

**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,  
AT NEW DELHI**

**IN  
ORIGINAL APPLICATION NO. 48 OF 2024**

**IN THE MATTER OF:**

Ashwini Kumar Saini

**..... APPLICANT**

**VERSUS**

Ministry of Environment, Forest and Climate  
Change Through Its Secretary &Ors.

**..... RESPONDENTS**

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(MOHD. YASIR ABBASI)

ADVOCATE

PLACE: NEW DELHI

DATED: 21.10.2024

REG. NO. UP/9432/2022  
(TR D/603/2007)

**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH, AT  
NEW DELHI**

**IN**

**ORIGINAL APPLICATION NO. 48 OF 2024**

**IN THE MATTER OF:**

Ashwini Kumar Saini, Mahasachiv, Sunder Nagar  
Progressive Development Forum(R), 10, Indira  
Market, BBMB Colony Sunder Nagar, District  
Mandi (H.P.)

..... **APPLICANT**


**VERSUS**

1. Ministry of Environment, Forest and Climate Change Through Its Secretary
2. State of Himachal Pradesh through its Chief Secretary H.P.
3. Himachal Pradesh Pollution Control Board through its Member Secretary
4. National Highway Authority of India through its Project Director, PIU- Mandi, Bagla Muhal Chakkar, PO Nagchala, Mandi
5. District Magistrate Mandi (H.P.)
6. District Magistrate Bilaspur (H.P.)


..... **RESPONDENTS**

**ADDITIONAL REPLY ON BEHALF OF RESPONDENT NO.  
04- NHAI, PROJECT DIRETOR, PROJECT  
IMPLEMENTATION UNIT- MANDI (H.P.) SUPPORTED WITH  
AFFIDAVIT**

1. That it is humbly submitted the answering Respondent No. 4 - NHAI, PIU Mandi had filed a Reply before this Hon'ble Court on 11.08.2024 in pursuant to the order dated 08.07.2024 passed by the Hon'ble Court in the instant matter.

 परियोजना निदेशक Project Director  
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण  
National Highways Authority of India  
परियोजना/कार्यन्वयन इकाई मण्डी  
PIU Mandi

2. That it is humbly submitted that the present matter was listed on 14.08.2024 wherein the Respondent No. 4 appeared before this Hon'ble Court, and in respect of the Reply filed by Respondent No. 4, time was sought to place on record certain additional documents. As such, this Hon'ble Court was pleased to grant time to the Respondent No. 4 to place on record the Additional Documents and listed the matter on 13.09.2024.
3. That it is humbly submitted that since the Additional Documents are being compiled, therefore the Respondent No. 4, on 13.09.2024, appeared before this Hon'ble Court and sought further time to place on the record such Additional Documents/ Reply. This Hon'ble Court was pleased to grant two weeks' time to Respondent No. 4 to file such additional documents/ reply and has posted the matter for 01.10.2024.
4. That as such, the present Additional Reply is being filed to bring on record additional documents for kind convenience of this Hon'ble Court.
5. That National Highways Authority of India is a statutory body created by an Act of Parliament i.e. The National Highways Authority of India Act, 1988 under Ministry of Road Transport and Highways to execute projects of National importance for development and maintenance of National Highways in different States of India with regard to those stretches of National Highways vested in/entrusted to it by Central Government.
6. At the outset, it is humbly submitted that the present Original Application under Section 14 and Section 15 of National Green Tribunal Act, 2010 has been registered by this Hon'ble Court by exercising *suo-moto* jurisdiction taking cognizance of letter dated 13.08.2023 sent by Ashwani Kumar Saini (Applicant/ Complainant), who is the Mahasachiv of Sunder Nagar Progressive Development Forum (R). In the said letter it has been alleged that illegal mining is being carried at large scale out on the hilly area situated in Kiratpur Sunder Nagar Four Lane. It has been further alleged that huge quantity of bajri, stone and other mineral material is being extracted illegally which is in violation of environmental laws and norms.
7. That this Hon'ble Court was pleased to constitute Joint Committee comprising Himachal Pradesh State Pollution Control Board, District Magistrates, District Mandi and Bilaspur, State of Himachal Pradesh vide its order dated 07.03.2024 and has further directed the Joint Committee to

  
 परियोजना निदेशक Project Director  
 भारतीय राष्ट्रीय राजमार्ग प्रधिकरण  
 National Highways Authority of India  
 परियोजना/कार्यन्वयन इकाई मण्डी  
 PIU Mandi

submit a factual report within two months, after visiting the site and collecting relevant information and listed the matter on 20.05.2024.

8. That both the committees of Mandi and Bilaspur has submitted to the Hon'ble Court that some private landowners have caused cutting in their own land for developmental purpose and constructed protection walls for land development. It is also highlighted by the committee that NHAI has issued notices to such landowners to take access permission from Highway Administrator under Land & Traffic Control Act 2002.
9. That it is to submit that the cutting of private land in complaint/petition was done by private landowners and NHAI has no role in hill cutting mentioned by Complainant as the National Highway section where complaint has raised concerns is in operations since 5<sup>th</sup> September 2023 and since then no works are being executed by NHAI.
10. That it is to apprise this Hon'ble Court that answering Respondent No. 4 had undertaken to construct a four-lane road of Kirartpur to Nerchowk Section of NH-21 from Km 0.000 to Km. 182.215 excluding Sundernagar bypass in the State of Punjab & Himachal Pradesh.
11. It is submitted that the work of constructing a four-lane road has been executed by the NHAI through different agencies i.e. Contractor/Concessionaire. Furthermore, it is worthwhile to mention herein that the Project of constructing a four lane road of Kirartpur to Nerchowk Section of NH-21 has been completed and is operational since 05.09.2023 for public and the traffic and is plying smoothly.
12. That it is humbly submitted that in respect of the averments made by the Respondent No. 4 in its earlier Reply dated 11.08.2024, wherein, it was mentioned that the Answering Respondent No. 4 has received two letters bearing No. PCB/R.O/MND/1234/O.A no. 48/2024/-2925-28 dated 28.03.2024 and PCB/RO/BLP/160/OA No. 48/2024/-1854-61 dated 21.03.2024 from Regional Officer, HPSPCB Mandi and Regional Officer, HPSPCB Bilaspur, whereby some information were sought in pursuant to the order dated 07.03.2024 passed by the this Hon'ble Court in O.A. No. 48/2024- Ashwini Kumar Saini versus State of H.P.

