

BEFORE THE NATIONAL GREEN TRIBUNAL, SOUTHERN
ZONE, CHENNAI

Application No- 211 of 2021 (SN)

P.Palaniappan
S/o Ponusamy
Meenangudi, Masinaikenpatti Post
Salem - 636 103

... Applicant

-Vs -

The Ministry Of Environment,
Forest and climate change,
Rep BY its Under Secretary
3rd Floor, Prithivi Block,
Indira Paryavaran Bhawan,
Jorbagh Road, New Delhi-110 003 and others

... Respondents

Type Set Filed by 14th Respondent

Dated at Salem 30th July 2022

M/s Rm. Venkatesh
Umayal

Counsel for 14th Respondent
Mob-94444-04780

venkmanick1@gmail.com

- 19300



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10037 26.8.06 25000 04DD 261714
K. Selvakumar
Salem 4.

- U.கந்தசாமி
முத்திரைகள் விற்பனையாளர்
மா.சு.தலைவர் அலுவலக வளங்கல்
சேலம் - 1 (குத்திரை)
உரிமம் எண் : 2772/73.

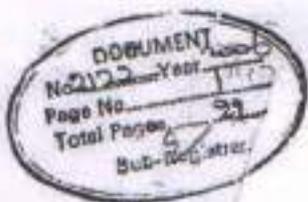
SANCTIONED IN THE DISTRICT COLLECTOR PROCEEDINGS ROC 607/
2006 /MINES-A/DATED 27-7-2006 FOR A PERIOD OF TEN YEARS.
APPENDIX-1

(See Rule 8 of Tamil Nadu Minor Mineral Concession Rules, 1959)

DEED OF LEASE FOR QUARRYING AND CARRYING AWAY MINOR
MINERALS BY PRIVATE PERSONS.

THIS INDENTURE MADE THIS 26th day of September 2006 between the Governor of Tamil Nadu (hereinafter referred to as "the lessor" which expression shall where the context so admits include his successors in office and assigns) on the one part and Thiru K.Selvakumar S/o.S. Kandasamy, residing at 197, Gokulakrishna Salai, L.I.C. Colony, Salem-4, Salem Taluk, Salem District (hereinafter called "the lessee" which expression shall where the context so admits include his heirs, executors, administrators, legal representatives and assigns) of other part.

K.S.K.T.T
LESSEE.



[Signature]
COLLECTOR
SALEM

2122
2006
Duplicate

Presented to the Office of the
Sub Registrar of Ayodhiyapattanam
and fee of Rs 5.00. Paid
between the hours of 3 and 4 pm
on the 5.10.06 by

Document No. 2122 of 2006
of Book 1 Contains 20
Sheets 1kt Sheet.

Asya
SUB REGISTRAR.

LEFT THUMB

K.S.K.T.T



Asya
SUB REGISTRAR.

Execution Admitted By,
LEFT THUMB

K.S.K.T.T

கே.எஸ்.கே.டி.டி
LVY 1375930



Identified by

[Signature]

சுயம் சாட்சியம்
சாட்சியம்

S. KANDASAMY S/o Late K.V. Subba Raddy
197, L.I.C. Colony, Opp to Salem New Bus Stand
Alagapuram, Salem - 636004.

D. Lavanya

Dr D. LAVANYA, D/o E. Duraiswamy,
-197, LIC Colony, Opposite to Salem New bus stand,
Alagapuram, Salem - 636004.

I have satisfied myself as to the execution
of this instrument by Thiru. N. Sathivanan IAS
- ex elector. S. S. S. S. S.
who is exempted from personal appearance
under section 89 (1) of the Registration
Act.

5th day of October 2006

Asya
SUB REGISTRAR.

Asya
Registered as No 2122 of 2006 of Book 1
Date 5.10.06

Asya
Sub-Registrar
Ayodhiyapattanam



Note: A copy Registered along with this
S/o
Ayodhiyapattanam
5.10.2006



100 38 26-8-06 25000 04DD 261715

K. Anandani
Bhubly

U.கந்தசாயி
முத்திரைதான் விற்பனையாளர்
மா.க.தலைவர் அலுவலக வளாகம்
சேலம் - 1 (தமிழ்நாடு)
உரிமம் எண் : 2772/73.

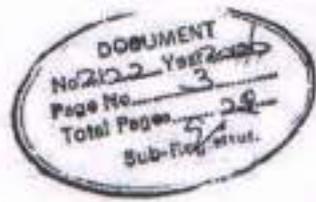
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WHEREAS the lessee has applied to/has been the successful bidder in a public auction conducted by the Government of Tamil Nadu (hereinafter referred to as " the Government " for a lease of lands in the Tender-cum-auction in Salem District for the purpose of mining for Roughstone, Cutstone, Chakkai, Jelly and has deposited with the Collector of Salem District the sum of Rs.1,02,700/- remitted at State Bank of India, Salem on 28-8-2006 as security for the due and faithful performance by the lessee of the covenants and conditions on the part of lessee hereinafter contained.

AND WHEREAS the lessor has agreed to grant the lessee, a lease of the lands and premises here in after described.

K.S.K-17
LESSEE.

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COLLECTOR
SALEM





8513 25 8 06 2007 06AA 973564

K. S. K. T. T. Bhusi

B. LITIGIOUS DOCUMENTS
 (LITIGIOUS AND NON-LITIGIOUS)
 UNDER THE INDIAN DOCUMENTS ACT, 1900
 Code - 1. 2007
 No. 11100/07

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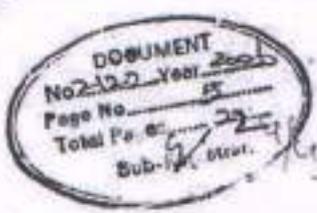
(3) Generally to do all things which shall be convenient or necessary for getting the Roughstone, Cutstone, Chakkai and Jelly and materials hereby authorized to be got and removing and disposing thereof as aforesaid.

3. There are excepted from and reserved to the lessor out of this demise-

(1) All earth minerals and other substances not hereinbefore expressly authorized to be got from the demised lands by the lessee.

(2) Liberty for the lessor or other persons authorized by him to search for, work, get, carry away and dispose of the excepted minerals and other substances and for such purposes to have the right of ingress, egress and regress over the said demised pieces of lands and to make erect and use all pits, machinery, buildings, roads and other necessary works and conveniences provided that the rights hereby reserved shall be exercised in such a way as to cause as little obstruction as possible to the lessee in the use and enjoyment of his rights hereunder and that reasonable compensation for damages caused by any such obstruction shall be paid to the lessee the amount thereof in the case of difference to be settled by arbitration as hereinafter provided.

K. S. K. T. T.
 LESSEE.



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 COLLECTOR
 SALEM

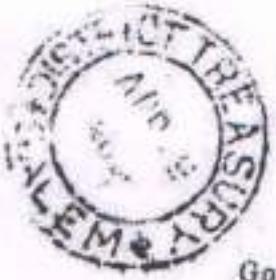


तमिलनाडु TAMILNADU 8515 25.5.06 1000/-

K. Sankar Ganesh
Shro 4

724342

ந. பாகவதாராணா
 குடிநிலை தரம் கட்டுப்பாட்டி
 மாவட்ட பதிவுகள் அலுவலர்
 கோலம் - 1, தமிழ்நாடு
 தொலைபேசி: 31100/8



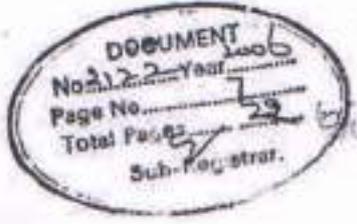
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 6.

Provided that the seigniorage fee shall be levied at the rates fixed by the Government from time to time.

6. The lessee hereby covenants with the lessor as follows:-

- (1) To pay the assessment, cess and seigniorage fee or dead rent whichever is greater, on the days and in the manner aforesaid.
- (2) To bear, pay and discharge all existing and future rates, taxes, assessment, duties, impositions, outgoing and burdens whatsoever imposed or charged upon the demised premises or the produce thereof or the land assessment, the cess and the seigniorage fee hereby reserved or upon the owner or occupier in respect thereof or payable by either in respect thereof except such charges or impositions as the lessee is or may hereby be by law exempted from.
- (3) Before digging or opening any part of the said demised pieces of land for Roughstone, Cutstone, Chakksi and Jelly carefully remove the surface soil to a depth of at least one metre and lay aside and store the same in some

K. SANKAR
 LESSEE.



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 COLLECTOR
 SALEM



तमिलनाडु TAMILNADU

8516 25.06.2006 1000/-
K. S. K. R. T.
Stn 4.

724343



b/w
15/4

தலைப்பிரிவுமன்றம்
தலைவர் அலுவலகம்
மாவட்ட பதிவரை அலுவலகம்
கோடம் - 1, தமிழ்நாடு.
உரிமை எண்: 31100/87.

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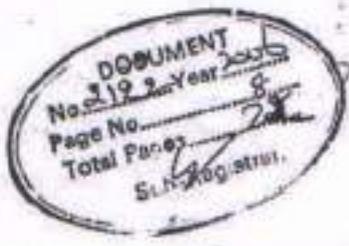
convenient part of the said demised piece of land until the land from which it has been removed is again restored to a state, fit for cultivation as hereinafter provided.

(4) To effectually fence off the same demised pieces of land from the adjoining lands and to keep the fences in good repairs and condition.

(5) Not to assign underlet or part with the possession of the demised premises or any part thereof without the written consent of the lessor first obtained.

(6) After working out any part of the said demised pieces of land forthwith to level the same and replace the surface soil thereof and slope the edges where necessary so as to afford convenient connection with the adjoining land.

