**BEFORE THE NATIONAL GREEN TRIBUNAL, KOLKATA**

O. A. No. 148 of 2024 (EZ)

MANOJ YADAV ..... Applicant

Versus

Jharkhand State Pollution Control Board & Ors. ..... Respondent(s)

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Filed by: -

.....

Advocate
Jharkhand State Pollution Control Board

ADVOCATES CLERK WELFARE FUND ₹5 FIVE RUPEES

अधिवक्ता कल्याण कोष ₹15 FIFTEEN RUPEES ₹15 JHARKHAND ADVOCATE WELFARE FUND

10 रु. Rs.10 INDIA दस रुपये TEN RUPEES

10 रु. Rs.10 INDIA दस रुपये TEN RUPEES

RANCHI Reg. No.- A/AB 22/89 Ranchi (Jharkhand) India

Reg. No.- A/AB 22/89 Ranchi (Jharkhand) India

A/AB 22/89 Ranchi (Jharkhand) India

**BEFORE THE NATIONAL GREEN TRIBUNAL, KOLKATA**

O. A. No. 148 of 2024 (EZ)

Manoj Yadav . . . Applicant

Versus

Jharkhand State Pollution Control Board & Ors.

..... Respondent(s)

Affidavit on behalf of Jharkhand State Pollution Control Board in compliance to the directions of Hon'ble Tribunal contained in the order dated...

I, Kumar Manibhushan, son of Lavlesh Kumar shahi presently posted the Environmental Engineer, Jharkhand State Pollution Control Board, Ranchi and am duly authorized to swear

Ref.No. 385 Date 23 NOV 2024

MITHILESH NARAYAN JHA NOTARY RANCHI Reg. No.- A/AB 22/89 Ranchi (Jharkhand) India

23 NOV 2024

this affidavit and do here by solemnly state and affirm as follows: -

1. That, at present, I am working and posted as Environmental Engineer, Jharkhand State pollution Control Board, Ranchi and as such, I am well acquainted with all the facts and circumstances of this case.

2. That, I have gone through the order dated 30/07/2024 passed by the Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata and have understood the contents therein.

3. That, I have been authorized to swear this affidavit by the Competent Authority. Further, it is stated that I have gone through the relevant files and records in the present case.

4. That, the instant O.A. has been preferred by the Applicant alleging that:-

(i) Bihar Foundry and Castings Limited (Respondent No.1) was granted lease for Ferro Alloy Unit in 3.51 Acres of land by the State Government in the year 1985 for a period of 99 years but Environmental

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Clearance was granted to the said Respondent over **14 Acres** of land which shows discrepancy.

(ii) It is stated that first Environmental Clearance was issued to the said Respondent on 31.10.2011. In the year 2020, the Respondent executed a lease Deed for **3.67** Acres of land but the Consent to Operate (CTO) was issued by Jharkhand State Pollution Control Board (JSPCB) specifying the total area as **7.26** Acres. At the same time, the pre-feasibility Report, the 6 Monthly Environmental Clearance Compliance Report and the Environmental Statement (Form-IV) indicate the land area as **7.76** Acres which again shows discrepancy in the land area.

(iii) It has also been alleged that Respondent No.1 has failed to obtain the mandatory No Objection Certificate (NOC) and Consent to Establish (CTE) from the JSPCB for its initial 1 x 5 MVA furnace established in 1996 and its subsequent 1 x 5 MVA furnace established in 1999 which is evident from the letter dated 18.12.1999 of Factory Inspector.

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The NOC was granted By the JSPCB only on 24.02.2000.

(iv) It has been stated that first Consent to Operate (CTO) was obtained by the Respondent No.1 on 12.3.2015. The Respondent No.1 again obtained Consent to Establish (CTE) on 20.05.2009 for 1 x 7.5 MVA furnace for production of 30 TPD of Si-Mn Ferro alloy without securing the mandatory Environmental Clearance. It has further been stated that for CTE, a Ferro Alloy Industry which falls under Category-A in terms of the Environmental Impact Assessment Notification, 2006

(v) It has further been alleged that there is no Environmental Clearance in the name of the proprietorship firm, M/s Gautam Ferro Alloys Respondent No.2, till date though it is stated that M/s Gautam Ferro Alloys, is a proprietorship firm owned by the Directors of the Bihar Foundry & Castings Limited and is a distinct entity from Respondent No.1.

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(vi) It has further been alleged that Respondent No.1 has fraudulently utilized the Environmental Clearances issued in the name of the said respondent to obtain CTO in favour of M/s Gautam Ferro Alloys.

(vii) It has further been alleged that Respondent No.1 has altered its product mix without obtaining the requisite prior EC and though the sanctioned production capacities were 26 TPD FOR Si-Mn and 30 TPD Si-Mn & 40 TPD Fe-Si/Fe-Mn but the said Respondent has not adhered to these stipulations and has instead manufactured its product as per its convenience thereby resulting in unauthorized changes in the product-mix.

(viii) It has further been alleged that Respondent No.1 has been storing raw materials outside the plant premises without obtaining requisite CTE and CTO from the JSPCB and has also not obtained necessary permissions for such storage.

(ix) It has furthermore been alleged that the Respondent No.1 has not obtained a valid CTE, CTO or Environmental Clearance (EC) for operation of CLU

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Converter used for manufacturing Low Carbon/ Medium Carbon Ferro Manganese and despite absence of these mandatory approvals, the said Respondent is manufacturing and selling Low Carbon/ Medium Carbon Ferro Alloys to customers including major entities such as SAIL and other domestic and International consumers.

5. That, it is humbly stated in view of the aforesaid alleged violations raised in the Original Application, the Jharkhand State Pollution Control Board, Ranchi vide Ref. no. B-1982 dated 05/09/2024 directed the Regional Officer, Hazaribagh to submit a detailed factual report with regard to the alleged violations by the said Project Proponent.

Photocopy of letter/Ref.No.B-1982 dated 05.09.2024 is annexed and marked **Annexure-A**

6. That it is humbly stated and submitted that the Regional Officer, Hazaribagh, accompanied by the Assistant Environment Engineer and the Assistant Scienific Officer, Hazaribagh visited the site in

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question on 04/09/2024 and carried out inspection in presence of the Officials of the Respondent Unit, namely Shri Rakesh Kumar Gupta (GM), Shri Sanjay Kumar Dubey (DGM Mechanical) and Shri Ganpati Verma (Senior GM Operation) and submitted the inspection Report vide letter no. 1371 dated 06/09/2024.

The Inspection Report inter alia provides a brief account of the factual position with regard to the issues raised in the Application which is being summarized as follows:-

The officials inspected both the Units namely Bihar Foundry & Casting Limited (BFCL) and Gautam Ferro Alloys and found both the Units in operational condition. It has been stated that BFCL is a company having Reg. No./CIN No. U27100J197LPLC000972 and Gautam Ferro Alloys is **not** a legal entity. BFCL has two units:-

Unit-I: Sponge Iron captive power plant (WHRB) and Induction Furnace unit.

Unit-II: Ferro Alloys unit.

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**Unit-I** The plot nos. & Land area for the two Units of BFCL is correctly stated in the CTO for their respective unit:

(a)CTO No. JSPCB/HO/RNC/CTO -11688208/2022/345 valid up to 31st March,2025(Sponge Iron/WHRB/ Captive Power Plant)

(b)CTO No. JSPCB/HO/RNC/CTO-4426528/2019/2376 valid up to 31st December, 2024(Induction Furnace). Details of land area are:

| **Lease Deed on** | **Plot No.** | **Area** |
|---|---|---|
| (1)01.05.1974 | 1364(Part) | 14.0 Acres |
| (2)28.10.2015 | 1364(Part) | 05.0 Acres |
| (3)09.03.2021 | 1405(Part) | 0.5 Acres |
| | Total Area | **19.50 Acres** |

(0.50 Acres was acquired for unit-I)

For Induction Furnace which is part of Unit-I and within the total area of 19.50 Acres of Unit-I.

For Induction Furnace unit a separate CTO was issued in which area was mentioned as 19.0 Hec.

NOTARY RANCHI

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-X-

Request letter for correcting the typographical error in the Area from 19.0 Hec to 19.50 Acres in the CTO for MS Billers was submitted to the JSPCB on 06.04.2023

The Induction Furnace and Sponge Iron units are located within the same premises of 19.50 Acres of plot no. 1364 (P)

**(A)** There are three nos. of Kilns in Unit-I (in BFCL premises). Kiln no.1 & 2 are connected with single ESP with Bag filter and stack. Kiln no.3 is connected with separate ESP/Bag Filter and stack. Kiln no.2 was found closed during visit.

Stack nos.1 and 2 have online continuous emission monitoring system (OCEMS) which were found functional during the visit.

The Suspended Particulate Matter (SPM) reading obtained during inspection of Stack no.1 and Stack no.2 was 12.4 mg/Nm$^3$ and 21.9 mg/Nm$^3$ respectively which are within standard limits.

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**(B)** There are four nos. of Induction Furnace in Unit-I of which every two nos. of Induction Furnaces are connected with single fume extraction system, Bar Filter and stack.

**Unit-II** The Ferro Alloys unit of BFCL is established on plot no 1405 (P) and having CTO No. JSPCB/HO/RNC/CTO-4412165/2020/1819 valid up to 31st December, 2025

Details of land area are

| **Lease Deed on** | **Plot No.** | **Area** |
|---|---|---|
| (1)28.01.1988 | 1405(PartJI) | 03.51 Acres |
| (2)20.01.2020 | 1405(Part) | 03.67 Acres |
| (3)09.03.2021 | 1405(Part) | 0.63 Acres |
| | Total Area | **7.81 Acres** |

(0.63 Acres was acquired for Unit-II)

Gautam Ferro Alloys have four nos. of Submerge Arc Furnace which were found operational.

Photocopy of I/R vide Ref.No1371 dated 06.09.2024 is annexed and marked **Annexure-B**

MITHILESH NARAYAN JHA NOTARY RANCHI Reg. No.- A/AB 22/39 Ranchi (Jharkhand) India

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7. That it is humbly stated and submitted that the Hon'ble Court may be pleased to accept the Inspection Report submitted by the Regional Officer, Hazaribagh and/or pass order as the Hon'ble Tribunal may deem fit and proper for adjudication of the matter.

8. That, this Affidavit is filed bonafide and in the interest of justice.

9. That the statement made in forgoing paragraphs are true to my knowledge in annexure are true copy of its original.

Kumar Manibhushan

DEPONENT

**VERIFICATION:**

Verified at Ranchi on this the day of 23 November, 2024 that the averments & facts stated herein above are true and correct to my knowledge and belief and nothing material has been concealed therefrom.

23/11/2024

NOTARY PUBLIC

Kumar Manibhushan

DEPONENT

MITHILESH NARAYAN JHA NOTARY RANCHI Reg. No.- A/AB 27

Ref.No. 385 Date 23 NOV 2024

झारखण्ड
JSPCB

# JHARKHAND STATE POLLUTION CONTROL BOARD

TOWNSHIP ADMINISTRATION BUILDING, HEC COMPLEX, DHURWA, RANCHI 834004
Telephone: 0651-2400850 (Fax)/ 2400851/2400852/2401847/2400979/2400139

**By EmailHon'ble NGT Matter** **Time Bound (Urgent)**

Ref. No....B-1982 Date..05/09/2024

From,

Manoj Kumar Gupta JFS(Retd),
Officer on Special Duty.

To,

The Regional Officer,
Hazaribagh,

**Sub: - Compliance of the directions issued by the Hon'ble National Green Tribunal (NGT), O. A. No. 44/2023/EZ,with O.A No 183/2023/EZ with O.A No.148/2024/EZ Vs Bihar Foundry and casting Limited & Ors – Regarding.**

Sir,

With reference to the subject mentioned above I am directed to state that the Hon'ble NGT, Eastern Zone Bench Kolkata,vide order dated 30.07.2024 in the said O.A with regard to Bihar foundry & Casting limited Pleased to observe the following : -

"

***2. This Original Application has been filed by the Applicant alleging that the Respondent No.1, Bihar Foundry and Castings Limited (BFCL' in short), was granted lease of Ferro Alloy Unit for 3.51 acres of land by the State Government in 1985 for a period of 99 years but Environmental Clearance was granted to the Respondent No.1 for 14 acres of land which shows a discrepancy.***

***3. It is stated that first Environmental Clearance was issued to Respondent No.1 on 31.10.2011. It is also stated that in 2020, the Respondent No.1 executed a lease deed for 3.67 acres of land but the Consent to Operate (CTO) issued by the Jharkhand State Pollution Control Board specifies the total land area as 7.26 acres. the same time, the Pre-feasibility Report, six monthlyEnvironmental Clearance Compliance Report and Environmental Statement (Form-VI indicate the land area as 7.76 acres which again shows discrepancy in land area.***

O/C

***4. It is also stated that the Respondent No.1 has failed to obtain the mandatory No Objection Certificate (NOC) and Consent to Establish (CTE) from the Jharkhand State Pollution Control Board for its initial 1 x 5 MVA furnace established in 1996 and its subsequent 1 x 5 MVA furnace established in 1999 which would be seen in the Factory Inspector's letter dated 18.12.1999. It is further stated that NOC was granted by Jharkhand State Pollution Control Board only on 24.02.2000.***

***5. It is stated that first Consent to Operate (CTO) was obtained by the Respondent No.1 on 12.03.2015. It is also stated that the Respondent No.1 again obtained Consent to Establish (CTE) on 20.05.2009 for 1 x 7.5 MVA furnace for production of 30 TPD of Si- Mn ferro alloy without securing the mandatory Environmental Clearance. It is further stated that Consent to Establish (CTE) a Ferro Alloy Industry which falls under Category-A of the Environmental Impact Assessment Notification, 2006.***

***6. It is stated that there is no Environmental Clearance in the name of the proprietorship firm, M/s Gautam Ferro Alloys Respondent No.2, till date though it is stated that M/s Gautam Ferro Alloys, is a proprietorship firm owned by the Directors of the Bihar Foundry & Castings Limited and is a distinct entity from Respondent No.1.***

***7.It is alleged that the Respondent No.1 have fraudulently utilized the Environmental Clearances issued in the name of Respondent No.1 to obtain Consent to Operate (CTO) for M/s Gautam Ferro Alloys.It is also alleged that the Respondent No.1 has altered its product mix without obtaining the requisite prior Environmental Clearance***

***8. and though the sanctioned production capacities were 26 TPD for Si-Mn and 30 TPD for Si-Mn and 40 TPD Fe-Si/Fe-Mn but the Respondent No.1 has not adhered to these stipulations and has instead***

***manufactured its product as per its convenience thereby resulting in unauthorized changes to the product mix.***

***9. It is also alleged that the Respondent No.1 has been storing raw materials outside the plant premises without obtaining requisite Consent to Establish (CTE) and Consent to Operate (CTO) from the Jharkhand State Pollution Control Board and has also not obtained necessary permissions for such storage.***

***10 .It is further alleged that the Respondent No.1 has not obtained a valid Consent to Establish (CTE), Consent to Operate (CTO) or Environmental Clearance for the operation of CLU Converter used for manufacturing Low Carbon/Medium Carbon Ferro Manganese and despite absence of these mandatory approvals, the Respondent No.1 is manufacturing and selling Low Carbon/Medium Carbon Ferro Alloys to customers including major entities such as sail and others domestic and international consumers.***

Hon'ble Tribunal has been pleased to direct the Jharkhand State Pollution Control Board, to file an affidavits in reponse to the alleged violotions made by Project Proponent M/s Bihar foundry &Casting limited in the O.A.

In view of the above you are directed to submit a detailed statement of facts regarding the alleged violation by the said Project Proponent within a week so that appropriate affidavit may be filed before the NGT. The matter is listed on 10/09/2023.and therefore it may be provided due importanee.

**Encl: As above.**

Yours sincerely,
Sd/-
**(Manoj Kumar Gupta)**
Officer on Special Duty

Memo No.....B-1982.....

Ranchi, dated..05/09/2024

**Copy to:** Sri Jitendra Prasad Singh, Regional Officer, JSPCB Regional Office – cum – Laboratory, Hazaribagh for information & for compliance of the directions issued by the Hon'ble Tribunal and submit the Inspection Report with colour photographs to the Board's Headquarter, so that, it may be filed before the Hon'ble Tribunal in time.

04/9/2024
**(Manoj Kumar Gupta)**
Officer on Special Duty

# झारखण्ड राज्य प्रदूषण नियंत्रण पर्षद,

क्षेत्रीय कार्यालय–सह–प्रयोगशाला, पी०टी०सी० चौक, मटवारी रोड, हजारीबाग।

Ref.....1371..... ANNEXURE-B Date...6/9/24

From,

J.P. Singh,
Regional Officer, Hazaribag,

To,

Sri Manoj Kumar Gupta,
Officer On Special Duty
J.S.P.C. Board, Ranchi

Sub:- Sending Compliance report of the direction issued by the Hon'ble NGT O. A. No. 44/2023/EZ, with O.A No 183/2023/EZ with O.A No.148/2024/EZ Vs Bihar Foundry and casting Limited & Ors – Regarding.

Sir,

Please find the enclosed herewith the Compliance report of the direction issued by the Hon'ble NGT O. A. No. 44/2023/EZ, with O.A No 183/2023/EZ with O.A No.148/2024/EZ Vs Bihar Foundry and casting Limited & Ors . The site was visited by officials of J.S. P.C.B., Regional Office, Hazaribagh. The documents and observation found during the visit are depicted on the report.

This is for information & necessary action.

**Encl : As above.**

Yours faithfully
06.09.2024
(J.P. Singh)
Regional Officer

MITHILESH NARAYAN
NOTARY
RANCHI
Reg. No.
A/43
Ranchi (Jharkhand)

Om\Office Work\page no. - 1053

# झारखण्ड राज्य प्रदूषण नियंत्रण पर्षद,

क्षेत्रीय कार्यालय–सह–प्रयोगशाला, पी०टी०सी० चौक, मटवारी रोड, हजारीबाग।

Ref..... Date.....

**Fact sheet of M/s Bihar Foundary and Casting Limited(BFCL) in the light of Hon'ble NGT O. A. No. 44/2023/EZ, with O.A No 183/2023/EZ with O.A No.148/2024/EZ Vs Bihar Foundry and casting Limited & Ors – Regarding**

The Site was visited by Regional Officer, Assistant Environmental Engineer, Assistant Scientific Officer, Regional Office, Hazaribagh on dated 04.09.2024 in the presence of Sri Rakesh Kumar Gupta,(GM), Sri Sajay Kumar Dubey(DGM Mechanical) and Sri Ganpati Verma(Senior GM operation) in respect to compliance the above said matter. The document shown and observation found during the visit are as follows :-

1) The officials of Regional office inspected both the industries and which is in operational condition and found that BFCL is a company having Reg. No./ CIN No. U27100J 197LPLC000972 **(Annaxure-I)** Gautam Ferro Alloys in not a legel entity.
   a) Sponge Iron captive power plant(WHRB) and induction Furnace : unit -I
   b) Ferro Alloys unit - II

2) Unit - I. The plot numbers & Land Area for the two units of BFCL are correctly stated in the following CTO for their respective units.
   a) CTO No. JSPCB / HO / RNC / CTO - 11688208 / 2022 / 345 valid upto 31th March, 2025 (Sponge Iron / WHRB / Captive Power Plat) **Annaxure- II**
   b) CTO No. JSPCB / HO / RNC / CTO - 4426528 / 2019 / 2376 valid upto 31th December, 2024. (Induction Furnace) **Annaxure- III**

   1. Lease Deed on 01.05.1974 Plot no. 1364 (Part) Area 14 Acres.
   2. Lease Deed on 28.10.2015 Plot no. 1364 P Area 5 Acres.
   3. Lease Deed on 09.03.2021 Plot no. 1405P Area 1.13 Acres.(Aquired 0.50 Acres for unit- I)

   Total Area - 19.50 Acres. **(Annaxure-IV)**
   For Induction Furnace which is part of unit I and is within the total area 19.5 acre of Unit - I.
   For Induction Furnace unit of separate CTO was issued in which area was mentioned as 19 Hac.
   Request letter for correcting the typographical error in Area from 19 Hac. To 19.5 Acres in CTO of M S Billets has been submitted to JSPCB on 06.04.2023 (Copy enclosed herewith as **annexure - V**
   Induction Furnace and Sponge Iron unit are located within same premises of 19.50 acres Plot no. 1364 (P).

   Similarly, Unit-II-Ferro Alloys is established on Plot no. - 1405 (P). CTO no. ISPCB / HO / RNC / CTO - 4412165 / 2020 / 1819 valid upto 31th December, 2025. **(Annaxure-VI)**
   1. Lease Deed on 28.01.1988 Plot no. 1405 (Part J1) Area 3.51 Acrs
   2. Lease Deed on 20.01.2020 Plot no. 1405 (Part)CS, C6, D8, C9, C10, F11 & F12, Area 3.67 Acres
   3. Lease Deed on 09.03.2021 Plot no. 1405P Area 1.13 Acres.(Aquired 0.63 Acres for unit- II)

   Total Area - 7.81 Acres. **(Annaxure-VII )**

   3) EC no. J - 11011/310/2009 - IAIII) dt 28.01.2010. **Annaxure-VIII** The company has taken and acquired additional 5.50 Acres in the Industrial Area. The current CTO no. JSPCB / HO / RNC / CTO - 4412165 / 2020 / 1819 valid upto 31st December 2025 mentioned area as 19.5 Acres. **(Annaxure- II)**

4) (A)There are three nos. fo kiln in unit 1(BFCL premises). Kiln no. 1 & 2 are connected with single ESP with Bag filter and stack. Kiln no. 3 is connected with seprate ESP/Bag filter and stack. Kiln no. 2 was closed during the visit. Stack no. 1 & 2 has online continuous emission monitoring system. OCEMS were functional during the visit. The SPM(suspended pariculate matter) reading obtained during the visit stack -I and stack -II was 12.4 mg/Nm3 and 21.9 mg/Nm3 respectively which was within standard limit.

MITHILESH NARAYAN NOTARY RANCHI Reg. No. A/AB 1365 Ranchi (Jharkhand)

(B) There are four nos. of Induction furnace in the unit – 1(BFCL premises). Every two nos. of Induction furnace are connected with single fume extraction system, Bag filter and stack.

5) Unit no. – II (Goutam Ferro Alloys unit of BFCL) have four nos. of Submerge Arc Furnace found operational during the visi.
   a) 2 X 5 MVA
   b) 1 X 7.5 MVA
   c) 1 X 9 MVA

The PP has informed that they have CLU unit which is in under construction and 70% work has been completed. Also informed that they are goning to installing 5th nos. of Submerge Arc Furnace with capacity of 9 MVA which is not constructed as yet but 90% fabrication work has been completed only 10% civil work is pending.

Point wise reply is depicted below with respect to alligations :-

| Sl No. | Allegations | Reply |
|---|---|---|
| 1 | This Original Application has been filed by the Applicant alleging that the Respondent No.1, Bihar Foundry and Castings Limited (BFCL' in short), was granted lease of Ferro Alloy Unit for 3.51 acres of land by the State Government in 1985 for a period of 99 years but Environmental Clearance was granted to the Respondent No.1 for 14 acres of land which shows a discrepancy. | MoEF & CC has granted EC vide letter no. F. No. J-11011/384/2010-IA-II(I), Dated 31 Oct., 2011 **Annaxure-IX** for total area of 14 Acres. It has again considered land area of 7.26 Acres and issued TOR vide leter no. F. No. J-11011/384/2010- IAII(I) dated 24 Nov. 2020 by MoEF CC. (Copy of TOR enclosed) **Annaxure-X** |
| 2 | It is stated that first Environmental Clearance was issued to Respondent No.1 on 31.10.2011. It is also stated that in 2020, the Respondent No.1 executed a lease deed for 3.67 acres of land but the Consent to Operate (CTO) issued by the Jharkhand State Pollution Control Board specifies the total land area as 7.26 acres. the same time, the Pre-feasibility Report, six monthlyEnvironmental Clearance Compliance Report and Environmental Statement (Form-VI indicate the land area as 7.76 acres which again shows discrepancy in land area. | (A)The applicant has mentioned 7.26 Acres. Of land in its CTO application i.e. it is automatically opted the area of the land i.e. 7.26 Acres.<br>(B) Lease deed on 09.03.2021 Area. 1.13 Acres(0.50 Acres office building of BFCL and rest 0.63 Acres add to unit -II). Hence total Area of BFCL unit-II is 7.81 Acres.<br>(C) PP informed that consulatant appointed for Pre-feasibility report has taken measurement the Area through satellite which is comes to 7.76 Acres instead of 7.81 Acres. |
| 3 | It is also stated that the Respondent No.1 has failed to obtain the mandatory No Objection Certificate (NOC) and Consent to Establish (CTE) from the Jharkhand State Pollution Control | Copy of CTE not available in R.O. Office. |

| | | |
|---|---|---|
| | Board for its initial 1 x 5 MVA furnace established in 1996 and its subsequent 1 x 5 MVA furnace established in 1999 which would be se in the Factory Inspector's letter dated 18.12.1999. It is further stated that NOC was granted by Jharkhand State Pollution Control Board only on 24.02.2000 | |
| 4 | It is stated that first Consent to Operate (CTO) was obtained by the Respondent No.1 on 12.03.2015. It is also stated that the Respondent No.1 again obtained Consent to Establish (CTE) on 20.05.2009 for 1 x 7.5 MVA furnace for production of 30 TPD of Si- Mn ferro alloy without securing the mandatory Environmental Clearance. It is further stated that Consent to Establish (CTE) a Ferro Alloy Industry which falls under Category-A of the Environmental Impact Assessment Notification, 2006. | EC for 1 X 7.5 MVA Furnace not required as per EIA notification 14 Sept., 2006 at that time.(Copy of EIA notification 2006 is enclosed.) **Annaxure-XI** |
| 5 | It is stated that there is no Environmental Clearance in the name of the proprietorship firm, M/s Gautam Ferro Alloys Respondent No.2, till date though it is stated that M/s Gautam Ferro Alloys, is a proprietorship firm owned by the Directors of the Bihar Foundry & Castings Limited and is a distinct entity from Respondent No.1 | M/s Bihar Foundary & Casting Ltd. BFCL is a company having Reg. No./ CIN No. U27100J 197LPLC000972 and other industry namely Gautam Ferro Alloys in not a legel entity. As per incharge of the BFCL, Gautam Ferro Alloys is only a calling name for the Ferro Alloys unit of Bihar Foundary & casting Ltd. |
| 6 | It is alleged that the Respondent No.1 have fraudulently utilized the Environmental Clearances issued in the name of Respondent No.1 to obtain Consent to Operate (CTO) for M/s Gautam Ferro Alloys.It is also alleged that the Respondent No.1 has altered its product mix without obtaining the requisite prior Environmental Clearance. | Gautam Ferro Alloys is not a legal entity and is only a calling name for the Ferro Alloys unit of Bihar Foundary & casting Ltd. Production is being done as per CTO.(Copy of sales invoice is enclosed as **Annexure- XII)** |
| 7 | and though the sanctioned production capacities were 26 TPD for Si-Mn and 30 TPD for Si-Mn and 40 TPD Fe-Si/Fe-Mn but the Respondent No.1 has not adhered to these stipulations and has instead manufactured its product as per its convenience thereby resulting in unauthorized changes to the product mix. | Production is being done. As per EC & CTO. (Copy of sales invoice is enclosed as **Annexure- XII** ) |
| 8 | It is also alleged that the Respondent No.1 has been storing raw materials outside the plant premises without obtaining requisite Consent to Establish (CTE) and Consent to Operate (CTO) from the Jharkhand State Pollution Control Board and has also not obtained necessary permissions for such storage. | Raw materials not found outside the premises, However PP has informed that they store slag temporarily adjacent to the BFCL unit – II for which lease execution is under process. |
| 9 | It is further alleged that the Respondent No.1 has not obtained a valid Consent to Establish (CTE), Consent to Operate (CTO) or Environmental Clearance for the operation of CLU Converter used for manufacturing Low Carbon/Medium Carbon Ferro Manganese and despite absence of these mandatory approvals, the Respondent No.1 is manufacturing and selling Low | The Board has filed complaint case in the Hon'able CJM Court, Ramgarh(Copy enclosed.) **Annexure-XIII** Environmental Compensaction has been imposed for the violation. Unit has submitted |

| | | |
|---|---|---|
| | Carbon/Medium Carbon Ferro Alloys to customers including major entities such as sail and others domestic and international consumers. | the Environmental Compensaction. (Copy enclosed) **Annexure-XIV** |

06/09/2024
(C.K. Yadav)
(Assistant Scientific Officer)
Hazaribagh

06/09/2024
(Nirala Baskey)
(Assistant Environmental Engineer)
Hazaribagh

06.09.2024
(J.P. Singh)
(Regional Officer)
Hazaribagh

MITHILESH NARAYAN
NOTARY
RANCHI
Reg. No.-
A/AB 22/10
Ranchi

# Ministry Of Corporate Affairs

Date : 06-09-2024 12:36:36pm

**Company Information**

| | |
|---|---|
| **CIN** | U27100JH1971PLC000912 |
| **Company Name** | BIHAR FOUNDRY & CASTINGS LIMITED |
| **ROC Name** | ROC Jharkhand |
| **Registration Number** | 000912 |
| **Date of Incorporation** | 11/11/1971 |
| **Email Id** | bfclgfa@gmail.com |
| **Registered Address** | MAIN ROAD, RANCHI, Jharkhand, India, 834001 |
| **Address at which the books of account are to be maintained** | - |
| **Listed in Stock Exchange(s) (Y/N)** | No |
| **Category of Company** | Company limited by shares |
| **Subcategory of the Company** | Non-government company |
| **Class of Company** | Public |
| **ACTIVE compliance** | ACTIVE Compliant |
| **Authorised Capital (Rs)** | 9,99,00,000 |
| **Paid up Capital (Rs)** | 9,33,65,000 |
| **Date of last AGM** | 30/09/2023 |
| **Date of Balance Sheet** | 31/03/2023 |
| **Company Status** | Active |

| **Jurisdiction** | |
|---|---|
| **ROC (name and office)** | ROC Jharkhand |
| **RD (name and Region)** | RD, Eastern Region |

NOTARY RANCHI Reg. No. A/AB 2089

# JHARKHAND STATE POLLUTION CONTROL BOARD

TOWNSHIP ADMINISTRATION BUILDING, HEC COMPLEX, DHURWA, RANCHI 834004
Telephone: 0651-2400850 (Fax)/ 2400851/2400852/2401847/2400979/2400139

Ref No. JSPCB/HO/RNC/CTO-11688208/2022/345 Dated : 2022-03-25

**Consent to operate (CTO) under section 25 /26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981**

1. Application (s) dated 2022-02-25 of BIHAR FOUNDRY & CASTINGS LTD. UNIT: H.A. SPONGE & POWER, Occupier Name :HARI KRISHNA BUDHIA for consent under section 25 (1)(b)/25 (1) (c)/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21(1) of the Air (Prevention & Control of Pollution) Act,1981..

2. **Documents Relied Upon:**

(a) The content of Environmental Clearance (EC), vide Ref.
(i) J-11011/310/209-I(A). II(I), dated. 28.01.2010 (granted as primary EC)
(ii) J-11011/310/209-I(A). II(I), dated.25.09.2012 by MOEF, New Delhi (issued for re-validation).

(b) The content of Consent-to-Establish (CTE), vide Ref. No. 632 dated. 18.02.2010, JSPCB, Ranchi.

(c) The content of Consent-to-Operate (CTO), vide Ref. No. JSPCB/HO/RNC/CTO-7638963/2020/704, dated 25.03.2020, JSPCB, Ranchi.

(d) The content of self certificate/undertaking regarding procurement of raw material from the valid source.

(e) The content of Inspection Report (IR), vide Ref. No. 36, dated 17.01.2022,of Regional office-cum-Laboratory, JSPCB, Hazaribagh.

3. The consent is granted under section 25 / 26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981 to operate the project in Mauza -MARAR , P S -RAMGARH , District -RAMGARH , as follows:

| Project | Site-Area | | Investment (Rs) | Product & Capacity | Period of CTO |
|---|---|---|---|---|---|
| | Plot Nos. | Area | | | Date of issue To |
| In Expansion | 1364, 1405(P) | 19.5 Acres | 74 Crore | Sponge Iron- 100X3 TPD, Captive Power - 5 MW | 31/03/2025 |

**(A) Specific Conditions:**

1. That, the occupier shall operate and maintain Closed Circuit Television (CCTV) camera rather than keeping small openings in shed for frequent observations and sheds should be provided for plant process machineries/ APCD's.

2. That, the occupier shall in no case dispose of the solid waste including fly ash and bottom ash on any agricultural land and keep it within the plant premises. All the solid wastes shall be kept fully covered with wire mesh or soil coating. Different types of solid wastes generated shall be stored separately as per the guidelines of CPCB to avoid adverse effect on air quality and water region.

3. That, the occupier shall make arrangement for operation of the plant in such a way that all pollution control devices shall start before start of conveyor belt/plant operation and similarly all pollution control devices shall be put off only after stopping the operation of the plant.

4. That, the occupier shall maintain zero trade effluent discharge and install a web cam at each outlets of the drain.

5. That, the occupier shall comply fugitive emission standards of 2000 microgram/m3 at a distance of 10 metre from raw material crusher and product handling areas etc.

6. That, the occupier shall operate and maintain air pollution control devices such as ESP & Bag filters regularly.

7. That, the occupier shall provide information regarding shut down of Air Pollution Control Device and plant within 24 hrs. to the Board.

8. That, the occupier shall maintain & operate fixed type water sprinkler at all dusty places inside the plant.

9. That, the occupier shall submit report(s) duly monitored and issued by an NABL accredited / ISO 9001:2008 and OHSAS 18001:2007 certified laboratory in compliance sub-para (2), (3), (4) and (5) of paragraph 3 of this CTO yearly at required periodicity.

10. That, the occupier shall construct and maintain the height of stack as per the prescribed guidelines.

11. That, the occupier shall make water sprinkling arrangement in areas around crushing and screening units, raw material heaps at unloading points, heavy vehicle movement areas, roads and waste dump sites etc

12. That, the occupier shall make extensive plantation of three tier all along the roads and boundary wall of the industry.

13. That, the occupier shall adopt the system of the telescopic chute/any other system to reduce the fugitive emission while loading the products into trucks/fine dust in the bags.

14. That, the occupier shall install and operate SO2 analyzer and shall ensure the data transfer to JSPCB and CPCB server.

15. That, the occupier shall provide software controlled interlocking facility keeping in view of on-line

emission and effluent monitoring system to ensure stoppage of feed conveyor, so that the feed to the kiln should stop automatically, if emergency/safety cap of the rotary kiln is opened or ESP is non - operational.

16. That, the occupier shall comply all the provisions mentioned in MoEF and its guideline/code of practice for pollution prevention for Sponge Iron Plants.

17. That, the occupier shall make the approach road and roads within premises of the plant and work areas asphalted or concreted.

18. That, the occupier shall have its conveyor belt for transporting the materials fully covered all along its way and transfer points of conveyor belt should also be covered and suction system should be connected to de-dusting equipment.

19. That, the occupier shall, use the fly ash generated from AFBC boiler as per notification released by MoEF & CC, New Delhi "Fly Ash Notification" dated 14th September, 1999 and as amended on 25th January, 2016.

20. That, the occupier shall operate and maintain online stack emission monitoring system for particulate matter with connectivity to Jharkhand State Pollution Control Board server and unit shall ensure the data transfer to JSPCB and CPCB server.

21. That, the occupier shall provide separate electricity meter and totaliser for continuous recording of power consumption with all APCD. A logbook shall be maintained for recording of daily meterage of electricity meter connected to all APCDs. The amperage of the ID fan shall also be recorded continuously. No functioning of APCD shall be recorded in the same logbook along with reasons for non-operation of the Pollution Control Equipment.

22. That, the occupier shall construct garland drain, toe wall and settling tanks for storage of solid wastes and raw materials separately and de-siltation of settling tanks shall be done regularly.

23. That, the occupier shall submit performance evaluation report of pollution control devices and equipments to the Board within consent period.

24. That, the occupier shall cover the coal char with wire mesh and keep it within boundary wall and shall submit the photograph of the same as an evidence to the Board.

25. That, the occupier shall comply with all applicable provisions of the Water (Prevention & Control of Pollution) Act, 1974; the Air (Prevention & Control of Pollution) Act, 1981; and the Environment (Protection) Act, 1986 and Rules made there under.

26. That, the occupier shall make provision of Personal Protective Equipment (dust mask, helmet, safety shoes, goggles, ear plugs) and ensure their utilization by all the workers during operation of the plant.

27. That, the occupier shall comply all the provisions mentioned in MoEF notification no. GSR 414 (E), dated 30.05.2008 prescribed in Section 6 and 25 of the Environment (Protection) Act, 1986 (29 of 1986) and its guideline/code of practice for pollution prevention for Sponge Iron Plants.

28. That, the occupier shall install AFBC boiler by 31.12.2022 and submit its report to the Board by 1st

week of Jan'2023.

29. That, this CTO supersedes the CTO granted earlier vide ref. no. JSPCB/HO/RNC/CTO-7638963/2020/704, dated 25.03.2020.

**(B) General Conditions :**

(1) That, the occupier shall maintain the **National Ambient Air Quality Standard** given below:

| S N | Pollutant | Time Weighted Average | Concentration in Ambient Air | |
|---|---|---|---|---|
| | | | Industrial, Residential, Rural and Other Area | Ecologically Sensitive Area (notified by Central Govt.) |
| (1) | (2) | (3) | (4) | (5) |
| 1. | Sulphur Dioxide (SO2), µg/m3 | Annual<br>24 hours | 50<br>80 | 20<br>80 |
| 2. | Nitrogen Dioxide (NO2), µg/m3 | Annual<br>24 hours | 40<br>80 | 30<br>80 |
| 3. | Particulate Matter (size less than 10 µm) or PM10, µg/m3 | Annual<br>24 hours | 60<br>100 | 60<br>100 |
| 4. | Particulate Matter (size less than 2.5 µm) or PM2.5, µg/m3 | Annual<br>24 hours | 40<br>60 | 40<br>60 |
| 5. | Ozone(O3), µg/m3 | 8 hours<br>1 hour | 100<br>180 | 100<br>180 |
| 6. | Lead (Pb) µg/m3 | Annual<br>24 hours | 0.50<br>1.0 | 0.50<br>1.0 |
| 7. | Carbon Monoxide (CO) mg/m3 | 8 hours<br>1 hour | 02<br>04 | 02<br>04 |
| 8. | Ammonia (NH3) µg/m3 | Annual<br>24 hours | 100<br>400 | 100<br>400 |
| 9. | Benzene (C6H6) µg/m3 | Annual | 05 | 05 |
| 10. | Benzo(a) Pyrene(BaP) Particulate Phase only ng/m3 | Annual | 01 | 01 |
| 11. | Arsenic (As) ng/m3 | Annual | 06 | 06 |
| 12. | Nickel (Ni) ng/m3 | Annual | 20 | 20 |

**Note : Serial no. 1 to 4 – Mandatory**
**Serial no. 5 to 12 As applicable for specific type of industry.**

MITHILESH NARAYAN
NOTARY
RANCHI

(2) That, the occupier shall maintain the emission quality within the standard and the quantity, as follows:

| S N | Parameter | Standard |
|---|---|---|
| 1 | Particulate Matter | 150 mg/Nm³ |

(3) That, the occupier shall keep process effluent in close-circuit and the quality of effluent from other sources in conformity with the standard (s) and the discharge quantity as below:

| S N | Parameter | Standard |
|---|---|---|
| 1 | Total Suspended Solids | 100 mg/L |
| 2 | BOD | 30 mg/L |
| 3 | COD | 250 mg/L |
| 4 | Oil & Grease | 10 mg/L |

(4) That, the occupier shall dispose of solid wastes as follows:

| S N | Waste Type | Mode of Disposal |
|---|---|---|
| 1 | Hazardous Carbonaceous Wastes | In co-processing in high temperature furnaces or kilns |
| 2 | Hazardous Non-Carbonaceous Wastes | In TSDF |
| 3 | Non-Carbonaceous Non-Hazardous solid wastes/ Mine Over Burden | As a substitute of Soil or Mineral |

(5) That, the occupier shall keep D G Set(s) within acoustic enclosure and shall keep the height(s) of exhaust pipe(s) as per Central Pollution Control Board norm.

(6) That, the occupier shall install and maintain Central Ground Water Board/ State Ground Water Directorate approved system of rain water harvesting-cum-ground water recharge and submit the photographic view of the structures within a month.

(7) That, the occupier shall grow and maintain greenery of the project in the periphery and other available spaces and shall continue enhancing its plant density and biodiversity.

(8) That, the occupier shall submit environmental statement with supporting stoichiometric calculations analyses reports, every year latest by 30th September of the next financial year.

(9) That, the occupier shall submit report(s) duly monitored and issued by an NABL accredited / ISO 9001:2008 and OHSAS 18001:2007 certified laboratory in compliance sub-para (2), (3), (4) and (5) of paragraph 3 of this CTO yearly at required periodicity.

(10) That, this CTO is valid subjected to the validity of mining Lease/Mining Plan/Ecofriendly/Environmental Clearance, if applicable. In case of no renewal of Mining Lease/Mining Plan, this consent shall be treated as revoked automatically.

(11) That, this CTO is issued from the environmental angle only and does not absolve the occupier from other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility to comply with these conditions laid down in all other laws for the time-being in force, rests with the industry/ unit/ occupier.

(12) That, this CTO shall not in any way, adversely affect or jeopardize the legal proceeding , if any, instituted in the past or that could be , instituted against you by the State Board for violation of the provisions of the Act or the Rules made there under.

(13) That, the occupier shall comply with all applicable provisions of the Water (Prevention & Control of Pollution) Act, 1974; the Water (Prevention & Control of Pollution) Cess Act, 1977; the Air (Prevention & Control of Pollution) Act, 1981; and the Environment (Protection) Act, 1986 and Rules made there under.

**4. That, this CTO shall not absolve the occupier from making compliance of other statutory prescribed under any law or direction of courts or any other instrument for the time being in force.**

**5. That, this CTO is being issued on the basis of information/ documents/ certificate submitted by the unit. This CTO will be revoked if any of the information/documents/certificates/undertaking given by the occupier is found false/fictitious/forged in future.**

**6. The Order shall be valid subject to compliance of all other legal requirements applicable to the unit.**

**7. The State Board reserve the right to revoke, withdraw or make any reasonable variation / change / alteration in conditions of this consent.**

**This is issued with the approval of the Competent authority**

Yatindra Kumar Das Digitally signed by Yatindra Kumar Das Date: 2022.03.25 09:36:15 +05'30'

**[Y. K. Das]**
Member Secretary

Memo No. : JSPCB/HO/RNC/CTO-11688208/2022/345

Dated : 2022-03-25

**Copy to:** M/s Bihar Foundry & Castings Ltd., UNIT: H.A. Sponge & Power, At+PO- Marar, Ramgarh Industrial Area, Ramgarh, Distt- Ramgarh/ Chief Inspector of Factories, Ranchi/ Director of Industry, Government of Jharkhand, Ranchi/ Director of Mines, Government of Jharkhand, Ranchi/ Deputy Commissioner, Ramgarh/ DFO, Ramgarh/ DMO, Ramgarh/ R O, Hazaribagh for information & ensuring compliance of the above.

Yatindra Kumar Das Digitally signed by Yatindra Kumar Das Date: 2022.03.25 09:36:45 +05'30'

**[Y. K. Das]**
Member Secretary

MITHLESH NARAYAN JHA NOTARY RANCHI

# JHARKHAND STATE POLLUTION CONTROL BOARD

TOWNSHIP ADMINISTRATION BUILDING, HEC COMPLEX, DHURWA, RANCHI 834004
Telephone: 0651-2400850 (Fax)/ 2400851/2400852/2401847/2400979/2400139

Ref No. JSPCB/HO/RNC/CTO-4426528/2019/2376 Dated : 2019-11-28

**Consent to operate (CTO) under section 25 /26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981**

1. Application (s) dated 2019-01-04 of BIHAR FOUNDRY & CASTINGS LTD., Occupier Name :HARI KRISHNA BUDHIA for consent under section 25 (1)(b)/25 (1) (c)/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21(1) of the Air (Prevention & Control of Pollution) Act,1981..

2. **Documents Relied Upon:**

(a) The content of Environmental Clearance (EC), vide Ref. No. J-11011/310/2009-I (A)- II (M), dated 30.01.2010.

(b) The content of Consent-to-Establish (CTE), vide Ref. No. 632 (C) dated 18.02.2010, JSPCB, Ranch.

(c) The content of Consent-to-Operate (CTO), vide Ref. No. JSPCB/HO/RNC/CTO-571493/2016/686 dated 26.09.2016, JSPCB, Ranchi.

(d) The content of Inspection Report (IR), vide Ref. No. 682 dated 05.03.2016 of RO Cum Laboratory, JSPCB, Hazaribagh.

(e) The content of uploaded letter ref. No. 2019-20/60 dated 17.05.2019.

3. The consent is granted under section 25 / 26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981 to operate the project in Mauza -MARAR , P S -RAMGARH , District -RAMGARH , as follows:

| Project | Site-Area | | Investment (Rs) | Product & Capacity | Period of CTO |
|---|---|---|---|---|---|
| | Plot Nos. | Area | | | Date of issue To |
| Before Expansion | 1364 (P) (As per application form) | 19 Ha (As per applicati on form) | 400 Lacs (As per application form) | M S Billet-48,000 MT/Annum (as per previous CTO) | 31/12/2024 |

(A) **Specific Conditions:**

1. That, the occupier shall operate Pollution Control Device- Fume Extraction System (FES) regularly and

report to the Board immediately if there is any breakdown in it and submit Stack Monitoring Report and Ambient Air Quality Monitoring.

2. That, the occupier shall keep the waste water generated from Water softener and cooling water for furnace into re circulation and reuse after treatment within the campus.

3. That, the occupier shall inform to Regional Office-Cum- Lab, Hazaribagh and Head Office, JSPC Board,at Ranchi within 24 hrs from the time of closure or opening of the plant.

4. That, the occupier shall purchase raw material only from valid source and shall maintain record of it and shall show the record to the Inspecting Officer during inspection.

5. That, the occupier shall submit point wise compliance report of condition of this Consent to operate 120 days prior to the date of expiry of this consent yearly on successive year.

6. That, the occupier shall dispose hazardous waste as per the provision of Hazardous Waste Management Rules, 2016.

7. That, the occupier shall keep the waste water in closed circuit.

8. That, the occupier shall utilize solid waste entirely.

9. That, the occupier shall submit capacity assessment letter issued by concerned authority within six months/application made for CTO for the further period.

10. That, the occupier shall not operate the slag crusher unit without obtaining EC, CTE and CTO from the Board.

11. That, this CTO supersede the CTO granted earlier vide ref. no. 686, dated 26.09.2016.

12. That, the occupier shall revalidate the EC from competent authority and thereafter obtain CTE accordingly from the Board.

13. That, the occupier shall submit applications for renewal of consent under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981 again 120 days prior to the date of expiry of this consent with requisite fee and documents showing compliance of all of the above conditions.

**(B) General Conditions :**

(1) That, the occupier shall maintain the **National Ambient Air Quality Standard** given below:

NARAYAN JHA NOTARY RANCHI

| S N | Pollutant | Time Weighted Average | Concentration in Ambient Air | |
|---|---|---|---|---|
| | | | Industrial, Residential, Rural and Other Area | Ecologically Sensitive Area (notified by Central Govt.) |
| (1) | (2) | (3) | (4) | (5) |
| 1. | Sulphur Dioxide (SO2), µg/m3 | Annual<br>24 hours | 50<br>80 | 20<br>80 |
| 2. | Nitrogen Dioxide (NO2), µg/m3 | Annual<br>24 hours | 40<br>80 | 30<br>80 |
| 3. | Particulate Matter (size less than 10 µm) or PM10, µg/m3 | Annual<br>24 hours | 60<br>100 | 60<br>100 |
| 4. | Particulate Matter (size less than 2.5 µm) or PM2.5, µg/m3 | Annual<br>24 hours | 40<br>60 | 40<br>60 |
| 5. | Ozone(O3), µg/m3 | 8 hours<br>1 hour | 100<br>180 | 100<br>180 |
| 6. | Lead (Pb) µg/m3 | Annual<br>24 hours | 0.50<br>1.0 | 0.50<br>1.0 |
| 7. | Carbon Monoxide (CO) mg/m3 | 8 hours<br>1 hour | 02<br>04 | 02<br>04 |
| 8. | Ammonia (NH3) µg/m3 | Annual<br>24 hours | 100<br>400 | 100<br>400 |
| 9. | Benzene (C6H6) µg/m3 | Annual | 05 | 05 |
| 10. | Benzo(a) Pyrene(BaP) Particulate Phase only ng/m3 | Annual | 01 | 01 |
| 11. | Arsenic (As) ng/m3 | Annual | 06 | 06 |
| 12. | Nickel (Ni) ng/m3 | Annual | 20 | 20 |

**Note : Serial no. 1 to 4 – Mandatory**
**Serial no. 5 to 12 As applicable for specific type of industry.**

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg. No.