13. That it is humbly submitted that the answering Respondent No. 4 has clarified vide its letter no. NHAI/PD/PIU-Mandi/2023-24/05/10 dated 02.04.2024 in lieu of the aforesaid letters that the contractor/Concessionaire had not extracted and utilized any mineral materials from the scope of excavations. It has been further clarified by the answering Respondent No. 4 that total excess muck generated in the project length from excavation within ROW is approx. 400000 cubic meter which is not required for project works has disposed the same in the land of local people as per their requirement through mutual agreement between Contractor/Concessionaire and landowners.
14. That it is humbly submitted that this Hon'ble Court has raised a pin-point query in respect of the disposal of muck in excavation within ROW, which was approx. 400000 cubic meter, it is respectfully submitted that the Answering Respondent No. 4 has received Environmental Clearance for widening and improvement of existing carriage way 2/4 lane of Bilaspur - Ner Chowk Section of N.H. 21 from 134.5002 km to 186.500 km in the State of Himachal Pradesh, vide F. No. F.NO.10-118/2011-IA.III, ISSUED BY MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE DATED 21.03.2013 AS WELL AS F.NO.10-52/2011-IA.III, ISSUED BY MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE DATED 21.03.2013. The Project was completed as per the Environmental Clearances received by the Ministry of Environment, Forest & Climate Change.
15. That it is humbly submitted that for completion of the work, the Respondent No. 4 had obtained necessary permissions from H. P. State Pollution Control Board under Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981. Accordingly, Hot mix plant & Crusher was established for crushing of aggregated generated by way of excavation in acquired land/diverted which was used for construction of National Highway
- Copies of CTE (Consent-To-Establish) & CTO (Consent-To-Operate) as per the provisions of aforesaid Act are collectively annexed herewith as **ANNEXURE A-1 (COLLY)**.
16. That it is humbly submitted that as per the Clause 6(iii)(a) of Environmental Clearance - F.NO.10-118/2011-IA.III and as per Clause 7(iii)(a) of Environmental Clearance - F.NO.10-52/2011-IA.III, it has been specifically provided that no excavation or dumping on private property is carried out without written consent of the owner. It is submitted that the excess muck has been disposed of on the private property as per agreement between Concessionaire/Contractor with landowners.

परियोजना निदेशक Project Director  
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
 National Highways Authority of India  
 परियोजना/कार्यन्वयन इकाई मण्डी  
 NHAI Mandi

Copies of Agreement between Landowners and concessionaire of NHAI for disposal of muck is annexed herewith as **ANNEXURE A-2.**

17. That it is humbly submitted that the Answering Respondent No. 4 has complied with the conditions of Environmental Clearances, as stated above, and has not done any mining on the construction of the roads. It is submitted that the construction of Road was only done after obtaining prior permission of the Ministry of Environment, Forest & Climate Change and work of cutting of hills is done on acquired land only and the maximum cut material is used in fill sections on highway alignment. The excess muck is disposed off by way of disposal in low lying private lands after entering into Agreement between Concessionaire/Contractor and land owners as per Clause 6(iii)(a) of Environmental Clearance - F.NO.10-118/2011-IA.III and as per Clause 7(iii)(a) of Environmental Clearance - F.NO.10-52/2011-IA.III, as per EPA Notification dated 14.09.2006 and its amendment thereafter, bare minimum cutting of hill within proposed ROW for improvement of black spots, poor curve, location for the safety of the road users as per applicable IRC Hills Guidelines.
18. That it is humbly submitted that the cutting of hills, excavation, tunneling, etc. are the generic site-specific engineering requirement for development of national highway as per specific guidelines of IRC/MoRTH. It is humbly submitted that the activities, as mentioned above, are not under the purview of mining as per categorization of activities mentioned in EIA Notification under Environment Protection Act, 1986.
19. That it is humbly submitted that while seeking Environmental Clearance from MoEF, the answering respondent no.4 had prepared & submitted EIA & EMP. It was made clear that construction of Highway either in widening or new greenfield 4-lane alignment will involve cutting of hills as well as filling of low sections on acquired/diverted land. Accordingly, MoEF had granted Environmental Clearance *vide* F. No. F.NO.10-118/2011-IA.III, ISSUED BY MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE DATED 21.03.2013 AS WELL AS F.NO.10-52/2011-IA.III, ISSUED BY MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE DATED 21.03.2013.


Copy of the Environmental Clearance *vide* F. No. F.NO.10-118/2011-IA.III, ISSUED BY MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE DATED 21.03.2013 is annexed herewith as **ANNEXURE A-3.**



परियोजना निदेशक Project Director  
 भारतीय राष्ट्रीय राजमार्ग प्रधिकरण  
 National Highways Authority of India  
 परियोजना/कार्यन्वयन इकाई मण्डी  
 PIU Mandi

Copy of the Environmental Clearance *vide* F.NO.10-52/2011-IA.III, ISSUED BY MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE DATED 21.03.2013 is annexed herewith as **ANNEXURE A-4**.

20. That it is humbly submitted that this Hon'ble Court during the hearing on 14.08.2024 has reflected on the issue whether the present matter is covered with the order dated 27.02.2012 passed by Hon'ble Supreme Court in Deepak Kumar etc. versus State of Haryana & Ors. (SLP No. 19628-19629 of 2009). It is humbly submitted that the order dated 27.02.2012 passed in the Deepak Kumar (supra) is not applicable on the present case inasmuch as order is only limited to the leases of minor mineral including their renewal for an area of less than five hectares leases of minor mineral. Moreover it is submitted that the construction of four-lane road of Kirartpur to Nerchowk Section of NH-21 (from Km 0.000 to Km. 12.750 & Km. 182.215 excluding Sundernagar bypass) (Pkg-1) in the State of Punjab & Himachal Pradesh (Brownfield) undertaken by the answering Respondent No. 4 is for the use of public and not under any lease but after compliance of conditions of Environment Clearances and after obtaining prior permission of Ministry of Environment, Forest & Climate Change. Furthermore, it is submitted that the excess muck is disposed off in low lying private lands, as per the Agreement with the concerned landowners in accordance with the Environmental Clearance, as mentioned in Para No. 17 of the present Reply and after obtaining Environment Clearance Permissions and the answering Respondent No. 4 has not done any mining for the construction of road as stated above.
21. That it is humbly submitted that in the present Suo-moto case on the complaint of the complainant herein, the primary issue involved was of hill-cutting by private landowners and a Joint Inspection was carried out with all the stakeholders wherein it has been found that no hill-cutting has been done.
22. That further it is humbly submitted that no access permission has been taken at the above mentioned locations for which NHAI has issued notices under section 24 of NH Land and Traffic act 2002 and the same has been submitted by respondent No. 4 *vide* letter No NHAI/PD/PIU-Mandi/2023-24/Misc/05/681 dated 19-06-2024.
23. That, further, in addition to the above, it is submitted that the subject to monitor the hill-cutting and its regulation does not fall within the jurisdiction of the Answering Respondent No. 4 i.e. NHAI.

