

BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA

O.A.NO. 91 OF 2024/E2

In the matter of:

Soubhagya Ranjan & Ors.

...Applicants

-Versus

State of Odisha and Ors.

...Respondents

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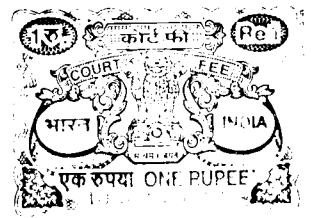
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Cuttack

By the Respondent No.5 through

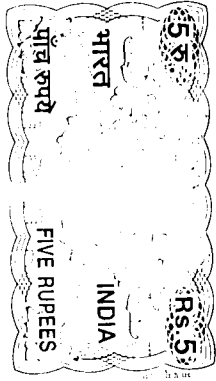


Date: 7/12/2024 ADVOCATE



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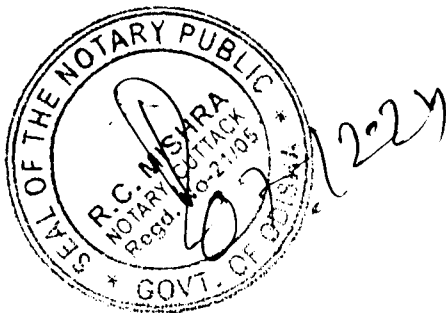
PRELIMINARY REPLY ON BEHALF OF
RESPONDENT NO.5

I, Sachin Kumar Sahoo, aged about 32 years, S/o Nirmal Chandra Sahoo, At: Lenka Sahi, Byadharpur, Nayabazar, Cuttack, Orissa: 753004, do hereby, solemnly affirm and states as follows:

1. That I am the Respondent No. 5 arraigned in the Original Application, and competent to swear the affidavit.
2. That I have gone through the contents of the Original Application and having understood the same, filed the present affidavit.

Sachin Kumar Sahoo

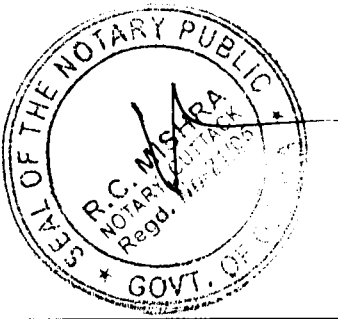
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3. That a short affidavit is being filed by the Respondent No.5 at this stage and craves liberty to file detailed counter affidavit as and when the same is required.
4. That it is respectfully submitted that this Respondent No. 5 denies each and every averment/assertion/contention/allegation made by the Petitioner unless any of the same is admitted specifically hereinafter.
5. That the Respondent No. 5 further, submits that no averment/assertion/contention/allegation made and raised by the applicant under any circumstance be deemed to have been admitted on the ground of non-traverse.
6. That the captioned Original Application is filed with the aforestated prayer/relief is not maintainable and is liable to be dismissed. It is humbly submitted that the averments made in the petition are distortion of facts and based unfounded materials on record, which cannot be gone into and placed reliance upon for the purposes of adjudicating the subject matter of the dispute.
7. That at the outset, the Original Application is not maintainable both in facts and law. The Original Application is liable to be dismissed on the ground of lack of competent jurisdiction.

Sachin Kumar Sahoo

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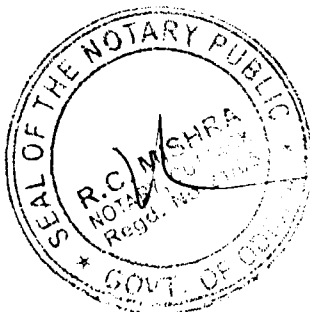


8. That it is important to narrate a brief history that would enable this Hon'ble Tribunal to adjudicate the dispute involved herein effectively.
9. That the Respondent No. 5 is a contractor who is engaged in projects related to the quarrying of mines and minerals. In the year 2021, he applied for a quarry lease for a period of 5 years concerning Birupa River Sand, Bhatimunda situated over Plot No.1116, Khata No.441(AAA), Area Ac.12.34 dec. Kissam: Nadi. Upon receipt of the application, the Tahasildar and Executive Magistrate was pleased to issue a letter of intimation dated 25/03/2021 therein informing Respondent No. 5 has been provisionally selected as the successful bidder for quarry lease.

Copy of the Intimation Letter dated 25/03/2021 is annexed herewith as ANNEXURE - R5/1

10. That since Tahasildar was in possession of the Environmental Clearance with respect to the concerned land, he had sought for transfer of the same in favour of Respondent No. 5. Accordingly, State Level Environment Impact Assessment Authority Odisha, Bhubaneswar vide its Letter dated 22/02/2022 had allowed the transfer and granted Environmental Clearance in favour of Respondent No. 5 in an ad-hoc

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Jashin Kumar Sahoo

manner for a period of one year and is liable to be revoked after one year i.e. 31/12/2022 if satisfactory replenishment study report is not submitted.

Copy of the Letter dated 22/02/2022 is annexed herewith as ANNEXURE – R5/2.

11. That after due statutory compliance, a Lease Deed dated 10/05/2022 was executed between the Tahasildar, Tangi – Choudwar, and Respondent No. 5 for a period of 5 years.

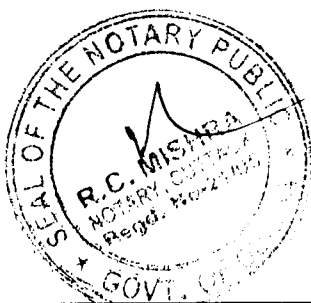
Copy of the Lease Deed dated 10/05/2022 is annexed herewith as ANNEXURE – R5/3.

12. That accordingly, he undertook quarrying of sands from the concerned land, following which Respondent No. 5 was directed to deposit an amount of Rs. 67,32,657/- for payment of various heads such as royalty, additional charges, dead rent, and surface rent. Petitioner had duly deposited the requisite amount, under which Tahasildar had issued a No Due Certificate vide Letter No. 7610 Dated 27/12/2023 stating that the dues towards Birupa River Sand, Bhatimunda have been cleared upto the end of the financial year 2022 – 2023 till 31/03/2023.

Copy of the No Due Certificate is annexed herewith as ANNEXURE – R5/4.

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Sachin Kumar Sahoo



13. That first-year lease had expired on 10/05/2023 and from that day onwards, Respondent No.5 couldn't undertake quarrying. Furthermore, the Environment Clearance had already been revoked in the meantime for which he couldn't operate the lease.

14. That however, in the meantime, Respondent had applied for Environmental Clearance, and the same was subsequently issued by SEIA vide Letter dated 10/01/2024. However, since the agreement for the second year wasn't executed, operations couldn't continue.

Copy of the Letter dated 10/01/2024 is annexed herewith as ANNEXURE – R5/5.

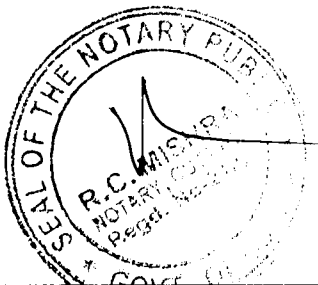
15. That while things stood thus, Respondent No.5 received a notice dated 18/03/2024 issued by Deputy Director of Mines, Cuttack Circle towards payment of annual royalty in the concerned land stating therein that to continue the execution of the lease deed, Respondent No.5 shall have to pay the Rs.59,93,004.50/- for payments under heads i.e. Additional Charge, Surface Rent and Dead Rent.

Copy of the notice dated 18/03/2024 is annexed herewith as ANNEXURE – R5/6.

16. That upon receipt of such notice, Respondent No.5 was utterly shocked in as much as no execution has been performed for the said period. Being aggrieved,

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Jashin Kumar Sahoo

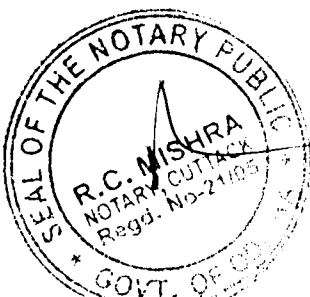


Respondent had approached the authorities not to demand such payment for the period wherein no operations took place, but all in vain. Being aggrieved, Respondent No.5 had approached the Hon'ble High Court vide W.P.(C) No.12919 of 2024 which was disposed of as withdrawn with a liberty to approach a competent forum for appeal. Pursuant thereto, Respondent No.5 had filed an appeal before competent authority but the same hasn't been admitted yet. At the same time, he approached Hon'ble High Court vide W.P.(C) No.23951 of 2024 seeking direction to consider the Respondent's representation, and the same is pending adjudication.