K.S.K.R.T.
LESSEE.



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COLLECTOR
SALEM



तमिलनाडु TAMILNADU 8517 25-6-06 1000 रु
 K. Anandani
 8/10/4 724344

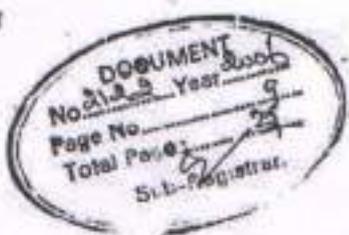


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ந. பாலசுப்பிரமணியன்
 முதுகிதா தலை உத்யோகஸ்தர்,
 மாவட்ட பதிவுகள் அலுவலகம்
 கோவை - 1. தமிழ்நாடு
 சமீபம் எண்: 31100/87

(7) That the lessee shall keep correct accounts in such form as the Collector shall from time to time require and direct showing the quantities and other particulars of the mineral obtained by the lessee from the said lands and also the number of persons employed in carrying on the said mining operations therein and shall from time to time when so directed by the Collector prepare and maintain complete and correct plan of all mines and workings in the said lands and shall allow, any officer thereunto authorized by the Government from time to time and at any time, to examine such accounts and any such plans and shall when so required supply and furnish to the Government all such information and returns regarding all or any of the matters aforesaid the Government shall from time to time require and direct.

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 LESSEE.



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 COLLECTOR
 SALEM



तमिलनाडु TAMILNADU 8519 25.8.76 100 रु B 782762

K. S. K. T. LESSEE

Handwritten signature and official stamp of the Collector, Salem. The stamp includes the text: 'B. LITON...', 'Collector, Salem', and '31100/87'.

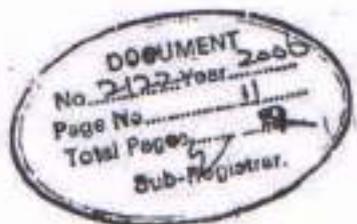
(9) That the lessee shall not without the express sanction in writing of the collector cut down or injure any timber or trees on the said lands but he may clear away bush wood or undergrowth which interferes with any operations authorized by these presents.

(10) That if the lands shall be used for any purpose other than mining for Roughstone, Cutstone, Chakkai and Jelly or if they are not at any time used for the said purpose the lessor shall be at liberty to terminate the lease without notice.

(11) That this lease may be terminated in respect of the whole or any part of the premises by six months notice in writing on either side.

(12) That on such determination the lessee shall have no right to compensation of any kind.

K. S. K. T.
LESSEE.



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तमिलनाडु TAMILNADU 8518 25-8-06 100 रु
 K. Arivudani
 B Subp

B 782761



ந. பாலசுப்பிரமணியன்
 முத்தியூர் அரசு விநியோகமன்றம்,
 மாவட்ட பதிவகம் தலைவலகம்
 செலவு - 1. ரூபிடு 300.
 உரிமை எண்: 31100/87

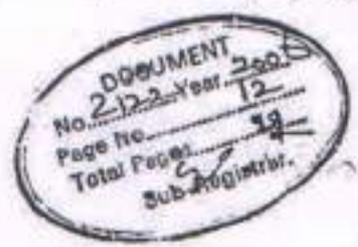
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(13) That the land assessment, cess and seigniorage payable under these presents shall be recoverable under the provisions of the Tamil Nadu Revenue Recovery Act, 1864 (Tamil Nadu Act II of 1964) or any subsisting statutory modification thereof.

(14) At the determination of the lease, to deliver up the demised premises in such condition as shall be in accordance with the provisions of these presents save that the lessee shall, if so required by the lessor, restore in manner provided by the foregoing covenant in that behalf the surface of any part of the land which has been occupied by the lessee for the purpose of the works hereby authorized and has not been so restored.

(15) That the lessee shall abide by the conditions laid down in the payment of Wages Act, 1936 (Central Act IV of 1936), the Mines Act, 1952 (Central Act XXXV of 1952) and Indian Explosives Act, 1884 (Central Act IV of 1884), and

K. S. K. T. T.
 LESSEE



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 COLLECTOR
 SALEM

7. The lessor hereby covenants with the lessee that the lessee paying the land assessment, the cess and the seigniorage fee hereby reserved and observing and performing the several covenants and stipulations on the part of that lessee herein contained shall peacefully hold and enjoy the premises, liberties and powers hereby demised and granted during the said term without any interruption by the lessor or any persons rightfully claiming under or in trust for him.

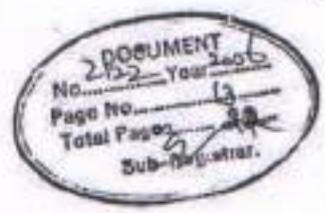
8. It is hereby further agreed between the parties as follows:-

(1) If any part of the land assessment, cess or seigniorage hereby reserved shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if the lessee becomes insolvent or if any covenant on the lessee's part herein contained shall not be performed or observed, then and any of the said cases it shall be lawful for the lessor at any time thereafter to declare the whole or any part of the said security deposit of Rs.1,02,700/- to be forfeited and also to re-enter upon the demised premises or any part thereof and thereupon the demises shall absolutely determine but without prejudice to the right of any other action of the lessor in respect of any breach of non/observance of the lessee's covenants herein contained.

(2) At the determination of the lease, the lessee shall at liberty to remove, carry away and dispose of all the stock Roughstone, Cutstone, Chakkai and Jelly ready for deliver on the last day of the lease period (i.e., 21 - 9 - 2016) and all engines, machinery, plant, articles and things whatsoever (not being building or brick or stones), the lessee first paying any land assessment, cess and seigniorage and other sums which may be due and performing and observing the covenants on his part hereinbefore reserved and contained and also making good any damage done by such removal but any buildings which shall be erected on the said demised pieces of lands by the lessee and left thereon at the determination of lease shall be the absolute property of the lessor who shall not be bound to pay any price for the same.

K. S. K. T. T.
LESSEE

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COLLECTOR
SALEM



(3) If the lessee shall have paid the land assessment, cess and seigniorage due to the Government and duly reserved and performed the covenants and conditions on his part herein contained, the said deposit of Rs.1,02,700/-shall be returned to him at the expiration of the said term of ten years.

(4) Should any question or dispute arise regarding an agreement executed in pursuance of these rules or any matter or thing connected therewith or the powers of the registered holders there under the amount or payment of the seigniorage fee or area assessment made payable thereby the matter in issue shall be decided by the Director of Geology and Mining. In case the registered holder/registered holders, lessee/lessees, is/are not satisfied with the decision of the Director of Geology and Mining, the matter shall be referred to the State Government for decision.

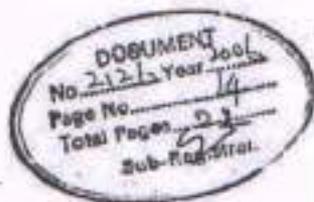
9. If the lessee is in occupation of the lease-hold area after the expiry of the period for which the lease has been granted or renewed or after the determination of the lease, the lessee shall be deemed to be in unlawful possession of the said area and he shall be liable to eviction from the lease hold area in addition to being liable to be charged at double the rate of the lease amount or bid amount, as the case may be, for the period of such occupation.

10. 1. The period of lease is from 22-9-2006. The seigniorage fee or dead rent, whichever is greater the area assessment and any other amount prescribed by the Government from time to time are to be paid by the lessee for every year of lease period, 3 months in advance without any notice any violation of this will end in automatic termination of lease.

2. The lease period shall expire on the afternoon of 21-9-2016. The lease shall not be renewed. Extension of lease shall not be granted under any circumstances.

3. The lessee shall hand over possession of the lease hold area to the Collector on the next day immediately after the expiry of the lease by filing an affidavit to the above effect and shall obtain acknowledgement for handing over

K.S.K.T.T.
LESSEE.



[Signature]
COLLECTOR
SALEM

the affidavit from the office of the Collector. If the lessee is in possession of lease hold area after the expiry of the period of lease, it shall be deemed to be unlawful possession of the said land and shall be liable to be punished as provided in Rule 36-(A)(4) of Tamil Nadu Minor Mineral Concession Rules, 1959.

4. The lessee shall keep correct accounts showing the quantities and other particulars of all minerals obtained from the lease hold area, and maintain registers at the quarry site in the form notified in the Salem District Gazette Extraordinary No. 22, dated 15-6-2006.

5. The lessee shall send monthly report to the Assistant Director of Geology and Mining, Salem furnishing the particulars of the quantities of minerals quarried, transported, etc in the form notified in the Salem District Gazette Extraordinary No.22, dated 15-6-2006 before the 5th day of every month.

6. The lessee shall not disturb nearby habitations, building, water courses, banks of water tanks, rivers, trees, roads, cart tracks, foot path and other public properties while quarrying in the lease hold area.

7. The lessee shall not cause hindrance to the adjoining pattadars or public while quarrying in the lease hold area.

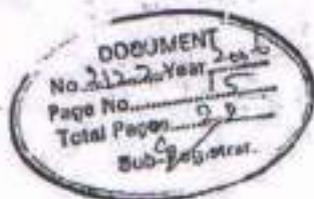
8. A safety distance of 300 meters to the nearby habitation 50 meters from the roads, Railway and Electric & Telephone lines and 10 meters to foot paths, village road should be left while quarrying.

9. The lessee should allow the District Collector or any officer authorized by the District Collector in this behalf or any other officer authorized by the State Government in this behalf to inspect the area and verify records and accounts and furnish such information under the terms as may be required by them.

