

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO. 453/2023

Raghubir Singh Garia

...Applicant

Versus

State of Uttrakhand & Ors.

...Respondent

**ADDITIONAL DOCUMENTS ON BEHALF OF RESPONDENT NO. 5**

Sr. No.	Particulars	Page nos.
1.	Letter dated 08.01.2002 granting of mining lease	1-2
2.	Lease Deed registered in sub registrar office Bageshwar on 22.02.2002 for a period of 20 years valid upto 21.02.2022	3-27
3.	The Ministry of Environment, Forest and Climate Change, GOI, vide Clarification No. Z-110013/6/2015-IA.II(M) dated 08.01.2016	28-31
4.	Notification dated 10.02.2015 issued by the Ministry of Mines declaring Soapstone as Minor Mineral.	32-33
5.	Dead Rent Receipts for the period period 2016-2017, 2017-2018, 2018 - 2019, 2019 - 2020, 2021-2022 and 2022-2023	34-36
6.	Letter dated 06.12.2019 issued by SEIAA granting Respondent No. 5 Environmental Clearance for the mining lease area.	37-41
7.	Uttarakhand Pollution Control Board vide Order dated 12.10.2020 granted CCA (Provisional Consent Order) dated 12.10.2020 valid upto 31.03.2021	42-43

8.	G.O. no. 2250(1)/VII-A-1/2021-74/ 2001 dated 03.01.2022 issued by State Govt. granting further extension of 30 years (from date of first grant of lease period 22.02.2022 to 21.02.2052)	44
9.	Letter dated 08.12.2022 issued by the Geology and Mining Unit, Directorate of Industries Uttarakhand, approving the Scheme of Mining and Progressive Mine Closure Plan for the production for the years 2022-23, 2023-24, 2024-2025, 2025-2026 and 2026-2027	45
10.	Order dated 22.05.2023 passed by the Uttarakhand Pollution Control Board, granted Consolidated Consent to Operate and Authorisation (CCA) (Renewal) for the period upto 31.03.2024	46-49



**Shashwat Panda**

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New Delhi-110 001

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Date: 09.09.2024  
New Delhi

प्रेम्क,

श्री पुनीत कंसल,  
उपर सचिव,  
उत्तरांचल शासन ।

सेवा में,

श्री जानकसिंह कालाकोटी,  
पुष्पी श्रीराम सिंह कालाकोटी,  
ग्रा.0/का.0 दोकाड़ तहसील व जिना-बागेरवर ।

औपचारिक विकास शाखा-1

देहरादून दिनांक 08 जनवरी-2002

विषय : जनपद बागेरवर के ग्राम पंचायत तहसील बागेरवर में 2.81 एकड़ भूमि में सोपस्टोन का खनन पट्टा हेतु श्री जानकसिंह कालाकोटी का आवेदन पत्र दिनांक 18-12-2000

महोदय,

OC/AJA(M)

उपर्युक्त विषयक आपके आवेदन पत्र दिनांक 18-12-2000 से मुझे यह खसने का निवेदन हुआ है, कि शासन ने जनपद बागेरवर के ग्राम पंचायत तहसील बागेरवर में 2.81 एकड़ क्षेत्र में सोपस्टोन के खनन हेतु खान एवं खनिज विभाग एवं विनियमन अधिनियम-1957 की धारा-8 तथा खनिज परिहार नियमावली-1960 के नियम-22 के अन्तर्गत 20 [बीस] वर्ग की अवधि हेतु खनन पट्टा निम्नलिखित अतिरिक्त शर्तों के अधीन स्वीकृत करने का निर्णय लिया गया है :-

DC  
15/1/02

- 1] स्वीकृत हेतु प्रस्तावित क्षेत्र का सीमाबद्धन भूतत्व एवं खनिकर्म विभाग के अधिकारियों द्वारा राजस्व विभाग के प्रतिनिधि के साथ किया जायेगा । सीमाबद्धन के समय यदि क्षेत्र का कोई भ्रान्त आपत्तिकरणक पता जाता है, तो उसे निशाल किया जायेगा, जिसके फलस्वरूप क्षेत्र अथवा क्षेत्रफल में यदि कोई कमी होता है, तो वह आवेदक को मान्य होगा ।
- 2] पट्टाधारक द्वारा पट्टा स्वीकृत किए जाने की तिथि के छ माह के अन्दर निदेशावली के पूर्व भारतीय खान क़यूरों से अनुमति खनन योजना प्रस्तुत किया जाना अनिवार्य होगा ।

ATTESTED

PANKAJ PANDE  
04/01/2002

पट्टा निष्पादन के पूर्व पट्टाधारक द्वारा खनिज सम्बन्धी हकाना न होने का सक्षम अधिकारी का अपतन प्रमाण पत्र एवं आयकर उदायगी सम्बन्धी अपतन प्रमाण पत्र प्रस्तुत करना होगा

- [4] ऊनू कार्य से किसी सांख्यिक स्थान/सड़क/वृद्ध/धार्मिक स्थान आदि को क्षति नहीं पहुँचायी जायेगी, अन्यथा लाइसेंस निरस्त कर दिया जायेगा ।
- [5] आवेदक को ऊनू के दौरान क्लिब की शर्तों/नियमों/शासन आदि का पूर्णरूप से पालन करना होगा ।
- [6] आवेदक को ऊनू के दौरान हेवी क्लॉस्टिंग न करने, नियमानुसार सीमांकन करने, ईंधन बनाकर ऊनू कार्य करने की शर्तों का पूर्णरूप से पालन करना होगा ।

2- यदि आप उपरोक्त शर्तों पर 2.81 एकड़ क्षेत्र पर सोपस्टोन का ऊनू पददा लेने हेतु सहमत हों, तो कृपया अपनी लिखित सहमति एवं ऊनू पददा क्लिब उपनिदेशक, भूतत्व एवं खनिकर्म विभाग, देहरादून के माध्यम से शासन को देने का कष्ट करें ।

भवदीय

। पुनीत कंसल ।  
उपर सचिव ।

पुष्ठांकन सं० 2424/डी०/१०/१५-४/२००१ तद्विनांक :

1. निदेशक, भूतत्व एवं खनिकर्म विभाग, उत्तरांचल, देहरादून।
2. उपनिदेशक, भूतत्व एवं खनिकर्म विभाग, देहरादून।
3. जिम्माधिकारी, बागेश्वर ।
4. गार्ड-फाइल ।

आज्ञा से,

। पुनीत कंसल ।  
उपर सचिव ।

ATTESTED

24/02/16  
RANKAJ PANDE  
मु०ख०/१०/१५/१५/२०१६



59 / 11/11/2002 / 1800 2000 516 4

M-R 2000 10,000/- bank  
A. Royalli 1500/- P-Expn  
281/- Per year

पं. सु. 100... शब्द लक्षण  
यह लेखपत्र श्री... को...  
ने कार्यालय में आज दि...  
को दि. के... वर्ष के बीच प्रस्तुत किया।  
2-11-02  
श. ६०, बागेश्वर

यह लेखपत्र का...  
प्राप्ति की...  
श्री... को...  
हस्ताक्षर...  
श. ६०, बागेश्वर

M. Singh  
Manager  
Ad

Shri...  
A. C.  
S.M.



साक्षी-...  
क्रिया...  
शुद्ध किया गया है।  
श. ६०, बागेश्वर



ISSUED  
FEBRUARY DELHI

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1 FEB 2002. All the rights which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and TO / कर्मचारी / कर्मचारी unto the lessee/lessees from the ..... day ..... 2002 for the term ~~20~~ 20 years thence next ensuring YIELDING AND PAYING therefore unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee/lessees hereby covenants/covenant with the State Government as in Part VII of the said Schedule in expressed and the State Government hereby covenants with the lessee/lessees as in Part VIII of the said Schedule as expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule in expressed.

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

The Schedule above referred to.

**PART I**  
**The Area of this Lease**

All the tract of the lands situated at village Papau, Tehsil and Village Bageshwar and containing all the Khasra numbers shown in the demarcated map having a total area of 2.81 acres and delineated on the plan hereto annexed and thereon coloured by red and bounded as follows :

- Northby : Pillar A,B, and village land of Papau than Nala  
 Southby : Pillars M, N, O, P, Q ..... R and village land of Papau.  
 Eastby : Pillars B' C ... KL and land of Papau.  
 Westby : Pillar Q, R, ..... W, X and foot path.

hereinafter referred to as "the said lands".

*[Signature]*

मान अधिकारी  
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 पतन, पतन, पतन, पतन

*[Signature]*  
 अपर सचिव  
 औद्योगिक विकास  
 उत्तरांचल

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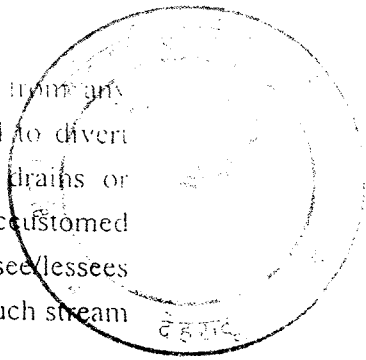
*[Signature]*

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पं.सं./क.क./DDN/04/2016.



permission of Deputy Commissioner/Collector to appropriate and use water from any streams water-courses springs or other sources in or upon the said lands and to divert step-up or dam any such stream and maintain any water course culverts, drains or reservoirs but not as so to livestock of a reasonable supply of water as before accustomed nor in any way to foul or pullout any stream or spings, Provided that the lessee/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.



*To Use land for stacking, heaping, depositing purposes :-*

7. Liberty and power to enter upon and use a sufficient part of the surface of the said lands for the purpose of stacking, heaping, storing or depositing therein any produce of the mines or works carried on and any tools, equipment, earth and materials, and substances dug or raised under the liberties and powers mentioned in this part.

*Beneficiation and conveying away of production :-*

8. (a) Liberty and power to enter upon and use a sufficient part of the said lands to beneficiate any ore produced from the said lands and to carry away such beneficiated ore.

*To make coke (to be used in case of coal only) :-*

(b) Liberty and power upon the said lands to convert into coke any coal or coal dust produced from the said lands and to carry away such coke.

*To clear brushwood and to fell and utilize trees, etc. :-*

9. Liberty and power for or in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as provided in clause 3 of Part III of this Schedule to clear undergrowth and brushwood and to fell and utilise any trees or timber standing or found on the said lands provided that the State Government may ask the lessee/lessees to pay for any trees or timber felled and utilised, by him/her at the rates specified by the Deputy Commissioner/Collector or the State Government.

**PART III**

**Restrictions and Conditions as to the exercise of the Liberties,  
Power and Privileges in Part II.**

*No building etc. upon certain places :-*

1. No building or thing shall be erected, set up or placed and no surface operations shall be carried on in or upon any public pleasure ground, burning or burial ground or

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पुनर्वास विभाग  
कोलकाता

अप. सचिव  
औद्योगिक विकास

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*[Handwritten signature]* 24/04/18

PANKAJ PANDE

पं.सं./अ.क./DDN/04/2016

place held sacred by any class of persons or any house or village site, public road or other place which the State Government may determine as public ground nor in such a manner as to injure or prejudicially effect any buildings works property or rights or other persons and no land shall be used for surface operations which is already occupied by persons other than the State Government for works or purposes not included in this lease. The lessee/lessees shall not also interfere with any right of way, well or tank.

*Permission for surface operations in a land not already in use :-*

2. Before using for surface operations any land which has not already been used for such operations, the lessee/lessees shall give to Deputy Commissioner/Collector of the District two calendar months previous notice in writing specifying the name or other description of the situation and the extent of the land proposed to be so used and the purpose for which the same is required and the said land shall into base used if objection is issued by the Deputy Commissioner/Collector within two months after the receipt by him of such notice unless the objections so stated shall on reference to the State Government by annulled or waived.

*To cut trees in unreserved lands:-*

3. The lessee/lessees shall not without the express sanction of the Deputy Commissioner/Collector cut down or injure any timber or trees on the said lands but may without such sanction clear away any brushwood or undergrowth which interferes with any operations authorised by these presents. The lessee/lessees to pay for any trees or timber felled and utilised by him/them at the rates specified by the Deputy Commissioner/Collector of the District.

*To enter upon reserved forests :-*

4. Notwithstanding anything in this Schedule contained the lessee/lessees shall not enter upon any reserved forest included in the said lands without previous sanction in writing of the District Forest Officer nor fell, cut and use any timber or trees without obtaining the sanction in writing of that Officer nor otherwise than in accordance with such conditions as the State Government may prescribe.

