BEFORE THE NATIONAL GREEN TRIBUNAL,
SITTING AT KOLKATTA
ORIGINAL APPLICATION NO. 04/2026/EZ

(Under Section 14 of the National Green Tribunal Act, 2010)

INTHEMATTEROF:

PARMOD KUMAR SWAIN **.....APPLICANT**

VERSUS

THE STATE LEVEL ENVIRONMENT IMPACT ASSESSMENT AUTHORITY (SEIAA), ODISHA& OTHERS

.....RESPONDENTS

INDEX

DRAWN AND FILED BY

DT. 05.03.2026
BHUBANESWAR

PRAVA RANJAN MISHRA
PLOT NO. 652, EKAMRAVILLA
NAYAPALLY, BBSR-21
ODISHA
earth_environment2008@yahoo.com

BEFORE THE NATIONAL GREEN TRIBUNAL,
SITTING AT KOLKATTA
ORIGINAL APPLICATION NO. 04/2026/EZ

IN THE MATTER OF:

05 MAR 2026

PARMOD KUMAR SWAIN ... APPLICANT

VERSUS

1-THE STATE LEVEL ENVIRONMENT IMPACT ASSESSMENT AUTHORITY (SEIAA), ODISHA & ORS

.....RESPONDENTS

MOST RESPECTFULLY STATE AS FOLLOWS:-

1. That the above noted O.A was heard on 04.02.2026, wherein direction has been made to the Respondent for filing of their reply/reports by 08.03.2026.
2. That the order was served on 17.02.2026 and service affidavit was filed.
3. The Applicant approached the authorities to cause inspection for according non compliances and forceful operation of the sand bed and road. The copy of the said letter is annexed herewith as **Annexure-J**.
4. That the OSPCB authority directed for causing inspection within days pursuant to the order of the Hon'ble NGT, which was intentionally avoided by the respondents inspite of several approaches and order vide **Annexure-K.**
5. that the supplementary lease deed was executed on 26.12.2025 without approval of mining plan with approached

NOTARY PRATAP KUMAR DALABEHERA BHUBANESWAR Regd. No. OR-46/2009 Expiry Date-02.03.29 GOVT. OF ODISHA

road. The copy of the said lease deed is annexed herewith as **Annexure-L.**

6. That due to non-compliance, the heavy vehicles movements without permit by the proponent. To check the same, the E.C. order need to be stayed.

DRAWN AND FILED BY

DT. 05.03.2026
BHUBANESWAR

PRAVA RANJAN MISHRA
PLOT NO. 652, EKAMRAVILLA
NAYAPALLY, BBSR-21
ODISHA
earth_environment2008@yahoo.com

ADDITIONAL AFFIDAVIT ON BEHALF THE APPELLANT

1. I, Sri Pramod Kumar Swain, aged about 67 Years, S/o Late Pranakrushna Swain At- Pratap Nagari, Po- Bhanapur, PS-Cuttack Sadar, Dist- Cuttack, Odisha-753011, do hereby solemnly affirm and say as follows:-
2. I am the applicant of the above noted O.A
3. That the above statements are true to my knowledge.

Prepared in my office

Advocate

Pramod Kumar Swain

Pramod Kumar Swain

NOTARY PRATAP KUMAR DALABEHERA BHUBANESWAR Regd. No. ON-46/2009 Expiry Date-02.03.29 GOVT. OF ODISHA

X

VERIFICATION

I, Sri Pramod Kumar Swain, aged about 67 Years, S/o Late Pranakrushna Swain At- Pratap Nagari, Po- Bhanapur, PS-Cuttack Sadar, Dist- Cuttack, Odisha-753011, do hereby humbly verified that, the statement made in paragraphs 1 to 3 are true and correct to the best of my knowledge, information and belief.

I sign this verification on this the 5th day of March 2026.