  
 परियोजना निदेशक Project Director  
 भारतीय राष्ट्रीय राजमार्ग प्रधिकरण  
 National Highways Authority of India  
 परियोजना/कार्यन्वयन इकाई मण्डी  
 PIU Mandi

24. That it is submitted that the Answering Respondent No. 4, while constructing the aforesaid highway, which has been completed and its operational since 05.09.2023 for public and the traffic is plying on the same smoothly, has complied with all the statutory conditions.
25. That it is submitted that as far as the control of access of highway is concerned, NHAI from time-to-time, issued notices u/s 28/29 of the Control of National Highways (Land & Traffic) Act, 2002 for access of the private property on the highways.
26. That it is humbly submitted that to monitor hill cutting & its regulation does not fall under jurisdiction of NHAI. It is submitted that NHAI has implemented the Project within the dedicated ROW acquired as per NH Act, 1956. Hence, NHAI has no purview to monitor any activity or land in question beyond the dedicated ROW of NHAI.
27. That it is humbly submitted that the Mining Officer has certified in its report to the Regional officer, HPSPCB, Bilaspur, vide its Letter No. MO/BLP/Complaint me Ghumarwin - 191/2023-11, dated 02.04.2024 that all the applicable royalties has been deposited by the Concessionaire and no illegal mining has been done by concessionaire during the construction of Kiratpur-Nerchowk highway stretch Copy of the Report issued by the Mining Officer, Bilaspur (H.P.) to the Regional Officer, HPSPCB, Bilaspur, vide its Letter No. MO/BLP/Complaint me Ghumarwin - 191/2023-11, dated 02.04.2024 is annexed herewith as **ANNEXURE A-5**.
28. That DC Bilaspur has issued SOP to monitor hill cutting permissions vide letter no.19777-19794 dated 29.04.2024 wherein in compliance to CWPIIL 31 of 2023 of Hon'ble High Court Shimla, directions have been issued to all SDMs to keep a check on all hill cutting activities and ensure proper muck dumping plan from such landowners.
- Copy of the SOP issued by the DC, Bilaspur, vide letter No. 19777-19794 dated 29.04.2024 is annexed herewith as **ANNEXURE A-6**.
29. Thus, in the view of above what has been stated herein above, it is expedient in the interest of justice that this Hon'ble Court may kindly be pleased to dispose of the present Original Application No. 48 of 2024 qua the answering Respondent No. 4, so that justice may be done, and/or pass any such other or further order or direction, as this Hon'ble Court may deem fit and proper under the facts and circumstances of the present

**PRAYER**

**WHEREFORE**, in the view of above what has been stated herein above, it is expedient in the interest of justice that this Hon'ble Court may kindly be pleased to dispose of the Original Application No. 48 of 2024- Ashwani Kumar versus Ministry of Environment & Ors. of qua the answering Respondent No. 4- NHAI, so that justice may be done, and/or pass any such other or further order or direction, as this Hon'ble Court may deem fit and proper under the facts and circumstances of the present case.

**AND FOR THIS ACT OF KINDNESS THE RESPONDENT PARTY NO. 4 SHALL REMAIN FOREVER OBLIGED.**



**FOR RESPONDENT NO. 4- NHAI**

**PROJECT DIRECTOR**

**NHAI, PIU-MANDI**

**THROUGH**

**(MOHD. YASIR ABBASI)**

**ADVOCATE**

**PLACE: NEW DELHI**

**DATED: 30.09.2024**

**REG. NO. UP/9432/2022**

**(TR D/603/2007)**

**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,**  
**AT NEW DELHI**  
**IN**  
**ORIGINAL APPLICATION NO. 48 OF 2024**

**IN THE MATTER OF:**

Ashwini Kumar Saini, Mahasachiv, Sunder Nagar  
 Progressive Development Forum(R), 10, Indira  
 Market, BBMB Colony Sunder Nagar, District  
 Mandi (H.P.)

..... APPLICANT

**VERSUS**

1. Ministry of Environment, Forest and Climate Change Through Its Secretary
2. State of Himachal Pradesh through its Chief Secretary H.P.
3. Himachal Pradesh Pollution Control Board through its Member Secretary
4. National Highway Authority of India through its Project Director, PIU- Mandi, Bagla Muhal Chakkar, PO Nagchala, Mandi
5. District Magistrate Mandi (H.P.)
6. District Magistrate Bilaspur (H.P.)

..... RESPONDENTS

**AFFIDAVIT IN SUPPORT OF ACCOMPANYING REPLY**

I Varun Chari, aged about 36 years, Son of Shri Suresh Kumar Chari; Profession- Government Service, presently working as Project Director, PIU- Mandi having my office at Bagla Muhal



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Chakkar P.O. Nagchala, Tehsil Balh and District Mandi (H.P.)-175021 the deponent herein, presently at New Delhi, do hereby solemnly affirm and state on oath as hereunder:

1. That the deponent is Respondent No. 4 in the above noted Original Application No. 48/2024- Ashwani Kuamr Saini versus Ministry of Environment, Forest and Climate Change & Ors. and is well conversant with the facts and circumstances of the present case based on official information and records maintained in the ordinary course of business by NHAI. A copy of the Photo Identity Card of the deponent herein is annexed here-with as **ANNEXURE: A.**
2. That the deponent has read the accompanying reply and understood the contents therein and state that the same are true and correct to the best of my knowledge and belief.
3. That the deponent submits that the annexures annexed to the reply are original postal receipts.