10. The lessee shall carry out the quarrying operations in skilful, scientific systematic manner keeping in view of the proper safety of the labourer conservation of minerals and preservation of environment and ecology.

K.S.K. T
LESSEE.

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COLLECTOR
SALEM



11. The lessee shall allow any officer authorized by the District Collector and Director of Geology and Mining to enter upon the area and inspect for the purpose mentioned in conditions (4) and (10) above and also carry out the directions issued to the satisfaction of the above said.

12. The lessee should restrict his mining operation strictly within the permitted area as defined in the sketch.

13. The lessee should maintain at his cost proper sign boards indicating the survey numbers, years of the lease, name of the lessee and the lease period to the satisfaction of the District Collector/Director of Geology and Mining and maintain it at all time at the quarry site. The sign board should be in the form notified in Salem District Gazette Extraordinary No.22, dated 15-6-2006.

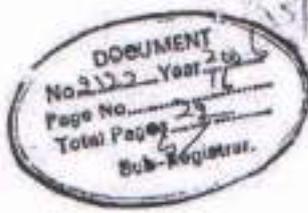
14. No working shall be made within a distance of 7.5 meters of the boundaries of the permitted area as per rule 111 of Metalliferous Mines Regulation, 1961.

15. The lessee should make his own arrangements to form the approach road from the public road to the place of the quarry.

16. The lessee shall, at his own expense, erect boundary marks around the area shown in the plan annexed to the lease deed and in which he works minerals and at all times maintain and keep such boundary marks in good repair.

17. The lessee shall remove, or allow removal and transportation of Roughstone, Cutstone, Chakkai and Jelly from the area, where quarrying is permitted only after obtaining bulk transport permit and facsimiled despatch slips in the forms prescribed in Appendices XII and XIII to Tamil Nadu Minor Mineral Concession Rules, 1959 from the officer authorized in this behalf by the District Collector. The lessee or his men in turn shall issue the facsimiled despatch slips to the vehicles used for removal or transportation of the Roughstone, Cutstone, Chakkai and Jelly furnishing the particulars in the despatch slips specifically indicating the vehicle number, the quantity of the Roughstone, Cutstone, Chakkai and Jelly allowed to be transported by the vehicle by using that despatch slip and

K-S K-7
LESSEE



[Handwritten Signature]
COLLECTOR
SALEM

the time of issue of the despatch slip to the vehicle. All the vehicles used for transporting Roughstone, Cutstone, Chakkai and Jelly from the said lands shall be in possession of individual despatch slips for the quantity of the Roughstone, Cutstone, Chakkai and Jelly available in the vehicle at the times of transportation of the Roughstone, Cutstone, Chakkai and Jelly by the vehicle.

18. The lessee shall use the said lands only for the purpose of quarrying Roughstone, Cutstone, Chakkai and Jelly specified in the quarrying lease. If any error or wrong description of the mineral is found in the order granting the quarrying lease or in the lease deed, it is liable to be corrected at any time and the lessee shall not claim any right whatsoever based on any such error or wrong description of the mineral found in the order granting quarrying lease or in the lease deed.

19. The lessee should not quarry stones in BLOCKS which can be used for polishing and export purposes.

20. If any mineral not specified in the lease deed is discovered the lessee shall not win or dispose of such mineral without obtaining the permission of the authority empowered to grant lease for quarrying of the discovered mineral and without payment of seigniorage fee. If the lessee fails to intimate the Collector the discovery of such new minerals within a period of 30 days from the date of discovery of the mineral, the Collector may levy enhanced seigniorage fee upto 15 times of ordinary seigniorage fee.

21. The lessee is not entitled to remove the Roughstone, Cutstone, Chakkai and Jelly from the said land after expiry of the period of the quarrying lease granted.

22. The lessee shall not keep in the lease hold area any engine, machinery, plant, articles or things whatsoever after the expiry of the lease period any they shall be removed on the last day of the lease.

23. The lease shall not be sublet to anybody.

K.S.K.T.T
LESSEE

[Signature]
COLLECTOR
SALEM



24. The lessee shall not claim compensation from the Government for the losses, if any incurred by him in quarrying.

25. The lessee shall be held responsible for accidents if any happened to the labourers and others while quarrying and Government shall not be held responsible for this.

26. The lessee shall be held responsible for all losses due to improper working of the quarry during and after the period of lease and he should pay the penalty to be levied for this.

27. Simple interest at the rate of 24% per annum shall be levied. If the amount due to Government is not paid within the due date.

28. The arrears of any amount payable shall be recovered under the provisions of the Tamil Nadu Revenue Recovery Act, 1864.

29. In case of breach by the lessee or his transferee or assignee of any of Tamil Nadu Minor Mineral Concession Rules, 1959 or of the conditions of the lease, the Government/the Director of Geology and Mining/ the District Collector without prejudice to any other penalty which may be imposed in respect of such breach, may cancel the lease after granting an opportunity of hearing to the said person.

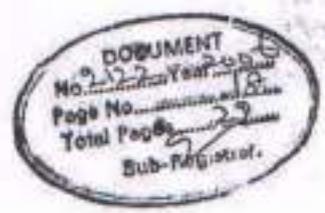
30. The terms and conditions are also subject to such further modifications, deletion and additions alteration as may be ordered by the Government from time to time.

31. The lessee shall comply with provisions of labour laws applicable to quarries/mines. Any contravention of this provision shall attract legal proceedings of appropriate authority.

32. The lessee shall strictly comply with the provisions of labour legislations such as:-

1. Minimum Wages Act, 1948 and Central Rules, 1950.
2. Payment of Wages Act, 1936 and Mines Rules, 1955.
3. Equal Remuneration Act and Central Rules, 1976.
4. The Indian Explosives Act, 1884 (Central Act IV of 1884).

K. S. K. 17
LESSEE



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COLLECTOR
SALEM

33. With regard to the safety of the public property the lessee is also hereby expressly bound by the relevant regulations of " the Metalliferous Mines Regulations 1961" and the lessee shall be responsible for non-compliance and consequential eventuality.

34. Besides, the above said conditions, the lessee shall abide by the conditions laid down in District Collector's Salem Proceedings Roc.607/2006/ Mines-A/ dated 27-07-2006 in Tamil Nadu Minor Mineral Concession Rules, 1959, Mines and Minerals (Development and Regulation) Act, 1957 and the orders of the Government, Director of Geology and Mining and District Collector to be issued from time to time.

36. The lessee should not employ Child labours in stone quarry work.

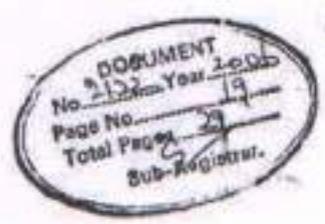
SCHEDULE

- 1. Name of the District : Salem
- 2. Name of the Taluk : Valapadi
- 3. Name of the Village : Masinsickenpatty
- 4. Name of the Sub Registration District : Ayothiapattanam
- 5. Lease period : Ten years
From 22-9-2006 to 21-9-2016.

Survey Number	Extent in hectares	Area Assessment Rs. P.	BOUNDARIES			
			North By S.No.	South By S.No.	East By S.No.	West By S.No.
199/1	3.00.0	Rs.100/- Per year Per hectare.	199/10 199/11 199/24	199/1 199/11	199/1 199/11	199/1 199/11
Total	3.00.0					

K.S.K.T.T
LESSEE.

[Signature]
COLLECTOR
SALEM



IN WITNESS where of the Collector of Salem District acting for and on behalf of and by the order and direction of the Governor of Tamil Nadu and Thiru K.Selvakumar S/o.S. Kandasamy, residing at 197, Gokulakrishna Salai, L.I.C. Colony, Salem-4, Salem Taluk, Salem District have hereunto set their respective hands.

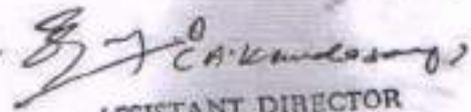
K-S-K-T-T

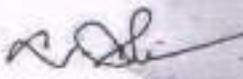
LESSEE.

Signed by the above named in the presence of.