*No mining operations within 50 meters of public works etc.:-*

5. The lessee/lessees shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 50 meters from any railway line except with the previous written permission of the Railway Administration concerned or under or beneath any rope way or any ropeway trestle or station, except under and in accordance with the written permission of the authority owing the ropeway or from any

खान अधिकारी  
भूतल वन अधिकार उ.न  
क्षेत्रीय कार्यालय, देहीरावल

अपर सचिव  
औद्योगिक विकास  
उ.न

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reservoir, canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Deputy Commissioner/Collector or any other officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 meters shall be measured in the case of railway, reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting as the case may be in case of building horizontally from the plinth thereof. In the case of village roads no working shall be carried on within a distance of 10 meters of the outer edge of the cutting except with the previous permission of the Deputy Commissioner/Collector or any other office duly authorised by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission.

*Explanation :-* For the purposes of the clause the expression 'Railway Administration' shall have the same meaning as it is defined to have in the Indian Railways Act, 1890 by clause (6) of section 3 of that Act. 'Public Road' shall mean a road which has been constructed by artificially surfaced as distinct from a track resulting from repeated use. Village road will include any track shown in the Revenue record as village road.

*Facilities for adjoining Government licenses and leases:-*

6. The lessee/lessees shall allow existing and future holders of Government licences or leases, over any land which is comprised in or adjoins or is reached by the land held by the lessee/lessees reasonable facilities of access thereto :

PROVIDED THAT no substantial hindrance or interference shall be caused by such holders of licences or leases to the operations of the lessee/lessees under these presents and fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee/lessees for loss or damage sustained by the lessee/lessees by reason of the exercise of this liberty.

**PART IV**

**Liberties, Powers and Privileges reserved to the State Government**

*To work other minerals :-*

1. Liberty and power for the State Government, or to any lessee or persons authorised by it in that behalf to enter into and upon the said lands and to search for, win, work, dig, get, raise, dress, process, convert and carry away minerals other than the said minerals and any other substances and for those purposes to sink, drive, make erect,

मान अफिसरी  
भूतल एवं खनिज उद्योग  
एत एच कार्यालय, देहरादून

अपर सचिव  
औद्योगिक विकास

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20/04/2016 /DUN/04/2016

construct, maintain and use such pits, shafts, inclines, drifts, levels and other lines, waterways, airways, water courses, drains reservoir, engines, machinery, plant, buildings, canals, tramways, railways, roadways and other works and conveniences and may be deemed necessary or convenient.

PROVIDED THAT in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with the liberties, power and privileges of the lessee/lessees under these presents and that fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reason or in consequence of the exercise of such liberty and power.

To make railways and roads:-

2 Liberty and power for the State Government or any lessee or person authorised by it in that behalf to enter into and upon the said lands and to make upon over or through the same any railways, tramways, roadways or pipelines for the purpose other than those mentioned in Part II of these presents and to get from the said land, stones, gravel, earth and other materials for making maintaining and repairing such railways, tramways and roads or any existing railways and roads and to and repass at all times with or without horses, cattle or other animals, carts, wagons, carriage, locomotives or other vehicles over or along any such railways, tramways, road lines and other wages for all purposes and as occasion may require, provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee/lessees under these presents and that fair compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government shall be made to the lessee/lessees for all loss or damage substantial hindrance or interference shall be caused to or with the exercise by such lessee or person of such liberty and power.

**PART V**

**Rents and royalties reserved by this lease**

To pay dead rent or royalty whichever is higher:-

1. The lessee shall pay, for every year except the first year of the lease, dead rent as specified in clause 2 of this part.

PROVIDED THAT, where the holder of such mining lease becomes liable under section of the Act, to pay royalty for any mineral removed or consumed by him or by his agent, manager, employee, contractor or sub-lessee, from the leased area, he shall be liable to pay either such royalty or the dead rent in respect of that area, whichever is higher.

*[Handwritten signatures and stamps]*  
पञ्जीत 10/8

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*Rate and mode of payment of dead rent:-*

2. Subject to the provisions of clause of this Part, during the subsistence of the lease, the lessee/lessees shall pay to the State Government annual dead rent for the lands demised and described in Part I of this Schedule at the rate of the time being specified in the Third Schedule to the Act, in such manner as may be specified in this behalf by the State Government.

*Rate and mode of payment of royalty :-*

3. Subject to the provision of clause I of this part the lessee/lessees shall during the subsistence of this lease pay to the State Government at such times and in such manner as the State Government may prescribe royalty in respect of any mineral/minerals removed by him/them from the lessed area at the rate for the time being specified in the Second Schedule to the Mines and Minerals (Regulation and Development) Act, 1957.

*Payment of surface rent, and water rate:-*

4. The lessee/lessees shall pay rent and water rate to the State Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee under the authority of this presents at such rate as may be specified by the State Government or the collector Bageshwar during the period from the commencement of such occupation or used until the area shall cease to be so occupied or used and shall as far as possible restore the, surface land so used to its original condition. Surface rent and water rate shall be paid as herein before detailed in clause 2: PROVIDED THAT NO such rent/water rate shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right of access.

**PART VI****Provisions relating to the rents and royalties***Rent and royalties to be free from deduction etc.:-*

1. The rent, water rate and royalties mentioned in Part V of this Schedule shall be paid free from any deduction of the State Government at Bageshwar and such manner as the State Government may prescribe.

*Mode of computation of royalty :-*

2. For the purposes of computing the said royalties the lessee/lessees shall keep a correct account of them mineral/minerals produced and dispatched. The accounts as well

खान अधिकारी  
भूतत्व एवं जलिकर्म उ.अ.  
अधीन कार्यालय, देहरादून

अपर सचिव  
वैद्योगिक विभाग

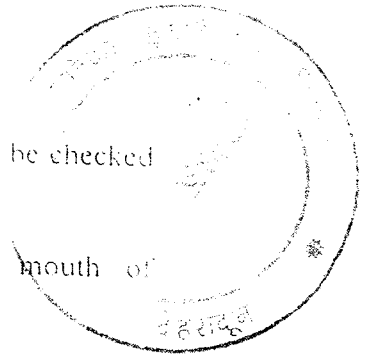
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As the weight of the mineral/minerals in stock or in the process of export may be checked by an officer authorised by the Central or State Government.

Here specify the mode of arriving at the sale price/prices at bits mouth of mineral/minerals.

*Course of action if rents and royalties are not paid in time:-*

3. Should any rent royalty or other sums due to the State Government under the terms and conditions of these presents be not paid by the lessee/lessees within the prescribed time the same together with simple interest due thereon at the rate of twenty-four per cent per annum may be recovered on a certificate of such officer as may be specified by the State Government by general or special order, in the same manner as an arrear of land revenue.

### PART VII

#### The Covenants of the Lessee/Lessees

*Lessee to pay rents and royalties, taxes, etc.:-*

1. The lessee/lessees shall pay the rent, water rate and royalties reserved by this lease at such times and in the manner provided in PARTS V AND VI of these presents and shall also pay and discharge all taxes, rates, assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged, assessed or imposed by the authority of the Central and State Governments upon or in respect of the premises and works of the lessee/lessees in common with other premises and works of the like nature except demands for land revenues.

*To maintain and keep boundary marks in good order :-*

2. The lessee/lessees shall at this/their own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identification.

*To commence operations within a year and work in a workman-like manner:-*

3. [Omitted] The lessee/lessees shall commence operation within one year from the date of execution of the lease and shall thereafter at all times during the continuance of his lease search for, win, work and develop, the said minerals without voluntary intermission in a skillful and workman-like manner and as prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structures or other property thereon. For

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the purposes of this clause operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine.

4. The lessee/lessees shall make and pay such reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by him/them in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

*To secure and keep in good condition pits, shafts, etc.:-*

5. The lessee/lessees shall during the subsistence of this lease well and sufficiently secure and keep open with timber or other durable means all pits, shafts and workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of the State Government round every such pits, shaft or working whether the same is abandoned or not and shall during the same period keep all workings in the said lands except such as may be abandoned accessible free from water and foul air as far as possible.

*To strengthen and support the mine to necessary extent:-*

6. The lessee/lessees shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government, as the case may be any part of the mine which in its opinion requires such strengthening or support for the safety or any railway, reservoir, canal, road and any other public works or structures.

*To allow inspection of working:-*

7. The lessee/lessees shall allow any officer authorised by the Central Government or the State Government in that behalf to enter upon the premises including any building, excavation or land comprised in the lease for the purpose of inspecting, examining, surveying, prospecting and making plans thereof sampling and collecting any data and the lessee/lessees shall with proper person employed by the lessee/lessees and acquainted with the mines and work effectually assist such officer, agents, servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with the working of the mines which they may reasonably require and also shall and will confirm to and observe all orders and regulations which the Central and State Government as the result of such inspection or otherwise may, from time to time, see fit to impose.

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To report accident :-

8. The lessee/lessees shall without delay send to the Deputy Commissioner/Collector a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease.

To report discovery of other minerals :-

9. The lessee/lessees shall report to the State Government the discovery in the lease area of any mineral not specified in the lease within sixty days of such discovery along with full particulars of the nature and position of each such find. If any mineral not specified in the lease is discovered in the leased area, the lessee/lessees shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease is obtained therefor.

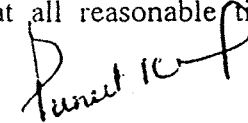
To keep records and accounts regarding production and employees etc. :-

10. The lessee/lessees shall at all time during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books of accounts which shall contain accurate entries showing from time to time :-

- (1) Quantity and quality of the said mineral/minerals realized from the said lands.
- (2) Quantity of the various qualities of ores beneficiated or converted (for example coal converted into coke)
- (3) Quantities of the various quantities of the said mineral/minerals sold and exported separately.
- (4) Quantities of the various qualities of the said mineral/minerals otherwise disposed of and the manner and purpose of such disposal.
- (5) The prices and all other particulars of all sales of said mineral/minerals.
- (6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.
- (7) Such other facts, particulars and circumstances as the Central or the State Governments may from time to time require and shall also furnish free of charge to such officers and at such times as the Central and State Governments may appoint true and correct abstract of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribed and shall at all reasonable times allow such



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offices as the Central Government or State Government shall in that behalf appoint to enter into and have free access to the said officers, for the purpose of examining and inspecting the said books of accounts, plans and records and to make copies thereof and make extracts therefrom.

*To maintain plans, etc.-*

11. The lessee/lessees shall at all times during the said term maintain at the mine office correct intelligible up-to-date and complete plans and sections of the mines in the said lands. They shall show all the operations and working and all the trenches, pits and drillings made by him/them in the course of operations carried on by him/them under the case. faults and other disturbances encountered and geological data and all such plans and sections shall be amended and filled up by and from actual surveys to be made for that purpose at the end of twelve months of any period specified from time to time and the lessee/lessees shall furnish free of charge to the Central and State Governments true and correct copies of such plans and sections whenever required. Accurate records of all trenches, pits and drillings shall show :-

- (a) The subsoil and strata through which they pass.
- (b) Any mineral encountered.
- (c) Any other matter of interest and all data required by the Central and State Governments, from time to time.

The lessee/lessees shall allow any officer of the Central or the State Government, authorised in this behalf by the Central Government to inspect the same at all reasonable times. He/they shall also supply when asked for by the State Government/the Coal Controller the Director General, Geological Survey of India the Controller General, Indian Bureau of Mines a composite plan of the area showing thickness, dip, inclination etc. of all the same as also the quantity of reserves quality-wise.

- 11.A. The lessee shall pay a wage, not less than the minimum wage prescribed by the Central or State Government from time to time.
- 11.B. The lessee shall comply with provisions of the Mines Act, 1952 and the rules made there under.
- 11.C. The lessee shall take measures for the protection of environment like planting of tree, reclamation of land, use of pollution control devices, and such other measures as may be prescribed by the Central or State Government, from time to time at his own expense.

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- D. The lessee shall pay compensation to the occupier of the land on the date and in the manner laid down in these rules.
- E. The lessee shall, in the matter of employment, give preference to the tribal, and to the persons who become; displaced-because of the taking up of mining operations.]

Act 67 of 1957 :-

12. The lessee/lessees shall be bound by such rules as may be issued from time to time by the Government of India under section 18 of the Mines and Minerals (Regulation and Development) act., 1957 (Act 67 of 1957) and shall not carry on mining or other operations under the said lease in any way other than as prescribed under these rules.

