, Dist-Keonjhar has been indulging in illegal mining activities over the Kusei Sand Bed since long.
3. That, Shri Tapas Kumar Bal, has been transporting illegal, mined sand from the Kusei Sand Bed in several trucks.
4. That, this affidavit is being sworn for the purposes of filing before the Hon'ble National Green Tribunal.
5. That, the facts stated above true to the best of my knowledge and belief.

Identified by

Advocate *Jm*

Balaram Sethi
Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

Dated:

Balaram Sethi
Deponent
being identified by *Sr. T. J. ...*
Advocate sworn before me on
at 9/10/24 at Anandapur

Jm
Advocate

Satikanta Patra
SATIKANTA PATRA,
NOTARY PUBLIC,
ANANDAPUR

43 - - 42



ଓଡିଶା ଆଫିଡାଭିଟ୍ ODISHA AFFIDAVIT

67AA 472972

Sm No 73
9-10-24

I, Shri Biswajit Panigrahi, aged about 19 Years, S/o. Kalandi Panigrahi, Resident of Deogaon, Village- Deogaon, P.O- Deogaon, P.S- Ghasipura, District- Keonjhar, Do hereby Solemnly affirm state as follows:--

1. That, I am the resident of Village- Deogaon, and aware of the mining activities being conducted over the Kusei Sand Bed, Deogaon.
2. That, Shri Tapas Kumar Bal, S/o.Hrusikesh Bal, At-Deogan, Dist-Keonjhar has been indulging in illegal mining activities over the Kusei Sand Bed since long.
3. That, Shri Tapas Kumar Bal, has been transporting illegal, mined sand from the Kusei Sand Bed in several trucks.
4. That, this affidavit is being sworn for the purposes of filing before the Hon'ble National Green Tribunal.
5. That, the facts stated above true to the best of my knowledge and belief.

Identified by
Advocate *Jh*

Biswajit panigrahi
Deponent

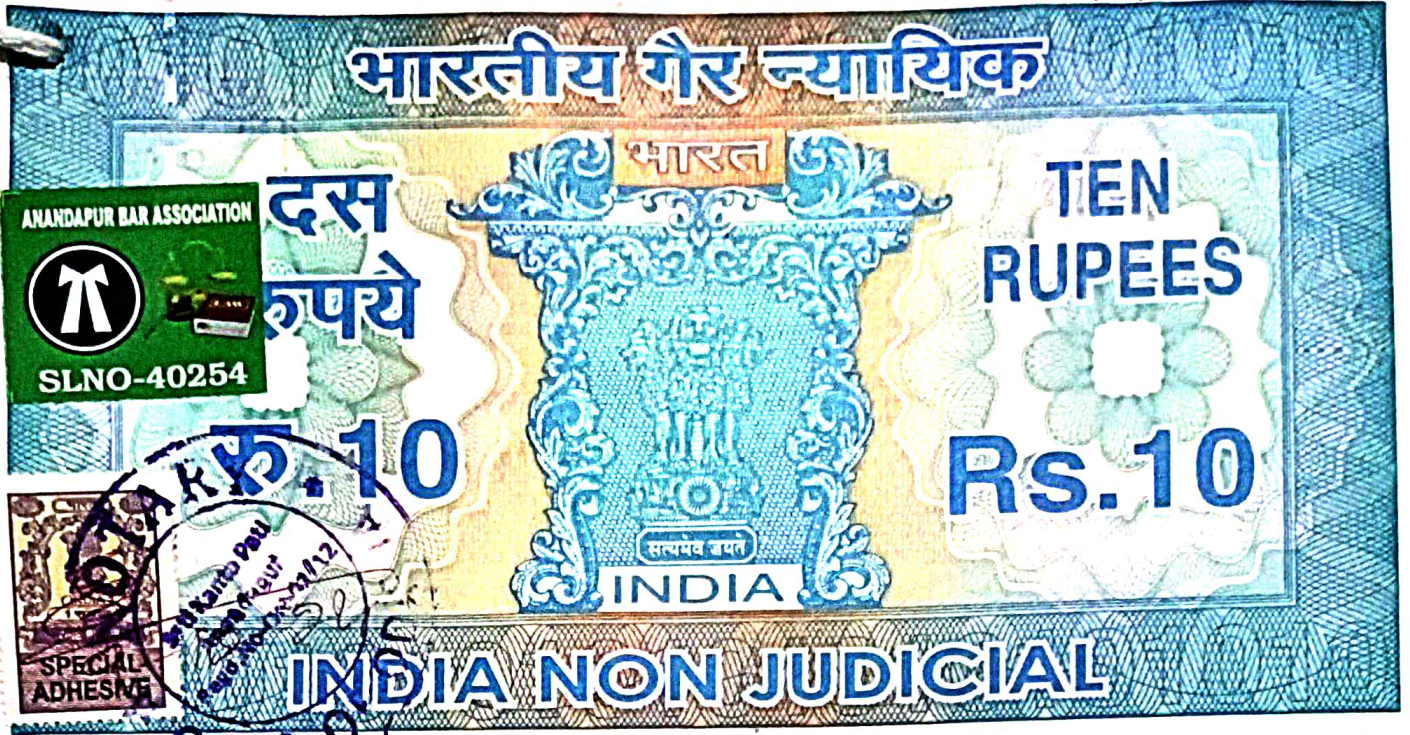
CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Satish
10-10-24
SATIKANTA PAI,
NOTARY PUBLIC
ANANDAPUR