19/11/06

COLLECTOR
SALEM

1. 
ASSISTANT DIRECTOR
Dept. of Geology & Mining,
SALEM - 636 007.

2. 
Special Tahildar
(Mines) Salem.

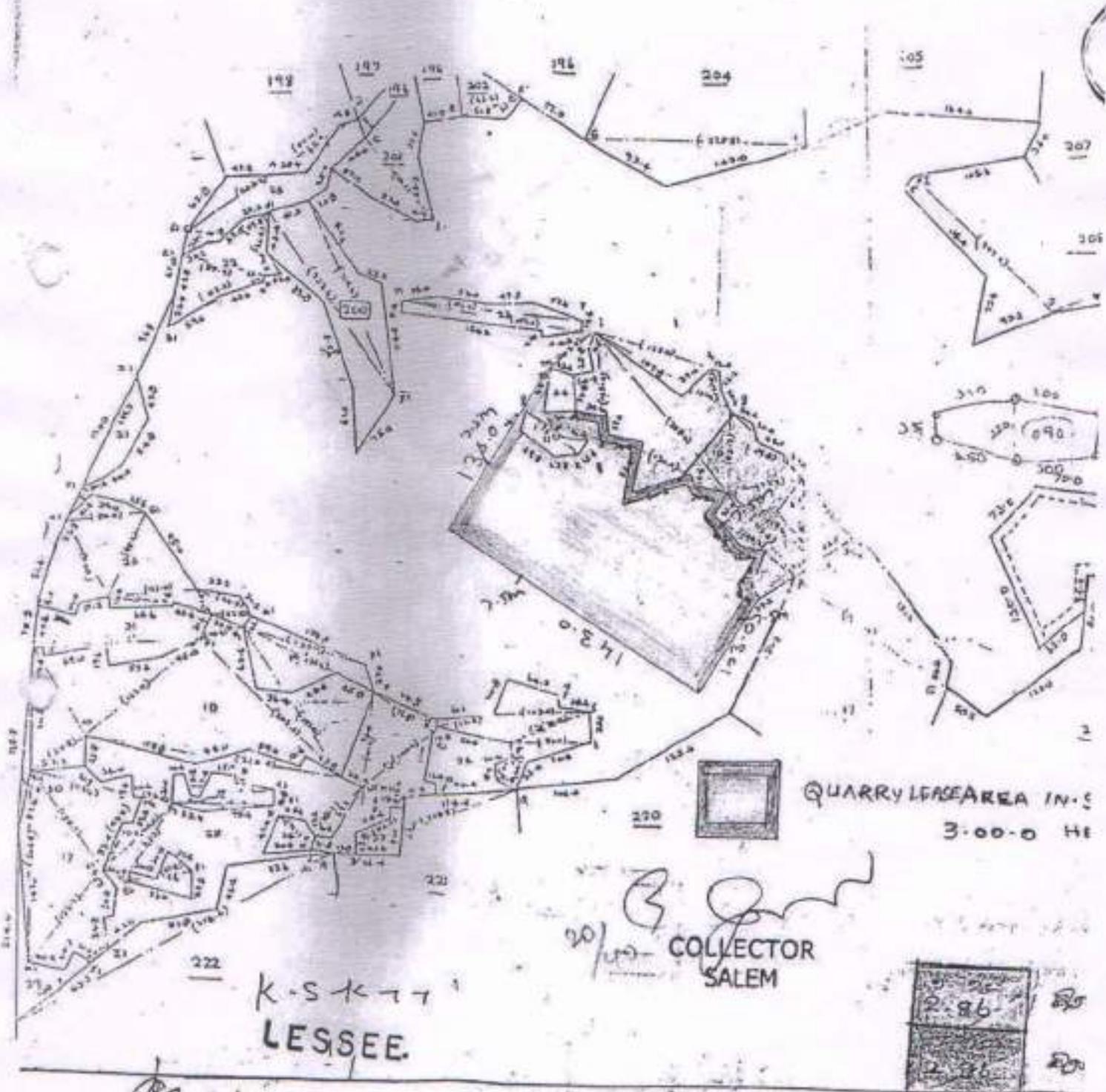
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Page No. 20
Total Pages 29
Sub-Registrar.



பாதிக்கலம் : சென்னை
பெயர் : சீரணி

பேரம் {
பகுதி : 46
பெயர் : 108
பகுதி : 108

புது தண்டி. 199



TP/2543324/2018

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 15000

पन्द्रह हजार रुपये

FIFTEEN THOUSAND RUPEES

Rs. 15000



தமிழ்நாடு தமிழ்நாடு TAMILNADU

132966/6.12.2017/1513000/

D. லாவண்யா
செவ்வகம் 4

A 663320
K.S. [Signature]
Sub Collector, Salem - 5424-5-97

APPENDIX - IV
(See Rule 19 (A) and 22)

FORM OF AGREEMENT FOR QUARRYING AND CARRYING AWAY MINOR MINERALS FROM RYOTWARI LANDS IN WHICH THE MINERALS BELONG TO THE GOVERNMENT

SANCTIONED IN THE PROCEEDINGS OF THE DISTRICT COLLECTOR, SALEM Boc. 521/2016/MINES-A DATED: 30-11-2017 FOR A PERIOD OF THREE YEARS FOR QUARRYING GRAVEL AND FOR FIVE YEARS FOR QUARRYING OF ROUGHSTONE/BLK.Y.

AGREEMENT made this 30th day of January 2018 between Tmt. D.Lavanya W/o.Selvakumar, Door No.141/56, V.M.R Nagar, Meyyanur, Salem-636 004 (hereinafter referred to as "the registered holder" which term shall include in these presents where the context so admits include also his heirs, executors, administrators, legal representatives and assigns) of the one part and the Governor of Tamil Nadu (hereinafter called " the Government " which term shall where the context so admits, include also his successors in office and assigns) of the other part.

WHEREAS the registered holder holds (amongst others) the lands described in the schedule hereunder written (hereinafter referred to as the said lands).

D. Lavanya
LESSEE

DOCUMENT NO. 258 OF 2018 OF BOOK CONTAINING 22 SHEETS 1 SHEET
SUB-REGISTRAR

[Signature]
LESSOR
COLLECTOR
SALEM



38967/6.12.17/1000/-

D. சுவாமிநாதன்
840016-4

AS 980562
 K. R. K.
 Collector of Stamps
 Salem District
 Salem, Tamil Nadu
 636 001

-2-

[AND, WHEREAS, the registered holder has made application to the Collector of the district of Salem (hereinafter referred to as " the Collector ") seeking grant of quarrying lease for quarrying Roughstone-Jelly/gravel in the said lands and to deposit mining waste in the said lands and has lodged with the Collector an accurate map or sketch of the said lands;

AND, WHEREAS, the Collector, acting for and on behalf of the Government has granted a quarrying lease to the registered holder and allowed him to commence quarrying operations for Roughstone-Jelly/gravel in the said lands and to deposit mining waste thereon by the registered holder,]

AND WHEREAS, the registered holder has deposited with the Collector, the sum of Rs.5,000/- remitted at State Bank of India, Salem on 06-12-2017 as security against any loss or damage which may be incurred by the Government by reason of any of the said lands being rendered unfit for cultivation by any mining operations therein of the registered holder or by the deposit of mining waste thereon by the registered holder.

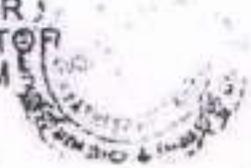
D. Swaminathan

LESSEE

DOCUMENT NO 156 OF 2017 OF BOOK
 CONTAINS 22 SHEETS 2 SHEET
 SUB REGISTRAR

B. S. S.

LESSOR,
COLLECTOR
SALEM





தமிழ்நாடு TAMILNADU

38969/6.12.17/RS1000/-

D. வளவண்ணா
85002-4

AS 986564

K. S. S. S. S.
 உதவி கலெக்டர், சாலை
 உறுதி எண். 5424-5 / 97
 த.நாடு அரசு, சாலை.

-4-

3. The registered holder shall and will keep correct accounts in such form as the Collector shall from time to time required and direct showing the quantities and other particulars of all minerals obtained by the registered holder from the said lands and also the number of persons employed in carrying on the said mining operations therein and shall from time to time when so directed by the Collector prepare and maintain complete and correct plans of all mines and working in the said lands and shall allow any officer hereunto authorised by the Commissioner/Director of Geology and Mining, Tamil Nadu from time to time and at any time to examine such accounts and any such plans and shall when so required supply and furnish all such information and returns regarding all or any of the matter aforesaid as the Government shall, from time to time, require and direct.

4. The registered holder shall and will at all times allow any officer authorized by the Commissioner/Director of Geology and Mining, Tamil Nadu in that behalf to enter upon any part of the said lands where any mining operations may be carried on for the purpose of inspecting the same.

D. [Signature]
LESSEE

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 SUB-REGISTRAR

[Signature]
**LESSOR
 COLLECTOR
 SALEM**
 5/97



தமிழ்நாடு தமில்நாடு TAMILNADU

38970/6.12.17/ Rs 500/.

D.லாஜலக்ஷ்மி
பேலூர் 45.

AS 628321

க.ச.என்.சி.பி.
முத்தியலகம் அலுவலகம்
ச.சி.எம்.பி. 642-5/97
சென்னை-45

- 5. The registered holder shall forthwith send to the District Collector a report of any accident which may occur at or in the said lands and also of the discovery of any mineral other than Roughstone-Jelly and gravel (here enter the mineral already specified in the notice given by the registered holder).
- 6. It shall be lawful for the registered holder at any time to cease mining operations under these present provided he shall pay to Collector for and on behalf of the Government land assessment, cess and seigniorage due to the Government and shall restore the said lands or fence or fill in abandoned pits and excavations therein if required by the Collector and upon his so doing these presents shall cease and determine.
- 7. In case the registered holder shall relinquish the whole or any part of the said lands or in case of the expiry or sooner determination of this agreement then and in any such case, he shall restore the lands so relinquished or so much thereof as the Collector shall require to be restored to a state fit for cultivation or shall securely and

D. Lakshmi

LESSEE

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SUB REGISTRAR

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COLLECTOR
SALEM.



permanently fence or fill in all such abandoned pits and excavations there in as the Collector shall require to be so fenced or filled in, and in case the registered holder shall fail or neglect to restore any such land which he shall be required to restore to a state fit for cultivation or to so fence or fill in any such abandoned pit, or excavation which he shall be required to so fence, or fill in them and in any such case, it shall be lawful for the Collector to so restore any such lands, or as the case may be to so fence or fill any such pits or excavation at the expense of the registered holder and to apply the said sum of Rs.5,000/- so deposited in or towards the cost of so doing and to deduct from the amount of the said deposit and retain on behalf of the Government a sum equal to thirty times the assessment of the said lands which shall have been rendered unfit for cultivation. If however, the amount of deposit is not sufficient to cover the cost of such restoration of fencing or filling in or to meet thirty times the assessment on the area rendered uncultivable, it shall be lawful for the Government to recover the balance by resort to civil court.

8. The registered holder shall not be entitled to any remission of assessment in respect of any of the said lands which shall be rendered unfit for surface cultivation by the carrying on of any mining operations or by the deposit of mining waste, unless thirty times the assessment thereon has already been deducted under the preceding clause.