**DATED: 23.09.2024**

**PLACE: NEW DELHI**


  
**DEPONENT**

**VERIFICATION:**


I, the deponent above named, do hereby verify that the contents of Paras 1 to 3 of the aforesaid affidavit are true and correct to my knowledge and record, no part of it is false and nothing material has been concealed therefrom.

Affirmed on this the <sup>23</sup> day of September, in the Year 2024 at New Delhi.

**ATTESTED**  
22/9  
**NOTARY PUBLIC, DELHI**

  
**DEPONENT**  
परियोजना निदेशक Project Director  
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
National Highways Authority of India  
परियोजना / कार्यालयका इकाई मण्डी  
PIU Mandi

23 SEP 2024

  
I Identify the Executant Deponent  
he has signed in my presence.

**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH.**

**AT NEW DELHI**

**IN**

**ORIGINAL APPLICATION NO. 48 OF 2024**

**IN THE MATTER OF:**

Ashwini Kumar Saini

..... APPLICANT

**VERSUS**

Ministry of Environment, Forest and Climate

Change Through Its Secretary & Ors.

..... RESPONDENTS


**ANNEXURE NO. A-1(COLLY)**

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परियोजना निदेशक Project Director  
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
National Highways Authority of India  
परियोजना/कार्यन्वयन इकाई मण्डी  
PIU Mandi



## H.P.STATE POLLUTION CONTROL BOARD

HIM PARIVESH, PHASE-III, NEW SHIMLA-171009.

Website:- <http://hppcb.nic.in>

HPSPCB No : 865

Date: 01/04/2021

Industry Registration ID: HP01930159

Application No : 3410058

To,

Gawar construction limited(mobile stone crusher)  
Vill thapna  
Vill thapna teh sri naina devi ji ddistt bilaspur  
Bilaspur  
174001

Subject: Consent to Establish u/s 25/26 of Water (Prevention & Control of Pollution) Act, 1974 and u/s 21 of Air (Prevention & Control of Pollution) Act, 1981.

With reference to your application for obtaining 'Consent to Establish' u/s 25/26 of Water (Prevention & Control of Pollution) Act, 1974 and u/s 21 of Air (Prevention & Control of Pollution) Act, 1981, you are hereby, authorized to Establish an industrial unit subject to the Terms and Conditions as mentioned in this Consent letter.

### 1.Particulars of Consent to Establish under Water Act, 1974 and Air Act, 1981 granted to the industry

Consent No.	CTE/BOTH/NEW/RO/2021/3410058
Date of issue :	31/03/2021
Date of expiry :	30/03/2022
Certificate Type :	NEW
Previous CTE No. & Validity :	

### 2. Particulars of the Industry

Name & Designation of the Applicant	Jatinder Kumar, (Deputy project manger)	
Address of Industrial premises	Gawar construction limited(mobile stone crusher), Vill thapna, Vill thapna teh sri naina devi ji ddistt bilaspur.Bilaspur-174001	
Capital Investment of the Industry	380.33 lakhs	
Category of Industry	Orange	
Type of Industry	2064-Stone crushers	
Scale of the Industry	Small	
Office District	Bilaspur	
Capacity	Aggregates (Crushed Stones) @ 18000 M.T./Month.	
Raw Materials (Name with quantity per day)		
Raw Materials	Quantiry	Unit
stone metal	18900	M.T./Month

"This is computer generated document from OCMMS by HPSPCB"

Gawar construction limited(mobile stone crusher),Vill thapna,Vill thapna teh sri naina devi ji ddistt bilaspur,Bilaspur,174001

Page1

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Products (Name with quantity per day)				
Name of Products	Unit	Quantity	Intermediate Product	Principal Use
Aggregates	M.T./Month	18000	Nil	For Construction of road Work , Bridge & protection Works

#### Details of the Effluent Treatment Plant

Type of Effluent	Capacity(KLD)	Quantity(KLD)
Pre-treatment	20	2
Septic Tank	10	0.8

#### Mode of Disposal

Description	Quantity(in KLD)	Method of Treatment	Method of Disposal
Industrial Process	2	Recycled	Recycle
Domestic	0.8	Soak Pit/Septic Tank	Other

#### Quantity of fuel required (in TPD) and capacity of boilers/ Furnace/Thermo heater etc.

Type	No.of Boiler/'Heater/ Evaporator/Incinerator/DG Set/Other	Capacity	Type of Boiler/'Heaters /Evaporators/Incinerator/DG Sets/Others	Type of Fuel	Fuel consumption rate in MT/hour or KL/hour or M3 /hour
DG Sets	1	160KVA	Acoustically Enclosed	Diseal	20 ltr/hr

#### Type of Air Pollution Control Devices installed

Equipment Type	Equipment Name	Date/proposed date of installation	Efficiency(% reduction)	Final concentration of pollution being emitted
Boiler	Others	Mon Jan 18 00:03:00 IST 2021	95%	As per norms
DG Set	DG Sets	Mon Jan 18 00:03:00 IST 2021	95%	as per Norms

ATUL  
PARMAR

Digitally signed  
by ATUL PARMAR  
Date: 2021.04.01  
16:19:00 +05'30'

"This is computer generated document from OCMMS by HPSPCB"

Gawar construction limited(mobile stone crusher),Vill thapna,Vill thapna teh sri naina devi ji ddistt bilaspur,Bilaspur, 174001

Page2



**Atul Parmar**  
**Environmental Engineer**  
**For & on behalf of**  
**( H. P. State Pollution Control Board)**

**Endst. No.:**

**Copy To:-**

1. The Member Secretary, HP State Pollution Control Board, Shimla for information please
2. Case File
3. Guard File

**ATUL**  
**PARMAR**

Digitally signed  
 by ATUL PARMAR  
 Date: 2021.04.01  
 16:19:15 +05'30'