Place:
Dated: *Biswajit Panigrahi* Advocate *Jh*
being identified by Sr. *Jh*
Advocate sworn before me on
9/10/24 at *Anandapur*

- १५ - - १३ -



ODISHA AFFIDAVIT

67AA 472978

Shri Sarat Kumar Das
 Shri Sarat Kumar Das, aged about 69 Years, S/o. Shyam sundar Das,
 Resident of Deogaon, Village- Deogaon, P.O- Deogaon, P.S- Ghasipura, District- Keonjhar,
 Do hereby Solemnly affirm state as follows:--

1. That, I am the resident of Village- Deogaon, and aware of the mining activities being conducted over the Kusei Sand Bed, Deogaon.
2. That, Shri Tapas Kumar Bal, S/o.Hrusikesh Bal, At-Deogan, Dist-Keonjhar has been indulging in illegal mining activities over the Kusei Sand Bed since long.
3. That, Shri Tapas Kumar Bal, has been transporting illegal, mined sand from the Kusei Sand Bed in several trucks.
4. That, this affidavit is being sworn for the purposes of filing before the Hon'ble National Green Tribunal.
5. That, the facts stated above true to the best of my knowledge and belief.

Identified by
 Advocate *Ju*

Sarat Kumar Das
 Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

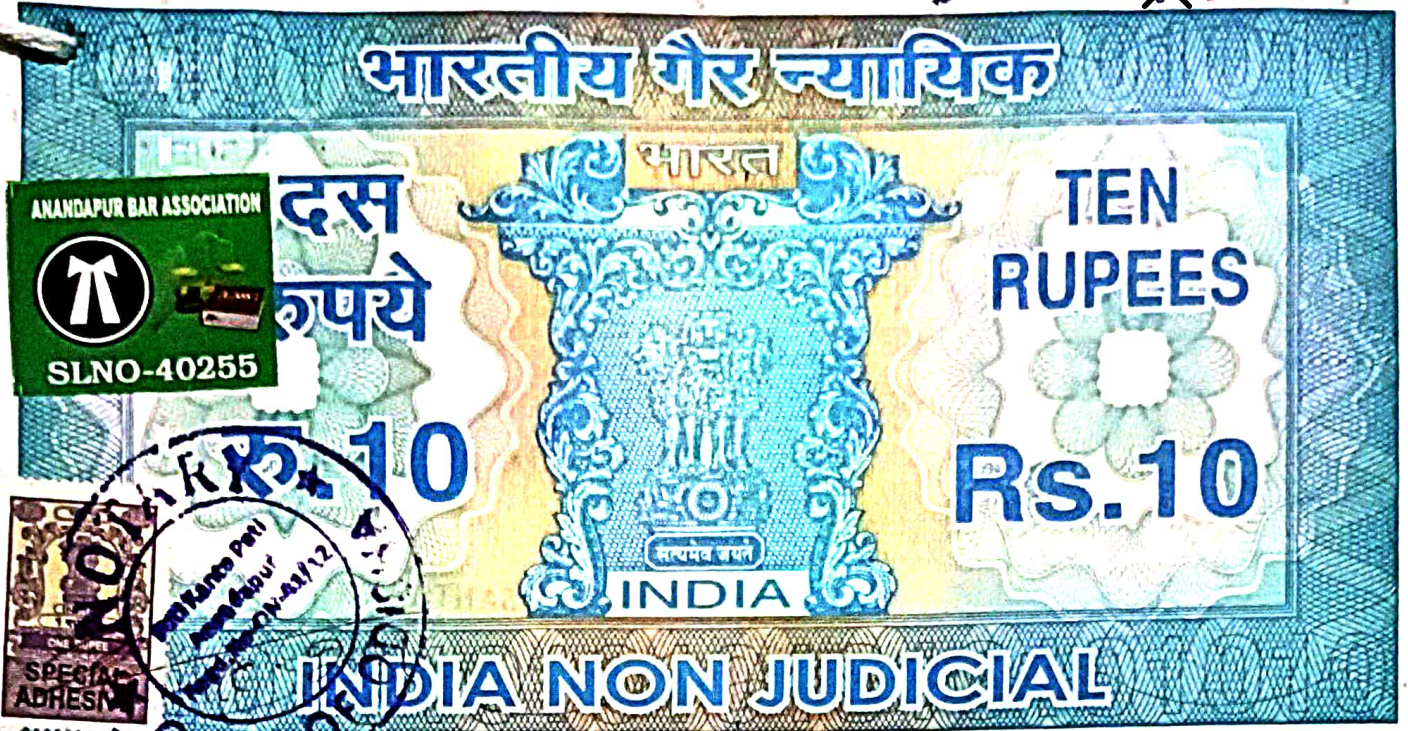
Dated:

Sat Kantappa
 SATKANTAPPA,
 NOTARY PUBLIC,
 ANANDAPUR

Sarat Kumar Das
 Deponent
 being identified by *Sri Ju*
 Advocate sworn before me on
 9/10/24 at Anandapur

Advocate *Ju*

- १५ - - ०५ -



ଓଡ଼ିଶା ଆଇଁଶା ODISHA AFFIDAVIT

67AA 472981

Sh. No. 75
 I, Shri Rajib Lochan Jena, aged about 37 Years, S/o. Arta Ballav Jena, Resident of Deogaon, Village- Deogaon, P.O- Deogaon, P.S- Ghasipura, District- Keonjhar, Do hereby Solemnly affirm state as follows:--

1. That, I am the resident of Village- Deogaon, and aware of the mining activities being conducted over the Kusei Sand Bed, Deogaon.
2. That, Shri Tapas Kumar Bal, S/o.Hrusikesh Bal, At-Deogan, Dist-Keonjhar has been indulging in illegal mining activities over the Kusei Sand Bed since long.
3. That, Shri Tapas Kumar Bal, has been transporting illegal, mined sand from the Kusei Sand Bed in several trucks.
4. That, this affidavit is being sworn for the purposes of filing before the Hon'ble National Green Tribunal.
5. That, the facts stated above true to the best of my knowledge and belief.