IDENTIFIED BY

ADVOCATE

Pramod Kumar Swain

VERIFICANT

Before me

NOTARY
PRATAP KUMAR DALABEHERA
BHUBANESWAR
Regd. No.
ON-46/2009
Expiry Date-02.03.28
GOVT. OF ODISHA

P.K. DALABEHERA
Advocate, Notary, Bhubaneswar
Regd. No. ON-46/09

ମା'ଧାକୁଲେଇ ଗ୍ରାମ୍ୟ ଉନ୍ନୟନ କମିଟି

ପ୍ରତାପନଗରୀ,କଟକ-୭୫୩୦୧୧

Trust Regd. No.- 397/2015

ତାରିଖ 21.02.2026

ପ୍ରମୋଦ କୁମାର ସାଇଁ
ସଭାପତି
9338063331

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ବାଦଲ କୁମାର ଜେନା
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ସହ-କୋଷାଧ୍ୟକ୍ଷ
9861032306

To,
The Member Secretary,
OSPCB, Paribesh Bhawan,
A/118, Nilakantha Nagar, Unit-8

Sub: - Compliance of Hon'ble NGT order for Violation of EIA notification and EC condition in respect of Kuakhai River Sand, Pratapnagari under Tahasil Cuttack Sadar in the District of Cuttackover an area of 5.26 ha.

Ref: -
1. **E.C. Dtd. 03.06.2022**
2. **Amended EC, Dtd. 21.11.2024**
3. **OM NoJ-13012/12/2013-IA-II(1), Dt. 24.12.2023**
4. **NGT order Dt. 04.01.2026 in O.A. No 04/2026/EZ**
5. **Our representation Dtd. 11.12.2025 & 19.12.2025.**

Dear Sir,

In inviting above ref. on the subject cited above, I am to inform you the following facts of urgent stoppage of continuous violation of EC under EIA notification 2006.

1. The EC was granted vide Ref. 1, wherein the condition of 7.12 has been imposed for proper approval of road as the ToR condition at V) and XV) are not complied during the EIA studies. Furthermore also the land used impact study at point No. 10 in the general condition was not studied. But without the compliance of the 7.21 the road has been used with loaded heavy truck movement by the PP without obtaining the approval from CMC after recommendation from Corporater. Further there is a separate restriction for heavy load transportation vide condition No. 7.23 which is complete violation of EIA notification and liable for revocation of EC under the condition No. 7.42.

2. It is needless to mention here that, the OM stipulates the sand mining is allowed only manually vide Ref. 3. But the mining is being carried out in a mechanized manner and with an dispatched of 100 tippers per day on the embarrassment, which cannot be approved for dispatch through tippers, hiwas with the load of 50 tons without study of impact, which is complete violation of EIA notification and liable for revocation of EC under the condition No. 7.42.

ମା'ଧାକୁଲେଇ ଗ୍ରାମ୍ୟ ଉନ୍ନୟନ କମିଟି
ପ୍ରତାପନଗରୀ,କଟକ-୭୫୩୦୧୧
Trust Regd. No.- 397/2015

ତାରିଖ.....

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ସହ-କୋଷାଧ୍ୟକ୍ଷ
9861032306

3. The EC was granted vide Ref. 1, wherein the condition of 7.30 has been imposed for submit quarterly compliance reports on the status of implementation of the stipulated environmental safeguards to the SEIAA, Odisha, SPCB, Odisha/ Regional Office of the MoEF& CC, Bhubaneswar, failing which EC is liable to be revoked. As the PP has not complied the same, the EC granted vide Ref-1 & 2 may please be revoked.

4. The E.C. was amended vide Ref. 2 and the above condition was also repeated vide para-6, and the new mining plan for the higher quantity with proper DGPS coordinate boundary point with the higher production quantity of 15780 cum to be approved by DDM, Cuttack as per the para-5 of the same. Without such approval the EC cannot be executed nor can the lease deed be executed. But unfortunately the M.O executed the lease deed with a lower quantity.

5. Such execution of lease deed without compiling the condition there is violation of EIA notification 2006. The lease deed also does not prescribed the quantity of 2026-27 to reduce the stamp duty. To help the proponent and allowed to continue the operation with violation, liable for prosecution U/s 19 of EP Act.

In the above condition, it is required to cause a joint inspection for filing of the reply to Hon'ble NGT and also take action deem feet under the Acts & Rule.