9. The registered holder shall not assign, lease or part with the possession of the said lands or any part thereof for the whole or any part of the said term without previous intimation in writing to the Collector.

10. If the registered holder does not intend to carry on mining operations himself, but intends to lease out the right to do so to another person the registered holder and his lessee shall enter into an agreement with Government binding themselves jointly and severally to accept the conditions and stipulations herein contained which agreement shall be in the form set out in Appendix V to the Tamil Nadu Minor Mineral Concession Rules, 1959.

11. All land assessment, cess and Seigniorage payable under these presents shall be recoverable under the provisions of the Madras Revenue Recovery Act, 1864, as if they were arrears of land revenue.

12. In the even of any breach by the registered holder by any of the conditions of this agreement, it shall be lawful for the Government to levy enhanced Seigniorage or for the Collector to give notice in writing to the registered holder of his intention

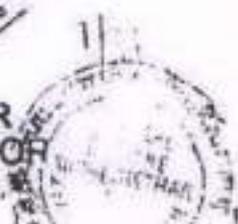
D. Devaraj

LESSEE

DOCUMENT No 75 OF 2018 OF BOOK 1
CONTAINS 22 SHEETS 6 SHEET

S. S. Srinivasan
SUB REGISTRAR

R. D. S.
LESSOR
COLLECTOR
SALEM.



to cancel these presents whereupon the same shall stand cancelled but without prejudice to any rights which the Government may have against the pattadar in respect of any antecedent claim or breach of covenant or condition.

13. Any notice to be given to the registered holder maybe addressed to his last known place of abode and where a notice has been so addressed it shall be deemed to have been duly served for the purpose of these presents.

14. Should any question or dispute arise regarding the agreement executed in pursuance of these rules or any matter or thing connected therewith or the powers of the registered holder there under, the amount or payment of the Seigniorage fee or area assessment made payable thereby, the matter in issue shall be decided by the Commissioner/Director of Geology and Mining. In case the registered holder/registered holders, lessee/lessees is/are not satisfied with the decision of the Commissioner/Director of Geology and Mining, the matter shall be referred to the State Government, for decision.

15. The registered holder shall abide by the conditions laid down in the payment of wages Act, 1936 (Central Act IV of 1936), the Mines Act, 1952 (Central Act XXXV of 1952) and the Indian Explosives Act, 1884 (Central Act IV of 1884).

16. (1) The lease period shall expire on the afternoon of 29th day of January 2021 for quarrying of gravel and the lease period should expire on the afternoon of 29th day of January 2023 for quarrying of Roughstone/jelly. The lease shall not be renewed. Extension of lease shall not be granted under any circumstances.

(2) The lessee shall keep accounts showing the quantities and other particulars of all minerals obtained from the lease hold area and maintain register at the quarry site.

(3) The lessee shall send monthly report to the Assistant Director of Geology and Mining, Salem furnishing the particulars of the quantities of minerals quarried, transported etc.,

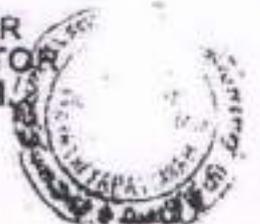
(4) The lessee shall not disturb nearby habitations, buildings, water courses, banks of water tanks, rivers, trees, roads, cart tracks, foot path and other public properties while quarrying in the lease hold area.

(5) The lessee shall not cause hindrance to the adjoining pattadars or public while quarrying in the leasehold area.

D. Devanjan

LESSEE DOCUMENT No 75 OF 20 (OF BOOK)
CONTAINS 22 SHEETS 7 SHEET
S. S.
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COLLECTOR
SALEM



(6) A safety distance of 300 meters to the nearby habitation, 50 meters from the roads, railway and electric and telephone lines and 10 meters to footpaths, village road should left while quarrying.

(7) The lessee should allow the District Collector or any officer authorised by the District Collector in this behalf or any other officer authorised by the State Government in this behalf to inspect the area and verify records and accounts and furnish such information under the terms as may be required by them.

(8) The lessee shall carry out the quarrying operations in skilful, scientific systematic manner keeping in view of the proper safety of the labour conservation of minerals and preservation of environmental ecology.

(9) The lessee shall allow any officer authorised by the District Collector and Commissioner of Geology and Mining to enter upon the area and inspect for the purpose mentioned in conditions (2) and (8) above and also carry out the directions issued to the satisfaction of the above said authorities.

(10) The lessee should restrict his mining operations strictly within the permitted area as defined in the sketch.

(11) The lessee should maintain at his cost proper sign boards indicating the Survey Number, years of the lease, name of the registered holder and the lease period to the satisfaction of the District Collector/Commissioner/Director of Geology and Mining and maintain it at all time at the quarry site.

(12) No working shall be made within a distance of 7.5 meters of the boundaries of the permitted area as per Regulation 111 of Metalliferrous Mines Regulations 1961.

(13) The lessee should make his own arrangements to form the approach road from the public road to the place of the quarry.

(14) The lessee shall, at his own expense, erect boundary marks around the area shown in the plan annexed to the lease deed and in which she works minerals and at all times maintain and keep such boundary marks in good repair.

(15) The lessee shall remove, or allow and transportation of Roughstone-Jelly /gravel from the area, were quarrying is permitted only after obtaining bulk transport permit and facsimiled despatch slips in the forms prescribed in Appendices XII and XIII to Tamil Nadu Minor Mineral Concession Rules, 1959 from the officer authorised in this behalf by the District Collector. The lessee or his men in turn shall issue the facsimiled despatch slips to the vehicles used for removal or transportation

D. devanjan

LESSEE DOCUMENT No 258 OF 2018 OF BOOK 1
CONTAINS 22 SHEETS 8 SHEET

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DISTRICT COLLECTOR

[Signature]
LESSOR COLLECTOR SALEM

of the Roughstone-Jelly/gravel furnishing the particulars in the despatch slips specifically indicating the vehicle number, the quantity of the Soil allowed to be transported by the vehicle by using that despatch slips and the time of issue of the despatch slip to the vehicle. All the vehicles used for transporting Roughstone-Jelly/gravel from the said lands shall be in possession of individual despatch slips for the quantity of the Roughstone-Jelly/gravel available in the vehicle at all the times of transportation of the Roughstone-Jelly/gravel by the vehicle.

(16) The lessee shall use the said lands only for the purposes of quarrying Roughstone-Jelly/gravel specified in the quarrying lease. If any error or wrong description of the mineral is found in the order granting the quarrying lease or in the lease deed, it is liable to be corrected at any time and the registered holder/lessee shall not claim any right whatsoever based on any such error or wrong description of the mineral found in the order granting quarrying lease or in the lease deed.

(17) If any mineral not specified in the lease deed is discovered the registered holder shall not win or dispose of such mineral without obtaining the permission of the authority empowered to grant lease for quarrying of the discovered mineral and without payment of seigniorage fee. If the lessee fails to intimate the Collector the discovery of such new minerals within a period of 30 days from the date of discovery of the mineral, the Collector may levy enhanced seigniorage fee upto 15 times of ordinary seigniorage fee.

(18) The lessee is not entitled to remove the Roughstone-Jelly/gravel from the said land after expiry of the period of the quarrying lease granted.

(19) The lessee shall not keep in the lease hold area any engine, machinery, plant, articles or things whatsoever after the expiry of the lease period and they shall be removed on the last day of the lease.

(20) The lease shall not be sublet to anybody.

(21) The lessee shall not claim compensation from the Government for the losses, if any incurred by him in quarrying.

(22) The lessee shall be held responsible for accidents if any happened to the labourers and other while quarrying and Government shall not be held responsible for this.

(23) The lessee shall be held responsible for all losses due to improper working of the quarry during and after the period of lease and he should pay the penalty to be levied for this.

D. D. [Signature]

LESSEE

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LESSOR
COLLECTOR
SALEM

(24) Simple interest at the rate of 24% per annum shall be levied, if the amount due to Government is not paid within the due date.

(25) The arrears of any amount payable shall be recovered under the provisions of the Tamil Nadu Revenue Recovery Act, 1864.

(26) In case of breach by the lessee or his transferee or assignee of any of Tamil Nadu Minor Mineral Concession Rules, 1959 or of the conditions of the lease, the Government / the Commissioner / Director of Geology and Mining / the District Collector without prejudice to any other penalty which may be imposed in respect of such breach, may cancel the lease after granting an opportunity of hearing to the said person.

(27) The terms and conditions are also subject to such further modifications, deletion and additions alteration as may be ordered by the Government from time to time.

(28) The lessee shall comply with provisions of labour laws applicable to quarries/mines. Any contravention of this provision shall attract legal proceedings of appropriate authority.

(29) The lessee shall strictly comply with the provisions of labour legislation's such as:-

1. Minimum Wages Act 1948 and Central Rules, 1950.
2. Payment of Wages Act 1936 and Mines rules, 1955.
3. Equal Remuneration act and Central Rules, 1976.
4. வெடிபொருள் சட்டம் 1864-ல் தெரிவிக்கப்பட்ட சரத்துக்கள் படி வெடிபொருளை உபயோகித்து சுற்கள் வெளியே சிதறாமலும், சத்தம் அதிகம் ஏற்படாமலும், பொது மக்களுக்கும், கால்நடைகளுக்கும், எவ்வித பாதிப்பும் இன்றியும் கல் குவாரி பணி செய்யப்பட வேண்டும்.
5. வெடிபொருள்கள் அரசு உரிமை பெற்ற விற்பனைதாரரிடம் மட்டுமே பெற்று வெடிப்பதற்கு உரிய/ அங்கீகாரம் பெற்ற வெடிப்பாளர்களின் (Blaster/Mines mate) கொண்டு கல் குவாரியில் வெடி வைத்து பாறை உடைக்கப்பட வேண்டும்.