(2) That, the occupier shall maintain the emission quality within the standard and the quantity, as follows:

| S N | Parameter | Standard |
|---|---|---|
| 1 | Particulate Matter | 150 mg/Nm3 |

(3) That, the occupier shall keep process effluent in close-circuit and the quality of effluent from other sources in conformity with the standard (s) and the discharge quantity as below:

| S N | Parameter | Standard |
|---|---|---|
| 1 | Total Suspended Solids | 100 mg/L |
| 2 | BOD | 30 mg/L |
| 3 | COD | 250 mg/L |
| 4 | Oil & Grease | 10 mg/L |

(4) That, the occupier shall dispose of solid wastes as follows:

| S N | Waste Type | Mode of Disposal |
|---|---|---|
| 1 | Hazardous Carbonaceous Wastes | In co-processing in high temperature furnaces or kilns |
| 2 | Hazardous Non-Carbonaceous Wastes | In TSDF |
| 3 | Non-Carbonaceous Non-Hazardous solid wastes/ Mine Over Burden | As a substitute of Soil or Mineral |

(5) That, the occupier shall keep D G Set(s) within acoustic enclosure and shall keep the height(s) of exhaust pipe(s) as per Central Pollution Control Board norm.

(6) That, the occupier shall install and maintain Central Ground Water Board/ State Ground Water Directorate approved system of rain water harvesting-cum-ground water recharge and submit the photographic view of the structures within a month.

(7) That, the occupier shall grow and maintain greenery of the project in the periphery and other available spaces and shall continue enhancing its plant density and biodiversity.

(8) That, the occupier shall submit environmental statement with supporting stoichiometric calculations analyses reports, every year latest by 30th September of the next financial year.

(9) That, the occupier shall submit report(s) duly monitored and issued by an NABL accredited / ISO 9001:2008 and OHSAS 18001:2007 certified laboratory in compliance sub-para (2), (3), (4) and (5) of paragraph 3 of this CTO yearly at required periodicity.

(10) That, this CTO is valid subjected to the validity of mining Lease/Mining Plan/Ecofriendly/Environmental Clearance, if applicable. In case of no renewal of Mining Lease/Mining Plan, this consent shall be treated as revoked automatically.

(11) That, this CTO is issued from the environmental angle only and does not absolve the occupier from other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility to comply with these conditions laid down in all other laws for the time-being in force, rests with the industry/ unit/ occupier.

(12) That, this CTO shall not in any way, adversely affect or jeopardize the legal proceeding , if any, instituted in the past or that could be , instituted against you by the State Board for violation of the provisions of the Act or the Rules made there under.

(13) That, the occupier shall comply with all applicable provisions of the Water (Prevention & Control of Pollution) Act, 1974; the Water (Prevention & Control of Pollution) Cess Act, 1977; the Air (Prevention & Control of Pollution) Act, 1981; and the Environment (Protection) Act, 1986 and Rules made there under.

**4. That, this CTO shall not absolve the occupier from making compliance of other statutory prescribed under any law or direction of courts or any other instrument for the time being in force.**

**5. That, this CTO is being issued on the basis of information/ documents/ certificate submitted by the unit. This CTO will be revoked if any of the information/documents/certificates/undertaking given by the occupier is found false/fictitious/forged in future.**

**6. The Order shall be valid subject to compliance of all other legal requirements applicable to the unit.**

**7. The State Board reserve the right to revoke, withdraw or make any reasonable variation / change / alteration in conditions of this consent.**

**This is issued with the approval of the Competent authority**

RAM PRAVESH KUMAR Digitally signed by RAM PRAVESH KUMAR Date: 2019.11.28 05:10:13 +05'30'

**[Ram Pravesh Kumar]**
Section Head, Hazaribagh

Memo No. : JSPCB/HO/RNC/CTO-4426528/2019/2376

Dated : 2019-11-28

**Copy to:** M/s BIHAR FOUNDRY & CASTINGS LTD., AT & PO- MARAR, RAMGARH INDUSTRIAL AREA, Ramgarh/ Chief Inspector of Factories, Ranchi/ Director of Mines, Government of Jharkhand, Ranchi/ Deputy Commissioner, Ramgarh/ DFO, Ramgarh/ DMO, Ramgarh/ Regional Officer, RO, JSPCB, Hazaribagh for information & ensuring compliance of the above.

RAM PRAVESH KUMAR Digitally signed by RAM PRAVESH KUMAR Date: 2019.11.28 05:11:56 +05'30'

**[Ram Pravesh Kumar]**
Section Head, Hazaribagh

MITHLESH NARAYAN SINHA NOTARY RANCHI Ref. No. A/.....2/87 Ranchi (Jharkhand)

2790 2723

# INDIA NON JUDICIAL

## Government of Jharkhand

### e-Stamp

सत्यमेव जयते

| | | |
|---|---|---|
| Certificate No. | : | IN-JH01948236686329N |
| Certificate Issued Date | : | 13-Oct-2015 04:30 PM |
| Account Reference | : | NONACC (BK)/ jhcanbk02/ GOLA/ JH-RG |
| Unique Doc. Reference | : | SUBIN-JHJHCANBK0202479881913420N |
| Purchased by | : | BIHAR FOUNDRY AND CASTING LTD THRU GAURAV BUDHIA |
| Description of Document | : | Article 35 Lease |
| Property Description | : | MARAR 144 RAMGARH |
| Consideration Price (Rs.) | : | 2,92,06,000<br>(Two Crore Ninety Two Lakh Six Thousand only) |
| First Party | : | RIADA RANCHI |
| Second Party | : | BIHAR FOUNDRY AND CASTING LTD THRU GAURAV BUDHIA |
| Stamp Duty Paid By | : | BIHAR FOUNDRY AND CASTING LTD THRU GAURAV BUDHIA |
| Stamp Duty Amount(Rs.) | : | 11,68,500<br>(Eleven Lakh Sixty Eight Thousand Five Hundred only) |

T-11

कार्यालय जिला अवर निबंधक रामगढ़ (झारखंड)

Please write or type below this line

FOR BIHAR FOUNDRY & CASTINGS LTD.

Gaurav Budhia

DIRECTOR

27-10-15

विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

NARAYAN NOTARY RANCHI

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SHCIL

# Warning

"The contents of this certificate can be verified and authenticated world-wide by any members of the public at www.shcilestamp.com or at any Authorised collection center address displayed at www.shcilestamp.com free of cost."

"Any alteration to this certificate renders it invalid. Use of an altered certificate without all the security features could constitute a criminal offence"

"This document contains security features like coloured background with Lacey Geometric Flexible patterns and Subtle Logo images, Complex ornamental design borders, Anti - copy text, the appearance of micro printing, artificial watermarks and other Overt and Covert features."

(3)

Lease for 30 (thirty years) only

P.S. Ramgarh -

STAMP 1168500=00

अनुच्छेद २१ के अधीन ग्राह्य भारतीय स्टाम्प अधिनियम (इंडियन स्टाम्प एक्ट) १८९* के अनुसूचि १ बाद १ कु स०.....की अधीन यथावश्यक स्टाम्प सहित (या स्टाम्प शुल्क से विमुख या स्टाम्प शुल्क अपेक्षित नहीं)
ता०.....२०.....
28.10.15
जिला निबंधन पदाधिकारी
रामगढ़ (गोला)

FEE PAID 876180=00
A1.....(E)..... 1000=00
Land Lord Fee.....
Process Fee..... 8,77,180=00

THIS DEED OF LEASE entered into this the 28 day of October 2015 **(Two thousand Fifteen)** between the Ranchi Industrial Area Development Authority, an authority constituted under the Bihar Industrial Area Development Authority Act,1973 and having its Head Office at Ranchi, RIADA Bhawan, Namkum Industrial Area, Ranchi. (hereinafter called the lessor which expression shall, unless the context does not so admit, include its successors and assigns) of the one part and **Shri Gaurav Budhia S/o Shri Hari Krishna Budhia** resident of **Near Surendra Nath Seanetory School Depatoli, Old Hazaribagh RoadRanchi-834009 Jharkhand. Director of M/s BIHAR FOUNDRY AND CASTINGS LTD.,** situated at **Ramgarh Industrial Area** which is a firm/ company Act having its registered office at **Main Road, Ranchi-834001.** (herinafter called the 'lessee' which expression shall, unless the context does not so admit, include his/ its heirs, executors and legal representatives/ its successor in business and assigns) of the other part, witnesseth that-

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg. No.
A/AB.22/89

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Budhia
DIRECTOR

विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

35

Indra Bhushan Prasad Sinha.

कार्यालय जिला अवर निबंधक रामगढ़ (गोला)

पिता का नाम.....
निवास.....
लेख्यकारी आवेदक
द्वारा प्रमाणीकृत .....वर्ष.....
के अधीन लेख्य संख्या.....
गोला
रामगढ़ (गोला) के निबंधित किया
स्थापक के हस्ताक्षर
निबंधन अधिकारी
रामगढ़ (गोला)

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg. No.
A/AB 22/89
Ranchi (Jharkhand) India

WHEREAS the lessee has applied to the lessor for a piece of land for the purpose of **Industry** and the lessor has allotted to the lessee the piece of land described and specified in **Part –I** of the schedule appended hereto with all rights, easements and appurtenances thereto belonging to the lessor, excepting and reserving unto the lessor all mines, minerals in and under the said land or any part thereof, for establishing a factory for manufacture of **"Sponge Iron & Captive Power Plant".** AND whereas the Lessee having paid a sum of **Rs. 2,33,81,875.00(Rupees Two Cores Thirtythree Lakhs Eightyone Thousand Eight Hundred Seventyfive only)** (Land Price Rs.2,33,81,875.00 or Service Tax 14% Rs.32,73,463.00 Total Rs.2,66,55,338.00) which is equivalent to **100** percent of the premium price of the said land being demised to him has requested the lessor to grant him a lease and execute the lease deed therefore.

AND WHEREAS the lessor has decided to enter into these presents in respect of the said land on the undertaking that the lessee shall comply with all the terms and conditions for construction work on the said land as set out in the offer of allotment, allotment letter & agreement bond and that he shall complete the construction on the said land within such period and conforming to such plan as may be required and sanctioned by the Lessor and that he will comply with the terms and conditions hereinafter appearing.

**B. PART-II**

NOW THIS INDENTURE AS AGREED BY AND BETWEEN THE PARTIES HERETO WITNESSETH.

1. That the lease of land detailed in Part-I of the schedule is being given hereby for a term of **thirty years** computed from the **1st** day of **October** in the year **Two Thousand Fifteen (01.10.2015)** to the facility of renewal. The rent payable for land shall be doubled every four years and it shall be revised after every ten years.

2. That the lessee shall pay to the lessor the proportionate cost of development of land being leased hereby which would include the cost of construction of roads for communication purposes, administrative charges, interest etc. and such other expenditure as may be decided to be part of the development cost by the lessor. The decision of the lessor as to what would constitute the development cost would be final. Such cost would be subject to revision by the lessor periodically and such revised cost shall be payable by the lessee to the lessor. The lessee shall also be liable to pay any escalation over the present value of the land due to court decree and proportionate rehabilitation cost if any.

MITHLESH NARAYAN OHA NOTARY RANCHI Reg. No. A/AB 22/99 Ranchi (Jharkhand) India

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Budhia
DIRECTOR

27.10.15
विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

3. The lessee shall pay to the lessor :-

(i) That the lessee shall pay annually to the lessor as rent a sum at the rate of Rs. 5000/- (Rupees Five thousand) only i.e. **Rs.25000.00 (Rupees Twentyfive Thousand)** only per acre in one instalment latest by 31st March every year. The said rent will be liable to be enhanced every four years.

(ii) In addition to the premium aforesaid and the rent of the land the lessee shall also pay Rs.7000/- (Rs. Seven thousand) only per acre per year as maintenance charge i.e. **Rs.35000.00 (Rupees Thirtyfive)** only for the demised land which will take effect two calender year after the date of allotment or from the date on which the units comes into production whichever is earlier. The other condition being that the rate of maintenance charge can be modified / revised by the lessor keeping in view the extent of maintenance, price escalation and other factors at the descretion of the lessor.

(iii) In addition thereto if any outstanding dues come to light at any letter date due to error of accounts or otherwise the lessee shall pay the same as well to the lessor with such interest and within such time as the lessor may decide.

(iv) The lessee shall in each year within two months from the expiry of his accounting year supply to the lessor a copy of his profit & loss account pertaining to that accounting year and the business run by him in the demised premises.

(v) That the lessee shall within a period of six months from the date of this indenture complete the construction of the building or any other structure necessary for his business activities to be performed at his expanse and such building or structure shall be safe and sound from the engineering point of view with due provision of amenities and necessities required under the factories act decides which the lessee shall also maintain sufficient plantation and greeneries within the said premises so as to provide proper ecological and environmental balance.

(vi) In case of a private or public limited company or corporation society, the directors and office bearers shall individually and severally be responsible for payment of dues to the lessor.

MITHLESH NARAYAN
NOTARY
RANCHI
Reg. No.
A/AB 22/80
Ranchi (Jharkhand) India

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Budhia
DIRECTOR

B Sinha 27.10.15
विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

3. Whereas, the lessee applied for allotment of Addl. **1.13 Acres** area of land for setting up " **Ferro-Alloys** " industry in the command area of the lessor and the lessor after considering the requirement of land of the lessee, allotted Addl. **1.13 Acres** area of land/ shed/ plot, more fully described in the Land Schedule below, vide allotment order No.**913** dated **08.10.2020** and upon payment of **Rs.13,48,853.00 (Rupees Thirteen Lakhs Fortyeight Thousand Eight Hundred Fiftythree only)** (Land Price@ Rs.47,74,700.00 Per Acre Calculated Land Price Rs.53,95,411.00x25%= Rs.13,48,853.00) towards full premium of land / first installment in case of mega IT industry (*whichever is applicable*), execution of indemnity bond dated Nil and the lessee has been handed over physical possession of allotted land on **30.12.2020.**

4. Whereas, in terms of Authority's Regulations 2015, the lessee has to get the lease deed executed by the lessor and registered within a period of three months from the date of taking possession of the allotted land/ shed. Since the lessee has fulfilled the conditions for execution of lease deed, the lessor executes the lease deed.

For BIHAR FOUNDRY & CASTINGS LTD.

Gaurav Budhia 18.02.21
DIRECTOR

18.02.21
Development Officer
Jharkhand Industrial Area

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Ranchi (Jharkhand)

(38)

कार्यालय जिला अवर निबंधक रामगढ़

रामगढ़

NARAYAN

Ranchi Jharkhand

**AND**

**Shri Gaurav Budhia S/o Shri Hari Krishna Budhia** aged about **29** years, by occupation-Business by Caste-Hindu, by Faith-Hindu, Nationality-Indian, Permanent Resident of **Near Surendranath Centenary School H.B.School, H.B. Road Dipatoli, Ranchi-834009 Jharkhand** EMAIL ID: **bfclgfa@gmail.com** representing the allottee **Shri Gaurav Budhia, Director of M/s.BIHAR FOUNDRY & CASTING LTD., Plot No.C/2,3 Ramgarh Industrial Area, Ramgarh** hereinafter to be referred to as the 'LESSEE' which terms shall include the legal heirs, successors, legal representatives, assigns of the other part.

**PART-I**

**SHORT RECITAL**

1. Whereas, the lessor is an Authority created under section 3 of Bihar Industrial Area Development Authority Act, 1974 as adopted by the Government of Jharkhand vide Notification No.339 dated 02.03.2001 issued by the Department of Science Technology, Information Technology and Industry as Jharkhand Industrial Area Development Authority Act, 2001 and is committed for planned development of industrial area and promotion of industry and matters appurtenant thereto under its command area.

2. Whereas, for fulfillment of its objective the lessor Authority has been making the land available to the intending entrepreneur on lease term basis for setting up industry as per actual requirement and subject to the provisions of Jharkhand Industrial Area Development Authority Act, 2001 as amended from time to time, Jharkhand Industrial Area Development Authority Rules, 2001, Jharkhand Industrial Policy as applicable on the relevant date and the Regulations 2015 of the Authority made in exercise of powers conferred under section 15 of Jharkhand Industrial Area Development Authority Act, 2001.

For BIHAR FOUNDRY & CASTINGS LTD.

Gaurav Budhia 18.02.21

DIRECTOR

18.02.21

Development Officer
Jharkhand Industrial Area
Development Authority
Ranchi

MATHURESH NARAYAN JHA
NOTARY
Ranchi Jharkhand

9/3/2021

विक्रेता का नाम इन्द्रभूषण प्रसाद सिन्हा पिता स्व. श्री नारायण सिंह

निवास.....जिला.....

लेख [illegible] जिला अवर निबंधक रामगढ़

द्वारा [illegible] .....वर्ष.....

अधीन [illegible] में से एक श्री

..1 [illegible].....

पूर्वलिख [illegible] में जिला अवर निबंधक

कार्यालय रामगढ़ में निबंधन के लिए पेश किया

09.03.2021

उपस्थापक का हस्ताक्षर

निबंधन पदाधिकारी

रामगढ़

जिला अवर निबंधक रामगढ़

9/3/21

MITHILESH NARAYAN NOTARY Ramgarh (Jharkhand) India

Lease for 30 thirty years only

P.S. Ramgarh

Stamp 60539=00

निबंधन 21 के अधीन ग्राह्य भारतीय स्टाम्प अधिनियम (केन्द्रीय स्टाम्प एक्ट) 1899 की अनुसूची 1 अनु 1 के सं0...की अनु... स्टाम्प सहित (या स्टाम्प ... स्टाम्प शुल्क अधिनियम ... ता0.....20....

35

09.03.2021

अवर निबंधन पदाधिकारी
रामगढ़

09/03/2021

Stamp Paid- 45404=00
Area-
Anchal-
Rent- 2000=00
Fees Paid-
Al-
LL-
P fees- 47404=00

उपायुक्त रामगढ़ का पत्रांक 414/रा0 दि0 27/02/2020 के आदेशानुसार निबंधन।

**LEASE DEED**

THIS DEED OF LEASE IS made on this the_____ day of 20_____ at _____

**BETWEEN**

The Jharkhand Industrial Area Development Authority, Ranchi Region, JIADA Bhawan 5th floor, Namkum Industrial Area, Lowadih, Ranchi-834010. Represented by its Regional Director/his authorized representative **Sri Niranjan Trikey** S/o **Late Abraham Trikey** aged about **57** years, by Faith-**Christian**. Nationality-**Indian**, Permanent Resident of **JIADA Bhawan Namkum Lowadih, Ranchi**. Local Resident of **JIADA Bhawan Namkum Lowadih, Ranchi** P.O-**Namkum**, P.S-**Namkum** Town-**Ranchi**, District-**Ranchi**, State-**Jharkhand** hereinafter to be referred to as the 'Authority' which terms shall include its successors in office, hereinafter to be referred to as the 'LESSOR' or the 'AUTHORITY' which expression shall, where in the context show admits or implies, includes successor in office and permitted assign of the first part

09/03/2021

For BIHAR FOUNDRY & CASTINGS LTD.

Sawar Rudlip
18.02.21
DIRECTOR

18.02.21
Development Officer
Jharkhand Industrial Area
Development Authority
(Ranchi Region)

2021/RAM/477 463 319

# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

**NON JUDICIAL**

**Receipt Number :** 968114ba0b8842c78de1

**Receipt Date :** 11-Feb-2021 12:20:54 pm

**Receipt Amount :** 60539/-

**Amount In Words :** Sixty Thousands Five Hundred And Thirty Nine Rupees Only

**Token Number :** 20210000018470

**Office Name :** SRO - Ramgarh

**Document Type :** Lease

**Payee Name :** MS BIHAR FOUNDRY AND CASTING LTD THROUGH BISHNU PRASAD UPADHAYA ( Vendee )

**GRN Number :** 2104354394

-: For Office Use :-

LESH NARAYAN NOTARY Ranchi (Jharkhand)

09.03.2021

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय

(44)

कार्यालय जिला अवर निबंधक रामगढ़ (झारखंड)

MITHLESH NARAYAN
NOTARY
RANCHI
Ranchi (Jharkhand) India
A/AD 2/8

# निबंधन विभाग, झारखंड
## गोला

Token No.11 Token Date: 28/10/2015 13:35:34
Serial/Deed No./Year :2790/2723/2015
Deed Type: Lease Deed

| SN | Party Details | Photo | Thumb |
|---|---|---|---|
| 1 | **Riada, Ranchi Through Indra Bhushan Prasad Sinha**<br>Father/Husband Name:Late Tej Narayan Singh<br>(LESSOR)<br>Riada, Ranchi |  |  |
| 2 | **Bihar Foundry And Casting Ltd. Through Gaurav Budhia**<br>Father/Husband Name:Hari Krishna Budhia<br>(LESSEE)<br>Dipatoli, Ranchi |  |  |
| 3 | **Bishnu Pd. Upadhaya**<br>Father/Husband Name:Late G.D. Upadhaya<br>(Identifier)<br>P.P. Compound, Ranchi |  |  |
| 4 | **Pradeep Ram**<br>Father/Husband Name:Suresh Ram<br>(Witness1)<br>Pandra, Ranchi | ☒ | ☒ |

| | |
|---|---|
| Book No. | I |
| Volume | 124 |
| Page | 109 To 154 |
| Deed No | 2790/2723 |
| Year | 2015 |
| Date | 28/10/2015 15:33:32 |

28.10.15
Registering Officer

28/10/15
Signature of Operator

MAHESH NARAYAN
NOTARY
RANCHI
A/L 2/8
Ranchi Jharkhand India

# निबंधन विभाग, झारखंड
## गोला
### जांच पर्चा-सह घोषणा प्रपत्र (नियम 114)

Token No: 11 | Token Date/Time: 28/10/2015 13:35:34

| | | | | | |
|---|---|---|---|---|---|
| Document Type | Lease Deed | Presenter | Riada, Ranchi Through Indra Bhushan Prasad Sinha | | |
| Presenter' Name & Address | Riada,Ranchi | | | Date of Entry | 28/10/2015 |
| Stampable Doc. Value | 0 | DOE | | Total Pages | 46 |
| Document/Transaction Value | 0 | Stamp Value | 1168500 | Book | I |
| Special Type | | Serial No. | | CNO/PNO | Not Req. |
| Remarks / Other Details | | Old Serial No. | / | | |
| **Property Details:** | | App. ID | | e-Stamp Cert. No. | IN-JH01948236686329N |

| Anchal | Th.No. | Wrd/Hlk | Mauza | Kh. No. | Plot No | Plot Type | Boundary North | Boundary South | Boundary East | Boundary West | H No | Category | Area | Min. Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RAMGARH | 144 | 0 | MARAR | 1 | 1364 P | | 1364 P | 1364 P | 1359 P | 1364 P | | | 500 Decimal | |

**Other Property Details:**

| Property Type | Th. No. | Wrd | Mauza | Location | Area | Rate | Amount |
|---|---|---|---|---|---|---|---|

**Party Details:**

| SN | P Type | Party Name | Father/Husband | Occup. | Relation | Caste | Gender | PAN/F 60 | UID | Mobile | Pres. Address | Perm. Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | LESSOR | Riada, Ranchi Through Indra Bhushan Prasad Sinha | Late Tej Narayan Singh | Service | अज्ञात | काएस्त | Male | | | 9431359644 | Riada, Ranchi | riada, ranchi |
| 2 | LESSEE | Bihar Foundry And Casting Ltd. Through Gaurav Budhia | Hari Krishna Budhia | Business | कोई संबंध नहीं है | बनीया | Male | | | 9934012651 | Dipatoli, Ranchi | dipatoli, ranchi |
| 3 | Identifier | Bishnu Pd. Upadhaya | Late G.D. Upadhaya | Business | कोई संबंध नहीं है | ब्रहामण | Male | | | | P.P. Compound, Ranchi | p.p. compound ranchi |
| 4 | Witness1 | Pradeep Ram | Suresh Ram | Service | कोई संबंध नहीं है | रवानी कहार | Male | | | | Pandra, Ranchi | pandra ranchi |

**Fee Details:**

| SN | Description | Amount | CHC | Net Amount |
|---|---|---|---|---|
| 1 | SP | 690.00 | 0.00 | 690.00 |
| 2 | E | 1,000.00 | 10.00 | 1,010.00 |
| 3 | A1 | 876,180.00 | 8,761.80 | 884,941.80 |
| Total | | **877,870.00** | **8,771.80** | **886,641.80** |

मिलान किया सही पाया
Indra Bhushan Prasad Sinha
28/10/15

उपरयुक्त प्रविष्टियाँ दस्तावेज में अंकित तथ्यो के अनुरूप है।

दस्तावेज लेखक का हस्ताक्षर 28/10/15

प्रस्तुतकर्ता का हस्ताक्षर

निबंधन पूर्व सारांश में इंपुट फार्म के अनुरूप डाटा इंट्रि की गई है।

डाटा इंट्रि ऑपरेटर का हस्ताक्षर 28.10.15

उपरयुक्त Riada Ranchi through Indra Bhushan prasad Sinha ने इस दस्तावेज के निष्पादन को मेरे समक्ष स्वीकार किया

जिसकी पहचान Bishnu Pd. Upadhaya पिता Late. G.D. Upadhaya निवासी Ranchi पेशा Business ने की।

Indra Bhushan Prasad Sinha.

28.10.15
निबंधन पदाधिकारी का हस्ताक्षर

# Issue Token

| | |
|---|---|
| Presenter/Executant's Name | |
| Token For | Registry |
| Counter No. | 1 |
| Online Application ID (If Any) | Verify On-line Payment |
| e-Stamp Certificate No. (If Any) | IN-JH01948236686329N Verify |

Issue Token

IN-JH01948236686329N:
**Stamp Details For Verification. Please click issue after verification**

| | |
|---|---|
| CertificateNo: | IN-JH01948236686329N |
| CertificateIssuedDate: | 13-Oct-2015 04:30 PM |
| AccountReference: | NONACC (BK)/ jhcanbk02/ GOLA/ JH-RG |
| UniqueDocReference: | SUBIN-JHJHCANBK0202479881913420N |
| Purchasedby: | BIHAR FOUNDRY AND CASTING LTD THRU GAURAV BUDHIA |
| DescriptionofDocument: | Article 35 Lease |
| PropertyDescription: | MARAR 144 RAMGARH |
| ConsiderationPriceRs: | 2,92,06,000 |
| FirstParty: | RIADA RANCHI |
| SecondParty: | BIHAR FOUNDRY AND CASTING LTD THRU GAURAV BUDHIA |
| StampDutyPaidBy: | BIHAR FOUNDRY AND CASTING LTD THRU GAURAV BUDHIA |
| StampDutyAmountRs: | 11,68,500 |

***Maximum Token Issue Time : 2 PM***

Indra Bhushan Prasad Sinha

(48)

**रॉची औद्योगिक क्षेत्र विकास प्राधिकार,**
**रियाडा भवन, नामकुम औद्योगिक क्षेत्र, लोबाडीह, रॉची।**

पत्रांक– 1398 दिनांक– 27-10-2015

प्रेषकः

श्री विनोद कुमार सिन्हा,
विकास पदाधिकारी।

सेवा में,

जिला अवर निबंधक,
गोला रामगढ़।

विषयः–सर्वश्री बिहार फाउण्ड्री एण्ड कास्टींग लिमिटेड, रामगढ़ औद्योगिक क्षेत्र का पट्टाकरण के संबंध में।

महाशय,

उपर्युक्त विषयक के संबंध में कहना है कि सर्वश्री बिहार फाउण्ड्री एण्ड कास्टींग लिमिटेड, रामगढ़ औद्योगिक क्षेत्र का पट्टाकरण कागजात निबंधन करने की कृपा की जाय। प्राधिकार की ओर से श्री इन्द्रभूषण प्रसाद सिन्हा, आशुटंकक, रियाडा, रॉची कागजात उपस्थापित करेगें जिनका हस्ताक्षर नीचे अभिप्रमाणित है।

विश्वास भाजन,

BSinha 27.10.15

विकास पदाधिकारी।

Imm BSinha 27.10.15

(इन्द्रभूषण प्रसाद सिन्हा)
आशु टंकक, रियाडा, रॉची।

NOTARY RANCHI Reg. A/AB 22/89

(48)

कार्यालय जिला अवर निबंधक
रामगढ़ (गोला)

MITHILESH NARAYAN
NOTARY
RANCHI
Reg. No.
A/A6 22/89
Ranchi (Jharkhand) India

भारत निर्वाचन आयोग
पहचान पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD

MGY1803816

निर्वाचक का नाम : विष्णु प्रसाद उपाध्याय
Elector's Name : Bishnu Prasad Upadhaya
पिता का नाम : गंगा धर उपाध्याय
Father's Name : Ganga Dhar Upadhaya
लिंग/ Sex : पुरुष/ Male
1.1.2008 को आयु
Age as on 1.1.2008 : 38

पता : MGY1803816
म.सं. 263
गली/मो0 पी. पी .कम्पाउण्ड,
पो0 जी.पी.ओ. थाना-चुटिया
जिला/पिन रांची 834001
Address :
H.No. 263
Strt/Mohalla P.p.compound,
Post Off. G.p.o. P.s- Chutiya
District/Pin Ranchi 834001

Date : 11.12.2008

63 - रांची निर्वाचन क्षेत्र के
निर्वाचक रजिस्ट्रीकरण अधिकारी
के हस्ताक्षर की अनुकृति
Facsimile Signature of the
Electoral Registration Officer
for 63 - Ranchi Assembly Constituency

पता बदलने पर, नये पते पर अपना नाम निर्वाचक नामावली में दर्ज करवाने तथा उस पते पर इसी नम्बर का कार्ड पाने के लिए सम्बंधित फार्म में यह कार्ड नम्बर अवश्य लिखें
In case of change in address, mention this card No. in the relevant form for including your name in the roll at the changed address and to obtain the card with same number.

183/0658

Self attested
Bishnu Pd Upadhaya
28/10/15

MAHESH NARAYAN JHA
NOTARY
RANCHI
AAE 2/89

(54)

कार्यालय जिला अवर निबंधक
रायगढ़ (छ.ग.)

INDIAN UNION DRIVING LICENCE JHARKHAND STATE

0017653 Duplicate

Name GAURAV BUDHIA

S/o HARI KRISHNA BUDHIA

ID Mark1

ID Mark2

FORM 7

DL No. JH-01/2006/0015899

Issue Dt. 15-JUL-2006

Validity(T)

Validity (NT) 14-JUL-2026

DOB 05-JUN-1988

Blood Group A+

Badge No.

Validity

Endorse No. JH-01/DL/01596 /2010

Endorse Auth. JH-0120103

Date 09-DEC-2010

| Class | M CYL | LMV-NT | | |
|---|---|---|---|---|
| | MOTOR CYCLE WIT | LIGHT MOTOR VEH | | |
| Issued On | 15-JUL-2006 | 15-JUL-2006 | | |

Address: NEAR SURENDRA NATH CENTENARY SCHOOL DIPATOLI RANCHI, JHARKHAND

Hazardous Goods Validity

Quasi Jrnls Region Validity

Public Carriage No.

Issuing Authority JH-01200100000003

Signature of Card Holder

Signature of Issuing Authority

सत्यमेव जयते सरकार

Self attested

Gaurav Budhia

28/10/15

MAHESH NARAYAN JHA
NOTARY
RANCHI
Ranchi Jharkhand

(53)

(54)

INDIAN UNION DRIVING LICENCE JHARKHAND STATE

Renew
Name INDRA BHUSHAN PRASAD SINHA
S/D TEJ NARAYAN SINGH
Mark1
Mark2

FORM 7

DL No. JH-01/2006/0027077
Issue Dt 17-MAY-2006
Validity(T)
Validity (NT) 03-SEP-2017
DOB 05-SEP-1962
Blood Group O+
Badge No.
Validity
Endorse No. JH-01/DLR/12/98 /2012
Endorse Auth. JH-01/01/2
Date 01-SEP-2012

| Class | M.CYL | LMV-NT | | |
|---|---|---|---|---|
| | MOTOR CYCLE WI | LIGHT MOTOR VEH | | |
| Issued On | 17-MAY-2006 | 17-MAY-2006 | | |

Address E.W.S 132, HARMU HOUSING COLONY, RANCHI

Signature of Card Holder

Hazardous Goods Validity
Driving in Hill Region Validity
Invalid Carriage No.
Issuing Authority JH-01/01/20060013

Signature of Issuing Authority

self attested

Indra Bhushan Prasad Sinha
28/10/15

MAHESH NARAYAN JHA
NOTARY
RANCHI
Ranchi Jharkhand India

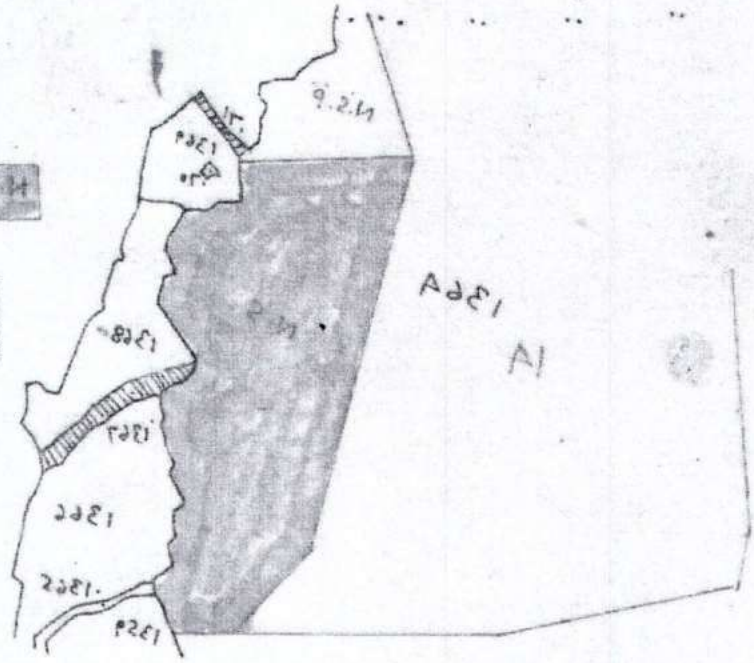
M/s BIHAR FOUNDRY AND CASTINGS LTD.
INDUSTRIAL AREA, RAMGARH

VILLAGE: MARAR
THANA : MANDU
THANA No. 144
DISTRICT: RAMGARH

SCALE: 16" = 1 MILE

ALLOTTED INDL. PLOT No. N.S.
SHOWN IN RED WASH

| KHATA No. | SURVEY PLOT No. | AREA IN ACRE |
|---|---|---|
| 1 | 1364 P | 5.00 ACRES |




BOUNDARY
NORTH: BY SURVEY PLOT No. 1364P, 1367P, 1369P & INDL. PLOT No. N.S.P.
SOUTH: " " " 1364P & INDL. PLOT No. 1A P & INDL. BOUNDARY
EAST: " " " 1364P, 1366, 1367, 1368, 1369 & INDL. BOUNDARY
WEST: " " " 1364P & INDL. PLOT No. 1A P.

CERTIFIED THAT THE ORIGINAL AND DUPLICATE LEASE PLAN ARE TRUE, EXACT & REPRODUCTION OF EACH OTHER

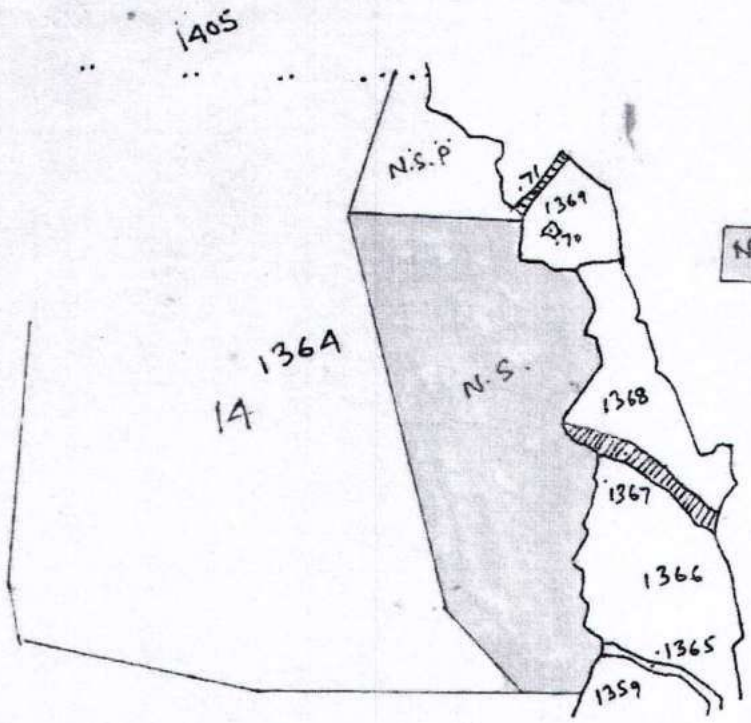
CHECKED BY:

FOR BIHAR FOUNDRY & CASTINGS LTD.

DIRECTOR

जिला पदाधिकारी
रांची

M/S BIHAR FOUNDRY AND CASTINGS LTD. (54)
INDUSTRIAL AREA RAMGARH





VILLAGE: MARAR
THANA : MANDU
THANA No. 144
DISTRICT : RAMGARH

SCALE : 16" = 1 MILE

N.S. ALLOTTED INDL. PLOT No. N.S. SHOWN IN RED WASH.

| KHATA NO. | SURVEY PLOT NO. | AREA IN ACRE |
|---|---|---|
| 1 | 1364 P. | 5.00 ACRES |

BOUNDARY

NORTH: BY SURVEY PLOT No. 1364P. 1367P. 1369P. & INDL. PLOT No. N.S.P.
SOUTH: " " " " 1364P. & INDL. PLOT No. 14 P. & INDL. BOUNDARY
EAST: " " " " 1359P. 1365. 1366. 1367. 1368. 1369 & INDL. BOUNDARY
WEST: " " " " 1364P. & INDL. PLOT No. 14P.

CERTIFIED THAT THE ORIGINAL AND DUPLICATE LEASE PLAN ARE TRUE, EXACT & REPRODUCTION OF EACH OTHER

CHECKED BY:

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Rudhia
DIRECTOR

B Sinha 27.10.15
विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

MITHLESH NARAYAN
NOTARY
RANCHI
Ranchi Jharkhand

(57)

कार्यालय जिला अवर निबंधक रामगढ़ (गोला)

कार्यालय जिला अवर निबंधक रामगढ़ (गोला)

NOTARY
RANCHI
Regd. No.
A/AB 22/0

58

Indra Bhushan Prasad Sinha
28/10/2015

Gauri Budhia
28/10/2018

M. THILESH NARAYAN JHA
NOTARY
RANCHI
Reg. No.
A/AB 22/99
Ranchi (Jharkhand)

(53)

कार्यालय जिला अवर निबंधक रामगढ़ (झारखंड)

M. THALESH NARAYAN
NOTARY
RANCHI
Reg. No.
A/AB 22/89
Ranchi (Jharkhand) India

PART-II

SCHEDULE

(Description of Land)

ALL THAT piece of land known as Indl. Plot No. **NS** in the **Ramgarh Industrial Area** consisting of Revenue Survey Nos.**1364P** Khata **No.01** within the village limits of **Marar,** Thana **Mandu** Thana No.**144** District- **Ramgarh** containing by admeasurement **5.00 Acre or 217800sft.** there about and bounded as follows, that is to say.

| | | |
|---|---|---|
| On or towards the North by S.P.No. | - | **1364P, 1367P, 1369P & Indl. Plot No.NSP** |
| On or towards the South by S.P.No. | - | **1364P & Indl. Plot No.14P & Indl. Boundary** |
| On or towards the East by S.P.No. | - | **1359P, 1365, 1366,1369,1368,1369P & Indl. Boundary** |
| On or towards the West by S.P. No. | - | **1364P & Indl. Plot No.14P** |

IN WITNESS WHERE OF the Lessor has caused **SHRI BINOD KUMAR SINHA, Development Officer** and Officer authorized by it, to set his hand and affix the common seal hereto and the Lessee has hereunto set his hand and seal on the day and years first above written.

BSinha 27.10.15

विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

SIGNED, SEALED AND DELIVERED

By **SHRI BINOD KUMAR SINHA, Development Officer.**

Officer of the Ranchi Industrial Area Development

Authority, Ranchi in the presence of :

BSinha 27.10.15

विकास पदाधिकारी
(Full राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

Name

1. Signature (Full name in block letters ) INDRA BHUSHAN PRASAD SINHA

2. Signature (Full name in block letters ) SINGEETA KUMARI

SIGNED, SEALED AND POSSESSION TAKEN

By the above named Lessee

in the presence of :

1. Signature (Full name in block letters) BISHNU PD UPADHAYA S/o Late G.D. Upadhaya P.P. Compound, Ranchi

2. Signature (Full name in block letters) ... S/o Suresh Ram Pandra, Ranchi

NOTARY RANCHI Reg. No. A/AB 22/89

FOR BIHAR FOUNDRY & CASTINGS LTD.

DIRECTOR

BSinha 27.10.15

विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

(67)

कार्यालय जिला अवर निबंधक रामगढ़ (गोला)

MITHILESH JHA
NOTARY

IN WITNESS THEREOF the common seal of **M/s. BIHAR FOUNDRY AND CASTINGS LTD., Ramgarh Industrial Area, Ramgarh** here upto been affixed and those presents signed.

FOR BIHAR FOUNDRY & CASTINGS LTD.

For and on behalf of the
Gaurav Budhia
DIRECTOR

Witness :

1. Bishnu Pd. Upadhaya, Placompound GPO Chutia Ranchi
2. प्रदीप राम रातो स्टील पड़ा राँची

IN WITNESS THEREOF THE hand of **SHRI BINOD KUMAR SINHA, Development Officer, Ranchi Industrial Area Development Authority, Ranchi** for and on behalf of the Authority has been affixed on the date and year first above written.

BSinha 27.10.15

**Development Officer**
विकास पदाधिकारी
For and on behalf of the
राँची औद्योगिक क्षेत्र विकास प्राधिकार
Industrial Area Development Authority
राँची
RANCHI

Certified that the original and duplicate lease are true and exact and re-production of each other.

BSinha 27.10.15

**Development Officer**
विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

WITNESS :

1. Indra Bhushan Prasad Sinha, Steno, RIADA
2. Sangeeta Kumari Store Keeper, RIADA

In witness thereof the Lessee has signed this deed of lease this day the.....of .....2015 (Two Thousand Fifteen )

Witness :

1. Bishnu Pd. Upadhaya P.P. Compound GPO Chutia Ranchi
2. प्रदीप राम रातो स्टील पड़ा राँची

MATHLESH NARAYAN
NOTARY
RANCHI
Regd. No. A/AB 22/86
Ranchi Jharkhand

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Budhia
DIRECTOR

BSinha 27.10.15
विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिका
राँची

(67)

कार्यालय जिला अवर निबंधक
रामगढ़ (गिरिडीह)
28/10/17

MATHLESH NARAYAN SINHA
NOTARY
RANCHI
A/D 22/99
Ranchi, Jharkhand, India

7. In case of breach by the lessee of the terms and conditions of this lease the lessor shall have right to resume and enter upon the whole of the said land without payment of any compensation to the lessee and upon such re-entry,all and every interest of the lessee in the said and shall cease and determine. Provided that the lessee shall be given by the lessor reasonable opportunity to show cause and rectify the ommission or defects, if any.

8.. If this lease hold is terminated on account of the breach or non-observance of the conditions of this lease, there shall be no revival thereof under any condition. On the other hand fresh lease thereof may be taken by the lessee subject to the pleasure of the lessor and such fresh lease for all purposes and interest shall be an altogether new lease subject to new rates prevailing at the time for lands etc. of such new lease.

9. Any notice sent by the lessor to the lessee on the address of the lessee as given in this lease deed shall be deemed to have been sent to him by his correct address unless the lessee has got any change in his address recorded in the office of the Lessor and has obtained a certificate of such recording.

10. Should any dispute or difference arise concerning the meaning or interpretation of any clause or provisions contained in this lease the same shall be referred to the Managing Director, Industrial Area Development Authority, Ranchi and the decision of the Managing Director on such disputes or differences shall be final, conclusive and binding on the parties thereto.

11. That the lessee paying the rent and other charges and observing the several covenants and conditions contained in these presents shall hold and enjoy the land upto the terms of the lease without interruption by the lessor.

12. That the lessor and lessee shall have their rights subject to the liabilities of a lessor and lessee respectively in accordance with Section 108 of the Transfer of Property Act, 1882 except clause (i) and (p) thereof and it is hereby declared that the lessor shall have the fullest liberty to postpone for any time and from time to time any action open to him under any of the powers exercisable by him against the lessee and to either enforce or forbear any of the conditions and convenants contained in these presents.

The cost and expense incidental to the preparation, execution and registration of this lease deed shall be borne and paid by the lessee.

13. Subject to all the terms and conditions set out above the leasehold described in Schedule-1 hereto is delivered by the Lessor to the Lessee and possession thereof taken by the Lessee.

ESH [illegible]
NO[illegible]
RANCHI
Reg. No.-
A/AB 22/09

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Rudhia
DIRECTOR

27.10.15
विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

65

MITHILESH NARAYAN
NOTARY
RANCHI
A/11-2/89
Ranchi Jharkhand India

(viii)Annual inspection of all allotted plots to find out its utilization shall be made by RIADA. The case of enterprises not utilizing the plot or inadequately utilizing the plot for the purpose, for which the allotment was made, may be considered for cancellation. After land allotment in industrial are if a fully functional industry is not setup by the allottee within stipulated time (2 years for Micro and Small Enterprises and 5years for medium/large enterprises), the allotment of land will be cancelled.

(ix)The lessee shall after cancellation of the leasehold make over possession of the leasehold within one month from such cancellation failing which lessor shall enter into possession thereof. In the event of such entry by the Lessor on the leasehold the Lessee shall be entitled to remove within six months from the date of such re-entry all his structures, installations, machineries and other assets from the land, after which the same shall stand forfeited to the Lessor.

(x)The Lessee shall give priority in employments in his Industrial Unit to the displaced persons of this Industrial Area/Estate.

(xi)The lessee, in employing non-technical and technical workforce in the industrial units to be established in the scheduled property, shall give minimum 50% employment to normal residents of Jharkhand including those who have completed a minimum study period of four years from class IX onward in the state, in non-technical category and minimum 25% employment in technical category.

(xii)The lease shall be liable to be cancelled if the allottee is found encroaching upon the land of the lessor.

(xiii)Industrial Area Development Authority shall be entitled for detailed transparent and objective policy of transfer, ownership change, allotment of plots including suitable lease deed and lease rent, development charges, maintenance charges etc. to be realized from time to time.

(xiv)The implementation of Rain water Harvesting, Strom Water Harvesting and Recycling and Re-Use of Waste Water in industrial units should be ensure.

6. The land/ sheds allotted for the purpose of setting up of Industrial unit shall not be allowed to be used for any other purpose other than the purpose for which the land has been leased. It would also be ensured that land is utilized as per the land use plan approved by RIADA.

NOTARY RANCHI Reg. No.- A/AB 22/99

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Budhia
DIRECTOR

27.10.15
विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

(27)

NOTARY
RANCHI
A/AR 22/80
Ranchi (Jharkhand) India

(ii)No change in the lease proprietorship or partnership or if it a private limited or unlimited company shall be recognized without the previous written consent of the lessor and without proper registration of such changed status under the relevant Act.

(iii)If the lessee assigns its lease hold interest with the written consent of the lessor in the land described in Part-I of the schedule hereunder such assignee shall duly get his/its or their name or names registered with the lessor within four calender months after obtaining possession of the holding and will possess and use the land and be bound by all terms, convenants and condition herein contained.

(iv)In case of any change in the ownership or possession of the leasehold or any part thereof either by auction purchase or transfer by the lessee with the permission of the lessor in terms of the conditions of this deed such person so stepping into the shoes of this lessee shall execute a fresh lease deed on the same terms and conditions as of this lease and such person shall not be entitled to use this leasehold or any part thereof for any other purpose or any other industry than the one for which this lease has been granted. In case however such person intends to use this leasehold or any part thereof so transferred to him for any other industry or purpose than the one for which this lease has been granted such lease with such person shall be subject to approval by the lessor for such other industry or purpose and on such approval shall be on new rates prevailing at that time for the lands etc. in question.

(v)That the lessee shall correctly mark and keep demarcated the boundaries of the said land and point them out to the inspecting officers of the Government and the Industrial Area Development Authority, Ranchi.

(vi)That the lessee shall not, except with the written consent of the lessor use the land for any purpose other than the one for which this lease is granted and the leasehold shall be enjoyed by him subject to such restriction and conditions as may be enjoined by different laws which are or may be for the time being in force.

(vii)In case necessary effective steps are not started within six months from the date of this deed to establish the industry the lessor may in such event, cancel the lease and also forfeit any amount deposited by the lessee towards the lease. The Lessor shall, however, before cancelling the lease issue a show cause notice allowing one month time to the lessee to put up his case. The allottee on being dissatisfied with the order of the authority may file an appeal to the State Government within one month and the State Government shall after due consideration dispose it of within two months from the date of receipt of the appeal .The lessor after cancellation of allotment will resume possession of the shed/plot etc.

NILESH KARMY
NOTARY
RANCHI
Reg. No.-
A/A.B.22/89
Jharkhand India

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Rudkie
DIRECTOR

27.10.15
विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

(62)

कार्यालय जिला अवर निबंधक रामगढ़ (गोला)

NARAYAN
NOTARY
Ranchi Jharkhand

(B)The lessee shall in case of the mortgage as aforesaid give a written information of the date of the execution of the mortgage, property mortgaged and name of the financial institution concerned. In any case, the mortgagee financial institution shall give the same information forthwith to the lessor.

(C)The purchaser of the mortgaged property on sale or otherwise in so far as it includes the leasehold or any portion of it shall get his name mutated in the office of the lessor in place of the lessee in respect of the same.