**Atul Parmar**  
**Environmental Engineer**  
**For & on behalf of**  
**( H. P. State Pollution Control Board)**

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## TERMS AND CONDITIONS

### A. SPECIFIC CONDITIONS

1. This Consent to Establish is only for the purpose and under the provision of Water Act, 1974 and Air Act, 1981 as the case may be, and will not construed as substitute for mandatory clearances required for the project under any other law/regulation/direction/order and the applicant shall obtain any such mandatory clearance before taking any steps to establish industry/ industrial plant, operation or process or any treatment and disposal system or an extension or addition thereto.
2. Nothing in this Consent shall be deemed to neither preclude the institution of any legal action nor relieve the applicant from any responsibilities, liabilities or penalties to which the applicant is or may be subjected to under this or any other Act.
3. The unit shall apply for further extension in the validity of the Consent to Establish, at least two months before the expiry of this 'Consent to Establish', if applicable.  
or  
The unit shall obtain prior Consent to Operate from the State Board, before starting operational activity and gets its completion plan approved by the Competent Authority (As applicable).
4.
  - i) The unit shall made provisions for the compliance of Waste Management Rules i.e. Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016/ Plastic Waste Management Rules, 2016/ E-Waste (Management) Rules, 2016/Construction & Demolition Waste Management Rules, 2016 and Manufacture, Storage & Import of Hazardous Chemical Rules, 1989 and provisions made thereunder, as amended from time to time, without any adverse effect on the environment, in any manner (As Applicable)
  - ii) The unit shall made provisions for the compliance Solid Waste Management Rules, 2016 and provisions made thereunder and unit shall also not practice burning activity of solid waste/waste generated from fuel within/outside premises, to avoid public nuisance.
5. This 'Consent to Establish' is for:-
  - i) The emissions from all sources conforming to the norms as prescribed in Schedule-I of Environment (Protection) Rules, 1986 as amended from time to time.
  - ii) Noise and Ambient Air Quality shall be maintained within Ambient Air Quality Standards for noise as specified in Schedule-III of Environment (Protection) Rules, 1986 and Noise Pollution (Regulation and Control) Rules, 2000, as amended from time to time.
  - iii) The effluent (Domestic/Industrial) shall conform to the limits as prescribed in Schedule-I or Schedule-VI or Industry specific standards of Environment (Protection) Rules, 1986 as amended from time to time.
  - iv) Sewage and sullage generated from the unit to be disposed-off in a properly designed septic tank system/Sewage Treatment Plant/ Public Sewer System (as applicable).
6. The unit shall install adequate pollution control devices and provide the separate energy meter and flow meter. The unit shall maintain the logbook/ record with respect to operation of pollution control devices (As applicable). The achievement of the adequacy and efficiency of the effluent treatment plant/pollution control devices/re-circulation system installed shall be the entire responsibility of the unit.
7. **CONDITIONS UNDER WATER (PREVENTION & CONTROL OF POLLUTION) ACT, 1974.**
  - a) The unit shall provide terminal manhole(s) at the end of each collection system and a manhole upstream of final outlet (s) out of the premises of the industry for measurement of flow and for taking samples.
  - b) The unit shall install flow meter and maintain the record regarding the daily water consumption.

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- c) The pollution control devices shall be interlocked with the manufacturing process of the industry (if applicable) and the authorized outlet and mode of disposal shall not be changed without the prior written permission of the Board. Unit shall not use any unauthorized outlet(s) for discharging effluents from its premises.
- d) Solids, sludge, filter backwash or other pollutant removed from or resulting from treatment or control of waste waters shall be disposed-off in scientific manner.
- e) The unit shall submit a detailed plan showing therein, the distribution system for conveying wastewaters.

**8. CONDITIONS UNDER AIR (PREVENTION & CONTROL OF POLLUTION) ACT, 1981.**

- a) The unit shall provide canopy and stack of adequate height of the D.G sets so as to control the noise & air pollution in order to comply with the provision of notification No GSR-371 E dated 17-5-2002 or direction as issued by MOEF from time to time, under Environment (Protection) Act, 1986.
- b) The unit shall ensure disposal of boiler ash/fuel ash through authorized person or within premises in a scientific manner (as the case may be) and shall maintain proper record for the same, if applicable.
- c) The unit shall provide proper and adequate air pollution control arrangements for control emission from its coal/fuel handling area and emissions from handling, transportation and processing of raw material & product of the industry, as applicable.
- d) The unit shall provide port-holes, platforms and/or other necessary facilities as may be required for collecting samples of emissions from any chimney, flue or duct or any other outlets as per the specifications.

**Specifications of the port-holes shall be as under:-**

- i) The sampling ports shall be provided atleast 8 times chimney diameter downstream and 2 times upstream from the flow disturbance. For a rectangular cross section the equivalent diameter (De) shall be calculated from the following equation to determine upstream, downstream distance:-  

$$De = 2 LW / (L+W)$$
Where L= length in mts. W= Width in mts.
- ii) The sampling port shall be 7 to 10 cm in diameter
- e) The unit shall submit a detailed plan showing therein, the distribution system for conveying wastewaters.

**(i) Stack height for boiler plants**

S.NO.	Boiler with Steam Generating Capacity	Stack heights
1.	Less than 2 ton/hr.	9 meters or 2.5 times the height of neighboring building which ever is more
2.	More than 2 ton/hr. to 5 ton/hr.	12 meters
3.	More than 5 ton/hr. to 10 ton/hr	15 meters
4.	More than 10 ton/hr. to 15 ton/hr	18 meters

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5.	More than 15 ton/hr. to 20 ton/hr	21 meters
6.	More than 20 ton/hr. to 25 ton/hr.	24 meters
7.	More than 25 ton/hr. to 30 ton/hr.	27 meters
8.	More than 30 ton/hr.	30 meters or using the formula $H = 14 Q_g^{0.3}$ $H = 74 (Q_p)^{0.24}$ Where $Q_g$ = Quantity of SO <sub>2</sub> in Kg/hr. $Q_p$ = Quantity of particulate matter in Ton/day.

**Note :** Minimum Stack height in all cases shall be 9.0 mtr. or as calculated from relevant formula whichever is more.

(ii) For industrial furnaces and kilns, the criteria for selection of stack height would be based on fuel used for the corresponding steam generation.

(iii) Stack height for diesel generating sets:

Capacity of diesel generating set	Height of the Stack	
0-50 KVA	Height of the building	+ 1.5 mt
50-100 KVA	-do-	+ 2.0 mt.
100-150 KVA	-do-	+ 2.5 mt.
150-200 KVA	-do-	+ 3.0 mt.
200-250 KVA	-do-	+ 3.5 mt.
250-300 KVA	-do-	+ 3.5 mt.