*To provide weighing machine:*

13. Unless specially by the State Government the lessee/lessees shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals, from time to time, brought to bank, sold, exported and converted and also the converted products and shall at the close of each day cause the total weights, ascertained by such means of the said minerals, ores products raised, sold exported and converted during the previous twenty-four hours to be entered in the aforesaid books of accounts. The lessee/lessees shall permit the State Government at all times during the said term employ any person or person to be present at the weighing of the said minerals as aforesaid and to keep accounts there of and to check the accounts kept by the lessee/lessees. The lessee/lessees shall give 30 days previous notice, in writing to the Deputy. Commissioner/Collector of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

*To allow test of weighing machine:*

14. The lessee/lessees shall allow any person or persons appointed in that behalf by the State Government at any time to time during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used there with in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the State Government may require that the same be adjusted, repaired and put in order by and the expense of the lessee/lessees and if such requisition be not complied with within fourteen days after

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the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted, repaired and put in order and the expense of so doing shall be paid by the lessee/lessees to the State Government on demand and it upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of State Government such error shall be regarded as having existed for three calendar months, previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion, shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

*To pay compensation for injury of third parties:*

15. The lessee/lessees shall make and pay reasonable satisfaction and compensation for all damage. Injury or disturbance or person or property which may be done by or on the part of lessee/lessees in exercise of the liberties and power granted by these presents and shall at all times save harmless and keep indemnified the State Government from and against all suits, claims and demands which may be brought or made by any person or person in respect of any such damage, injury or disturbance.

*Not to obstruct working of other minerals:*

16. The lessee/lessees will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working within the said lands of any minerals not included in this lease and shall at all times afford to the central and State Government and to the holders of prospecting licences or mining leases in respect of any such minerals ore any minerals with in any land adjacent to the said kinds as the case may be reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working, developing and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage or injury which he/ they may sustain by reason or in consequence of the use of such passage by such lessees or holders of prospecting licences.

*Transfer of lease :-*

17. (1) The lessee/lessees shall not, without the previous consent in writing of State Government, [Omitted]

(a) assign, sublet, mortgage, or in any other manner, transfer the mining lease, or any right, title or interest therein. or

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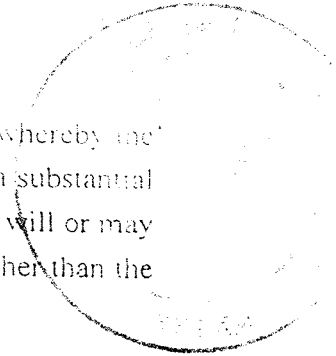
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(b) enter into or make any arrangement, contract or understanding whereby the lessee/lessees will or may be directly or indirectly financed to a substantial extent by, or under which the lessee's operations or undertaking will or may be substantially controlled by, any person or body or persons other than the lessee/lessees:

PROVIDED THAT the State Government shall not give its written consent unless-

- (a) the lessee has furnished an affidavit along with his application for transfer of the mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee;
  - (b) the transfer of the mining lease is to be made to a person or body directly undertaking mining operations.
- (2) Without prejudice to the above provisions the lessee/lessees may subject to the conditions specified in the proviso to Rule 35 of said Rules, transfer this lease of any right, title or interest therein, to a person who has filled an affidavit stating that he has filled up-to-date income tax returns, paid income tax assessed on him and paid the income tax on the basis of self-assessment as provided in the income-Tax Act, 1961 (43 of 1961), on payment of five hundred rupees to the State Government.

Provided that the lessee/lessees shall make available to the transferee the original or certified copies of all plans of abandoned working in the area and in a belt 65 meters wide surrounding it.

Provided further that the mortgagee is an institution or a Bank or a Corporation specified in Schedule V, it shall not be necessary for any such institution or Bank or Corporation to meet with the requirement relating tax and the said valid clearance certificate.

- (3) The State Government may by order in writing, determine the lease at an time if the lessee/lessees has/have in the opinion of the State Government, committed breach of any of the above provision or has/have transferred the lease or any right, the interest therein otherwise than accordance with clause (2):

Provided that no such order shall be made without giving the lessee/lessees a reasonable opportunity of stating his/their case.

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*Not to be financed or controlled by a Trust, Corporation, Firm or person :-*

18. The lease shall be controlled and the lessee/lessees shall not allow themselves to be controlled by any Trust, Syndicate, Corporation, Firm or person except with the written consent of the Central Government. The lessee/lessees shall not enter into or make any arrangement compact or understanding whereby the lessee/lessees will or may be directly or indirectly financed by or under which the lessee/lessees operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, Syndicate, Corporation, Firm or person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Central Government and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties there to that on the occasion of a state of a state of emergency of which the President of India in his discretion shall be the sole judge it shall be terminable if so required in writing by, the State Government and shall in the event of any such requisition being made be forthwith, thereafter determined by the lessee/lessees accordingly.

*Lessee shall deposit any additional amount necessary :-*

19. Whenever the security deposit of 10,000 or any thereof or any further sum hereafter with the State Government in replenishment thereof shall be forfeited or applied by the Central or State Government pursuant to the power in hereinafter declared in that behalf the lessee/lessees shall deposit with the State Government such further sum as may be sufficient with the up appropriated part thereof to bring the amount in deposit with the State Government up to the sum of Rs. 10,000.

*Delivery of workings in good order to State Government after determination of lease:-*

20. The lessee/lessees shall at the expiration or sooner determination of the said term or any renewal thereof deliver up to the State Government all mines, pits, shafts, inclines drifts, levels, waterways, airways and other works now existing or hereafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the said term were upon or under the said lands all such machinery set up by the lessee/lessees below ground which cannot be removed without causing injury to the mines or works under the said lands (except such of the same as may with the sanction of the State Government have become

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discussed) and all buildings and structures of bricks or stone erected by the lessee/lessees above ground level in good repair order and condition and fit in all respects for further working of the said mines and the said minerals.

*Right of pre-emption:-*

- 21(a) The State Government shall from time to time and all times during the said term have the right (to be exercised by notice in writing to the lessee/lessees) of pre-emption of the said minerals (and all products thereof) lying in or upon the said lands thereby demised or elsewhere under the control of the lessee/lessees and the lessee/lessees shall with all possible expeditions deliver all minerals all products or minerals purchased by the State Government under the power conferred by this provision in the quantities at the times in manner and at the place specified in the notice exercising the said right.
- (b) Should the right of pre-emption conferred by this present provision be exercised and vessel chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of loading the lessee/lessees shall pay the amount due for demurrage according to the terms (The charter party of such vessel unless the State Government shall be satisfied that the delay is due to causes beyond the control of lessee/lessees.
- (c) The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption PROVIDED THAT in order to assist in arriving at the said fair market price the lessee/lessees shall if so required furnish to the State Government for the confidential information of the Government, particulars of the quantities descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the State Government original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.
- (d) In the event of the existence of a state of war or emergency (of which existence and President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof), the State Government with the consent of the Central Government shall from time to time and all times during the said term have the right (to be exercised by a notice in writing to the lessee/lessees

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forthwith take possession and control of the works, plant machinery and premises of the lessee/lessees on or in connection with the said lands or operations under this lease and during such possession or control the lessee/lessees shall conform to and obey all directions given by or on behalf of the Central Government or State Government regarding the use or employment of such works, plants, premises and minerals : PROVIDED THAT fair compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee/lessees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents future than may be necessary to give effect to the provisions of this clause.

*Employment of foreign national :-*

22. The lessee/lessees shall not employ, in connection with the mining operations any person who is not an Indian national except with the previous approval of the Central Government.

*Recovery of expenses incurred by the State Government :-*

23. If any of the works or matters which in accordance with the covenants in that behalf herein before contained are to be carried or performed by the lessee/lessees be not so carried out or performed within the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessee/lessees shall pay the State Government as to such expenses shall be final.

*Furnishing of geophysical data :-*

24. The lessee/lessees shall furnish :

- (a) All geophysical data relating to mining fields, or engineering and ground water surveys, such as anomaly maps, sections, plans, structures, contour maps, logging, collected by him/them during the course of mining operations to the Director-General Geological Survey of India, Calcutta.
- (b) All information pertaining to investigations of radioactive minerals collected by him/them during course of mining operations to the Secretary, Department of Atomic Energy, New Delhi and the Director, Geology & Mining, Uttaranchal, Dehradun.

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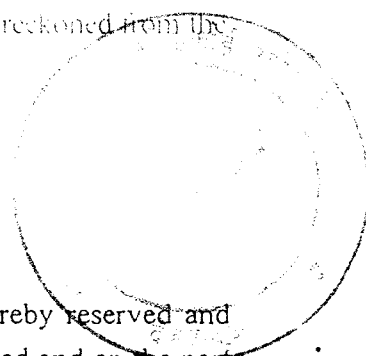
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Data or information referred to above shall be furnished every year reckoned from the date of commencement of the period of the mining lease.



**PART VII**  
**The Convenience of the State Government**

*Lessee/Lesseees may hold and enjoy rights quietly:*

1. The lessee/lesseees paying the rents, water rate and royalties hereby reserved and observing and performing all covenants and agreements here in contained and on the part of the lessee/lesseees to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any unlawful interruption from or by the State Government or any person rightfully claiming under it.

*Acquisition if land of third parties and compensation thereof:-*

2. If in accordance with the provision with the provision of clause 4 of part vii of this Schedule the lessee/lesseees shall offer to pay to an occupier of the surface of any part of the said lands compensation for any damage or injury which may arise from the proposed operations of the lessee/lesseees and the said occupier shall refuse his consent to the exercise of the right and powers reserved to the State Government and demised to the lessee/lesseees by these presents and the lessee/lesseees shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the Central/State Government is satisfied that the amount of compensation offered is fair and reasonable or it is not so satisfied and the lessee/lesseees shall have deposited with it such further amount as the State and Central Government shall consider fair and reasonable the State Government shall order the occupier to allow the lessee/lesseees to enter the land and to carry out such operations as may be necessary for the purpose of this lease. In assessing the amount of such compensation the State Government shall be guided by the principles of the Land Acquisition Act.

*To renew :-*

3. The mining lease is renewable in terms of the provisions of the Act and the rules made thereunder :-

PROVIDED THAT the State Government may for reasons to be recorded in writing reduce the area applied for .

If the lease is in respect of minerals specified in the First Schedule to the Act, renewal will be subject to the prior approval of the Central Government

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If the lessee/lessees be desirous of taking a renewed lease of the premises hereby demised or of any parts of them for a further term from the expiration of the term hereby granted and is otherwise eligible, he/they shall prior to expiration of the last mentioned term give to the State Government twelve calendar months previous notice in writing and shall pay the rent, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee/lessees to be observed and performed up to the expiration of the term hereby granted. The State Government on receipt of application for renewal, shall consider it in accordance with the provisions of the Act and the rules made thereunder and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessee/lessees and upon his executing and delivering to the State Government if required a counterpart thereof execute and deliver to the lessee/lessees a renewed lease of the said premises or parts thereof for the further term of as permitted under the provisions of the Act and the Rules such rents, rates and royalties and on such terms and subject to such rents, and royalties and such terms and subject to such covenants and agreement, including this present covenant to renew as shall be in accordance with the Mineral Concession Rules, 1960, applicable to soapstone on the day next following the expiration of the term hereby granted.

*Liberty to determine the lease*

4. The lessee/lessees may at any time determine this lease by giving not less than 12 calendar months notice in writing to the State Government or to such officer, or authority as the State Government may specify in this behalf and upon the expiration render and pay all rents, water rates, royalties compensation for damages and other moneys which may then be due and payable under these presents to the lessor or any other person or person and shall deliver these presents to the State Government then this lease and the said term and the liberties, powers and privileges hereby shall absolutely cease and determine but without prejudice to any right or remedy of the lessor in respect of any breach of any of the covenants or agreements contained in these presents.

4A. The State Government may on an application made by the lessee permit him to surrender one or more minerals from his lease which is for a group of minerals on the ground that deposits of that mineral have since exhausted or depleted to such an extent that it is no longer possible to work the mineral economically, subject to the condition that the lessee-

- (a) Makes an application for such surrender of mineral at least six months before the intended date of surrender and

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(...) Gives an undertaking that the will not cause any hindrance in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that mineral.

*Refund security deposits :-*

(5) On such date as the State Government may elect within 12 calendar months after the determination of this lease or any renewal thereof, the amount of the security deposit paid in respect of this lease and then remaining in deposit with the State Government and not required to be applied to any of the interest shall run on the security deposit.