(D)The financial institution which takes the mortgage of the leasehold or any part thereof in the event of sale thereof shall obtain prior information about the dues thereon of the lessee to the lessor and indicate in the notice for sale that the purchaser will be given possession of the leasehold by such institution only after such purchaser deposits such dues of the lessor in the office of the lessor and produces a clearance certificate issued by the lessor in the office of such institution.

To avoid any confusion it is made clear that the financial institution taking the mortgage of the leasehold or any part thereof shall if the sale of the leasehold or any part thereof as the case may be becomes necessary do so after obtaining information about the dues of the Lessor from the office of the Lessor and clearly indicate the same in the sale notice also stating therein that the property so sold shall not be delivered possession of to the purchaser by the said financial institution unless the said dues of the Lessor have been paid in full and shall not deliver the property so sold to such purchaser unless such payment has been made.

(E)That the Lessee shall specifically apprise the financial institution to which the leasehold or any part thereof is mortgaged of the condition stipulated in clause(D) above and make it a term of such mortgage with such institution.

(F)In the event of sale or transfer of the mortgaged property by/or with the consent of the financial institution to which the land/shed, etc. are mortgaged, it should be specifically mentioned in the sale or other notice issued by the financial institution that in the event of the purchaser changing the name and style of the unit and/or changing the project from that for which the original lease was granted, mutation in the office of the lessor shall be carried out in favour of the purchaser on payment of balance amount calculated as per prevailing rates for land/shed etc.

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Ranchi Jharkhand India

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Rudhia
DIRECTOR

27.10.15
विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिका
राँची

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कार्यालय जिला अवर निबंधक रामगढ़

MITHILESH NARAYAN JHA
NOTARY
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A/AB
Ranchi

(xii)That the lessee shall not do or permit anything to be done on the demised premises which may be or amount to nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.

(xiii)That the lessee shall not interefere with or cause damage to the properties of the Lessor whether located inside or outside the premises such as water supply lines, drainage lines, street-lights and such other properties. In case the Lessee be found to be interfering with or damaging the properties, of the Lessor it would amount a breach of the conditions of the lease and the lessee would be liable to be evicted from the premises occupied by him under provisions of the Bihar Public Permises (Eviction of unauthorized Occupants) Act, 1972 or any other law for the time in force and the lessor will be entitled to recover the cost of making good such damages with penalty as it may determine and such amount would be recoverable as an arrears of land revenue.

5. The lessor and the lessee hereby convenant and agree as follows :-

(i)That the lessee shall not assign, mortgage, underlet or sublet the whole or any part of the leasehold or in any way part with his possession over the land or any right or interest therein or in respect thereof without the previous consent of the lessor in writing, provided that in case of registered Small Scale Industries no separate permission will be required to be obtained by the lessee for mortgaging it with any financial institutions aided, owned or recognized by Government or created under a statute, for raising loan for the purpose of the industry for which the land was allotted, and in that case the dues of the Industrial Area Development Authority, Ranchi, shall be the first charge on the properties under mortgage Pari-Passu with the dues of such financial institution.

However such mortgage to such financial institutions shall be subject to the following conditions :-

(A)The leasehold shall not be the only property mortgaged by the lessee to such financial institution for raising such loan and shall include such other property also of the lessee which taken together with the leasehold constitutes sufficient security for realization of the dues of the lessor on the leasehold as also the dues of such financial institution and in case of sale of a part or whole of the mortgaged property the dues of the lessor on the leasehold shall be satisfied first and this will have to be clearly stipulated in the mortgaged deed entered into by the lessee with such financial institution.

NOTARY RANCHI

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Budhia
DIRECTOR

27-10-15
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राँची

(73)

कार्यालय जिला अवर निबंधक
रामगढ़ (झारखण्ड)
28/10/12

NOTARY
RANCHI
R.E.
A/AB 2/80

(vii)That the lessee shall not make any excavation upon any part of the demised premises nor remove any stone, sand, gravel, clay or earth there from except for the purpose of digging foundation of the building or for the purpose of executing any work pursuant to the terms of this lease.

(viii)That the lessee shall at his own expense an access road leading from the nearest public thoroughfare to the demised premises and shall at all times thereafter maintain the same in good order and condition to the satisfaction of the Lessor.

(ix)That the lessee shall observe and conform to all rules, regulations and bye-laws of the local Authorities concerned, including making of timely payments as required by such authorities or any other statutory regulations in any way relating to public health and sanitation for the time being in force and that he shall provide sufficient latrine accommodation and other sanitary arrangement for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surrounding clean and in good condition to the satisfaction of the Lessor and shall not without the previous consent in writing of the lessor permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof As regards industrial effluents produced in the course of the industry carried on the demised premises the Lessee shall treat the effluent to the standards fixed by the Pollution Control Board and shall thereupon discharge the same.

(x)That throughout the said term the lessee shall at his own expense pave, cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colouring and white washing) to the satisfaction of the lessor the building and premises and the drains, compound walls and fences belonging thereto and all fixtures and addition thereto.

(xi)That the Lessee shall permit the lessor or his representatives to enter into or upon the demised premises to inspect the state of affairs thereof and if upon such inspection it shall appear that any action is necessary on behalf of the lessee, the lessee shall be called upon by the lessor to execute such actions and upon his failure to do so within a reasonable time the Lessor may execute them at the expense in all respect of the Lessee.

MITHILESH NARAIN NOTARY RANCHI Ranchi Jharkhand

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Budhia
DIRECTOR

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राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

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NOTARY

(iii)If at any time the said land or any part or parts thereof shall no longer be required by the lessee for the purpose for which it is leased out to him the lessee shall while selling or assigning the said land or such part or parts as aforesaid, first make an offer of the same to the lessor at a price proportionate or equal, as the case may be, to the cost of the land and its development, if any, realised earlier from him and he shall not make any sale or assignment thereof to any other party unless such offer shall have been declined by the lessor.

When such offer has been made by the lessee, the lessor may accept it in respect of such part or parts of the land so offered as it may deem fit and decline it in respect of the remainder.

When the first offer of selling or assigning the said land or such part or parts thereof aforesaid has been declined by the lessor, the lessee while selling or assigning the said land or parts thereof as aforesaid to any other party shall do so only with prior approval of the lessor in writing. It is also clarified that such sale shall be allowed only for industrial purpose and in case of purchaser wishes to utilize the land for any industry other than that allotted for earlier and/ or changes the name and style of the unit, the lessor shall charge the new rates prevailing at the time for land from the purchaser before allowing such sale & making a fresh lease deed.

(iv)If the lessor accepts the offer made under the foregoing clause, the lessee shall be entitled within six months from the date on which acceptance is communicated to him to remove all buildings or structures erected on the said land or part thereof unless the lessor also wishes to accept the standing building and structures in which case the lessee shall be entitled to compensation for those in accordance with the valuation as indicated in Clause (ii) above.

(v)That the demised premises shall be well demarcated and fenced by the lessee at his expense so as to keep the identity of the land intact in every respect.

(vi)That if the lessee fails to complete the construction work within two years from the date of the execution of this deed or within the time extended in writing by the lessor on an application by the lessee showing sufficient cause for such extention, this lease shall stand terminated.

NOTARY RANCHI

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Budhia
DIRECTOR

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राँची

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4 (i)That no building or erection to be erected hereafter and no alteration or addition to any building or construction existing for the time being shall be commenced by the lessee. Unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the lessee in triplicate to the lessor for his scrutiny and the same has been approved in writing by the lessor, provided that in the construction of any such building or erection or making any such altration or addition the lessee shall observe and conform to the building instruction of the lessor and abide by all bye laws, rules and regulation of the local authority or other body having authority in that behalf and any other statutory regulations as may be for the time being in force relating in any way to the demised premises and any building thereon including payment of any charge levied by such authority/ body, provided further that no building, erection or structure (except compound wall and steps and garages and necessary adjuncts thereto) shall be erected on any portion of the demised premises outside the building line shown in the plan.

(ii)That if subsequently any part or parts of the said land is/ are required by the State Government or the Industrial Area Development Authority, Ranchi for a public purpose ( of which matter the State Government or the Industrial Area Development Authority, Ranchi shall be the sole judge) the lessee shall on being asked by the State Government or the lessor transfer to them such part or parts of the said land as the State Govt. or the lessor shall specify to be necessity for the propose aforesaid and in consideration of such transfer the State Govt. or lessor shall pay back or the lessee a sum proportionate or equal, as the case may be, to the cost of land and its development, if any, earlier realized from him together with compensation for the buildings and other structures erected with approval in writing of the lessor or his nominee on such part or parts of the land at a valuation to be determined by the Managing Director of the Industrial Area Development Authority, Ranchi on a report from a Civil Engineer authorized by him in this behalf and the decisions of the Managing Director Industrial Area Development Authority, Ranchi shall be final and binding on the parties and shall not be questioned in any Court or Tribunal or before any other Authority. Provided that for the purposes of this Sub-clause the State Govt. or the lessor would in absence of any unavoidable reason be entitled to resume only such part or parts of the land leased out to the lessee as were not actually being used for the purpose of the manufacture and are essentially required for any purpose connected with the Industry.

NOTARY RANCHI Reg. No. A/AE 22/89

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Bindhi
DIRECTOR

27/10/15
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राँची

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कार्यालय जिला अवर निबंधक
रांची (झारखंड)

MITHILESH NARAYAN
NOTARY
RANCHI
Regd. No.
A/AB 22/89
Ranchi (Jharkhand) India

## LAND SCHEDULE

DETAILS OF LAND TO BE LEASED OUT
M/S. **BIHAR FOUNDRY & CASTING LTD.,**
**Ramgarh** Industrial Area
Village :**Marar**
Thana No. :**144**
Thana :**Ramgarh**
Dist. :**Ramgarh**
Corresponding to Industrial Plot No.**C2 &C3**

| Khata No. | Survey Plot No. | Area |
|---|---|---|
| 1 | 1364P | 1.13 |
| | | **Total Area : 1.13 Acres** |

Calculation of Industrial Plot No.**C2 &C3**

## BOUNDARY

As per Survey Plot No. As per Industrial Plot No.

| | | |
|---|---|---|
| North | : | **By Survey Plot No.1405P & Indl. Road** |
| South | : | **By Survey Plot No.1364P & Indl. Plot No.E/1** |
| East | : | **By Survey Plot No.1364P & Indl. Plot No.C/4** |
| West | : | **By Survey Plot No.1364P & Indl. Plot No.45** |

Possession taken over the plot on: **30.12.2020**

For BIHAR FOUNDRY & CASTING LTD.
Gaurav Bhalla 18.02.21
DIRECTOR

18.02.21
Development Officer
Jharkhand Industrial Area

M. H. ESH NARAYAN
NOTARY
RANCHI
Reg. No.
A/Ab 22/89
Ranchi (Jharkhand) India

## PART-II

### TERMS AND CONDITIONS OF LEASE DEED

The lessor and the lessee hereby covenants and agrees as follows:-

1. That the scheduled land has been allotted to the lessee by the lessor for setting up "**M/s.BIHAR FOUNDRY & CASTING LTD.,** " industry in the command area of the lessor for manufacturing " **Ferro-Alloys."**

2. That the period of tenure of lease in respect of the scheduled land/ shed shall be for a period of 30 (thirty) years from the date of allotment and annual rent and other charges shall be paid by the lessee to the lessor as decided by the Managing Director of the Authority.

3. That the tenure of lease as above shall be subject to renewal at the option of the parties. In order to get the tenure of lease renewed, the lessee shall make a written request to the lessor three months prior to expiry of lease period. After considering the request of the lessee objectively, the lessor shall renew the tenure of lease for another period of 30 (thirty) years on payment of processing fee of Rs.10,000.00 for land upto 1.0 acres. Rs.25,000.00 for land above 1.0 acres upto 3.0 acres and Rs.50,000.00 for land over 3.0 acres or as decided by the lessor from time to time and on furnishing declaration by the lessee that it/he/she shall utilize the land only for the purpose it has been allotted and that the conditions of allotment order, indemnity bond and this lease deed is acceptable to it/him/her and that the lessee is not in default in payment of dues of the Authority and any statutory dues or dues of any financial institution payable by the lessee.

For BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Pradip 18.02.21
DIRECTOR

18.02.21
Development Officer
Jharkhand Industrial Area
Development Authority
Hotwar Region

MITHILESH NARAYAN JHA
NOTARY
RANCHI
A/AP 22/89
Ranchi (Jharkhand) India

4. That if the lessee is a mega IT industry it shall have option to pay the total land premium, land development charges calculated and fixed by the lessor, in five equal installments spread over period of three years. The lessee is held and firmly bound to pay the land premium in remaining four installments which shall be spread over period of three years within one month of demand from the lessor Authority. For deferred payment, the lessor shall charge interest on balance amount @15% p.a subject to revision by the lessor from time to time. If the lessee fails to make payment of any installment within the time frame fixed by the lessor, additional charge at prevailing rate accruing upon the footing of yearly computed interest shall be borne by the lessee. No rebel shall be admissible in this regard and the lessor reserves its right to make change in the rate of interest. Delivery of possession of land/ shed has been made to the lessee by the lessor on payment of first installment and the schedule for payment for the remaining four installments are fixed as follows:-

| **Installment** | **Amount** | **Date** |
|---|---|---|
| 2nd Installment | Nil | Nil |
| 3rd Installment | Nil | Nil |
| 4th Installment | Nil | Nil |
| 5th Installment | Nil | Nil |

***Please strike off Provision (4) of the lease deed if not applicable***

For BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Bhalotia 18.2.21
DIRECTOR

18.02.21
Development Officer
Jharkhand Industrial Area
Development Auth

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Ranchi (Jharkhand) India

5. That the lessee shall pay an annual rent of Rs.10500.00(Ten Thousand Five Hundred) only Per Acre annum i.e. **Rs.11865.00 (Rupees Eleven Thousand Eight Hundred Sixtyfive)** and annual maintenance charges of Rs.14700.00 (Rupees Fourteen Thousand Seven Hundred) only per acre per annum i.e. **Rs.16611.00 (Rupees Sixteen Thousand Six Hundred Eleven)** on before 31st March of each year and monthly street light charges of **Rs.Nil** only as demanded by the lessor. The rent, maintenance charges and street light charges shall be revisable from time to time by the lessor and shall be payable by the lessee.

6. That the trees standing on the plot shall continue to be the property of the lessor and will not be cut or removed by the lessee without obtaining prior permission from the lessor. The lessee shall be required to undertake plantation work within and outside its premises keeping in view the maintenance of ecological balance in the industrial area.

7. That if the lessee fails to make payment of any dues within the time frame fixed by the Authority an additional charge at the prevailing rate accruing upon the footing of yearly compound interest shall be payable by the lessee. No rebel shall be admissible in this regard. The lessor reserves its right to make change in the rate of interest from time to time and the revised rate shall be payable by the lessee.

8. That in the event of nonpayment of the aforesaid outstanding amount, rent, maintenance charges, installments etc on demand by the lessor within the period stipulated in the letter of demand, the lessor shall have right to cancel the allotment order, terminate this lease deed and forfeit the amount paid by the lessee and realize the dues with compound interest @ 15% p.a by sale of structure standing over the cancelled plot and from other properties of the lessee under the provisions of Bihar & Orissa Public Demand Recovery Act, 1914

NOTARY RANCHI

For BIHAR FOUNDRY & CASTINGS LTD.

Gaurav Rudlip 18.02.21

DIRECTOR

18.02.21

Development Officer
Jharkhand Industrial Area
Development Authority
(Ranchi Region)

9. That the lessee shall get the boundaries of land allotted to it/him/her demarcated correctly at the time of taking physical possession thereof from the lessor/ representative of the lessor.

10. That the lessee shall go into production or show substantial progress towards the implementation of project within six months from the date of approval of plan and shall start construction work with the margin money showed in the project report as input out of it/his/her own resources. Similarly, in the matter of installation of machineries etc, the lessee shall put machineries and other infrastructure with his share of working capital. Non financing by the financial institution shall not be considered by the lessor as non adherence of schedule of implementation of the project by the lessee and the lessor shall be at liberty to take appropriate action against the lessee for non adherence of schedule of project implementation.

11. That the lessee shall obtain water, drainage and power connection by making application in prescribed form to the respective authorities. Environmental clearance, fire clearance as well as ground water clearance, if required to be obtained at any stage during the tenure of allotment, the lessee shall obtain these clearances on its own and the lessor Authority shall in no way be responsible for the delay or rejection of application of the unit for the above.

12. That the lessee shall be responsible for construction and maintenance of any road or drainage or any electrical installation within the allotted plot/shed as per approved plan at his own cost and expenses.

For BIHAR FOUNDRY & CASTINGS LTD.

Gaurav Rudhia 18.02.21

DIRECTOR

18.02.21

Development Officer
Jharkhand Industrial Area
Development Authority
(Ranchi Region)

NOTARY
RANCHI

13. That the lessee shall obtain required consent under concerned pollution laws or No Objection Certificate as the case may be before commencement of construction work and consent to operate (as applicable) before commencement of production in the unit from Jharkhand State Pollution Control Board.

14. That the mortgage of lease hold right on land in favor of nationalized and scheduled banks or any other financial institution in any sector for financing the project on the scheduled land, shall be permissible with prior written consent of the Managing Director of the Authority only for the project duly cleared by the PCC on the allotted plot and where time limit for bringing the unit to production exists.

15. That the application for consent made by the lessee to the Managing Director of the Authority for mortgage of the lease hold right in respect of the scheduled property in favor of nationalized or scheduled banks shall be disposed of within 15 days from the date of submission of application.

16. That in case of mortgage, the Authority shall have the first charge on the assets/ property (built space/ shed) towards transfer charges, extension charges, lease rent interest and any other dues, taxes, charges etc payable to the Authority from time to time.

17. That the lessee/ allottee shall submit to the Authority application for grant of consent to mortgage along with consent/ commitment letter from the financial institution to the effect that the financial institution shall make the finance available to the allottee.

For BIHAR FOUNDRY & CASTINGS LTD.

18.02.21

DIRECTOR

18.02.21

Development Officer
Jharkhand Industrial Area
Development Authority
(Ranchi Region)

NITHILESH NARAYAN
NOTARY
RANCHI
Reg. No.-
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18. That the financial institutions which take the mortgage of the lease hold scheduled property or any part thereof, in the event of sale of lease hold right in the mortgaged plot/shed shall obtain information from the Authority about its dues, processing fees, land premium, lease rent, interest or any other dues including taxes and charges etc payable to it by the lessee atleast 7 (seven) days prior to the auction sale of the scheduled property. If the financial institution proceeds to sell the property by auction, the intending bidders must be informed in writing through notice or otherwise that the successful bidder shall be given possession of the lease hold right on the scheduled property only after production of No Dues Certificate from the office of the lessor.

19. That the mortgaged lease hold right in the scheduled land auctioned by the bank/ financial institution/ statutory authority may be considered for regularization by the lessor in favour of the successful bidder identified by the bank/ financial institution/ statutory authority for substitution on payment of transfer fee of 15% in case of small and medium scale enterprises or 25% in case of others, of the lease premium of land from the successful bidder at the prevalent rate and other charges prevalent at the time of consideration along with all dues of the lessor .

20. That the lessee shall submit a plan of the factory/ shed/or and building plan etc along with necessary documents within six months from the date of taking delivery of possession of the allotted plot/land/shed for approval of the Managing Director of the Authority as 'Controlling Authority' under the Building Bye Laws of Authority and/or Bihar /Jharkhand Restrictions of Uses of Land Act or/and for approval of Chief Inspector of Factories, Jharkhand through Inspector of Factories of the Circle

For BIHAR FOUNDRY & CASTINGS LTD.

Gaurav Rudlip 18.02.21

DIRECTOR

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Reg. No.-
A/AB 22/09

18.02.21

Development Officer
Jharkhand Industrial Area
Development Authority
(Ranchi Region)

concerned. Failure on the part of the lessee in submitting factory/ shed plan/ building plan for approval shall entail late action fee @ Rs.1.00 per sqft per month and the lessee binds itself/himself/ herself to pay late action fee at the aforesaid rate to the Authority on demand. The Chief Inspector of Factories, Jharkhand/ Inspector of Factories shall dispose of application for factory/ shed and/or building plan within thirty days of the date of receipt of plan from Managing Director of the Authority. The lessor shall respond to the lessee within ninety days from the date of submission of plan with necessary approval. However, if warranted lessor may ask for any clarification/ modification and submission of revised plan. In case no communication is received from the lessor within 90 days from the date of submission of plan/ revised plan, it shall be construed and deemed to have been approved/ sanctioned by the competent authority and the lessee shall commence construction/ further activity as per plan/ revised plan submitted for approval.

21. That the lessee shall at its/his/own cost construct and maintain access road leading from the State Road to the shed /allotted plot strictly in accordance with the specifications and details prescribed by the lessor or his nominee.

22. That the lessor shall organize periodic inspection of allotted plot/ shed/ land to the lessee to ensure proper utilization of allotted land/ shed/ plot and progress about factory/ shed/ building as per plan towards implementation of the project and the lessee binds itself/ himself/ herself to extend all co-operation to the inspecting personnel and provide realistic information and shall not conceal any aspect of the ongoing activities on the plot, failing which, the lessee shall make itself/ himself/ herself liable for initiation for action for cancellation of plot/shed. Non co-operation

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For BIHAR FOUNDRY & CASTINGS LTD.
18.02.21
DIRECTOR

18.02.21
Development Officer
Jharkhand Industrial Area
Development Authority
(Ranchi Region)

of the lessee shall also mean and include avoiding and refusing to receive any valid communication including notice from the Authority by the lessee including its/his/her representative, not allowing entry of the officials of the Authority inside the factory/plot and refusing to sign on the spot report prepared by the inspecting officials.

23. That the lessee shall start construction as per approved factory/ shed/ building plan within 6 (six) months from the approval/ deemed approval of plan, extendable to maximum period of an another spell of 6 (six) months under extra ordinary circumstances to the satisfaction and with prior approval of Managing Director of the Authority. In the event of failure of the above, late action charges @ Rs.1.00 per sqft per month from the last day of extended period shall be payable by the lessee to the Authority on demand and in the event of failure on the part of the lessee in payment of demanded amount, the lessee shall make itself liable for action as warranted under the facts and circumstances of the case.

24. That in the event of making any construction without prior approval of Managing Director of the Authority or any deviation from the approved plan of construction or use of land/ shed for any non industrial purposes or the lessee putting the land to use for purposes other than the purposes for which it was allotted, the Managing Director of the Authority shall have the option to charge the cost and rent of the land/ shed ~~of the~~ entire period of remaining in use of such land/ shed at the prevailing/ current market rate to be determined by the Managing Director of the Authority and shall also cancel the allotment, terminate the lease deed, if executed, and forfeit the land premium and resume land/ shed in question after 30 (thirty) days from the date of order of cancellation and no compensation shall be payable to the lessee either for the unexpired period of lease or for the structure, building, installations and immoveable assets in any shape/ form erected thereon.

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Reg. No.
A/A-02/89
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For BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Budhia 18.02.21
DIRECTOR

18.02.21
Development Officer
Jharkhand Industrial Area
Development Authority
(Ranchi Region)

25. That in the event of the lessee either not utilizing or underutilizing the allotted land/ plot/ shed for the purpose it was allotted, the Managing Director of the Authority shall initiate action for cancellation of under/unutilized portion of land/plot/ shed in accordance with the principles of natural justice. In reply to the show cause, if the lessee gives an undertaking to utilize the under/unutilized portion of land/plot/ shed within a specified time frame, then in that event of violation of such undertaking, the lessee shall be liable for payment of non action charges @ Rs.10.00 (Ten) per sqft per month from the date of execution of undertaking. Even after imposition of said non action charges, if the lessee fails to abide by the undertaking so given, the allotment of such concerned portion of land/plot/ shed shall be cancelled by observing the principles of natural justice, lease deed, if executed, terminated and land premium forfeited by the Managing Director of the Authority and action shall be taken for recovery of non action charges under Bihar & Orissa Public Demand Recovery Act, 1914.

26. That in case of violation of provision 29(ii) of the Authority's Regulations 2015, the lessee shall be punishable with fine which may extend uptoRs.10,000.00 or simple imprisonment for a term which may extend to six months or both and in case of continuance of violation with a further fine which may extend to Rs.100.00 every day after conviction as above.

27 That the lessee shall not make any change either in the name of the lessee or the constitution of the lessee or lease hold right of the lessee or merge/ demerge/amalgamate the lessee without prior permission of the lessor.

28. That at any stage of the leasehold period if any part or parts of the allotted plot/land/shed is required by the State government or the Authority for public purposes, of which the State government or the Authority shall

MITHLESH NARAYAN NOTARY RANCHI Reg. No. A/AB 22/89 Ranchi (Jharkhand) India

For BIHAR FOUNDRY & CASTINGS LTD.

Gaurav Reddy 18.02.21
DIRECTOR

18.02.21
Development Officer
Jharkhand Industrial Area Development Authority
(Ranchi)

be the sole judge, or if it is found that any portion of the land/ shed is not required by the lessee for the purposes it was allotted, the lessee shall on being asked by the State government or the Authority transfer such part or parts of the shed/land/plot as the State government or the Authority shall specify to be necessary for the purpose aforesaid and in consideration of such transfer the State government or the Authority, as the case may be, shall pay back to the lessee a sum proportionate or equal as the case may be, the cost of land/shed/ plot and its development, if any earlier realized from him together with compensation for buildings and other structures erected with approval in writing of the Authority or its nominee on such part or parts of the land/shed/plot at the valuation to be determined by the State government or the Authority on obtaining report from the Civil Engineer authorized by them in this behalf and the decision of the State government or the Authority shall not be questioned before any Authority or in any Court of law.

29. That any allottee shall be at liberty to surrender the allotted plot to the Authority at any point of time by giving prior written application to the Managing Director of the Authority at least three months in advance and the Authority shall accept the surrender subject to the condition that the surrender is not in default in paying dues of the Authority and he/she/it produces a no dues certificate from the concerned financial institution, concerned statutory authorities and that he is not in default in payment of statutory due to its employees along with a declaration cum undertaking cum indemnity bond on a non-judicial stamp paper of Rs. 100.00 along with self-attested photograph of all promoting stake holders, Authority shall refund/release partial payment of allotment price for the land (full or partial) surrendered as per following terms:

NOTARY RANCHI Reg. No. A/AB 22/89

For BIHAR FOUNDRY & CASTING LTD.

Gaurav Budhia 18.02.21

DIRECTOR

18.02.21

Development Officer
Jharkhand Industrial Area
Development Authority
Ranchi

- 75% of allotment price, in case of surrender within one year from date of allotment of land.
- 65% of allotment price, in case of surrender within two years from date of allotment of land.
- 55% of allotment price, in case of surrender within three years from date of allotment of land.

The aforementioned payment by Authority shall be released only after peaceful surrender of full or partial land (unutilized land) by the allottee/lessee. However, no request for surrender shall be accepted by the Authority beyond three years of allotment of land. In such cases Authority shall cancel the allotment order, terminate the lease deed and forfeit the lease premium and take possession by observing the principles of natural justice.

30. That the application for surrender of allotted plot shall be disposed within 60 days from the date of submission of application to the lessor, failing which the surrender application shall be deemed to have been allowed.

31. That the lessee shall not be entitled to sub lease or hand over physical possession of the allotted plot to any other person/ entity/ entrepreneur/ organization without having been authorized by the lessor and the lessor shall treat possession of that person/ entity/ entrepreneur/ organization over the plot/land/shed as unauthorized and take recourse for recovery of possession including invoking the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971. The lessee shall also be liable to pay irregularity charges @ Rs.5.00 (Five) per sqft per month to the Authority besides making itself/ himself/ herself liable for initiation of cancellation proceeding. Recovery of irregularity charges as above as be subject to Bihar & Orissa Public Demand Recovery Act, 1914.

For BIHAR FOUNDRY & CASTINGS LTD.

Gaurav Rudhia 18.2.21
DIRECTOR

18.02.21
Development Officer
Jharkhand Industrial Area
Development Authority
(Ranchi Region)

MITHLESH NARAYAN JHA
NOTARY
RANCHI
Reg. No.-
A/AD 22/99
Ranchi Jharkhand India

32. That the lessee shall not be allowed to use the allotted land/ shed for any other purposes including residential or any other commercial activities than for which the plot has been allotted. Violation of this provision shall be treated as violation of Regulation of the Authority, conditions of allotment order, conditions of indemnity bond and conditions of this lease deed and shall result in cancellation of plot by the lessor.

33. That the lessee shall not take any action to Merge/demerge/amalgamate or to be acquired by any entity without the prior permission in writing of Managing Director of the Authority. On application of the lessee, the lessor after considering the facts and circumstances of the case and after realizing 15% in case of MSME or 25% in case of others, of the prevailing land premium of the lessor at the time of consideration, may grant such permission for Merger/demerge/amalgamation or acquisition provided that the lessee has not violated the condition of land allotment order/lease deed/bond. In case of violation of condition of land allotment order/lease deed/bond, the full land cost shall be charged at the rate prevailing at the time of consideration.

Irrespective of any condition put by or order passed by any Court or Tribunal, the merger/demerger/amalgamation or acquisition will be allowed subject to the payment of land premium provided in this clause.

34. That the lessee (Proprietorship Firm/Partnership Firm/Private Ltd. Co/Public Ltd Co etc) intending to change its constitution of firm shall file an application for change in Constitution, accompanied by all required documents as mentioned in the Clause No. 26 and 27 of the Regulation 2015 of the Authority duly attested by the Chartered Accountant of the respective entity seeking change along with bank demand draft in favor of lessor towards fees as mentioned in the Regulation referred to above.

For BIHAR FOUNDRY & C...

Gaurav Pradip 18.02.21
DIRECTOR

18.02.21
Development Officer
Jharkhand Industrial Area
Development Auth...

MAHESH NARAYAN JHA
NOTARY
RANCHI
Regd. No. ...
A/AF 22/96
Ranchi Jharkhand

35. That the lessor may consider the request of lessee for whose unit EM-II/PMT/SSI PMT/DOP has been issued either running or sick or closed, for the transfer of leasehold rights of the scheduled property in favor of a new Entrepreneur as identified by the lessee during the currency of lease subject to the following conditions:-

i. The lessee is not holding any dues to authority and shall submit NOC from financial institutions for which Lessor has accorded permission/no objection for mortgage or the lessee has pledged lease deed with any financial institution.

ii. The new entrepreneur to whom the lessee wants to transfer the leasehold right must have a viable/feasible/implementable project, duly approved by PCC to be executed on the available plot of land or may continue the existing project.

iii. If at any stage, stake holding/ownership interest of proprietor/ promoter/ partners in the firm at the time of plot/land allotment as the case may be, goes down below 51% in the firm, the same shall be treated as transfer of allotted plot for the purposes of this Regulation and processing fee and land premium as mentioned in sub-clause (vi) of this condition as prescribed shall be charged.

iv. No change in Shareholding (CIS) charges shall be applicable for transfer of shareholding (up to 100%) from husband to wife, parent to children, grandfather, grandmother, grandchildren and/or vice versa. However, processing fee as mentioned in sub-clause (vii) of this condition as prescribed shall be charged along with application for the same.

v. Any change in the Director who is not the shareholder of the concerned industrial unit has to inform the lessor in writing by the lessee within 30 days of such change along with concerned statutory form with acknowledgement in the office of concerned RoC under the Companies Act, 1956/2013, either induction or deletion of Director.

For BIHAR FOUNDRY & CASTINGS LTD.

Gaurav Rudhia 18.02.21

DIRECTOR

18.02.21

Development Officer
Heavy and Industrial Area
Ranchi

vi. The transferee must pay 15% in case of MSME or 25% in case of others of the prevailing land premium in the Authority at the time of seeking transfer of lease hold right. The payment at aforesaid rate shall be condition precedent for transfer of lease hold right.

vii. In all cases of transfer, ownership change, a processing fee of Rs. 10,000.00 for plot area up to 1.00 acre and additional Rs. 2,000.00 per acre for land in excess of 1.00 acre shall be charged.

viii. The new entrepreneur or new lessee shall give undertaking/ indemnity bond for making payment of all dues of previous entrepreneur or old lessee, statutory, legal or financial liability of government or financial institutions on a non-judicial stamp paper of Rs. 100.00 affixing self-attested passport size photograph.

36. That if the original lessee, to whom the land was allotted for a particular project makes a new/ company / entity for a new project besides the existing company and transfers the whole or part of the allotted land to such newly formed company, this shall be treated as transfer of lease hold rights and shall be charged full land premium as per relevant clause of this regulation even if the share of the original lessee in this new company/entity does not go down below the 51% of the total share.

37. That if the shareholding of any the blood relations as defined in clause 21(d) of the original allottee from amongst the existing immediate past and immediate future generations becomes less than 50%, 15% in case of MSME or 25% in case of others of land premium at the existing rate shall be payable to the Authority by the shareholders seeking change in the shareholding. Failure of payment of land premium shall entail cancellation of allotment, forfeiture of land premium and termination of lease deed, if executed.

For BIHAR FOUNDRY & CASTINGS LTD.

Gaurav Rudra

DIRECTOR

18.02.21

NOTARY RANCHI

Development Officer
Jharkhand Industrial Area
Development Authority
(Ranchi Region)

38. That the vacant plot or units for which EM-II/PMT/SSI PMT/DOP has not been issued, shall not be considered for transfer. The lessee shall have to surrender the allotted plot to Authority under Clause 22 of the Regulation of the Authority shall evict the lessee after following due process under the Regulation of the Authority.

39. That in case the lessee fails to implement the project within a period of two years in case of micro and small enterprises and five years for others or within such extended period as the Authority may allow after considering the circumstances, amount deposited by the lessee towards premium of land/ shed along with construction, installation, fixtures and equipment thereon shall be liable to be forfeited by the lessor. In case necessary effective steps are not taken within the fixed/ extended period for establishing the unit, the Managing director of the Authority shall under such circumstances, cancel the allotment order of such plot/shed, forfeit the amount deposited in this connection, terminate the lease deed and resort for taking physical possession of the plot/ shed so that the same could be allotted to the entrepreneurs who are serious, competent and solvent to implement the project.

40. That the lessee after coming to production shall get its unit permanently registered (EMII) with the lessor or its nominee within the prescribed period and shall possess and make optimum utilization of land by observing all terms, convents and conditions contained therein.

41 That the lessee shall keep the allotted land for plantation for maintenance of ecological balance in the industrial area and shall utilize that portion accordingly as per approved building/ shed plan.

For BIHAR FOUNDRY & CASTINGS CO.

Gaurav Pudhip 18.12.21

DIRECTOR

18.12.21

Development Officer
Jharkhand Industrial Area
Development Authority
(Ranchi Region)

MITHILESH NARAYAN
NOTARY
RANCHI
Reg No
A/AB 22/89
Ranchi Jharkhand

42. That the lessee may, subject to valid and legal ground for closure and cessation of work as legally permitted under the provisions of Industrial Disputes Act, 1947 in general and any other law applicable to the unit in particular and other labour legislation on the subject, continuously keep and maintain the factory established on the scheduled premises in running condition and submit all statutory returns required under various laws in the prescribed Performa failing which the lessor shall presume that the factory established on the lease hold land has not been continuously running and this circumstance may be treated as independent and an additional ground for cancellation of allotment order, forfeiture of lease premium and termination of lease and then following actions by the lessor.

43. That the lessee shall be compliant of the provisions of Bihar Industrial Area Development Authority Act, 1974 (Bihar Act 16 of 1974 and Bihar Act 27 of 1992) as adopted by the Government of Jharkhand vide Notification No.339 dated 02.03.2001 issued by the Department of Science Technology, Information Technology and Industry as Jharkhand Industrial Area Development Authority Act, 2001 and Rules made under the said Acts, Regulations 2015 of the Authority, conditions of land/ shed allotment order, conditions of indemnity bond executed by the lessee, conditions of lease deed and violation of conditions of any of the aforesaid shall entitle the lessor to cancel the allotment order, terminate the lease deed and forefeet the lease premium and take possession of the leased property by observing the principles of natural justice and pass orders to this effect.

44. That the lessee shall be compliant of all statutory provisions applicable to its unit and shall submit statutory returns and furnish information if required by the Authority responsible for implementation of the respective laws.

For BIHAR FOUNDRY & CASTING

Gaurav Budhia 18.02.21
DIRECTOR

18.02.21
Development Officer
Jharkhand Industrial Area
Development Authority
(Ranchi Region)

NOTARY
RANCHI
Reg No
A/AB 22/89

45. That non adherence to the schedule in the matter of setting up the industry/ services/ activities for which the scheduled land/ shed has been allotted, not setting up industry for which the scheduled premises has been allotted, unauthorized surrender in favour of another entity or person, unauthorized change in the constitution of lessee, unauthorized change of project, unauthorized mortgage to any financial institution or otherwise, making false declaration, giving false undertaking and/or any other circumstances, which the Managing Director of the Authority considers against the interest of the objectives of the Act, rules and regulations made there under, nonpayment of any dues of the Authority including late action charges, non action charges or any penalty under the Authority's Regulations shall constitute public demand recoverable under Bihar & Orissa Public Demand Recovery Act, 1914 and shall be considered as violation of the terms of allotment order, Jharkhand Industrial Policy, Indemnity Bond, Regulation of the Authority, terms and conditions of the lease deed warranting initiation of action for cancellation proceeding by the lessor or shall have right to resume and enter upon the scheduled premises without payment of any compensation to the lessee and also to forfeit the money paid in land head and other sums paid by the lessee and re enter on the lease hold property and on such re entry the inertest of the lessee in the lease hold property shall cease and the lease deed shall stand terminated.

46. That if any dispute or difference arises concerning the meaning and interpretation of any of the Clauses of the provisions contained in this lease deed, the same shall be referred to the lessor and the decision of the lessor relating to such dispute or difference shall be final, conclusive and binding on the parties hereto. That any violation of the conditions of land allotment order, lease deed, Indemnity Bond, or the provisions of Industrial Policy as applicable on the relevant date and/or the provisions

For BIHAR FOUNDRY & CA...

Gaurav Rudhia 18.02.21
DIRECTOR

18.02.21
Development Officer
Jharkhand Industrial Area Development Authority
Ranchi Region

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg. No.
A/AB 22/99
Ranchi Jharkhand India

of Bihar Industrial Area Development Authority Act, 1974 (Bihar Act 16 of 1974 and Bihar Act 27 of 1992) as adopted by the Government of Jharkhand vide Notification No. 339 dated 02.03.2001 issued by the Secretary Department of Science Technology, Information Technology and Industries as Jharkhand Industrial Area Development Authority Act, 2001 shall entitle the Managing Director to cancel the allotment order, terminate the lease deed and forfeit the lease premium and take possession by observing the principles of natural justice and pass orders to the effect.

47. That the Managing Director of the Authority shall, before cancelling the allotment allows one month time to the allottee to put up his/her/its case. The lessee on being dissatisfied with the order of the Authority may file an appeal to the Department of Industries, Government of Jharkhand within one month and the State Government shall, after due consideration dispose it of within two months from the date of receipt of the appeal. The authority shall, after cancellation of allotment of the plot/shed take possession of the said land/shed.

48. That if the lessee continues to be in possession of the cancelled plot and carry out any activity either alone or with cooperation of somebody else, possession by such lessee shall be treated unauthorized for which he/it shall be liable for penalty @ Rs. 15.00 per sq. ft. per month until he/it hands over vacant possession of the allotted plot to the Authority or the Authority recovers possession by invoking the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

49. That the lessee paying the rent and other charges and observing the several covenant and conditions contained in these presents shall hold and enjoy the land up to the terms of the lease without interruption by the lessor or by any person lawfully claiming under him.

For BIHAR FOUNDRY & ...

Gaurav Budhia 18.02.21
DIRECTOR

18.02.21
Development Officer
Jharkhand Industrial Area
Development Authority
(E.O. Jharkhand)

NOTARY
RANCHI
Reg. No.
A/Ab 22/90
Jharkhand

50. That the lessor and lessee shall have their right subject to the liabilities of a lessor and lessee respectively in accordance with section 108 of the Transfer of Property Act., 1882 except Clause (1) and (P) thereof and it is declared that the lessor shall have the fullest liberty to postpone for anytime, and from time to time, any action open to him under any or the powers exercisable by him against the lessee and to either enforce or forbear any of the conditions and covenants contained in those presents. The cost and expenses incidental to the preparation, execution and registration of this lease deed shall be borne and paid by the lessee.

Note: It is to be mentioned here that another plot comprising 14.00Acre, Addl. 3.51 Acre, 5.00 Acre, 1.784 Acre & 3.67Acre of land was also allotted by the Lessor to the Lessee vide allotment letter dt.02.09.1975, dt.18.01.1988, No.306 dt.30.03.2010, No.1326 dt.03.11.2017 & No.1173 dated 16.09.2019 for which separate lease has been executed.

Thus both the lease deed shall be considered one for all practical purposes including obtaining loan from Bank & financial institution. Hence both lease deed are interrelated & complimentary to each other there by separately can't be used by lessee.

For and on behalf of

For BIHAR FOUNDRY & CASTING LTD.
Gamar Rudhy 18.2.21
DIRECTOR

M/s. **BIHAR FOUNDRY & CASTING LTD.,**

WITNESSES:

1. Bishnu Prasad Upadhaya, 302, Sansar Enclave, New A.G. Colony P.O.-Doranda, P.S.-Argora, Ranchi
2. Manoj Kumar, Retired Colony, Madhuban, Sindri, Tundoo, Dhanbad.

IN WITNESS WHEREOF THE HAND OF Sri**Niranjan Trikey**,**Development Officer**, Authorized Representative of the Regional Director, Jharkhand Industrial Area Development Authority, Ranchi Region for and on behalf of the Jharkhand Industrial Area Development Authority, Ranchi Region has been a fixed on the date and year first above written.

**Development Officer**, Authorized Representative of the Regional Director,
18.2.21
Development Officer
Jharkhand Industrial Area
Development Authority
(Ranchi Region)

WITNESSES:

1. Indra Bhushan Prasad Sinha, Steno, JIADA Ranchi Region
2. Manoj Kr. Sam, Typist, JIADA, Ranchi Region.

18.02.21

MITHLESH NARAYAN
NOTARY
RANCHI
Reg. No.
A/AF 22/9
Ranchi Jharkhand India

For BIHAR FOUNDRY & CASTING LTD.
Gamar Rudhy 18.02.21
DIRECTOR

Certified that the original and duplicate copy of this lease deed are exact true and are reproduction of each other.

18-2-21

Development Officer
Jharkhand Industrial Area
Development Authority
(Ranchi Region)

For and on behalf of
For BIHAR FOUNDRY & C...

18.02.21
DIRECTOR

M/s. **BIHAR FOUNDRY & CASTING LTD.,**
Ramgarh Indl. Area

18.02.21

लो० नं०-23/02 रामगढ़

18.02.21

लो० एकरामुल हक
दस्तावेज लेखक
लो० नं०-23/02 रामगढ़

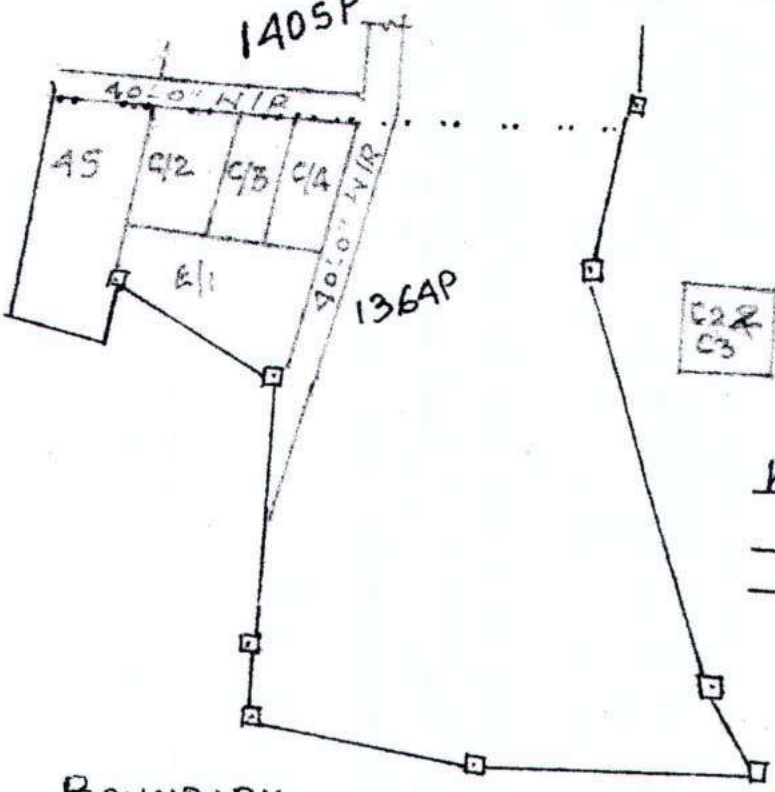
NOTARY
RANCHI

This is to certify that the finger points of the left hand of the Lessor & Lessee whose Photographs are affixed in this document duly obtained me.

Md. E. Haque
लो० एकरामुल हक 18/2/2021
दस्तावेज लेखक

(101)

# M/S BIHAR FOUNDRY & CASTING LTD.
## IN THE RAMGARH INDUSTRIAL AREA.




N

VILLAGE: MARAR
THANA : RAMGARH
THANA NO. 144
DISTRICT: RAMGARH

SCALE: 16" = 1 MILE

ALLOTED INDL. PLOT NO. C/2 & C3 SHOWN IN REDWASH

| KHATA No. | SURVEY PLOT No. | AREA |
|---|---|---|
| 1 | 1364 PART | 1.13 |
| TOTAL AREA: 1.13 ACRES | | |

BOUNDARY

NORTH : BY SURVEY PLOT No. 1405P. & INDL. ROAD
SOUTH : BY SURVEY PLOT No. 1364P. & INDL. PLOT NO. E/1
EAST : BY SURVEY PLOT No. 1364P. & INDL. PLOT NO. C/4
WEST : BY SURVEY PLOT NO. 1364P. & INDL. PLOT NO. 45

CERTIFIED THAT THE ORIGINAL AND DUPLICATE LEASE PLAN ARE TRUE, EXACT & REPRODUCTION OF EACH OTHER

CHECKED BY: Rj

For BIHAR FOUNDRY & CASTINGS LTD.
Gaman Bidlia
DIRECTOR

Deputy Land Reforms Officer
Jharkhand, Ranchi
Government of Jharkhand
Deputy Commissioner
Ranchi

NOTARY
RANCHI
Reg. No.
A/AB 22/
Ranchi Jharkhand

(12)

भारत सरकार

आधार

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

नामांकन क्रम/ Enrolment No.: 1325/12040/81947

To
मनोज कुमार
Manoj Kumar
S/O Paltu Rawani
p.s - madhuban
RETIERD COLONY
SINIDIH
Tundoo
Dhanbad Jharkhand - 828128
8252724488

Download Date: 26/08/2019

Generation Date: 05/01/2018

Signature Not Verified

QR Code with Photograph

आपका आधार क्रमांक / Your Aadhaar No. :

9068 0723 7613

VID : 9126 6806 8428 2464

मेरा आधार, मेरी पहचान

भारत सरकार
Government of India

मनोज कुमार
Manoj Kumar
जन्म तिथि/DOB: 07/10/1979
पुरुष/ MALE

9068 0723 7613

VID : 9126 6806 8428 2464

मेरा आधार, मेरी पहचान

Government of India

AADHAAR

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं |
- पहचान का प्रमाण ऑनलाइन ऑथेन्टिकेशन द्वारा प्राप्त करें |
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है |

**INFORMATION**

- **Aadhaar** is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है ।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा ।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
S/O पलटू रवानी, रिटार कॉलोनी, थाना - मधुबन, सिनिडीह, धनबाद, झारखण्ड - 828128

**Address:**
S/O Paltu Rawani, RETIERD COLONY, p.s - madhuban, SINIDIH, Dhanbad, Jharkhand - 828128

QR Code with Photograph

9068 0723 7613

VID : 9126 6806 8428 2464

NOTARY
RANCHI
Reg
A/AB 12...
India

Mkumar

9934012654

13

[redacted]

गौतम कुमार मिश्रा
Gautam Kumar Mishra
जन्म तिथि/ DOB: 26/11/1984
पुरुष / MALE

4204 8662 1825

मेरा आधार, मेरी पहचान

[redacted]

पता:
S/O: विनोद कुमार मिश्रा, पंचायत-पदरीया, ग्राम-तेलोडीह, पोस्ट-डोरंडा, थाना-धनबार, जिला-गिरिडीह, डोरंडा, गिरिडीह, झारखण्ड - 825412

Address:
S/O: Binod Kumar Mishra, panchayat-Padriya, village-Telodihpo-Dorenda, Thana-Dhanbar, Dist-Giridih, Dorenda, Giridih, Jharkhand - 825412

4204 8662 1825

MERA AADHAAR, MERI PEHACHAN

Gautam Kumar mishra

9934012659

Witnesses

MITHILESH NARAYAN
NOTARY
RA
R
A/AB 12/84
Ranchi (Jharkhand) India

भारत सरकार
Unique Identification Authority of India
Government of India

नामांकन क्रम / Enrollment No 1093/51009/01379

To,
बिष्णु प्रसाद उपाध्याय
Bishnu Prasad Upadhaya
S/O Late G.D. Upadhaya
302 sansar enclave
new a.g. colony
near dav kapil dev school P-O dorande P-S argora
Kadru
Ranchi
Jharkhand 834002
6512340514

05/08/2011

Ref: 249 / 12C / 254866 / 255346 / P

UE168391381IN

आपका आधार क्रमांक / Your Aadhaar No. :

**6022 4705 9243**

आधार – आम आदमी का अधिकार

भारत सरकार
GOVERNMENT OF INDIA

बिष्णु प्रसाद उपाध्याय
Bishnu Prasad Upadhaya
जन्म वर्ष / Year of Birth 1971
पुरुष / Male

6022 4705 9243

आधार – आम आदमी का अधिकार

NOTARY
RANCHI
Reg. No.
A/AB 22/84
Jharkhand, India

9934012652

(175)

[redacted]

इन्द्र भूषण प्रसाद सिन्हा
Indra Bhushan Prasad Sinha
जन्म तिथि / DOB : 05/09/1962
पुरुष / MALE

9768 9816 2175

- आम आदमी का अधिकार

[redacted] प्राधिकरण
[redacted] OF INDIA

आधार

पता:
S/O स्वर्गीय तेज नारायण सिंह, ईडब्लूएस 132, हरमू हाउसिंग कॉलोनी, एच आई-34 के सामने, हरमू, डोरंडा, राँची, झारखण्ड, 834002

Address:
S/O,Late Tej Narayan Singh, Ews 132, Harmu Housing Colony, Infront Of Hi-34, Harmu Doranda, Ranchi, Jharkhand, 834002

1947
1800 300 1947
help@uidai.gov.in
www.uidai.gov.in
P.O. Box No. 1947, Bengaluru-560 001

Lessor

9431359644

MITHILESH NARAYAN
NOTARY
RANCHI
Reg. No.
A/AB 22/8
Ranchi Jharkhand

**झारखण्ड औद्योगिक क्षेत्र विकास प्राधिकार, रॉंची प्रक्षेत्र**
**जियाडा भवन, नामकुम औद्योगिक क्षेत्र, लोबाडीह,रॉंची।**

पत्रांक–
दिनांक– 9/2/2021

प्रेषक:

श्री निरंजन तिर्की,
विकास पदाधिकारी।

सेवा में,

जिला अवर निबंधक,
रामगढ़।

विषयः–M/s Bihar Foundry & Casting Ltd., रामगढ़ औद्योगिक क्षेत्र का पट्टाकरण के संबंध में।

महाशय,

उपर्युक्त विषयक के संबंध में कहना है कि M/s Bihar Foundry & Casting Ltd., रामगढ़ औद्योगिक क्षेत्र का पट्टाकरण कागजात निबंधन करने की कृपा की जाय। प्राधिकार की ओर से श्री इन्द्रभूषण प्रसाद सिन्हा, आशुटंकक, जियाडा, रॉंची प्रक्षेत्र कागजात उपस्थापित करेगें जिनका हस्ताक्षर नीचे अभिप्रमाणित है।

विश्वासी भाजन,

विकास पदाधिकारी।

(इन्द्रभूषण प्रसाद सिन्हा)
आशुटंकक, जियाडा, रॉंची प्रक्षेत्र।

MITHLESH NARAYAN
NOTARY
RANCHI
Ranchi Jharkhand, India

BFCL
Bihar Foundry & Castings LTD.