**For higher KVA rating stack height H (in meter) shall be worked out according to the formula:**

$$H = h + 0.2 (KVA)^{0.5}$$

where h = height of the building in meters where the generator set is installed.

9. The unit shall submit on-site and off-site emergency plan approved by the Chief Inspector of Factories, Himachal Pradesh (if applicable)
10. The unit shall provide real time online monitoring equipment's and provisions for the uninterrupted transfer of data as per guidelines of CPCB (if applicable);
11. The unit shall provide adequate arrangements for fighting the accidental leakages/ discharge of any air pollutant/gas/liquids from the vessels, mechanical equipment's etc. which are likely to cause environmental pollution.
12. The unit shall plant minimum three layer of trees so far possible as per plantation guide (may be download from the website <http://hppcb.nic.in/plantationguide.pdf>) all along the boundary of the industrial premises and check air/water/noise pollution at source.
13. Any guidelines issued by the Central Government/State Government/MoEF/CPCB/SPCB/any other authority concerned, shall be binding.
14. This 'Consent to Establish' is subject to orders on any litigation pending in any Court of Law. Any direction/order issued by any court shall be binding (if any).
15. The Board reserves the right to revoke the 'Consent to Establish' granted to the industry at any time, in case the industry is found violating the provisions of Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981 as amended from time to time.
16. The unit shall comply with any other conditions laid down or directions issued in due course by the Board under the provisions of the Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981.

#### B. OTHER CONDITIONS

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1. The unit shall comply with the conditions imposed by the MoEF/State Level Environment Impact Assessment Authority/ District Level Environment Impact Assessment Authority in the environmental clearance granted to it as required under EIA notification dated 14-9-06, if applicable.
2. The issuance of this consent does not convey any property right in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Central, State or Local Laws or Regulations.
3. Stone Crusher units shall comply with the provisions of guidelines notified by the State Government vide Notification No. STE-E(3)-11/2012, dated 29-05-2014 (If Applicable).
4. Brick Kiln units shall comply with the provisions of guidelines notified by the MoEF vide Notification No. G.S.R.233.(E), dated-15-03-2018 and by the State Government vide Notification No. STE-E(5)-6/2013, dated-07-03-2014 (If Applicable).
5. Hydroelectric Projects shall install Online Real Time Monitoring System for the measurement of 15% of minimum discharge in lean season as per orders of Court/Government. The unit shall also ensure provisions for the regular and uninterrupted transfer of data from the real time online monitoring system for 15% of minimum discharge of flow to SPCB, failing which unit shall be liable for action on account of violation of the directions issued by Court/Government/SPCB in this regard (If Applicable).
6. Unit shall strictly adhere to the capacity approved by the Industries Department/ Department of Tourism & Civil Aviation/any other concerned Authority (As Applicable).
7. The unit shall not cause any nuisance/traffic hazard in vicinity of the area.
8. The unit shall ensure that there will not be significant visible dust emissions beyond the property line.
9. The unit shall obtain and submit Insurance cover as required under the Public Liability Insurance Act, 1991.
10. The unit shall put display Board indicating environmental data in the prescribed format at the main entrance gate.
11. The unit shall maintain record regarding the operation of effluent treatment plant i.e. record of quantity of chemicals and energy utilized for treatment and sludge generated from treatment so as to satisfy the Board regarding regular and proper operation of pollution control equipment.
12. Any amendments/revisions made by the Board/CPCB/MOEF in the emission/stack height standards shall be applicable to the industry from the date of such amendments/revisions.

**C. SPECIAL CONDITIONS**

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- (1) The unit / project proponent shall ensure that no waste of any kind is disposed of into any water body.
- (2) The raw Materials and finished products shall be stacked scientifically so as to minimize fugitive dust generation.
- (3) This consent has been granted considering the adequacy of the proposed pollution control devices and waste management systems/mechanisms only and subject to additional general & specific conditions imposed in the Consent letter. This Consent of the State Board does not absolve the proponent of his responsibility to take pre-approvals / approvals / prior NOCs / NOCs from other deptts/agencies as the case may be, for the violation of which, the State Board bears No responsibility.
- (4) No Washing of the material shall be carried out. Unit shall provide sprinklers at all material transfer points and over the screen. The unit shall also provide all APCDs as mandatory for stone crushers as notified by GoHP from time time time as the case may be.
- (5) The site has not been inspected as per Office Order Endst. No PCB/ Review Meeting/NOCs/2019-19462-78 dt: 09.09.2019 and the consent has been granted in view of the self-declaration and documents submitted by the project proponent. The site suitability report has been signed / approved by the Project Director NHAI and according to the report the site is meeting the site suitability criteria notified by the State Govt. The consent is processed and granted on this site suitability basis.
- (6) Taking NOCs/Approvals from other agencies / deptts. has also been dispensed with as per office order Endst No. PCB/Review Meeting/NOCs/2019-21562-80 dt: 04.10.2019 and accordingly not taken; it is solely units' / proponents responsibility to take all other NOCs / licences from other deptts / agencies. (7) The unit shall not operate the without valid Consent to Operate of the State Board as applicable.
- (8) The unit shall be established at the proposed location only and the responsibility of the same shall lie entirely on the project proponent.
- (9). The unit shall make an agreement with HW Recycler for the disposal of used oil from the DG and make an application for HW Authorization under HOWM Rules 2016 at the time of filing the application for Consent to Operate Fresh.
- (10) In compliance to the Orders of the Hon'ble Supreme Court with regard to display of data outside main factory gate about Water and Air emissions and Solid Waste generated within the factory premises (NGT order OA No 804/2017 titled Rajiv Narayanan & Anr v/s UOI & Ors with the Research Foundation for Science, Technology and Natural Resource Policy) The unit shall display a data board near the main gate of the unit as per the prescribed format before filing the application for Consent to Operate Fresh.
- (11) This consent is CONSENT TO ESTABLISH FRESH. The unit shall acquire a valid CONSENT TO OPERATE FRESH of the State Board before starting any operations / production in the unit.
- (12) This mobile stone crusher unit is purely for captive purpose for the production of crushed aggregates only for the 4 laning project.
- (13) This captive mobile stone crusher is temporary in nature and shall be installed & operated (after obtaining COP Fresh) only till the completion of the 4 laning project as proposed.