With regards

Yours Faithfully

Pramod Kumar Swain

Enclo: **As above**

Copy to:
1. Member Secretary, SEIAA, Odisha
2. Regional Office, State Pollution Control Board, Plot No. 586, Surya Vihar, Link Road, Cuttack, Odisha – 753012

EPABX : 2561909/2562847
Tel : 2562822/2560955
E-mail: paribesh1@ospcboard.org
Website: www.ospcboard.org

STATE POLLUTION CONTROL BOARD, ODISHA

[DEPARTMENT OF FOREST & ENVIRONMENT, GOVERNMENT OF ODISHA]
Paribesh Bhawan, A/118, Nilakantha Nagar, Unit – VIII
Bhubaneswar – 751 012, INDIA

No. _____/ Publ.Comp./Misc.332 Date_____/
By e-mail

From

Sri. Narottam Behera
Env. Engineer

To

The Regional Officer
State Pollution Control Board, Cuttack

Sub: Public complaint- Reg.

Madam,

Please, find enclosed copy of the following complaint received by this office. The details of the complaint is as follows.

Sl No.	Compliant received from	Subject matter
1.	Sri Pramod Kumar Swain (President, Maa Dhakulei Gramya Unnayan Committee) At-Ptatapnagari, Dist-Cuttack-753011	Compliance of Hon'ble NGT order for violation of EIA notification and EC condition in respect of Kuakhai River Sand, Pratapnagari under tehsil Cuttack sadar in Cuttack district over an area of 5.26 ha.

You are, therefore, requested to cause an inquiry into the matter within seven days and take immediate necessary action at your end and action taken report may be submitted to the complainant under intimation to the Head Office.

Yours faithfully

Encl: As above

Env. Engineer

Memo No._____/ **Date**_____/

Copy along with the copy of the Public Complaint forwarded to the ACEE (PH), SPC Board, Bhubaneswar for information and necessary action.

Encl: As above

Env. Engineer

Memo No._____/ **Date**_____/**By e-mail**

Copy along with the copy of the Public Complaint forwarded to the Member Secretary, State Environment Impact Assessment Authority (SEIAA), At-Qr No. 5RF-2/1, Unit-IX, Bhubaneswar-751 022, Odisha for information and necessary action.

Encl: As above

Env. Engineer

Memo No. 2503 / **Date** 23.02.2026 /

Copy forwarded to Sri Pramod Kumar Swain, (President, Maa Dhakulei Gramya Unnayan Committee), At-Ptatapnagari, Dist-Cuttack-753011 for information.

23/02/26

Env. Engineer

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ଓଡ଼ିଶା ओड़िशा ODISHA

U 343574

THE SEAL OF THE DISTRICT REGISTRAR CUTTACK

Certified copy No. 756 Dt. 7.1.2026
Serial No. I
Copied
Pages
E.R. 10 3995088 22
Doc
Regis
B.Se 72/-
C Copy 73/-
250/-
395/-
(Rupees
Verific
Section No
Section No
7.1.2026
R.O.
CERTIFIED TO BE A TRUE COPY
Registering Officer

7.1.2026
Verified by

NO 38120 Dt 31/12/25

(P) Niranjan Rout At: cuttack

28 OCT 2025

Treasury Officer,
Cuttack.

Niranjan Rout

31/12/25

Ashok Kumar Singh
Stamp Vendor
D.S.R Office, Cuttack

392508938

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Odisha

e-Stamp

Certificate No.	:	**IN-OD49505315438946X**
Certificate Issued Date	:	26-Dec-2025 11:48 AM
Account Reference	:	NONACC (SV)/ od5000604/ CUTTACK / OD-CTK
Unique Doc. Reference	:	SUBIN-ODOD5000604890410936606710
Purchased by	:	GOVERNOR OF ODISHA THROUGH MINING OFFICER CUTTACK
Description of Document	:	Article IA-35 Lease Deed
Property Description	:	MOUZA-PRATAPNAGARI
Consideration Price (Rs.)	:	3,80,04,893 (Three Crore Eighty Lakh Four Thousand Eight Hundred And Ninety Three only)
First Party	:	GOVERNOR OF ODISHA THROUGH MINING OFFICER CUTTACK
Second Party	:	PRAKASH CHANDRA RAUTRAY
Stamp Duty Paid By	:	PRAKASH CHANDRA RAUTRAY
Stamp Duty Amount(Rs.)	:	16,39,643 (Sixteen Lakh Thirty Nine Thousand Six Hundred And Forty Three only)

Please write or type below this line

26.12.2025

Sambit Sahoo
26.12.2025

Tushar Kanti Sahoo
26.12.2025

Prakash Ch. Rautray
26.12.2025

0015680484

Statutory Alert:
1. The authenticity of this stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

Digitally signed by GOPABANDHU PARIDA
Date: 2026.01.07 18:06:55 +05:30

Endorsement of the certificate of admissibility

Admissible under rule 25 duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 35(b) Fees Paid : Stamp duty Rs. 760235, Registration Fees 239, Total - 760474.