Ref: 2020-21/247A

Date:07.02.2021

To,
The Sub Registrar
Ramgarh Office
Ramgarh.

Sub: **Authorisation letter**

Dear Sir,

We hereby authorize Mr. Bishnu Prasad Upadhaya, General Manager (Administration) to execute the lease deed between JIADA on behalf of the Company. Mr. Upadhaya specimen signature is attached below:-

Yours faithfully,
For Bihar Foundry & Castings Ltd.

(Gaurav Budhia)
Director

Specimen Signature of the Mr. Bishnu Prasad Upadhaya

Attached by

(Gaurav Budhia)
Director

MITHILESH NARAYAN
NOTARY
RANCHI
Ranchi Jharkhand

**Bihar Foundry & Castings Limited**
Works :- Ramgarh Industrial Area, P.O.- Marar, Dist.- Ramgarh, Jharkhand - 829117.
Registered Office :- Main Road, Ranchi, Jharkhand - 834001.
CIN No :- U27100JH1971PLC000912 & GST No :- 20AABCB1852D1ZI
Landline :- 0651-2202699 Fax :- 0651- 2202799 Email :- bfclgfa@gmail.com

(178)

# उपायुक्त–सह– जिला दण्डाधिकारी, का कार्यालय, रामगढ़।

(राजस्व शाखा)

पत्रांक .....५१५...../रा0

प्रेषक,

उपायुक्त,
रामगढ़।

सेवा में,

जिला अवर निबंधक,
रामगढ़।

रामगढ़, दिनांक 27/02/2020

विषय : रामगढ़ औद्योगिक क्षेत्र (मरार) में प्राधिकार को हस्तांतरित भूमि के जमाबंदी कायम करने एवं आवंटित इकाईयों के पट्टाकरण के क्रियान्वयन के संबंध में।

प्रसंग : क्षेत्रीय निदेशक, जियाडा (राँची प्रक्षेत्र) का पत्रांक–129, दिनांक–13.02.2020।

महाशय,

उपरोक्त विषयक प्रासंगिक पत्र के संदर्भ में कहना है कि रामगढ़ अंचल अन्तर्गत मौजा–मरार, थाना सं0–144, प्लॉट सं0–1364 एवं 1405, रकवा–38.40 एकड़ गैरमजरूआ भूमि जियाडा को औद्योगिक विकास के निमित उद्योग एवं प्रावैधिक शिक्षा विभाग (उद्योग) बिहार सरकार की अधिसूचना सं0–2738, दिनांक–27.02.1974 (छायाप्रति संलग्न) के द्वारा औद्योगिक. क्षेत्र विकास प्राधिकार के पक्ष में हस्तांतरित है। क्षेत्रीय निदेशक, जियाडा (राँची प्रक्षेत्र) के पत्रांक–129, दिनांक–13.02.2020 के द्वारा प्राप्त अनुरोध पत्र के आलोक में मौजा–मरार, थाना सं0–144, प्लॉट सं0–1364 एवं 1405, रकवा–38.40 एकड़, उक्त वर्णित अधिसूचना के माध्यम से हस्तांतरित गैरमजरूआ भूमि को प्रतिबंधित सूची से मुक्त किया जाता है।

अनुलग्नक : यथोक्त।

27/02/2020

विश्वासभाजन

27/02/2020

उपायुक्त,
रामगढ़।

MITHILESH NARAYAN
NOTARY
RANCHI
Reg.
Ranchi Jharkhand

(129)

उद्योग एवं प्रावैधिक शिक्षा विभाग (उद्योग)।

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अधिसूचना

२७ फरवरी १९७४

सं० २७३८ —विभागीय अधिसूचना सं० २३३६, दिनांक १३ फरवरी १९७३ के क्रम में उपाबद्ध तालिका में वर्णित रामगढ़ औद्योगिक क्षेत्र को रांची औद्योगिक क्षेत्र विकास प्राधिकार के अन्तर्गत औद्योगिक क्षेत्र, रांची के लिए समावेश किया जाता है।

बिहार-राज्यपाल के आदेश से,
राधा सिंह, उप-सचिव।

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औद्योगिक क्षेत्र, रामगढ़ की भूमि की विवरणी।

१ ग्राम—मरार।
२ जिला—हजारीबाग।
३ थाना—माडु।
४ थाना नं०—१४४।
५ प्लौट नं०—१३६४ पार्ट एवं १४०५।
६ रकबा—३८.४० एकड़।

सीमा।

उत्तर—आबाद प्लौट नं० १३०७ एवम् १३०८।
दक्षिण—आबाद प्लौट नं० १३६१, १३६२ एवं १३६३।
पूरब—आबाद प्लौट नं० १३७६, १३७७, १३७४ एवं १३७२।
पश्चिम—आबाद प्लौट नं० १४०५, १४०४, १४०३ एवं १४०१।

राधा सिंह उप-सचिव।

52(a) Sp. Gazette, dated the 27-8-1974

NOTARY
RANCHI
Reg.
A/AL
(Jharkhand) India

(17)

# झारखण्ड औद्योगिक क्षेत्र विकास प्राधिकार, राँची प्रक्षेत्र

'जिप्सा भवन' नामकुम औद्योगिक क्षेत्र, लोयाडीह, राँची –834010 (झारखण्ड)
Phone : 0651-2460408, Telfax 2460125, Web-riada.co.in, email-riada.mcd@gmail.com

पत्रांक– 127 दिनांक– 13-2-2020

प्रेषक,

अजय कुमार सिंह, झा०प्र०से०
क्षेत्रीय निदेशक।

सेवा में,

उपायुक्त,
रामगढ़।

विषयः– रामगढ़ औद्योगिक क्षेत्र (मरार) में प्राधिकार को हस्तांतरित भूमि के जमाबंदी कायम करने एवं आवंटित इकाईयों के पट्टाकरण के क्रियान्वयन के संबंध में।

महाराय,

उपर्युक्त विषय के संबंध में सूचित करना है कि रामगढ़ औद्योगिक क्षेत्र (मरार) के स्थापना हेतु अविभाजित बिहार सरकार के द्वारा कुल 44.760 एकड़ भूमि सर्वे प्लॉट नं0–1364 एवं 1405 का हस्तांतरण सरकार/जिला प्रशासन द्वारा प्राधिकार को किया गया था (अधिसूचना की छायाप्रति संलग्न)। उक्त भूमि में से 6.36 एकड़ भूमि की जमाबंदी वर्ष 1996 में जिला प्रशासन के द्वारा प्राधिकार के पक्ष में किया जा चुका है। ज्ञातव्य हो कि औद्योगिक क्षेत्रों के लिए सामान्यत सरकारी भूमि का सीधे अथवा निजी भूमि को अधिग्रहित कर हस्तांतरण जिला प्रशासन द्वारा किया जाता है। कालान्तर में उक्त हस्तांतरित भूमि का आवंटन प्राधिकार के द्वारा विभिन्न औद्योगिक इकाईयों को उद्योगों की स्थापना हेतु किया जा चुका है एवं इन आवटियों के पक्ष में पट्टाकरण का क्रियान्वयन समय–समय पर अवर निबंधक, रामगढ़ के द्वारा पूर्व में किया भी गया है।

वर्णित स्थिति में अनुरोध है कि उक्त भूमि को प्रतिबंधित क्षेत्र से मुक्त कर प्राधिकार के पक्ष में जमाबंदी कायम करते हुए आवंटित इकाईयों के पक्ष में लीजडीड का कियान्वयन करने हेतु जिला अवर निबंधक, रामगढ़ को समुचित निदेश देने की कृपा की जाय।

विश्वासभाजन

13.2.2020
क्षेत्रीय निदेशक।

MITHILESH NARAYAN JHA
NOTARY
RA...
Reg...
A/A...
Jharkhand

# Pre Registration Docket

**Date :-** 08-03-2021 04:13 pm

**Office Name :-** SRO - Ramgarh
**Token No:-** 20210000018470

**Appoinment** :- 09-Mar-2021 Time:- 11:20

| | |
|---|---|
| Article | Lease |
| Pre Registration Date | 10-Feb-2021 |
| No. Of Pages | 44 |
| Stamp Duty | 60539 |
| Paid Stamp Duty | 0 |
| Total Fees | ₹ 48,724. |

Property Id: **474927**

| | | | |
|---|---|---|---|
| **Valuation No.** : 633597 / 2021 | **:-** 2020-2021 | **User Id** : 4204 | **Date** : 08-March-2021 16:26:PM |
| **State** : Jharkhand | **District** : Ramgarh | | **Tahsil** : Ramgarh |
| **Land Type** : Urban | **Corporation** : | | **Village/City** : Marar |
| **Marar Word No** - Other Road | | - | |
| **Khata Number** - 1 | | | |
| **Plot Number** - 1364P | | | |

**Valuation Rule :** Commercial land

**Property Details**

| | | |
|---|---|---|
| 1 | Land area | 113 Decimal |

**Calculation Details**

| Sr.No. | Description | Calculation | Total |
|---|---|---|---|
| 1 | Open Land Valuation | 1. 113 x 205040=23169520 | **₹2,31,69,520/-** |
| **A** | **Total** | | **₹2,31,69,520/-** |

**Note :** Final Valuation is Rounded to Next 100/-

**Total Valuation (A)** **₹2,31,69,600/-**

**Total Amount in Words : Two Crore Thirty One Lakhs Sixty Nine Thousands Six Hundred Rupees Only.**

| | |
|---|---|
| Land measurement, Sub Part and House No. | **Property Boundaries**<br>East: BY SURVEY PLOT NO 1364P & INDL. PLOT NO C/4, West: BY SURVEY PLOT NO 1364P & INDL. PLOT NO 45, South: BY SURVEY PLOT NO 1364P & INDL. PLOT NO. E/1 , North: BY SURVEY PLOT NO 1405P & INDL. ROAD |
| Area | Land area : 113.00 Decimal |
| Other Description of the Property | Pin Code - 829117 |
| Government/Market Value | 23169520 |

MITHILESH NARAYAN NOTARY Ranchi Jharkhand

| | |
|---|---|
| Transaction Amount | - |

| | |
|---|---|
| LESSEE | **-Mr. MS BIHAR FOUNDRY AND CASTING LTD THROUGH BISHNU PRASAD UPADHAYA**, **Address -** BIHAR FOUNDRY AND CASTING LTD MAIN ROAD RANCHI RANCHI-1- ,**Father/Husband Name** LATE G D UPADHAYA , **PAN No.-** ,**Permission Case No.-** , **Aadhaar No.** ********9243 |
| LESSOR | **-Mr. JIADA THROUGH INDRA BHUSHAN PRASAD SINHA**, **Address -** JIADA BHAWAN NAMKUM LOWADIH RANCHI- ,**Father/Husband Name** LATE TEJ NARAYAN SINGH , **PAN No.-** ,**Permission Case No.-** , **Aadhaar No.** ********2175 |

| | |
|---|---|
| Witness Information | **Mr. GAUTAM KUMAR MISHRA** , **Address -** TELODIH DORANDA DHANWAR GIRIDIH-, **Father/Husband Name-**BINOD KUMAR MISHRA |

| | |
|---|---|
| Identifier Details | **Mr. MANOJ KUMAR** , **Address -** RETIRE COLONY MADHUVAN SINIDIH TUNDOO DHANBAD-, **Father/Husband Name-**PALTU RAWANI |

| | | |
|---|---|---|
| **Fee Rule:Government Original Lease Deed** | | |
| 1 | Stamp Duty | 5,424 |
| 2 | Stamp Duty | 55,115 |

| | | |
|---|---|---|
| 1 | SP | 1,320 |
| **Total** | | **1,320** |

| | | |
|---|---|---|
| **Fee Rule:Government Original Lease Deed** | | |
| 1 | E | 2,000 |
| 2 | A1 | 4,068 |
| 3 | A1 | 41,336 |
| **Total** | | **47,404** |

All the entries made, have been verified by me and are found same as the entries of the document presented.

Disclaimer : I hereby declare that all the contents of uploaded document and the original document are exactly same, and all the information provided by me are true to itself. The detail of property's holding number has been verified by me at the time of entry through alert generated by the system. I am satisfied with the verification and hence proceeding further for registration after seeing the alert.

(113)

Md. E. Haque
**Deed Writer / Advocate**

**Vendee / Claimant**

**Vendor / Executant**

कोरोना को हराना है सफाई को अपनाना है  दो गज की दूरी मास्क है जरूरी

(144)

# Document Registration Summary 1

Date :-09-Mar-2021

- Government/Market Value: ₹23169600/-
- Transaction Amount: ₹0 /-
- Paid Stamp Duty: ₹60539 /-

**Receipt :** 454264
**Receipt Date** : 09-03-2021
**Presenter Name:** -

| | |
|---|---|
| **E** | ₹2000 |
| **SP** | ₹1320 |
| **A1** | ₹45404 |
| **Stamp Duty** | ₹60539 |
| **Total** | ₹109263 |

On Date 09-03-2021 Presented at SRO - Ramgarh
Signature of Presenter

SRO - Ramgarh

| Payment Head | Amount To Be paid | Paid Amount | Balance Amount | Payment Mode | Payer Name | Reference No. | Payment Amount |
|---|---|---|---|---|---|---|---|
| Stamp Duty | 60539 | 60539 | 0 | GRAS | MsBiharFoundryAndCastingLtdThroughBishnuPrasadUpadhaya | • GRN Number : 2104354394 • DEPT Transaction Id : 968114ba0b8842c78de1 • Transaction Type : | 60539 |
| E | 2000 | 2000 | 0 | GRAS | MsBiharFoundryAndCastingLtdThroughBishnuPrasadUpadhaya | • GRN Number : 2104354711 • DEPT Transaction Id : 132938cf766b5118991f • Transaction Type : | 2000 |
| SP | 1320 | 1320 | 0 | GRAS | MsBiharFoundryAndCastingLtdThroughBishnuPrasadUpadhaya | • GRN Number : 2104354711 • DEPT Transaction Id : 132938cf766b5118991f • Transaction Type : | 1320 |
| A1 | 45404 | 45404 | 0 | GRAS | MsBiharFoundryAndCastingLtdThroughBishnuPrasadUpadhaya | • GRN Number : 2104354711 • DEPT Transaction Id : 132938cf766b5118991f • Transaction Type : | 45404 |
| Sub Total | 109263 | 109263 | 0 | | | | |

**Article :** Lease **Number of Pages :** 88

09.03.2021

**Signature of Operator** **Signature of Head Clerk** **Signature of Registering Officer**

9/03/2021

MITHILESH NARAYAN NOTARY Ranchi

175

OFFICE OF THE SUB REGISTRAR

**Office Name :-** SRO - Ramgarh

**District Name :-** Ramgarh

**State Name :-** Jharkhand

# Deed Endorsement

Token No :- **20210000018470**

| | |
|---|---|
| **Deed Type** | Lease |
| **Number of Pages** | 88 |
| **Fee Details** | **Stamp Duty** :- Rs. 60539, **E** :- Rs. 2000, **SP** :- Rs. 1320, **A1** :- Rs. 45404. |
| **Property No.** | 1 |
| **Valuation Details** | **Value :-** Rs.23169520/- ,**Transaction Amount** :- Rs.0/- |
| **Property Details** | **District :-** Ramgarh , **Tehsil :-** Ramgarh , **Village Name :-** Marar **Location :-** Other Road, Marar Word No<br>**Property Boundaries** :- East: BY SURVEY PLOT NO 1364P & INDL. PLOT NO C/4, West: BY SURVEY PLOT NO 1364P & INDL. PLOT NO 45, South: BY SURVEY PLOT NO 1364P & INDL. PLOT NO. E/1 , North: BY SURVEY PLOT NO 1405P & INDL. ROAD<br>**Khata Number** - 1**Plot Number** - 1364P<br>**Area Of Land** :- 113.00 Decimal |

Sh./Smt.**JIADA THROUGH INDRA BHUSHAN PRASAD SINHA** s/o/d/o/w/o **LATE TEJ NARAYAN SINGH** has presented the document for registration in this office

today dated :- **09-Mar-2021** Day :- **Tuesday** Time :- **15:01:40 PM**

JIADA THROUGH INDRA BHUSHAN PRASAD SINHA(Individual)

| Party Name | Document Type | Document Number |
|---|---|---|
| JIADA THROUGH INDRA BHUSHAN PRASAD SINHA | PAN/UID | 976898162175 |

| Sr.NO | Party Name and Address | Is e-KYC Verified? | e-KYC Details | Power Of Attorney | Party Type | Party_Photo | Finger Print | Signature |
|---|---|---|---|---|---|---|---|---|

| Sr.NO | Party Name and Address | Is e-KYC Verified? | e-KYC Details | Power Of Attorney | Party Type | Party_Photo | Finger Print | Signature |
|---|---|---|---|---|---|---|---|---|
| 1 | **JIADA THROUGH INDRA BHUSHAN PRASAD SINHA** **Address1 -** JIADA BHAWAN NAMKUM LOWADIH RANCHI, **Address2 -** , , , Jharkhand **PAN No.:** **Permission Case No.-** | Yes | Indra Bhushan Prasad Sinha **Address:-** Ews 132, Infront Of Hi-34, Harmu Housing Colony, Harmu, Doranda, , Ranchi, 834002, , Jharkhand, India | | LESSOR **Age:**59 |  |  | |
| 2 | **MS BIHAR FOUNDRY AND CASTING LTD THROUGH BISHNU PRASAD UPADHAYA** **Address1 -** BIHAR FOUNDRY AND CASTING LTD MAIN ROAD RANCHI RANCHI-1, **Address2 -** , , , Jharkhand **PAN No.:** **Permission Case No.-** | Yes | Bishnu Prasad Upadhaya **Address:-** FLAT NO AA3 N G ENCLAVE, Beside Medika Hospital, HANUMAN NAGAR, BARIATU, Bariatu, , Ranchi, 834009, , Jharkhand, India | | LESSEE **Age:**50 |  |  | |

NOTARY RANCHI

**Identification:**

F3

(1X7)

| Sr.NO | Party Name and Address | Photo | FingerPrint | Signature |
|---|---|---|---|---|
| 1 | **MANOJ KUMAR**<br>S/o-D/o **PALTU RAWANI**<br>**Address1 -** RETIRE COLONY MADHUVAN SINIDIH TUNDOO DHANBAD, **Address2 -**<br>, , , Jharkhand<br>**PAN No.:** |  |  | |

**Witness:**

I/We individually/Collectively recognize the Seller(S) and Buyer(s)

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|---|---|---|---|---|
| 1 | **GAUTAM KUMAR MISHRA**<br>**Address1 -** TELODIH DORANDA DHANWAR GIRIDIH, **Address2 -**<br>, , , Jharkhand | | | |

**Signature of Operator**

**Seal and Signature of Registering Officer**

09.03.2021

Above signature & thumb Impression are affixed in my presence.

Above mentioned, **( JIADA THROUGH INDRA BHUSHAN PRASAD SINHA)**, has/have admitted the execution before me. He/ She/ They has / have been identified by **(MANOJ KUMAR)** Son/Daughter/Wife of **(PALTU RAWANI)** resident of **(RETIRE COLONY MADHUVAN SINIDIH TUNDOO DHANBAD)** and by occupation **(Business)**.

09.03.2021

**Signature of Registering Officer**

09.03.2021

Date:- **09-Mar-2021**

**Seal and Signature of Registering Officer**

NOTARY
RANCHI
Reg. No.-
A/AB 22/89

394

**Token No.: 20210000018470**

# CERTIFICATE

## Office of the SRO - Ramgarh

This **Lease** was presented before the registering officer on date **09-Mar-2021** by **JIADA THROUGH INDRA BHUSHAN PRASAD SINHA**, S/O, D/O, W/O **LATE TEJ NARAYAN SINGH** resident of JIADA BHAWAN NAMKUM LOWADIH RANCHI ,.

This deed was registered as Document No:- **2021/RAM/477/BK1/463** in Book No :- **BK1**,Volume No :- 58 from Page No :- 253 to 340 at, office of **SRO - Ramgarh**

Date:- **09-Mar-2021**

**Registering Officer**

NOTARY RANCHI Reg. No. A/B 22/89

**ENCLOSURE-2**

(179)

BFCL

Ref: BFCL/ENV/2022/25

Date: 06.04.2023

To,
The Members Secretary
Jharkhand Sate Pollution Control Board
TA Division Building,
Ground Floor, HEC,
Dhurwa, Ranchi (Jharkhand).

Sub: Correction of area in Consent to Operate of M/s Bihar Foundry & Castings Ltd. for MS Billets plant.

Ref: CTO Ref. No.JSPCB/HO/RNC/CTO-4426528/2019/2376 dated 28.11.2019

Dear Sir,

With reference to the subject noted above this is to submitted that Consent to Operate of M/s Bihar Foundry & Castings Ltd. has been issued vide Ref. No.JSPCB/HO/RNC/CTO-4426528/2019/2376 dated 28.11.2019 for MS billets Plant. In this Consent to Operate the area of the plant has been mentioned 19 Ha. In this regard this is to mentioned that the plant area is 19 acres not 19 Ha. The copies of the land lease issued by RIADA are enclosed herewith for your reference.

It is therefore requested to re-issue Consent to Operate with area 19 acres instead of 19 Ha. We shall always remain obliged to you for this kind act.

Thanking you,

Yours faithfully,
For Bihar Foundry & Castings Ltd.

BIHAR FOUNDRY & CASTINGS LTD. RANCHI

(Authorised Signatory)

Encl: 1) A copy of Deed No.5057 dated 01.05.1971 Area 14 acres
2) A copy of Deed No.2723 dated 28.10.2015 Area 5 acres
Total Area= 19.00 acres

10/04/23

**Bihar Foundry & Castings Limited**
Works :- Ramgarh Industrial Area, P.O.- Marar, Dist.- Ramgarh, Jharkhand - 829117.
Registered Office :- Main Road, Ranchi, Jharkhand - 834001.
CIN No :- U27100JH1971PLC000912 & GST No :- 20AABCB1852D1ZI
Landline :- 0651-2202699 Fax :- 0651- 2202799 Email :- bfclgfa@gmail.com

SHLESH NARAYAN JHA NOTARY RANCHI Reg. No. - A/AB 22/89 Ranchi (Jharkhand) India

# JHARKHAND STATE POLLUTION CONTROL BOARD

TOWNSHIP ADMINISTRATION BUILDING, HEC COMPLEX, DHURWA, RANCHI 834004
Telephone: 0651-2400850 (Fax)/ 2400851/2400852/2401847/2400979/2400139

Ref No. JSPCB/HO/RNC/CTO-4412165/2020/1819 Dated : 2020-11-10

**Consent to operate (CTO) under section 25 /26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981**

1. Application (s) dated 2020-10-03 of GAUTAM FERRO ALLOYS (UNIT OF BFCL), Occupier Name :HARI KRISHNA BUDHIA for consent under section 25 (1)(b)/25 (1) (c)/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21(1) of the Air (Prevention & Control of Pollution) Act,1981..

2. **Documents Relied Upon:**

(a) The content of Environmental Clearance (EC) vide ref. No.-J11011/34/2010-IA.II(I), Dated-31.10.2011 issued by Ministry of Environment & Forest, Govt. of lndia, New De1hi.

(b) The content of Consent-to-Establish (CTE), vide Ref. No.
(i) T-551, Dated- 24.02.2000 for 26 TPD,
(ii) 2577 , Dated-20.05.2009 for 30 TPD &
(iii) D-1510(N), Dated. 21.05.20l4 lor 40 TPD.

(c) The content of Consent-to-Operate (CTO), vide Ref. No. B-42, Dated. 06.01.2016.

(d) The content of Inspection Report (IR) vide Ref. No. 936 Dated. 08.09.2020.

(e) The content of self certificate regarding procurement of raw material from valid sources.

3. The consent is granted under section 25 / 26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981 to operate the project in Mauza -MARAR , P S -RAMGARH , District -RAMGARH , as follows:

| Project | Site-Area | | Investment (Rs) | Product & Capacity | Period of CTO |
|---|---|---|---|---|---|
| | Plot Nos. | Area | | | Date of issue To |
| Before Expansion | 1405 (P) | 7.26 Acre | 35 Crore | Ferro Alloys Silico/ Manganese - 96 TPD (as per previous CTO) | 31/12/2025 |

(A) **Specific Conditions:**

1. That, the occupier shall obtain raw materials from valid source only.

2. That, the occupier shall operate and maintain online stack emission monitoring system with connectivity to Jharkhand State Pollution Control Board server.

3. That, the occupier shall do regular cleaning and wetting of the ground and shall maintain good housekeeping.

4. That, the occupier shall install and operate fixed type water sprinklers at all dusty places inside the plant.

5. That, the occupier shall upgrade, operate and maintain air pollution control device such as fume extraction system and bag filters.

6. That, the occupier shall utilize solid waste properly.

7. That, the occupier shall comply all the conditions of EC and CTO and submit its six monthly compliance report to the Board alongwith recent analysis report successively.

8. That, this CTO supersedes the CTO granted vide ref. no. B-42, dated 06.01.2016.

9. That, the occupier shall submit applications for renewal of consent under section 25 / 26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981 again 120 days prior to the date of expiry of this consent with documents showing compliance of all of the above conditions.

**(B) General Conditions :**

(1) That, the occupier shall maintain the **National Ambient Air Quality Standard** given below:

MITHLESH NARAYAN
NOTARY
RANCHI
Ranchi Jharkhand

| S N | Pollutant | Time Weighted Average | Concentration in Ambient Air | |
|---|---|---|---|---|
| | | | Industrial, Residential, Rural and Other Area | Ecologically Sensitive Area (notified by Central Govt.) |
| (1) | (2) | (3) | (4) | (5) |
| 1. | Sulphur Dioxide (SO2), µg/m3 | Annual<br>24 hours | 50<br>80 | 20<br>80 |
| 2. | Nitrogen Dioxide (NO2), µg/m3 | Annual<br>24 hours | 40<br>80 | 30<br>80 |
| 3. | Particulate Matter (size less than 10 µm) or PM10, µg/m3 | Annual<br>24 hours | 60<br>100 | 60<br>100 |
| 4. | Particulate Matter (size less than 2.5 µm) or PM2.5, µg/m3 | Annual<br>24 hours | 40<br>60 | 40<br>60 |
| 5. | Ozone(O3), µg/m3 | 8 hours<br>1 hour | 100<br>180 | 100<br>180 |
| 6. | Lead (Pb) µg/m3 | Annual<br>24 hours | 0.50<br>1.0 | 0.50<br>1.0 |
| 7. | Carbon Monoxide (CO) mg/m3 | 8 hours<br>1 hour | 02<br>04 | 02<br>04 |
| 8. | Ammonia (NH3) µg/m3 | Annual<br>24 hours | 100<br>400 | 100<br>400 |
| 9. | Benzene (C6H6) µg/m3 | Annual | 05 | 05 |
| 10. | Benzo(a) Pyrene(BaP) Particulate Phase only ng/m3 | Annual | 01 | 01 |
| 11. | Arsenic (As) ng/m3 | Annual | 06 | 06 |
| 12. | Nickel (Ni) ng/m3 | Annual | 20 | 20 |

**Note : Serial no. 1 to 4 – Mandatory**
**Serial no. 5 to 12 As applicable for specific type of industry.**

(2) That, the occupier shall maintain the emission quality within the standard and the quantity, as follows:

| S N | Parameter | Standard |
|---|---|---|
| 1 | Particulate Matter | 150 mg/Nm3 |

(3) That, the occupier shall keep process effluent in close-circuit and the quality of effluent from other sources in conformity with the standard (s) and the discharge quantity as below:

| S N | Parameter | Standard |
|---|---|---|
| 1 | Total Suspended Solids | 100 mg/L |
| 2 | BOD | 30 mg/L |
| 3 | COD | 250 mg/L |
| 4 | Oil & Grease | 10 mg/L |

(4) That, the occupier shall dispose of solid wastes as follows:

| S N | Waste Type | Mode of Disposal |
|---|---|---|
| 1 | Hazardous Carbonaceous Wastes | In co-processing in high temperature furnaces or kilns |
| 2 | Hazardous Non-Carbonaceous Wastes | In TSDF |
| 3 | Non-Carbonaceous Non-Hazardous solid wastes/ Mine Over Burden | As a substitute of Soil or Mineral |

(5) That, the occupier shall keep D G Set(s) within acoustic enclosure and shall keep the height(s) of exhaust pipe(s) as per Central Pollution Control Board norm.

(6) That, the occupier shall install and maintain Central Ground Water Board/ State Ground Water Directorate approved system of rain water harvesting-cum-ground water recharge and submit the photographic view of the structures within a month.

(7) That, the occupier shall grow and maintain greenery of the project in the periphery and other available spaces and shall continue enhancing its plant density and biodiversity.

(8) That, the occupier shall submit environmental statement with supporting stoichiometric calculations analyses reports, every year latest by 30th September of the next financial year.

(9) That, the occupier shall submit report(s) duly monitored and issued by an NABL accredited/ ISO 9001:2008 and OHSAS 18001:2007 certified laboratory in compliance sub-para (2), (3), (4) and (5) of paragraph 3 of this CTO yearly at required periodicity.

(10) That, this CTO is valid subjected to the validity of mining Lease/Mining Plan/Ecofriendly/Environmental Clearance, if applicable. In case of no renewal of Mining Lease/Mining Plan, this consent shall be treated as revoked automatically.

(11) That, this CTO is issued from the environmental angle only and does not absolve the occupier from other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility to comply with these conditions laid down in all other laws for the time-being in force, rests with the industry/ unit/ occupier.

(12) That, this CTO shall not in any way, adversely affect or jeopardize the legal proceeding , if any, instituted in the past or that could be , instituted against you by the State Board for violation of the provisions of the Act or the Rules made there under.

(13) That, the occupier shall comply with all applicable provisions of the Water (Prevention & Control of Pollution) Act, 1974; the Water (Prevention & Control of Pollution) Cess Act, 1977; the Air (Prevention & Control of Pollution) Act, 1981; and the Environment (Protection) Act, 1986 and Rules made there under.

**4. That, this CTO shall not absolve the occupier from making compliance of other statutory prescribed under any law or direction of courts or any other instrument for the time being in force.**

**5. That, this CTO is being issued on the basis of information/ documents/ certificate submitted by the unit. This CTO will be revoked if any of the information/documents/certificates/undertaking given by the occupier is found false/fictitious/forged in future.**

**6. The Order shall be valid subject to compliance of all other legal requirements applicable to the unit.**

**7. The State Board reserve the right to revoke, withdraw or make any reasonable variation / change / alteration in conditions of this consent.**

**This is issued with the approval of the Competent authority**

RAJEEV LOCHAN BAKSHI
Digitally signed by RAJEEV LOCHAN BAKSHI
Date: 2020.11.10 12:08:31 +05'30'

**[Rajeev Lochan Bakshi]**
Member Secretary

Memo No. : JSPCB/HO/RNC/CTO-4412165/2020/1819

Dated : 2020-11-10

**Copy to:** Sri Hari Krishna Budhia (MD), M/s Gautam Ferro Alloys (Unit of BFCL), At+P.O.- Marar, Ramgarh-Industrial Area, Dist.- Ramgarh(Jharkhand)/ Director of Industry, Government of Jharkhand, Ranchi/ Chief Inspector of factories, Ranchi/ Deputy Commissioner, Ramgarh/ DFO, Ramgarh/ Regional officer, Ro, Hazaribagh for information & ensuring compliance of the above conditions. Regional Officer, Hazaribagh is requested to examine the status of compliance every year and shall submit the report to the Board.

RAJEEV LOCHAN BAKSHI
Digitally signed by RAJEEV LOCHAN BAKSHI
Date: 2020.11.10 12:09:11 +05'30'

**[Rajeev Lochan Bakshi]**
Member Secretary

NOTARY
RANCHI
A/AB 22/89

(145)

**झारखण्ड औद्योगिक क्षेत्र विकास प्राधिकार, राँची प्रक्षेत्र**
**जियाडा भवन, नामकुम औद्योगिक क्षेत्र, लोबाडीह,राँची।**

पत्रांक– 34 दिनांक– 20/01/2020

प्रेषकः

श्री निरंजन तिर्की,
विकास पदाधिकारी।

सेवा में,

जिला अवर निबंधक,
रामगढ़।

विषयः–M/s BIHAR FOUNDRY & CASTING LTD., रामगढ़ औद्योगिक क्षेत्र का पट्टाकरण के संबंध में।

महाशय,

उपर्युक्त विषयक के संबंध में कहना है कि M/s BIHAR FOUNDRY & CASTING LTD., रामगढ़ औद्योगिक क्षेत्र का पट्टाकरण कागजात निबंधन करने की कृपा की जाय। प्राधिकार की ओर से श्री इन्द्रभूषण प्रसाद सिन्हा, आशुटंकक, जियाडा, राँची प्रक्षेत्र कागजात उपस्थापित करेगें जिनका हस्ताक्षर नीचे अभिप्रमाणित है।

विश्वास भाजन,
20/1/2020
विकास पदाधिकारी।

(इन्द्रभूषण प्रसाद सिन्हा)
आशुटंकक, जियाडा, राँची प्रक्षेत्र।

MITHILESH NA
NOTARY
RANCI
Reg. N
A/AB 22/80
Jharkhe

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377

# INDIA NON JUDICIAL

## Government of Jharkhand

### e-Stamp

सत्यमेव जयते

| | | |
|---|---|---|
| Certificate No. | : | IN-JH23873502661903R |
| Certificate Issued Date | : | 30-Nov-2019 01:47 PM |
| Account Reference | : | GOVACC (GV)/ jhsrogv07/ RAMGARH/ JH-RG |
| Unique Doc. Reference | : | SUBIN-JHJHSROGV0733867626513194R |
| Purchased by | : | BIHAR FOUNDRY AND CASTINGS LIMITED : B P UPADHAYA |
| Description of Document | : | Article 35 Lease |
| Property Description | : | MARAR 144 RAMGARH |
| Consideration Price (Rs.) | : | 1,96,32,280<br>(One Crore Ninety Six Lakh Thirty Two Thousand Two Hundred And Eighty only) |
| First Party | : | JHARKHAND INDUSTRIAL AREA DEVELOPMENT AUTHORITY |
| Second Party | : | BIHAR FOUNDRY AND CASTINGS LTD |
| Stamp Duty Paid By | : | BIHAR FOUNDRY AND CASTINGS LTD |
| Stamp Duty Amount(Rs.) | : | 7,85,500<br>(Seven Lakh Eighty Five Thousand Five Hundred only) |

2/3/20

Please write or type below this line

MITHILESH NA... NOTARY ... Ranchi (Jharkhand)

FOR BIHAR FOUNDRY & CASTINGS LTD.

Gaurav Budhia
20/1/2020 DIRECTOR

विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची 20/1/2020

कार्यालय जिला अवर निबंधक

02.03.2020

SR 0002218510

(127)

Lease for (30) thirty years only

P.S. Ramgarh

8-785500=

पुनरीक्षित न्यूनतम मूल्य मार्गदर्शिका पंजी में वार्डवार/मौजा से मिलान किया। न्यूनतम मूल्य से कम नहीं।

नियम 21 के अधीन ग्राह्य भारतीय स्टाम्प अधिनियम (इंडियन स्टाम्प एक्ट) 1899 के अनुसूची 1 मदि 1 के सं0..की अधीन अपेक्षित स्टाम्प सहित (या स्टाम्प शुल्क से विमुख या स्टाम्प शुल्क अपेक्षित नहीं)
ता0.....20....

02.03.2020

अवर निबंधन पदाधिकारी
रामगढ

Stamp Paid-
Area- A(a) 588969=00
Anchal- 2000=00
Rent- (E)
Fees Paid-
Al- 590969=00
LL-
P fees-

उपायुक्त रामगढ़ का पत्रांक 414/रा0 दिनांक 27/01/2020 के अनुसार निबंधन किया गया।

**LEASE DEED**

THIS DEED OF LEASE IS made on this the_____ day of 20_____ at _____

**BETWEEN**

The Jharkhand Industrial Area Development Authority, Ranchi Region, JIADA Bhawan 5th floor, Namkum Industrial Area, Lowadih, Ranchi-834010. Represented by its Regional Director/his authorized representative **Sri Niranjan Trikey** S/o **Late Abraham Trikey** aged about **52** years, by Faith-**Christian**, Nationality-**Indian**, Permanent Resident of **JIADA Bhawan Namkum Lowadih, Ranchi**. Local Resident of **JIADA Bhawan Namkum Lowadih, Ranchi** P.O-**Namkum**, P.S-**Namkum** Town-**Ranchi**, District-**Ranchi**, State-**Jharkhand** hereinafter to be referred to as the 'Authority' which terms shall include its successors in office, hereinafter to be referred to as the 'LESSOR' or the 'AUTHORITY' which expression shall, where in the context show admits or implies, includes successor in office and permitted assign of the first part

FOR BIHAR FOUNDRY & CASTINGS LTD.

उपायुक्त रामगढ़ का पत्रांक 414/रा0 दिनांक 27/01/2020

128

मो० एकरामुल हक
दस्तावेज लेखक
ला० नं०-23/02, रामगढ़

कार्यालय जिला अवर निबंधक रामगढ़

संकेता का नाम.....
निवास.....जाति.....
लेख्यकारी दावेदार का जिला अवर निबंधक रामगढ़
द्वारा प्रमाणीकृत पुस्तकारनामा सं०.....वर्ष.....
अधीन लेख्यकारियों की श्रेणी में से एक श्री
.....के अटेस्टेड कॉपी
पूर्वाह्न (या अपराह्न) में जिला अवर निबंधक
कार्यालय रामगढ़ में निबंधन के लिए पेश किया।

02.03.2020

1 प्रस्थापक का हस्ताक्षर

निबंधन पदाधिकारी
रामगढ़

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg. No.-
A/AB 22/89

**AND**

**Shri Gaurav Budhia S/o Shri Hari Krishna Budhia** aged about **29** years, by occupation-Business by Caste-Hindu, by Faith-Hindu, Nationality-Indian, Permanent Resident of **Near Surendranath Centenary School H.B.School, H.B. Road Dipatoli, Ranchi-834009 Jharkhand** EMAIL ID: **bfclgfa@gmail.com** representing the allottee **Shri Gaurav Budhia, Director of M/s.BIHAR FOUNDRY & CASTING LTD., Plot No. C5,C6,D8,C9,C10,F11 & F12, Ramgarh Industrial Area, Ramgarh** hereinafter to be referred to as the 'LESSEE' which terms shall include the legal heirs, successors, legal representatives, assigns of the other part.

**PART-I**

**SHORT RECITAL**

1. Whereas, the lessor is an Authority created under section 3 of Bihar Industrial Area Development Authority Act, 1974 as adopted by the Government of Jharkhand vide Notification No.339 dated 02.03.2001 issued by the Department of Science Technology, Information Technology and Industry as Jharkhand Industrial Area Development Authority Act, 2001 and is committed for planned development of industrial area and promotion of industry and matters appurtenant thereto under its command area.

2. Whereas, for fulfillment of its objective the lessor Authority has been making the land available to the intending entrepreneur on lease term basis for setting up industry as per actual requirement and subject to the provisions of Jharkhand Industrial Area Development Authority Act, 2001 as amended from time to time, Jharkhand Industrial Area Development Authority Rules, 2001, Jharkhand Industrial Policy as applicable on the relevant date and the Regulations 2015 of the Authority made in exercise of powers conferred under section 15 of Jharkhand Industrial Area Development Authority Act, 2001.

NOTARY RANCHI Reg. No. A/AB 22/89

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Budhia
20/1/2020 DIRECTOR

20/1/2020
विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

(120)



3. Whereas, the lessee applied for allotment of Addl. **3.67 Acres** area of land for setting up " **Ferro-Alloys** " industry in the command area of the lessor and the lessor after considering the requirement of land of the lessee, allotted Addl. **3.67 Acres** area of land/ shed/ plot, more fully described in the Land Schedule below, vide allotment order No.**1173** dated **16.09.2019** and upon payment of **Rs.19,19,188.00 (Rupees Nineteen Lakhs Nineteen Thousand One Hundred Eightyeight only)** (Land Price Rs.1,91,91,880.00 1st installment Land Price Rs.19,19,188.00) towards full premium of land / first installment in case of mega IT industry (*whichever is applicable*), execution of indemnity bond dated Nil and the lessee has been handed over physical possession of allotted land on **19.11.2019**.

4. Whereas, in terms of Authority's Regulations 2015, the lessee has to get the lease deed executed by the lessor and registered within a period of three months from the date of taking possession of the allotted land/ shed. Since the lessee has fulfilled the conditions for execution of lease deed, the lessor executes the lease deed.

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Rudlip
20/1/2020
DIRECTOR

20/1/2020
विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

THILESH NA... NOTAR... RANCHI

(121)



## LAND SCHEDULE

DETAILS OF LAND TO BE LEASED OUT
M/S. **BIHAR FOUNDRY & CASTING LTD.,**
**Ramgarh** Industrial Area
Village :**Marar**
Thana No. :**144**
Thana :**Ramgarh**
Dist. :**Ramgarh**
Corresponding to Industrial Plot No.**C5,C6,D8,C9,C10,F11 & F12**

| Khata No. | Survey Plot No. | Area |
|---|---|---|
| 1 | 1405P | 3.67 |
| | | **Total Area : 3.67 Acres** |

Calculation of Industrial Plot No.**C5,C6,D8,C9,C10,F11 & F12**

## BOUNDARY

| | | As per Survey Plot No. As per Industrial Plot No. |
|---|---|---|
| North | : | **By Survey Plot No.1405P & Indl. Road** |
| South | : | **By Survey Plot No.1405P & Indl. Plot No.C/7 & Indl. Road** |
| East | : | **By Survey Plot No.1405P & Indl. Plot No.C7 & Indl. Road** |
| West | : | **By Survey Plot No.1405P & Indl. Plot No.45** |

Possession taken over the plot on:**19.11.2019**

FOR BIHAR FOUNDRY & CASTINGS LTD.
Gaurav Budhia
20/1/2020 DIRECTOR

20/1/2020
विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg. No
A/AB 22/89
Ranchi (Jharkhand) India

-5-

## PART-II

### TERMS AND CONDITIONS OF LEASE DEED

The lessor and the lessee hereby covenants and agrees as follows:-

1. That the scheduled land has been allotted to the lessee by the lessor for setting up "**M/s.BIHAR FOUNDRY & CASTING LTD.,** " industry in the command area of the lessor for manufacturing " **Ferro-Alloys.**"

2. That the period of tenure of lease in respect of the scheduled land/ shed shall be for a period of 30 (thirty) years from the date of allotment and annual rent and other charges shall be paid by the lessee to the lessor as decided by the Managing Director of the Authority.

3. That the tenure of lease as above shall be subject to renewal at the option of the parties. In order to get the tenure of lease renewed, the lessee shall make a written request to the lessor three months prior to expiry of lease period. After considering the request of the lessee objectively, the lessor shall renew the tenure of lease for another period of 30 (thirty) years on payment of processing fee of Rs.10,000.00 for land upto 1.0 acres, Rs.25,000.00 for land above 1.0 acres upto 3.0 acres and Rs.50,000.00 for land over 3.0 acres or as decided by the lessor from time to time and on furnishing declaration by the lessee that it/he/she shall utilize the land only for the purpose it has been allotted and that the conditions of allotment order, indemnity bond and this lease deed is acceptable to it/him/her and that the lessee is not in default in payment of dues of the Authority and any statutory dues or dues of any financial institution payable by the lessee.

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Gaurav Rudlia
20/1/2020 DIRECTOR

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NOTARY
RANCHI
Reg. No.
A/SR 2/99
Ranchi (Jharkhand)

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4. That if the lessee is a mega, Textile industry it shall have option to pay the total land premium, land development charges calculated and fixed by the lessor, in **Ten** equal installments spread over period of 5 (Five) years. The lessee is held and firmly bound to pay the land premium in remaining Nine installments which shall be spread over period of 4 ½ (Four and half) years within one month of demand from the lessor Authority. For deferred payment, the lessor shall charge interest on balance amount @15% p.a subject to revision by the lessor from time to time. If the lessee fails to make payment of any installment within the time frame fixed by the lessor, additional charge at prevailing rate accruing upon the footing of yearly computed interest shall be borne by the lessee. No rebate shall be admissible in this regard and the lessor reserves its right to make change in the rate of interest. Delivery of possession of land/ shed has been made to the lessee by the lessor on payment of first installment and the schedule for payment for the remaining nine installments are fixed as follows:-

| Sl.No. | Installment | Amount | Amount | Interest | Total Amount | Due Date |
|---|---|---|---|---|---|---|
| 1 | 1st installment | Rs.1,91,91,880.00 | Rs.19,19,188.00 | Rs.Nil | Rs.19,19,188.00 | 02.08.2019 |
| 2 | 2nd installment | Rs.1,72,72,692.00 | Rs.19,19,188.00 | Rs.4,31,817.00 | Rs.23,51,005.00 | 02.02.2020 |
| 3 | 3rd installment | Rs.1,53,53,504.00 | Rs.19,19,188.00 | Rs.3,38,838.00 | Rs.22,58,026.00 | 02.08.2020 |
| 4 | 4th installment | Rs.1,34,34,316.00 | Rs.19,19,188.00 | Rs.3,35,858.00 | Rs.22,55,046.00 | 02.02.2021 |
| 5 | 5th installment | Rs.1,15,15,128.00 | Rs.19,19,188.00 | Rs.2,87,878.00 | Rs.22,07,066.00 | 02.08.2021 |
| 6 | 6th installment | Rs.95,95,940.00 | Rs.19,19,188.00 | Rs.2,39,899.00 | Rs.21,59,087.00 | 02.02.2022 |
| 7 | 7th installment | Rs.76,76,752.00 | Rs.19,19,188.00 | Rs.1,91,919.00 | Rs.21,11,107.00 | 02.08.2022 |
| 8 | 8th installment | Rs.57,57,564.00 | Rs.19,19,188.00 | Rs.1,43,939.00 | Rs.20,63,127.00 | 02.02.2023 |
| 9 | 9th installment | Rs.38,38,376.00 | Rs.19,19,188.00 | Rs.95,959.00 | Rs.20,15,147.00 | 02.08.2023 |
| 10 | 10th installment | Rs.19,19,188.00 | Rs.19,19,188.00 | Rs.47,980.00 | Rs.19,67,168.00 | 02.02.2024 |

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5. That the lessee shall pay an annual rent of Rs.5000 Per Acre Only per acre per annum i.e. **Rs.36700.00 (Rupees Thirtysix Thousand Seven Hundred)** and annual maintenance charges of Rs.7000.00 (Rupees Seven Thousand) only per acre per annum i.e. **Rs.51380.00 (Rupees Fiftyone Thousand Three Hundred Eighty)** on before 31st March of each year and monthly street light charges of Rs.**Nil** only as demanded by the lessor. The rent, maintenance charges and street light charges shall be revisable from time to time by the lessor and shall be payable by the lessee.