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Atul Parmar  
Environmental Engineer  
For & on behalf of  
( H. P. State Pollution Control Board)



परियोजना निदेशक Project Director  
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
National Highways Authority of India  
परियोजना / कार्यालय बूकाई मण्डल  
PIU Mandi

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## H.P.STATE POLLUTION CONTROL BOARD

HIM PARIVESH, PHASE-III, NEW SHIMLA-171009.

Website:- <http://hppcb.nic.in>

HPSPCB No : 865

Date: 17/02/2022

Industry Registration ID: HP01930159

Application No : 5112149

To,

Gawar Construction Limited(Mobile Stone Crusher)  
Vill Thapna  
Vill Thapna teh sri naina devi ji ddistt bilaspur  
Bilaspur  
174001

Subject: Consent to Operate u/s 25/26 of Water (Prevention & Control of Pollution) Act, 1974 and u/s 21 of Air (Prevention & Control of Pollution) Act, 1981.

With reference to your application for obtaining 'Consent to Operate' u/s 25/26 of Water (Prevention & Control of Pollution) Act, 1974 and u/s 21 of Air (Prevention & Control of Pollution) Act, 1981, you are hereby, authorized to operate an industrial unit subject to the Terms and Conditions as mentioned in this Consent letter.

### 1.Particulars of Consent to Operate under Water Act, 1974 and Air Act, 1981 granted to the industry

Consent No.	CTO/BOTH/NEW/RO/2022/5112149
Date of issue :	17/02/2022
Date of expiry :	31/03/2022
Certificate Type :	NEW
Previous CTO No. & Validity :	

### 2. Particulars of the Industry

Name & Designation of the Applicant	Jatinder Kumar, (Deputy project manger)
Address of Industrial premises	Gawar Construction Limited(Mobile Stone Crusher), Vill Thapna, Vill Thapna teh sri naina devi ji ddistt bilaspur,Bilaspur-174001
Capital Investment of the Industry	380.33 lakhs
Category of Industry	Orange
Type of Industry	2064-Stone crushers
Scale of the Industry	Small
Office District	Bilaspur
Capacity	Aggregates in ttemporary Captive Stone Crusher (Crushed Stones) @ 18000 M.T./Month.
Raw Materials (Name with quantity per day)	

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Raw Materials	Quantity	Unit
stone metal	18950	M.T./Month

## Products (Name with quantity per day)

Name of Products	Unit	Quantity	Intermediate Product	Principal Use
Aggregate	M.T./Month	18000	NIL	For use of construction of Road Works

## Quantity of fuel required (in TPD) and capacity of boilers/ Furnace/Thermo heater etc.

Type	No.of Boiler/'Heater/ Evaporator/Incinerator/DG Set/Other	Capacity	Type of Boiler/'Heaters /Evaporators/Incinerator/DG Sets/Others	Type of Fuel	Fuel consumption rate in MT/hour or KL/hour or M3 /hour
DG Sets	1	160 KVA	Acoustically enclosed	Diseal	25 Ltr/Hr

## Type of Air Pollution Control Devices installed

Equipment Type	Equipment Name	Date/proposed date of installation	Efficiency(% reduction)	Final concentration of pollution being emitted
Acoustically enclosed	DG Sets	Fri Jan 07 00:02:00 IST 2022	95%	As PCB Norms
Wind breaking Wall And sprinkling over dust generating points	Others	Fri Jan 07 00:02:00 IST 2022	95%	As per CB noms

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Atul Parmar  
Env. Engineer  
For & on behalf of  
(H. P. State Pollution Control Board)

Endst. No.:

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Page 2

1. The Member Secretary, HP State Pollution Control Board, Him Parivesh, Below BCS, New Shimla, Phase-III, for the favor of kind information please.
2. Case File
3. Guard File

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by ATUL PARMAR  
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**Atul Parmar**  
**Env. Engineer**  
**For & on behalf of**  
**( H. P. State Pollution Control Board)**

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Page 3

## TERMS AND CONDITIONS

### A. SPECIFIC CONDITIONS

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2. Nothing in this Consent shall be deemed to neither preclude the institution of any legal action nor relieve the applicant from any responsibilities, liabilities or penalties to which the applicant is or may be subjected to under this or any other Act.
3. The unit shall apply for further renewal/extension in the validity of the Consent, before the expiry of this 'Consent to Operate'.
4.
  - i) The unit shall ensure compliance of Waste Management Rules i.e. Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016/ Plastic Waste Management Rules, 2016/ E-Waste (Management) Rules, 2016/Construction & Demolition Waste Management Rules, 2016 and Manufacture, Storage & Import of Hazardous Chemical Rules, 1989 and provisions made thereunder, as amended from time to time, without any adverse effect on the environment, in any manner (As Applicable).
  - ii) The unit shall made provisions for the compliance Solid Waste Management Rules, 2016 and provisions made thereunder and unit shall also not practice burning activity of solid waste/waste generated from fuel within/outside premises, to avoid public nuisance.
5. This 'Consent to Operate' is for:-
  - i) The emissions from all sources conforming to the norms as prescribed in Schedule-I of Environment (Protection) Rules, 1986 as amended from time to time.
  - ii) Noise and Ambient Air Quality shall be maintained within Ambient Air Quality Standards for noise as specified in Schedule-III of Environment (Protection) Rules, 1986 and Noise Pollution (Regulation and Control) Rules, 2000, as amended from time to time.
  - iii) The effluent (Domestic/Industrial) shall conform to the limits as prescribed in Schedule-I or Schedule-VI or Industry specific standards of Environment (Protection) Rules, 1986 as amended from time to time.
  - iv) Sewage and sullage generated from the unit to be disposed-off in a properly designed septic tank system/Sewage Treatment Plant/ Public Sewer System (as applicable).
6. The unit shall ensure regular operation and maintenance of Pollution Control Devices to achieve the norms as prescribed in Environment (Protection) Act, 1986 and the achievement of the adequacy and efficiency of the effluent treatment plant/pollution control devices/re- circulation system installed shall be the entire responsibility of the unit.
7. The unit shall ensure regular operation and maintenance of separate energy meter/flow meter for running pollution control devices and shall also maintain record with respect to operation of air pollution control device/effluent treatment plant, so as to the satisfy the Board regarding the regular operation of air pollution control device/effluent treatment plant and shall maintain log book for the monthly reading / record.
8. **CONDITIONS UNDER WATER (PREVENTION & CONTROL OF POLLUTION) ACT, 1974.**
  - a) The unit shall maintain the record regarding the daily water consumption as per flow meter installed.
  - b) The unit shall ensure that terminal manhole(s) at the end of each collection system and a manhole upstream of final outlet (s) out of the premises of the industry for measurement of flow and for taking samples.