(30) With regard to the safety of the public property the lessee is also hereby expressly bound by the relevant regulations of "the Metalliferrous Mines Regulations 1961" and the lessee shall be responsible for non-compliance and consequential eventuality.

D. devarajan

LESSEE DOCUMENT No 258 OF 2018 (PDF BOOK)
CONTAINS 22 SHEETS 10 SHEET
SUB REGISTRAR

LESSOR
COLLECTOR
SALEM.



(31) Besides, the above said conditions, the lessee shall abide by the conditions laid down in District Collector's Salem Proceedings Roc.521/2016/ Mines-A/dated 30.11.2017 in Tamil Nadu Minor Mineral Concession Rules, 1959, Mines and Minerals (Development and Regulation) Act, 1957 and the orders of the Government, Commissioner/Director of Geology and Mining and District Collector to be issued from time to time.

(32) The lessee should not employ Child labours in Roughstone-Jelly/gravel quarry work.

(33) For the purpose of calculation of stamp duty article No.35 (a) (IV) of the stamp act, 1% of total seigniorage amount of Rs.18,28,750/- for Roughstone/Jelly and Gravel and area assessment for Five years Rs.370/- and security deposit amount of Rs.5,000/- were taken into account.

(34) The Five years for Roughstone/Jelly quarry lease period starts from the 30th day of January 2018 and ends on the 29th day of January 2023 and the three years for gravel quarry lease period starts from the 30th day of January 2018 and ends on the 29th day of January 2021.

(35) The lessee shall effectively implement all the conditions stipulated in the consent of the Tamil Nadu Pollution Control Board, Salem.

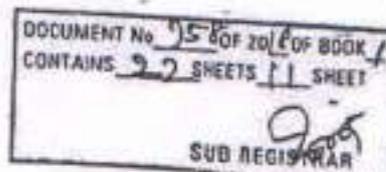
(36) Instruction to follow all the conditions imposed by State Level Environmental Impact Assessment Authority in their letter No. DEIAA-DIA/TN/MIN/7253/2017-SLM-EC.No.05/2017 dated 16.1.2017.

Special Condition.

1. No hindrance should be caused to the adjacent pattadars and public.
2. A safety distance of 7.5 meter to be maintained the adjacent patta lands & 10 meter to the adjacent poramboke lands.
3. The applicant should fence the area with barbed wire fencing for the applied area.
4. The pillar post shall be firmly grounded with concrete foundation of height not less than 2 metres with a distance between two pillars shall not be more than 3 metres.
5. The lessee should not quarry stone blocks for using polishing purpose.
6. Child labourer should not be engaged.

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LESSEE

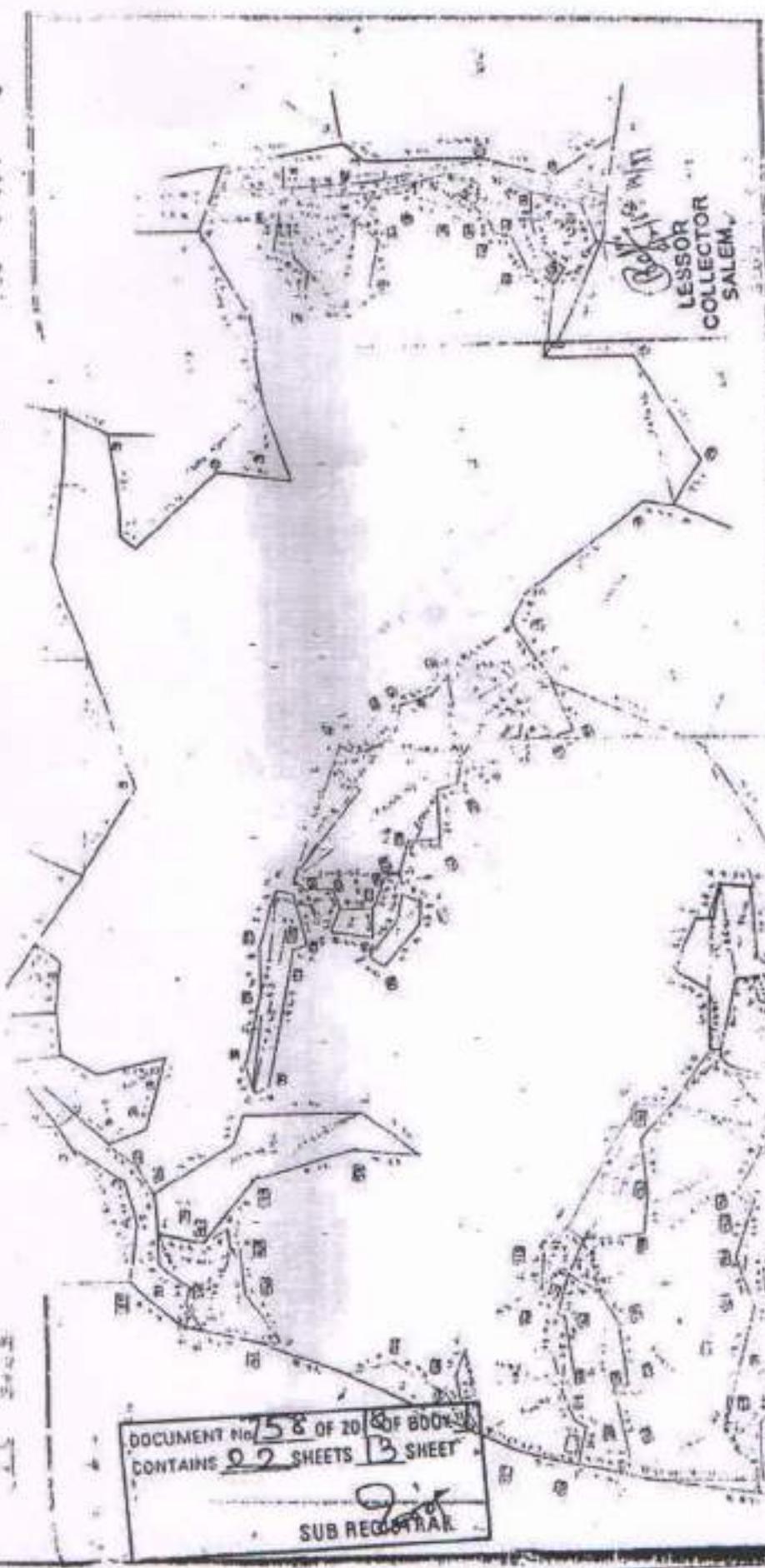


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LESSOR
COLLECTOR
SALEM





TP/2543324/2018



LESSOR
COLLECTOR
SALEM.

TAHSILDAR
VALAPADY.

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SUB REGISTRAR



சென்னை மாநகராட்சி
சென்னை மாநகராட்சி





சென்னை - 6
Levanya .D
பிப் பிள் பிள் / DOB : 16/09/1978
பிள் பிள் / FEMALE



8831 2958 0540

சென்னை - 6

சென்னை மாநகராட்சி
சென்னை மாநகராட்சி



சென்னை மாநகராட்சி
சென்னை மாநகராட்சி

Address:
W/O: Sekkumar, 141/56, v.m./
nagar, MEYANUR, Salem,
Salem, Tamil Nadu, 636004

சென்னை மாநகராட்சி
சென்னை மாநகராட்சி



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

D. Levanya

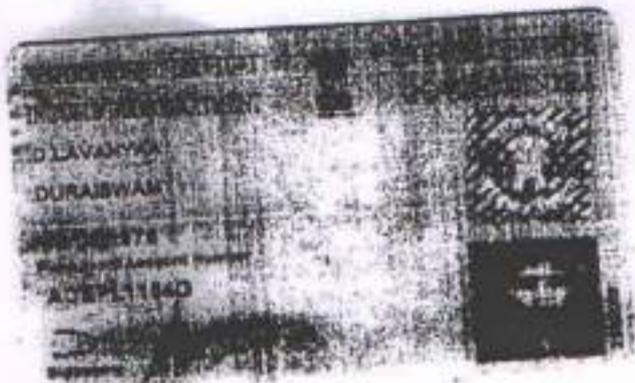
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SUB REGISTRAR



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D. J. ...

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 SUB REGISTER *D. J.*





இந்திய அரசாங்கம்
Unique Identification Authority of India

பதிவு அடையாளம் / Enrolment No. : 2007/13357/47864

To
Govindan Thiruvengadam
செந்திதள திருவெங்கடம்
S/O - Thiruvengadam
347
MARIYAMMAN KOVIL STREET
MASINAICKENPATIY
Masinaickenpaty, Salem
Tamil Nadu - 636 101



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உங்கள் ஆதார் எண் / Your Aadhaar No. :

2014 1122 1761

ஆதார் - சாதாரண மனிதனின் அதிகாரம்



இந்திய அரசாங்கம்
Government of India



செந்திதள திருவெங்கடம்
Govindan Thiruvengadam
சம்ம சந்திரன்
Father: Thiruvengadam

பதிவு அடையாளம் : 2007/13357/47864
ஆதார் - 1122

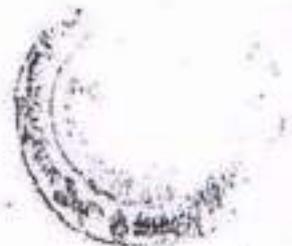
2014 1122 1761



ஆதார் - சாதாரண மனிதனின் அதிகாரம்

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DOCUMENT No 758 OF 2018 OF BOOK 1
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TP/2543324/2018.