**Part - IX**  
**General Provisions**

*Obstructions to inspection :-*

1. In case the lessee/lessees or his/their transferee/assignee does/do not allow entry or inspection by the officers authorized by the Central or State Government under clauses (i), or (i) or (i) of sub-rule (1) of rule 27 of said Rules, the State Government shall give notice in writing to the lessee/lessees requiring him/them to show cause within such time as may be specified in the notice why the lease should not be determined and his/their security deposit forfeited; and if the lessee/lessees fails/fail to show cause within the aforesaid time to the satisfaction of the State Government, the State Government may determine the lease and forfeit the whole or part of the security deposit.

*Penalty in case of default in payment of royalty and breach of covenants :-*

2. If the lessee/lessees or his their transfer or assignee makes/make any default in payment of rent or water rate or royalty as required by section 9 of the Act or commits a breach of any of the conditions and covenants other than those referred to in covenant 1 above, the State Government shall give notice to the lessee/lessees requiring to pay rent, water rent, royalty or remedy the breach, as the case may be, within sixty days from the date receipt of the notice and if the rent, water rent and royalty are not paid or the breach is not remedied within such period, the State Government without prejudice to any proceedings that may be taken against him/them, determine the lease and forfeit the whole or part of the security deposit.

स्वान्त संपादिका  
भूतल  
संशोधन विभाग, दिल्ली

उत्तरांचल  
औद्योगिक विकास  
संस्थान

Contd.....

**ATTESTED**

PANKAJ PANDE

१०/०४/२०१६

*Penalty for repeated breaches of covenants:-*

3. In case of repeated breaches of covenants and agreements by the lessee/lessees for which notice has been given the State Government in accordance with clauses (1) and (2) aforementioned on earlier occasion, the State Government without giving any further notice may impose such penalty not exceeding twice the amount of annual dead rent specified in clause 2, Part V.

4. Failure on the part of the lessee/lessees to fulfil any of the terms and conditions of the lease shall not give the Central or State Government any claim against the lessees/lessees or be deemed a breach of this lease in so far as such failure is considered by the said Government to arise from force majeure, and if through force majeure fulfillment by the lessees/lessees of any of the terms and conditions of the lease be delayed the period of such delay shall be added to the period fixed by this lease. In this clause the expression "Force Majeure" means act of God, war insurrection, not civil common, strike earth quake, tide, storm tidal wave, flood lightning, explosion, fire earthquake and any other happening which the lessee/lessees could not reasonably prevent or control.

*Lessee/lessees to remove his their properties on the expiry of lease :*

5. The lessee/lessees having first paid discharge rents, rates and royalties payable by virtue of their presents may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clause 1 and 2 of this Part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down and remove for his/their own benefit all or any [ore mineral excavated during the currency of lease engines, machinery, plant, building structures, tramways railways and other works, erections and convenience which may have been erected set up or placed by the lessee/lessees in or upon the said lands and which the lessee/lessees is/are not bound to deliver to the State Government under clause 20 of part vii of this Schedule and which the State Government shall not desire to purchase.

*Foreiture of property left more than six months after determination of lease:*

6. If at the end of six calendar months after the expiration or sooner determination of the said term under the provision contained in clause 4 of part viii of this Schedule become effective there shall remain in or upon the said land any <sup>2</sup>[ore of mineral] engines,

<sup>1</sup> Inserted by GSR 56(E) Published in the Gazette of India Ext. Part-II Section 3 - sub-section (i) dt. 18.1.2000.

<sup>2</sup> Inserted by GSR 56(E) dt. 18.1.2000.

मान अधिकारी  
पुस्तकालय  
राज्यपालिका, देहरादून

Pankaj

Contd...  
**ATTESTED**

PANKAJ PANDE

DDN/04/2016

61  
 structures tramways railways and other work erections and conveniences of other property which are not required by the lessee/lessees in connection with operations in any other lands held by him/them under prospecting licence or mining lease the same shall if not removed by the lessee/lessees within one calendar month after notice in writing requiring their removal has been given to lessee/lessees by the State Government be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.

7. Every notice by these present required to be given to the lessee/lessees shall be given in writing to such person resident on the said lands as the lessee/lessees may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee/lessees by registered post addressed to the lessee/lessees at the address recorded in this lease or at such other address in India as the lessee/lessees may form time to time in writing to the State Government designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the lessee/lessees and shall not be questioned or challenged by him/them.

*Immunity of State Government from liability to pay compensation:*

8. If in any event the orders of the State Government are revised, reviewed or canceled by the Central Government in pursuance of proceedings under chapter vii of the Mineral Concession Rules, 1960 the lessee/lessees shall not be entitled to compensation for any loss sustained by the lessee/lessees in exercise of the powers and privileges conferred upon him/them by these presents.

8A The lease is executed at Dehradun the capital town of the State of Uttaranchal and subject to the provision of Article 226 of the Constitution on India it is hereby agreed upon by the lessee and the less or that in the event of any dispute in relation to the area and lease condition of lease, the dues realisable under the lease and in respect of all matters touching the relationship of the lessor the suits (or appeals) shall be filed in the civil courts at (name of the city) and it is hereby expressly agreed that neither party shall be competent to file a suit a bring any action or file any petition at any place other than the courts named above)

9. For the purpose of stamp duty the anticipated royalty from the demised land is Rs 281/ per year

ज्ञान अधिकारी  
 पञ्जाब प्रान्त सरकार  
 धर्मशाला, देहरादून

अपर सचिव  
 औद्योगिक विकास  
 उत्तरांचल

Contd.....  
**ATTESTED**  
 24/04/18  
 PANKAJ PANDE  
 04/04/2016

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

*Pankaj*  
अपर सचिव  
औद्योगिक विकास  
प्रभाग-1

Signed by .....  
(For and on the Behalf of the Governor of Uttaranchal).

The Lessor

In the Presence of

1. *[Signature]*  
.....  
*C.N.A. Ansari*  
सहायक निदेशक,  
उद्योग विकास प्रभाग-1, देहरादून.  
(Name & Address)

*Richaria*  
16/2/18

2. *[Signature]*  
.....  
*S.L. Patrick*  
बान अधिकारी  
भूतत्व एवं खनिकर्म उ...  
(Name & Address) देहरादून

आर० के० चौहान  
अनुभाग अधिकारी  
औद्योगिक विकास अनुभाग-1  
उत्तरांचल प्रोसन

*[Signature]*  
(PRADEEP KUMAR)  
VDC

Singed by .....

(The Lessee)

In the Presence of :

1. ....  
.....  
(Name & Address)

2. ....  
.....  
(Name & Address)

ATTESTED

*[Signature]* 24/02/18

PANKAJ PANDE

पं.सं./Q /DEN/04/2016

## DOCUMENT-3

Annexure - IV  
Annexure

By Speed Post

No. Z-11013/6/2015-IA.II (M)  
Government of India  
Ministry of Environment, Forest and Climate Change  
Impact Assessment Division  
\*\*\*

Indira Paryavaran Bhavan,  
Vayu Wing, 3<sup>rd</sup> Floor, Allaganj,

Dated : 8<sup>th</sup> January, 2016

To,

M/s Adhunik Cement Ltd.  
(A subsidiary of Dalmia Cement (Bharat) Ltd.),  
11<sup>th</sup> & 12<sup>th</sup> Floors, Hansalaya Building  
15, Barakhamba Road, New Delhi

**Sub: Clarification on applicability of EIA Notification, 2006 on the requirement of Environmental Clearance for Mining Area less than 5 ha (Major Mineral) in case of Adhunik Cement Ltd. (ACL), located at village Thangskai, Jaintia Hills District, Meghalaya- regarding.**

Sir,

This is in reference to your letter No. NIL dated 01.06.2015 w.r.t seeking clarification on the requirement of Environmental Clearance for Mining of Major Mineral in the Mine lease area of less than 5ha which are under operation prior to Amendment in EIA Notification, 2006 S.O. 2601 (E) dated 07.10.2014. A personal hearing was granted to you on 18.08.2015 and the matter was deliberated in details.

2. The matter has been examined by the Ministry and the clarifications are as follows:-


- (i) After the amendment vide S.O. 2601 (E) dated 7<sup>th</sup> October 2014, all new mining operations are required to obtain Prior Environmental Clearances.
- (ii) After the amendment vide S.O. 2601 (E) dated 7<sup>th</sup> October 2014, Environmental Clearances are required for mining of major minerals with the mining lease area less than 5ha for operating mines at the stages of renewal of mine leases.
- (iii) The mines of major minerals with the mine lease area of less than 5 ha which were operating before 7<sup>th</sup> October, 2014, may continue the mining operations with the consented capacity and shall not enhance the production capacity without prior EC.

However, for sustainably and environmental concerns you are advised to submit the application for TOR to the concerned authority for grant of EC and not wait for renewal of mine lease.

28

3. SEIAA is requested to consider the case for grant of Environmental Clearance of the already operating mines and grant Environmental Clearance as per the provision of EIA Notification, 2006 on priority and till such time EC is granted you may continue Mining within existing consented capacity provided you apply for TOR within next 6 months.

4. This issues with the approval of Competent Authority.

  
(Dr. U. Sridharan)  
Director (S)

Copy to:

1. The Additional Principal Chief Conservator of Forests (C), Ministry of Environment, Forest and Climate Change, Regional Office (NEZ), Law-U-Sib, Lumbatngen, Near MTC Workshop, Shillong, Meghalaya for your kind information.
2. The Chairman, SEIAA, Meghalaya, 'ARDEN' Lumpyngad, Shillong-793014, Meghalaya

  
(Dr. U. Sridharan)  
Director (S)

TRUE COPY  


By Speed Post

No. - 11013/6/2015- IA. II (M)

Government of India

Ministry of Environment, Forest and Climate Change

Impact Assessment Division

Indira Paryavarn Bhavan

Vayu Wing, 3<sup>rd</sup> Floor, Aliganj,Dated: 8<sup>th</sup> January, 2016

To,

**M/s Adhunik Cement Ltd.**

(A Subsidiary of Dalmia Cement (Bharat) Ltd.),

11<sup>th</sup> & 12<sup>th</sup> Floors, Hansalaya Building

15, Barakhamaba Road, New Delhi

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with the mining lease area less than 5ha for operating mines at the stages of renewal of mine leases.

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However, for sustainably and environmental concerns you are advised to submit the application for TOR to the concerned authority for grant of EC and not wait for renewal of mine lease.

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4. This issues with the approval of Competent Authority.

Sd/-

(Dr. U. Sridharan)

Director (S)

**Copy to:**

1. The Additional Principal Chief Conservator of Forests (C) Ministry of Environment, Forest and Climate Change, Regional Office (NEZ), Law-U-Sib, Lumbatngen, Near MTC Workshop, Shillong, Meghalaya for your kind information.
2. The Chairman, SEIAA, Meghalaya 'ARDEN' Lumpyngad, Shillong – 793014.