Identified by
 Advocate *Jh*

Rajib Lochan Jena
 Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Satikan
 SATIKANTA PATIL
 NOTARY PUBLIC
 ANANDAPUR

Place:
 Dated: *Rajib Lochan Jena* Advocate *Jh*
 being identified by *Satikan Patil*
 Advocate sworn before me on
 dt. *9/10/24* at *Anandapur*

-१६- -१५-



ଓଡ଼ିଶା ଆଫିଡ଼ିଆ ODISHA AFFIDAVIT

67AA 472975

Signature of Rati Ranjan Pati
କ. ମୋହର

I, Shri Rati Ranjan Pati, aged about 32 Years, S/o. Manoranjan Pati, Resident of Deogaon, Village- Deogaon, P.O- Deogaon, P.S- Ghasipura, District- Keonjhar, Do hereby Solemnly affirm state as follows:--

1. That, I am the resident of Village- Deogaoni, and aware of the mining activities being conducted over the Kusei Sand Bed, Deogaon.
2. That, Shri Tapas Kumar Bal, S/o.Hrusikesh Bal, At-Deogan, Dist-Keonjhar has been indulging in illegal mining activities over the Kusei Sand Bed since long.
3. That, Shri Tapas Kumar Bal, has been transporting illegal, mined sand from the Kusei Sand Bed in several trucks.
4. That, this affidavit is being sworn for the purposes of filing before the Hon'ble National Green Tribunal.
5. That, the facts stated above true to the best of my knowledge and belief.

Identified by

Advocate *Ju*

Ratiranjana Pati

Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

Dated:

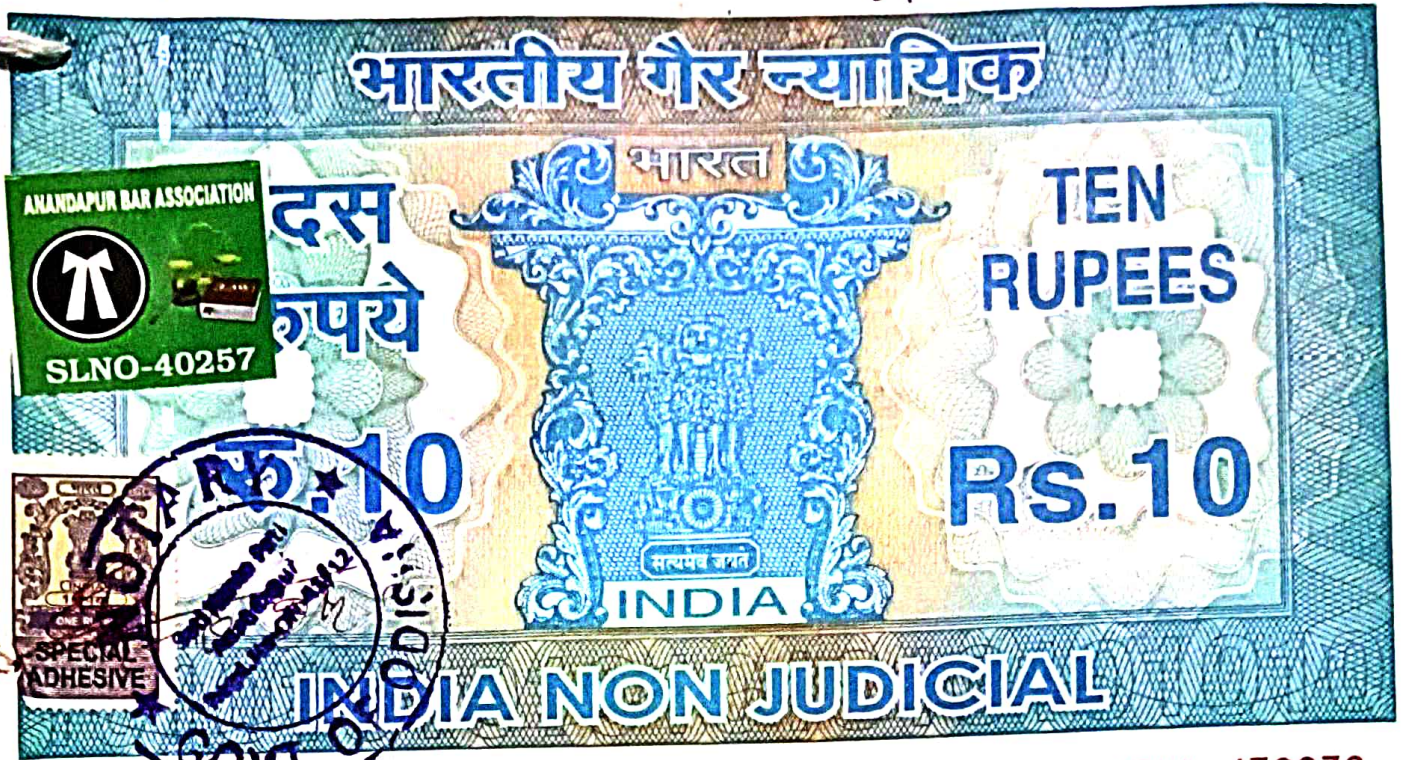
Signature of Satikanta Patil
 24-10-24

SATIKANTA PATIL
 NOTARY PUBLIC
 ANANDAPUR

Rati Ranjan Pati
 Deponent
 being identified by *Sri. Ju*
 Advocate sworn before me on
 24/10/24 at Anandapur