6. That the trees standing on the plot shall continue to be the property of the lessor and will not be cut or removed by the lessee without obtaining prior permission from the lessor. The lessee shall be required to undertake plantation work within and outside its premises keeping in view the maintenance of ecological balance in the industrial area.

7. That if the lessee fails to make payment of any dues within the time frame fixed by the Authority an additional charge at the prevailing rate accruing upon the footing of yearly compound interest shall be payable by the lessee. No rebel shall be admissible in this regard. The lessor reserves its right to make change in the rate of interest from time to time and the revised rate shall be payable by the lessee.

8. That in the event of nonpayment of the aforesaid outstanding amount, rent, maintenance charges, installments etc on demand by the lessor within the period stipulated in the letter of demand, the lessor shall have right to cancel the allotment order, terminate this lease deed and forfeit the amount paid by the lessee and realize the dues with compound interest @ 15% p.a by sale of structure standing over the cancelled plot and from other properties of the lessee under the provisions of Bihar & Orissa Public Demand Recovery Act, 1914

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9. That the lessee shall get the boundaries of land allotted to it/him/her demarcated correctly at the time of taking physical possession thereof from the lessor/ representative of the lessor.

10. That the lessee shall go into production or show substantial progress towards the implementation of project within six months from the date of approval of plan and shall start construction work with the margin money showed in the project report as input out of it/his/her own resources. Similarly, in the matter of installation of machineries etc, the lessee shall put machineries and other infrastructure with his share of working capital. Non financing by the financial institution shall not be considered by the lessor as non adherence of schedule of implementation of the project by the lessee and the lessor shall be at liberty to take appropriate action against the lessee for non adherence of schedule of project implementation.

11. That the lessee shall obtain water, drainage and power connection by making application in prescribed form to the respective authorities. Environmental clearance, fire clearance as well as ground water clearance, if required to be obtained at any stage during the tenure of allotment, the lessee shall obtain these clearances on its own and the lessor Authority shall in no way be responsible for the delay or rejection of application of the unit for the above.

12. That the lessee shall be responsible for construction and maintenance of any road or drainage or any electrical installation within the allotted plot/shed as per approved plan at his own cost and expenses.

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13. That the lessee shall obtain required consent under concerned pollution laws or No Objection Certificate as the case may be before commencement of construction work and consent to operate (as applicable) before commencement of production in the unit from Jharkhand State Pollution Control Board.

14. That the mortgage of lease hold right on land in favor of nationalized and scheduled banks or any other financial institution in any sector for financing the project on the scheduled land, shall be permissible with prior written consent of the Managing Director of the Authority only for the project duly cleared by the PCC on the allotted plot and where time limit for bringing the unit to production exists.

15. That the application for consent made by the lessee to the Managing Director of the Authority for mortgage of the lease hold right in respect of the scheduled property in favor of nationalized or scheduled banks shall be disposed of within 15 days from the date of submission of application.

16. That in case of mortgage, the Authority shall have the first charge on the assets/ property (built space/ shed) towards transfer charges, extension charges, lease rent interest and any other dues, taxes, charges etc payable to the Authority from time to time.

17. That the lessee/ allottee shall submit to the Authority application for grant of consent to mortgage along with consent/ commitment letter from the financial institution to the effect that the financial institution shall make the finance available to the allottee.

MITHLESH NARAYAN NOTARY Ranchi (Jharkhand) India

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18. That the financial institutions which take the mortgage of the lease hold scheduled property or any part thereof, in the event of sale of lease hold right in the mortgaged plot/shed shall obtain information from the Authority about its dues, processing fees, land premium, lease rent, interest or any other dues including taxes and charges etc payable to it by the lessee atleast 7 (seven) days prior to the auction sale of the scheduled property. If the financial institution proceeds to sell the property by auction, the intending bidders must be informed in writing through notice or otherwise that the successful bidder shall be given possession of the lease hold right on the scheduled property only after production of No Dues Certificate from the office of the lessor.

19. That the mortgaged lease hold right in the scheduled land auctioned by the bank/ financial institution/ statutory authority may be considered for regularization by the lessor in favour of the successful bidder identified by the bank/ financial institution/ statutory authority for substitution on payment of transfer fee of 15% in case of small and medium scale enterprises or 25% in case of others, of the lease premium of land from the successful bidder at the prevalent rate and other charges prevalent at the time of consideration along with all dues of the lessor .

20. That the lessee shall submit a plan of the factory/ shed or and building plan etc along with necessary documents within six months from the date of taking delivery of possession of the allotted plot/land/shed for approval of the Managing Director of the Authority as 'Controlling Authority' under the Building Bye Laws of Authority and/or Bihar /Jharkhand Restrictions of Uses of Land Act or/and for approval of Chief Inspector of Factories, Jharkhand through Inspector of Factories of the Circle

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concerned. Failure on the part of the lessee in submitting factory/ shed plan/ building plan for approval shall entail late action fee @ Rs.1.00 per sqft per month and the lessee binds itself/himself/ herself to pay late action fee at the aforesaid rate to the Authority on demand. The Chief Inspector of Factories, Jharkhand/ Inspector of Factories shall dispose of application for factory/ shed and/or building plan within thirty days of the date of receipt of plan from Managing Director of the Authority. The lessor shall respond to the lessee within ninety days from the date of submission of plan with necessary approval. However, if warranted lessor may ask for any clarification/ modification and submission of revised plan. In case no communication is received from the lessor within 90 days from the date of submission of plan/ revised plan, it shall be construed and deemed to have been approved/ sanctioned by the competent authority and the lessee shall commence construction/ further activity as per plan/ revised plan submitted for approval.

21. That the lessee shall at its/his/own cost construct and maintain access road leading from the State Road to the shed /allotted plot strictly in accordance with the specifications and details prescribed by the lessor or his nominee.

22. That the lessor shall organize periodic inspection of allotted plot/ shed/ land to the lessee to ensure proper utilization of allotted land/ shed/ plot and progress about factory/ shed/ building as per plan towards implementation of the project and the lessee binds itself/ himself/ herself to extend all co-operation to the inspecting personnel and provide realistic information and shall not conceal any aspect of the ongoing activities on the plot, failing which, the lessee shall make itself/ himself/ herself liable for initiation for action for cancellation of plot/shed. Non co-operation

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of the lessee shall also mean and include avoiding and refusing to receive any valid communication including notice from the Authority by the lessee including its/his/her representative, not allowing entry of the officials of the Authority inside the factory/plot and refusing to sign on the spot report prepared by the inspecting officials.

23. That the lessee shall start construction as per approved factory/ shed/ building plan within 6 (six) months from the approval/ deemed approval of plan, extendable to maximum period of an another spell of 6 (six) months under extra ordinary circumstances to the satisfaction and with prior approval of Managing Director of the Authority. In the event of failure of the above, late action charges @ Rs.1.00 per sqft per month from the last day of extended period shall be payable by the lessee to the Authority on demand and in the event of failure on the part of the lessee in payment of demanded amount, the lessee shall make itself liable for action as warranted under the facts and circumstances of the case.

24. That in the event of making any construction without prior approval of Managing Director of the Authority or any deviation from the approved plan of construction or use of land/ shed for any non industrial purposes or the lessee putting the land to use for purposes other than the purposes for which it was allotted, the Managing Director of the Authority shall have the option to charge the cost and rent of the land/ shed of the entire period of remaining in use of such land/ shed at the prevailing/ current market rate to be determined by the Managing Director of the Authority and shall also cancel the allotment, terminate the lease deed, if executed, and forfeit the land premium and resume land/ shed in question after 30 (thirty) days from the date of order of cancellation and no compensation shall be payable to the lessee either for the unexpired period of lease or for the structure, building, installations and immoveable assets in any shape/ form erected thereon.

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25. That in the event of the lessee either not utilizing or underutilizing the allotted land/ plot/ shed for the purpose it was allotted, the Managing Director of the Authority shall initiate action for cancellation of under/unutilized portion of land/plot/ shed in accordance with the principles of natural justice. In reply to the show cause, if the lessee gives an undertaking to utilize the under/unutilized portion of land/plot/ shed within a specified time frame, then in that event of violation of such undertaking, the lessee shall be liable for payment of non action charges @ Rs.10.00 (Ten) per sqft per month from the date of execution of undertaking. Even after imposition of said non action charges, if the lessee fails to abide by the undertaking so given, the allotment of such concerned portion of land/plot/ shed shall be cancelled by observing the principles of natural justice, lease deed, if executed, terminated and land premium forfeited by the Managing Director of the Authority and action shall be taken for recovery of non action charges under Bihar & Orissa Public Demand Recovery Act, 1914.

26. That in case of violation of provision 29(ii) of the Authority's Regulations 2015, the lessee shall be punishable with fine which may extend uptoRs.10,000.00 or simple imprisonment for a term which may extend to six months or both and in case of continuance of violation with a further fine which may extend to Rs.100.00 every day after conviction as above.

27 That the lessee shall not make any change either in the name of the lessee or the constitution of the lessee or lease hold right of the lessee or merge/ demerge/amalgamate the lessee without prior permission of the lessor.

28. That at any stage of the leasehold period if any part or parts of the allotted plot/land/shed is required by the State government or the Authority for public purposes, of which the State government or the Authority shall

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be the sole judge, or if it is found that any portion of the land/ shed is not required by the lessee for the purposes it was allotted, the lessee shall on being asked by the State government or the Authority transfer such part or parts of the shed/land/plot as the State government or the Authority shall specify to be necessary for the purpose aforesaid and in consideration of such transfer the State government or the Authority, as the case may be, shall pay back to the lessee a sum proportionate or equal as the case may be, the cost of land/shed/ plot and its development, if any earlier realized from him together with compensation for buildings and other structures erected with approval in writing of the Authority or its nominee on such part or parts of the land/shed/plot at the valuation to be determined by the State government or the Authority on obtaining report from the Civil Engineer authorized by them in this behalf and the decision of the State government or the Authority shall not be questioned before any Authority or in any Court of law.

29. That any allottee shall be at liberty to surrender the allotted plot to the Authority at any point of time by giving prior written application to the Managing Director of the Authority at least three months in advance and the Authority shall accept the surrender subject to the condition that the surrender is not in default in paying dues of the Authority and he/she/it produces a no dues certificate from the concerned financial institution, concerned statutory authorities and that he is not in default in payment of statutory due to its employees along with a declaration cum undertaking cum indemnity bond on a non-judicial stamp paper of Rs. 100.00 along with self-attested photograph of all promoting stake holders, Authority shall refund/release partial payment of allotment price for the land (full or partial) surrendered as per following terms:

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- 75% of allotment price, in case of surrender within one year from date of allotment of land.
- 65% of allotment price, in case of surrender within two years from date of allotment of land.
- 55% of allotment price, in case of surrender within three years from date of allotment of land.

The aforementioned payment by Authority shall be released only after peaceful surrender of full or partial land (unutilized land) by the allottee/lessee. However, no request for surrender shall be accepted by the Authority beyond three years of allotment of land. In such cases Authority shall cancel the allotment order, terminate the lease deed and forfeit the lease premium and take possession by observing the principles of natural justice.

30. That the application for surrender of allotted plot shall be disposed within 60 days from the date of submission of application to the lessor, failing which the surrender application shall be deemed to have been allowed.

31. That the lessee shall not be entitled to sub lease or hand over physical possession of the allotted plot to any other person/ entity/ entrepreneur/ organization without having been authorized by the lessor and the lessor shall treat possession of that person/ entity/ entrepreneur/ organization over the plot/land/shed as unauthorized and take recourse for recovery of possession including invoking the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971. The lessee shall also be liable to pay irregularity charges @ Rs.5.00 (Five) per sqft per month to the Authority besides making itself/ himself/ herself liable for initiation of cancellation proceeding. Recovery of irregularity charges as above as be subject to Bihar & Orissa Public Demand Recovery Act, 1914.

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32. That the lessee shall not be allowed to use the allotted land/ shed for any other purposes including residential or any other commercial activities than for which the plot has been allotted. Violation of this provision shall be treated as violation of Regulation of the Authority, conditions of allotment order, conditions of indemnity bond and conditions of this lease deed and shall result in cancellation of plot by the lessor.

33. That the lessee shall not take any action to Merge/demerge/amalgamate or to be acquired by any entity without the prior permission in writing of Managing Director of the Authority. On application of the lessee, the lessor after considering the facts and circumstances of the case and after realizing 15% in case of MSME or 25% in case of others, of the prevailing land premium of the lessor at the time of consideration, may grant such permission for Merger/demerge/amalgamation or acquisition provided that the lessee has not violated the condition of land allotment order/lease deed/bond. In case of violation of condition of land allotment order/lease deed/bond, the full land cost shall be charged at the rate prevailing at the time of consideration.

Irrespective of any condition put by or order passed by any Court or Tribunal, the merger/demerger/amalgamation or acquisition will be allowed subject to the payment of land premium provided in this clause.

34. That the lessee (Proprietorship Firm/Partnership Firm/Private Ltd. Co/Public Ltd Co etc) intending to change its constitution of firm shall file an application for change in Constitution, accompanied by all required documents as mentioned in the Clause No. 26 and 27 of the Regulation 2015 of the Authority duly attested by the Chartered Accountant of the respective entity seeking change along with bank demand draft in favor of lessor towards fees as mentioned in the Regulation referred to above.

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Gaurav Reddy 20/1/2020 DIRECTOR

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35. That the lessor may consider the request of lessee for whose unit EM-II/PMT/SSI PMT/DOP has been issued either running or sick or closed, for the transfer of leasehold rights of the scheduled property in favor of a new Entrepreneur as identified by the lessee during the currency of lease subject to the following conditions:-

i. The lessee is not holding any dues to authority and shall submit NOC from financial institutions for which Lessor has accorded permission/no objection for mortgage or the lessee has pledged lease deed with any financial institution.

ii. The new entrepreneur to whom the lessee wants to transfer the leasehold right must have a viable/feasible/implementable project, duly approved by PCC to be executed on the available plot of land or may continue the existing project.

iii. If at any stage, stake holding/ownership interest of proprietor/ promoter/ partners in the firm at the time of plot/land allotment as the case may be, goes down below 51% in the firm, the same shall be treated as transfer of allotted plot for the purposes of this Regulation and processing fee and land premium as mentioned in sub-clause (vi) of this condition as prescribed shall be charged.

iv. No change in Shareholding (CIS) charges shall be applicable for transfer of shareholding (up to 100%) from husband to wife, parent to children, grandfather, grandmother, grandchildren and/or vice versa. However, processing fee as mentioned in sub-clause (vii) of this condition as prescribed shall be charged along with application for the same.

v. Any change in the Director who is not the shareholder of the concerned industrial unit has to inform the lessor in writing by the lessee within 30 days of such change along with concerned statutory form with acknowledgement in the office of concerned RoC under the Companies Act, 1956/2013, either induction or deletion of Director..

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20/1/2020

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vi. The transferee must pay 15% in case of MSME or 25% in case of others of the prevailing land premium in the Authority at the time of seeking transfer of lease hold right. The payment at aforesaid rate shall be condition precedent for transfer of lease hold right.

vii. In all cases of transfer, ownership change, a processing fee of Rs. 10,000.00 for plot area up to 1.00 acre and additional Rs. 2,000.00 per acre for land in excess of 1.00 acre shall be charged.

viii. The new entrepreneur or new lessee shall give undertaking/ indemnity bond for making payment of all dues of previous entrepreneur or old lessee, statutory, legal or financial liability of government or financial institutions on a non-judicial stamp paper of Rs. 100.00 affixing self-attested passport size photograph.

36. That if the original lessee, to whom the land was allotted for a particular project makes a new/ company / entity for a new project besides the existing company and transfers the whole or part of the allotted land to such newly formed company, this shall be treated as transfer of lease hold rights and shall be charged full land premium as per relevant clause of this regulation even if the share of the original lessee in this new company/entity does not go down below the 51% of the total share.

37. That if the shareholding of any the blood relations as defined in clause 21(d) of the original allottee from amongst the existing immediate past and immediate future generations becomes less than 50%, 15% in case of MSME or 25% in case of others of land premium at the existing rate shall be payable to the Authority by the shareholders seeking change in the shareholding. Failure of payment of land premium shall entail cancellation of allotment, forfeiture of land premium and termination of lease deed, if executed.

MITHILESH NARAYAN JHA NOTARY RANCHI R A/A-B 22/89 Ranchi (Jharkhand) India

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Gaurav Budhia 20/1/2020

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38. That the vacant plot or units for which EM-II/PMT/SSI PMT/DOP has not been issued, shall not be considered for transfer. The lessee shall have to surrender the allotted plot to Authority under Clause 22 of the Regulation of the Authority shall evict the lessee after following due process under the Regulation of the Authority.

39. That in case the lessee fails to implement the project within a period of two years in case of micro and small enterprises and five years for others or within such extended period as the Authority may allow after considering the circumstances, amount deposited by the lessee towards premium of land/ shed along with construction, installation, fixtures and equipment thereon shall be liable to be forfeited by the lessor. In case necessary effective steps are not taken within the fixed/ extended period for establishing the unit, the Managing director of the Authority shall under such circumstances, cancel the allotment order of such plot/shed, forfeit the amount deposited in this connection, terminate the lease deed and resort for taking physical possession of the plot/ shed so that the same could be allotted to the entrepreneurs who are serious, competent and solvent to implement the project.

40. That the lessee after coming to production shall get its unit permanently registered (EMII) with the lessor or its nominee within the prescribed period and shall possess and make optimum utilization of land by observing all terms, convents and conditions contained therein.

41 That the lessee shall keep the allotted land for plantation for maintenance of ecological balance in the industrial area and shall utilize that portion accordingly as per approved building/ shed plan.

M. THILESH NARAYAN JI
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20/1/2020
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राँची

42. That the lessee may, subject to valid and legal ground for closure and cessation of work as legally permitted under the provisions of Industrial Disputes Act, 1947 in general and any other law applicable to the unit in particular and other labour legislation on the subject, continuously keep and maintain the factory established on the scheduled premises in running condition and submit all statutory returns required under various laws in the prescribed Performa failing which the lessor shall presume that the factory established on the lease hold land has not been continuously running and this circumstance may be treated as independent and an additional ground for cancellation of allotment order, forfeiture of lease premium and termination of lease and then following actions by the lessor.

43. That the lessee shall be compliant of the provisions of Bihar Industrial Area Development Authority Act, 1974 (Bihar Act 16 of 1974 and Bihar Act 27 of 1992) as adopted by the Government of Jharkhand vide Notification No.339 dated 02.03.2001 issued by the Department of Science Technology, Information Technology and Industry as Jharkhand Industrial Area Development Authority Act, 2001 and Rules made under the said Acts, Regulations 2015 of the Authority, conditions of land/ shed allotment order, conditions of indemnity bond executed by the lessee, conditions of lease deed and violation of conditions of any of the aforesaid shall entitle the lessor to cancel the allotment order, terminate the lease deed and forefeet the lease premium and take possession of the leased property by observing the principles of natural justice and pass orders to this effect.

44. That the lessee shall be compliant of all statutory provisions applicable to its unit and shall submit statutory returns and furnish information if required by the Authority responsible for implementation of the respective laws.

NOTARY RANCHI A/4B 22/89 (Jharkhand) India

FOR BIHAR FOUNDRY & CASTINGS LTD.

Gaurav Rudlia 20/1/2020 DIRECTOR

20/1/2020

विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

45. That non adherence to the schedule in the matter of setting up the industry/ services/ activities for which the scheduled land/ shed has been allotted, not setting up industry for which the scheduled premises has been allotted, unauthorized surrender in favour of another entity or person, unauthorized change in the constitution of lessee, unauthorized change of project, unauthorized mortgage to any financial institution or otherwise, making false declaration, giving false undertaking and/or any other circumstances, which the Managing Director of the Authority considers against the interest of the objectives of the Act, rules and regulations made there under, nonpayment of any dues of the Authority including late action charges, non action charges or any penalty under the Authority's Regulations shall constitute public demand recoverable under Bihar & Orissa Public Demand Recovery Act, 1914 and shall be considered as violation of the terms of allotment order, Jharkhand Industrial Policy, Indemnity Bond, Regulation of the Authority, terms and conditions of the lease deed warranting initiation of action for cancellation proceeding by the lessor or shall have right to resume and enter upon the scheduled premises without payment of any compensation to the lessee and also to forfeit the money paid in land head and other sums paid by the lessee and re enter on the lease hold property and on such re entry the inertest of the lessee in the lease hold property shall cease and the lease deed shall stand terminated.

46. That if any dispute or difference arises concerning the meaning and interpretation of any of the Clauses of the provisions contained in this lease deed, the same shall be referred to the lessor and the decision of the lessor relating to such dispute or difference shall be final, conclusive and binding on the parties hereto. That any violation of the conditions of land allotment order, lease deed, Indemnity Bond, or the provisions of Industrial Policy as applicable on the relevant date and/or the provisions

FOR BIHAR FOUNDRY & CASTINGS LTD.

Gaurav Rudhia

DIRECTOR

विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

of Bihar Industrial Area Development Authority Act, 1974 (Bihar Act 16 of 1974 and Bihar Act 27 of 1992) as adopted by the Government of Jharkhand vide Notification No. 339 dated 02.03.2001 issued by the Secretary Department of Science Technology, Information Technology and Industries as Jharkhand Industrial Area Development Authority Act, 2001 shall entitle the Managing Director to cancel the allotment order, terminate the lease deed and forfeit the lease premium and take possession by observing the principles of natural justice and pass orders to the effect.

47. That the Managing Director of the Authority shall, before cancelling the allotment allows one month time to the allottee to put up his/her/its case. The lessee on being dissatisfied with the order of the Authority may file an appeal to the Department of Industries, Government of Jharkhand within one month and the State Government shall, after due consideration dispose it of within two months from the date of receipt of the appeal. The authority shall, after cancellation of allotment of the plot/shed take possession of the said land/shed.

48. That if the lessee continues to be in possession of the cancelled plot and carry out any activity either alone or with cooperation of somebody else, possession by such lessee shall be treated unauthorized for which he/it shall be liable for penalty @ Rs. 15.00 per sq. ft. per month until he/it hands over vacant possession of the allotted plot to the Authority or the Authority recovers possession by invoking the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

49. That the lessee paying the rent and other charges and observing the several covenant and conditions contained in these presents shall hold and enjoy the land up to the terms of the lease without interruption by the lessor or by any person lawfully claiming under him.

FOR BIHAR FOUNDRY & CASTINGS LTD.

DIRECTOR

विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

50. That the lessor and lessee shall have their right subject to the liabilities of a lessor and lessee respectively in accordance with section 108 of the Transfer of Property Act., 1882 except Clause (1) and (P) thereof and it is declared that the lessor shall have the fullest liberty to postpone for anytime, and from time to time, any action open to him under any or the powers exercisable by him against the lessee and to either enforce or forbear any of the conditions and covenants contained in those presents. The cost and expenses incidental to the preparation, execution and registration of this lease deed shall be borne and paid by the lessee.

Note: It is to be mentioned here that another plot comprising 5.00Acre & Addl. 1.784 Acre of land was also allotted by the Lessor to the Lessee vide allotment letter No.1306 dt.01.10.2015, No.1326 dt.03.11.2017 for which separate lease has been executed vide Deed No.2790/2723/2015 dt.28.10.2015 & No. 2790/2723/2015 dt.28.10.2015, No.1889/1844/2018 d.29.11.2018

Thus both the lease deed shall be considered one for all practical purposes including obtaining loan from Bank & financial institution. Hence both lease deed are interrelated & complimentary to each other there by separately can't be used by lessee.

FOR BIHAR FOUNDRY & CASTINGS LTD.

For and on behalf of

Gaurav Budhia 20/1/2020

DIRECTOR

M/s. **BIHAR FOUNDRY & CASTING LTD.,**

WITNESSES:

1. Bishno prasad upadhaya 20/1/2020
302 Sansar enclave New A.G. colony P.O. Doranda P.S. Argora Ranchi
2. Manoj Kumar
Retiered Colony, Madhuban, Sinidih, Tundo, Dhanbad 20/1/2020

IN WITNESS WHEREOF THE HAND OF Sri**NiranjanTrikey,Development Officer**, Authorized Representative of the Regional Director, Jharkhand Industrial Area Development Authority, Ranchi Region for and on behalf of the Jharkhand Industrial Area Development Authority, Ranchi Region has been a fixed on the date and year first above written.

20/1/2020

**Development Officer**,Authorized Representative of the Regional Director.

WITNESSES:

1. Indra Bhushan Prasad Sinha, Steno, JIADA Ranchi Region. 20/1/2020
2. Manoj Kr. Saw, Typist, JIADA, Ranchi Region. S/o Kishun Saw. 20/1/2020

NOTARY

Certified that the original and duplicate copy of this lease deed are exact true and are reproduction of each other.

FOR BIHAR FOUNDRY & CASTINGS LTD.

For and on behalf of Gaurav Rudlia 20/1/2020 DIRECTOR

20/1/2020
विकास पदाधिकारी
राँची औद्योगिक क्षेत्र विकास प्राधिकार
राँची

M/s. **BIHAR FOUNDRY & CASTING LTD.,**
Ramgarh Indl. Area

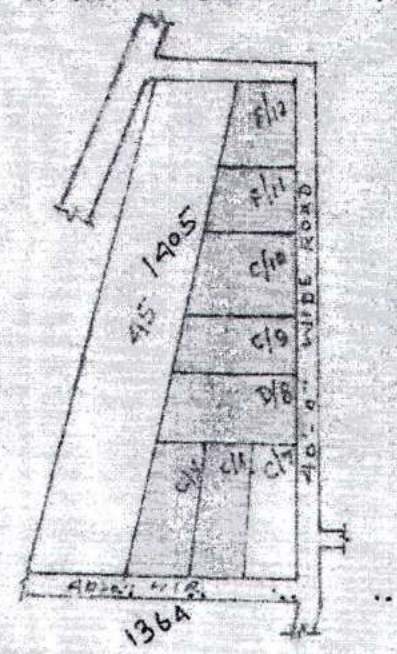

20/1/2020


20/1/2020

MITHILESH NARAYAN
NOTARY
RANCHI
Reg. No.-
A/AB 22/89
Ranchi (Jharkhand)

(182)

M/S BIHAR FOUNDARY & CASTING LTD.
IN THE INDUSTRIAL AREA RAMGARH.





VILLAGE: MARAR
THANA : RAMGARH
THANA NO. 144
DISTRICT: RAMGARH

SCALE: 16" = 1 MILE

C5, C6, C8, C9, C10, F11, F12 ALLOTED INDL. PLOT NO. C5, C6, C8, C9, C10, F11, F12 SHOWN IN RED WASH

| KHATA NO. | SURVEY PLOT NO. | AREA |
|---|---|---|
| 1 | 1405P. | 3.67 ACRES |

BOUNDARY

NORTH: BY SURVEY PLOT NO. 1405P. & INDUSTRIAL ROAD

SOUTH: " " " " 1405P & INDL. PLOT NO. C7, INDL. ROAD

EAST: " " " " 1405P. & INDL. PLOT NO. C7, INDL. ROAD

WEST: " " " " 1405P. & INDL. PLOT NO. 45

CERTIFIED THAT THE ORIGINAL AND DUPLICATE LEASE PLAN ARE TRUE, EXACT & REPRODUCTION OF EACH OTHER

CHECKED BY,

FOR BIHAR FOUNDRY & CASTINGS LTD.

20/1/2020

DIRECTOR

20/1/2020

उपायुक्त एवं पदाधिकारी
बिहार औद्योगिक क्षेत्र विकास प्राधिकार
राँची

M. THILESH NARAYAN
NOTARY
RANCHI
Reg No.
A/AB 22/89

(173)

भारत सरकार
GOVERNMENT OF INDIA

इन्द्र भूषण प्रसाद सिन्हा
Indra Bhushan Prasad Sinha
जन्म तिथि / DOB : 05/09/1962
पुरुष / MALE

9768 9816 2175

- आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

आधार

पता:
S/O स्वर्गीय तेज नारायण सिंह, ईडब्लूएस 132, हरमू हाउसिंग कॉलोनी, एच आई-34 के सामने, हरमू, डोरंडा, राँची, झारखण्ड, 834002

Address:
S/O,Late Tej Narayan Singh, Ews 132, Harmu Housing Colony, Infront Of Hi-34, Harmu, Doranda, Ranchi, Jharkhand, 834002

1947
1800 300 1947
help@uidai.gov.in
www.uidai.gov.in
P.O. Box No. 1947, Bengaluru-560 001

Mob No - 7004403173

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg No -
A AB 22/89
Ranchi (Jharkhand) India

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भारत सरकार

आधार

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

नामांकन क्रम / Enrollment No 1093/51009/01379

To.
बिष्णु प्रसाद उपाधया
Bishnu Prasad Upadhaya
S/O Late G.D. Upadhaya
302 sansar enclave
new a.g. colony
near dav kapil dev school P-O doranda P-S argora
Kadru
Ranchi
Jharkhand 834002
6512340514

05/08/2011

Ref: 249 / 12C / 254868 / 255346 / P

UE168391381IN

आपका आधार क्रमांक / Your Aadhaar No. :

**6022 4705 9243**

आधार – आम आदमी का अधिकार

भारत सरकार
GOVERNMENT OF INDIA

बिष्णु प्रसाद उपाधया
Bishnu Prasad Upadhaya
जन्म वर्ष / Year of Birth : 1971
पुरुष / Male

**6022 4705 9243**

आधार – आम आदमी का अधिकार

(195)

भारत सरकार

आधार

भारतीय विशिष्ट पहचान प्राधिकरण

# भारत सरकार

Unique Identification Authority of India

Government of India

नामांकन क्रमांक Enrolment No.: 1218/10116/00607

To,

Manoj Kumar
मनोज कुमार
S/O Paltu Rawani
RETIERD COLONY p.s - madhuban
SINIDIH Tundoo
Dhanbad
Jharkhand 828128
Mobile:

15/11/2011

UC 06519205 2 IN

Ref No.:412B3E9X-6519205

आपका आधार क्रमांक / Your Aadhaar No. :

## 9068 0723 7613

आधार – आम आदमी का अधिकार

भारत सरकार
GOVERNMENT OF INDIA

मनोज कुमार
Manoj Kumar
:
:
जन्म वर्ष / Year of Birth : 1979
पुरुष / Male

9068 0723 7613

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg.
A/AB 22/89
Ranchi Jharkhand India

BFCL
Bihar Foundry & Castings LTD.

Ref:2019-20/305

Date: 20.01.2020

To,
The Sub Registrar
Ramgarh Office
Ramgarh.

Sub: **Authorisation letter**

Dear Sir,

We hereby authorize Mr. Bishnu Prasad Upadhaya, General Manager (Administration) to execute the lease deed between JIADA on behalf of the Company. Mr. Upadhaya specimen signature is attached below:-

Thanking you,

Yours faithfully,
For Bihar Foundry & Castings Ltd.

Gaurav Budhia
(Gaurav Budhia)
Director

Specimen Signature of the Mr. Bishnu Prasad Upadhaya

Attached by

Gaurav Budhia
(Gaurav Budhia)
Director

MITHILESH NARAYAN
NOTARY
RANCHI

(187)

उद्योग एवं प्रावैधिक शिक्षा विभाग (उद्योग)।

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अधिसूचना

२७ फरवरी १९७४

सं० २७३८ —विभागीय अधिसूचना सं० २३३६, दिनांक १३ फरवरी १९७३ के क्रम में उपाबद्ध तालिका में वर्णित रामगढ़ औद्योगिक क्षेत्र को रांची औद्योगिक क्षेत्र विकास प्राधिकार के अन्तर्गत औद्योगिक क्षेत्र, रांची के लिए समावेश किया जाता है।

बिहार-राज्यपाल के आदेश से,
राधा सिंह, उप-सचिव।

---

औद्योगिक क्षेत्र, रामगढ़ की भूमि की विवरणी।

१ ग्राम—मरार।
२ जिला—हजारीबाग।
३ थाना—मांडु।
४ थाना नं०—१४४।
५ प्लौट नं०—१३६४ पार्ट एवं १४०५।
६ रकबा—३८.४० एकड़।

सीमा।

उत्तर—आबाद प्लौट नं० १३०७ एवम् १३०८।
दक्षिण—आबाद प्लौट नं० १३६१, १३६२ एवं १३६३।
पूरब—आबाद प्लौट नं० १३७६, १३७७, १३७४ एवं १३७२।
पश्चिम—आबाद प्लौट नं० १४०५, १४०४, १४०३ एवं १४०१।

राधा सिंह उप-सचिव।

52(a) Sp. Gazette, dated the 27-8-1974

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# उपायुक्त–सह– जिला दण्डाधिकारी, का कार्यालय, रामगढ़।

(राजस्व शाखा)

पत्रांक ....414..... / रा0

प्रेषक,

उपायुक्त,
रामगढ़।

सेवा में,

जिला अवर निबंधक,
रामगढ़।

रामगढ़, दिनांक 27/02/2020

विषय : रामगढ़ औद्योगिक क्षेत्र (मरार) में प्राधिकार को हस्तांतरित भूमि के जमाबंदी कायम करने एवं आवंटित इकाईयों के पट्टाकरण के क्रियान्वयन के संबंध में।

प्रसंग : क्षेत्रीय निदेशक, जियाडा (राँची प्रक्षेत्र) का पत्रांक–129, दिनांक–13.02.2020।

महाशय,

उपरोक्त विषयक प्रासंगिक पत्र के संदर्भ में कहना है कि रामगढ़ अंचल अन्तर्गत मौजा–मरार, थाना सं0–144, प्लॉट सं0–1364 एवं 1405, रकवा–38.40 एकड़ गैरमजरूआ भूमि जियाडा को औद्योगिक विकास के निमित उद्योग एवं प्रावैधिक शिक्षा विभाग (उद्योग) बिहार सरकार की अधिसूचना सं0–2738, दिनांक–27.02.1974 (छायाप्रति संलग्न) के द्वारा औद्योगिक क्षेत्र विकास प्राधिकार के पक्ष में हस्तांतरित है। क्षेत्रीय निदेशक, जियाडा (राँची प्रक्षेत्र) के पत्रांक–129, दिनांक–13.02.2020 के द्वारा प्राप्त अनुरोध पत्र के आलोक में मौजा–मरार, थाना सं0–144, प्लॉट सं0–1364 एवं 1405, रकवा–38.40 एकड़, उक्त वर्णित अधिसूचना के माध्यम से हस्तांतरित गैरमजरूआ भूमि को प्रतिबंधित सूची से मुक्त किया जाता है।

अनुलग्नक : यथोक्त।

विश्वासभाजन

27/02/2020

उपायुक्त,
रामगढ़।

27/02/2020

27/2/2020
2pm

MITHILESH NARAYAN
NOTARY

(179)

# झारखण्ड औद्योगिक क्षेत्र विकास प्राधिकार, राँची प्रक्षेत्र

'जियाडा भवन' नामकुम औद्योगिक क्षेत्र, लोवाडीह, राँची –834010 (झारखण्ड)
Phone : 0651-2460408, Telfax:2460125, Web-riada.co.in, email-riada.mc@gmail.com

पत्रांक– 127

दिनांक– 13-2-2020

प्रेषक,

अजय कुमार सिंह, झा०प्र०से०
क्षेत्रीय निदेशक।

सेवा में,

उपायुक्त,
रामगढ़।

विषयः– रामगढ़ औद्योगिक क्षेत्र (मरार) में प्राधिकार को हस्तांतरित भूमि के जमाबंदी कायम करने एवं आवंटित इकाईयों के पट्टाकरण के क्रियान्वयन के संबंध में।

महाशय,

उपर्युक्त विषय के संबंध में सूचित करना है कि रामगढ़ औद्योगिक क्षेत्र (मरार) के स्थापना हेतु अविभाजित बिहार सरकार के द्वारा कुल 44.760 एकड़ भूमि सर्वे प्लॉट नं0–1364 एवं 1405 का हस्तांतरण सरकार/जिला प्रशासन द्वारा प्राधिकार को किया गया था (अधिसूचना की छायाप्रति संलग्नं)। उक्त भूमि में से 6.36 एकड़ भूमि की जमाबंदी वर्ष 1996 में जिला प्रशासन के द्वारा प्राधिकार के पक्ष में किया जा चुका है। ज्ञातव्य हो कि औद्योगिक क्षेत्रों के लिए सामान्यत सरकारी भूमि का सीधे अथवा निजी भूमि को अधिग्रहित कर हस्तांतरण जिला प्रशासन द्वारा किया जाता है। कालान्तर में उक्त हस्तांतरित भूमि का आवंटन प्राधिकार के द्वारा विभिन्न औद्योगिक इकाईयों को उद्योगों की स्थापना हेतु किया जा चुका है एवं इन आवंटियों के पक्ष में पट्टाकरण का क्रियान्वयन समय–समय पर अवर निबंधक, रामगढ़ के द्वारा पूर्व में किया भी गया है।

वर्णित स्थिति में अनुरोध है कि उक्त भूमि को प्रतिबंधित क्षेत्र से मुक्त कर प्राधिकार के पक्ष में जमाबंदी कायम करते हुए आवंटित इकाईयों के पक्ष में लीजडीड का कियान्वयन करने हेतु जिला अवर निबंधक, रामगढ़ को समुचित निदेश देने की कृपा की जाय।

विश्वासभाजन

13.2.2020

क्षेत्रीय निदेशक।

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg. No.
A/AB 22/89
Ranchi Jharkhand

# Pre Registration Docket

**Date :-** 21-01-2020 03:04 pm

**Office Name :-** SRO - Ramgarh
**Token No:-** 20200000006351

**Appoinment** :- 22-Jan-2020 Time:- 11:5

| | |
|---|---|
| Article | Lease |
| Pre Registration Date | 21-Jan-2020 |
| No. Of Pages | 36 |
| Stamp Duty | 785292 |
| Paid Stamp Duty | 0 |
| Total Fees | ₹ 5,92,049. |

Property Id: **283620**

| | | | |
|---|---|---|---|
| **Valuation No.** : 373681 / 2020 | **:-** 2019-2020 | **User Id** : 3565 | **Date** : 21-January-2020 15:02:PM |
| **State** : Jharkhand | **District** : Ramgarh | | **Tahsil** : Ramgarh |
| **Land Type** : Urban | **Corporation** : | | **Village/City** : Marar |
| **Marar Word No** - Other Road | | - | |
| **Khata Number** - 1 | | | |
| **Plot Number** - 1405P | | | |

**Valuation Rule :** Commercial land

**Usage** : Non Agri => Commercial Land => Commercial land

**Property Details**

| | | |
|---|---|---|
| 1 | Land area | 367 Decimal |

**Calculation Details**

| Sr.No. | Description | Calculation | Total |
|---|---|---|---|
| 1 | Open Land Valuation | 1. 367 x 205040=75249680 | **₹7,52,49,680/-** |
| A | Total | | **₹7,52,49,680/-** |

**Note :** Final Valuation is Rounded to Next 100/-

**Total Valuation (A)** **₹7,52,49,700/-**

**Total Amount in Words : Seven Crore Fifty Two Lakhs Forty Nine Thousands Seven Hundred Rupees Only.**

| | |
|---|---|
| Land measurement, Sub Part and House No. | **Property Boundaries**<br>East: PLOT 1405P & INDL. PLOT NO C/7 & INDL. ROAD, West: PLOT 1405P & INDL. PLOT NO 45, South: PLOT 1405P & INDL. PLOT NO C/7 & INDL. ROAD, North: PLOT NO 1405P & INDL. ROAD |
| Area | Land area : 367.00 Decimal |
| Other Description of the Property | Pin Code - 829117 |

| | |
|---|---|
| Government/Market Value | 75249680 |
| Transaction Amount | - |

| | |
|---|---|
| LESSEE | **-Mr. BIHAR FOUNDARY AND CASTING LTD THROUGH BISHNU PRASAD UPADHAYA**, **Address -** BIHAR FOUNDARY AND CASTING LTD MAIN ROAD RANCHI RANCHI-1- ,**Father/Husband Name** LATE G D UPADHAYA , **PAN No.-** ,**Permission Case No.-** , **Aadhaar No.** ********9243 |
| LESSOR | **-Mr. JIADA THROUGH INDRA BHUSHAN PRASAD SINHA**, **Address -** JIADA BHAWAN NAMKUM LOWADIH RANCHI- ,**Father/Husband Name** LATE TEJNARAYAN SINGH , **PAN No.-** ,**Permission Case No.-** , **Aadhaar No.** ********2175 |

| | |
|---|---|
| Witness Information | **Mr. MANOJ KUMAR SAUR** , **Address -** JIADA BHWAN NAMKUM LOWADIH RANCHI-, **Father/Husband Name-**KISHUN SAUR |

| | |
|---|---|
| Identifier Details | **Mr. MANOJ KUMAR** , **Address -** RETIRE COLONY MADHUVAN SINIDIH TUNDOO DHANBAD-, **Father/Husband Name-**PALTU RAWANI |

| Property Id:283620 | | |
|---|---|---|
| **Fee Rule:Government Original Lease Deed** | | |
| 1 | Stamp Duty | 7,85,292 |
| 1 | SP | 1,080 |
| **Total** | | **1,080** |

| Property Id:283620 | | |
|---|---|---|
| **Fee Rule:Government Original Lease Deed** | | |
| 1 | E | 2,000 |
| 2 | A1 | 5,88,969 |
| **Total** | | **5,90,969** |

All the entries made, have been verified by me and are found same as the entries of the document presented.

Disclaimer: I hereby declare that all the contents of uploaded document and the original document are exactly same, and all the information provided by me are true to itself. The detail of property's holding number has been verified by me at the time of entry through alert generated by the system. I am satisfied with the verification and hence proceeding further for registration after seeing the alert.

MITHILESH NARAYAN NOTARY RANCHI Ranchi (Jharkhand) India A/A/B 22/89

| Deed Writer / Advocate | Vendee / Claimant | Vendor / Executant |
|---|---|---|
| Md. E. Haque | | |

MITHILESH NARAYAN JHA
NOTARY

(143)

झारखण्ड सरकार

Date :-02-Mar-2020

## Document Registration Summary 1

- Government/Market Value: ₹75249700/-
- Transaction Amount: ₹0 /-
- Paid Stamp Duty: ₹785500 /-

On Date 02-03-2020 Presented at SRO - Ramgarh
Signature of Presenter

SRO - Ramgarh

**Receipt :**
**Receipt Date** : 02-03-2020
**Presenter Name:** -

| | |
|---|---|
| **E** | ₹2000 |
| **SP** | ₹1080 |
| **A1** | ₹588970 |
| **Stamp Duty** | ₹785500 |
| **Total** | ₹1377550 |

| Payment Head | Amount To Be paid | Paid Amount | Balance Amount | Payment Mode | Payer Name | Reference No. | Payment Amount |
|---|---|---|---|---|---|---|---|
| Stamp Duty | 785292 | 785500 | -208 | E-STAMP | BIHAR FOUNDRY AND CASTINGS LIMITED : B P UPADHAYA | • Certificate Number : IN-JH23873502661903R | 785500 |
| E | 2000 | 2000 | 0 | GRAS | BIHARFOUNDRYANDCASTI | • GRN Number : 2000653909 • DEPT Transaction Id : 7ea1f7bfb7b36f6451ec • Transaction Type : | 2000 |
| SP | 1080 | 1080 | 0 | GRAS | BIHARFOUNDRYANDCASTI | • GRN Number : 2000653909 • DEPT Transaction Id : 7ea1f7bfb7b36f6451ec • Transaction Type : | 1080 |
| A1 | 588969 | 588970 | -1 | GRAS | BIHARFOUNDRYANDCASTI | • GRN Number : 2000653909 • DEPT Transaction Id : 7ea1f7bfb7b36f6451ec • Transaction Type : | 588970 |
| Sub Total | 1377341 | 1377550 | -209 | | | | |

**Article :** Lease **Number of Pages :** 72

02.03.2020

**Signature of Operator** **Signature of Head Clerk** **Signature of Registering Officer**

NOTARY RANCHI Reg. No. A/AB 22/89 Ranchi (Jharkhand)

164



**OFFICE OF THE SUB REGISTRAR**

**Office Name :-** SRO - Ramgarh

**District Name :-** Ramgarh

**State Name :-** Jharkhand

# Deed Endorsement

Token No :- **20200000006351**

| | |
|---|---|
| **Deed Type** | Lease |
| **Number of Pages** | 72 |
| **Fee Details** | **Stamp Duty** :- Rs. 785292, **E** :- Rs. 2000, **SP** :- Rs. 1080, **A1** :- Rs. 588969, |
| **Property No.** | 1 |
| **Valuation Details** | **Value :-** Rs.75249680/- ,**Transaction Amount** :- Rs.0/- |
| **Property Details** | **District :-** Ramgarh , **Tehsil :-** Ramgarh , **Village Name :-** Marar **Location :-** Other Road, Marar Word No<br>**Property Boundaries** :- East: PLOT 1405P & INDL. PLOT NO C/7 & INDL. ROAD, West: PLOT 1405P & INDL. PLOT NO 45, South: PLOT 1405P & INDL. PLOT NO C/7 & INDL. ROAD, North: PLOT NO 1405P & INDL. ROAD<br>**Khata Number** - 1**Plot Number** - 1405P<br>**Area Of Land** :- 367.00 Decimal |

Sh./Smt.**JIADA THROUGH INDRA BHUSHAN PRASAD SINHA** s/o/d/o/w/o **LATE TEJNARAYAN SINGH** has presented the document for registration in this office

today dated :- **02-Mar-2020** Day :- **Monday** Time :- **15:30:24 PM**

JIADA THROUGH INDRA BHUSHAN PRASAD SINHA(Individual)

| Party Name | Document Type | Document Number |
|---|---|---|
| JIADA THROUGH INDRA BHUSHAN PRASAD SINHA | PAN/UID | 976898162175 |

| Sr.NO | Party Name and Address | Is e-KYC Verified? | e-KYC Details | Power Of Attorney | Party Type | Party_Photo | Finger Print | Signature |
|---|---|---|---|---|---|---|---|---|

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | JIADA THROUGH INDRA BHUSHAN PRASAD SINHA Address1 - JIADA BHAWAN NAMKUM LOWADIH RANCHI, Address2 - , , , Jharkhand PAN No.: ,Permission Case No.- | Yes | Indra Bhushan Prasad Sinha Address:- Ews 132, Infront Of Hi-34, Harmu Housing Colony, Harmu, Doranda, , Ranchi, 834002, , Jharkhand, India | LESSOR Age:58 |  |  | |
| 2 | BIHAR FOUNDARY AND CASTING LTD THROUGH BISHNU PRASAD UPADHAYA Address1 - BIHAR FOUNDARY AND CASTING LTD MAIN ROAD RANCHI RANCHI-1, Address2 - , , , Jharkhand PAN No.: ,Permission Case No.- | Yes | Bishnu Prasad Upadhaya Address:- FLAT NO AA3 N G ENCLAVE, Beside Medika Hospital, HANUMAN NAGAR, BARIATU, Bariatu, , Ranchi, 834009, , Jharkhand, India | LESSEE Age:49 |  |  | |

MITHILESH NARAYAN JHA NOTARY RANCHI Reg. No.- 22/8

Identification:

| Sr.NO | Party Name and Address | Photo | FingerPrint | Signature |
|---|---|---|---|---|

1 **MANOJ KUMAR**
S/o-D/o **PALTU RAWANI**
**Address1 -** RETIRE COLONY MADHUVAN SINIDIH TUNDOO DHANBAD, **Address2 -**
, , , Jharkhand
**PAN No.:**

**Witness:**
I/We individually/Collectively recognize the Seller(S) and Buyer(s)

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|---|---|---|---|---|
| 1 | **MANOJ KUMAR SAUR**<br>**Address1 -** JIADA BHWAN NAMKUM LOWADIH RANCHI, **Address2 -**<br>, , , Jharkhand | | | |

**Signature of Operator**

02.03.2020
**Seal and Signature of Registering Officer**

Above signature & thumb Impression are affixed in my presence.

Above mentioned, ( **JIADA THROUGH INDRA BHUSHAN PRASAD SINHA**), has/have admitted the execution before me. He/ She/ They has / have been identified by **(MANOJ KUMAR)** Son/Daughter/Wife of **(PALTU RAWANI)** resident of **(RETIRE COLONY MADHUVAN SINIDIH TUNDOO DHANBAD)** and by occupation **(Service)**.

02.03.2020
**Signature of Registering Officer**

Date:- **02-Mar-2020**

02.03.2020
**Seal and Signature of Registering Officer**

M. THILESH NARAYAN JHA
NOTARY
RANCHI
Reg
A/AB
Ranchi (Jharkhand)

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Token No.: 20200000006351

# CERTIFICATE

## Office of the SRO - Ramgarh

This **Lease** was presented before the registering officer on date **02-Mar-2020** by **JIADA THROUGH INDRA BHUSHAN PRASAD SINHA**, S/O, D/O, W/O **LATE TEJNARAYAN SINGH** resident of JIADA BHAWAN NAMKUM LOWADIH RANCHI ,.