A copy of the appeal memo is annexed herewith as ANNEXURE – R5/7.

17. That on a bare perusal of aforesaid circumstances, it is conspicuous that Respondent No.5 had only operated on the Birupa River Sand, Bhatimunda situated over Plot No.1116, Khata No.441(AAA), Area Ac.12.34 dec. Kissam: Nadi for the period of one year. Due to the revocation of Environmental Clearance, Respondent No.5 had stopped all the quarrying-related activities, and as such the allegation of Application of conducting illegal quarrying over the concerned land holds no ground.

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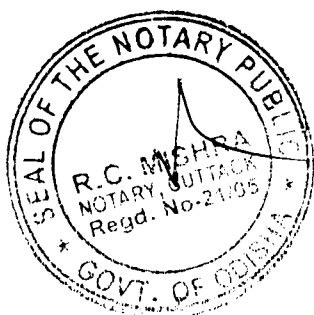
Pradip Kumar Dahoo

18. That if the complaint is perused briefly, it could be gathered that Applicant has necessarily challenged the alleged illegal quarrying over the concerned land without making any specific averment on the violation of environmental conditions. The said allegations are not maintainable under the purview of Section 14 of the NGT Act in as much as there exist statutory bodies to deal with such allegations. The State Department of Mines and Geology is the competent authority who is empowered to deal with issues pertaining to illegal mining under the Mines and Minerals (Development and Regulation) Act.

19. That furthermore, the Joint Verification Report also pointed out that the sand quarry was not in operational condition for long and no sand transporting vehicles were found at the alleged site. The alleged quarry lease area was partly filled with river water and vegetation growth and was observed in patches on rest portion.

20. That furthermore, Respondent No.5 had acted in conformity with the provisions of the Environment Protection Act 1986 and restrained from conducting any such operations before renewal and issuance of Environmental Clearance. Therefore no fault can be attributed to him.

21. That Respondent No.5 reserves the right to submit further at the time of the hearing.



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R.C. Mishra

Environmental Clearance. Therefore no fault can be attributed to him.

22. That Respondent No.5 reserves the right to submit further at the time of the hearing.

23. That the Respondent No.5 reserved the right to file further affidavit if necessary for effective adjudication of the case.

VERIFICATION

I, Sachin Kumar Sahoo, aged about 32 years, S/o Nirmal Chandra Sahoo, At: Lenka Sahi, Byadharpur, Nayabazar, Cuttack, Orissa: 753004, do hereby solemnly verify that I am Respondent No.5 in the original application and the facts stated are true to the best of my knowledge and belief and I sign this verification on the 07/12/2024 in presence of my advocate.

Sachin Kumar Sahoo

VERIFICANT

AFFIDAVIT

I, Sachin Kumar Sahoo, aged about 32 years, S/o Nirmal Chandra Sahoo, At: Lenka Sahi, Byadharpur, Nayabazar, Cuttack, Orissa: 753004, do hereby solemnly affirm and state as follows:

1. That being Respondent No.5, I am competent to swear this affidavit.
2. That, the facts stated above are true to the best of my knowledge and belief.

Identified By

ht

Advocate

Cuttack

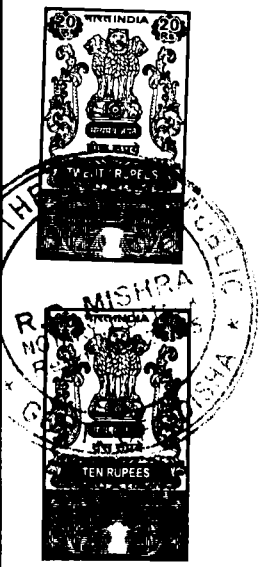
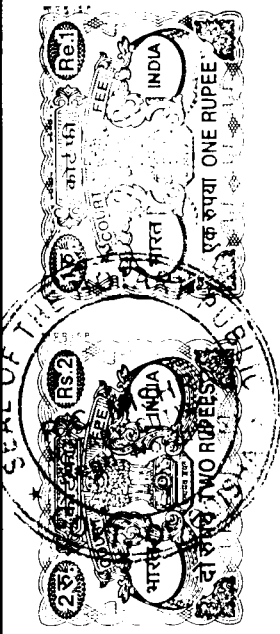
Date: 7/12/2024

Sachin Kumar Sahoo

Deponent

solemnly affirm on in Oath by the Deponent at Cuttack on 07/12/24 being indentified by *S. K. Mishra* Advocate/Adv's Clerk/S.O., AG's office/Notary personally, that the facts stated above are true to the best of his/her knowledge.

**RAMA CHANDRAMISHRA, NOTARY
CUTTACK TOWN, P.O. CUTTACK**



FORM - F
Intimation to Successful Bidder
[See rule 10(11), 16(9), 27(6)]

Letter No.....2713..... Dated..25/3/21

From

Sri Ajaya Kumar Mallik, OAS
Tahasildar & Executive Magistrate.

To

Sri Sachin Kumar Sahoo
S/o-Nirmala Kumar Sahoo
At-Naranapur.Ps-Baranga, Dist-Cuttack

Sub: Intimation to successful bidder.
Sir/Madam,

This is to intimate that you have been provisionally selected as the successful bidder for the prospecting license -cum- mining lease /mining lease/ quarry lease (strike off the lease not intended for) described below, namely:-Birupa River Sand Bhatimunda, In Mouza-Bhatimunda, Khata No-441.Plot No-1116, Kisam Nadi, Area Ac.12.34dec.(MGQ 5400 CuM) based on your application for the said lease. The amount of additional charge bid by you and accepted is Rs.2800.00 (Rupees Two Thousand eight hundred) only per cubic meter.

The mining plan for the said lease has been obtained and the Environment clearance for the said lease has not been obtained. The tentative selection is subject to the provisions of the OMMC Rules, 2016 and to the terms and conditions annexed with this letter.

You are directed to convey your acceptance to the terms and conditions and to deposit an amount of Rs.3817975.00 (Rupees Thirty eight lakhs seventeen thousand nine hundred seventy five)only after deduct of the DD submitted by you as prescribed under OMMC Rules -2016 27(7) & (9) towards EMD. Proof or deposit of the aforesaid amount along with acceptance should reach the undersigned within fifteen days of the date of issue of this letter failing which this intimation shall stand automatically revoked without any further notice and the earnest money shall stand forfeited.

Further you are directed to submit an affidavit duly executed before the Executive Magistrate to the effect that this solvency certificate submitted for this source has not been used in any other sairat sources throughout the state.

You are also directed to execute deed in respect of the prospecting license -cum-mining lease/mining lease/quarry lease(strike-off whichever is not applicable) for the aforesaid area within the period specified in sub-rule (1) of rule 43 of the Odisha Minor Mineral Concession Rules, 2016.

Your's faithfully

Tahasildar, Tangi-Choudwar
(Competent Authority)

Memo No...2714.....dtd..25/3/21..

Copy submitted to Collector and District Magistrate, Cuttack for kind information and necessary action.

Memo No...2715.....dtd..25/3/21..

Tahasildar, Tangi-Choudwar

Copy submitted to Sub-Collector and Sub-Divisional Cuttack for kind information and necessary action.

Tahasildar, Tangi-Choudwar



10
Annexure-R5/2

Annexure-5

**STATE LEVEL ENVIRONMENT IMPACT ASSESSMENT AUTHORITY
ODISHA, BHUBANESWAR**

(Constituted under the EP Act, 1986 and EIA Notification, 2006 by the MoEF & CC, Govt. of India)
SRF-2/1, Unit-IX, Bhubaneswar-751022. Tel: 0674-2541029, E-mail-seiaaorissa@gmail.com

Letter No 4038/SEIAA

DI 22.02.2022

File No. SIA/OR/MIN/255215/2022

To

Sri Sachin Kumar Sahoo
S/o-Nirmal Kumar Sahoo
At-Naranpur, PS-Baranga,
Dist-Cuttack

Sub: Proposal for Transfer of Environmental Clearance of Bhatimunda Sand Quarry over an area of 12.34 Acres or 4.993 Ha. in village Bhatimunda under Tangi-Choudwar, Tahasil of Cuttack District from Tahasildar Tangi-Choudwar to Sri Sachin Kumar Sahoo (Successful Bidder) - reg.