Ju
 Advocate

- ११ - - ११ -



ଓଡ଼ିଶା ଆଠିଆ ODISHA AFFIDAVIT

67AA 472979

Shri I, Shri Susanta Kumar Pati, aged about 30 Years, S/o. Santanu Kumar Pati, Resident of Deogaon, Village- Deogaon, P.O- Deogaon, P.S- Ghasipura, District- Keonjhar, Do hereby Solemnly affirm state as follows:--

1. That, I am the resident of Village- Deogaon, and aware of the mining activities being conducted over the Kusei Sand Bed, Deogaon.
2. That, Shri Tapas Kumar Bal, S/o.Hrusikesh Bal, At-Deogan, Dist-Keonjhar has been indulging in illegal mining activities over the Kusei Sand Bed since long.
3. That, Shri Tapas Kumar Bal, has been transporting illegal, mined sand from the Kusei Sand Bed in several trucks.
4. That, this affidavit is being sworn for the purposes of filing before the Hon'ble National Green Tribunal.
5. That, the facts stated above true to the best of my knowledge and belief.

Identified by

Advocate

SUSANTA KUMAR PATI
Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

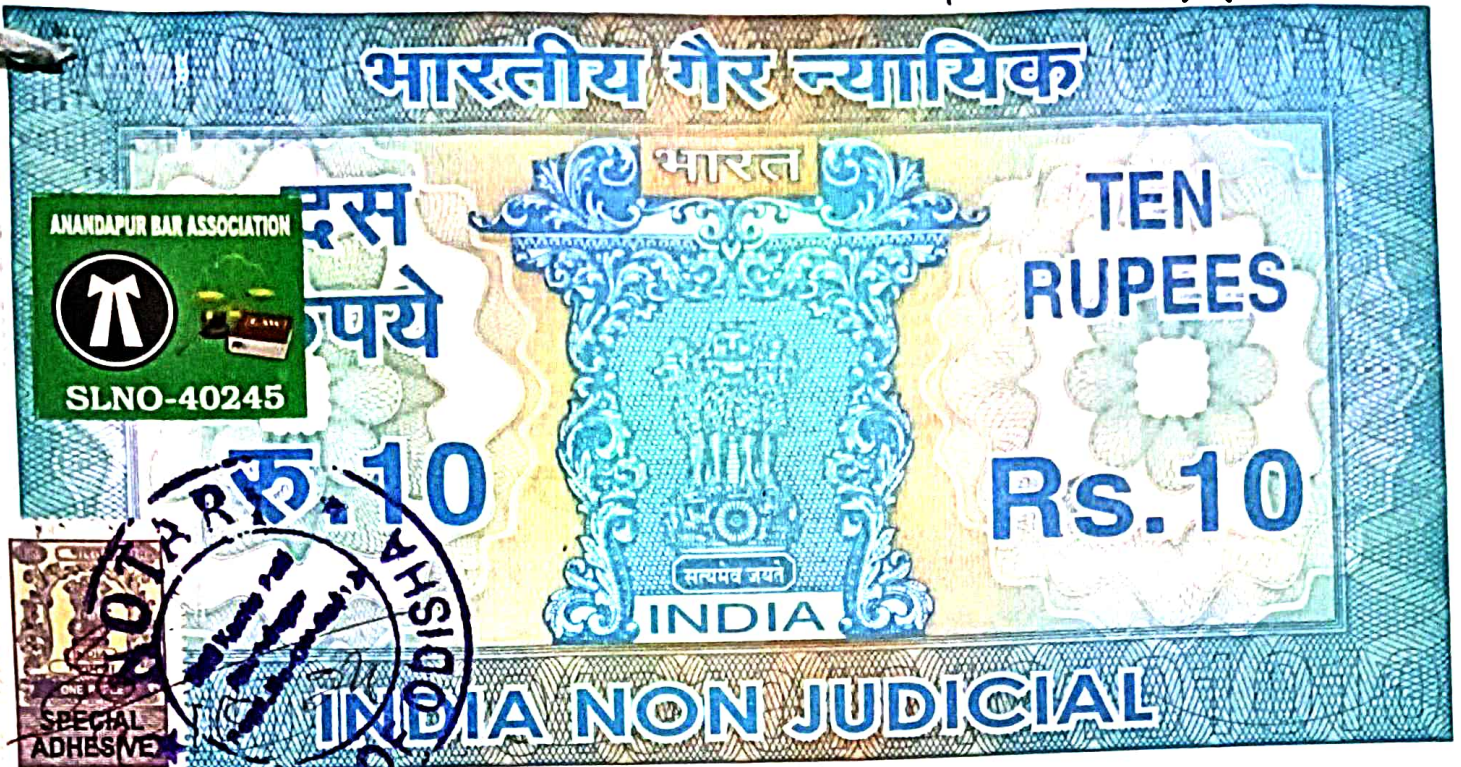
Place:

Dated:

Deponent: Susanta Kumar Pati Advocate
being identified by Shri I. T. Patra
Advocate sworn before me on
9/10/24 Anandapur

SATIKANTA PATI
NOTARY PUBLIC
ANANDAPUR

- १९ - - १९ -



ଓଡ଼ିଶା ଆଞ୍ଚିକା ODISHA AFFIDAVIT

67AA 472977

I, Shri Santosh Kumar Bal, aged about 30 Years, S/o. Rajendra Kumar Bal, Resident of Deogaon, Village- Deogaon, P.O- Deogaon, P.S- Ghasipura, District- Keonjhar, Do hereby Solemnly affirm state as follows:--

1. That, I am the resident of Village- Deogaon, and aware of the mining activities being conducted over the Kusei Sand Bed, Deogaon.
2. That, Shri Tapas Kumar Bal, S/o.Hrusikesh Bal, At-Deogan, Dist-Keonjhar has been indulging in illegal mining activities over the Kusei Sand Bed since long.
3. That, Shri Tapas Kumar Bal, has been transporting illegal, mined sand from the Kusei Sand Bed in several trucks.
4. That, this affidavit is being sworn for the purposes of filing before the Hon'ble National Green Tribunal.
5. That, the facts stated above true to the best of my knowledge and belief.

Identified by

Advocate

Santosh Kumar Bal
Deponent

CERTIFICATE

Certified that the contents of the present affidavit have been read over and explained to the deponent in Odia and after understanding the same, the deponent has put his signature/LTI in the present affidavit.

Place:

Dated:

Satish Kumar
SATIKANTA PAI
NOTARY PUBLIC
ANANDAPUR

Santosh Kumar Bal
Deponent
being identified by Sr. Advocate
Advocate sworn before me on
11/10/24 at Anandapur

- 99 -

- 151 -

ANNEXURE - R14/33

FINAL REPORT ON JOINT ENQUIRY IN THE MATTER OF OA NO.02/2024/EZ- (TAPAS KUMAR BAL VS. STATE OF ODISHA & OTHERS) AS PER ORDER DTD 19.01.2024 OF HON'BLE NGT, EZB, KOLKATA

In pursuance to the Order dtd. 19.01.2024 of the Hon'ble NGT, EZB, Kolkata in O.A. No.02/2024/EZ- Tapas Kumar Bal Vs State of Odisha & Others & subsequent Letter No. 1246/VII-L-Misc-1065, dtd 30.01.2024 of the Member Secretary, State Pollution Control Board, Odisha, the joint committee constituted by the following officials visited Kusei Sand Bed site at Deogaon on dtd. 09.02.2024 & verified the allegation made by the complainants regarding illegal operation of sand mine and violation of the Sustainable Sand Mining Management Guideline, 2016.

1. Sri Jadumani Mahala, ADM, Keonjhar
(Representative of the Collector & District Magistrate, Keonjhar)
2. Er Prasanta Kar, RO, SPCB, Keonjhar.
3. Sri Pradeepta Kumar Nayak, Environmental Scientist, SEIAA, Odisha

An interim report of the joint committee has already been submitted to the Hon'ble NGT (copy enclosed) based on the enquiry.

The Committee sought clarification from the following authorities to draw the conclusion about the extent of damage/excess mining etc done in the River Bed.

1. The Tahasildar, Ghasipura was requested to clarify the date of commencement of mining operation, Month wise data for extraction of sand, status of approach road & details of seizure /imposition of penalties for sand transportation etc. vide Letter no. 259, dtd. 12.02.2024
2. The Dy Director Mines, Keonjhar was requested vide Letter no. 272 dtd. 12.02.2024 to carry out survey for assessment of sand mining done in excess in and around the lease area.
3. The Superintending Engineer, Water Resources Department was requested vide Letter no. 274 dtd. 12.02.2024 to clarify regarding change in flow direction of the river if any due to sand mining.
4. The IIC, Ghasipura was also requested to clarify regarding seizure and imposition of penalties for illegal sand transportation in that area if any vides Letter no. 276 dtd. 12.02.2024.

Based on reply received from above authorities (except the IIC, Ghasipura) following conclusions are drawn.

1. The Kusei sand bed mining operation was commenced on dtd. 26.07.2023 by the Lessee under the Tahasildar, Ghasipura and then the Sand Mine handed over to the Mines Department on dtd. 20.11.2023 as per Letter of Revenue & Disaster Management Department, Govt. of Odisha.

There was no case of seizure or penalty imposed on said Sand Mines by the Tahasildar, Ghasipura for any excess or illegal mining (copy enclosed).

2. Joint verification was conducted by the following officials on 01.03.2024 for assessment of the excess sand mining done in and around the lease area.
 - i. Mining Officer, Anandpur, Keonjhar
 - ii. Superintending Engineer, Baitarani Irrigation Project, Salpada, Keonjhar
 - iii. Tahasildar, Ghasipura, Keonjhar

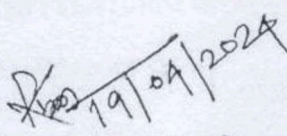
- 100 - - 09 - 152 -
- iv. Dy Environmental Engineer, Regional Office, SPCB, Keonjhar &
v. RQP of concerned Lease hold area.

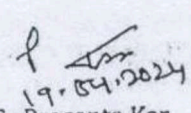
The Dy Director Mines, Keonjhar furnished the joint verification & measurement report submitted by the Mining Officer cum competent Authority of Anadpur Sub-Division to the joint committee vide Letter No. 536, dtd. 05.04.2024 (Copy enclosed).