This deed was registered as Document No:- **2020/RAM/382/BK1/377** in Book No :- **BK1**,Volume No :- 47 from Page No :- 457 to 528 at, office of **SRO - Ramgarh**

Date:- **02-Mar-2020**

**Registering Officer**

MITHLESH NARAYAN JHA NOTARY RANCHI Reg. No. A/LD/228/

F. No. J-11011/310/2009- IA II (I)
**Government of India**
**Ministry of Environment and Forests**
**(I.A. Division)**

**Paryavaran Bhawan**
**CGO Complex, Lodhi Road**
**New Delhi – 110 003**

**E-mail : pb.rastogi@nic.in**
**Telefax : 011: 2436 7668**

Dated 28th January, 2010

To,

The Managing Director
M/s Bihar Foundry and Casting Ltd.
Main Road, Ranchi - 834 001
Jharkhand

**E-mail : consafescience@gmail.com / bfclgfa@gmail.com ; Fax No. : 0651-2202799 ;**

**Subject : Expansion of Steel Plant [Sponge Iron Plant 99,000 TPA; Ingots/billets 75,000 TPA; MS Structures/Bars 49,500 and Captive Power Plant 10 MW] at Plot No. 1364, Ramgarh Industrial Area, Village Marar, District Hazaribagh, Jharkhand by M/s Bihar Foundry and Casting Ltd. – Environment clearance reg.**

**Ref. : Your letter no. 2009-10/139 dated 14th August, 2009.**

Sir,

This has reference to your letter no. 2009-10/139 dated 14th August, 2009 alongwith Form I, Pre-feasibility Report, draft Terms of References, EIA/EMP report and subsequent communications vide letter dated 14th November, 2009 for environmental clearance on the above mentioned project.

2.0 The Ministry of Environment and Forests has examined the application. It is noted that proposal is for the expansion of Steel Plant (Sponge Iron Plant 99,000 TPA; Ingots/billets 75,000 TPA; MS Structures/Bars 49,500 and Captive Power Plant 10 MW) at Plot No. 1364, Ramgarh Industrial Area, Village Marar, District Hazaribagh, Jharkhand by M/s Bihar Foundry and Casting Ltd. Total land acquired for the proposed project is 14 acres. A copy of the Special Gazette No. 52(a) dated 27th March, 1974 regarding notified Ramgarh industrial area is submitted. Proposed expansion will be taken up within the existing plant premises. No rehabilitation and resettlement (R & R) is involved. No national Park/wild life sanctuary/reserve forest is located within 10 km radius of the project site. Total cost of the project is Rs. 74.00 Crores. Following are the details of existing and proposed facilities:

| S. N. | Details | Capacity (TPA) | |
|---|---|---|---|
| | | Existing | Proposed |
| 1 | Sponge Iron Plant (3x100 TPD) | -- | 99,000 |
| 2 | Induction Furnace | 33,660<br>(1x6 TPC & 2x3 TPC) | 75,000<br>(1x10 TPH) |
| 3 | Rolling Mill | 16,500<br>(50 TPD) | 49,500<br>(150 TPD) |
| 4 | Captive Thermal Power Plant<br>WHRB<br>AFBC | -- | 10 MW<br>6 MW (3x11 TPH)<br>4 MW (1x 25 TPH) |

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg. No.
A/AL 22/89
Ranchi Jharkhand India

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3.0 Sponge iron will be manufactured in rotary kiln. Sponge Iron, scrap, fluxes and ferro alloys will be charged in the induction furnaceto manufacture molten metal which will be subsequently refined in a ladle refining furnace and transported to the continuous casting machine to cast the molten steel into billets. The billets will be fed into a preheating furnace and passed through the rolls of rolling mill to achieve finished products. The captive power plants viz. waste heat recovery boiler (WHRB) will be based on the waste heat of the flue gases from the plant while AFBC will be based on the char from DRI and coal.

4.0 Electrostatic precipitator (ESP), dust settling chamber (DSC), after burning chamber (ABC), gas conditioning tower (GCT), bag filters, dust extraction and dust suppression system will be provided to control emissions. Total ground water requirement will be 300 $m^3$/day. All the wastewater will be treated and used for ash conditioning, slag cooling / green belt development. No liquid effluent will be discharged outside the plant. Char from DRI kln will be used as fuel in AFBC boiler. Iron ore fines will be reused in the process and also sold to cement industries. Dust from coal crushing and screening bag filters will be reused in rotary kiln. Dust collected from rotary kiln will be sold to mini cement plants. Wet scrapper sludge will be given to brick manufacturers. Kiln accretion and slag from induction furnace will be used properly. Fly ash will be disposed off to brick manufacturing plants/cement plants. Mill scales from re-rolling mill will be used in induction furnace.

5.0 No public hearing/consultation is required as per Section (iii), Stage (3), Para (i)(b) of EIA Notification 2006.

6.0 Public Hearing / Public Consultation meeting was held on 30th July, 2009.

7.0. The Ministry of Environment and Forests hereby accords environmental clearance to the above project under the provisions of EIA Notification dated 14th September, 2006 subject to strict compliance of the following specific and general conditions:

**A. SPECIFIC CONDITIONS :**

i) Compliance to all the specific and general conditions stipulated for the existing plant by the Central/State Govt. shall be ensured and regular reports submitted to the Ministry and its Regional Office at Bhubaneswar.

ii) Efforts shall be made to reduce RSPM levels in the ambient air and a time bound action plan shall be submitted. Continuous stack monitoring facilities for all the stacks shall be provided and sufficient air pollution control devices viz. Electrostatic precipitator (ESP) and bag filters etc. shall be provided to keep the emission levels below 50 mg/$Nm^3$. At no time, the emission level shall go beyond the prescribed standards. Interlocking facilities shall be provided so that process can be automatically stopped in case emission level exceeds the limit.

iii) Electrostatic precipitator (ESP) shall be provided to DRI kilns, AFBC boiler and waste heat recovery boiler (WHRB) to control gaseous emissions within 100 mg/$Nm^3$. Hot gases from DRI kiln shall be passed through Dust Settling Chamber (DSC) to remove coarse solids and After Burning Chamber (ABC) to burn CO completely and used in waste heat recovery boiler (WHRB). The gas then shall be cleaned in ESP before leaving out into the atmosphere through ID fan and stack of adequate height. Fume extraction system with bag filters shall be provided to induction furnace and ladle furnace and the cleaned gases shall be passed through a stack of adequate

height. Wet scrubber and stack of adequate height shall be provided to rolling mill. Data on ambient air quality, stack emissions and fugitive emissions shall regularly submitted to the Ministry's Regional Office at Bhubaneswar, Jharkhand Pollution Control Board (JPCB) and Central Pollution Control Board (CPCB) once in six months.

iv) The National Ambient Air Quality Emission Standards issued by the Ministry vide G.S.R. No. 826(E) dated 16th November, 2009 shall be followed.

v) In-plant control measures for checking fugitive emissions from all the vulnerable sources including Bag filters shall be provided at coal and iron ore screen and crusher house, product house, cooler discharge, intermediate bins, coal injection points of DRI plant. Dust extraction system with bag filters shall be provided to crusher house, screens, transferring chutes, junction towers and feed points below reclaim hoppers. Dust suppression system with sprinklers shall be provided at raw material stock piles (coal, iron ore etc.) to control fugitive dust emissions. Further, specific measures like asphalting of the roads within premises shall be carried out to control fugitive emissions. Fugitive emissions shall be controlled, regularly monitored and records maintained.

vi) Gaseous emission levels including secondary fugitive emissions from all the sources shall be controlled within the latest permissible limits issued by the Ministry and regularly monitored. Guidelines / Code of Practice issued by the CPCB shall be followed. New standards issued by the Ministry for the sponge iron plant in May, 2008 shall be followed.

vii) Vehicular pollution due to transportation of raw material and finished product shall be controlled. Proper arrangements shall also be made to control dust emissions during loading and unloading of the raw material and finished product.

viii) Total ground water requirement shall not exceed 300 $m^3$/day and prior 'Permission' for the drawl of 300 $m^3$/day ground water from the central Ground Water Authority / State Ground Water Board (CGWA/SGWB) shall be obtained. All the effluent from effluent treatment plant shall be neutralized in a neutralization pit and used for gardening and washing. All the acidic and alkaline regeneration wastewater from the demineralization (DM) plant, cooling tower blow down, boiler blow down and wastewater from rolling mill shall be mixed in a central monitoring basin (CMB), neutralized and after settling in settling tank shall be used for ash conditioning, slag cooling / green belt development. Runoff from the coal storage yard shall be discharged to the sump and sludge shall be disposed off in environment-friendly manner.

ix) Efforts shall be made to make use of rain water harvested. If needed, capacity of the reservoir shall be enhanced to meet the maximum water requirement. Only balance water requirement shall be met from other sources.

x) 'Zero' effluent discharge shall be strictly followed and no wastewater shall be discharged outside the premises. Domestic wastewater shall be treated in septic tanks followed by soak pit and used for green belt development.

xi) The water consumption shall not exceed 16 $m^3$/Ton of Steel as per prescribed standard.

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg. No. -
A/AB 22/89

xii) Regular monitoring of influent and effluent surface, sub-surface and ground water shall be ensured and treated wastewater shall meet the norms prescribed by the State Pollution Control Board or described under the E(P) Act whichever are more stringent. Leachate study for the effluent generated and analysis shall also be regularly carried out and report submitted to the Ministry's Regional Office at Bhubaneswar, Jharkhand SPCB and CPCB.

xiii) All the char from DRI plant shall be utilized in AFBC boiler of power plant and no char shall be disposed off anywhere else. AFBC boiler shall be installed simultaneously alongwith the DRI plant to ensure full utilization of char from the beginning. Dust collected from coal crushing and screening bag filter shall be reused in rotary kiln. All the SMS slag, kiln accretions etc. shall also be properly utilized. Mill scales from re-rolling mill shall be used in induction furnace. Dust collected from rotary kiln shall be sold to mini cement plants. Wet scrapper sludge shall be given to brick manufacturers. All the other solid waste including broken refractory mass shall be properly disposed off in environment-friendly manner. Oily waste and spent oil shall be provided to authorized recyclers/reprocessors.

xiv) All the slag from induction furnace shall be used for land filling inside the plant or used as building material only after passing through Toxic Chemical Leachability Potential (TCLP) test. Toxic slag shall be disposed in secured landfill as per CPCB guidelines. Otherwise, hazardous substances shall be recovered from the slag and output waste and be disposed in secured landfill as per CPCB guidelines.

xv) Proper handling, storage, utilization and disposal of all the solid waste shall be ensured and regular report regarding toxic metal content in the waste material and its composition, end use of solid/hazardous waste shall be submitted to the Ministry's Regional Office at Bhubaneswar, Jharkhand SPCB and CPCB.

xvi) A time bound action plan shall be submitted to reduce solid waste, its proper utilization and disposal.

xvii) Proper utilization of fly ash shall be ensured as per Fly Ash Notification, 1999 and subsequent amendment in 2003. All the fly ash shall be provided to cement and brick manufacturers for further utilization and 'Memorandum of Understanding' shall be submitted to the Ministry's Regional Office at Bhubaneswar.

xviii) A Disaster Management Plan shall be prepared and a copy submitted to the Ministry's Regional Office at Bhubaneswar, Jharkhand SPCB and CPCB within 3 months of issue of environment clearance letter.

xix) As proposed, green belt shall be developed in 4.7 acres (33 %), out of total 14 acres land within and around the plant premises as per the CPCB guidelines in consultation with DFO.

xx) All the recommendations made in the Charter on Corporate Responsibility for Environment Protection (CREP) for the Steel Plants shall be implemented.

xxi) The company shall provide housing for construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile

MITHILESH NARAYAN SINHA NOTARY Ranchi (Jharkhand) India

STP, safe drinking water, medical health care, crèche etc. The housing may be in the form of temporary structures to be removed after the completion of the project.

**B. GENERAL CONDITIONS:**

i. The project authorities must strictly adhere to the stipulations made by the Jharkhand Pollution Control Board (JPCB) and the State Government.

ii. No further expansion or modifications in the plant shall be carried out without prior approval of the Ministry of Environment and Forests.

iii. The gaseous emissions from various process units shall conform to the load/mass based standards notified by this Ministry on 19th May, 1993 and standards prescribed from time to time. The State Board may specify more stringent standards for the relevant parameters keeping in view the nature of the industry and its size and location. At no time, the emission level shall go beyond the prescribed standards. Interlocking facilities shall be provided so that process can be automatically stopped in case emission level exceeds the limit.

iv. At least four ambient air quality monitoring stations shall be established in the downward direction as well as where maximum ground level concentration of SPM, $SO_2$ and $NO_X$ are anticipated in consultation with the Jharkhand SPCB. Data on ambient air quality and stack emission should be regularly submitted to this Ministry including its Regional Office at Bhubaneswar and the Jharkhand PCB / CPCB once in six months.

v. Industrial wastewater shall be properly collected, treated so as to conform to the standards prescribed under GSR 422 (E) dated 19th May, 1993 and 31st December, 1993 or as amended form time to time. The treated wastewater shall be utilized for plantation purpose.

vi. The overall noise levels in and around the plant area shall be kept well within the standards (85 dBA) by providing noise control measures including acoustic hoods, silencers, enclosures etc. on all sources of noise generation. The ambient noise levels should conform to the standards prescribed under EPA Rules, 1989 viz. 75 dBA (daytime) and 70 dBA (nighttime).

vii. Occupational health surveillance of the workers shall be done on a regular basis and records maintained as per the Factories Act.

viii. The company shall develop surface as well as ground water harvesting structures to harvest the rainwater for utilization in the lean season besides recharging the ground water table.

ix. The project proponent shall also comply with all the environmental protection measures and safeguards recommended in the EIA/EMP report.

x. As proposed, Rs. 4.00 Crores and Rs. 0.40 Crores shall be earmarked towards total capital cost and recurring cost/annum for the environmental pollution control measures and judiciously utilized to implement the conditions stipulated by the Ministry of Environment and Forests as well as the State Government. The funds so provided shall not be diverted for any other purpose.

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg. No.
A/AB 22/89
Ranchi (Jharkhand)

xi. A copy of clearance letter shall be sent by the proponent to concerned Panchayat, Zila Parishad / Municipal Corporation, Urban Local Body and the local NGO, if any, from whom suggestions / representations, if any, were received while processing the proposal. The clearance letter shall also be put on the web site of the company by the proponent.

xii. The project proponent shall upload the status of compliance of the stipulated environment clearance conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of the MOEF, the respective Zonal Office of CPCB and the JPCB. The criteria pollutant levels namely; SPM, RSPM, $SO_2$, NOx (ambient levels as well as stack emissions) or critical sectoral parameters, indicated for the projects shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.

xiii. The project proponent shall also submit six monthly reports on the status of the compliance of the stipulated environmental conditions including results of monitored data (both in hard copies as well as by e-mail) to the Regional Office of MOEF, the respective Zonal Office of CPCB and the JPCB. The Regional Office of this Ministry / CPCB / JPCB shall monitor the stipulated conditions.

xiv. The environmental statement for each financial year ending 31st March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company alongwith the status of compliance of environmental conditions and shall also be sent to the respective Regional Offices of the MOEF by e-mail.

xv. The Project Proponent shall inform the public that the project has been accorded environmental clearance by the Ministry and copies of the clearance letter are available with the SPCB and may also be seen at Website of the Ministry of Environment and Forests at http:/envfor.nic.in. This shall be advertised within seven days from the date of issue of the clearance letter, at least in two local newspapers that are widely circulated in the region of which one shall be in the vernacular language of the locality concerned and a copy of the same should be forwarded to the Regional office.

xvi. Project authorities shall inform the Regional Office as well as the Ministry, the date of financial closure and final approval of the project by the concerned authorities and the date of commencing the land development work.

8.0. The Ministry may revoke or suspend the clearance, if implementation of any of the above conditions is not satisfactory.

9.0. The Ministry reserves the right to stipulate additional conditions if found necessary. The Company in a time bound manner shall implement these conditions.

10.0. Any appeal against this environmental clearance shall lie with the National Environment Appellate Authority, if preferred within a period of 30 days as prescribed under Section 11 of the National Environment Appellate Act, 1997.

MITHILESH NARAYAN SHAHI NOTARY RANCHI Reg. No. A/AB 22/8... Ranchi (Jharkhand)

11.0. The above conditions shall 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, Hazardous Wastes (Management and Handling) Rules, 2003 and the Public (Insurance) Liability Act, 1991 alongwith their amendments and rules

**(Dr. P. B. Rastogi)**
**Director**

Copy to :

1. The Secretary, Department of Environment, Govt. of Jharkhand, Jharkhand.
2. Chairman, Central Pollution Control Board, Parivesh Bhavan, CBD-cum-Office Complex, East Arjun Nagar, New Delhi – 110 032.
3. Chairman, Jharkhand Pollution Control Board, Jharkhand, Town Administrative Building, H.E.C., Dhruwa, Raanchi - 824004, Jharkhand.
4. The Chief Conservator of Forests (Eastern), Regional Office (EZ), A/3, Chandrasekharpur, Bhuvaneswar - 751 023, Orissa.
5. Adviser (IA-II), Ministry of Environment and Forests, Paryavaran Bhavan, CGO Complex, New Delhi.
6. Monitoring Cell, Ministry of Environment and Forests, Paryavaran Bhavan, CGO Complex, New Delhi.
7. Monitoring Cell
8. Guard File.
9. Record File.

28/1/10

**(Dr. P. B. Rastogi)**
**Director**

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg No.-
A/AB 22/99
Ranchi (Jharkhand)

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**F. No. J-11011/384/2010-IA-II (I)**
**Government of India**
**Ministry of Environment and Forests**
**(I.A. Division)**

**Paryavaran Bhawan**
**CGO Complex, Lodhi Road**
**New Delhi – 110 003**
**E-mail: ms.industry-mef@nic.in**
**Tele/fax: 011 – 2436 3973**
**Dated: 31st October, 2011**

To,

The Director,
M/s Bihar Foundary and Casting Limited
Main Road, Ranchi- 834 001

Ph: 0651- 2202699
E-mail: consafescience@gmail.com / bfclgfa@gmail.com

**Sub:** Expansion of Ferro Alloy Plant by installing SAF (9 MVAx1= 40 TPD) for manufacture of Ferro Silicon/Ferro-Manganese at Plot No. 1405, Ramgarh Industrial Area, Marar Village, Ramgarh District in Jharkhand by **M/s Bihar Foundary and Casting Limited- regarding Environmental Clearance**

Sir,

This has reference to your letter no. nil dated 10.04.2011 along with copies of EIA/EMP reports and subsequent communication dated 30.06.2011 seeking environmental clearance under the provisions of EIA Notification, 2006.

2. The Ministry of Environment and Forests has examined your application. It is noted that M/s Bihar Foundary and Casting Limited have proposed for expansion of Ferro Alloy Plant by installing SAF (9 MVAx1= 40 TPD) to manufacture Ferro Silicon/Ferro-Manganese at Plot No. 1405, Ramgarh Industrial Area, Marar Village, Ramgarh District in Jharkhand. The proposed expansion will be in the existing plant area of 14 acres and green belt will be developed in 33% of the project area. No additional land is required for the proposed expansion. No R&R is involved. No national park / wildlife sanctuary and reserve forests are located within 10 km radius of the project site. Mn ore, Dolomite, Quartz and Coke will be used as raw materials. Total cost of the project is Rs. 20.0 Crores and the budget for Environment Management and Pollution Control measures is Rs. 2.0 Crores.

3. Following are the details of existing and proposed expansion facilities:

| S.No | Name of the project | Existing | Proposed Expansion |
|---|---|---|---|
| 1 | Ferro Alloy (2x5 MVA) | 26 TPD ( Silico / Manganese) | ---- |
| 2 | Ferro Alloy (7.5 MVA) | 30 TPD ( Silico / Manganese) | ---- |
| 3. | Ferro Alloy (9 MVAx1) | ---- | 40 TPD (Ferro Silicon/Ferro-Manganese) |

4. Fume extraction system followed by bag filter to control the emissions from the submerged arc furnace and crushing house will be installed. The emissions will be dispersed

MITHILESH NARAYAN SINHA NOTARY RANCHI

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through stack of adequate height as per the CPCB / SPCB standards. Total water requirement will be 35m$^3$/day, which will be sourced from bore wells. There will be no generation of wastewater from the process. Domestic effluent will be treated in septic tank followed by soak pit. Rain water harvesting system to recharge the ground water and reduce the fresh water consumption will be installed. Presently slag is collected and sent for crushing where the crushed slag is segregated through screen into the metallic and non metallic. The silica waste is sold for road works for filling and the metallic parts are reused in the process.

5. The Ferro Alloy Plants are listed at S.No. 3(a) in Primary Metallurgy Industry in Category 'A' under the schedule of EIA Notification, 2006 and appraised by the Expert Appraisal Committee -1 (Industry).

6. The proposal was considered by the Expert Appraisal Committee-1 (industry) in its 24th meeting held during 19th - 20th May, 2011. The Committee sought additional information for reconsideration of project. On receipt of additional information, the committee reconsidered the project in its 26th meeting held during 21st - 22nd July, 2011. The Committee recommended the proposal for environmental clearance subject to stipulation of specific conditions along with other environmental conditions. Public hearing is not required as per Para 7(i) III (b) of EIA Notification, 2006 as the project is located in notified industrial area.

7. Based on the information submitted by you, presentation made by you and consultant, M/s Consafe Science (India), Hyderabad, the Ministry of Environment and Forests hereby accords environmental clearance to the above project under the provisions of EIA Notification dated 14th September 2006 subject to strict compliance of the following Specific and General conditions:

**A. SPECIFIC CONDITIONS :**

i. Compliance to all the specific and general conditions stipulated for the existing plant by the Central/State Government shall be ensured and regular reports submitted to the Ministry's Regional Office at Bhubaneswar/SPCB.

ii. No charcoal shall be used as fuel. Pet coke shall be used as fuel instead of charcoal from unknown sources.

iii. Continuous monitoring facilities for all the stacks and sufficient air pollution control equipments viz. fume extraction system with bag filters, ID fan and stack of adequate height to submerged arc furnace shall be provided to control emissions below 50 mg/Nm$^3$.

iv. The National Ambient Air Quality Standards issued by the Ministry vide G.S.R. No. 826(E) dated 16th November, 2009 shall be followed.

v. Secondary fugitive emissions from all the sources shall be controlled within the latest permissible limits issued by the Ministry and regularly monitored. Guidelines / Code of Practice issued by the CPCB shall be followed.

vi. Regular monitoring of influent and effluent surface, sub-surface and ground water shall be ensured and treated wastewater shall meet the norms prescribed by the State Pollution Control Board or described under the Environment (Protection) Act, 1986 whichever are more stringent. Leachate study for the effluent generated and analysis should also be regularly carried out and report submitted to the Ministry's Regional Office at Bhubaneswar, SPCB and CPCB.

M. THILESH NARAYAN SHAH

vii. The total water requirement shall not exceed $35m^3$/day. Permission to draw the water from the Competent Authority shall be obtained. 'Zero' effluent discharge shall be strictly followed and no wastewater should be discharged outside the premises.

viii. Efforts shall be made to make use of rain water harvested. If needed, capacity of the reservoir should be enhanced to meet the maximum water requirement. Only balance water requirement should be met from other sources.

ix. Slag produced in Ferro Manganese (Fe-Mn) production shall be used in manufacture of Silico Manganese (Si-Mn). All the other ferro alloy slag shall be used in the preparation of building materials.

x. Risk and Disaster Management Plan along with the mitigation measures should be prepared and a copy submitted to the Ministry's Regional Office at Bhubaneswar, SPCB and CPCB within three months of issue of environment clearance letter.

xi. As proposed, green belt should be developed in at least 33 % of the project area. Selection of plant species shall be as per the CPCB guidelines in consultation with the DFO.

xii. At least 5 % of the total cost of the project should be earmarked towards the Enterprise Social Commitment based on locals need and item-wise details along with time bound action plan should be prepared and submitted to the Ministry's Regional Office at Bhubaneswar. Implementation of such program shall be ensured accordingly in a time bound manner.

xiii. The company shall provide housing for construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, safe drinking water, medical health care, crèche etc. The housing may be in the form of temporary structures to be removed after the completion of the project.

xiv. The Company shall submit within three months their policy towards Corporate Environment Responsibility which should inter-alia address (i) Standard operating process/ procedure to being into focus any infringement/deviation/violation of environmental or forest norms/conditions, (ii) Hierarchical system or Administrative order of the Company to deal with environmental issues and ensuring compliance to the environmental clearance conditions and (iii) System of reporting of non compliance/violation environmental norms to the Board of Directors of the company and/or stakeholders or shareholders.

**A. GENERAL CONDITIONS:**

i. The project authorities must strictly adhere to the stipulations made by the Jharkhand State Pollution Control Board and the State Government.

ii. No further expansion or modifications in the plant shall be carried out without prior approval of the Ministry of Environment and Forests.

iii. The gaseous emissions from various process units shall conform to the load/mass based standards notified by this Ministry on 19th May, 1993 and standards prescribed from time to time. The State Board may specify more stringent standards for the relevant parameters keeping in view the nature of the industry and its size and location.

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iv. At least four ambient air quality monitoring stations should be established in the downward direction as well as where maximum ground level concentration of PM10, $SO_2$ and $NO_x$ are anticipated in consultation with the SPCB. Data on ambient air quality and stack emission shall be regularly submitted to this Ministry including its Regional Office at Bhubaneswar and the SPCB/CPCB once in six months.

v. Industrial wastewater shall be properly collected, treated so as to conform to the standards prescribed under GSR 422 (E) dated 19th May, 1993 and 31st December, 1993 or as amended form time to time. The treated wastewater shall be utilized for plantation purpose.

vi. The overall noise levels in and around the plant area shall be kept well within the standards (85 dBA) by providing noise control measures including acoustic hoods, silencers, enclosures etc. on all sources of noise generation. The ambient noise levels should conform to the standards prescribed under EPA Rules, 1989 viz. 75 dBA (daytime) and 70 dBA (nighttime).

vii. Occupational health surveillance of the workers should be done on a regular basis and records maintained as per the Factories Act.

viii. The company shall develop surface water harvesting structures to harvest the rain water for utilization in the lean season besides recharging the ground water table.

ix. The project proponent shall also comply with all the environmental protection measures and safeguards recommended in the EIA/EMP report. Further, the company must undertake socio-economic development activities in the surrounding villages like community development programmes, educational programmes, drinking water supply and health care etc.

x. Requisite amount shall be earmarked towards capital cost and recurring cost/annum for environment pollution control measures to implement the conditions stipulated by the Ministry of Environment and Forests as well as the State Government. An implementation schedule for implementing all the conditions stipulated herein shall be submitted to the Regional Office of the Ministry at Bhubaneswar. The funds so provided shall not be diverted for any other purpose.

xi. A copy of clearance letter shall be sent by the proponent to concerned Panchayat, Zila Parishad/Municipal Corporation, Urban Local Body and the local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the web site of the company by the proponent.

xii. The project proponent shall upload the status of compliance of the stipulated environment clearance conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of the MOEF at Bhubaneswar. the respective Zonal Office of CPCB and the CECB. The criteria pollutant levels namely; PM10, $SO_2$, $NO_x$ (ambient levels as well as stack emissions) or critical sectoral parameters, indicated for the projects shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.

xiii. The project proponent shall also submit six monthly reports on the status of the compliance of the stipulated environmental conditions including results of monitored data (both in hard copies as well as by e-mail) to the Regional Office of MOEF, the respective Zonal Office of CPCB and the SPCB. The Regional Office of this Ministry at Bhubaneswar/ CPCB / SPCB shall monitor the stipulated conditions.

xiv. The environmental statement for each financial year ending 31st March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company alongwith the status of compliance of environmental conditions and shall also be sent to the respective Regional Office of the MOEF at Bhubaneswar by e-mail.

xv. The Project Proponent shall inform the public that the project has been accorded environmental clearance by the Ministry and copies of the clearance letter are available with the SPCB and may also be seen at Website of the Ministry of Environment and Forests at http:/envfor.nic.in. This shall be advertised within seven days from the date of issue of the clearance letter, at least in two local newspapers that are widely circulated in the region of which one shall be in the vernacular language of the locality concerned and a copy of the same should be forwarded to the Regional office at Bhubaneswar.

xvi. Project authorities shall inform the Regional Office as well as the Ministry, the date of financial closure and final approval of the project by the concerned authorities and the date of commencing the land development work.

8. The Ministry may revoke or suspend the clearance, if implementation of any of the above conditions is not satisfactory.

9. The Ministry reserves the right to stipulate additional conditions if found necessary. The Company in a time bound manner shall implement these conditions.

10. The above conditions shall 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, Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008 and the Public (Insurance) Liability Act, 1991 along with their amendments and rules.

P. Ahujarai

**(Dr. P.L. Ahujarai)**
**Scientist -F**

**Copy to:-**

1. The Secretary, Department of Forest, Govt. of Jharkhand, Nepal House, Ranchi.
2. The Chief Conservator of Forests, Ministry of Environment & Forests, Regional Office, (EZ) A-3, Chandrashekharpur , Bhubaneswar-715023.
3. The Chairman, Central Pollution Control Board Parivesh Bhavan, CBD-cum-Office Complex, East Arjun Nagar New Delhi – 110 032.

MITHILESH NATH SAHAY
NOTARY
RANCHI
Reg. No.
A/AB 22/89

4. The Chairman, Jharkhand State Pollution Control Board, T.A Division Building (Ground Floor) HEC Campus, Dhurwa, Ranchi -834004.
5. Guard File/Monitoring File/Record File.

**(Dr. P. L. Ahujarai)**
**Scientist 'F'**

MITHILESH NARAYAN JHA
NOTARY
Ranchi (Jharkhand) India

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F. No. J-11011/384/2010-IAII(I)
Government of India
Ministry of Environment, Forest and Climate Change
(Impact Assessment Division)

Indira Paryavaran Bhawan
Jor Bagh Road, Aliganj,
New Delhi – 110003
E-mail: dirind-moefcc@gov.in
Tel: 011-24695368

Dated: 24th November, 2020

To

**Shri. Gaurav Budhia,**
**Director,**
M/s. Bihar Foundry & Casting Limited,
Main Road, Ranchi-834001 (Jharkhand)
Email: biharfoundary2020@gmail.com

Subject: Modification-cum-Expansion in existing Ferro Alloys Plant by **M/s. Bihar Foundry & Casting Limited** located at Ramgarh Industrial Area, Survey Plot No 1405(P), Village - Marar, **Ramgarh, Jharkhand – Prescribing of Terms of Reference (ToR) – regarding.**

Sir,

1. This refers to the online application of **M/s. Bihar Foundry & Casting Limited** made vide proposal no. IA/JH/IND/172815/2020 dated 12/09/2020 along with the application in prescribed format (Form-I), copy of pre-feasibility report and proposed ToRs for undertaking detailed EIA study as per the EIA Notification, 2006 for the project mentioned above. The proposed project activity is listed at S. No. 3(a) Metallurgical industries (ferrous & non-ferrous) under Category "A" of the schedule of the EIA Notification, 2006 and appraised at Central Level.

2. The proposal cited above was considered in 24th meeting of the Re-constituted EAC (Industry-I) held during 27-29th October, 2020. The EAC proceedings of the proposal is given as below.

**Details submitted by the project proponent**

3. M/s. Bihar Foundry & Casting Limited located at Notified Ramgarh Industrial Area, Survey Plot No 1405(P), Village - Marar, Ramgarh (JHK) – 829117 proposes to expand the existing unit for manufacturing of Ferro Alloys SiMn / FeMn based on Sub Merged Arc (SAF) technology.

4. The project was earlier accorded environmental clearance vide letter number J-11011/384/2010-IA.II(I) dated 31/10/2011. Consent to Operate was accorded by Jharkhand State Pollution Control Board vide lr. no. B-42, validity of CTO is up to 31/12/2020.

5. The proposed unit will be located at Plot No 1405(P), Village - Marar, Taluka: Mandu, District: Ramgarh, State: Jharkhand. – 829117.

6. The land area acquired for the proposed plant is 3.1 ha which is a Government Land. No forest land is involved. The entire land has been acquired for the project. Of the total area 1.05 ha (33 %) land will be used for green belt development.

7. No national park/ wildlife sanctuary/biosphere reserve/ tiger reserve/ elephant reserve etc. are reported to be located in the core and buffer zone of the project. The area also does not report to form corridor for Schedule-I fauna.



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8. Total project cost is approx Rs. 50 Crores. Proposed employment generation from proposed project will be 350 direct employment and 355 indirect employment.

9. The targeted production capacity of the SiMn –165TPD (58,575TPA) or HC/MC/LC FeMn – 265TPD (94,075TPA) depend on market scenario / demand. The ore for the plant would be procured from market sources. The ore transportation will be done through Import / Other Sources (Rail/Road/Conveyor).

10. The existing and the proposed production details are as below:

| Existing Ferro Alloys units as per EC & Production | Proposal (Modification-cum-Expansion) | Final Plant Configuration & Capacity |
|---|---|---|
| 2x5+1x7.5+1x9 MVA SAF (Submerge Arc Furnaces)<br>Ferro Alloys SiMn/FeMn – 96TPD (34,080TPA) | 1. Modification of existing 2x5 MVA SAF's to 2x6 MVA SAF's by change in transformer capacity<br>2. Modification of existing 1x7.5 MVA SAF to 1x9 MVA SAF by change in transformer capacity<br>3. New 1x9 MVA SAF<br>4. New 12MT per batch CLU(Creusot-Loire-Uddeholm) Converter for refining liquid HC FeMn to MC/LC FeMn<br>5. Matching associate facilities for operations | 2x6+ 3x9 MVA SAF's + 1x12T per batch CLU Converter with matching associate facilities<br>**Product Mix**<br>SiMn – 165 TPD (58,575TPA) or HC/MC/LC FeMn – 265 TPD (94,075TPA) depend on market scenario/demand |

11. The electricity load of 22.5 MW will be procured from DVC. Company has also proposed to install zero DG Set.

12. Proposed raw material and fuel requirement for project are 662.5 TPD Manganese Ore & 198.7 TPD coke. The requirement would be fulfilled by market sources as well as Imports. Fuel consumption will be mainly electricity from DVC.

13. Water Consumption for the proposed project will be 50 KLD additional and waste water generation will be recycled. Domestic waste water will be treated and industrial waste water generated will be treated and reused for cooling.

14. The proponent has mentioned that there is no court case or violation under EIA Notification to the project or related activity.

**Observations of the Committee**

15. The Committee noted the following:
    i. The proposal is to upgrade existing 5 T, 7 T EAF to 6 T and 9 T respectively and install one more 9 MVA SAF thus making the complex to have 2x6+ 3x 9 MVA SAF Complex.
    ii. Plant was installed after obtaining EC from MoEFCC during Oct 2011. CTO is valid till Dec 2020.
    iii. Land area is 7.76 acres with green belt area as 1.09 acres.
    iv. Water would be sourced from Damodar River.

**Recommendations of the Committee**

16. After deliberations, the Committee recommended the project proposal for prescribing following specific ToRs for undertaking detailed EIA and EMP study in addition to the generic ToR enclosed at Annexure-1 read with additional ToRs at Annexure-2:
    i. Only surface Water shall be used. Ground water abstraction shall not be permitted.
    ii. 100 % water consumed annually shall be recharged through water harvesting.
    iii. PM level from chimneys shall be maintained at < 30 mg/Nm3 and Power plant emission norms of SO2 and NOX less than 100 Mg/Nm3 shall be adhered to.
    iv. All Plant roads and approach road to plant shall be made paved and industrial vacuum cleaners shall be used to keep the plant clean and free of fugitive emissions.
    v. The dust collected from roads, plant floors and APCDs shall be recycled to pellet plant.
    vi. 100 % of the slag generated through the process shall be utilized.
    vii. Plant shall operate on ZLD.
    viii. 4th hole extraction system shall be installed on SAF for control of dust emission.
    ix. Briquetting and Jigging plant shall be installed.
    x. No Ferro Chrome production without prior Environment Clearance from MoEF&CC.
    xi. AOD (Argon Oxygen Decarburization) Converter shall have secondary fume extraction facility.

**Decision of MoEF&CC**

17. The undersigned is directed to inform that Ministry of Environment, Forest and Climate Change has examined the proposal in accordance with the Environment Impact Assessment (EIA) Notification, 2006 & further amendments thereto and after accepting the recommendations of the Expert Appraisal Committee (Industry-1) hereby decided to accord above-said specific ToRs, in addition to the standard ToRs and Sector Specific ToRs as enclosed at Annexure I read with additional ToRs at Annexure-2 for carrying out detailed EIA/EMP for the above project.

18. It is requested that the draft EIA Report may be prepared in accordance with the above mentioned specific ToRs and enclosed generic ToRs and additional ToRs and thereafter further necessary action including conduct of public consultation may be taken for obtaining Environment Clearance in accordance with the procedure prescribed under the EIA Notification, 2006 as amended.

19. The ToRs are valid for a period of four years from today i.e., 24/11/2020 and will expire on 23/11/2024 as per the Ministry's Notification S.O. 751 (E) dated 17/02/2020.

20. This issues with the approval of the Competent Authority.

**(A.K. Agrawal)**
**Director**

**Copy to:-**

1. Secretary, Department of Environment, Government of Jharkhand Secretariat Ranchi.
2. Regional Officer, Ministry of Environment, Forest and Climate Change, Regional Office (ECZ), Bunglow No. A-2, Shyamali Colony, Ranchi-834002.
3. Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD-Cum-Office Complex, East Arjun Nagar, New Delhi-110 032.
4. Chairman, Jharkhand State Pollution Control Board, H.E.C., Dhurwa, Ranchi-834004 (Jharkhand).
5. Member Secretary, Central Ground Water Authority, West Block –II, Wing -3, Sector I, R.K.Puram, New Delhi – 110086.
6. District Collector, Ramgarh District, Jharkhand.
7. Guard File / Record file / Monitoring file.
8. MOEF&CC Website.

**(A.K. Agrawal)**
**Director**

MITHILESH NARAIN NOTARY RANCHI Reg. No. A/AB 22/89

**ANNEXURE – I**

**GENERIC TERMS OF REFERENCE (ToR) IN RESPECT OF INDUSTRY SECTOR**

1. Executive Summary
2. Introduction
   - i. Details of the EIA Consultant including NABET accreditation
   - ii. Information about the project proponent
   - iii. Importance and benefits of the project
3. Project Description
   - i. Cost of project and time of completion.
   - ii. Products with capacities for the proposed project.
   - iii. If expansion project, details of existing products with capacities and whether adequate land is available for expansion, reference of earlier EC if any.
   - iv. List of raw materials required and their source along with mode of transportation.
   - v. Other chemicals and materials required with quantities and storage capacities
   - vi. Details of Emission, effluents, hazardous waste generation and their management.
   - vii. Requirement of water, power, with source of supply, status of approval, water balance diagram, man-power requirement (regular and contract)
   - viii. The project proponent shall furnish the requisite documents from the competent authority in support of drawl of ground water and surface water and supply of electricity.
   - ix. Process description along with major equipment and machineries, process flow sheet (Quantitative) from raw material to products to be provided.
   - x. Hazard identification and details of proposed safety systems.
   - xi. Expansion/modernization proposals:
     - a. Copy of all the Environmental Clearance(s) including Amendments thereto obtained for the project from MoEF&CC/SEIAA shall be attached as an Annexure. A certified copy of the latest Monitoring Report of the Regional Office of the Ministry of Environment, Forest and Climate Change as per circular dated 30th May, 2012 on the status of compliance of conditions stipulated in all the existing environmental clearances including Amendments shall be provided. In addition, status of compliance of Consent to Operate for the ongoing /existing operation of the project from SPCB/PCC shall be attached with the EIA-EMP report.
     - b. In case the existing project has not obtained environmental clearance, reasons for not taking EC under the provisions of the EIA Notification 1994 and/or EIA Notification 2006 shall be provided. Copies of Consent to Establish/No Objection Certificate and Consent to Operate (in case of units operating prior to EIA Notification 2006, CTE and CTO of FY 2005-2006) obtained from the SPCB shall be submitted. Further, compliance report to the conditions of consents from the SPCB shall be submitted.
4. Site Details
   - i. Location of the project site covering village, Taluka/Tehsil, District and State, Justification for selecting the site, whether other sites were considered.
   - ii. A toposheet of the study area of radius of 10km and site location on 1:50,000/1:25,000 scale on an A3/A2 sheet. (including all eco-sensitive areas and environmentally sensitive places)
   - iii. Co-ordinates (lat-long) of all four corners of the site.
   - iv. Google map-Earth downloaded of the project site.
   - v. Layout maps indicating existing unit as well as proposed unit indicating storage area, plant area, greenbelt area, utilities etc. If located within an Industrial area/Estate/Complex, layout of Industrial Area indicating location of unit within the Industrial area/Estate.

vi. Photographs of the proposed and existing (if applicable) plant site. If existing, show photographs of plantation/greenbelt, in particular.

vii. Landuse break-up of total land of the project site (identified and acquired), government/private - agricultural, forest, wasteland, water bodies, settlements, etc shall be included. (not required for industrial area)

viii. A list of major industries with name and type within study area (10km radius) shall be incorporated. Land use details of the study area

ix. Geological features and Geo-hydrological status of the study area shall be included.

x. Details of Drainage of the project upto 5km radius of study area. If the site is within 1 km radius of any major river, peak and lean season river discharge as well as flood occurrence frequency based on peak rainfall data of the past 30 years. Details of Flood Level of the project site and maximum Flood Level of the river shall also be provided. (mega green field projects)

xi. Status of acquisition of land. If acquisition is not complete, stage of the acquisition process and expected time of complete possession of the land.

xii. R&R details in respect of land in line with state Government policy

5. **Forest and wildlife related issues (if applicable):**

i. Permission and approval for the use of forest land (forestry clearance), if any, and recommendations of the State Forest Department. (if applicable).

ii. Land use map based on High resolution satellite imagery (GPS) of the proposed site delineating the forestland (*in case of projects involving forest land more than 40 ha).*

iii. Status of Application submitted for obtaining the stage I forestry clearance along with latest status shall be submitted.

iv. The projects to be located within 10 km of the National Parks, Sanctuaries, Biosphere Reserves, Migratory Corridors of Wild Animals, the project proponent shall submit the map duly authenticated by Chief Wildlife Warden showing these features vis-à-vis the project location and the recommendations or comments of the Chief Wildlife Warden-thereon.

v. Wildlife Conservation Plan duly authenticated by the Chief Wildlife Warden of the State Government for conservation of Schedule I fauna, if any exists in the study area.

vi. Copy of application submitted for clearance under the Wildlife (Protection) Act, 1972, to the Standing Committee of the National Board for Wildlife.

6. **Environmental Status**

i. Determination of atmospheric inversion level at the project site and site-specific micro-meteorological data using temperature, relative humidity, hourly wind speed and direction and rainfall.

ii. AAQ data (except monsoon) at 8 locations for $PM_{10}$, $PM_{2.5}$, $SO_2$, $NO_X$, CO and other parameters relevant to the project shall be collected. The monitoring stations shall be based CPCB guidelines and take into account the pre-dominant wind direction, population zone and sensitive receptors including reserved forests.

iii. Raw data of all AAQ measurement for 12 weeks of all stations as per frequency given in the NAQQM Notification of Nov. 2009 along with – min., max., average and 98% values for each of the AAQ parameters from data of all AAQ stations should be provided as an annexure to the EIA Report.

iv. Surface water quality of nearby River (60m upstream and downstream) and other surface drains at eight locations as per CPCB/MoEF&CC guidelines.

v. Whether the site falls near to polluted stretch of river identified by the CPCB/MoEF&CC.

vi. Ground water monitoring at minimum at 8 locations shall be included.

vii. Noise levels monitoring at 8 locations within the study area.

viii. Soil Characteristic as per CPCB guidelines.

ix. Traffic study of the area, type of vehicles, frequency of vehicles for transportation of materials, additional traffic due to proposed project, parking arrangement etc.

x. Detailed description of flora and fauna (terrestrial and aquatic) existing in the study area shall be given with special reference to rare, endemic and endangered species. If Schedule-I fauna are found within the study area, a Wildlife Conservation Plan shall be prepared and furnished.

xi. Socio-economic status of the study area.

7. Impact Assessment and Environment Management Plan

i. Assessment of ground level concentration of pollutants from the stack emission based on site-specific meteorological features. In case the project is located on a hilly terrain, the AQIP Modelling shall be done using inputs of the specific terrain characteristics for determining the potential impacts of the project on the AAQ. Cumulative impact of all sources of emissions (including transportation) on the AAQ of the area shall be well assessed. Details of the model used and the input data used for modelling shall also be provided. The air quality contours shall be plotted on a location map showing the location of project site, habitation nearby, sensitive receptors, if any.

ii. Water Quality modelling – in case, if the effluent is proposed to be discharged in to the local drain, then Water Quality Modelling study should be conducted for the drain water taking into consideration the upstream and downstream quality of water of the drain.

iii. Impact of the transport of the raw materials and end products on the surrounding environment shall be assessed and provided. In this regard, options for transport of raw materials and finished products and wastes (large quantities) by rail or rail-cum road transport or conveyor-cum-rail transport shall be examined.

iv. A note on treatment of wastewater from different plant operations, extent recycled and reused for different purposes shall be included. Complete scheme of effluent treatment. Characteristics of untreated and treated effluent to meet the prescribed standards of discharge under E(P) Rules.

v. Details of stack emission and action plan for control of emissions to meet standards.

vi. Measures for fugitive emission control

vii. Details of hazardous waste generation and their storage, utilization and disposal. Copies of MOU regarding utilization of solid and hazardous waste shall also be included. EMP shall include the concept of waste-minimization, recycle/reuse/recover techniques, Energy conservation, and natural resource conservation.

viii. Proper utilization of fly ash shall be ensured as per Fly Ash Notification, 2009. A detailed plan of action shall be provided.

ix. Action plan for the green belt development plan in 33 % area i.e. land with not less than 1,500 trees per ha. Giving details of species, width of plantation, planning schedule etc. shall be included. The green belt shall be around the project boundary and a scheme for greening of the roads used for the project shall also be incorporated.

x. Action plan for rainwater harvesting measures at plant site shall be submitted to harvest rainwater from the roof tops and storm water drains to recharge the ground water and also to use for the various activities at the project site to conserve fresh water and reduce the water requirement from other sources.

xi. Total capital cost and recurring cost/annum for environmental pollution control measures shall be included.

xii. Action plan for post-project environmental monitoring shall be submitted.

xiii. Onsite and Offsite Disaster (natural and Man-made) Preparedness and Emergency Management Plan including Risk Assessment and damage control. Disaster management plan should be linked with District Disaster Management Plan.

8. Occupational health
   i. Details of existing Occupational & Safety Hazards. What are the exposure levels of above mentioned hazards and whether they are within Permissible Exposure level (PEL). If these are not within PEL, what measures the company has adopted to keep them within PEL so that health of the workers can be preserved,
   ii. Details of exposure specific health status evaluation of worker. If the workers' health is being evaluated by pre-designed format, chest x rays, Audiometry, Spirometry, Vision testing (Far & Near vision, colour vision and any other ocular defect) ECG, during pre-placement and periodical examinations give the details of the same. Details regarding last month analysed data of abovementioned parameters as per age, sex, duration of exposure and department wise.
   iii. Annual report of health status of workers with special reference to Occupational Health and Safety.
   iv. Plan and fund allocation to ensure the occupational health & safety of all contract and casual workers.

9. Corporate Environment Policy
   i. Does the company have a well laid down Environment Policy approved by its Board of Directors? If so, it may be detailed in the EIA report.
   ii. Does the Environment Policy prescribe for standard operating process / procedures to bring into focus any infringement / deviation / violation of the environmental or forest norms / conditions? If so, it may be detailed in the EIA.
   iii. What is the hierarchical system or Administrative order of the company to deal with the environmental issues and for ensuring compliance with the environmental clearance conditions? Details of this system may be given.
   iv. Does the company have system of reporting of non-compliances / violations of environmental norms to the Board of Directors of the company and / or shareholders or stakeholders at large? This reporting mechanism shall be detailed in the EIA report

10. Details regarding infrastructure facilities such as sanitation, fuel, restroom etc. to be provided to the labour force during construction as well as to the casual workers including truck drivers during operation phase.

11. To address the Public Hearing issues, the provisions contained under Ministry's Office Memorandum vide F.No. 22-65/2017-IA.III dated 30/09/2020 shall be adhered to.

12. Any litigation pending against the project and/or any direction/order passed by any Court of Law against the project, if so, details thereof shall also be included. Has the unit received any notice under the Section 5 of Environment (Protection) Act, 1986 or relevant Sections of Air and Water Acts? If so, details thereof and compliance/ATR to the notice(s) and present status of the case.

13. A tabular chart with index for point wise compliance of above ToRs.

14. The ToRs prescribed shall be valid for a period of three years for submission of the EIA-EMP reports along with Public Hearing Proceedings (wherever stipulated).

<u>The following general points shall be noted:</u>
   i. All documents shall be properly indexed, page numbered.
   ii. Period/date of data collection shall be clearly indicated.
   iii. Authenticated English translation of all material in Regional languages shall be provided.
   iv. The letter/application for environmental clearance shall quote the MOEF&CC file No. and also attach a copy of the letter.

(188)

v. The copy of the letter received from the Ministry shall be also attached as an annexure to the final EIA-EMP Report.

vi. The index of the final EIA-EMP report must indicate the specific chapter and page no. of the EIA-EMP Report

vii. While preparing the EIA report, the instructions for the proponents and instructions for the consultants issued by MOEF&CC vide O.M. No. J-11013/41/2006-IA.II (I) dated 4th August, 2009, which are available on the website of this Ministry shall also be followed.

viii. The consultants involved in the preparation of EIA-EMP report after accreditation with Quality Council of India (QCI)/National Accreditation Board of Education and Training (NABET) would need to include a certificate in this regard in the EIA-EMP reports prepared by them and data provided by other organization/Laboratories including their status of approvals etc. Name of the Consultant and the Accreditation details shall be posted on the EIA-EMP Report as well as on the cover of the Hard Copy of the Presentation material for EC presentation.

ix. ToRs' prescribed by the Expert Appraisal Committee (Industry) shall be considered for preparation of EIA-EMP report for the project in addition to all the relevant information as per the 'Generic Structure of EIA' given in Appendix III and IIIA in the EIA Notification, 2006. Where the documents provided are in a language other than English, an English translation shall be provided. **The draft EIA-EMP report shall be submitted to the State Pollution Control Board of the concerned State for conduct of Public Hearing. The SPCBshall conduct the Public Hearing/public consultation, district-wise, as per the provisions of EIA notification, 2006. The Public Hearing shall be chaired by an Officer not below the rank of Additional District Magistrate.** The issues raised in the Public Hearing and during the consultation process and the commitments made by the project proponent on the same shall be included separately in EIA-EMP Report in a separate chapter and summarised in a tabular chart with financial budget (capital and revenue) along with time-schedule of implementation for complying with the commitments made. The final EIA report shall be submitted to the Ministry for obtaining environmental clearance.