Ref: (i) EC Letter No. 2409/SEIAA dated 31.08.2021.
(ii) Letter no. 8317 dated 16.11.2021 of Tahasildar.
(iii) Online proposal No. SIA/OR/MIN/255215/2022 dtd. 05.02.2022

Sir

Kindly refer your online application on dated 05.02.2022, where in you have requested for transfer of environmental clearance granted by SEIAA, Odisha vide Letter No. 2409/SEIAA dated 31.08.2021 issued earlier in favour of Tahasildar, Tangi-Choudwar, Cuttack.

As submitted by the Tahasildar, it is noted that EC was obtained for Bhatimunda Sand Bed for a period of 5 years in favour of Tahasildar, Tangi-Choudwar vide the above mentioned EC letter under reference. Now, the said sairat source will be leased out under the OMMC Rules, 2016 by Tahasildar to the successful bidder (lessee) for a lease period of 5 years. Hence, the Tahasildar has requested for transfer of EC in favour of Sri Sachin Kumar Sahoo, Successful Bidder under the provision of OMMC Rules, 2016 for operationalization of the sairat source.

The proposal was considered by the SEIAA in its meeting held on 11.02.2022 and the Authority decided that EC may be transferred in favour of Sri Sachin Kumar Sahoo as recommended by Tahasildar and the new Project Proponent has to submit the detailed compliance report on all EC conditions on quarterly basis.

Annexure-5

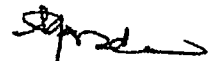
The SEIAA has no objection for transfer of environmental clearance accorded by SEIAA's Letter no. 2409/SEIAA dated 31.08.2021 in the name of Sri Sachin Kumar Sahoo with the same terms and conditions under which prior environmental clearance was initially granted and for the same validity period subject to satisfactory compliance to all the stipulated terms and conditions of EC.

The project proponent has to carry out by engaging appropriate consultant, a study of the annual replenishment rate of sand by collecting pre monsoon & post monsoon data from the field to know the quantum of volume of sand deposited/replenished & extracted in the mining lease area. The detailed comparison of both pre-monsoon and post-monsoon elevation data shall be included in the study report. The replenishment rate of sand may be calculated by using the volumetric survey method or any other methods as laid down in Enforcement & Monitoring Guidelines for Sand Mining, 2020 issued by the MoEF & CC, Govt. of India. The finding of the study shall be submitted to SEIAA to assess the rate of replenishment of mined out sand in the lease area. Pending carrying out of the study & submission of the report, this clearance is being granted in an adhoc manner and is liable to be revoked after one year i.e. after 31st December, 2022 if satisfactory replenishment study report is not submitted. The submission of study report of rate of annual replenishment of sand within one year is obligatory for the project proponent. The PP is allowed to extract provisionally 2000 cum of sand in the first year.

In case any change is proposed in the scope and limit of the project, the project proponent shall obtain fresh prior environmental clearance.



Yours faithfully,



Member Secretary

Memo No 4039/SEIAA /Dt. 22.02.2022.

Copy to

1. Joint Secretary (Environment), Ministry of Environment, Forests and Climate Change Govt. of India, Indira Paryavaran Bhavan, Jor Bagh Road, Aliganj, New Delhi-110003 for information.
2. Principal Secretary, Forests & Environment Dept., Government of Odisha for information.
3. Member Secretary, State Pollution Control Board, Odisha, Paribesh Bhawan, A/118, Nilakantha Nagar, Unit-8, Bhubaneswar for information.
4. Additional Principal Conservator of Forests, Regional Office (EZ), Ministry of Environment & Forests, A-31, Chandrasekharpur, Bhubaneswar for information.

ANNEXURE-R5/3

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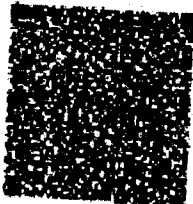
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INDIA NON JUDICIAL
Government of Odisha

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- Stamp Duty Amount (Rs.)

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 SACHIN KUMAR SAHOO
 Article 14-56 Lease Deed
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 GOVERNOR OF ODISHA R T TAHASILDAR TANGI CHOUDHAR
 SACHIN KUMAR SAHOO
 SACHIN KUMAR SAHOO
 4,73,500
 (Four Lakh Seventy Three Thousand Five Hundred only)



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LEASE DEED

Sachin Kumar Sahoo

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10-03-2022

[Signature]
Registering Officer
Jagatpur

Year Price
A511) 190314.00
A11111) 40.00
190354.00
190629.00

Lease Deed
Form-N

Form of Quarry Lease
(See rule 27(13))

THIS INDENTURE made on this date of 31st March 2022 between the GOVERNER OF ODISHA represented through Tahasildar Tangi Ghodwar (hereinafter called the "Lessor") of the one part

AND

Sachin Kumar Sahoo aged about 30 years S/o. Nirmal Charandra Sahoo of Vill. Bidyadhapur, P.O. Nambazar, P.S. Chauliganj - Dist. Cuttack. Aadhar No. 238196193 Mobile No. 9439656194 by Occupation - Business (hereinafter called the "lessee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, assignees) of the other part.

WHEREAS the lessee has applied to the Competent Authority concerned for a quarry lease for 5 years (minor mineral) in accordance with the provisions of the Odisha Minor Minerals Concession Rules, 2016 in respect of the lands described in Part I of the Schedule and has deposited a sum of Rs. 38,500/- as security for 1st year

Sairat Case No - 55/2020-21 -

Sairat Name - Birupa River Sand, Bhatimunda.

Period of Lease - One year from the date of execution.

1st year on MGO - 2000 Cubic meter Area Ac 12.34 dec

Sl No	Item	Amount in Rs	NER No
1	Royalty	70000.00	0478795 dtd 04.12.2021.
2	Additional Charges	5600000.00	
3	Dead Rent	52458.00	
4	Surface Rent	1799.00	
Total		5724257.00	

[Signature]
TAHASILDAR
TANGI GHODWAR

Sachin Kumar Sahoo

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

NOW THIS INDENTURE witnessed as follows:-

The lesser hereby demises to the lessee the land described in Part I of the Schedule hereunder written and delineated in the map hereunto annexed.

The said demises pieces of land shall be held by the lessee for a term of 5 years from the date on which this executed deed is registered under Indian Registration Act and Odisha Registration Manual, subject to the terms, covenants, conditions hereinafter provided.

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

The schedule above referred to

PART - I

Location and area of the lease

Land schedule:-

Mouza	Khata No	Plot No	Area in Aa	Kisaps
Bhatimunda	441 (AAA)	1116	12.32	Naft

- As per plan annexed and bounded
- On the North by - Plot No- 1116 (p)
- On the South by- Plot No- 1116 (p)
- On the East by- Plot No- 1116 (p)
- And on the West by - Plot No- 1116
- Hereinafter called as "said lands"

Sachin Kumar Saha

**TAHASILDAR
TANGI CHOUDWAR**



15

Endorsement of the certificate of admission

Admissible under rule 25 duly stamped under the Indian Stamp (Gross Amount) Schedule I-A No. 33(B) Fees Paid AS(c)-190354 .. User Charges-275 Total Levied

Date: 05/05/2022

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar Sub-Registrar JAGATPUR of 10:00 AM and 1:30 PM on the 05/05/2022 by SACHIN KUMAR SAHOO, NIRMAL CHANDRA SAHOO of AT- BIDYADHARPUR, PO- NUBAZAR, PS- CUTTACK, by date General, profession Business and finger prints affixed

Signature of Registrar

Terms & Conditions
The lease is subject to the conditions pertaining to lease
1. The lessee shall execute the
2. The lessee shall

Signature of Presenter / Date: 05/05/2022

Signature of Registrar

Endorsement under section 53

Execution is admitted by 1

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
TAHASILDAR ON BEHALF OF THE GOVERNOR OF ODISHA(GOVT)	Execution By TAHASILDAR ON BEHALF OF THE GOVERNOR OF ODISHA(GOVT) Who is Exempt from personal Appearance in this office U/S Sec Act XVI of 1908 approved by	Execution By TAHASILDAR ON BEHALF OF THE GOVERNOR OF ODISHA(GOVT) Who is Exempt from personal Appearance in this office U/S Sec Act XVI of 1908 approved by	Execution By TAHASILDAR ON BEHALF OF THE GOVERNOR OF ODISHA(GOVT) Who is Exempt from personal Appearance in this office U/S Sec Act XVI of 1908 approved by Signature of the executing officer	18-May-2022
SACHIN KUMAR SAHOO				

Identified by PREYAM JENA Son/Wife of TRILOCHAN JENA of AT- JYOTI BIHAR COLONY BIDANASI BIDANASI by profession Others

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
PREYAM JENA			Registering Officer 	05-May-2022

52
Signature of
for JAGATPUR, between
SAHOO, son/district
PS- CHAULIADAR

PART- II


Terms & Conditions of the lease

The lease is subject to the conditions laid down in rule 33 and also all other conditions pertaining to lease as provided in the Rules.