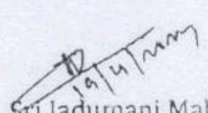
The joint verification report reveals that

- a. Total sand mining done is 7365.162 Cum out of which 6427.545 Cum carried out within Lease area & 937.617 Cum outside the Lease area (only Keonjhar side).
 - b. Sand Mining of 937.617 Cum carried out outside the Lease area is illegal.
 - c. As per records (till verification) the Lessee has dispatched 2496 Cum of sand (604 Cum through manual TP i.e. Form Y + 1892 Cum through e TP on online Platform of Government).
 - d. So, Total 4869.162 Cum of excess sand mining has been done which includes the mining carried out within & outside the Lease area.
3. The Superintending Engineer, Baitarani Irrigation Division, Salapada, Keonjhar vide letter no. 1907, dtd 11.03.2024 has informed that there is no change in flow direction of the River due to sand mining in and around the lease area (copy enclosed).

The District Administration & the Department of Mines, Keonjhar should develop mechanism to stop any illegal sand Mining & Transportation in the locality on war foot basis.


Sri Pradeepta Kumar Nayak
Env Scientist, SEIAA, Odisha


Er Prasanta Kar
RO, SPCB, Keonjhar


Sri Jadumani Mahala
Addl District Magistrate, Keonjhar

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**INTERIM REPORT ON JOINT ENQUIRY IN THE MATTER OF OA NO.02/2024/EZ-
(TAPAS KUMAR BAL VS. STATE OF ODISHA & OTHERS) AS PER ORDER DTD. 19.01.2024 OF
HON'BLE NGT, EZB, KOLKATA**

In pursuance to the Order dtd. 19.01.2024 of the Hon'ble NGT, EZB, Kolkata in O.A. No.02/2024/EZ- Tapas Kumar Bal Vs State of Odisha & Others & subsequent Letter No.1246/VII-L-Misc-1065, Dtd.30.01.2024 of the Member Secretary State Pollution Control Board Odisha a joint committee was constituted with the following officials to enquire about the allegation made by the complainants regarding illegal operation of sand mining and violation of the Sustainable Sand Mining Management Guideline, 2016.

1. Sri Jadumani Mahala, ADM, Keonjhar
(Representative of the Collector & District Magistrate, Keonjhar)
2. Er Prasant Kar, RO, SPCB, Keonjhar.
3. Sri Pradeepta Kumar Nayak, Environmental Scientist, SEIAA, Odisha

With the approval of the Collector & District Magistrate, Keonjhar the committee visited the site on 09.02.2024 & following officers of different Departments accompanied the Committee.

1. Sri Nilakantha Behera, Tahasildar, Ghasipura, Keonjhar
2. Er N Das Bebartta, DEE, RO, SPCB, Keonjhar
3. Smt. Dibyajyoti Dibyadarshini, Addl. Tahasildar, Ghasipura
4. Smt. Anasuya Behera, RI, Keshudurapal

Sri Niranjana Sahoo, Representative of the Sand Bed was also present during the enquiry.

SALIENT FEATURES OF THE SAND BED

Type & Category Location	Sand Bed, Red Category Plot No.1297, Khata No.352 Village-Deogaon, Tehasil- Ghasipura, Dist-Keonjhar	
Lease Hold Area	4.654 Ha (11.50 Ha.)	
Lease Period (2023-24 to 2027-28)	Date of Lease Execution Validity of Lease	10.07.2023 09.07.2028
Production Quantity (m ³) as per EC validity & CTO	2023-2024 2024-2025 (up to 31.12.2024)	7000 Cum 1750 Cum

STATUS OF STATUTORY CLEARANCES

- i. Mining Plan has been approved by the Geologist, o/o the Joint Director of Geology, Keonjhar dtd 23.02.2022 for the period 2022-23 to 2026-27 for Kusei Sand Bed for excavation of 35000 Cum @ 7000 Cum /Annum of sand during the lease period.
- ii. Environmental Clearance has been granted in favour of the Tahasildar, Ghasipura vide SEIAA EC Identification No. EC23B001OR180821 dtd 27.04.2023 valid for two years for maximum extraction of material of 7000 Cum in the 1st year and 1750 Cum in the 2nd year and subsequently the above EC transferred in favour of Lessee vide Letter no. SIA/OR/MIN/300884/2023, dtd. 21.06.2023.
- iii. Consent to Operate has been granted in favour of Sri Gorle Ramesh, Lessee (Through the Tahasildar, Ghasipra, Keonjhar) by RO, SPCB, Keonjhar vide no 1456, dtd. 26.07.2023 for Kusei Sand Bed for production of 7000 Cum for the year 2023-24 and 1750 Cum for the year 2024-25 (up to 31.12.2024).

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OBSERVATIONS

During site visit following observations were made.