Sd/-

-TYPED COPY-

(Dr. U. Sridharan)

Director (S)



# भारत का राजपत्र

## The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. 333]

नई दिल्ली, मंगलवार, फरवरी 10, 2015/माघ 21, 1936

No. 333]

NEW DELHI, TUESDAY, FEBRUARY 10, 2015/MAGHA 21, 1936

खान मंत्रालय

अधिसूचना

नई दिल्ली, 10 फरवरी, 2015

का.आ. 423(अ).—केन्द्रीय सरकार खान और खनिज (विकास और विनियमन) अधिनियम, 1957 (1957 का 67) की धारा 3 के खंड (ड.) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधिसूचना द्वारा पहले से ही खनिज घोषित खनिजों के अतिरिक्त निम्नलिखित खनिजों को इससे पूर्व उक्त खंड के अधीन गौण खनिज घोषित करती है :

- (i) अगेट ;
- (ii) बॉल क्ले
- (iii) बैराइट्स
- (iv) कैल्केरियस सैण्ड ;
- (v) कैल्साइट ;
- (vi) चॉक ;
- (vii) चिनी मिट्टी ;
- (viii) अन्य क्ले ;
- (ix) कोरण्डम ;
- (x) डायस्पोर ;
- (xi) डोलोमाइट ;
- (xii) झानाइट अथवा पायरोसेनाइट ;

- (xiii) फेलसाइट ;
- (xiv) फेल्सपार ;
- (xv) अग्निसह मृत्तिका ;
- (xvi) फुस्काइट क्वार्टजाइट ;
- (xvii) जिप्सम ;
- (xviii) जस्पर ;
- (xix) कयोलिन ;
- (xx) लेटेराइट ;
- (xxi) चूना कंकड़ ;
- (xxii) अभ्रक ;
- (xxiii) ऑकर ;
- (xxiv) पाइरोफाइलाइट ;
- (xxv) क्वार्टज ;
- (xxvi) क्वार्टजाइट ;
- (xxvii) बालू (अन्य) ;
- (xxviii) शेल ;
- (xix) सिलिका बालू ;
- (xxx) स्लेट ; और
- (xxxix) स्टोटाइट अथवा टैल्क अथवा सोपस्टोन ;

[फा. सं. 5/1/2015-एम. VI]

आर. श्रीधरन, अपर सचिव

**MINISTRY OF MINES****NOTIFICATION**

New Delhi, the 10th February, 2015

**S.O. 423(E).**—In exercise of the powers conferred by clause (e) of section 3 of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957), the Central Government hereby declares the following minerals to be minor minerals in addition to the minerals already declared by notification as minor minerals hereinbefore under the said clause:

- (i) Agate;
- (ii) Ball Clay;
- (iii) Barytes;
- (iv) Calcareous Sand;
- (v) Calcite;
- (vi) Chalk;
- (vii) China Clay;
- (viii) Clay (Others);
- (ix) Corundum;
- (x) Diaspore;
- (xi) Dolomite;
- (xii) Dunite or pyroxenite;
- (xiii) Felsite;

- (xiv) Felspar;
- (xv) Fireclay;
- (xvi) Fuschite Quartzite;
- (xvii) Gypsum;
- (xviii) Jasper;
- (xix) Kaolin;
- (xx) Laterite;
- (xxi) Limekankar;
- (xxii) Mica;
- (xxiii) Ochre;
- (xxiv) Pyrophyllite;
- (xxv) Quartz;
- (xxvi) Quartzite;
- (xxvii) Sand (Others);
- (xxviii) Shale;
- (xxix) Silica Sand;
- (xxx) Slate; and
- (xxxi) Steatite or Talc or Soapstone.

[F. No. 5/1/2015-M. VI]

R. SRIDHARAN, Addl. Secy.



धनराशि जमा करने का चालान फार्म

- उपकोषागार (नॉन बैंकिंग) / बैंक का नाम व शाखा जिस व्यक्ति (पदनाम यदि आवश्यक हो) या संस्था के नाम से धनराशि जमा की जा रही है उसका नाम
- पता
- पंजीकरण संख्या / पक्ष का नाम वाद संख्या (यदि आवश्यक हो)
- जमा की जा रही धनराशि का पूर्ण विवरण (धनराशि किस हेतु जमा की जा रही है तथा किस विभाग के पक्ष में जमा की जा रही है।)
- चालान की सकल (Gross) राशि
- चालान की निबल (Net) राशि
- लेखाशीर्षक का पूर्ण विवरण / लेखाशीर्षक की मोहर

भारतीय स्टेट बैंक लॉन्डन  
 जी. आनंद सिंघ कासाकोरी  
 पपॉ. रोप रोड न. माडग  
 कोडर, ...

ग्राम पपॉ में 2.98 (2.81 एकड़)  
 भूमि पर वर्ष 2018-19 तथा  
 वर्ष 2019-20 का आग संहिता  
 डेडरेट की धनराशि =  
 84801.00

धनराशि जमा करने पर प्राप्त होने वाला प्रपत्र  
 धनराशि जमा करने पर प्राप्त होने वाला प्रपत्र  
 धनराशि जमा करने पर प्राप्त होने वाला प्रपत्र

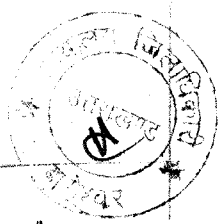
8. लेखा-शीर्षक का 13 डिजिट कोड

मुख्य लेखा शीर्षक	उप मुख्य शीर्षक	लघु-शीर्षक	उपशीर्षक	व्यौरेवार-शीर्षक	धनराशि (अंको में)
0853	00	102	01	00	84801.00
					/
					84801.00

धनराशि (शब्दों में) चौरासी हजार आठ सौ एक मात्र (योग)

चालान में लेखाशीर्षक की पुष्टि करने वाले विभागीय अधिकारी के हस्ताक्षर मुहर सहित

जमाकर्ता का नाम व हस्ताक्षर  
 मो0



कृ.प.उ.



Name of the Treasury/Sub-Treasury/Bank/Bank Branch - State Bank Of India (Payment Gateway)

Status : (S) Completed successfully.

1	Name of the person (designation if necessary or Organization on whose behalf amount is being paid.	ANAND SINGH KALAKOTI
2	Address	SO DIWAN SINGH KALAKOTI RO DOFAR BAGESHWAR UTTARAKHAND
3	Registration Number (if necessary)	
4	Full details of amount to be deposited (for which purpose and in favour of)	SOAPSTONE MINE PAPON TEHSIL AND DISTRICT BAGESHWAR DEDRENT FOR YEAR 2021-2022 2022-2023
5	Gross value of Challan	45000
6	Net value of Challan	45000
7	Deaprtment	Director Industries
8	Related office for which challan is to be deposit	District Mine Officer Bageshwar
9	Full details of Head of Account	0853 - Non-ferrous Mining and Metallurgical Industries
10	13 Digit code of Head of A/c	As per details below

SL No.	Services	Detail Head	Amount
1	Mineral Concession Fee rent and interest charges.	0853001020100	45000
Total Challan Amount-			45000

Amount (in words) - Rs. Forty-Five Thousand only

Signature of departmental officer with seal

ANAND SINGH KALAKOTI

Challan No- 08531122E0049316

Amount in Figure(Rs.) - 45000

Date - 30-NOV-2022

Amount in words - Rs. Forty-Five Thousand only

Received Through

Bank Ref. No. - CPACGLZLC5

State Bank Of India (Payment Gateway)


 सूचना अधिकार अधिनियम 2005  
 के अन्तर्गत राज्या प्रथि सार्वपित  
 लोक सूचना अधिकारी  
 जिला कार्यालय बागेश्वर

राज्य स्तर पर्यावरण समाघात निर्धारण प्राधिकरण, उत्तराखण्ड, 653, इन्दिरा नगर कालोनी सीमाद्वार रोड, देहरादून- 248006 (पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार, नई दिल्ली द्वारा गठित)

दूरभाष नम्बर: 0135-2763576

ईमेल: seiaa.seac.uk@gmail.com

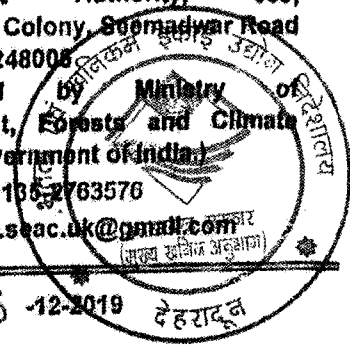


State Level Environment Impact Assessment Authority, 653, Indranagar Colony, Soodanwar Road Dehradun- 248006

(Constituted by Ministry of Environment, Forests and Climate Change Government of India)

Phone No- 0135-2763576

Email- seiaa.seac.uk@gmail.com



E.C.No- 74-01(37)/2018

Dated- 6-12-2019 देहरादून

To,

Shri Anand Singh Kalakoti,  
R/o-Village- Dofar, Tehsil & Distt- Bageshwar.

Tel. 7505991978

Sub: Environmental Clearance under EIA notification dated 14.09.2006 for Extraction of Soapstone in Village - Papaun Teh & Dist - Bageshwar.

Sir,

This has reference to your proposal No SIA/UK/MIN/90159/2018 dated 31<sup>st</sup> December, 2018, submitted to the SEIAA for grant of Environmental Clearance for extraction of Soapstone with proposed production capacity 7184 Tonnes/Annum. The mine lease area is located at Village- Village - Papaun Teh & Dist - Bageshwar 1.14 Ha. The proposal was considered by the State Expert Appraisal Committee in its meeting held on 10<sup>th</sup> February, 2019. The details of the project, as per the documents submitted by the project proponent, and also as informed during the above meeting are as under:-

S.No	Details	Reply
1	New or Ongoing Site	Ongoing Site
2	Government Order	G.O. No. 2424/आनवि/74-स/2001 Dated:08.01.2002 Lease deed registered on 22.02.2002 & lease deed valid up to 21.02.2022.
3	Mine Plan	SOM Period-2018-19 to 2021-22 up to (21.02.2022) Lapse Period-2017-18
4	No. of Pits	1 pit
5	Thickness of soil	0.20m
6	Maximum explorable depth	18m Depth From Surface
7	Balanced undisturbed agriculture land (in Ha.)	0.268 ha
8	Total Mineable Reserve	71168Tonnes
9	Estimated Quantity	5105 to 7184Tonnes/Annum
10	Distance of national park/reserved Forest/Sanctuary	No national park/reserved Forest/Sanctuary exists within 10km radius of proposed mining area.
11	Green Belt area (valid upto)	2.0 ha (Four Years) (No. of Plantation 2000)
12	Method of Mining	Open cast semi mechanised
13	Mining to be carried out	Mining Shall be carried out in one pit from 1430mRL to 1448mRL
14	Height and Width of Benches	Height -3.0m, Width-3.0m
15	Slopes and ultimate face slope	70° to 75°
16	Safety Zone	7.5m wide barrier zone all along the applied lease
17	River/Nallah (name)	No drainage or nalla passes within area
18	Coordinates	Latitude: 29°53'19.14"N to 29°53'25.90"N Longitude: 79°52'1.09"E to 79°52'5.66"E
19	Project cost	₹58.71 lakhs
20	Proposed CER cost	₹2.94 lakhs

AKHIL KUMAR

Mukha/14/RQ/UKGMU/NO15/Year 202

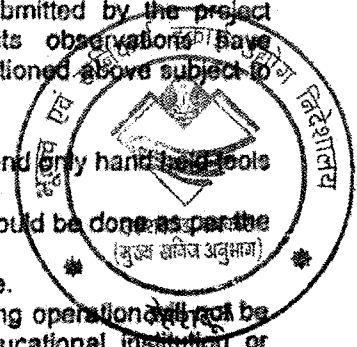
The SEAC after due consideration of relevant documents submitted by the project proponent and additional clarification furnished in response to its observations have recommended the grant of Environmental Clearance for the project mentioned above subject to compliance with the EMP and other stipulated conditions.

**1- General Conditions**

1. No blasting or drilling shall be permitted during mining operation and only hand held tools shall be permitted.
2. The mining/extraction of mineral and progressive mine closure should be done as per the approved mine plan.
3. The proponent should provide Eco-friendly toilets for the workforce.
4. The mine site should have well demarcated safety zone i.e. mining operations shall not be carried out in the vicinity of 100 m from nearby bridges, educational institution or structures of historical importance.
5. The proponent should undertake afforestation activities in the buffer zone as well as in the nearby project site. The afforestation will be done after consultation with local state Forest Department and/or state Horticulture Department for plantation of wild and horticulture plants respectively. Minimum 2000 plants will be planted in first and second year and maintenance of the plantations will be carried out for the next three years.
6. The mining operation would provide local employment and bring economic benefit to local population.
7. Photography of the proposed mining site (preferably using Drone) should be done and submitted to SEIAA along with half-yearly compliance report.