Conditions of quarry lease:-

1. The lessee shall pay to the State Government surface rent before the execution of the lease-deed for the remaining period of the year and thereafter pay such yearly rent on or before the 15th January of every year.
2. The lessee shall pay dead rent for the remaining period of the year before the execution of the lease deed and thereafter pay yearly dead rent on or before the 15th January of every year and an account of the royalty payable by him shall be kept by the Competent Authority and as soon as the royalty payable by him becomes equal to or in excess of the dead rent already paid by him, he shall remove the minor minerals only after payment of the royalty and in such cases advance dead rent paid by him shall be deemed to have merged into the amount of royalty he was liable to pay.
3. The lessee shall pay to the Government, compensation for all damages, injuries or disturbance which has been caused by him in the source of mining operation and shall indemnify the Government against all claims which may be made by third parties in respect of such damage, injury or disturbances.
4. The lessee shall quarrying operations within three months from the date of execution of the lease deed which shall be carried on in a proper, skilful and workman- like manner and the lessee shall send to the Director and Deputy Director or Mining Officer concerned, under whose jurisdiction the area is located and to the Director of Mines Safety, Bhubaneswar an intimation in Form- H of the opening or reopening of the quarry so as reach them within a period of fifteen days from the date of such commencement.
5. If the lessee does not work upon the quarry for a continuous period of six months, the lease shall be liable to be cancelled, unless prior permission has been granted by the Competent Authority for such stoppage on reasonable grounds:

Tangi Choudwar


TAHASILDAR
TANGI CHOUDWAR

Print Endorsement

17

Date: 05/05/2022

Endorsement of certificate of registration under

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

Book Number : 1 // Volume Number : 37

Document Number : 10432201843

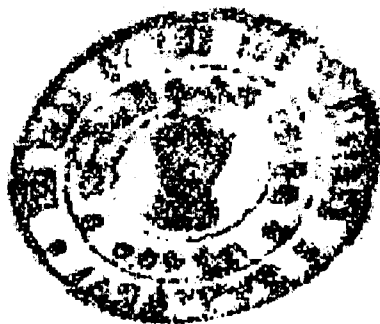
For the year : 2022

Seal :

Date: 18/08/2022

Signature

Print



Sub-Registrar
Jagatpur

Signature of Lessee

(34)

18

Provided that the Competent Authority may, on an application made by the lessee before it is cancelled and on being satisfied that it will not be possible for the lessee to undertake mining operations or to continue such operations for reasons beyond his control, make an order within a period of one month from the date of receiving such application and subject to such conditions as may be specified to the effect that such lease shall not be cancelled.

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

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

- 8. The lessee shall not carry on or allow to be carried on, any quarrying operation at any point within a distance of :-
 - g. One hundred meters from any Railway line (except under and in accordance with the written permission of the Railway Administration concerned) and in case of National Highway, State Highway, monuments, heritage sites, or any reservoir : except in accordance with the previous permission of the Collector.

Sachin Kumar Sharma

TAHASILDAR
TANGI CHAUDWAR

- h. Fifty meters from any tank, canal, road (other than a National or State Highway or other public works or buildings or inhabited sites), except under accordance with the previous permission of the Collector.
- 9. The Railway Administration or the Collector, as the case may be, may grant such permission as required under clause (a) of (b) of sub-rule(8) on such conditions as may be specified
- 10. The State or Central Government shall have right to construct any road, railway or canal or reservoir or to lay electric or telephone lines in or over the lands held under the lease:
 Provided that the lessee shall be given at least sixty days prior notice before the right is exercised and the area thus utilized shall be excluded from the area held under lease.
- 11. The lessee, with prior written permission of the Competent authority, can erect at his own cost, temporary structures including buildings required for the purpose of quarrying operation within the leased area, without violating any law or obstructing any natural flow, community access or without causing damage to any embankment or public property, which shall be dismantled by the lessee at his own cost on completion of the lease term or on determination of the lease. The competent authority can pass orders to dismantle such structures if found erected illegally or causing damage to public.
- 12. The lessee shall, at his own expense, erect and at all times maintain and keep in good condition boundary marks and pillars necessary to delineate the leased area.
- 13. The lessee shall obtain permission of the competent authorities of the Forest Department, Odisha to carry on any operation in forest area.
- 14. The lessee shall abide by the provisions of all laws for the time being in force, relating to the working of quarries and matters affecting the safety, health and convenience of the persons employed for quarrying and of the public and he shall also obey all existing laws of way, water and other easements and shall not use power cutters and other machinery in case of laterite quarries.

Jacob James Baker

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TAHASILDAR
TANGI CHOUDWAR

- 5. The lessee shall keep correct accounts of minor minerals other than specified minor minerals quarried and dispatched and shall furnish a quarterly return in Form- P and annual return in Form- K to the Competent Authority and the Director.
- 16. The lessee shall afford reasonable facilities for inspection of the quarries, accounts and records pertaining to quarrying operation, to the Competent Authority and Director or any other officer authorized by any of them and such officer may issue directions to prevent wasteful extraction of minerals and to ensure observance of the provisions of rules and specify the time limit not exceeding sixty days within which the directions shall be complied with.
- 17. If the lessee does not allow the inspecting officer reasonable facilities for inspection or fails to comply with the directions within the specified time limit, the Competent Authority may forfeit the whole or part of the security deposit paid by the lessee or impose penalty not exceeding rupees fifty thousand and may cancel the lease and forfeit the security deposit.
- 18. The lessee shall report about all accidents involving injury or loss of life or loss or damage to property forthwith to the concerned Competent Authority and Collector of the District.
- 19. If any Government dues payable under the lease deed remain unpaid for one month beyond the date fixed in the lease deed for such payment, the Competent Authority or any officer authorized by him may enter into the leased area and seize all or any of the minor minerals or other movable properties and may dispose of such seized minor minerals or properties towards sufficient satisfaction of the Government dues and all costs and expenses occasioned by the non-payment thereof and if any such government dues remain unpaid over two months beyond the date fixed in the lease agreement for such payment, the Competent Authority may determine the lease, and take possession of the leased area on re-entry without prejudice to such action as may be taken under the provision of the Odisha Demands Recovery Act, 1962 for recovery of such dues.
- 20. The Controlling Authority shall have the right to pro-emption at current market rates over all minor minerals extracted or collected by the lessee and shall be indemnified by the lessee against the claims of any third party in respect of such minerals.

Dated: 10/10/62


 TAHASILDAR
 TANGI CHAUDWAR

- 1. The lessee shall remove all minor minerals extracted before the end of the lease period or of its determination, if it is determined earlier, and all other materials and structures within such reasonable period not exceeding two months or as the Competent Authority may allow.
- 22. All minor minerals, materials, machineries, buildings and other structures, left in the leased area after the date-line fixed or time allowed by the Competent Authority shall be deemed to be the property of the Government and the Competent Authority may dispose of such property by public auction and the sale-proceeds shall be credited to Government account with the approval of Controlling Authority.
- 23. If any mineral other than minor mineral is found in the area in course of quarrying of minor minerals, the lessee shall intimate in writing the fact to the Competent Authority and the Director forthwith and the lease shall be determined without payment of any compensation to the lessee.
- 24. The lessee shall ensure proper maintenance of hull slopes so as to prevent major erosion and observe all such safeguards as provided in the Mines Act, 1952 and the rules and regulations framed there under from time to time.
- 25. The lessee shall carry out quarrying operation with appropriate environment safeguards and shall take such steps for reclamation and raising of plantations in the lease area in line with the prescriptions under rules 29 to 37 of the Granite Conservation and Development Rules, 1999.
- 26. The lessee shall keep the Government indemnified from any liability, compensation damage etc, arising out of his acts or omissions as a lessee during the subsistence of the lease.
- 27. No rejected/ off grade major mineral shall be removed on payment of royalty as minor mineral, under this rule.
- 28. The Competent Authority may include such other conditions in the lease deed with the approval of the Controlling Authority.
- 29. The lessee shall by the provisions of the Mines Act, 1952 and rules and regulations framed there under, the Explosives Act, 1884 and rules made there under for development of the source of minor minerals in workman like manner and for avoidance of any danger arising out of such winning of minor mineral.