1. There were no sand mining activities during the visit.
2. The mining lease left side boundary (W) was found to be demarcated by concrete pillar postings whereas, pillar of its right side lease boundary (E) was found to be not visible due to submergence. Left bank of River Kusei is in Keonjhar district whereas Right bank is in Jajpur district.
3. The NE lease boundary is in close-proximity of the bridge but there is a stipulation in EC that mining shall not be undertaken in a mining lease located in 200-500 meter of bridge. No mining activities was observed up to about 300 meters from the bridge during the visit.
4. Left part of lease area (about 10 to 20m) found to be covered under wild grass with sand bed underneath and Right part (water side, about 50 to 70m) covered with sand.
5. It is revealed from the mined-out area that mining has been carried out by both mechanically (using excavators) and manually. Sri Sahoo informed that excavators were used to construct the approach road and to remove the grass covers.
6. It was observed that sand mining has also been carried out beyond the lease area i.e. both in Keonjhar & at Jajpur side. The sand Mining also been done in pockets adjoining to lease area (W side of lease boundary, Keonjhar Side) which mostly covered under wild Grass. Sri Sahoo informed that miscreants are carrying out the mining activities adjoining to their lease area in large scale particularly during night hours.
7. No waterway of the river found to be obstructed during visit.
8. The connecting road from the sand quarry to Deogaon main road of about 550 meters length found to be Kuchha type and it also not passes through any village. The approach road found to be not maintained properly by the Lessee causing inconvenience to the local public.

In view of above, Committee decided to seek clarification from the following authorities to draw the conclusion about the extent of damage/excess mining etc done.

1. The Tahasildar, Ghasipura has been requested to clarify the date of commencement of mining operation, Month wise data for extraction of sand, status of approach road & details of seizure /imposition of penalties for sand transportation, vide Letter no. 259, dtd. 12.02.2024 (copy enclosed).
2. The Dy Director Mines, Keonjhar has been requested vide Letter no. 272 dtd. 12.02.2024 (copy enclosed) to carry out survey for assessment of sand mining done in excess in and around the lease area.
3. The Superintending Engineer, Water Resources Department has been requested vide Letter no. 274 dtd. 12.02.2024 (copy enclosed) to clarify regarding change in flow direction of the river if any due to sand mining.
4. The IIC, Ghasipura has been requested to clarify regarding seizure and imposition of penalties for illegal sand transportation in that area if any vide Letter no. 276 dtd. 12.02.2024 (copy enclosed).

Since clarifications has been sought from different Departments regarding various issues the final report will be submitted soon after receiving the reply from their end.

16/02/2024

Sri Pradeepta Kumar Nayak
Env Scientist, SEIAA, Odisha

16.02.2024

Er Prasanta Kar
RO, SPCB, Keonjhar

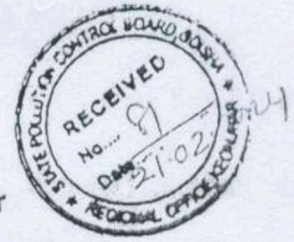
16/02/2024

Sri Jadumani Mahala
Addl. District Magistrate, Keonjhar

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OFFICE OF THE TAHASILDAR, GHASIPURA.

Letter No. 1440 /Touzi/Dt. 21.2.24



To

The Regional Officer, State Pollution Control Board, Keonjhar

Sub: -

Information on M/S Kusei River Sana Bed, Deogaon, Ghasipura, Keonjhar.

Ref:-

Your letter No.259/Dt. 12.2.24.

Sir,

With reference to the letter on the subject cited above, I am to submit on the following points as sought for:-

- 1. The lease agreement was made on dt.10.7.23.and consent to operate order from the Regional Officer, Pollution control Board, Keonjhar on dt.25.7.23.Then date of commencement mining operation on dt.26.7.23.
- 2.On verification of Xerox copy of mining plan the year wise production of sand is 7000 cum.

3.As per Revenue and Disaster Management Department letter No.883/R & D.M. Kusei River Sand Bed, Deogaon has already been handed over to the Mines Deptt. vide this office letter No.5057/Touzi dt.20.11.23.for control and management. The lessee has not produced Quarterly report return in this office w.e.f. July, 23.

4.As per report of R.I.Keshadurapal there is no seizer of penalty for excess and illegal mining by the undersigned of the said sand source.

This is for information and necessary action.

Yours faithfully,

Tahasildar, Ghasipura

Handwritten notes: 21-02-2024, NBT matter, RBF, and a signature.

Memo No /Touzi/Dt

Copy Submitted to the Sub-Collector, Anandapur / Additional Dist. Magistrate, Keonjhar for favour of kind information and necessary action.

Signature and name: S & L, Tahasildar, Ghasipura.

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06.04.2024



OFFICE OF THE DEPUTY DIRECTOR OF MINES
KEONJHAR CIRCLE, KEONJHAR.
STEEL & MINES DEPARTMENT, GOVT. OF ODISHA.
Email ID: mo.keonjhar@orissaminerals.gov.in

No. 536 /Mines,
To

Dt. 05.04.2024

The Regional Officer
State Pollution Control Board, Odisha,
Baniapat, Keonjhar.

Sub: Information on M/s. Kusei river Sand Beed, Deogaon, Ghasipura,
Keonjhar.

Ref: SPCB, Keonjhar Letter No.272/dt.12/02/2024 & Mining Officer-cum-
Competent Authority, Anandapur Letter No.368/dt.04/04/2024.

Sir,

With reference to the subject & letter cited above, I am to enclose
herewith the report of Joint Verification along with joint measurement of M/s. Kusei
River Sand Bed, Deogaon which is submitted by the Mining Officer cum Competent
Authority of Anandapur sub-division, Keonjhar for favour of your kind information and
necessary action at your end.

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06.04.2024
MGT matter
most urgent

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06/04/24

Yours faithfully,

[Signature]
Deputy Director Mines,
Keonjhar Circle, Keonjhar.

Encl- Joint Verification & joint measurement
report (2 Copies).