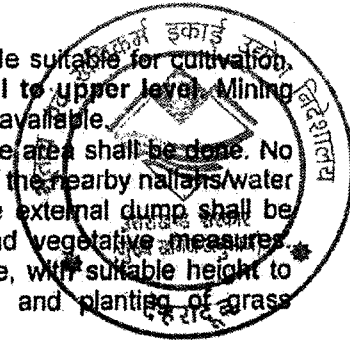
**2- Conditions for operation phase**

1. The project authorities should advertise at least in two local newspapers widely circulated, one of which shall be in the vernacular language of the locality concerned, within 7 days of the issue of the clearance letter informing that the project has been accorded environmental clearance (EC) and a copy of the EC letter is available with SEIAA, Uttarakhand.
2. The legal status of the mining lease area shall remain unchanged and the Environment Clearance shall remain coterminus with lease period. The mined lease area shall not be used for any purpose other than that specified in the proposal.
3. The mining/extraction of soapstone shall not be done without approved mine plan from designated authority. The mine plan should be revised every 5 years and no fresh mine plan shall be prepared without site inspection by designated authority.
4. The boundary of the mined lease area shall be demarcated on ground by erecting pillars, each inscribed with its serial number, DGPS coordinates, forward and back bearing, and distance from adjoining pillars etc. This demarcation will be ensured by the Revenue Department. A bench mark will be established to monitor depth of the mining. A safety zone of 7.5 mt (surrounding the mine site) shall be left free from mining.
5. The mining shall be carried out by Open Cast Semi Mechanised without adopting drilling and blasting operation. The use of hand held mechanically driven equipment is permitted. The use of any electrically driven machinery shall remain prohibited and only hand held tools shall be used for extraction of the mineral.
6. Soapstone mining shall be carried out during sunrise to sunset period only. It shall not involve felling of trees and clearance of vegetation. There shall be no permanent construction at the site except temporary erection of first aid room, office, store, drinking water shed, rest shelter etc.
7. The process of mining and quantity of extractable mineral and subsequently progressive mine closure shall be as per the approved mine plan. The mining operation shall be carried out from lower level to upper level by formation of benching pattern. The maximum height of benches shall not exceed 1.5 mt and ultimate pit slope shall be kept at 75 degrees.
8. The maximum permissible depth for mining of soapstone shall not exceed 6 meters or depth of ground water table whichever is less. During first five years of mining lease the depth of mining shall not exceed 3 meters. Mining beyond 6 meters shall be granted after site visit by SEAC.
9. Extraction of minor mineral is permitted from 1<sup>st</sup> October of every year to 30<sup>th</sup> June of the subsequent year or onset of monsoon whichever is earlier. It shall be ensured that no mining activity is carried out during the monsoon season. Workers should be advised and protected against flash flood during 1<sup>st</sup> June to 30<sup>th</sup> June and 1<sup>st</sup> Oct to 31<sup>st</sup> Oct during which there may be rains in the hills.
10. Reclamation of the mine lease area shall be through back filling, stabilization and cultivation. The waste and top soil generated during mining shall be temporarily stacked in external dump which will be subsequently vacated and back filled in mined out pits. The waste



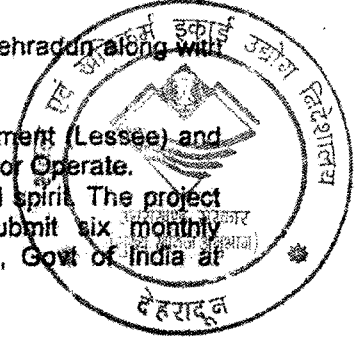
generated in the area will be backfilled during rains and land made suitable for cultivation. Back filling shall be done in a retreating manner from lower level to upper level. Mining activity and back filling shall be done simultaneously once space is available.

11. No disturbance to natural drainage system around the mining lease area shall be done. No mixing of wastes is allowed. The dump site shall be kept away from the nearby nallahs/water bodies and maintained at a distance of at least 100 meters. The external dump shall be protected against slide/slip by adopting suitable mechanical and vegetative measures. Proponent should construct a retaining wall, along the nallah side, with suitable height to protect soil erosion. The construction of toe wall, check dam and planting of grass species/soil binding dwarf species in dump yard shall be done.
12. The project proponent shall undertake transportation of mineral from pit head to road head manually or by mule. Further it shall strictly adhere to the norms of Transport Department in refraining from use of polluting and less fuel efficient vehicles for transporting extracted minerals to final destination. There shall be no over loading of vehicles as against standard norms fixed by Central Government/State Government/Hon'ble Courts from time to time.
13. The project proponent shall regulate and maintain record of the quantity of soapstone extracted during a season. The monitoring shall be ensured by Mines Department/District Administration from time to time.
14. There shall be no labour camp in the mining lease area for the labour engaged in mining of soapstone. The labour engaged in mining shall be provided free fuel wood/alternate source of energy to avoid any pressure on adjoining forest land.
15. Proponent should submit surface water quality and ambient air quality monitoring report as committed in EMP, with suitable parameters.
16. Under corporate social responsibility proponent should develop community services such as drinking water, education, housing, sanitation, health, safety and medical facilities, public transportation and communication, social welfare etc.
17. The proponent shall erect eco friendly mobile toilets for the workforce at site and shall ensure disposal of solid waste as per the existing provisions/rules/guidelines.
18. Afforestation shall be carried out in nearby Van Panchayat. The species selection shall be site specific and cater to the demand of the Van Panchayat. The concerned district official of State Forest Department shall ensure the compliance. Proponent should make 5 meter dense plantation of shrubs.
19. The Geology and Mining department shall identify an agency for regular/periodical monitoring of quality of ground water of existing hand pumps and tube wells in the vicinity of the mining site.
20. The project proponent shall formulate a transparent and unbiased procedure for engagement of labourers for sustainable extraction of the minerals from the mining lease area. The project proponent shall ensure that maximum local labour be engaged and hence employment opportunity provided. The project proponent shall follow all safety measures for labour force engaged in accordance with relevant Acts/Rules.
21. The project proponent shall prepare the plan of mining in conformity with the mine lease conditions and the Rules prescribed in this regard thereby clearly delineating the No Work Zone in the mine lease area i.e. at least 100mt distance from Nallahs/Water Bodies, bridges, educational institution or structures of historical importance.
22. Effective safeguard measures, such as regular water sprinkling shall be carried out in critical areas prone to air pollution and having high levels of particulate matter such as loading and unloading point and all transfer points. It shall be ensured that the Ambient Air Quality parameters conform to the norms prescribed by the Central Pollution Control Board in this regard.
23. The project proponent shall provide protective respiratory devices to workers working in dusty areas and they shall also be provided with adequate training and information on safety and health aspects. Periodical medical examination of the workers engaged in the project shall be carried out and records maintained.
24. The proponent shall provide eco friendly mobile toilets for the workforce at site and shall ensure disposal of solid waste as per the existing provisions/rules/guidelines.
25. The project proponent shall ensure compliance to provisions of the all Acts, Rules, Regulations and Guidelines, for the time being in force, as applicable to the project.
26. The project proponent should plant 2000 trees in first 2 years followed by their maintainance in the last 3 years. The plants should be planted in the buffer zone of the mining site and in the blank area near by Van Panchayats/Gram Sabha land.
27. Photography of the proposed mining site as well as the plantation sites undertaken by the project proponent showing GPS coordinates should be done (preferably using Drone) and



submitted to SEIAA and regional office of MoEF&CC, Govt of India at Dehradun along with half-yearly compliance report.

28. Project proponent will strictly comply with EMP/EIA.
29. Project proponent will have to submit EMP/EIA report to Mining Department (Lessee) and Pollution Control Board before getting work order/Consent to Established or Operate.
30. The above environmental safeguards shall be implemented in letter and spirit. The project proponent shall establish Environment Monitoring Cell and also submit six monthly compliance reports to this Authority and regional office of MoEF&CC, Govt of India at Dehradun.



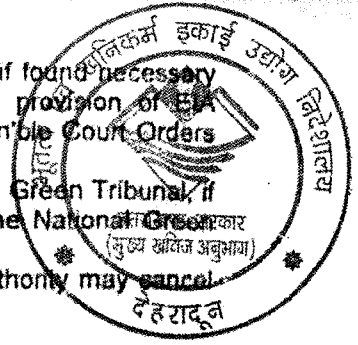
### 3- Entire Operation

- 1) The Environmental Clearance is being granted for mining/extraction of Soapstone in the approved Mine Lease Area. Legal status of the mining lease area shall remain unchanged and the Environmental Clearance is being granted only for the lease period. The mined lease area shall not be used for any purpose other than that specified in the proposal.
- 2) The maximum permissible depth for mining of Soapstone shall not exceed 6 meters or depth of ground water table whichever is less. During first five years of mining lease the depth of mining shall not exceed 3 meters. Mining beyond 6 meters shall be granted after site visit by SEAC. However, Authority may also visit the site in operational phase, whenever it is found to be necessary.
- 3) Extraction of minor mineral is permitted from 1<sup>st</sup> October of every year to 30<sup>th</sup> June of the subsequent year or onset of monsoon whichever is earlier. It shall be ensured that no mining activity is carried out during the monsoon season. Workers should be advised and protected against flash flood during 1<sup>st</sup> June to 30<sup>th</sup> June and 1<sup>st</sup> Oct to 31<sup>st</sup> Oct during which there may be rains in the hills.
- 4) Reclamation of the mine lease area shall be through back filling, stabilization and cultivation. The waste and top soil generated during mining shall be temporarily stacked in external dump which will be subsequently vacated and back filled in mined out pits. The waste generated in the area will be backfilled during rains and land made suitable for cultivation. Back filling shall be done in a retreating manner from lower level to upper level. Mining activity and back filling shall be done simultaneously once space is available.
- 5) The dump site shall be kept away from the nearby nullahs/water bodies and maintained at a distance of at least 100 meters. The external dump shall be protected against slide/slip by adopting suitable mechanical and vegetative measures. The construction of toe wall, check dam and planting of grass species/soil binding dwarf species in dump yard shall be done as given in mining plan.
- 6) The project proponent shall undertake transportation of mineral from pit head to road head manually or by mule. Further it shall strictly adhere to the norms of Transport Department in refraining from use of polluting and less fuel efficient vehicles for transporting extracted minerals to final destination. There shall be no over loading of vehicles as against standard norms fixed by Central Government/State Government/Hon'ble Courts from time to time.
- 7) The project proponent shall regulate and maintain record of the quantity of Soapstone extracted during a season. The monitoring shall be ensured by Mines Department/District Administration from time to time.
- 8) There shall be no labour camp in the mining lease area for the labour engaged in mining of Soapstone. The labour engaged in mining shall be provided free fuel wood/alternate source of energy to avoid any pressure on adjoining forest land.
- 9) The project proponent shall formulate a transparent and unbiased procedure for engagement of labourers for sustainable extraction of the minerals from the mining lease area. The project proponent shall ensure that maximum local labour be engaged and hence employment opportunity provided. The project proponent shall follow all safety measures for labour force engaged in accordance with relevant Acts/Rules.
- 10) The project proponent shall provide protective respiratory devices to workers working in dusty areas and they shall also be provided with adequate training and information on safety and health aspects. Periodical medical examination of the workers engaged in the project shall be carried out and records maintained.
- 11) The project proponent shall ensure compliance to provisions of the all Acts, Rules, Regulations and Guidelines, for the time being in force, as applicable to the project.
- 12) The above environmental safeguards shall be implemented in letter and spirit. The project proponent shall establish Environment Monitoring Cell and also submit six monthly compliance reports to this Authority and regional office of MoEF&CC, Govt of India at Dehradun.

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- 13) The SEIAA reserves the right to include additional safeguard measures if found necessary and also to take action including revoking of the EC granted under provision of EIA Notification 2006. This EC is being granted subject to compliance of Hon'ble Court Orders issued from time to time.
- 14) Any appeal against this Environment Clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under section of the National Green Tribunal Act, 2010.
- 15) If it is found that if conditions laid down by the Authority are violated, Authority may cancel your Environmental Clearance.



**4- Specific Conditions:- (To be followed by Director Industry, Geology and Mining Unit, Govt. of Uttarakhand).**

- 1- Mining and Geology department of the State Government should recalculate the maximum production levels and should inform the Authority accordingly.
- 2- A study shall be carried out at least over in a year through mines and geology department to avoid over exploitation of mineral, which may adversely affect the dynamics of site. A copy of said study report shall be submitted to the regional office of the Ministry of Environment and Forest Dehradun and SEIAA, Uttarakhand.
- 3- The Geology and Mining unit of Industry Department shall identify an agency for regular/periodical monitoring of quality of ground water of existing hand pumps and tube wells in the vicinity of the mining site.
- 4- Digital processing of the entire lease area using remote sensing technique, should be done by Geology and Mining department regularly and report should be submitted to the Ministry of Environment and Forests, Regional office at Dehradun and SEIAA, Uttarakhand.

(G.S. Pande)  
Member Secretary,  
SEIAA, Uttarakhand

No.- 01(37)/2018 dated- as above  
Copy for information and necessary action to-

- 1) Secretary, Ministry of Environment, Forests and Climate Change, Gol, Indira Paryavaran Bhawan, Aliganj, Jor Bagh Road, 3<sup>rd</sup> Floor, Vayu Wing, New Delhi.
- 2) Principal Secretary, Environment and Forests, Government of Uttarakhand, Dehradun.
- 3) APCCF, Regional office (Central) MoEF&CC, 25 Subhash Road, Dehradun.
- 4) Principal Chief Conservator of Forests (Wildlife)/Chief Wild Life Warden, Dehradun.
- 5) District Magistrate, Bageshwar.
- 6) Director, Industry, Geology and Mining Unit, Govt. of Uttarakhand, Bhopal pani, The unit shall comply the Specific Conditions and submit the report to SEIAA Uttarakhand
- 7) Divisional Forest Officer, Bageshwar.
- 8) Member Secretary, UEPPCB, Dehradun.
- 9) Guard File.