********

ESH NARAI
NOTARY
RANCHI
Reg. No.
A/AB 22/89
Ranchi (Jharkhand)

**ANNEXURE-2**

## ADDITIONAL ToRs FOR

## METALLURGICAL INDUSTRY (FERROUS AND NON-FERROUS)

1. Complete process flow diagram describing each unit, its processes and operations, along with material and energy inputs & outputs (material and energy balance).
2. Emission from sulphuric acid plant and sulphur muck management.
3. Details on installation of Continuous Emission Monitoring System with recording with proper calibration system
4. Details on toxic metals including fluoride emissions
5. Details on stack height.
6. Details on ash disposal and management
7. Complete process flow diagram describing process of lead/zinc/copper/ aluminium, *etc.*
8. Details on smelting, thermal refining, melting, slag fuming, and Waelz kiln operation
9. Details on Holding and de-gassing of molten metal from primary and secondary aluminium, materials pre-treatment, and from melting and smelting of secondary aluminium
10. Details on toxic metal content in the waste material and its composition and end use (particularly of slag).
11. Trace metals in waste material especially slag.
12. Plan for trace metal recovery
13. Trace metals in water

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## Executive Summary

Executive summary of the report in about 8-10 pages incorporating the following:

i. Project name and location (Village, Dist, State, Industrial Estate (if applicable)
ii. Products and capacities. If expansion proposal, then existing products with capacities and reference to earlier EC.
iii. Requirement of land, raw material, water, power, fuel, with source of supply (Quantitative)
iv. Process description in brief, specifically indicating the gaseous emission, liquid effluent and solid and hazardous wastes. Materials balance shall be presented.
v. Measures for mitigating the impact on the environment and mode of discharge or disposal.
vi. Capital cost of the project, estimated time of completion
vii. Site selected for the project – Nature of land – Agricultural (single/double crop), barren, Govt/private land, status of is acquisition, nearby (in 2-3 km.) water body, population, with in 10km other industries, forest, eco-sensitive zones, accessibility, (note – in case of industrial estate this information may not be necessary)
viii. Baseline environmental data – air quality, surface and ground water quality, soil characteristic, flora and fauna, socio-economic condition of the nearby population
ix. Identification of hazards in handling, processing and storage of hazardous material and safety system provided to mitigate the risk.
x. Likely impact of the project on air, water, land, flora-fauna and nearby population
xi. Emergency preparedness plan in case of natural or in plant emergencies
xii. Issues raised during public hearing (if applicable) and response given
xiii. CSR plan with proposed expenditure.
xiv. Occupational Health Measures
xv. Post project monitoring plan

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NOTARY
RANCHI
Reg. No.-
A/AB 22/89

# Bihar Foundry & Castings Limited

www.bfclalloys.com
e-Invoice

**TAX INVOICE** *(ORIGINAL FOR RECIPIENT)*

IRN : a407e8c70476095f554d8202153080838eac76f01a6ca1-e49eb423e657a97b6a
Ack No. : 142415585386332
Ack Date : 4-Sep-24

| | | |
|---|---|---|
| **Supplier**<br>**BIHAR FOUNDRY & CASTINGS LTD**<br>Division: Gautam Ferro Alloys<br>Survey Plot No 1405, RIADA Industrial Area Road<br>Marar, Dist- Ramgarh, Jharkhand -829117<br>R.O- Shanti Niwas, Main Road, Ranchi, Jharkhand<br>GSTIN/UIN: 20AABCB1852D1ZI<br>State Name : Jharkhand, Code : 20<br>CIN: U27100JH1971PLC000912<br>E-Mail : bfclgfa@gmail.com | Invoice No.<br>**GFA/24-25/2719** | Dated<br>**4-Sep-24** |
| | Delivery Note | Mode/Terms of Payment |
| | Reference No. & Date.<br>GFA/SO/24-25/370 dt. 4-Sep-24 | Other References |
| Consignee - (Ship To)<br>**CENTURY INFRA LIMITED**<br>3, HIDE ROAD BESIDES FCI GODOWN,<br>KHIDDERPORE, KOLKATA-700088<br>GSTIN/UIN : 19AAKCC0058R1Z2 | Buyer's Order No.<br>**PORC-27** | Dated<br>**29-Aug-24** |
| | Dispatch Doc No. | Delivery Note Date |
| | Dispatched through<br>BIHAR FOUNDRY AND CASTINGS LIMITED | Destination<br>**KOLKATA** |
| Buyer - (Bill To)<br>**RISING CASTECH PVT. LTD.**<br>JATOLA ROAD, VILL. SAIDPUR, DISTT. SONIPAT,<br>HARYANA-131001, AD CODE - 6700001 ,IEC-051300384, Email-risingcastech@gmail.com<br>GSTIN/UIN : 06AABCG3419R1ZB<br>Place of Supply : Haryana | Bill of Lading/LR-RR No.<br>**1261 dt. 4-Sep-24** | Motor Vehicle No.<br>**JH02BG0021** |
| | Terms of Delivery<br>**GOODS MEANT FOR EXPORT**<br>**SUPPLY AT THE CONCESSIONAL RATE OF GST 0.1%** | |

| Sl No. | Description of Goods | HSN/SAC | GST Rate | Quantity | Rate | per | Amount |
|---|---|---|---|---|---|---|---|
| 1 | **HIGH CARBON FERRO MANGANESE**<br>*HIGH CARBON FERRO MANGANESE* | 72021100 | 0.10 % | **28.000 MT** | 86,000.00<br>( Ex-Works ) | MT | **24,08,000.00** |
| | ***OUTPUT IGST @ 0.10%*** | | | | | | **2,408.00** |
| | Total | | | **28.000 MT** | | | **₹ 24,10,408.00** |

E. & O.E

Amount Chargeable (in words)
**INR Twenty Four Lakh Ten Thousand Four Hundred Eight Only**

| HSN/SAC | Taxable Value | Integrated Tax Rate | Integrated Tax Amount | Total Tax Amount |
|---|---|---|---|---|
| 72021100 | 24,08,000.00 | 0.10% | 2,408.00 | 2,408.00 |
| Total | 24,08,000.00 | | 2,408.00 | 2,408.00 |

Tax Amount (in words) : **INR Two Thousand Four Hundred Eight Only**

**Note :- Frieght to be paid by Buyer / Consignee.**

Company's PAN : **AABCB1852D**

Declaration
Certified that the particulars given above are true & correct & represent the price actually charged & there is no additional consideration directly or indirectly from the buyer.

for BIHAR FOUNDRY & CASTINGS LTD

Marar Ramgarh

Authorised Signatory

SUBJECT TO ONLY RANCHI JURISDICTION

This is a Computer Generated Invoice

MITHILESH NARAYAN
NOTARY
RANCHI
Reg

**(Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii)**
**MINISTRY OF ENVIRONMENT AND FORESTS**
**New Delhi 14th September, 2006**
**Notification**

S.O. 1533(E). - Whereas, a draft notification **under sub-rule (3) of Rule 5 of the Environment (Protection) Rules, 1986 for imposing** certain restrictions and prohibitions on new projects or activities, or on the expansion or modernization of existing projects or activities based on their potential environmental impacts as indicated in the Schedule to the notification, being undertaken in any part of India[1], unless prior environmental clearance has been accorded in accordance with the objectives of National Environment Policy **as approved by the Union Cabinet on 18th May, 2006** and the procedure specified in the notification, by the Central Government or the State or Union territory Level Environment Impact Assessment Authority (SEIAA), to be constituted by the Central Government in consultation with the State Government or the Union territory Administration concerned under sub-section (3) of section 3 of the Environment (Protection) Act, 1986 for the purpose of this notification, was published in the Gazette of India ,Extraordinary, Part II, section 3, sub-section (ii) vide number S.O. 1324 (E) dated the 15th September ,2005 inviting objections and suggestions from all persons likely to be affected thereby within a period of sixty days from the date on which copies of Gazette containing the said notification were made available to the public;

And whereas, copies of the said notification were made available to the public on 15th September, 2005;

And whereas, all objections and suggestions received in response to the above mentioned draft notification have been duly considered by the Central Government;

Now, therefore, in exercise of the powers conferred by sub-section (1) and clause (v) of sub-section (2) of section 3 of the Environment (Protection) Act, 1986, read with clause (d) of sub-rule (3) of rule 5 of the Environment (Protection) Rules, 1986 and in supersession of the notification number S.O. 60 (E) dated the 27th January, 1994, except in respect of things done or omitted to be done before such supersession, the Central Government hereby directs that on and from the date of its publication the required construction of new projects or activities or the expansion or modernization of existing projects or activities listed in the Schedule to this notification entailing capacity addition with change in process and or technology shall be

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**I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII** of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

undertaken in any part of India only after the prior environmental clearance from the Central Government or as the case may be, by the State Level Environment
Impact Assessment Authority, duly constituted by the Central Government under sub-section (3) of section 3 of the said Act, in accordance with the procedure specified hereinafter in this notification.

[1]Includes the territorial waters

**2. Requirements of prior Environmental Clearance (EC):-** The following projects or activities shall require prior environmental clearance from the concerned regulatory authority, which shall hereinafter referred to be as the Central Government in the Ministry of Environment and Forests for matters falling under Category 'A' in the Schedule and at State level the State Environment Impact Assessment Authority (SEIAA) for matters falling under Category 'B' in the said Schedule, before any construction work, or preparation of land by the project management except for securing the land, is started on the project or activity:

(i) All new projects or activities listed in the Schedule to this notification;

(ii) Expansion and modernization of existing projects or activities listed in the Schedule to this notification with addition of capacity beyond the limits specified for the concerned sector, that is, projects or activities which cross the threshold limits given in the Schedule, after expansion or modernization;

(iii) Any change in product - mix in an existing manufacturing unit included in Schedule beyond the specified range.

**3. State Level Environment Impact Assessment Authority:- (1)** A State Level Environment Impact Assessment Authority hereinafter referred to as the SEIAA shall be constituted by the Central Government under sub-section (3) of section 3 of the Environment (Protection) Act, 1986 comprising of three Members including a Chairman and a Member – Secretary to be nominated by the State Government or the Union territory Administration concerned.

(2) The Member-Secretary shall be a serving officer of the concerned State Government or Union territory administration familiar with environmental laws.

(3) The other two Members shall be either a professional or expert fulfilling the eligibility criteria given in Appendix VI to this notification.

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**I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII** of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

(4) One of the specified Members in sub-paragraph (3) above who is an expert in the Environmental Impact Assessment process shall be the Chairman of the SEIAA.

(5) The State Government or Union territory Administration shall forward the names of the Members and the Chairman referred in sub- paragraph 3 to 4 above to the Central Government and the Central Government shall constitute the SEIAA as an authority for the purposes of this notification within thirty days of the date of receipt of the names.

(6) The non-official Member and the Chairman shall have a fixed term of three years (from the date of the publication of the notification by the Central Government constituting the authority).

[I] "(7) All decisions of the SEIAA shall be taken in a meeting and shall ordinarily be unanimous:

Provided that, in case a decision is taken by majority, the details of views, for and against it, shall be clearly recorded in the minutes and copy thereof sent to MoEF."

**4. Categorization of projects and activities:-**

(i) All projects and activities are broadly categorized in to two categories - Category A and Category B, based on the spatial extent of potential impacts and potential impacts on human health and natural and man made resources.

(ii) All projects or activities included as Category 'A' in the Schedule, including expansion and modernization of existing projects or activities and change in product mix, shall require prior environmental clearance from the Central Government in the Ministry of Environment and Forests (MoEF) on the recommendations of an Expert Appraisal Committee (EAC) to be constituted by the Central Government for the purposes of this notification;

(iii) All projects or activities included as Category 'B' in the Schedule, including expansion and modernization of existing projects or activities as specified in sub paragraph (ii) of paragraph 2, or change in product mix as specified in sub paragraph (iii) of paragraph 2, but excluding those which fulfill the General Conditions (GC) stipulated in the Schedule, *will* require prior environmental clearance from the State/Union territory Environment Impact Assessment Authority (SEIAA). The SEIAA shall base its decision on the recommendations of a State or Union territory level Expert Appraisal Committee (SEAC) as to be constituted for in this notification. [II] "In the absence of a duly constituted SEIAA

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

or SEAC, a Category 'B' project shall be considered at Central Level as a Category 'B' project;"

**5. Screening, Scoping and Appraisal Committees:-**

The same Expert Appraisal Committees (EACs) at the Central Government and SEACs (hereinafter referred to as the (EAC) and (SEAC) at the State or the Union territory level shall screen, scope and appraise projects or activities in Category 'A' and Category 'B' respectively. EAC and SEAC's shall meet at least once every month.

(a) The composition of the EAC shall be as given in Appendix VI. The SEAC at the State or the Union territory level shall be constituted by the Central Government in consultation with the concerned State Government or the Union territory Administration with identical composition;

(b) The Central Government may, with the prior concurrence of the concerned State Governments or the Union territory Administrations, constitutes one SEAC for more than one State or Union territory for reasons of administrative convenience and cost;

(c) The EAC and SEAC shall be reconstituted after every three years;

(d) The authorised members of the EAC and SEAC, concerned, may inspect any site(s) connected with the project or activity in respect of which the prior environmental clearance is sought, for the purposes of screening or scoping or appraisal, with prior notice of at least seven days to the applicant, who shall provide necessary facilities for the inspection;

(e) The EAC and SEACs shall function on the principle of collective responsibility. The Chairperson shall endeavour to reach a consensus in each case, and if consensus cannot be reached, the view of the majority shall prevail.

**6. Application for Prior Environmental Clearance (EC):-**

An application seeking prior environmental clearance in all cases shall be made in the prescribed Form 1 annexed herewith and Supplementary Form 1A, if applicable, as given in Appendix II, after the identification of prospective site(s) for the project and/or activities to which the application relates, before commencing any construction activity, or preparation of land, at the site by the applicant. The applicant shall furnish, along with the application, a copy

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**I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII** of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

of the pre-feasibility project report except that, in case of construction projects or activities (item 8 of the Schedule) in addition to Form 1 and the Supplementary Form 1A, a copy of the conceptual plan shall be provided, instead of the pre-feasibility report.

**7. Stages in the Prior Environmental Clearance (EC) Process for New Projects:-**

**7(i)** The environmental clearance process for new projects will comprise of a maximum of four stages, all of which may not apply to particular cases as set forth below in this notification. These four stages in sequential order are:-

- Stage (1) Screening (Only for Category 'B' projects and activities)
- Stage (2) Scoping
- Stage (3) Public Consultation
- Stage (4) Appraisal

I. **Stage (1) - Screening**:

In case of Category 'B' projects or activities, this stage will entail the scrutiny of an application seeking prior environmental clearance made in Form 1 by the concerned State level Expert Appraisal Committee (SEAC) for determining whether or not the project or activity requires further environmental studies for preparation of an Environmental Impact Assessment (EIA) for its appraisal prior to the grant of environmental clearance depending up on the nature and location specificity of the project . The projects requiring an Environmental Impact Assessment report shall be termed Category 'B1' and remaining projects shall be termed Category 'B2' and will not require an Environment Impact Assessment report. For categorization of projects into B1 or B2 except item 8 (b), the Ministry of Environment and Forests shall issue appropriate guidelines from time to time.

II. **Stage (2) - Scoping**:

(i) "Scoping": refers to the process by which the Expert Appraisal Committee in the case of Category 'A' projects or activities, and State level Expert Appraisal Committee in the case of Category 'B1' projects or activities, including applications for expansion and/or modernization and/or change in product mix of existing projects or activities, determine detailed and comprehensive Terms Of Reference (TOR) addressing all relevant environmental concerns for the preparation of an Environment Impact Assessment (EIA) Report in respect of the project or activity for which prior environmental clearance is sought. The Expert Appraisal Committee or State level Expert Appraisal Committee

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I, II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

concerned shall determine the Terms of Reference on the basis of the information furnished in the prescribed application Form1/Form 1A including Terns of Reference proposed by the applicant, a site visit by a sub- group of Expert Appraisal Committee or State level Expert Appraisal Committee concerned only if considered necessary by the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned, Terms of Reference suggested by the applicant if furnished and other information that may be available with the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned. All projects and activities listed as Category 'B' in Item 8 of the Schedule (Construction/Township/Commercial Complexes /Housing) shall not require Scoping and will be appraised on the basis of Form 1/ Form 1A and the conceptual plan.

(ii) The Terms of Reference (TOR) shall be conveyed to the applicant by the Expert Appraisal Committee or State Level Expert Appraisal Committee as concerned within sixty days of the receipt of Form 1. In the case of Category A Hydroelectric projects Item 1(c) (i) of the Schedule the Terms of Reference shall be conveyed along with the clearance for pre-construction activities .If the Terms of Reference are not finalized and conveyed to the applicant within sixty days of the receipt of Form 1, the Terms of Reference suggested by the applicant shall be deemed as the final Terms of Reference approved for the EIA studies. The approved Terms of Reference shall be displayed on the website of the Ministry of Environment and Forests and the concerned State Level Environment Impact Assessment Authority.

(iii) Applications for prior environmental clearance may be rejected by the regulatory authority concerned on the recommendation of the EAC or SEAC concerned at this stage itself. In case of such rejection, the decision together with reasons for the same shall be communicated to the applicant in writing within sixty days of the receipt of the application.

III. **Stage (3) - Public Consultation**:

(i) "Public Consultation" refers to the process by which the concerns of local affected persons and others who have plausible stake in the environmental impacts of the project or activity are ascertained with a view to taking into account all the material concerns in the project or activity design as appropriate. All Category 'A' and Category B1 projects or activities shall undertake Public Consultation, except the following:-

(a) modernization of irrigation projects (item 1(c) (ii) of the Schedule).

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

(b) all projects or activities located within industrial estates or parks (item 7(c) of the Schedule) approved by the concerned authorities, and which are not disallowed in such approvals.

(c) expansion of Roads and Highways (item 7 (f) of the Schedule) which do not involve any further acquisition of land.

III "(cc) maintenance dredging provided the dredged material shall be disposed within port limits.";

III "(d) All Building or Construction projects or Area Development projects (which do not contain any category 'A' projects and activities) and Townships (item 8(a) and 8(b) in the Schedule to the notification)."

e) all Category 'B2' projects and activities.

f) all projects or activities concerning national defence and security or involving other strategic considerations as determined by the Central Government.

(ii) The Public Consultation shall ordinarily have two components comprising of:-

(a) a public hearing at the site or in its close proximity- district wise, to be carried out in the manner prescribed in Appendix IV, for ascertaining concerns of local affected persons;

(b) obtain responses in writing from other concerned persons having a plausible stake in the environmental aspects of the project or activity.

(iii) the public hearing at, or in close proximity to, the site(s) in all cases shall be conducted by the State Pollution Control Board (SPCB) or the Union territory Pollution Control Committee (UTPCC) concerned in the specified manner and forward the proceedings to the regulatory authority concerned within 45(forty five ) of a request to the effect from the applicant.

(iv) in case the State Pollution Control Board or the Union territory Pollution Control Committee concerned does not undertake and complete the public hearing within the specified period, and/or does not convey the proceedings of the public hearing within the prescribed period directly to the regulatory authority concerned as above, the regulatory

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II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

authority shall engage another public agency or authority which is not subordinate to the regulatory authority, to complete the process within a further period of forty five days,.

(v) If the public agency or authority nominated under the sub paragraph (iii) above reports to the regulatory authority concerned that owing to the local situation, it is not possible to conduct the public hearing in a manner which will enable the views of the concerned local persons to be freely expressed, it shall report the facts in detail to the concerned regulatory authority, which may, after due consideration of the report and other reliable information that it may have, decide that the public consultation in the case need not include the public hearing.

(vi) For obtaining responses in writing from other concerned persons having a plausible stake in the environmental aspects of the project or activity, the concerned regulatory authority and the State Pollution Control Board (SPCB) or the Union territory Pollution Control Committee (UTPCC) shall invite responses from such concerned persons by placing on their website the Summary EIA report prepared in the format given in Appendix IIIA by the applicant along with a copy of the application in the prescribed form, within seven days of the receipt of a written request for arranging the public hearing. Confidential information including non-disclosable or legally privileged information involving Intellectual Property Right, source specified in the application shall not be placed on the web site. The regulatory authority concerned may also use other appropriate media for ensuring wide publicity about the project or activity. The regulatory authority shall, however, make available on a written request from any concerned person the Draft EIA report for inspection at a notified place during normal office hours till the date of the public hearing. All the responses received as part of this public consultation process shall be forwarded to the applicant through the quickest available means.

(vii) After completion of the public consultation, the applicant shall address all the material environmental concerns expressed during this process, and make appropriate changes in the draft EIA and EMP. The final EIA report, so prepared, shall be submitted by the applicant to the concerned regulatory authority for appraisal. The applicant may alternatively submit a supplementary report to draft EIA and EMP addressing all the concerns expressed during the public consultation.

**IV. Stage (4) - Appraisal**:

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

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(i) Appraisal means the detailed scrutiny by the Expert Appraisal Committee or State Level Expert Appraisal Committee of the application and other documents like the Final EIA report, outcome of the public consultations including public hearing proceedings, submitted by the applicant to the regulatory authority concerned for grant of environmental clearance. This appraisal shall be made by Expert Appraisal Committee or State Level Expert Appraisal Committee concerned in a transparent manner in a proceeding to which the applicant shall be invited for furnishing necessary clarifications in person or through an authorized representative. On conclusion of this proceeding, the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned shall make categorical recommendations to the regulatory authority concerned either for grant of prior environmental clearance on stipulated terms and conditions, or rejection of the application for prior environmental clearance, together with reasons for the same.

(ii) The appraisal of all projects or activities which are not required to undergo public consultation, or submit an Environment Impact Assessment report, shall be carried out on the basis of the prescribed application Form 1 and Form 1A as applicable, any other relevant validated information available and the site visit wherever the same is considered as necessary by the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned.

(iii) The appraisal of an application be shall be completed by the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned within sixty days of the receipt of the final Environment Impact Assessment report and other documents or the receipt of Form 1 and Form 1 A, where public consultation is not necessary and the recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee shall be placed before the competent authority for a final decision within the next fifteen days .The prescribed procedure for appraisal is given in Appendix V ;

**7(ii). Prior Environmental Clearance (EC) process for Expansion or Modernization or Change of product mix in existing projects**:

All applications seeking prior environmental clearance for expansion with increase in the production capacity beyond the capacity for which prior environmental clearance has been granted under this notification or with increase in either lease area or production capacity in the case of mining projects or for the modernization of an existing unit with increase in

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

the total production capacity beyond the threshold limit prescribed in the Schedule to this notification through change in process and or technology or involving a change in the product –mix shall be made in Form I and they shall be considered by the concerned Expert Appraisal Committee or State Level Expert Appraisal Committee within sixty days, who will decide on the due diligence necessary including preparation of EIA and public consultations and the application shall be appraised accordingly for grant of environmental clearance.

**8. Grant or Rejection of Prior Environmental Clearance (EC):**

(i) The regulatory authority shall consider the recommendations of the EAC or SEAC concerned and convey its decision to the applicant within forty five days of the receipt of the recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned or in other words within one hundred and five days of the receipt of the final Environment Impact Assessment Report, and where Environment Impact Assessment is not required, within one hundred and five days of the receipt of the complete application with requisite documents, except as provided below.

(ii) The regulatory authority shall normally accept the recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned. In cases where it disagrees with the recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned, the regulatory authority shall request reconsideration by the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned within forty five days of the receipt of the recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned while stating the reasons for the disagreement. An intimation of this decision shall be simultaneously conveyed to the applicant. The Expert Appraisal Committee or State Level Expert Appraisal Committee concerned, in turn, shall consider the observations of the regulatory authority and furnish its views on the same within a further period of sixty days. The decision of the regulatory authority after considering the views of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned shall be final and conveyed to the applicant by the regulatory authority concerned within the next thirty days.

(iii) In the event that the decision of the regulatory authority is not communicated to the applicant within the period specified in sub-paragraphs (i) or (ii) above, as applicable, the

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

applicant may proceed as if the environment clearance sought for has been granted or denied by the regulatory authority in terms of the final recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned.

(iv) On expiry of the period specified for decision by the regulatory authority under paragraph (i) and (ii) above, as applicable, the decision of the regulatory authority, and the final recommendations of the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned shall be public documents.

(v) Clearances from other regulatory bodies or authorities shall not be required prior to receipt of applications for prior environmental clearance of projects or activities, or screening, or scoping, or appraisal, or decision by the regulatory authority concerned, unless any of these is sequentially dependent on such clearance either due to a requirement of law, or for necessary technical reasons.

(vi) Deliberate concealment and/or submission of false or misleading information or data which is material to screening or scoping or appraisal or decision on the application shall make the application liable for rejection, and cancellation of prior environmental clearance granted on that basis. Rejection of an application or cancellation of a prior environmental clearance already granted, on such ground, shall be decided by the regulatory authority, after giving a personal hearing to the applicant, and following the principles of natural justice.

**9. Validity of Environmental Clearance (EC):**

The "Validity of Environmental Clearance" is meant the period from which a prior environmental clearance is granted by the regulatory authority, or may be presumed by the applicant to have been granted under sub paragraph (iv) of paragraph 7 above, to the start of production operations by the project or activity, or completion of all construction operations in case of construction projects (item 8 of the Schedule), to which the application for prior environmental clearance refers. The prior environmental clearance granted for a project or activity shall be valid for a period of ten years in the case of River Valley projects (item 1(c) of the Schedule), project life as estimated by Expert Appraisal Committee or State Level Expert Appraisal Committee subject to a maximum of thirty years for mining projects and five years in the case of all other projects and activities. However, in the case of Area Development projects and Townships [item 8(b)], the validity

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

period shall be limited only to such activities as may be the responsibility of the applicant as a developer. This period of validity may be extended by the regulatory authority concerned by a maximum period of five years provided an application is made to the regulatory authority by the applicant within the validity period, together with an updated Form 1, and Supplementary Form 1A, for Construction projects or activities (item 8 of the Schedule). In this regard the regulatory authority may also consult the Expert Appraisal Committee or State Level Expert Appraisal Committee as the case may be.

**10. Post Environmental Clearance Monitoring:**

IV "(i)(a) In respect of Category 'A' project, it shall be mandatory for the project proponent to make public the environment clearance granted for their project along with the environmental conditions and safeguards at their cost by prominently advertising it at least in two local newspapers of the district or State where the project is located and in addition, this shall also be displayed in the project proponent's website permanently.

(b) In respect of Category 'B' projects, irrespective of its clearance by MoEF / SEIAA, the project proponent shall prominently advertise in the newspapers indicating that the project has been accorded environment clearance and the details of the MoEF website where it is displayed.

(c) The Ministry of Environment and Forests and the State/Union Territory Level Environmental Impact Assessment Authorities (SEIAAs), as the case may be, shall also place the environmental clearance in the public domain on Governmental portal.

(d) The copies of the environmental clearance shall be submitted by the project proponents to the Heads of local bodies, Panchayats and Municipal Bodies in addition to the relevant offices of the Government who in turn has to display the same for 30 days from the date of receipt.";

IV (ii) It shall be mandatory for the project management to submit half-yearly compliance reports in respect of the stipulated prior environmental clearance terms and conditions in hard and soft copies to the regulatory authority concerned, on 1st June and 1st December of each calendar year.

IV (iii) All such compliance reports submitted by the project management shall be public documents. Copies of the same shall be given to any person on application to the

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

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concerned regulatory authority. The latest such compliance report shall also be displayed on the web site of the concerned regulatory authority.

**11. Transferability of Environmental Clearance (EC):**

A prior environmental clearance granted for a specific project or activity to an applicant may be transferred during its validity to another legal person entitled to undertake the project or activity on application by the transferor, or by the transferee with a written "no objection" by the transferor, to, and by the regulatory authority concerned, on the same terms and conditions under which the prior environmental clearance was initially granted, and for the same validity period. No reference to the Expert Appraisal Committee or State Level Expert Appraisal Committee concerned is necessary in such cases.

**12. Operation of EIA Notification, 1994, till disposal of pending cases:**

From the date of final publication of this notification the Environment Impact Assessment (EIA) notification number S.O.60 (E) dated 27th January, 1994 is hereby superseded, except in suppression of the things done or omitted to be done before such suppression to the extent that in case of all or some types of applications made for prior environmental clearance and pending on the date of final publication of this notification, the Central Government may relax any one or all provisions of this notification except the list of the projects or activities requiring prior environmental clearance in Schedule I , or continue operation of some or all provisions of the said notification, for a period not exceeding one year from the date of issue of this notification.

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**I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII** of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

## SCHEDULE

(See paragraph 2 and 7)

### LIST OF PROJECTS OR ACTIVITIES REQUIRING PRIOR ENVIRONMENTAL CLEARANCE

| Project or Activity | | Category with threshold limit | | Conditions if any |
|---|---|---|---|---|
| | | A | B | |
| 1 | | Mining, extraction of natural resources and power generation (for a specified production capacity) | | |
| (1) | (2) | (3) | (4) | (5) |
| [v] "1(a) | (i) Mining of minerals. | ≥ 50 ha. of mining lease area in respect of non-coal mine lease.<br><br>> 150 ha of mining lease area in respect of coal mine lease.<br><br>Asbestos mining irrespective of mining area | <50 ha ≥ 5 ha .of mining lease area in respect of non-coal mine lease.<br><br>≤ 150 ha ≥ 5 ha of mining lease area in respect of coal mine lease. | General Condition shall apply<br>Note:<br>Mineral prospecting Is exempted."; |
| | (ii) Slurry pipelines (coal lignite and other ores) passing through national parks / sanctuaries / coral reefs, ecologically sensitive areas. | All projects. | | |
| 1(b) | Offshore and onshore oil and gas exploration, development & production | All projects | | Note<br>Exploration Surveys (not involving drilling) are exempted provided the concession areas have got previous clearance for physical survey |
| 1(c) | River Valley pojects | (i) ≥ 50 MW hydroelectric power generation;<br>(ii) ≥ 10,000 ha. of culturable command area | (i) < 50 MW ≥ 25 MW hydroelectric power generation;<br>(ii) < 10,000 ha. of culturable command area | [v] "General Condition shall apply.<br>Note: Irrigation projects not involving submergence or inter-state domain shall be appraised by the SEIAA as Category 'B' Projects."; |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

| (1) | (2) | (3) | (4) | (5) |
|---|---|---|---|---|
| 1(d) | Thermal Power Plants | [V] " ≥ 500 MW (coal / lignite / naphtha & gas based); ≥ 50 MW (Pet coke diesel and all other fuels including refinery residual oil waste except biomass); ≥ 20 MW (based on biomass or non hazardous municipal waste as fuel)."; | < 500 MW (coal / lignite / naphtha & gas based); <50 MW ≥ 5MW (Pet coke, diesel and all other fuels including refinery residual oil waste except biomass); ≥ 20 MW > 15 MW (based on biomass or non hazardous municipal waste as fuel)."; | [V] "General Condition shall apply. Note: (i) Power plant up to 15 MW, based on biomass and using auxiliary fuel such as coal / lignite / petroleum products up to 15% are exempt. (ii) Power plant up to 15 MW, based on non-hazardous municipal waste and using auxiliary fuel such as coal / lignite / petroleum products up to 15% are exempt. (iii) Power plants using waste heat boiler without any auxiliary fuel are exempt."; |
| 1(e) | Nuclear power projects and processing of nuclear fuel | All projects | | |
| 2 | | Primary Processing | | |
| 2(a) | Coal washeries | ≥ 1 million ton/annum throughput of coal | <1million ton/annum throughput of coal | General Condition shall apply (If located within mining area the proposal shall be appraised together with the mining proposal) |
| 2 (b) | Mineral beneficiation | ≥ 0.1million ton/annum mineral throughput | < 0.1million ton/annum mineral throughput | General Condition shall apply (Mining proposal with Mineral beneficiation shall be appraised together for grant of clearance) |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

| 3 | | Materials Production | | |
|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) |
| 3(a) | Metallurgical industries (ferrous & non ferrous) | a)Primary metallurgical industry<br><br>All projects<br><br>b) Sponge iron manufacturing ≥ 200TPD<br><br>c) Secondary metallurgical processing industry<br><br>All toxic and heavy metal producing units ≥ 20,000 tonnes /annum | <br><br><br><br>Sponge iron manufacturing <200TPD<br><br>Secondary metallurgical processing industry<br><br>i.)All toxic and heavy metal producing units <20,000 tonnes /annum<br><br>ii.)All other non –toxic secondary metallurgical processing industries<br><br>>5000 tonnes/annum | [v] "General condition shall apply.<br>Note:<br>(i) The recycling industrial units registered under the HSM Rules, are exempted.<br>(ii) In case of secondary metallurgical processing industrial units, those projects involving operation of furnaces only such as induction and electrical arc furnace, submerged arc furnace, and cupola with capacity more than 30,000 tonnes per annum (TPA) would require environmental clearance.<br>(iii) Plant / units other than power plants (given against entry no. 1(d) of the schedule), based on municipal solid waste (non-hazardous) are exempted." |
| 3( b) | Cement plants | ≥ 1.0 million tonnes/annum production capacity | <1.0 million tonnes/annum production capacity. All Stand alone grinding units | General Condition shall apply |
| 4 | | Materials Processing | | |
| (1) | (2) | (3) | (4) | (5) |
| 4(a) | Petroleum refining industry | All projects | - | - |
| 4(b) | Coke oven plants | ≥2,50,000 tonnes/annum | <2,50,000 & ≥25,000 tonnes/annum | [v] "General Condition shall apply." |
| 4(c ) | Asbestos milling and asbestos based products | All projects | - | - |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

(28)

| (1) | (2) | (3) | (4) | (5) |
|---|---|---|---|---|
| 4(d) | Chlor-alkali industry | ≥300 TPD production Capacity or a unit located out side the notified industrial area/ estate | V "(i) All projects irrespective of the size, if located in a Notified Industrial Area/ Estate. (ii) <300 tonnes per day (TPD) and located outside a Notified Industrial Area/ Estate." | V "General as well as specific condition shall apply. No new Mercury Cell based plants will be permitted and existing units converting to membrane cell technology are exempted from this notification." |
| 4(e) | Soda ash Industry | All projects | - | - |
| 4(f) | Leather/skin/hide processing industry | New projects outside the industrial area or expansion of existing units out side the industrial area | All new or expansion of projects located within a notified industrial area/ estate | V "General as well as specific condition shall apply." |
| 5 | | Manufacturing / Fabrication | | |
| 5(a) | Chemical fertilizers | V "All projects except Single Super Phosphate." | V "Single Super Phosphate." | - |
| 5(b) | Pesticides industry and pesticide specific intermediates (excluding formulations) | All units producing technical grade pesticides | - | - |
| 5(c) | Petro-chemical complexes (industries based on processing of petroleum fractions & natural gas and/or reforming to aromatics) | All projects - | - | - |
| 5(d) | Manmade fibers manufacturing | Rayon | Others | General Condition shall apply |
| 5(e) | Petrochemical based processing (processes other than cracking & reformation and not covered under the complexes) | Located out side the notified industrial area/ estate - | Located in a notified industrial area/ estate | V "General as well as specific condition shall apply." |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

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| (1) | (2) | (3) | (4) | (5) |
|---|---|---|---|---|
| 5(f) | Synthetic organic chemicals industry (dyes & dye intermediates; bulk drugs and intermediates excluding drug formulations; synthetic rubbers; basic organic chemicals, other synthetic organic chemicals and chemical intermediates) | Located out side the notified industrial area/ estate | Located in a notified industrial area/ estate | [v] "General as well as specific condition shall apply." |
| 5(g) | Distilleries | (i)All Molasses based distilleries<br>(ii) All Cane juice/ non-molasses based distilleries ≥30 KLD | All Cane juice / non-molasses based distilleries – <30 KLD | General Condition shall apply |
| 5(h) | Integrated paint industry | - | All projects | General Condition shall apply |
| 5(i) | Pulp & paper industry excluding manufacturing of paper from waste paper and manufacture of paper from ready pulp with out bleaching | Pulp manufacturing and Pulp& Paper manufacturing industry | Paper manufacturing industry without pulp manufacturing | General Condition shall apply |
| 5(j) | Sugar Industry | - | ≥ 5000 tcd cane crushing capacity | General Condition shall apply |
| 5(k) | [v] Omitted | | | |
| 6 | | Service Sectors | | |
| 6(a) | Oil & gas transportation pipe line (crude and refinery/ petrochemical products), passing through national parks / sanctuaries /coral reefs / ecologically sensitive areas including LNG Terminal | All projects | | - |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O. 1533(E) dated 14.09.2006

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| (1) | (2) | (3) | (4) | (5) |
|---|---|---|---|---|
| 6(b) | Isolated storage & handling of hazardous chemicals (As per threshold planning quantity indicated in column 3 of schedule 2 & 3 of MSIHC Rules 1989 amended 2000) | - | All projects | General Condition shall apply |
| 7 | | Physical Infrastructure including Environmental Services | | |
| 7(a) | Air ports | [v] "All projects including airstrips, which are for commercial use." | - | [v] "Note: Air strips, which do not involve bunkering/ refueling facility and or Air Traffic Control, are exempted." |
| 7(b) | All ship breaking yards including ship breaking units | All projects | - | - |
| 7© | Industrial estates/ parks/ complexes/ areas, export processing Zones (EPZs), Special Economic Zones (SEZs), Biotech Parks, Leather Complexes. | If at least one industry in the proposed industrial estate falls under the Category A, entire industrial area shall be treated as Category A, irrespective of the area.<br><br>Industrial estates with area greater than 500 ha. and housing at least one Category B industry. | Industrial estates housing at least one Category B industry and area <500 ha.<br><br>Industrial estates of area> 500 ha. and not housing any industry belonging to Category A or B. | [v] "Genral as well as special conditions shall apply.<br><br>Note:<br>1. Industrial Estate of area below 500 ha. and not housing any industry of Category 'A' or 'B' does not require clearance.<br>2. If the area is less than 500 ha. but contains building and construction projects > 20,000 Sq. mts. And or development area more than 50 ha it will be treated as activity listed at serial no. 8(a) or 8(b) in the Schedule, as the case may be." |
| 7(d) | Common hazardous waste treatment, storage and disposal facilities (TSDFs) | All integrated facilities having incineration &landfill or incineration alone | All facilities having land fill only | General Condition shall apply |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

| (1) | (2) | (3) | (4) | (5) |
|---|---|---|---|---|
| 7(e) | V "Ports, harbours, break waters, dredging." | ≥ 5 million TPA of cargo handling capacity (excluding fishing harbours) | < 5 million TPA of cargo handling capacity and/or ports/ harbours ≥10,000 TPA of fish handling capacity | V "General Condition shall apply.<br>Note:<br>1. Capital dredging inside and outside the ports or harbors and channels are included;<br>2. Maintenance dredging is exempt provided it formed part of the original proposal for which Environment Management Plan (EMP) was prepared and environmental clearance obtained." |
| 7(f) | Highways | i) New National High ways; and<br>ii) Expansion of National High ways greater than 30 KM, involving additional right of way greater than 20m involving land acquisition and passing through more than one State. | V " i) All State Highway Project; and<br>ii) State Highway expansion projects in hilly terrain (above 1,000 m AMSL) and or ecologically sensitive areas." | General Condition shall apply.<br>Note:<br>Highways include expressways." |
| 7(g) | Aerial ropeways | V(xvi)(a) "(i) All projects located at altitude of 1,000 mtr. And above.<br>(ii) All projects located in notified ecologically sensitive areas." | V(xvi)(b) "All projects except those covered in column (3)." | General Condition shall apply |
| 7(h) | Common Effluent Treatment Plants (CETPs) | | All projects | General Condition shall apply |
| 7(i) | Common Municipal Solid Waste Management Facility (CMSWMF) | | All projects | General Condition shall apply |
| 8 | | Building /Construction projects/Area Development projects and Townships | | |
| 8(a) | Building and Construction projects | | ≥20000 sq.mtrs and <1,50,000 sq.mtrs. of built-up area# | #(built up area for covered construction; in the case of facilities open to the sky, it will be the activity area) |
| 8(b) | Townships and Area Development projects. | | Covering an area ≥ 50 ha and or built up area ≥1,50,000 sq .mtrs ++ | ++All projects under Item 8(b) shall be appraised as Category B1 |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

**Note:-**

V(xvii) **"General Condition (GC):**
Any project or activity specified in Category 'B' will be treated as Category A, if located in whole or in part within 10 km from the boundary of: (i) Protected Areas notified under the Wild Life (Protection) Act, 1972, (ii) Critically Polluted areas as identified by the Central Pollution Control Board from time to time, (iii) Eco-sensitive areas as notified under section 3 of the Environment (Protection) Act, 1986, such as, Mahabaleshwar Panchgani, Matheran, Pachmarhi, Dahanu, Doon Valley, and (iv) inter-State boundaries and international boundaries:

Provided that the requirement regarding distance of 10 km of the inter-State boundaries can be reduced or completely done away with by an agreement between the respective States or U.Ts sharing the common boundary in case the activity does not fall within 10 kilometres of the areas mentioned at item (i), (ii) and (iii) above."

**Specific Condition (SC):**
If any Industrial Estate/Complex / Export processing Zones /Special Economic Zones/Biotech Parks / Leather Complex with homogeneous type of industries such as Items 4(d), 4(f), 5(e), 5(f), or those Industrial estates with pre –defined set of activities (not necessarily homogeneous, obtains prior environmental clearance, individual industries including proposed industrial housing within such estates /complexes will not be required to take prior environmental clearance, so long as the Terms and Conditions for the industrial estate/complex are complied with (Such estates/complexes must have a clearly identified management with the legal responsibility of ensuring adherence to the Terms and Conditions of prior environmental clearance, who may be held responsible for violation of the same throughout the life of the complex/estate).

**[No. J-11013/56/2004-IA-II (I)]**
**(R.CHANDRAMOHAN)**
**JOINT SECRETARY TO THE GOVERNMENT OF INDIA**

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**I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII** of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

## APPENDIX I

**(See paragraph – 6)**

**FORM 1**

VI(a) **"(I) Basic Information**

| Serial Number | Item | Details |
|---|---|---|
| 1. | Name of the project/s | |
| 2. | S. No. in schedule | |
| 3. | Proposed capacity/area/length/tonnage to be handled/command area/lease area/number of wells to be drilled | |
| 4. | New/Expansion/Modernization | |
| 5. | Existing Capacity/Area etc. | |
| 6. | Category of Project i.e. 'A' or 'B' | |
| 7. | Does it attract the general condition? If' Yes, please specify. | |
| 8. | Does it attract the specific condition? If' Yes, please specify. | |
| 9. | Location | |
| | Plot/Survey/Khasra No. | |
| | Village | |
| | Tehsil | |
| | District | |
| | State | |
| 10. | Nearest railway station/airport along with distance in kms. | |
| 11. | Nearest Town, city, District Headquarters along with distance in kms. | |
| 12. | Village Panchayats, Zilla Parishad, Municipal Corporation, Local body (complete postal addresses with telephone nos. to be given) | |
| 13. | Name of the applicant | |
| 14. | Registered Address | |
| 15. | Address for correspondence: | |
| | Name | |
| | Designation (Owner/Partner/CEO) | |
| | Address | |
| | Pin Code | |
| | E-mail | |
| | Telephone No. | |
| | Fax No. | |
| 16 | Details of Alternative Sites examined, if any. Location of these sites should be shown on a topo sheet. | Village-District-State<br>1.<br>2.<br>3. |
| 17. | Interlinked Projects | |
| 18 | Whether separate application of interlinked project has been submitted? | |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

| | | |
|---|---|---|
| 19. | If yes, date of submission | |
| 20. | If no, reason | |
| 21. | Whether the proposal involves approval/ clearance under: If yes, details of the same and their status to be given.<br>(a) The Forest (Conservation) Act, 1980 ?<br>(b) The Wildlife (Protection) Act, 1972 ?<br>(c) The C.R.Z. Notification, 1991 ? | |
| 22. | Whether there is any Government Order/Policy relevant/ relating to the site ? | |
| 23. | Forest land involved (hectares) | |
| 24. | Whether there is any litigation pending against the project and/or land in which the project is propose to be set up ?<br>(a) Name of the Court.<br>(b) Case No.<br>(c) Orders/directions of the Court, if any and its relevance with the proposed project. | |

**(II) Activity**

**1. Construction, operation or decommissioning of the Project involving actions, which will cause physical changes in the locality (topography, land use, changes in water bodies, etc.)**

| S.No. | Information/Checklist confirmation | Yes/No | Details thereof (with approximate quantities /rates, wherever possible) with source of information data |
|---|---|---|---|
| 1.1 | Permanent or temporary change in land use, land cover or topography including increase in intensity of land use (with respect to local land use plan) | | |
| 1.2 | Clearance of existing land, vegetation and buildings? | | |
| 1.3 | Creation of new land uses? | | |
| 1.4 | Pre-construction investigations e.g. bore houses, soil testing? | | |
| 1.5 | Construction works? | | |
| 1.6 | Demolition works? | | |
| 1.7 | Temporary sites used for construction works or housing of construction workers? | | |
| 1.8 | Above ground buildings, structures or earthworks including linear structures, cut And fill or excavations | | |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

| | | | |
|---|---|---|---|
| 1.9 | Underground works including mining or tunneling? | | |
| 1.10 | Reclamation works? | | |
| 1.11 | Dredging? | | |
| 1.12 | Offshore structures? | | |
| 1.13 | Production and manufacturing processes? | | |
| 1.14 | Facilities for storage of goods or materials? | | |
| 1.15 | Facilities for treatment or disposal of solid waste or liquid effluents? | | |
| 1.16 | Facilities for long term housing of operational workers? | | |
| 1.17 | New road, rail or sea traffic during construction or operation? | | |
| 1.18 | New road, rail, air waterborne or other transport infrastructure including new or altered routes and stations, ports, airports etc? | | |
| 1.19 | Closure or diversion of existing transport routes or infrastructure leading to changes in traffic movements? | | |
| 1.20 | New or diverted transmission lines or pipelines? | | |
| 1.21 | Impoundment, damming, culverting, realignment or other changes to the ydrology of watercourses or aquifers? | | |
| 1.22 | Stream crossings? | | |
| 1.23 | Abstraction or transfers of water form ground or surface waters? | | |
| 1.24 | Changes in water bodies or the land surface affecting drainage or run-off? | | |
| 1.25 | Transport of personnel or materials for construction, operation or decommissioning? | | |
| 1.26 | Long-term dismantling or decommissioning or restoration works? | | |
| 1.27 | Ongoing activity during decommissioning which could have an impact on the environment? | | |
| 1.28 | Influx of people to an area in either temporarily or permanently? | | |
| 1.29 | Introduction of alien species? | | |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

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| | | | |
|---|---|---|---|
| 1.30 | Loss of native species or genetic diversity? | | |
| 1.31 | Any other actions? | | |

**2. Use of Natural resources for construction or operation of the Project (such as land, water, materials or energy, especially any resources which are non-renewable or in short supply):**

| S.No. | Information/Checklist confirmation | Yes/No | Details thereof (with approximate quantities /rates, wherever possible) with source of information data |
|---|---|---|---|
| 2.1 | Land especially undeveloped or agricultural land (ha) | | |
| 2.2 | Water (expected source & competing users) unit: KLD | | |
| 2.3 | Minerals (MT) | | |
| 2.4 | Construction material – stone, aggregates, sand / soil (expected source – MT) | | |
| 2.5 | Forests and timber (source – MT) | | |
| 2.6 | Energy including electricity and fuels (source, competing users) Unit: fuel (MT), energy (MW) | | |
| 2.7 | Any other natural resources (use appropriate standard units) | | |

**3. Use, storage, transport, handling or production of substances or materials, which could be harmful to human health or the environment or raise concerns about actual or perceived risks to human health.**

| S.No. | Information/Checklist confirmation | Yes/No | Details thereof (with approximate quantities /rates, wherever possible) with source of information data |
|---|---|---|---|
| 3.1 | Use of substances or materials, which are hazardous (as per MSIHC rules) to human health or the environment (flora, fauna, and water supplies) | | |
| 3.2 | Changes in occurrence of disease or affect disease vectors (e.g. insect or water borne diseases) | | |
| 3.3 | Affect the welfare of people e.g. by changing living conditions? | | |
| 3.4 | Vulnerable groups of people who could be affected by the project e.g. hospital patients, children, the elderly etc., | | |
| 3.5 | Any other causes | | |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

**4. Production of solid wastes during construction or operation or decommissioning (MT/month)**

| S.No. | Information/Checklist confirmation | Yes/No | Details thereof (with approximate quantities/rates, wherever possible) with source of information data |
|---|---|---|---|
| 4.1 | Spoil, overburden or mine wastes | | |
| 4.2 | Municipal waste (domestic and or commercial wastes) | | |
| 4.3 | Hazardous wastes (as per Hazardous Waste Management Rules) | | |
| 4.4 | Other industrial process wastes | | |
| 4.5 | Surplus product | | |
| 4.6 | Sewage sludge or other sludge from effluent treatment. | | |
| 4.7 | Construction or demolition wastes | | |
| 4.8 | Redundant machinery or equipment | | |
| 4.9 | Contaminated soils or other materials | | |
| 4.10 | Agricultural wastes | | |
| 4.11 | Other solid wastes | | |

**5. Release of pollutants or any hazardous, toxic or noxious substances to air (Kg/hr)**

| S.No. | Information/Checklist confirmation | Yes/No | Details thereof (with approximate quantities/rates, wherever possible) with source of information data |
|---|---|---|---|
| 5.1 | Emissions from combustion of fossil fuels from stationary or mobile sources. | | |
| 5.2 | Emissions from production processes | | |
| 5.3 | Emissions from materials handling including storage or transport | | |
| 5.4 | Emissions from construction activities including plant and equipment | | |
| 5.5 | Dust or odours from handling of materials including construction materials, sewage and waste | | |

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**I, II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII** of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O. 1533(E) dated 14.09.2006

| | | | |
|---|---|---|---|
| 5.6 | Emissions from incineration of waste | | |
| 5.7 | Emissions from burning of waste in open air (e.g. slash materials, construction debris) | | |
| 5.8 | Emissions from any other sources | | |

**6. Generation of Noise and Vibration, and Emissions of Light and Heat:**

| S.No. | Information/Checklist confirmation | Yes/No | Details thereof (with approximate quantities/rates, wherever possible) with source of information data |
|---|---|---|---|
| 6.1 | From operation of equipment e.g. engines, ventilation plant, crushers | | |
| 6.2 | From industrial or similar processes | | |
| 6.3 | From construction or demolition | | |
| 6.4 | From blasting or piling | | |
| 6.5 | From construction or operational traffic | | |
| 6.6 | From lighting or cooling systems | | |
| 6.7 | From any other sources | | |

**7. Risks of contamination of land or water from releases of pollutants into the ground or into sewers, surface waters, groundwater, coastal waters or the sea:**

| S.No. | Information/Checklist confirmation | Yes/No | Details thereof (with approximate quantities/rates, wherever possible) with source of information data |
|---|---|---|---|
| 7.1 | From handling, storage, use or spillage of hazardous materials | | |
| 7.2 | From discharge of sewage or other effluents to water or the land (expected mode and place of discharge) | | |
| 7.3 | By deposition of pollutants emitted to air into the land or into water | | |
| 7.4 | From any other sources | | |
| 7.5 | Is there a risk of long term build up of pollutants in the environment from these sources? | | |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Subsection (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

**8. Risk of accidents during construction or operation of the Project, which could affect human health or the environment**

| S.No. | Information/Checklist confirmation | Yes/No | Details thereof (with approximate quantities/rates, wherever possible) with source of information data |
|---|---|---|---|
| 8.1 | From explosions, spillages, fires etc from storage, handling, use or production of hazardous substances | | |
| 8.2 | From any other causes | | |
| 8.3 | Could the project be affected by natural disasters causing environmental damage (e.g. floods, earthquakes, landslides, cloudburst etc)? | | |

**9. Factors which should be considered (such as consequential development) which could lead to environmental effects or the potential for cumulative impacts with other existing or planned activities in the locality**

| S.No. | Information/Checklist confirmation | Yes/No | Details thereof (with approximate quantities/rates, wherever possible) with source of information data |
|---|---|---|---|
| 9.1 | Lead to development of supporting. lities, ancillary development or development stimulated by the project which could have impact on the environment e.g.:<br>• Supporting infrastructure (roads, power supply, waste or waste water treatment, etc.)<br>• housing development<br>• extractive industries<br>• supply industries<br>• other | | |
| 9.2 | Lead to after-use of the site, which could have an impact on the environment | | |
| 9.3 | Set a precedent for later developments | | |
| 9.4 | Have cumulative effects due to proximity to other existing or planned projects with similar effects | | |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

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NOTARY
RANCHI
Reg. No.
A/AB ...