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 Report on joint verification of M/s Kusei River sand bed, Deogaon, Ghasipura, on Dt 01.03.2024

The following Competent authority were present during the field visit.

1. Mining Officer , Anandapur
2. Supertendent Engineer, Baitarani irrigation Project, Salapada.
3. Tahasildar Ghasipura
4. Dy. Enviromental Engineer, SPCB
5. RQP of the concerned lease hold area.

A joint field verification was conducted on date 01.03.2024 by the above authorities based on order dt.19.01.2024 of Hon' ble NGT Kolkata in OA No-01/2024/EZ

During Visit it was observed that total 5nos of pit are available within the lease hold area and other 6nos of pit are located in north -west part adjoining as well as outside the lease hold area .All these pits were measured by manual tape measurement method .

Further it was noticed that a part of water flow comes within the south-west corner of the lease in between pillar no.1to 3. The said area was also measured for volumetric calculation adopting above method .

As the said lease was executed on 10.07.2023 and consent to operate from SPCB was obtained on dt 25.07.2023, the lessee was permitted to operate the leasehold area vide letter no2610/Touzi dt26.07.2023 by tahasildar Ghasipura.

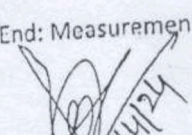
On verification of records of the lease, it was found that during the lease period a quantity of 2496 Cum sand total has already been dispatched by the lessee till date out of which 604Cum of sand has been dispatched by manual T.P form 'Y' & 1892 Cum of sand through E.T.P.

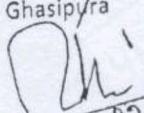
Conclusion

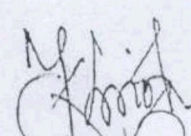
At last it was found that a total quantity of 7365.162 Cum (approx) of sand has already been extracted as per pit measurement where as the lessee has dispatched only 2496 cum.

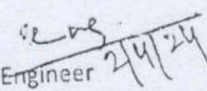
Hence as per assessment, excess quantity is of 4869.162 Cum (approx) of Sand has been mined out.

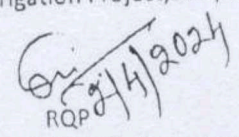
End: Measurement report.


 Tahasildar
 Ghasipura


 Dy. Env. Engineer SPCB
 Keonjhar


 Mining Officer, Anandapur
 Keonjhar


 Supt. Engineer
 Baitarani irrigation Project, Salapada


 RQP
 M/s -Kusei Sand Bed, deogaon

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**Joint Measurement of sand mining conducted by comprising team
in respect of Kusel Sand bed, Deogaon on Dt 01.03.2024**

Within Lease Area

SI No	No Of Pit	Length In Mtr.	Breath In Mtr.	Height In Mtr.	In Cum
1	1	18.70	16.00	0.4	119.680
2	2	41.50	8.275	1.2	412.095
3	3	16.55	11.000	1.0	182.050
4	4	8.90	6.80	1.0	60.520
5	5	32.40	18.00	1.0	583.200
Total -					1357.545 Cum.

Outside Lease Area

SI No	No Of Pit	Length In Mtr.	Breath In Mtr.	Height In Mtr.	In Cum
6	1	37.50	7.70	1.10	317.625
7	2	24.00	12.00	0.60	172.800
8	3	24.10	9.20	0.85	188.462
9	4	16.55	11.00	1.00	182.050
10	5	13.20	4.90	1.00	64.680
11	1	6.00	4.00	0.50	12.000
Total-					937.617 Cum.

Water Flow Area(Within Lease)

SI No	No Of Pit	Length In Mtr	Breath In Mtr.	Height In Mtr.	In Cum
12	1	169.00	30.00	1.00	5070.00

Total Volume of Excavation = 7365.162 Cum.

It reveals from the joint measurement report that.

- i) Sand mining of quantity 6427.545 cum has been done within the lease area i.e:- Sand bed and also in the river flow till date.
- ii) Sand mining of quantity 937.617 cum also carried out outside the lease area till date which is completely illegal.

Tahasildar
(Ghasipura)

Superintendent Engineer
Baitarani Irrigation Project

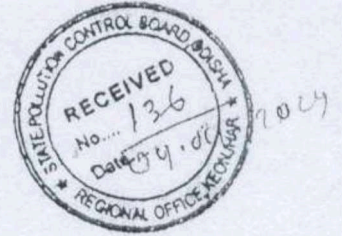
Mining Officer
Anandapur

Dy. Env. Engineer
S.P.C.B., Keonjhar

M/s:- Kusel Sand Bed, Deogaon

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OFFICE OF THE SUPERINTENDING ENGINEER,
BAITARANI IRRIGATION DIVISION, SALAPADA, DIST-KEONJHAR.
(email - eebald2010@gmail.com)



No 1907 Dt- 11/03/24

To
The Regional Officer
State Pollution Control Board,
Odisha, Keonjhar

Sub:- Information on M/S Kusei River Sand bed, Deogaon, Ghasipura, Keonjhar

Ref:- Your Good office Letter No-274 dt-12.02.2024.

Sir,

With reference to the subject cited above, It is to inform you that, there is no change in flow direction due to sand mining in and around the lease area..

This is for favour of your kind information and necessary action.

Yours Faithfully,

[Signature]
Superintending Engineer
Baitarani Irrigation Division,
Salapada..

[Signature]
04.04.2024

DEE

[Signature]
04/04/24

True Copy Attested

[Signature]
Advocate