Sd/-


 TAHASILDAR
 TANGI CHOUDWAP

PART- III

liberties, powers and privileges to be exercised and enjoyed by the Lessee

1. To enter upon and use the land, described in Part- I of the Schedule during the term hereby demised to carry on all operations necessary for extraction, collection, stacking, processing, transport and disposal of minor mineral / minerals leased in natural or in processed / converted form.
2. To make roads, tram ways install machineries, lay electric and telephone line, on and over the said lands.
3. To use water from streams, watercourses and springs in and upon the said lands in natural state or by means of impounding with the written permission of the Collector of the district.

PART- IV

Restrictions and conditions as to the exercise of liberties, powers and privileges in

1. No land shall be used for surface operations if objection is raised by the Competent Authority of the Collector of the district to the effect that use of the land will be detrimental to public interest.
2. The lessee shall not cut or injure any tree in the leased area falling within Reserved / Protected forest without prior permission of the Divisional Forest Officer of the officer authorized by him in this behalf and upon payment of royalty and fees for compensatory afforestation as may be specified.
3. The lessee shall undertake mining operation only in accordance with approved mining plan or scheme of mining, as the case may be.
4. The lessee shall not transport or store or cause to be transported or stored any specified minor mineral for the purpose of selling or trading otherwise than in accordance with these Rules and as may be specified under Odisha Minerals (Prevention of Theft, Smuggling and Illegal Mining and Regulation of Possession, Storage, Trading and Transportation) OMMC Rules, 2007.

PART- V

Liberties, powers and privileges reserved to the State Government

The State Government or any officer, or persons authorized by it in that behalf has the liberty and power to enter into and upon the leased area to carry on any operation in Connection with survey, sampling, testing quarrying, processing, stacking and transportation of minor mineral as may be deemed necessary.

Section 4(1) & 4(2)


TAHASILDAR
TANGI CHOUHWAR

PART-VI

Provision regarding Rents and Royalties

1. The lessee shall, during the subsistence of this lease pay to Government royalty in respect of the minor mineral removed by him from the leased area at the rates prescribed in Schedule II and surface rent at the rate prescribed in Schedule I.
2. All payments relating to rents, royalties, fees etc. as provided under these rules shall be paid to the State Government free from all deductions at the District Treasury / sub- Treasury and in such manner as the Competent Authority may prescribed.
3. For the purpose of computing the royalty, the lessee shall keep correct account of the miner produced, stacked and removed from the lease area and submit a return to the Competent Authority and Director in Form K & Form P.
4. The lessee shall pay royalty in advance and the differential amount, if any, on computation shall be paid by the end of the first fortnight of each half yearly period during the subsistence of the lease.
5. The lessee shall pay surface rent in advance and not later than 15th January and 15th July of each year.
6. The lessee shall, in addition to the rents and royalties, also pay the contribution to the District Mineral Foundation and the Environment Management Funds at the rates specified in the Rules as first above written.
7. The lessee shall also pay the additional charge at the rate of Rs. 2800.00 per cubic Meter.
8. The minimum Guaranteed Quantity for royalty for the quarry lease shall be 2000 cum per annum.

Signed by.....

For and on behalf of Governor of Odisha, in the presence of

[Signature]

TAHASILDAR

TANGI CHAUDHAR

1. *K. Ananta Kumar*
2. *S. Sanyal*

Signed by ...

- 1.
- 2.

... ..

आयकर विभाग

INCOME TAX DEPARTMENT

SACHIN KUMAR SAHOO

NIRMAL KUMAR SAHOO

19/03/1992

Permanent Account Number

FUQPS57020

Sachin Kumar Sahoo

Signature

Sachin Kumar Sahoo



भारत सरकार

GOVT. OF INDIA



45

24

9439656194

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25



Email-tah.tangich-od@nie.in

Phone No: 0671-2491742

OFFICE OF THE TAHASILDAR TANGI-CHOUDWAR, JAGATPUR

NO..2080..DT...03/03/22

To,

The Sub-Registrar, Jagatpur, Cuttack.

Sub: Execution of Lease Deed in favour of Sachin Ku Sahoo on
Birupa River Sand, Bhatimunda

Sir,

In inviting a reference to the subject cited above, I am to send
herewith Lease Deed Paper of execution of lease deed on Birupa River
Sand, Bhatimunda in favour of Sachin Ku Sahoo for registration and return
the same to the undersigned for further necessary action at this end.

Encl:- As above

Your's faithfully,


Tahasildar, Tangi Choudwar

Memo No. 2081 dt. 03/03/22

Copy submitted to the Addl. District Magistrate, Cuttack / Sub-
Collector, Sadar, Cuttack for kind information and necessary action.


Tahasildar, Tangi Choudwar

26

Annexure-R5/4



Phone: 0671-2491742
e-mail Id: tah.tangich-od@nic.in

OFFICE OF THE TAHASILDAR, TANGI CHOUDWAR, JAGATPUR,
CUTTACK

Letter No: 7610 /Date: 27.12.23

To

Sri Sachin Kumar Sahoo
S/o Nirmal Chandra Sahoo
Vill-Bidyadharpur, PS-Chauliaganj, Cuttack

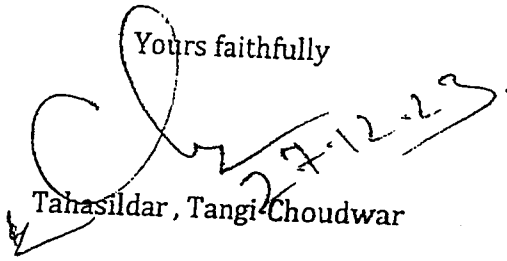
Sub: Issue of NO DUES CERTIFICATE.

Sir,

With reference to the above cited subject, I am to intimate your sairat dues towards Birupa River Sand, Bhatimunda has been cleared upto the end of the financial year 2022-23 i.e. till 31.03.2023.

This No Dues Certificate is being issued on your request vide letter dated 14.12.2023.

Yours faithfully


Tahasildar, Tangi Choudwar



STATE ENVIRONMENT IMPACT ASSESSMENT AUTHORITY,
ODISHA

SRF-2/1, Unit-IX, Bhubaneswar-751022, Tel: 0674-3510075, Email: seiaaodisha@gmail.com
(A statutory body constituted by Ministry of Environment, Forest & Climate Change under
Environment (Protection) Act, 1986)

File No. SIA/OR/MIN/300740 /2023

Dated ^{10th} ~~10th~~ January, 2024.
Bhubaneswar

To

Sri Sachin Kumar Sahoo,
S/o- Nirmal Kumar Sahoo
At- Naranpur, Ps-Baranga
Dist-Cuttack, Pin-754022, Odisha

Sub: Proposal for Amendment of Environmental Clearance (EC) of Bhatimunda River Sand Quarry (River-Birupa) over an area of 12.34 Acres or 4.993 Ha. at Village Bhatimunda, under Tangi-Choudwar Tahasil, District Cuttack, Odisha of Sri Sachin Kumar Sahoo, the PP/Successful bidder/lessee-reg.

- Ref: (i) EC identification no. 2409/SEIAA dated 30.08.2021 & EC transfer vide letter no.4038/SEIAA dt. 22.02.2022
(ii) Letter of Tahasildar Tang-Choudwar letter no. 2183 dt. 03.04.2023
(ii) Online Application no. SIA/OR/MIN/300740 /2023 dtd.30.05.2023

Sir/Madam,

This has reference to your online application no. SIA/OR/MIN/300740 /2023 dated 30.05.2023, wherein you have requested for amendment (i.e. amendment of EC regard to annual production of sand as per replenishment study report) of Environmental Clearance (EC) granted by SEIAA, Odisha vide letter no. EC identification No. 2409/SEIAA dated 30.08.2021 in favour of Sri Sachin Kumar Sahoo, the lessee/successful bidder.