(G.S. Pande)  
Member Secretary,  
SEIAA, Uttarakhand

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*Handwritten signature: Akhil Kumar*

*Akhil*  
AKHIL KUMAR  
Mukha/14/RQP/UKGMU/NO15/Year 2020



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DOCUMENT-7

Uttarakhand Pollution Control Board

Gaura Devi Bhawan 46 B IT Park,

Sahastradhara Rd,

Dehradun, Uttarakhand 248001

Phones : 040-23887500 Fax: 040-23815631

## Provisional Consent Order (CCA)

Application No-266091

Dated: 12/10/2020

Ref No-946/UEPP/CB/Haldwani RO/Bageshwar/CTO/266091

Valid upto: 31/03/2021

Besides streamlining and simplifying of regulatory regime, Uttarakhand Pollution Control Board has taken initiative in form of introduction of Consolidated Consent and Authorization (CC&A) which provides for a one shot application and clearance of the consents under Water Act, Air Act and Authorization under Hazardous Wastes Rules for a period of 5 years. Consolidated Consent and Authorisation Board issues consolidated consent and Authorization to an industrial unit for operation of plant carrying out industrial activity specifying following conditions.

### Consolidated Consent and Authorisation

In exercise of the power conferred under section-25 of the Water (Prevention and Control of Pollution) Act-1974, under section-21 of the Air (Prevention and Control of Pollution) Act-1981

and Authorization under rule 3(c) & 5(5) of the Hazardous Waste (Management, Handling and Transboundary Movement) Rules 2008 framed under the E(P) Act-1986.

And whereas Board has received consolidated Application No. (CIO:CCA-Fresh) 266091 and Dated 24/09/2020 for the consolidated consent and authorization (CC&A) of this Board under the provisions / rules of the aforesaid Acts Consent & Authorization is hereby granted as under.

CONSENT AND AUTHORISATION : (under the provisions / rules of the aforesaid environmental acts)

To

M/s Anand Singh Kalakoti Soapstone Mine

Dofad, Bageshwar, Uttarakhand

Tehsil: Bageshwar

District: Bageshwar

Phone No: 9897567995

Consent Order No:

266091 Fresh

Valid upto: 31/03/2021

All Conditions under the AIR ACT-1981 WATER ACT-1974 HAZARDOUS ACT-2008 shall be Applicable to you as mentioned in the detailed Consent Order \*\*\*

### GENERAL CONDITIONS :-

- This order is provisional order and detailed order is considered as final.
- All the conditions & provisions under the Water Act 1974, the Air Act 1981 and the Environment (Protection) Act 1986 and the rules made there under shall be complied with
- All the conditions & provisions under the Hazardous Waste (Management, Handling and Trans boundary Movement) Rules 2008 as amended shall be complied
- The applicant shall provide portholes, ladder, platform etc at chimney(s) for monitoring the air emissions and the same shall be open for inspection to/and for use of Board's staff. The chimney(s) vents attached to various sources of emission shall be designed by numbers such as S-1, S 2, etc. and these shall be painted/ displayed to facilitate identification.
- The industry shall take adequate measures for control of noise levels from its own sources within the premises so as to maintain ambient air quality standards in respect of noise to less than 75dB(A) during day time and 70dB(A) during night time. Daytime is reckoned in between 6 a.m. and 10 p.m. and nighttime is

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checked between 10 p.m. and 6 a.m.

h) In case of change of ownership/management the name and address of the new owners, partners, directors, proprietor or equipment or working conditions as mentioned in the consents form / order should immediately be intimated to the Board

g) Industry shall have to display data outside the main factory gate with regard to quantity and nature of hazardous chemicals being handled in the plant, including waste water and air emissions and solid hazardous wastes generated within the factory premises

h) The CCA shall be produced for inspection at the request of an officer authorized by the Uttarakhand Pollution Control Board

i) Any unauthorized change in personnel, equipment or working conditions as mentioned in the CCA order by CCA holder shall constitute a breach of this CCA

j) Adequate plantation shall be carried out all along the periphery of the industrial premises in such a way that the density of plantation is atleast 1000 trees per acre of land and a green belt of 5 meters width is developed.

k) The applicant shall have to submit the returns in prescribed form regarding water consumption and shall have to make payment of water cess to the Board under the Water Cess Act-1977.

**\*\*\* Note : ACT-Specific, Industry-specific, Area-specific Conditions alongwith Product,Waste water effluent details shall be precisely mentioned in the DETAILED Consent Order.**

**\*\*\* Note :This is only provisional communication. The final Consent/Authorization in hard copy with duly signed by competent authority shall the final and valid Consent/Authorization.**

For and on behalf of  
Uttarakhand Pollution Control Board



Member Secretary

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उत्तराखण्ड शासन  
औद्योगिक विकास अनुभाग-1

संख्या: /VII-A-1/2021-74ख/2001  
देहरादून: दिनांक:03 जनवरी, 2022



- कार्यालय झाप -

औद्योगिक विकास शाखा-1, उत्तराखण्ड शासन के शासनादेश संख्या-2424/आ0वि0/74-ख/2001, दिनांक 08.07.2002 द्वारा श्री आनन्द सिंह कालाकोटी, पुत्र श्री विद्या शिव कालाकोटी, निवासी ग्राम व पो0ग्र0 दोफाड तहसील व जनपद बागेश्वर के पक्ष में जनपद व तहसील बागेश्वर के ग्राम पंचों में 2.81 एकड़ अर्थात् 1.14है0 क्षेत्रफल में 20 वर्ष की अवधि हेतु खनन पट्टा स्वीकृत किया गया है, जिसका पंजीकरण पट्टाधारक द्वारा उपनिबन्धक कार्यालय बागेश्वर में दिनांक 22-02-2002 को किया गया है। तथा स्वीकृत खनन पट्टे की अवधि मूल पट्टा विलेख के पंजीकरण तिथि से दिनांक 21.02.2022 को पूर्ण हो रही है।

2- निदेशक, मूलत्व एवं खनिकर्म इकाई, उत्तराखण्ड, देहरादून के पत्र संख्या-3726/खनन/65/बाग0/मुखनि0ई0/2010-11 दिनांक 15.12.2021 द्वारा उपलब्ध कराये गये प्रस्ताव के क्रम में श्री आनन्द सिंह कालाकोटी, पुत्र श्री विद्या शिव कालाकोटी, निवासी ग्राम व पो0ग्र0 दोफाड तहसील व जनपद बागेश्वर के पक्ष में जनपद व तहसील बागेश्वर के ग्राम पंचों में 2.81 एकड़ अर्थात् 1.14है0 क्षेत्रफल में 20 वर्ष की अवधि हेतु स्वीकृत खनन पट्टा के खनन पट्टा को गौण खनन नीति, 2015 के प्रावधानानुसार 30 वर्ष की अवधि में अग्रसार अवधि के लिए विस्तारित करने किये जाने की अनुमति प्रदान की जाती है -

- 1- पट्टाधारक द्वारा अनुपूरक खनन पट्टा विलेख से पूर्व निदेशक, मूलत्व एवं खनिकर्म इकाई से स्कीम ऑफ माइनिंग अनुमोदित करायी जानी होगी।
- 2- निदेशकत्व के कार्यालय आदेश सं0 3157/मु0ख0/65 बाग0/खनन/मुखनि0ई0/2010-11 दिनांक 24.02.2021 के क्रम में वर्ष 2020-21 की रू0 450 प्रतिदिन के दर से रू0 21,32,800 की देयता एवं खनन पट्टे की अवधि तिथि (दिनांक 22.02.2002) से वर्ष 2019-2020 (दिनांक 21.02.2020) तक की पट्टाधारक की अवधि उत्तराखण्ड उपखनिज परिहार नियमावली के नियम-58 के प्रावधानानुसार सुसंगत लेखाशौचिक में तथा कलकत्ता जाने हेतु निर्देशित किया गया है, जो कुमाऊँ साइन एसोसियेशन उत्तराखण्ड के प्रत्यावेदन दिनांक 29.07.2021 के क्रम में सचिव, खनन की अध्यक्षता में दिनांक 04-08-2021 को आहुत बैठक के कार्यद्वारा अनुमति प्राप्त होने वाले अन्तिम नियम पट्टाधारक को मान्य होने।
- 3- पट्टाधारक द्वारा खनन कराये किये जाने से पूर्व उत्तराखण्ड पर्यावरण नियंत्रण एवं प्रदूषण नियंत्रण बोर्ड से पर्यावरण की अनुमति अग्रसार कराई जानी होगी।

( लक्ष्मण सिंह )  
संयुक्त सचिव।

संख्या 2250 (6)/VII-A-1/2021, तद्विनिश्चित।

प्रतिलिपि निम्नलिखित को भूजमाय एवं आवश्यक कार्यवाही हेतु प्रेषित:-

- 1- उपनिबन्धक, मूलत्व एवं खनिकर्म इकाई, उत्तराखण्ड, देहरादून।
- 2- सहाय सचिव, उत्तराखण्ड पर्यावरण संरक्षण एवं उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड, देहरादून।
- 3- सहाय सचिव, खनन तथा पर्यावरण समाचार विभाग, पर्यावरण, उत्तराखण्ड, देहरादून।
- 4- फिलहालको ही समाप्त।

श्री आनन्द सिंह कालाकोटी, पुत्र श्री विद्या शिव कालाकोटी, निवासी ग्राम व पो0ग्र0 दोफाड तहसील व जनपद बागेश्वर।

पुत्र आनन्द।

आजा सू

( लक्ष्मण सिंह )  
संयुक्त सचिव।

मूतत्व एवं खनिकर्म इकाई, उद्योग निदेशालय उत्तराखण्ड,  
भोपालपानी, पोस्ट-बड़ासी, देहरादून।

संख्या

/मु0ख0/65/बागे0/खनन/भू0खनि0ई0/2010-11,  
कार्यालय-ज्ञाप

दिनांक 08 दिसम्बर 2022

श्री आनन्द सिंह कालाकोटी पुत्र श्री दिवान सिंह कालाकोटी, निवासी ग्राम दोफाड जनपद व तहसील बागेश्वर के द्वारा 28-11-2002 के द्वारा जनपद व तहसील बागेश्वर, के ग्राम पंचों के क्षेत्रान्तर्गत 2.81 एकड़ अर्थात् 1.14 है०-क्षेत्रफल में खनिज खनन का 20 वर्ष की अवधि के लिये खनन पट्टा स्वीकृत किया गया। उक्त खनन पट्टा विलेख का पंजीकरण उपनिबंधक कार्यालय बागेश्वर में दिनांक 22-02-2002 को पंजीकृत किया गया। जिसकी समयावधि 21-02-2002 को समाप्त हो जाने के कारण वृष्टिकोण औद्योगिक विकास अनुभाग-1 के शासनादेश संख्या 2250/VII-A-1/2021-74ख/2001 दिनांक 03 जनवरी 2022 के द्वारा उत्तराखण्ड गौण खनिज नीति, 2015(समय-समय पर यथा संशोधित) के प्राविधानानुसार श्री आनन्द सिंह कालाकोटी पुत्र श्री दिवान सिंह कालाकोटी, निवासी ग्राम दोफाड जनपद व तहसील बागेश्वर के पक्ष में स्वीकृत उक्त खनन पट्टे की अवधि 30 वर्षों तक विस्तारीकृत किये जाने की अनुमति प्रदान की गयी है से सम्बन्धित स्कीम ऑफ नॉन-फ्यूल उत्तरोत्तर खान बन्द करने की योजना कार्यालय ज्ञाप संख्या 1762/खनन/गौण खनिज-माइनिंग प्लान/26/मु0खनेई0/2015-16, दिनांक 31 अक्टूबर, 2015 तथा उत्तराखण्ड शासन के कार्यालय ज्ञाप संख्या 844/VII-1/2015/68-ख/2015 दिनांक 31 जुलाई, 2015 यथा संशोधित कार्यालय ज्ञाप संख्या 1589/VII-1/2015/68-ख/2015 दिनांक 31 अक्टूबर 2015 द्वारा जारी उत्तराखण्ड गौण खनिज नीति-2015 के प्रस्तर-3(दो)(1) एवं उत्तराखण्ड उपखनिज परिहार नियमावली 2001 के नियम 34 के अन्तर्गत प्रदत्त अधिकार का प्रयोग करते हुए कार्यालय आदेश संख्या 2015/खनन/नपला/मु0खनेई0/14/2022-23, दिनांक 24 सितम्बर 2022 के द्वारा गठित समिति की संस्तुति दिनांक 31-10-2022 के तहत श्री अखिल कुमार, रजिस्ट्रेशन नं० मु0ख0 / 14 / आर०क्यू०पी० / मु0खनेई०/नं०-15/Year 2020 द्वारा तैयार स्कीम ऑफ माइनिंग एवं उत्तरोत्तर खान बन्द करने की योजना को खान बन्द करने के लिये तुरन्त प्रभाव से खनन संक्रियाओं के सुनियोजित संचालन हेतु खनन कार्य सेमी स्टाइपेंड स्कीम के तहत ड्रिलिंग एवं ब्लास्टिंग के आगामी पांच वर्ष हेतु वर्ष 2022-23 में 7184 टन, वर्ष 2023-24 में 7184 टन, वर्ष 2024-25 में 7184 टन, वर्ष 2025-26 में 7184 टन एवं वर्ष 2026-27 में 7184 के उत्पादन हेतु प्रस्तुत स्कीम ऑफ नॉन-फ्यूल उत्तरोत्तर खान बन्द करने की योजना का अनुमोदन निम्नलिखित शर्तों/प्रतिबन्धों के अधीन किया जाता है :-