Date: 30-Dec-2025

Stamping Authority
Collector
CHANDAN SINGH
DSR Office, Cuttack
Account ID-0409OD5000604

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar **District Sub-Registrar CUTTACK** between the hours of 10:00 AM and 1:30 PM on the 30-Dec-2025 by **THE GOVERNOR OF ODISHA THROUGH MINING OFFICER SAMBIT SAHOO** , son/daughter/wife of of **AT-CUTTACK CIRCLE,CUTTACK**, by caste , profession and finger prints affixed.

SIGNATURE OF PURCHASER

Signature of Registering officer.

Signature of Presenter / Date: 30-Dec-2025

Endorsement under section 58

Execution is admitted by :

NAME	PHOTO	THUMB IMPRESSION	SIGNATURE	DATE OF ADMISSION OF EXECUTION
THE GOVERNOR OF ODISHA THROUGH MINING OFFICER SAMBIT SAHOO		319238692		30-DEC-2025
PRAKASH CHANDRA RAUTARAY		245772516		30-DEC-2025
Identified by **RATIKANTA NAYAK** Son/Wife of **MAHADEB NAYAK** of **AT-PRATAP NAGARI,PO-BHANPUR,CUTTACK CUTTACK** by profession				
RATIKANTA NAYAK		44052911		30-DEC-2025

Registering Officer
CUTTACK

Date: 30-Dec-2025

Signature of Registering officer

Endorsement of certificate of registration under section 60

Registered and true copy filed in : **Office of the District Sub-Registrar , CUTTACK**

Book Number : **1 ;| Volume Number : 194**

Document Number : **10392508822**

For the year : **2025**

Seal :
Date : 30/12/2025

Signature of Registering officer

392508938

Fees paid
A 5(1) 7,60,099.00
A 18 viii 40.00
B. 760139.00
U.C. 335.00
B. 760474.00

Sambit Sahoo

Registering Officer
CUTTACK

Sambit Sahoo
Mining Officer
Circle, Cuttack
26/12/25

26-12-2025

26/12/25

26/12/25

FORM – N

Form of Quarry Lease

[See rule 27(13)]

THIS INDENTURE made this ...26th... day of ...DEC..., 2025

Between

The GOVERNOR OF ODISHA THROUGH MINING OFFICER, CUTTACK (Hereinafter called the "Lessor" of the one part)

AND

Prakash Chandra Rautray, aged about 46 years, S/o. Late Pramod Kumar Rautray, by Caste: Khandayat, by profession: Business, At-Durgapur, Po-Bajpur(Gurujanga), PS-Khordha, Dist.- Khordha, Pin-752060, Adhaar No.-798176398391, PAN-AJXPR7345B(Hereinafter called the "lessee" which expression shall be used where the context so admits be deemed to include the heirs, executors, administrators, assignees) of the other part.

WHEREAS the lessee has applied to the Competent Authority concerned for a quarry lease for sand (minor mineral) in accordance with the provisions of the Odisha Minor Minerals Concession Rules-2016 (Amendmentup to 2023) in respect of the land described in the Part- I of the schedule.

The lease period of the source is for 5 years from the date of registration of the lease deed i.e. 24.08.2022. Accordingly, the lease agreement was executed and registered under Indian Registration Act and Odisha Registration Manual for 'one year' to the period from dt.24.08.2022 to 23.08.2023 vide lease agreement bearing document no.**10392206368 dt.24/08/2022.**

THE SEAL OF THE DISTRICT AUTHORITY
CUTTACK

Registering Office
CUTTACK

Digitally signed by
GOPABANDHU PARIDA
Date: 2026.01.07 18:06:57
+05:30

Now the Competent Authority hereby demises to the lessee the land described in Part- I the schedule hereunder written and delineated in the map hereunto annexed.

The said demised pieces of land shall be held by the **lessee for the remaining period of lease i.e.for 4 years from the dt.24/08/2023 to dt.23/08/2027**i.e. the completion of the total lease period of 5 years with reference to the lease agreement bearing document no.**10392206368**dt.**24/08/2022**made earlier in this regard, registered under Indian Registration Act and Odisha Registration Manual, subject to the terms, covenants and conditions herein provided.