2. The application was examined in the State Environment Impact Assessment Authority (SEIAA), Odisha in its 149th meeting held on 28.12.2023 & 29.12.2023 in accordance with the EIA Notification, 2006 as amended from time to time and the following points are noted;

- (i) This is a proposal for amendment of EC of Bhatimunda River Sand Quarry (River-Birupa) over an area of 12.34 Acres or 4.993 Ha. at Village Bhatimunda, under Tangi-Choudwar Tahasil, District Cuttack, Odisha.

*



STATE ENVIRONMENT IMPACT ASSESSMENT AUTHORITY,
ODISHA

SRE-2/1, Unit-IX, Bhubaneswar-751022, Tel: 0674-3510075, Email: seiaaodisha@gmail.com
(A statutory body constituted by Ministry of Environment, Forest & Climate Change under
Environment (Protection) Act, 1986)

- (ii) The project proponent has obtained EC from SEIAA, Odisha vide EC letter no. 2409/SEIAA dated 31.08.2021 and EC transfer vide letter no. 4038/SEIAA dt. 22.02.2022 in favour of Sri Sachin Kumar Sahoo for Bhatimunda River Sand Quarry over an area of 12.34 Acres or 4.993 Ha. at Village Bhatimunda, under Tangi-Choudwar Tahasil, District Cuttack, Odisha.
- (iii) During EC application the PP has submitted required documents along with mining plan where it is mentioned that mineable reserve of the proposed sand was 39780 cum with depth of sand deposition was 1.0 meter and proposed for annual extraction-5400 cum.
- (iv) The SEIAA also granted EC for 1st year production 2000 cum with depth of mining 2.0 meter.
- (v) There is an EC conditions point no. 9.1 to 9.2 in page no. 03 that "Pending carrying out of the study & submission of the report, this clearance is being granted in an adhoc manner and is liable to be revoked after one year i.e. after 31st December 2022 if satisfactory replenishment study report is not submitted."
- (vi) The PP has submitted EC compliance report and mentioned that 1500 cum sand already extracted from the source in 1st year.
- (vii) Now, the PP has submitted amendment of EC application and submitted replenishment study report by RQP Sri Pradeep Mahapatra along with World Consultancy Services Pvt. Ltd. with mentioned that pre-monsoon RL 38.9219m and post-monsoon 39.3123m and 2057.4 cum of sand replenished in the said sand bed and proposed production for next year is 2057.4 cum.
- (viii) Documents submitted for amendment of EC:
 - a. Form No. 4 for amendment of Environmental Clearance.
 - b. Letter of Tahasildar Cuttack Sadar letter no. 2183 dt. 03.04.2023
 - c. Replenishment study report.
3. The proposal was placed in SEAC meeting held on 13th, 15th, 17th & 18th November 2023 and after detailed discussion, the SEAC recommended that mineable quantity may be recommended as per Replenishment quantity.
4. Amendment of Environmental Clearance (EC) of Bhatimunda River Sand Quarry (River-Birupa) issued vides SEIAA, Odisha EC identification no. 2409/SEIAA dated 30.08.2021 in favour of Sri Sachin Kumar Sahoo, is allowed to 2050 cum per year for the rest of the lease period i.e. for the 2nd year, 3rd year, 4th year and 5th year. The other stipulated terms and conditions of the original EC initially granted remains same subject to satisfactory compliance to all the stipulated terms and conditions of EC along with following additional stipulation:

Additional stipulation

- (i) The PP is required to carry out the Annual rate of replenishment study (ARRS) through ORSAC empanel agency in subsequent year and submit the report to SEIAA, Odisha.




STATE ENVIRONMENT IMPACT ASSESSMENT AUTHORITY,
ODISHA

SRF-2/1, Unit-IX, Bhubaneswar-751022, Tel: 0674-3510075, Email: seiaaodisha@gmail.com
(A statutory body constituted by Ministry of Environment, Forest & Climate Change under
Environment (Protection) Act, 1986)

- (ii) The validity of EC is for validity of DSR or validity of lease period whichever is earlier.
- (iii) **Boundary Demarcation:** -The boundary of the lease area shall be demarcated on ground at the project cost, by erecting 1.20 meter (4 feet approx.) high reinforced concrete pillars above ground, each inscribed with its serial number, distance from pillar to pillar and GPS co-ordinates by any empanelled agency of ORSAC.
- (iv) **Intimation of EC:** -The copies of the EC shall be sent to the Sarpanch (s) of the concerned Gram Panchayat (s), Urban Local Bodies and relevant other Offices of the Government with a request to display the same for 30 days from the date of receipt.
- (v) **Tree Plantation:** -Compensatory Tree Planting (CTP) shall be carried out with minimum @100 trees per Ha. of lease area as per the approved cost norm for plantations of the State Forest Department. The Project Proponent (lease holder) shall deposit Rs.2,50,000/- with the respective District Environment Society for raising 500 plants of native species within 2 years in a suitable location adjoining to quarry or other places.
- (vi) **State EMF Fund:** - An amount equal to five percent (5%) of the royalty payable shall be collected from the lessee by the Tahasildar /Mining Officer and deposited to the State Environment Management Fund, which will be utilized as per provisions of Rule 49(3) of the OMMC Rule, 2016 preferably, in and around the areas where mining activities are undertaken.
- The Project Proponent shall comply the above conditions and also to upload/submitted six monthly EC compliance in the Parivesh Portal of MoEF & CC., Govt. of India only within six months (06) from date of issue of transfer of EC, failing which the EC stands automatically revoked.
- In case, there is a change in the scope of the project, fresh Environment Clearance shall be obtained.

Yours faithfully,


Member Secretary

Encl: Copy of the Original EC

Copy to

1. Joint Secretary (Environment), Ministry of Environment, Forests and Climate Change Govt. of India, Indira Paryavarun Bhavan, Jor Bagh Road, Aliganj, New Delhi-110003 for information.
2. Principal Secretary, Forests & Environment Dept., Government of Odisha for information.
3. Member Secretary, State Pollution Control Board, Odisha, Paribesh Bhawan, A/118, Nilakantha Nagar, Unit-8, Bhubaneswar for information.

Annexure-R5/6

mail/Regd Post



OFFICE OF THE DEPUTY DIRECTOR OF MINES, CUTTACK CIRCLE, CUTTACK
 AT- NIMPUR, P.O-JAGATPUR, CUTTACK - 754021, PH : 06712490357
 E-mail: mo.cuttack@orissaminerals.gov.in

Letter No. 957 / Mines, dt. 18.03.24

From

The Mining Officer,
 Cuttack Circle, Cuttack.

To:

Sri Sachin Kumar Sahoo,
 Lenka Sahi, At- Bidyadharpur,
 Po- Nayabazar, Cuttack,
 Odisha-753004. Tel- 9439656194

Sub: - Demand Notice regarding the payment of Annual royalty against Birupa River Sand Bhatimunda, Tangi-Choudwar Tehsil, Cuttack District under Cuttack Mining Circle.

Sir,

With reference to the subject cited above, I am to inform you that, the aforementioned sand source has already been taken over by the undersigned on dt.26/07/2023. As per the information furnished by the Tehsildar, Tangi-Choudwar, the 1st year of your 5-year lease period with reference to the aforesaid sand source has already end on 17th of May, 2023 during which, you were allowed an annual MGQ of 2000 Cubic Meter. There were pending dues against the aforesaid sand sairat source, till the date of hand over. However, you have deposited NDC till 31st March 2023. There are pending dues against the aforesaid sand source with respect to the 1st year of your 5-year lease period i.e., from 18th of May, 2022 to 17th of May, 2023.

However, in order to continue mining operation at the aforesaid sairat source through the 2nd year of the 5-year lease period, you have to pay following amount in head of Royalty, Additional Charge, Surface rent, Dead Rent, T.C.S, E.M.F, D.M.F. Since the modified EC from the SEIAA has been issued against the aforesaid source bearing file No.SIA/OR/MIN/300740/2023, the annual demand containing

P.T.O

the aforementioned heads is hereby calculated on the basis of MGQ allowed for the current year i.e. 2050 CuM, from 18th of May, 2023 to 17th of May, 2024.