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**(III) Environmental Sensitivity**

| S.No. | Areas | Name/ Identity | Aerial distance (within 15 km.) Proposed project location boundary |
|---|---|---|---|
| 1 | Areas protected under international conventions, national or local legislation for their ecological, landscape, cultural or other related value | | |
| 2 | Areas which are important or sensitive for ecological reasons - Wetlands, watercourses or other water bodies, coastal zone, biospheres, mountains, forests | | |
| 3 | Areas used by protected, important or sensitive species of flora or fauna for breeding, esting, foraging, resting, over wintering, migration | | |
| 4 | Inland, coastal, marine or underground waters | | |
| 5 | State, National boundaries | | |
| 6 | Routes or facilities used by the public for access to recreation or other tourist, pilgrim areas | | |
| 7 | Defence installations | | |
| 8 | Densely populated or built-up area | | |
| 9 | Areas occupied by sensitive man-made land uses *(hospitals, schools, places of worship, community facilities)* | | |
| 10 | Areas containing important, high quality or scarce Resources *(ground water resources, surface resources, forestry, agriculture, fisheries, tourism, minerals)* | | |
| 11 | Areas already subjected to pollution or environmental damage. *(those where existing legal environmental standards are exceeded)* | | |
| 12 | Areas susceptible to natural hazard which could cause the project to present environmental Problems (*earthquakes, subsidence, landslides, erosion, Flooding or extreme or adverse climatic conditions*) | | |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O. 1533(E) dated 14.09.2006

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**(IV). Proposed Terms of Reference for EIA studies**

VI(b) "I hereby given undertaking that the data and information given in the application and enclosures are true to the best of my knowledge and belief and I am aware that if any part of the data and information submitted is found to be false or misleading at any stage, the project will be rejected and clearance give, if any to the project will be revoked at our risk and cost."

Date: _____

Place: _____

Signature of the applicant
With Name and Full Address
(Project Proponent/Authorised Signatory)

NOTE:

1. The projects involving clearance under Coastal Regulation Zone Notification, 1991 shall submit with the application a C.R.Z. map duly demarcated by one of the authorized agencies, showing the project activities, w.r.t. C.R.Z. (at the stage of TOR) and the recommendations of the State Coastal Zone Management Authority (at the stage of EC). Sinmultaneous action shall also be taken to obtain the requisite clearance under the provisions of the C.R.Z. Notification, 1991 for the activities to be located in the CRZ.
2. The projects to be located within 10 km of the National Prks, Sancturies, Biosphere Reserves, Migratory Corridors of Wile Animals, the project proponenet shall submit the map duly authenticated by Chief Wildlife Warden showing these features vis-à-vis the project location and the recommendations or comments of the Chief Wildlife Warden thereon (at the stage of EC)."
3. All correspondence with the Ministry of Environment & Forests including aubmission of application for TOR/Environmental Clearance, subsequent clarifications, as may be required from time to time, participation in the EAC Meeting on behalf of the project proponent shall be made by the authorized signatory only. The authorized signatory should also submit a document in support of his claim of being and authorized signatory for the specific project."

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

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**APPENDIX II**
**(See paragraph 6)**

**FORM-1 A (only for construction projects listed under item 8 of the Schedule)**

**CHECK LIST OF ENVIRONMENTAL IMPACTS**

**(Project proponents are required to provide full information and wherever necessary attach explanatory notes with the Form and submit along with proposed environmental management plan & monitoring programme)**

## 1. LAND ENVIRONMENT

**(Attach panoramic view of the project site and the vicinity)**

1.1. Will the existing landuse get significantly altered from the project that is not consistent with the surroundings? (Proposed landuse must conform to the approved Master Plan / Development Plan of the area. Change of landuse if any and the statutory approval from the competent authority be submitted). Attach Maps of (i) site location, (ii) surrounding features of the proposed site (within 500 meters) and (iii) the site (indicating levels & contours) to appropriate scales. If not available attach only conceptual plans.

1.2. List out all the major project requirements in terms of the land area, built up area, water consumption, power requirement, connectivity, community facilities, parking needs etc.

1.3. What are the likely impacts of the proposed activity on the existing facilities adjacent to the proposed site? (Such as open spaces, community facilities, details of the existing landuse, disturbance to the local ecology).

1.4. Will there be any significant land disturbance resulting in erosion, subsidence & instability? (Details of soil type, slope analysis, vulnerability to subsidence, seismicity etc may be given).

1.5. Will the proposal involve alteration of natural drainage systems? (Give details on a contour map showing the natural drainage near the proposed project site)

1.6. What are the quantities of earthwork involved in the construction activity-cutting, filling, reclamation etc. (Give details of the quantities of earthwork involved, transport of fill materials from outside the site etc.)

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

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1.7. Give details regarding water supply, waste handling etc during the construction period.

1.8. Will the low lying areas & wetlands get altered? (Provide details of how low lying and wetlands are getting modified from the proposed activity)

1.9. Whether construction debris & waste during construction cause health hazard? (Give quantities of various types of wastes generated during construction including the construction labour and the means of disposal)

## 2. WATER ENVIRONMENT

2.1. Give the total quantity of water requirement for the proposed project with the breakup of requirements for various uses. How will the water requirement met? State the sources & quantities and furnish a water balance statement.

2.2. What is the capacity (dependable flow or yield) of the proposed source of water?

2.3. What is the quality of water required, in case, the supply is not from a municipal source? (Provide physical, chemical, biological characteristics with class of water quality)

2.4. How much of the water requirement can be met from the recycling of treated wastewater? (Give the details of quantities, sources and usage)

2.5. Will there be diversion of water from other users? (Please assess the impacts of the project on other existing uses and quantities of consumption)

2.6. What is the incremental pollution load from wastewater generated from the proposed activity? (Give details of the quantities and composition of wastewater generated from the proposed activity)

2.7. Give details of the water requirements met from water harvesting? Furnish details of the facilities created.

2.8. What would be the impact of the land use changes occurring due to the proposed project on the runoff characteristics (quantitative as well as qualitative) of the area in the post construction phase on a long term basis? Would it aggravate the problems of flooding or water logging in any way?

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

2.9. What are the impacts of the proposal on the ground water? (Will there be tapping of ground water; give the details of ground water table, recharging capacity, and approvals obtained from competent authority, if any)

2.10. What precautions/measures are taken to prevent the run-off from construction activities polluting land & aquifers? (Give details of quantities and the measures taken to avoid the adverse impacts)

2.11. How is the storm water from within the site managed?(State the provisions made to avoid flooding of the area, details of the drainage facilities provided along with a site layout indication contour levels)

2.12. Will the deployment of construction labourers particularly in the peak period lead to unsanitary conditions around the project site (Justify with proper explanation)

2.13. What on-site facilities are provided for the collection, treatment & safe disposal of sewage? (Give details of the quantities of wastewater generation, treatment capacities with technology & facilities for recycling and disposal)

2.14. Give details of dual plumbing system if treated waste used is used for flushing of toilets or any other use.

## 3. VEGETATION

3.1. Is there any threat of the project to the biodiversity? (Give a description of the local ecosystem with it's unique features, if any)

3.2. Will the construction involve extensive clearing or modification of vegetation? (Provide a detailed account of the trees & vegetation affected by the project)

3.3. What are the measures proposed to be taken to minimize the likely impacts on important site features (Give details of proposal for tree plantation, landscaping, creation of water bodies etc along with a layout plan to an appropriate scale)

## 4. FAUNA

4.1. Is there likely to be any displacement of fauna- both terrestrial and aquatic or creation of barriers for their movement? Provide the details.

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

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4.2. Any direct or indirect impacts on the avifauna of the area? Provide details.

4.3. Prescribe measures such as corridors, fish ladders etc to mitigate adverse impacts on fauna

## 5. AIR ENVIRONMENT

5.1. Will the project increase atmospheric concentration of gases & result in heat islands? (Give details of background air quality levels with predicted values based on dispersion models taking into account the increased traffic generation as a result of the proposed constructions)

5.2. What are the impacts on generation of dust, smoke, odorous fumes or other hazardous gases? Give details in relation to all the meteorological parameters.

5.3. Will the proposal create shortage of parking space for vehicles? Furnish details of the present level of transport infrastructure and measures proposed for improvement including the traffic management at the entry & exit to the project site.

5.4. Provide details of the movement patterns with internal roads, bicycle tracks, pedestrian pathways, footpaths etc., with areas under each category.

5.5. Will there be significant increase in traffic noise & vibrations? Give details of the sources and the measures proposed for mitigation of the above.

5.6. What will be the impact of DG sets & other equipment on noise levels & vibration in & ambient air quality around the project site? Provide details.

## 6. AESTHETICS

6.1. Will the proposed constructions in any way result in the obstruction of a view, scenic amenity or landscapes? Are these considerations taken into account by the proponents?

6.2. Will there be any adverse impacts from new constructions on the existing structures? What are the considerations taken into account?

6.3. Whether there are any local considerations of urban form & urban design influencing the design criteria? They may be explicitly spelt out.

6.4. Are there any anthropological or archaeological sites or artefacts nearby? State if any other significant features in the vicinity of the proposed site have been considered.

## 7. SOCIO-ECONOMIC ASPECTS

7.1. Will the proposal result in any changes to the demographic structure of local population? Provide the details.

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**I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII** of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

7.2. Give details of the existing social infrastructure around the proposed project.

7.3. Will the project cause adverse effects on local communities, disturbance to sacred sites or other cultural values? What are the safeguards proposed?

## 8. BUILDING MATERIALS

8.1. May involve the use of building materials with high-embodied energy. Are the construction materials produced with energy efficient processes? (Give details of energy conservation measures in the selection of building materials and their energy efficiency)

8.2. Transport and handling of materials during construction may result in pollution, noise & public nuisance. What measures are taken to minimize the impacts?

8.3. Are recycled materials used in roads and structures? State the extent of savings achieved?

8.4. Give details of the methods of collection, segregation & disposal of the garbage generated during the operation phases of the project.

## 9. ENERGY CONSERVATION

9.1. Give details of the power requirements, source of supply, backup source etc. What is the energy consumption assumed per square foot of built-up area? How have you tried to minimize energy consumption?

9.2. What type of, and capacity of, power back-up to you plan to provide?

9.3. What are the characteristics of the glass you plan to use? Provide specifications of its characteristics related to both short wave and long wave radiation?

9.4. What passive solar architectural features are being used in the building? Illustrate the applications made in the proposed project.

9.5. Does the layout of streets & buildings maximise the potential for solar energy devices? Have you considered the use of street lighting, emergency lighting and solar hot water systems for use in the building complex? Substantiate with details.

9.6. Is shading effectively used to reduce cooling/heating loads? What principles have been used to maximize the shading of Walls on the East and the West and the Roof? How much energy saving has been effected?

9.7. Do the structures use energy-efficient space conditioning, lighting and mechanical systems? Provide technical details. Provide details of the transformers and motor efficiencies, lighting intensity and air-conditioning load assumptions? Are you using CFC and HCFC free chillers? Provide specifications.

9.8. What are the likely effects of the building activity in altering the micro-climates? Provide a self assessment on the likely impacts of the proposed construction on

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

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creation of heat island & inversion effects?

9.9. What are the thermal characteristics of the building envelope? (a) roof; (b) external walls; and (c) fenestration? Give details of the material used and the U-values or the R values of the individual components.

9.10. What precautions & safety measures are proposed against fire hazards? Furnish details of emergency plans.

9.11. If you are using glass as wall material provides details and specifications including emissivity and thermal characteristics.

9.12. What is the rate of air infiltration into the building? Provide details of how you are mitigating the effects of infiltration.

9.13. To what extent the non-conventional energy technologies are utilised in the overall energy consumption? Provide details of the renewable energy technologies used.

## 10. Environment Management Plan

The Environment Management Plan would consist of all mitigation measures for each item wise activity to be undertaken during the construction, operation and the entire life cycle to minimize adverse environmental impacts as a result of the activities of the project. It would also delineate the environmental monitoring plan for compliance of various environmental regulations. It will state the steps to be taken in case of emergency such as accidents at the site including fire.

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

## APPENDIX III

**(See paragraph 7**

**GENERIC STRUCTURE OF ENVIRONMENTAL IMPACT ASSESSENT DOCUMENT**

| S.NO | EIA STRUCTURE | CONTENTS |
|---|---|---|
| | | |
| 1. | Introduction | • Purpose of the report<br><br>• Identification of project & project proponent<br><br>• Brief description of nature, size, location of the project and its importance to the country, region<br><br>• Scope of the study – details of regulatory scoping carried out (As per Terms of Reference) |
| 2. | Project Description | • Condensed description of those aspects of the project (based on project feasibility study), likely to cause environmental effects. Details should be provided to give clear picture of the following:<br><br>• Type of project<br><br>• Need for the project<br><br>• Location (maps showing general location, specific location, project boundary & project site layout)<br><br>• Size or magnitude of operation (incl. Associated activities required by or for the project<br><br>• Proposed schedule for approval and implementation<br><br>• Technology and process description<br><br>• Project description. Including drawings showing project layout, components of project etc. Schematic representations of the feasibility drawings which give information important for EIA purpose<br><br>• Description of mitigation measures incorporated into the project to meet environmental standards, environmental operating conditions, or other EIA requirements (as required by the scope)<br><br>• Assessment of New & untested technology for the risk of technological failure |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

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| 3. | Description of the Environment | • Study area, period, components & methodology<br>• Establishment of baseline for valued environmental components, as identified in the scope<br>• Base maps of all environmental components |
| 4. | Anticipated Environmental Impacts & Mitigation Measures | • Details of Investigated Environmental impacts due to project location, possible accidents, project design, project construction, regular operations, final decommissioning or rehabilitation of a completed project<br>• Measures for minimizing and / or offsetting adverse impacts identified<br>• Irreversible and Irretrievable commitments of environmental components<br>• Assessment of significance of impacts (Criteria for determining significance, Assigning significance)<br>• Mitigation measures |
| 5. | Analysis of Alternatives (Technology & Site) | • In case, the scoping exercise results in need for alternatives:<br>• Description of each alternative<br>• Summary of adverse impacts of each alternative<br>• Mitigation measures proposed for each alternative and<br>• Selection of alternative |
| 6. | Environmental Monitoring Program | • Technical aspects of monitoring the effectiveness of mitigation measures (incl. Measurement methodologies, frequency, location, data analysis, reporting schedules, emergency procedures, detailed budget & procurement schedules) |
| 7. | Additional Studies | • Public Consultation<br>• Risk assessment<br>• Social Impact Assessment. R&R Action Plans |
| 8. | Project Benefits | • Improvements in the physical infrastructure<br>• Improvements in the social infrastructure |

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

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|---|---|---|
| | | • Employment potential –skilled; semi-skilled and unskilled<br>• Other tangible benefits |
| 9. | Environmental Cost Benefit Analysis | If recommended at the Scoping stage |
| 10. | EMP | • Description of the administrative aspects of ensuring that mitigative measures are implemented and their effectiveness monitored, after approval of the EIA |
| 11 | Summary & Conclusion (This will constitute the summary of the EIA Report ) | • Overall justification for implementation of the project<br>• Explanation of how, adverse effects have been mitigated |
| 12. | Disclosure of Consultants engaged | • The names of the Consultants engaged with their brief resume and nature of Consultancy rendered |

**APPENDIX III A**

**(See paragraph 7)**

**CONTENTS OF SUMMARY ENVIRONMENTAL IMPACT ASSESSMENT**

The Summary EIA shall be a summary of the full EIA Report condensed to ten A-4 size pages at the maximum. It should necessarily cover in brief the following Chapters of the full EIA Report: -

1. Project Description
2. Description of the Environment
3. Anticipated Environmental impacts and mitigation measures
4. Environmental Monitoring Programme
5. Additional Studies
6. Project Benefits
7. Environment Management Plan

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

## APPENDIX IV

**(See paragraph 7)**

### PROCEDURE FOR CONDUCT OF PUBLIC HEARING

1.0 The Public Hearing shall be arranged in a systematic, time bound and transparent manner ensuring widest possible public participation at the project site(s) or in its close proximity District -wise, by the concerned State Pollution Control Board (SPCB) or the Union Territory Pollution Control Committee (UTPCC).

2. 0 **The Process:**

2.1 The Applicant shall make a request through a simple letter to the Member Secretary of the SPCB or Union Territory Pollution Control Committee, in whose jurisdiction the project is located, to arrange the public hearing within the prescribed statutory period. In case the project site is covering more than one District or State or Union Territory, the public hearing is mandated in each District, State or Union Territory in which the project is located and the applicant shall make separate requests to each concerned SPCB or UTPCC for holding the public hearing as per this procedure.

2.2 The Applicant shall enclose with the letter of request, at least 10 hard copies and an equivalent number of soft (electronic) copies of the draft EIA Report with the generic structure given in Appendix III including the Summary Environment Impact Assessment report in English and in the official languageof the state/local language, prepared strictly in accordance with the Terms of
Reference communicated after Scoping (Stage-2). Simultaneously the applicant shall arrange to forward copies, one hard and one soft, of the above draft EIA Report along with the Summary EIA report to the following authorities or offices, within whose jurisdiction the project will be located:

(a) District Magistrate/District collector/Deputy commissioner/s
(b) Zila Parishad or Municipal Corporation or Panchayats Union
(c) District Industries Office
(d) Urban Local Bodies (ULBs) / PRIs Concerned / Development authorities.
(d) Concerned Regional Office of the Ministry of Environment and Forests

2.3 On receiving the draft Environmental Impact Assessment report, the abovementioned authorities except the Regional Office of MoEF, shall arrange to widely publicize it within their respective jurisdictions requesting the interested persons to send their comments to the concerned regulatory authorities. They shall also make available the draft EIA Report for inspection electronically or otherwise to the public during normal office hours till the Public Hearing is over.

2.4 The SPCB or UTPCC concerned shall also make similar arrangements for giving publicity about the project within the State/Union Territory and make available the Summary of the draft Environmental Impact Assessment report (Appendix III A) for

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**I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII** of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

inspection in select offices or public libraries or any other suitable location etc. They shall also additionally make available a copy of the draft Environmental Impact Assessment report to the above five authorities/offices as given in para 2.2.

**3.0 Notice of Public Hearing**:

3.1 The Member-Secretary of the concerned SPCB or UTPCC shall finalize the date, time and exact venue for the conduct of public hearing within 7(seven) days of the date of receipt of the draft Environmental Impact Assessment report from the project proponent, and advertise the same in one major National Daily and one Regional vernacular Daily / Official State Language. A minimum notice period of 30(thirty) days shall be provided to the public for furnishing their responses;

3.2 The advertisement shall also inform the public about the places or offices where the public could access the draft Environmental Impact Assessment report and the Summary Environmental Impact Assessment report before the public hearing. In places where the newspapers do not reach, the Competent Authority should arrange to inform the local public about the public hearing by other means such as by way of beating of drums as well as advertisement / announcement on radio / television.

3.3 No postponement of the date, time, venue of the public hearing shall be undertaken, unless some untoward emergency situation occurs and then only on the recommendation of the concerned District Magistrate/District collector/Deputy Commissioner, the postponement shall be notified to the public through the same National and Regional vernacular dailies and also prominently displayed at all the identified offices by the concerned SPCB or Union Territory Pollution Control Committee;

3.4 In the above exceptional circumstances, fresh date, time and venue for the public consultation shall be decided by the Member – Secretary of the concerned SPCB or UTPCC only in consultation with the District Magistrate/District collector/Deputy Commissioner and notified afresh as per procedure under 3.1 above.

**4.0 Supervision and Presiding over the Hearing:**

4.1 The District Magistrate/District collector/Deputy Commissioner or his or her representative not below the rank of an Additional District Magistrate assisted by a representative of SPCB or UTPCC, shall Supervise and preside over the entire public hearing process.

**5.0 Videography**

5.1 The SPCB or UTPCC shall arrange to video film the entire proceedings. A copy of the videotape or a CD shall be enclosed with the public hearing proceedings while Forwarding it to the Regulatory Authority concerned.

**6.0 Proceedings**

6.1 The attendance of all those who are present at the venue shall be noted and annexed with the final proceedings.

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a) (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O. 1533(E) dated 14.09.2006

6.2 There shall be no quorum required for attendance for starting the proceedings.

6.3 A representative of the applicant shall initiate the proceedings with a presentation on the project and the Summary EIA report.

6.4 Persons present at the venue shall be granted the opportunity to seek information or clarifications on the project from the Applicant. The summary of the public hearing proceedings accurately reflecting all the views and concerns expressed shall be recorded by the representative of the SPCB or UTPCC and read over to the audience at the end of the proceedings explaining the contents in the local/vernacular language and the agreed minutes shall be signed by the District Magistrate/District collector/Deputy Commissioner or his or her representative on the same day and forwarded to the SPCB/UTPCC concerned.

6.5 A Statement of the issues raised by the public and the comments of the Applicant shall also be prepared in the local language or the Official State language, as the case may be, and in English and annexed to the proceedings:

6.6 The proceedings of the public hearing shall be conspicuously displayed at the office of the Panchyats within whose jurisdiction the project is located, office of the concerned Zila Parishad, District Magistrate/District collector/Deputy Commissioner, and the SPCB or UTPCC . The SPCB or
UTPCC shall also display the proceedings on its website for general information. Comments, if any, on the proceedings which may be sent directly to the concerned regulatory authorities and the applicant concerned.

7.0 **Time period for completion of public hearing**

7.1 The public hearing shall be completed within a period of 45 (forty five) days from date of receipt of the request letter from the Applicant. Thereafter the SPCB or UTPCC concerned shall sent the public hearing proceedings to the concerned regulatory authority within 8(eight) days of the completion of the public hearing.Simultaneously, a copy will also be provided to the project proponent.The applicant may also directly forward a copy of the approved public hearing proceedings to the regulatory authority concerned along with the final Environmental Impact Assessment report or supplementary report to the draft EIA report prepared after the public hearing and public consultations incorporating the concerns expressed in the public hearing along with action plan and financial allocation, item-wise, to address those concerns.".

7.2 If the SPCB or UTPCC fails to hold the public hearing within the stipulated 45(forty five) days, the Central Government in Ministry of Environment and Forests for Category 'A' project or activity and the State Government or Union Territory Administration for Category 'B' project or activity at the request of the SEIAA, shall engage any other agency or authority to complete the process, as per procedure laid down in this notification.

**APPENDIX –V**

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

(See paragraph 7)

## PROCEDURE PRESCRIBED FOR APPRAISAL

1. The applicant shall apply to the concerned regulatory authority through a simple communication enclosing the following documents where public consultations are mandatory:

- Final Environment Impact Assessment Report [20(twenty) hard copies and 1 (one) soft copy)]
- A copy of the video tape or CD of the public hearing proceedings
- A copy of final layout plan (20 copies)
- A copy of the project feasibility report (1 copy)

2. The Final EIA Report and the other relevant documents submitted by the applicant shall be scrutinized in office within 30 days from the date of its receipt by the concerned Regulatory Authority strictly with reference to the TOR and the inadequacies noted shall be communicated electronically or otherwise in a single set to the Members of the EAC /SEAC enclosing a copy each of the Final EIA Report including the public hearing proceedings and other public responses received along with a copy of Form -1or Form 1A and scheduled date of the EAC /SEAC meeting for considering the proposal.

3. Where a public consultation is not mandatory, the appraisal shall be made on the basis of the prescribed application Form 1 and EIA report, in the case of all projects and activities other than Item 8 of the Schedule. In the case of Item 8 of the Schedule, considering its unique project cycle, the EAC or SEAC concerned shall appraise all Category B projects or activities on the basis of Form 1, Form 1A and the conceptual plan and make recommendations on the project regarding grant of environmental clearance or otherwise and also stipulate the conditions for environmental clearance."

4. Every application shall be placed before the EAC/SEAC and its appraisal completed within 60 days of its receipt with requisite documents / details in the prescribed manner.

5. The applicant shall be informed at least 15 (fifteen) days prior to the scheduled date of the EAC /SEAC meeting for considering the project proposal.

6. The minutes of the EAC /SEAC meeting shall be finalised within 5 working days of the meeting and displayed on the website of the concerned regulatory authority. In case the project or activity is recommended for grant of EC, then the minutes shall clearly list out the specific environmental safeguards and conditions. In case the recommendations are for rejection, the reasons for the same shall also be explicitly stated.

**Note:** The principal rules were published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii) vide notification number S.O. 1533 (E), dated 14th September, 2006 and amended vide S.O. 1737 (E), dated the 11th October, 2007.

## APPENDIX VI

(See paragraph 5)

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

**COMPOSITION OF THE SECTOR/ PROJECT SPECIFIC EXPERT APPRAISAL COMMITTEE (EAC) FOR CATEGORY A PROJECTS AND THE STATE/UT LEVEL EXPERT APPRAISAL COMMITTEES (SEACs) FOR CATEGORY B PROJECTS TO BE CONSTITUTED BY THE CENTRAL GOVERNMENT `**

1. The Expert Appraisal Committees (EAC(s) and the State/UT Level Expert Appraisal Committees (SEACs) shall consist of only professionals and experts fulfilling the following eligibility criteria:

**Professional:** The person should have at least (i) 5 years of formal University training in the concerned discipline leading to a MA/MSc Degree, or (ii) in case of Engineering /Technology/Architecture disciplines, 4 years formal training in a professional training course together with prescribed practical training in the field leading to a B.Tech/B.E./B.Arch. Degree, or (iii) Other professional degree (e.g. Law) involving a total of 5 years of formal University training and prescribed practical training, or (iv) Prescribed apprenticeship/article ship and pass examinations conducted by the concerned professional association (e.g. Chartered Accountancy ),or (v) a University degree , followed by 2 years of formal training in a University or Service Academy (e.g. MBA/IAS/IFS). In selecting the individual professionals, experience gained by them in their respective fields will be taken note of.

**Expert:** A professional fulfilling the above eligibility criteria with at least 15 years of relevant experience in the field, or with an advanced degree (e.g. Ph.D.) in a concerned field and at least 10 years of relevant experience.

**Age:** Below 70 years. However, in the event of the non-availability of /paucity of experts in a given field, the maximum age of a member of the Expert Appraisal Committee may be allowed up to 75 years

2. The Members of the EAC shall be Experts with the requisite expertise and experience in the following fields /disciplines. In the event that persons fulfilling the criteria of "Experts" are not available, Professionals in the same field with sufficient experience may be considered:

- **Environment Quality Experts**: Experts in measurement/monitoring, analysis and interpretation of data in relation to environmental quality

- **Sectoral Experts in Project Management**: Experts in Project Management or Management of Process/Operations/Facilities in the relevant sectors.

- **Environmental Impact Assessment Process Experts**: Experts in conducting and carrying out Environmental Impact Assessments (EIAs) and preparation of Environmental Management Plans (EMPs) and other Management plans and who have wide expertise and knowledge of predictive techniques and tools used in the EIA process

- **Risk Assessment Experts**

- **Life Science Experts in floral and faunal management**

- **Forestry and Wildlife Experts**

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I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

- **Environmental Economics Expert with experience in project appraisal**

3. The Membership of the EAC shall not exceed 15 (fifteen) regular Members. However the Chairperson may co-opt an expert as a Member in a relevant field for a particular meeting of the Committee.

4. The Chairperson shall be an outstanding and experienced environmental policy expert or expert in management or public administration with wide experience in the relevant development sector.

5. The Chairperson shall nominate one of the Members as the Vice Chairperson who shall
preside over the EAC in the absence of the Chairman /Chairperson.

6. A representative of the Ministry of Environment and Forests shall assist the Committee as its Secretary.

7. The maximum tenure of a Member, including Chairperson, shall be for 2 (two) terms of 3 (three) years each.

8. The Chairman / Members may not be removed prior to expiry of the tenure without cause and proper enquiry.

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MITHILESH NARAYAN
NOTARY
Reg.
A/AE

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**I; II; III (i), (ii); IV (a), (b); V (i), (ii), (iii)(a), (b), (c), (iv), (v), (vi) (a), (b), (vii), (viii) (a), (b), (ix), (x), (xi), (xii) (a), (b) , (xiii), (xiv) (a), (b), (xv) (a), (b), (xvi) (a), (b), (xvii); VI (a), (b); VII & VIII** of the Notification, S.O. 3067(E) dated 01.12.2009 of the Ministry of Environment and Forests, (Published in the Gazette of India, Extraordinary, Part-II, and Section 3, Sub-section (ii), No. 2002] New Delhi, Tuesday, November 1, 2009; an amendment to EC notification S.O.1533(E) dated 14.09.2006

# TAX INVOICE

*(TRIPLICATE FOR SUPPLIER)*

(SUPPLY MEANT FOR EXPORT/SUPPLY TO SEZ UNIT OR SEZ DEVELOPER FOR AUTHORISED OPERATIONS UNDER BOND OR LETTER OF UNDERTAKING WITHOUT PAYMENT OF IGST)

237

IRN : b80eb06d3d478ff399f7d542e03d9c1a9153c698e2e8b334d43-8ce0ebf631e54
Ack No. : 142312959075846
Ack Date : 26-Jun-23

**Supplier**
**BIHAR FOUNDRY & CASTINGS LTD**
Division: Gautam Ferro Alloys
Survey Plot No 1405, RIADA
Industrial Area Road, Marar
Dist- Ramgarh, Jharkhand -829117
R.O- Shanti Niwas, Main Road, Ranchi, Jharkhand
GSTIN/UIN: 20AABCB1852D1ZI
State Name : Jharkhand, Code : 20
E-Mail : bfclgfa@gmail.com

Consignee - (Ship To)
**MILLION LINK (CHINA) INVESTMENT LTD.**
Room 3508, 35/F, Bank of America Tower, 12 Harcourt Road, Hongkong

Buyer - (Bill To)
**MILLION LINK (CHINA) INVESTMENT LTD.**
Room 3508, 35/F, Bank of America Tower, 12 Harcourt Road, Hongkong
Place of Supply :

| | |
|---|---|
| Invoice No. **GFA/23-24/1360** | Dated **26-Jun-23** |
| Delivery Note | Mode/Terms of Payment |
| Reference No. & Date. **GFA/SO/23-24/232 dt. 26-Jun-23** | Other References |
| Buyer's Order No. **BFCL/EXP/22-23/011** | Dated **13-Sep-22** |
| Dispatch Doc No. | Delivery Note Date |
| Dispatched through **VIZAG PORT** | Destination **APAPA, NIGERIA** |
| Country: **Hong Kong** | |

Terms of Delivery
**UP TO VIZAG PORT**
**COUNTRY OF ORIGIN INDIA**
**EXPORT UNDER LUT BOND UNDER FOB BASIS**
**PORT OF LOADING : VIZAG PORT**
**GOODS SHIP TO APAPA, NIGERIA**
**AS PER BUYER INSTRUCTION**

| Sl No. | Description of Goods | HSN/SAC | GST Rate | Quantity | Rate | per | Amount |
|---|---|---|---|---|---|---|---|
| 1 | **FERRO SILICO MANGANESE**<br>*FERRO SILICO MANGANESE* | 72023000 | 0 % | **37.000 MT** | 83,532.01<br>**( FOR )** | MT | **30,90,684.37** |
| | *Less :* ***Round Off*** | | | | | | **(-)0.37** |
| | Total | | | **37.000 MT** | | | **₹ 30,90,684.00** |

E. & O.E

Amount Chargeable (in words)
**INR Thirty Lakh Ninety Thousand Six Hundred Eighty Four Only**

| HSN/SAC | Taxable Value | Integrated Tax Rate | Integrated Tax Amount | Total Tax Amount |
|---|---|---|---|---|
| 72023000 | 30,90,684.37 | 0% | | |
| Total | **30,90,684.37** | | | |

Tax Amount (in words) : **NIL**
**Note :- Frieght to be paid by Supplier.**
Company's PAN/ IEC Code : **AABCB1852D**

Declaration
Cretified that the particulars given above are true & correct & represent the price actually charged & there is no additional consideration directly or indirectly from the buyer.

for BIHAR FOUNDRY & CASTINGS LTD
Bihar Foundry & Castings Ltd. Marar Ramgarh
Authorised Signatory

SUBJECT TO ONLY RANCHI JURISDICTION

This is a Computer Generated Invoice

MITHILESH NARAYAN SINGH NOTARY RANCHI Reg. No. A/AB 22/89

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# IN THE COURT OF CHIEF JUDICIAL MAGISTRATE

## RAMGARH.

## COMPLAINT CASE NO. 45 /2023

**Name & Address of complainant :**

Shri Ashok Kumar Yadav, S/o- Lt. Ramji Yadav, Regional Officer (Incharge), Jharkhand State Pollution Control Board having its Regional Office at Near P.T.C. Chowk, Hazaribag and Head Office at Nagar Prashashan Bhawan, HEC, Dhurwa, Ranchi, State of Jharkhand.

----------Complainant.

**Versus**

**Name & Address of Accused :**

1. M/s Bihar foundry and casting Limited, Plot No. 1405, Ramgarh Industrial Area, Marar Village, Dist- Ramgarh, State of Jharkhand, Through-

2. Sri Gaurav Budhia, Director, Ramgarh Industrial Area, Marar Village, Dist- Ramgarh

3. Sri Hari Kishna Budhia, Managing Director, Ramgarh Industrial Area, Marar Village, Dist- Ramgarh

.....Accused.

**Date of occurrence :** The unit has constructed 5th Furnace i.e., New 1 x 9 MVA SAF & CLU converter is under construction without prior environmental clearance from the

MITHILESH NARAIN
NOTARY
RANCHI
Reg. No.-
A/AB 22/89
Ranchi (Jharkhand) India

(23)

Environment, Forest & Climate Change Department.
Govt. of India.

**Place of Occurrence:** Working place situated at Plot No. 1405, Ramgarh Industrial Area, Marar Village, Dist- Ramgarh, State of Jharkhand, within the jurisdiction of this learned court.

**Offence committed :** U/S 15 of the Environment (Protection) Act, 1986

**Cognizance:** U/S 19 of the Environment (Protection) Act, 1986

**Name of witness:** 1) Chandan Kumar Yadav
Assistant Scientific Officer, Regional Office-cum-laboratory, Jharkhand State Pollution Control Board.

2) Faleshwar Kishku
Consulting Executive

Both are posted at Regional Office, J.S.P.C.B. Near P.T.C. Chowk, Hazaribagh, State of Jharkhand.

Draft

NOTARY
RANCHI
NAB 22/89

(240)

**The complainant above named begs to state as follows :**

1. That, the accused M/s Bihar foundry and casting Limited, Plot No. 1405, Ramgarh Industrial Area, Marar Village, Dist- Ramgarh, State of Jharkhand, represented through Sri Gaurav Budhia, Director had obtained Environmental Clearance from Ministry of Environment, Forest & Climate Change, (I.A. Division) Govt. of India, New Delhi, vide Ref No. J-11011/384/2010-IA.II(I) dated 31/10/2011 for existing unit.

**A copy of the letter. No J-11011/384/2010-IA.II(I) dated 31/10/2011 is enclosed as Annexure.(A).**

2. That, the accused M/s Bihar foundry and casting Limited, Plot No. 1405, Ramgarh Industrial Area, Marar Village, Dist- Ramgarh, State of Jharkhand, represented through Sri Gaurav Budhia, Director had obtained No Objection Certificate (NOC) / Consent to Establish (CTE) from Jharkhand State Pollution Control Board, Ranchi vide:

(i) T-551, Dated- 24.02.2000 for 26 TPD,

(ii) 2577 , Dated-20.05.2009 for 30 TPD &

(iii) D-1510(N), Dated. 21.05.2014 lor 40 TPD at the proposed site as per Environmental Clearance granted to the unit for production of Ferro Alloy (2X5 MVA) = 26 TPD (Silico/Manganese); Ferro Alloys (7.5 MVA)= 30 TPD (Silico/Manganese); Ferro Alloys (9 MVAx1)= 40 TPD (Ferro Silico/Ferro Manganese) ; Total= 96 TPD.

**A copy of the NOCs are enclosed as annexure (B)-series.**

Draft

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Regd. No.-
A/AB 22/99

(241)

3. That, the accused M/s Bihar foundry and casting Limited, Plot No. 1405, Ramgarh Industrial Area, Marar Village, Dist- Ramgarh, State of Jharkhand, represented through Sri Gaurav Budhia, Director had earlier been issued ToR from Ministry of Environment, Forest & Climate Change, (I.A. Division) Govt. of India, New Delhi, dated 24/11/2020 vide File No. J-11011/384/2010-IAII(I) for expansion of the existing unit for manufacturing of Ferro Alloys SiMn / FeMn based on Sub Merged Arc (SAF) technology.

**A copy of the ToR vide File No. J-11011/384/2010-IAII(I), dated 24/11/2020 is enclosed as annexure. (C)**

4. That, the accused M/S Bihar Foundry & Castings Limited located at Plot No. 1405, Ramgarh Industrial Area, Village Marar, District Ramgarh, Jharkhand submitted a proposal for seeking modification in ToR dated 24.11.2020 for appraisal of proposal under violation category as per the provisions contained in the MoEF&CC Standard Operating Procedures dated 07.07.2021 pertaining to consideration of violation cases as PP has reported that the company has constructed 5th Furnace i.e., New 1 x 9 MVA SAF & CLU converter is under construction without prior environmental clearance.

MITHILESH NARAYAN JHA NOTARY RANCHI

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5. That, the accused M/s Bihar foundry and casting Limited, Plot No. 1405, Ramgarh Industrial Area, Marar Village, Dist- Ramgarh, State of Jharkhand, represented through Sri Gaurav Budhia, Director had been issued ToR from Ministry of Environment, Forest & Climate Change, (I.A. Division) Govt. of India, New Delhi, on dated 19/12/2022 vide File No. IA-J-11011/384/2010-IA-II(IND-I) for "***Modification cum Expansion of Ferro Alloy Plant of existing 2x5 MVA SEAF's to 2x6 MVA SEAF, Modification of existing 1x7.5 MVA SEAF to 1x9 MVA SEAF, Existing 1x9.0 MVA SEAF, New 1x9 MVA SEAF & New 12MT per batch CLU Converter for refining liquid HC FeMn to MC/LC FeMn by M/s Bihar Foundry and Casting Limited, located at Plot No.0 1405, Ramgarh Industrial Area, Village Marar, District Ramgarh, Jharkhand – Consideration for Modification of TOR under SOP dated 07.07.2021 (Violation Case)***."

**A copy of the ToR vides File No. IA-J-11011/384/2010-IA-II(IND-I), dated 19/12/2022 is enclosed as annexure. (D).**

6. That, in the Terms of Reference (ToR) issued M/s Bihar foundry and casting Limited, Plot No. 1405, Ramgarh Industrial Area, Marar Village, Dist- Ramgarh, State of Jharkhand from Ministry of Environment, Forest & Climate Change, (I.A. Division) Govt. of India, New Delhi, on dated

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg. No.-
A/AB 22/99
Ranchi, Jharkhand

19/12/2022 vide File No. IA-J-11011/384/2010-IA-II(IND-I) the following is mentioned:

*14. After deliberations, the Committee recommended the project proposal for modification in TOR letter No. J-11011/384/2010-IAII(I) dated 24.11.2020 w.r.t. appraisal of proposal under violation category as per the provisions contained in the MoEF&CC Standard Operating Procedures dated 07/07/2021 pertaining to consideration of violation cases. All the terms and conditions stipulated in ToR letter no. J-11011/384/2010-IAII(I) dated 24.11.2020 shall remain the same with stipulation of the following specific conditions:*

*i. The State Government/SPCB shall take action against the project proponent under the provisions of the Environment (Protection) Act, 1986, and further no consent to operate to be issued till the project is granted EC."*

7. That, the Ministry of Environment, Forest & Climate Change, Govt. of India have issued letter vide F. No. IA-J-11011/384/2010-IA-II(IND-I). dated 19/12/2022 to the Additional Chief Secretary, Department of Forest, Environment and Climate Change, Government of Jharkhand Ranchi requesting State Government/SPCB to take the credible action against the Project Proponent u/s 19 of the E(P) Act, 1986, as per SOP dated 07.07.2021.

(244)

A copy of the letter no. F. No. IA-J-11011/384/2010-IA-II(IND-I), dated 19/12/2022is enclosed as annexure.(E).

8. That, the accused M/s Bihar foundry and casting Limited, Plot No. 1405, Ramgarh Industrial Area, Marar Village, Dist- Ramgarh, State of Jharkhand have requested the Jharkhand State Pollution Control Board to initiate action under Environment (Protection) Act, 1986 vide their letter bearing Ref no. 2022-23/317 dated 09/12/2022.

A copy of the unit's letter no. 2022-23/317 dated 09/12/2022 is enclosed as annexure.(F)

9. That, Jharkhand State Pollution Control Board, Ranchi vide letter no. _____, dated _____ have authorized the Regional Officer, Jharkhand State pollution Control Board, Hazaribagh to file case in the competent court of law against accused _____, Jharkhand and responsible persons due to violation of EIA Notification, 2006.

A copy of letter no. _____, dated _____ enclosed as annexure. (G).

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg. No.-
A/AB 22/89
Ranchi (Jha

BFCL

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Date: 12-09-2023

Ref: 2023-24/172

To
The Member Secretary
Jharkhand State Pollution Control Board (JSPCB)
Town Administrative Building, HEC, Dhurwa, Ranchi- 824004

**Sub: Regarding submission of Rs. 89.296 Lakhs towards penalty provisions as per SOP of MOEF&CC, O.M. dated 07.07.2021 to the JSPCB prior to the grant of EC as penalty for the violation activity in addition to Damage Assessment cost of our steel plant M/s Bihar Foundry & Castings Limited (Ferro Alloy Unit) located at Plot No 1405(P), Ramgarh Industrial Area, Marar Village, Ramgarh Tehsil & District, Jharkhand.**

Ref: **Letter issued by MoEF&CC vide no. J-11011/384/2010-IA-II(IND-I) dated 06-09-2023**

Respected Sir,

With reference to the above letter issued by MOEF&CC the cost of Penalty as per MoEF&CC's O.M. dated 07.07.2021 is detailed as below:

| Sr. No | Particulars | Value (Rs. In Lakhs) | 1% Penalty Cost (Rs. In Lakhs) |
|---|---|---|---|
| 1. | Cost of the construction of SAF | Rs. 18.178 | Rs. 18.178 |
| 2. | Cost of the construction of CLU convertor | Rs. 71.118 | Rs. 71.118 |
| | | **Total Cost of Penalty** | **89.296** |

In the light of the above we, are hereby enclosing Demand Draft bearing No. 023610 dated 12.09.2023 for **Rs.89.296 Lakhs** towards penalty provisions as per **SOP dated 07.07.2021** as penalty for the violation activity in addition to Damage Assessment cost.

**For BIHAR FOUNDRY & CASTINGS LIMITED (Ferro Alloy Unit)**

Gaurav Budhia

**GAURAV BUDHIA**
**DIRECTOR**

JHARKHAND STATE POLLUTION CONTROL BOARD RANCHI
12/09/2023

Encl:

1. Letter issued by MoEF&CC vide no. J-11011/384/2010-IA-II(IND-I) dated 06-09-2023
2. Demand Draft No. 023610 dated 12.09.2023 in favor of Member Secretary, Jharkhand State Pollution control Board, Ranchi.

**Bihar Foundry & Castings Limited**
Works :- Ramgarh Industrial Area, P.O.- Marar, Dist.- Ramgarh, Jharkhand - 829117.
Registered Office :- Main Road, Ranchi, Jharkhand - 834001.
CIN No :- U27100JH1971PLC000912 & GST No :- 20AABCB1852D1ZI
Landline :- 0651-2202699 Fax :- 0651- 2202799 Email :- bfclgfa@gmail.com

MITHILESH NARAYAN
NOTARY
RANCHI
Reg. No.-
A/AB 22/89

(24)

YES BANK

MAIL TO
THE MEMBER SECRETARY JHARKHAND STATE
POLLUTION CONTROL

NK LTD

PAYMENT DETAILS
THE MEMBER SECRETARY JHARKHAND STA

We enclose Demand Draft No. : 023610
dated 12-Sep-2023 for ₹ *89,29,600.00
as per the above payment details.

BY ORDER OF
BIHAR FOUNDRY AND CA

BANK REF 008013009302
PAYABLE AT RANCHI, JHARKHAND

*This is Computer Generated advice and does not require Signature*

YES BANK

**YES BANK LTD.**
YES BANK House,
Off Western Express Highway,
Santacruz East, Mumbai - 400055
Tel No.: 022 5091 9800/022 6507 9800
Fax No: 022 26192866

**DEMAND DRAFT**
VALID FOR THREE MONTHS FROM DATE OF ISSUE.

| 1 | 2 | 0 | 9 | 2 | 0 | 2 | 3 |
|---|---|---|---|---|---|---|---|
| D | D | M | M | Y | Y | Y | Y |

A/C. PAYEE / Non-Negotiable

008013009302

On Demand Pay THE MEMBER SECRETARY JHARKHAND STATE POLLUTION CONTROL BOARD or Order
को या उनके आदेश पर

Rupees EIGHTY NINE LAKH TWENTY NINE THOUSAND SIX HUNDRED
रुपये ONLY.** अदा करें ₹ **89,29,600.00*

Purchaser Name: BIHAR FOUNDRY AND CASTINGS LIMITED

For YES BANK LTD.

YES BANK LTD
RANCHI JHARKHAND
DRAWEE BANK AND BRANCH

YES BANK
RANCHI JHARKHAND
ISSUING BANK AND BRANCH

AUTHORISED SIGNATORY(IES)

⑈023610⑈ 000532000⑆ 16

MITHILESH NARAYAN JHA
NOTARY
RANCHI
Reg. No.-
A/AB 22/89
Ranchi (Jharkhand) India