AndAs per the modification of EC vide SEIAA file No. 54874/195-MINB1/02-2022, Dt –21.11.2024, the modified EC is granted for maximum excavation of **9900CUBIC METERS** of sand annually,from the source for the rest ofthe lease period i.e. from dt.27/06/2023 to dt.26/06/2027, subjectto adherence to the conditions put by SEIAA.

The Lessee has paid an interest free security amount of Rs.32,57,925 (Rupees Thirty Two Lakh FiftySevenThousand NineHundred and Twenty Five only).

And, as per the provision of OMMC Rules 2016(Amendments up to 2023), the **minimum annual assessment** of fund is as detailed below-

1. The Royalty amount of Rs.3,46,500.00 (Rupees Three Lakh Forty Six ThousandFive Hundred only).
2. Additional Charge of Rs.67,61,700.00 (Rupees Sixty Seven Lakh Sixty One Thousand Seven Hundred Rupees only).
3. Surface Rent =Rs.1894.00(Rupees One Thousand Eight Hundred Ninety Four only).
4. Contribution to EMF=Rs.17,325.00 (Rupees Seventeen Thousand Three HundredTwenty Five only).
5. Contribution to DMF=Rs.34,650.00 (RupeesThirty Four ThousandSix Hundredand Fifty only).
6. Dead Rent=Rs.55,230.00 (Rupees Fifty Five Thousand Two Hundred and Thirtyonly).
7. T.D.S. = Rs.1,44,345.98 (Rupees One Lakh forty Four ThousandThree Hundred forty Five and Ninety Eight Paisa only).
8. Besides these, the lessee has to pay the annual assessment of Income Tax and G.S.T as applicable before the appropriate authority and produce proof thereof to the lessor each year in respect of the period of the lease.

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

Mining Officer
Cuttack Circle, Cuttack

THE SEAL OF THE DISTRICT SUB-REGISTRAR CUTTACK

Registering Officer
CUTTACK

Digitally signed by
GOPABANDHU PARIDA
Date: 2026.01.07 18:06:57
+05:30

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

The Lessor hereby demises to the Lessee the land described in Part 1 of the Schedule hereunder written and delineated in the map hereunto annexed.

The said demised pieces of land shall be held by the lessee for a term of **4 (four) years** from **dt.24/08/2023.** This lease deed is hereby executed and registered under Indian Registration Act and Odisha Registration Manual, subject to the terms, convents, conditions hereinafter provided.

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

PART-I

The schedule above referred to Location and area of the lease

Village- Pratapnagari,PS-Sadar, G.P.- CMC Ward No. 58, Tah-Cuttack Sadar,Plot No. -1248,Khata No.- 1030, Kisam-Nadi, Area (in Hac.)- 5.26Hac, R.I. Circle- Telengapentha, District-Cuttack, Odisha.

Bound by the co-ordinates

N20^0 23'35.228", E85^{0}52'19.583"

N20^0 23'38.304", E85^{0}52'13.160"

N20^0 23'29.848", E85^{0}52'11.120"

N20^0 23'26.619", E85^{0}52'16.732"

Herein called as "Said lands"

PART- II

Terms and conditions of the 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 been 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 course 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.

Sanjeet Sahoo 26/12/2025
Mining Officer
Cuttack Circle, Cuttack

26/12/2025

26/12/2025

Registering Office
CUTTACK

(4) The lessee shall commence quarrying operations within three months from the date of execution of the lease deed which shall be carried on in a proper, skillful 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 to 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:

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 concessionaires 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 or 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 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:—

(a) 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.

(b) Fifty meters from any tank, canal, road (other than a National or State Highway or other public works or buildings or inhabited

Sambit Sahoo
Mining Officer 26/12/2025
Cuttack Circle, Cuttack

Property on Rent only
26/12/2025

Tushar Kumar Sengupta
26/12/2025

Registering Officer
CUTTACK

sites), except under in 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) or (b) of sub-rule 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:

11. 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.

12. 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.

13. 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.

14. The lessee shall obtain permission of the competent authorities of the Forest Department, Odisha to carry on any operation in forest area.