39

சென்னை மாநகராட்சி
Government of India

பெயர் / Name
 Ramesh Sivasvaran
 பிள்ளை - Father
 Sivasvaran

பிறந்த தேதி / Year of Birth
 1988
 பாலினம் / Male

6188 2820 9517

ஆதார் - சாதாரண மனிதனின் அதிகாரம்

இந்திய அடையாள அமைதி அமைதி
UIDAI
Unique Identification Authority of India

பெயர் / Name
 Ramesh Sivasvaran
வாசல் / Address
 House/Bldg/Apt: 742,
 Street/Road/Lane: MEL
 STREET, Landmark:
 MASINAYAKKANPATTI,
 Village/Town/City,
 Masinayakkanpatti, District
 Salem, P.O.:
 Masinayakkanpatti, State:

6188 2820 9517

1817
 1800 200 1817

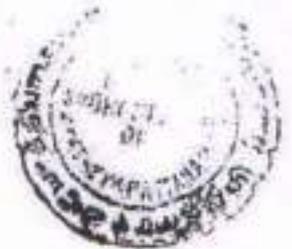
1817
 help@uidai.gov.in

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 www.uidai.gov.in

S. Push

DOCUMENT No 158 of 2018 OF BOOK 1
 CONTAINS 12 SHEETS 17 SHEET

SUB REGISTRAR






இந்திய அரசாங்கம்
Unique Identification Authority of India

பதிவுக் கோட்டு எண் / Enrolment No.: 2043/30689/00745

Download Your Aadhaar
 Download Your Aadhaar

To
 சதீஷ் குமார் கு
 Sathish Kumar D
 S/O: Duraisamy
 122-1/937
 govindagounder thottam -
 peramanur
 Salem
 Heathampatti
 Salem Tamil Nadu - 636007
 9842954778




உங்கள் ஆதார் எண் / Your Aadhaar No. :
6233 0996 9248
 எனது ஆதார், எனது அடையாளம்




இந்திய அரசாங்கம்
Unique Identification Authority of India

பதிவுக் கோட்டு எண் / Enrolment No.: 2043/30689/00745

- ஆதார் அடையாளத்திற்கான சான்று, குடியிருப்பதற்கு அல்ல.
- அடையாள சான்ற ஆவணங்கள் ஆதார் கோரல் மூலமாக பெறப்படும்.
- இது எலக்ட்ரானிக் செயல்முறை மூலம் தயாரிக்கப்பட்ட ஆவணமாகும்.

உங்கள் ஆதார் எண் / Your Aadhaar No. :
6233 0996 9248
 எனது ஆதார், எனது அடையாளம்

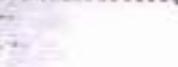
- ஆதார் நாடு முழுவதிலும் செல்லுபடியாகும்.
- வருங்காலத்தில் அரசு மற்றும் அரசு சார்பு சேவைகளை பயன்படுத்திக் கொள்ள உதவிகரமாக இருக்கும்.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

Download Your Aadhaar
 Download Your Aadhaar

To
 சதீஷ் குமார் கு
 Sathish Kumar D
 S/O: Duraisamy
 122-1/937
 govindagounder thottam -
 peramanur
 Salem
 Heathampatti
 Salem Tamil Nadu - 636007
 9842954778




உங்கள் ஆதார் எண் / Your Aadhaar No. :
6233 0996 9248
 எனது ஆதார், எனது அடையாளம்

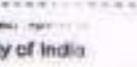
இந்திய அரசாங்கம்
Government of India



சதீஷ் குமார் கு
 Sathish Kumar D
 பிறந்த நாள்/DOB: 04/10/1980
 ஆண்/ MALE



6233 0996 9248
 எனது ஆதார், எனது அடையாளம்

இந்திய அரசாங்கம்
Unique Identification Authority of India

பதிவுக் கோட்டு எண் / Enrolment No.: 2043/30689/00745

முகவரி:
 சதீஷ் குமார் கு / தாய் பெயர்: துரைசாமி, 122-1/937,
 govindagounder thottam, peramanur,
 Salem, Salem,
 தமிழ் நாடு - 636007

Address:
 S/O: Duraisamy, 122-1/937,
 govindagounder thottam, peramanur,
 Salem, Salem,
 Tamil Nadu - 636007



6233 0996 9248
 எனது ஆதார், எனது அடையாளம்

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 CONTAINS 22 SHEETS 18 SHEET

SUB REGISTRAR

RJM



TP|2543324|2018

41



भारत सरकार
GOVERNMENT OF INDIA



Given in
Janya M
Uysha prw/ DOB: 19/05/1972
Gender / FEMALE



5214 6564 2324

உய்கா - அடா டா மலிதலில் அடிகாரம்



भारतीय विशिष्ट पहचान प्राधिकरण
UID - IDENTIFICATION AUTHORITY OF INDIA

முகவரி:
கனகாட் குகர்
மீப்புகுமர், 23/75,
மேலாண்டி ராட், குகர்,
கோல்,
தமிழ் நாடு - 636007

Address:
W/O: Maheswari, 23/75, Palarvayal
Nagar, Salem, Salem,
Tamil Nadu - 636007

5214 6564 2324

Aadhaar-Aam Admi ka Adhikar

M. Jeeva

DOCUMENT No 15² OF 20 (OF BOOK 1)
CONTAINS 22 SHEETS 19 SHEET
SUB REGISTRAR





தமிழக அரசு

வருவாய்த் துறை

நில உரிமை விபரங்கள் : இ. என் 10(1) பிரிவு

மாவட்டம் : செலம்

வட்டம் : வாழப்பாடி

வருவாய் கிராமம் : மாசிநாயக்கன்பட்டி

பட்டா எண் : 117

உரிமையாளர்கள் பெயர்

1. செல்வகுமார்

மனைவி

லாவண்யா

		நன்செய்		புன்செய்		மற்றவை	
		பரப்பு	தீர்வை	பரப்பு	தீர்வை	பரப்பு	தீர்வை
புல எண்	உட்பிரிவு	ஹெக்ட - ஏர்	ரூ - பை	ஹெக்ட - ஏர்	ரூ - பை	ஹெக்ட - ஏர்	ரூ - பை
199	12	--	--	0 - 73.00	2.81	--	--
				0 - 73.00	2.81		

குறிப்பு 2 :



- மேற்கண்ட தகவல் / சான்றிதழ் நகல் விவரங்கள் மின் பதிவேட்டிலிருந்து பெறப்பட்டவை. இவற்றை தாங்கள் <http://eservices.tn.gov.in> என்ற இணைய தளத்தில் 08/05/2018/117/40529 என்ற குறிப்பு எண்ணை உள்ளீடு செய்து உறுதி செய்துகொள்ளவும்.
- இத தகவல்கள் 12-03-2018 அன்று 02:17:29 PM நேரத்தில் அச்சடிக்கப்பட்டது.
- கைப்பேசி கேமராவின் 2D barcode படிப்பான் மூலம் படித்து 3G/GPRS வழி இணையதளத்தில் சரிபார்க்கவும்

DOCUMENT No 758 OF 2018 OF BOOK 1
CONTAINS 22 SHEETS 20 SHEET
SUB REGISTRAR



CERTIFICATE UNDER SECTION 42 OF THE INDIAN STAMP ACT 1899

S.No 204 of 2018

I hereby certify that a sum of ₹ 5,330/- (Rupees Five Thousand Three Hundred and Thirty only) on account of deficit stamp duty has been levied under section 41 of the Stamp Act in respect of this instrument from Mrs. LAVANYA residing at 141/55, V.M.R NAGAR, MEYYANUR, Salem, Salem, Tamil Nadu, India, 636004

Sub Registrar, Ayothiyapattinam
Date: 15/03/2018



Signature of Sub Registrar and Collector under Section 41 of the Indian Stamp Act

Presented in the office of the Sub Registrar, Ayothiyapattinam and fee of ₹ 20,300/- paid at 05:27 PM on the 15/03/2018 by

Left Thumb



D. Lavanya

Additions as per recitals of document

Claim admitted by
Left Thumb



D. Lavanya

Additions as per recitals of document

I have satisfied myself as to the execution of the instrument by திருமதி ROHINI THE COLLECTOR OF SALEM, தமிழ்நாடு. இந்தியா who is exempted from personal appearance under section 88(1) of the registration act.

Sub Registrar, Ayothiyapattinam

Identified By

1. M. JEEVA

திருமதி JEEVA க/பு MAHESWARAN 23/75, PALANIYAPPA NAGAR, சேலம், தமிழ்நாடு. இந்தியா, 636007.

2. P/S.

திரு SATHISH KUMAR த/பு DURAISAMY 122-1/937, GOVINDAGOUNDAR THOTTAM, PERAMANUR, சேலம், தமிழ்நாடு. இந்தியா, 636007.

DOCUMENT No 758 OF 20 OF BOOK 1
CONTAINS 22 SHEETS 21 SHEET

SUB REGISTRAR

15th day of March 2018

[Signature]
Sub Registrar
Ayothiyapattinam

Registered as Number R/Ayothiyapattinam/Book-1/758/2018.