Head	Calculation based on annual MGQ of 2050 CuM	Amount (In INR)
Royalty	INR 35 * 2050 CuM	71750.00
Additional charge	INR 2800 * 2050 CuM	5740000.00
DMF (10% of Royalty)	10 % of INR 71750.00	7175.00
EMF (5% of Royalty)	5 % of INR 71750.00	3587.50
Surface Rent	INR 360*4.993 hect.	1799.00
Dead Rent	10500* 4.993 hect.	52458.00
TCS 2 % of (Royalty + Additional charge)	2% of 5811750.00	116235.00
Total		5993004.50 (Fifty-nine lakhs ninety-three thousand four rupees and fifty paisa only)

I therefore request you to pay the aforementioned amount at the earliest as per the following instructions,

- A payment against Royalty, Additional Charge, Surface rent and Dead rent of 5866007.00 (Fifty-eight lakhs sixty-six thousand seven rupees) through treasury deposit under the following Head of Account (Copy of the treasury challan must be deposited at the office of the undersigned)

TREASURY HEAD -:

"0853-102-0217-02021"

"0853-Non-Ferrous Mining and Metallurgical Industries-102- Mineral Concession Fees, Rents and Royalties-0217-Receipts under Odisha

Rubi-41
PMC Recd

Minor Minerals Concession Rules-02021-Collection of Fees Rents and royalty"

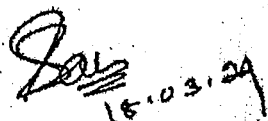
- A payment against DMF of Rs.7175,00 (Seven thousand one hundred seventy-five rupees only) in DMF S/B accounts no. 35591549944 with IFSC Code- SBIN0000059, in State Bank of India. A copy of the receipt of the above transaction against DMF should be deposited before the office of the undersigned.
- A payment of Rs.3587.50 (Three thousand five hundredeighty-seven rupees fifty paisaonly) towards EMF as a demand draft, pledged in favour of Odisha Environment Management Fund (OEMF) Trust. The Demand Draft should be submitted before the office of the undersigned.
- A payment of Rs.116235.00 towards the TCS either with the help of the online Income Tax portal or by offline.

Further, I am to inform you that an non-payment of requisite Govt. dues before 31st of March, 2024, appropriate action shall be taken as per rule no.47 of the OMMC rules, 2016 (Amendment up to 2023) which states the following;

"47. Interest on delayed payment: — If the holder of prospecting license-cum-mining lease or mining lease or quarry lease fails to make payment of royalty, rent, fee or any sum payable by him under these rules within the due time, simple interest at the rate of twenty four percentum per annum on such dues shall be charged until payment of such dues is made."

The Pending dues against the aforementioned source between Dt.01.04.2023 to Dt.18.05.2023 shall be calculated once the office of the Tehsildar provides necessary information.

You are therefore instructed to pay the aforesaid amount at the earliest as per the given instruction for further action at this end.


15.03.24
Mining Officer,
Cuttack Circle, Cuttack

Filed on 10/7/2024 33

By post

ANNEXURE-R5/7

IN THE OFFICE OF THE DIRECTOR, MINOR MINERALS STEEL
AND MINES DEPARTMENT, LOKSEVA BHAWAN, KHURDA

Mineral Concession Appeal No. _____/2024

IN THE MATTER OF-
MR. SACHIN KUMAR SAHOO

... APPELLANT

Versus

STATE OF ODISHA AND OTHERS

... RESPONDENTS

LIST OF DOCUMENTS FILED BY THE APPELLANT

Annexures

Pages

- | | |
|--|-------|
| 1. A copy of the Intimation letter dated 25.03.2021 | 10 |
| 2. A copy of the EC dated 22.02.2022 | 11-12 |
| 3. A copy of the No Due Certificate | 13 |
| 4. A copy of the EC vide
File No. SIA/OR/MIN/300740/2023 dated 10.01.2024 | 14-16 |
| 5. A copy of the demand notice dated 18.03.2024 | 17-19 |
| 6. The copies of the representations
dated 20.03.2024 and 10.04.2024 | 20-24 |
| 7. A copy of the order dated 18.07.2024 passed
in W.P. (C) No. 12919/2024 | 25-29 |
| 8. Vakalatnama | |
| 9. Treasury Challan | |

Submitted by

Advocate for the appellant

Advocate

FORM-X

FORM OF APPEAL

(See Rule 46(1))

To be submitted in triplicate

IN THE OFFICE OF THE DIRECTOR, MINOR MINERALS STEEL
AND MINES DEPARTMENT

Mineral Concession Appeal No. _____/2024

1. Name and address of the individual/firm/company

MR. SACHIN KUMAR SAHOO, aged
about 31 years, S/o- Nirmal Kumar
Sahoo, Resident of at- Naranapur, P.S.-
Barang, Dist- Cuttack, Orissa.

... APPELLANT

AND

2. (a) Full details of the order and the authority passing the order against which the appeal or revision application is made (Certificate copy to be enclosed):

An application seeking the direction of for modification of the letter dated 18.03.2024 issued by The Mining Officer, Cuttack Circle, Cuttack (Opp.No.5) where in, a demand has been made to the appellant for payment of Royalty for a period of one year even though the appellant has not operated for that year due to non execution of the lease deed as well as non availability of the Environment Clearance.

- (b) Date of communication of the order: 18.03.2024

3. Minor minerals forming the subject matter of appeal: Sand Quarry

4. Details of the area in respect of which the appeal is filed

(A plan of the area is to be attached):

Birupa River Sand, Bhatimunda, under
Tahasil- Tangi- Choudwar, Mouza-
Bhatimunda, bearing Khata No. 441, Plot
No.- 1116, Dist- Cuttack.

5. Is the appeal filed within one month of the order of competent Authority/controlling Authority?

No.

6. If not the reasons for not presenting it

Within the prescribed time: The Appellant in the meantime has approached before the Hon'ble High Court of Orissa vide W.P.(C) No. 12919/2024 and the Hon'ble High Court vide order dated 18.07.2024 pleased to give liberty to the appellant to approach before this forum.

7. (a) Name and Complete address of the

Party/parties impleaded:

- I. **STATE OF ODISHA**, represented by Addl. Chief Secretary to Govt. Steel and Mines Department Lokseva Bhawan, Bhubaneswar, Dist- Khurda.
- II. **THE COLLECTOR CUM DISTRICT MAGISTRATE**, At/P.O./Dis- Cuttack.
- III. **THE TAHASILDAR**, At/P.O./Dist- Cuttack
- IV. **DEPUTY DIRECTOR OF MINES**, Cuttack Circle, Cuttack.

- V. MINING OFFICER Cuttack, Dist- Cuttack.
- VI. STATE ENVIRONMENT IMPACT ASSESSMENT AUTHORITY (SEIAA), SRF-2/1, Acharya Vihar, Unit-IX, OPTCL Colony, Anand Bazar, Bhoi Nagar, 751022. Bhubaneswar, Odisha.

... RESPONDENTS

(b) Reasons for impleading the parties:

That the appellant herewith challenges the letter dated 18.03.2024 issued by The Mining Officer, Cuttack Circle, Cuttack where in, a demand has been made to the appellant for payment of Royalty for a period of one year even though the appellant has not operated for that year due to non execution of the lease deed as well as non availability of the Environment Clearance.

BRIEF FACTS-

The brief facts leading to this present application is stated herein below:

- (A) That it is most respectfully submitted here that, the appellant by way of an intimation letter dated 25.03.2021 was allotted an area of Ac.12.34 dec.(MGQ 5400 CuM) acres being as successful bidder for prospecting license cum mining lease for Birupa River Sand, Bhatimunda, under Tahasil- Tangi- Choudwar Mouza- Bhatimunda bearing no. Khata No. 441, Plot No. 1116, Kisam- Nadi. A copy of the Intimation letter dated 25.03.2021 being the successful bidder is annexed herewith as **ANNEXURE-1**.
- (B) That after obtaining the intimation, the appellant filed an application before the competent authority for issuance of the Environment Clearance Certificate. Therefore, the Respondent No.6 granted EC in favour of the petitioner on 22.02.2022. A copy of the EC dated

22.02.2022 which was granted in favour of the petitioner is annexed herewith as ANNEXURE-2.