#### शर्तें/प्रतिबन्ध-

1. यदि वे तुरन्त पर बंदि वह पाया जाता है कि दस्तावेज में दी गई, उपलब्ध कराई गई सूचनाएं असत्य अथवा गलत हैं तो दस्तावेज रद्द है, तो दस्तावेज का अनुमोदन तत्काल प्रभाव से निरस्त कर दिया जायेगा।
2. खनन पट्टे के खनिज विकास एवं विनियमन) अधिनियम 1957 एवं उत्तराखण्ड उपखनिज परिहार नियमावली-2001 के अन्तर्गत बन्द होने वाली सूचना/विषय वस्तु का संगुप्त रखना/छिपाना यदि पाया जाता है और उसके सुधार हेतु कोई प्रस्ताव भी नहीं दिया जाता है, तो खनन योजना एवं उत्तरोत्तर खान बन्द करने की योजना का अनुमोदन तुरन्त प्रभाव से रद्द होना बन्द जायेगा।
3. खनन पट्टे एवं खनिजों के खनिज अन्वेषण/खनिज भण्डारण/खनिज का आंकलन एवं सत्यापन अनुमोदित खनन पट्टे के अनुसर किया जाना होगा। अनुमोदित खनन योजना एवं उत्तरोत्तर खान बन्द करने की योजना का अनुमोदन न होने जाने की दशा में खान एवं खनिज (विकास एवं विनियमन) अधिनियम 1957 एवं उत्तराखण्ड उपखनिज परिहार नियमावली-2001 के अनुसार कार्यवाही अमल में लायी जायेगी।
4. वृष्टिकोण द्वारा पट्टा विलेख की समस्त शर्तों का अनुपालन सुनिश्चित किया जाना होगा।



**LIFE**  
Lifestyle For Environment



**HEAD OFFICE**  
Uttarakhand Pollution Control Board  
"Gaura Devi Paryavaran Bhawan"  
46B, IT Park, Sahastradhara Road, Dehradun  
E-mail : msukpcb@yahoo.com, Phone No.-0135-2607092



UKPCB/HO/Con/A-358/2023/ 202

Date : 21/05.2023

**REGD. POST**

To,  
M/s Anand Singh Kalakoti Soapstone Mine,  
Vill. Papaun,  
Tehsil & Distt. Bageshwar.

Consolidated Consent to Operate and Authorisation hereinafter referred to as the CCA (Consolidated Consent & authorization) (Renewal) under Section-25 of the "Water (Prevention & Control of Pollution) Act, 1974" and under Section-21 of the "Air (Prevention & Control of Pollution) Act, 1981" and Authorization under "Rule-6(2)" of the "Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016" notified under "Environment (Protection) Act, 1986" as applicable (to be referred hereinafter as Water Act, Air Act and HW Rules respectively).

CAF ID - 8478	Application No. - 1184649
CCA (Renewal)	Date :- 27.01.2023

CCA is hereby granted to M/s Anand Singh Kalakoti Soapstone Mine for mining of Soapstone at Vill. Papaun, Tehsil & Distt. Bageshwar subject to the provisions of the Water Act, Air Act and Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and the orders that may be made further and subject to following terms and conditions :-

- This CCA is granted for the period upto 31.03.2024 and valid for mining of following product(s) with Capital Investment/Net Assets Values ₹ 3.96 Lacs. :-

S. No.	Last CCA		Present CCA (Renewal)	
	Product	Quantity (Per Year)	Product	Quantity (Per Year)
1	Soapstone	7184 MT	Soapstone	7184 MT

- Specific Conditions under Water Act :-

- The daily quantity of effluent discharge (KLD) :-

	Last CCA	Present CCA (Renewal)
Trade Effluent	Nil	Nil
Sewage	Nil	0.5

- Trade Effluent Treatment and Disposal :- ..... Nil.....

- Sewage Treatment and Disposal :- The applicant shall provide comprehensive Septic Tank/Soak pits as is required with reference to influent quantity and quality.

- Conditions under Air Act :-

- The applicant shall not use any fuel.
- Unit has to maintain ambient air quality and ensure that the same be kept within norms as prescribed under Environment (Protection) Rules, 1986.
- Unit has to follow ambient noise standards for night and day time as prescribed for respective areas/zones which are as follows :-

*oll*

Standards for Noise level in db(A) Leq	Industrial Area		Commercial Area		Residential Area		Silence Zone	
	Day time	Night time	Day time	Night time	Day time	Night time	Day time	Night time
	75	70	65	55	55	45	50	40

Day time : from 6.00 a.m. to 10.00 p.m., Night time: from 10.00 p.m. to 6.00 a.m.

4. **Conditions under Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 :-** There shall not be any hazardous waste, hence this rule is not applicable.
5. This CCA is valid for Extraction/mining of Soapstone by the process of Open cast semi mechanized method without drilling & blasting operation only.
6. **Compulsory documents to be submitted by the Industry/Unit :-**
  - (i) Environment Statement in Form-V of Environment (Protection) Rules, 1986.
  - (ii) Quarterly compliance report of the CCA, photograph of ETP/APCs/Waste Storage Area.
7. Unit has to apply for renewal of CCA well in advance of 60 days of expiry of this CCA.
8. Competent Authority reserves the right to change/modify/add any time any condition of this CCA.
9. Unit has to comply with the other Specific & General Conditions which are as follows.

**Specific Conditions:-**

1. The Consent to Operate will attract execution of Board's Order dated 02.12.2022 subject to directions of Hon'ble High Court in this regard in the PIL 93/2022 as issued from time to time.
2. The Occupier shall under take mining in conformity with approved Mining Plan with the conditions and Rules prescribed in this regard, and instruction issued time to time.
3. The Occupier shall make permanent pillar(s) along the boundary of the mining area and shall display details as- Name of Occupier, Lease Date & Validity, Lease Area etc. at prominent place.
4. The Occupier shall ensure that whatever deployment of labour attracts the Mines Act, the provision thereof shall be strictly followed.
5. The Occupier shall ensure regular water sprinkling in critically prone to air pollution and having high levels of Particulate Matter (PM) such as loading and unloading points and all transfer points.
6. The Occupier shall undertake adequate safeguard measures during extraction of minor minerals and ensure that due to this activity the hydro-geological refine of surrounding area shall not be affected.
7. Vehicular emission shall be kept under Control and regularly monitored. The mined material/over burden shall be carried out through the covered vehicles only and vehicles carrying the mined material/over burden shall not be overloaded.
8. Mining of soap stone only shall be carried out as per approved mining plan. Drilling/blasting etc shall be carried out only after prior approval of the Competent Authority.
9. Periodical medical examination of workers engaged in mining activity shall be carried out and records maintained.
10. The Occupier shall take all precautionary measures during mining operation for conservation & protection of endangered fauna & flora etc.
11. No change shall be made in mining technology and scope of mining work without prior approval of competent authority.
12. Mining shall be carried out in stipulated time and duration as permitted by competent authority.

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13. The Occupier shall comply with the directions/instructions issued by the competent authority from time to time.
14. The Occupier shall strictly adhere to the conditions of Environment Clearance issued by the competent authority & provisions of approved mining plan, scrupulously.
15. The occupier shall comply with the Environment Management Plan and shall execute proposed environment management activities, scrupulously.
16. Overburden generated from the mining process shall be managed and restored as per approved mining plan. Illegal disposal/dump of overburden shall be treated as non compliance.
17. The Occupier(s) shall mark the mining area as per allotted mining lease by Competent Authority and mining shall be carried out only in approval mining area.
18. The Occupier shall ensure to submit Ambient Air Quality Report at quarterly basis.
19. The Occupier shall strictly adhere to **Approved Mining Plan with Progressive Mining Closure Plan** duly approved by the competent authority. In case of non-compliance, this CCA shall stand withdrawn.
20. The Soapstone mining capacity shall not exceed the mining capacity as permitted by the Directorate of Geology & Mining, Uttarakhand.
21. The Occupier shall strictly adhere to condition of Consent to Establish and CCA issued by this Board.
22. Mining and other allied activities shall be carried out such a way so that ambient air quality of the area does not exceed the prescribed limit.
23. The Occupier shall strictly adhere to the provisions of the Water Act, Air Act, Environment (Protection) Act, and Rules/Notifications made thereunder.
24. **The applicant shall strictly avoid the usage of single use plastics in the premises as per the list of banned single use plastics mentioned in the notification of MoEF&CC, Government of India dated 12.08.2021 and notification of Uttarakhand Government issued vide letter no. 84/XXVIII-1-20-13(II)/2001 dated 16.02.2021.**

**General Conditions:-**

1. The applicant shall get analyse the samples of effluent/emission/hazardous wastes at least once in a three month from the laboratory recognized by the MoEF&CC and shall report to the UKPCB.
2. The applicant shall however, not without the prior consent of the Board bring into use any new or altered outlet for the discharge of effluent or gases emission or sewage waste from the unit.
3. Treated waste water and domestic waste water shall be disposed jointly at one disposal point. The applicant shall provide discharge measurement equipment at final disposal point.
4. The applicant shall strictly comply with conditions of this CCA and submit compliance report of stipulated conditions within 30 days of receipt of this CCA. If, at any point of time, it is found that the industry is not complying with stipulated conditions or any further direction/instruction issued by the Board, legal action shall be initiated against the applicant.
5. The applicant shall maintain good housekeeping. All valves/pipes/sewer/drains etc. must be leak-proof.
6. The industry shall provide "Inspection Book" at the time of inspection to the Board's officials.
7. Whenever due to any accident or other unforeseen act or event, such emission occurs or is apprehended to occur in excess of standards laid down, such information shall be reported to the Board's offices and all other concerned offices. In case of failure of pollution control equipment, the production process connected to it shall be stopped with immediate effect.
8. The industry shall operate in a manner so that all emissions be emitted through designated chimney/stack only.
9. In case of any damage to the agriculture productivity, human habitation etc. by the operation of industry, it shall be imperative to stop production in the industry with immediate effect and such information shall be reported to Board's offices. The industry

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UKPCB

shall be liable to pay compensation also in such cases as decided by the Competent Authority.

10. The applicant shall apply before the 60 days of expiry of CCA or any change in production types/ production capacity/manufacturing process/capacity enhancement etc. or any change in effluent discharge point or emission point.
11. The Board reserves the right to revoke/add/modify any stipulated condition issued along with CCA, as may be necessary.
12. The person authorized shall not rent, lend, sell, transfer or otherwise transport the hazardous waste without permission of Board.

  
S.K. Pattnaik  
Member Secretary

Letter No.: UKPCB/ HO/CON/A-358/2023/

Dated as Above.

Copy to: Regional Officer, Uttarakhand Pollution Control Board, Haldwani, Distt. Nainital for information and compliance of the same.

  
Member Secretary