Date: 15/03/2018
Ayothiyapattinam

[Signature]
Sub Registrar



DOCUMENT No 758 OF 2018 OF BOOK 1
CONTAINS 22 SHEETS 22 SHEET
[Signature]
SUB REGISTRAR



T 45

TAMILNADU POLLUTION CONTROL BOARD

Proceeding No:T1/TNPCB/F. 014521/SLM/W&A/2020-1 Dated: 07.10.2020

Sub: TNPC Board – Industries – **M/s.Giri Sahajanya Projects** , SF.No.199/10, Masinaickenpatti Village, Vazhappadi Taluk, Salem District – Directions for the closure and disconnection of power supply to the unit under Section 33 A of the Water (P&CP) Act, 1974 as amended and under Section 31 A of the Air (P & CP) Act, 1981 as amended – Orders issued -reg.

Ref: 1. Procs No F.1142SLM/OS/DEE/TNPCB/SLM/W&A/2018 dated 06/04/2018
2. Proc. No.SLM1507/OS/DEE/SLM/W&A/2020 dt. 01.07.2020
3. IR No. : F.SLM1507/OS/DEE/SLM/2020/dated 10/08/2020

The unit of **M/s.Giri Sahanja Projects** , SF.No.199/10, Masinaickenpatti Village, Vazhappadi Taluk, Salem District has obtained Consent to Operate of the Board vide reference 1st cited.

The DEE, Salem vide reference 3rd cited has furnished report that the unit was inspected on 27.06.2020 by the TNPCB officials and during inspection the following observations were made:

- The unit has provided excess crusher machineries and also provided M-Sand without obtaining consent to establish of the Board.
- The unit has not-provided Air Pollution control Measures such as tin sheet enclosure to the jaw crusher, vibrator, VSI and CMR crusher.
- The unit has not provided water sprinkler to arrest fugitive emission.
- The unit has not covered the conveyor belt to arrest the dust emission
- The unit has not provided compound wall/wind net around the premises
- The unit has not provided adequate green belt
- The unit has not disposed the trade effluent generation from M-sand section on land without proper treatment.

In view of the above violations, Show cause notice was issued to the unit under both the Acts vide reference 2nd cited.

Further, the unit has not replied to the Show cause notice issued nor rectified the defects mentioned in the Show cause notice. The unit was again inspected on 05.08.2020 by the TNPCB officials and the following observations were made;

- The unit has established an additional new crusher adjacent to the existing stone crusher unit thereby violating the B.P Ms No 4 dated 02.07.2004 and it is in operation.



TAMILNADU POLLUTION CONTROL BOARD

- The unit has installed a new additional crusher and M Sand unit without consent to establish and operate of the Board.
- The unit has provided M-Sand unit without obtaining consent to establish and consent to operate of the Board.
- Also, the unit has not provided Air Pollution control Measures such as tin sheet enclosure to the jaw crusher, vibrator, VSI and CMR crusher to the consent existing crusher and it is in operable condition.
- The unit has disposed the trade effluent from the M- Sand section into the nearby stone quarry.
- The unit has not provided proper effluent treatment plant to the effluent arising from the M-Sand unit. Trade effluent is stored in quarries and recycling in the M sand process.
- The unit has not provided water sprinkler to arrest fugitive emission
- The unit has not provided compound wal/wind net around the premises
- The unit has not provided adequate green belt

In view of the above, the DEE, Salem has recommended for the issue directions for closure and disconnection of power supply to the unit under section 33A of the Water (P&CP) Act, 1974 as amended and section 31A of the Air (P&CP) Act, 1981 as amended.

In the light of the above said facts, it is decided in exercise of the powers conferred under section 33 A of Water (Prevention & Control of Pollution) Act, 1974 as amended and under section 31 A of the Air (P & CP) Act, 1981 as amended to issue directions for closure and disconnection of power supply to the unit.

Now therefore, in exercise of the powers conferred under section 33 A of Water (Prevention & Control of Pollution) Act, 1974 as amended and under section 31 A of the Air (P & CP) Act, 1981 as amended, it is hereby directed that the unit of **M/s.Giri Sahajanya Projects**, SF.No.199/10, Masinaickenpatti Village, Vazhappadi Taluk, Salem District shall be closed with immediate effect.

This order of closure and disconnection of power supply is issued by the Chairman as per the delegation of powers issued by the Board vide BP.Ms.No.9 dated 11.03.1994.

The receipt of this proceeding shall be acknowledged.

Sd/-
Chairman



TAMILNADU POLLUTION CONTROL BOARD

To

1. The Occupier,
M/s.Giri Sahajanya Projects ,
SF.No.199/10, Masinaickenpatti Village,
Vazhappadi Taluk,
Salem District - 636 103
2. The Superintending Engineer, /TANGEDCO/ Salem EDC ,
K.N.Colony P.O,
Salem District - 636 014
3. The Assistant Engineer,
A.Pattinam/West TANGEDCO,
9/135 b, Cuddalore Main Road,
Masinaikanpatty, Ayothiyapattinam,
Salem- 636103

Copy to

1. The District Collector,
Salem District.
2. The Joint Chief Environmental Engineer (M),
Tamil Nadu Pollution Control Board, Salem,
No.9,4th Cross Street, Brindhavan Road,
Fairlands,
Salem - 636 016.
3. The District Environmental Engineer,
Tamil Nadu Pollution Control Board, Salem,
Siva Tower, Post Box No. 457, No 1/278,
Meyyanur Main Road,
Salem - 636 004
4. Spare

al3
8/10/20
SA
07/10/20
For Chairman



TAMILNADU POLLUTION CONTROL BOARD

Proceeding No:T1/TNPCB/F. 014521/SLM/W&A/2020-2 Dated: 07.10.2020

Sub: TNPC Board – Industries – **M/s.Giri Sahajanya Projects** , SF.No.199/10, Masinaickenpatti Village, Vazhappadi Taluk, Salem District – Direction for disconnection of power supply to the unit under Section 33 A of the Water (P&CP) Act, 1974 as amended and under section 31 A of the Air (P & CP) Act, 1981 as amended – Orders issued -reg.

- Ref:**
1. Proceeding No: T1/TNPCB/F. 014521/SLM/W&A/2020-1 Dated: 07.10.2020
 2. Memo No. SE/Comm/EE 3/ Assistant Environmental Engineer -1/TNPCBd/D 320/2002 dt.4.12.02 from the Chairman, TNEB to Superintending Engineers of all electricity Distribution Circles, TNEB

Tamil Nadu Pollution Control Board enforces the provisions of Water (Prevention & Control of Pollution) Act, 1974 and the Air (Prevention & Control of Pollution) Act, 1981. As per section 33 A of the Water (Prevention & Control of Pollution) Act, 1974 as amended in 1988 & section 31 A of the Air (Prevention and Control of Pollution) Act, 1981 as amended in 1987 the Board is empowered to issue directions for closure, prohibition or regulation of any industry and stoppage of electricity or any other services. Instructions have been issued by Tamil Nadu Electricity Board in this regard vide reference second cited.

In this connection, a copy of Board's proceedings first cited is also enclosed in which directions have been issued under section 33 A of the Water (Prevention & Control of Pollution) Act, 1974 as amended and under section 31 A of the Air (P & CP) Act, 1981 as amended for closure of the unit of **M/s.Giri Sahajanya Projects** , SF.No.199/10, Masinaickenpatti Village, Vazhappadi Taluk, Salem District, in view of the reasons stated therein.

It is hereby further directed in exercise of the powers conferred under section 33 A of the Water (Prevention & Control of Pollution) Act, 1974 and under section 31 A of the Air (P & CP) Act, 1981 that the power supply to the said unit shall be stopped with immediate effect.

The receipt of the proceedings shall be acknowledged and the action taken in this regard shall also be intimated to this office early.

Encl. As above.

Sd/-
Chairman



49

TAMILNADU POLLUTION CONTROL BOARD

To

1. The Superintending Engineer, /TANGEDCO/ Salem EDC ,
K.N.Colony P.O,
Salem District - 636 014
2. The Assistant Engineer,
A.Pattinam/West TANGEDCO,
9/135 b, Cuddalore Main Road,
Masinaickenpatty, Ayothiyapattinam,
Salem- 636103
3. The Occupier,
M/s.Giri Sahjanya Projects ,
SF.No.199/10, Masinaickenpatti Village,
Vazhappadi Taluk,
Salem District - 636 103

Copy to:

1. The District Collector,
Salem District.
2. The Joint Chief Environmental Engineer (M),
Tamil Nadu Pollution Control Board, Salem,
No.9,4th Cross Street, Brindhavan Road,
Fairlands,
Salem - 636 016.
3. The District Environmental Engineer,
Tamil Nadu Pollution Control Board, Salem,
Siva Tower, Post Box No. 457, No 1/276,
Meyyanur Main Road,
Salem - 636 004
4. Spare

Handwritten signature
For Chairman

BEFORE THE NATIONAL GREEN TRIBUNAL, SOUTHERN
ZONE, CHENNAI

Application No- 211 of 2021 (SN)

P.Palaniappan
S/o Ponusamy
Meenangudi, Masinaikenpatti Post
Salem - 636 103

... Applicant

-Vs -

The Ministry Of Environment,
Forest and climate change,
Rep BY its Under Secretary
3rd Floor, Prithivi Block,
Indira Paryavaran Bhawan,
Jorbagh Road, New Delhi-110 003 and others

... Respondents

Type Set Filed by 14th Respondent

<u>Sl.No</u>	<u>Date</u>	<u>Description</u>	<u>Page Nos</u>
1.	22.09.2006	License - Survey No.199/1	1-22
2.	30.01.2018	License -Survey No.199/12	23-44
3.	07.10.2020	Closure Order cum Disconnection of Power Supply To TANGEDCO	45-49

Dated at Salem 30th July 2022

M/s Rm. Venkatesh
Umayal

Counsel for 14th Respondent
Mob-94444-04780

venkmanick1@gmail.com