15. The lessee shall abide by the provisions of all laws for the time being in force, relating to the working of quarries and matters affecting the safety, health and convenience of the persons employed for quarrying and of the public 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 late rite quarries.

16. 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.

17. 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.

18. 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

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rupees fifty thousand and may cancel the lease and forfeit the security deposit.

19. 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.

20. 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 provisions of the Odisha Public Demands Recovery Act, 1962 for recovery of such dues.

21. The Controlling Authority shall have the right to pre-emption at current market rates over all minor minerals extracted or collected by the lessee and shall be indemnified by the lessee against the claims of any third party in respect of such minerals.

22. 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.

23. 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.

24. 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.

25. The lessee shall ensure proper maintenance of hill 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 hereunder from time to time.

26. The lessee shall carry out quarrying operation with appropriate environment safeguards and shall take such steps for reclamation and rising of plantations in the lease area in line with the prescriptions under rules 29 to 37 of the Granite Conservation and Development Rules, 1999.

27. 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.

Sambit Sahoo
Mining Officer 26/12/2025
Cuttack Circle, Cuttack

26/12/2025

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28. No rejected/off grade major mineral shall be removed on payment of royalty as minor mineral, under this rule.

29. The Competent Authority may include such other conditions in the lease deed with the approval of the Controlling Authority.

30. The lessee shall abide 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.

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, loading, transport and disposal of minor mineral/minerals leased (Sand in this case) in natural form.

2. To make roads, 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 or 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 or the officer authorized by him in this behalf and upon payment of royalty and fees for compensatory a forestation as may be specified.

3. The lessee shall undertake mining operation strictly in adherence to the approved mining plan, EC issued by the SEIAA and CTO issued by the RO, SPCB

4.

Sambit Sahoo
Mining Officer 26/12/2025
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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 mineral as may be deemed necessary.

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 prescribe.

3. For the purpose of computing the royalties, the lessee shall keep correct amount of minor mineral produced, stacked and removed from the lease area and submit a return to the Competent Authority and Director in Form K & Form P.

4. The lessee shall pay royalty in advance as per the OMMC Rules, 2016 (Amended up to 2023).

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 rent and royalties, also pay the contribution DMF & the EMF at the rate specified in the rules.

7. The lessee shall also pay the additional charges at the rate of Rs.**683/-** (Rupees Six HundredEighty Three only)per cubic meter.

8. The maximum quantity of sand allowed to be extracted for the rest of the lease period of the quarry lease shall be **9900**CuM. The lessee shall conduct Annual Replenishment Survey with the help of a RQP in accordance with the guidelines fixed by the SEIAA and submit the Annual Replenishment Survey report before the SEIAA, unfailingly before the stipulated time. The maximum quantity of sand allowed to be extracted for the subsequent years of the quarry lease shall be decided on the basis of the recommendation of SEIAA.

Part VII

Additional Mandatory Conditions

1. Mining of sand shall be carried out strictly on the basis of the Mining Plan and EC. In case the lessee seeks to carry out mining through mechanized means, he/she shall essentially seek

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modification of Mining Plan and subsequently the EC. Without the modification of Mining Plan and EC, the Lessee shall not be allowed to extract and load the sand through mechanized means.

2. The lessee shall obey the OMMC Rules 2016(Amended up to 2023) in its entirety and any amendments brought to the aforementioned rule from time to time.
3. Lessee shall unfailingly comply with the orders and instructions passed by the Competent Authority.
4. Violation of the provisions of the Mining Plan and EC may draw suspension of the lease. The competent authority may decide the lease in case of gross violation of the norms mentioned in the OMMC Rules 2016(Amended up to 2023), Approved Mining Plan, EC and CTO.
5. The lessee shall fix and maintain the boundary pillars unfailingly as per the approved Mining Plan and carry out mining strictly within the area of lease.

(For and on behalf of Governor of Odisha, in the presence of Witnesses)

Witnesses

Sambit Sahoo 26/12/2025
Mining Officer
Cuttack Circle, Cuttack

Signature of the Lessor

1. Pakhulanyak 26/12/2021
S/o. Mahadev nyak
At Prahaparagani
Bhanpur
Ctc
753011

Prakash Ch. Lenkary 26/12/2021

Signature of the Lessee

2. Tusha Kumar Sasmal 26/12/2021
S/o Chandan Sasmal
At Prafyap Nagar
Bhanpur
Ctc
753011

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