- (C) That as per the EC the appellant has followed / complied all the terms and conditions and accordingly the petitioner was invited for registration of the quarry lease.
- (D) That the brief facts of the matter as stands today is that, the appellant was a five-year term lease holder of the said sand quarry starting from 10.05.2021. As per the procedure and demand of the Tahasildar, Tangi-Choudwar, Cuttack vide Letter No. 7446 dated 16.10.2021 for the above mentioned sand quarry for the extraction of sand for the first year, the appellant was directed to deposit an amount of Rs. 67,32,657.00 under various heads and as for that the appellant has deposited the demanded amount.
- (E) That it is to submit here that, as per the demand as the appellant has deposited the entire amount. Thereafter on 27.12.2023 vide letter no. 7610, the Tahasildar, Tangi- Choudwar has issued the no due certificate in favour of the appellant. A copy of the No Due Certificate vide Letter No. 7610 dated 27.12.2023 is annexed herewith as ANNEXURE-3.
- (F) That it is important to mention here that, as the one-year lease period has been completed since 10.05.2023 and thereafter the mining activity has been stopped completely. It is humbly submitted that, despite of the several request the concerned authority has not allowed the appellant to operate the sand quarry, the appellant is unable to lift the sand in any manner whatsoever since then.
- (G) That it is to mention here that, on 10.01.2024 the Respondent No.6 has issued EC in favour of the appellant as per his request and the appellant is complying all the conditions mentioned in the said EC. But unfortunately, as the agreement has not been executed to operate

the sand quarry for the second year even after the EC has been granted, the appellant is not able to operate the sand quarry. As a result of which the appellant is suffering from huge financial loss. A copy of the EC vide File No. SIA/OR/MIN/300740/2023 dated 10.01.2024 is annexed herewith as ANNEXURE-4.

(H) That it is noteworthy to mention here that, on 18.03.2024, the appellant received a demand notice from the Respondent No. 5 regarding the payment of annual royalty against the above mentioned sand quarry for the second year. Further, as per the said demand notice it is mentioned that, the appellant has to pay a total sum of Rs. 59,93,004.50 for the second year which starts from 18.05.2023 to 17.05.2024. A copy of the said demand notice dated 18.03.2024 issued by the Opp. Party No. 5 is annexed herewith as ANNEXURE-5.

(I) That it is humbly submitted here that, after the completion of 1st year lease period i.e. on 10.05.2023 as the appellant was not granted EC and the agreement was not executed with the him, therefore the appellant has not operated the sand quarry in any manner whatsoever.

(J) That in the absence of the Environment Clearance, the appellant could not have been operated the sand quarry by lifting the sand. Therefore, as from the date mentioned in the said demand notice i.e. 18.05.2023, the appellant has not been operating the sand quarry in any manner whatsoever.

(K) That it is important to mention here that, the EC for the second year was granted in favour of the appellant on 10.01.2024 but till date the agreement for the second year has not been executed. Hence, as there was no extension of the agreement and non-execution of the agreement, it is not only improper but also illegal on the part of the appellant to operate the sand quarry without having any valid

documents and permissions. Thus, being a law abiding person, the appellant has never operated the sand quarry after the completion of the lease period.

(L) That from dt. 17.05.2023, till date the appellant has never ever operated or lifted the sand not only for a single day. Therefore, at this juncture if the appellant pays the royalty as demanded by the Respondent No. 5, it would be a huge financial loss for the appellant. It is important to mention that, it is inappropriate to demand such a huge royalty from the appellant without allowing him to operate the and quarry.

(M) That it is also important to mention here that, if the appellant admit the said demand and the date of operation of the sand quarry i.e. from 18.05.2023 to 17.05.2024, then the appellant would be left only less than one month without having any agreement. Therefore, it will be highly prejudicial and violative to the rights of the appellant.

(N) That therefore, the appellant on 20.03.2023 and 10.04.2024, gave representations to the Respondent No. 4 and 5 wherein, requested the Opp.No. 4 and 5 to look into the matter and modify/set aside the letter dated 18.03.2024 and also prays to allow him to deposit the amount for the second year which would start from the date of the agreement till completion of the one year in the interest of justice. The copies of the representations dated 20.03.2024 and 10.04.2024 are annexed herewith as **ANNEXURE-6 SERIES.**

(O) That it is respectfully submitted that, the appellant has sustained huge financial losses in the delayed approach of the respondents more particularly the Respondent No. 4 and 5. However, the appellant has approached the Opp.Party No. 4 and 5 for the extension as the appellant has incurred loans and liabilities in deploying man power as

well as various other infrastructures to meet the mining plan and EC requirements.

- (P) That it is most respectfully submitted that, the demand notice issued by the Respondent No.5 as against the royalty for the second year, without executing the agreement with the appellant is not only illegal but also arbitrary in nature and the same is liable to be modified.
- (Q) That it is humbly submitted here that, in the present case in hand, the appellant is obstructed to carry out the lease operations on account of the delay and laches made by the Respondent 4 and 5 even after obtaining the Environment Clearance Certificate.
- (R) Therefore, finding no other alternative the appellant approached to the Hon'ble High Court of Orissa vide W.P. (C) No. 12919/2024 and the Hon'ble High Court vide order dated 18.07.2024 pleased to given liberty to the appellant to approach before your good office. A copy of the order dated 18.07.2024 passed in W.P. (C) No. 12919/2024 is annexed herewith as ANNEXURE-7.
- (S) That it is humbly submitted that, the order dated 18.03.2024 passed by the Opp.No.5 is without application of mind and also without judiciously making any inquiry in presence of the present appellant, which clearly violates the principle of natural justice and is liable to be quashed and further it is also submitted that, at the time of inquiry as the appellant was not present, the order dated 18.03.2024 passed without authority and jurisdiction.
- (T) That it is humbly prayed and submitted that, the appeal of the appellant may be allowed in the light of the above facts and circumstances.

PRAYER

Therefore, in view of the facts and circumstances the appellant prays that, your good office may graciously be pleased to admit the present appeal and further be pleased to direct the respondents more particularly the Respondent No. 4 and 5 to consider the representations of the appellant which is pending under Annexure-6 Series, wherein the appellant requested the respondent No.4 and 5 to set aside the letter dated 18.03.2024,

And/or also prays for allow the appellant to deposit the amount for the period of second year which would start from the date of execution of the agreement till the completion of one year,

And may be pleased to pass any other order(s) and/or direction (s) your good office may deem fit and proper;

And for this act of kindness the appellant as in duty bound shall ever pray.

Place-Bhubaneswar

By the Appellant through

Date:

ADVOCATE

8. Has the appellant deposited the amount if any assessed in accordance with the provisions of Orissa Minor Minerals Concession Rules, 2016 as per the orders appealed? –
If so the details thereon

9. If the application is signed by an authorized agent of the appellant an attest copy of the power of attorney shall be attached.

Yes, the application is signed by the advocate for the appellant and the Vakalatnama is attached to this appeal.

10. Whether the application of fee of Rupees One thousand has been deposited?

If so, original receipt challan no _____

Dated _____ of _____ is enclosed.

Bhubaneswar

Date

SIGNATURE AND DESIGNATION OF THE APPELLANT

By the Appellant through

Advocate

CERTIFICATE

Certified that I have gone through the record and grounds prepared by me and are good grounds and I undertake to support the same along with the other grounds at the time of hearing of this Appeal.

Advocate

Service of Counter Affidavit filed by Respondent No.5

2 messages

RUPAREKHA <ruparekha872@gmail.com>

9 December 2024 at 14:34


To: Dipanjan Ghosh <dpnjnghsh0@gmail.com>, roez.bsr-mefz@nic.in

Dear Sir

Please find enclosed herewith the copy of counter affidavit along with annexes filed by Respondent No.5

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Best Regards**Ruparekha Jena**

Advocate

 **Counter Affidavit 91-2024 Respondent No.5.pdf**

17947K

RUPAREKHA <ruparekha872@gmail.com>

10 December 2024 at 20:52

To: Dipanjan Ghosh <dpnjnghsh0@gmail.com>, roez.bsr-mefz@nic.in

Dear Sir

Please find enclosed herewith the counter affidavit filed on behalf of Respondent No.5

[Quoted text hidden]

 **COUNTER AFFIDAVIT ON BEHALF OF RESPONDENT NO.5.pdf**

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