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- c) The pollution control devices shall be interlocked with the manufacturing process of the industry (if applicable) and the authorized outlet and mode of disposal shall not be changed without the prior written permission of the Board. Unit shall not use any unauthorized outlet(s) for discharging effluents from its premises.
- d) Solids, sludge, filter backwash or other pollutant removed from or resulting from treatment or control of waste waters shall be disposed-off in scientific manner.
9. **CONDITIONS UNDER AIR (PREVENTION & CONTROL OF POLLUTION) ACT, 1981.**
- a) The unit shall ensure port-holes, platforms and/or other necessary facilities as may be required for collecting samples of emissions from any chimney, flue or duct or any other outlets as per the specifications mentioned in 'Consent to Establish'.
- b) The unit shall discharge air emissions through a stack of minimum height as specified in 'Consent to Establish' and shall follow standards laid down from time to time.
- c) For industrial furnaces and kilns, the criteria for selection of stack height would be based on fuel used for the corresponding steam generation & as per specification.
- d) Unit shall ensure Stack height for diesel generating sets as per specification mentioned in 'Consent to Establish'.
- e) The unit shall provide proper and adequate air pollution control arrangements for control emission from its coal/fuel handling area and emissions from handling, transportation and processing of raw material & product of the industry, as applicable.
- f) The unit shall ensure regular operation and maintenance of installed canopy and stack of the D.G sets so as to control the noise & air pollution in order to comply with the provision of notification No GSR-371 E dated 17-5-2002 or direction as issued by MOEF from time to time, under Environment (Protection) Act, 1986.
- g) The unit shall ensure disposal of boiler ash/fuel ash through authorized person or within premises in a scientific manner (as the case may be) and shall maintain proper record for the same, if applicable.
- h) The unit shall ensure that terminal manhole(s) at the end of each collection system and a manhole upstream of final outlet (s) out of the premises of the industry for measurement of flow and for taking samples.
10. The unit shall ensure valid and approved on-site and off-site emergency plan, approved by the Chief Inspector of Factories, Himachal Pradesh (If applicable).
11. The unit shall ensure regular operation and maintenance of real time online monitoring equipment's and provisions for the un-interrupted transfer of data as per guidelines of CPCB (if applicable).
12. The unit shall provide adequate arrangements for fighting the accidental leakages/ discharge of any air pollutant/gas/liquids from the vessels, mechanical equipment's etc. which are likely to cause environmental pollution.
13. The unit shall plant & maintain minimum three layer of trees so far possible as per plantation guide (may be download from the website <http://hppcb.nic.in/plantationguide.pdf>) all along the boundary of the industrial premises and check air/water/noise pollution at source.
14. Any guidelines issued by the Central Government/State Government/MoEF/CPCB/SPCB/any other authority concerned, shall be binding.
15. This 'Consent to Operate' is subject to orders on any litigation pending in any Court of Law. Any direction/order issued by any court shall be binding (if any).
16. The Board reserves the right to revoke the 'Consent to Operate' granted to the industry at any time, in case the industry is found violating the provisions of Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981 as amended from time to time.
17. The unit shall comply with any other conditions laid down or directions issued in due course by the Board under the provisions of the Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981.

**B. OTHER CONDITIONS**

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5. Hydroelectric Projects shall install Online Real Time Monitoring System for the measurement of 15% of minimum discharge in lean season as per orders of Court/Government. The unit shall also ensure provisions for the regular and uninterrupted transfer of data from the real time online monitoring system for 15% of minimum discharge of flow to SPCB, failing which unit shall be liable for action on account of violation of the directions issued by Court/Government/SPCB in this regard (If Applicable).
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11. The unit shall maintain record regarding the operation of effluent treatment plant i.e. record of quantity of chemicals and energy utilized for treatment and sludge generated from treatment so as to satisfy the Board regarding regular and proper operation of pollution control equipment.
12. Any amendments/revisions made by the Board/CPCB/MOEF in the emission/stack height standards shall be applicable to the industry from the date of such amendments/revisions.

**C. SPECIAL CONDITIONS**

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- (2) The raw Materials and finished products shall be stacked scientifically so as to minimize fugitive dust generation.
- (3) This consent has been granted considering the adequacy of the installed pollution control devices and waste management systems/mechanisms only and subject to additional general & specific conditions imposed in the Consent letter. This Consent of the State Board does not absolve the proponent of his responsibility to take pre-approvals / approvals / prior NOCs / NOCs from other deptts/agencies as the case may be, for the violation of which, the State Board bears No responsibility.
- (4) No Washing of the material shall be carried out. Unit shall provide sprinklers at all material transfer points and over the screen. The unit shall also provide all APCDs as mandatory for stone crushers as notified by GoHP from time time time as the case may be.
- (5) The consent has been granted in view of the self-declaration and documents submitted by the project proponent. The site suitability report has been signed / approved by the Project Director NHAI and according to the report the site is meeting the site suitability criteria notified by the State Govt. The consent is processed and granted on this site suitability basis.
- (6) Taking NOCs/Approvals from other agencies / deptts. has also been dispensed with as per office order Endst No. PCB/Review Meeting/NOCs/2019-21562-80 dt: 04.10.2019 and accordingly not taken; it is solely units' / proponents responsibility to take all other NOCs / licences from other deptts / agencies.
- (7) The unit shall not operate the without valid Consent to Operate of the State Board as applicable.
- (8) The unit shall be established at the proposed location only and the responsibility of the same shall lie entirely on the project proponent.
- (9). The unit shall make an agreement with HW Recycler for the disposal of used oil from the DG and make an application for HW Authorization under HOWM Rules 2016
- (10) In compliance to the Orders of the Hon'ble Supreme Court with regard to display of data outside main factory gate about Water and Air emissions and Solid Waste generated within the factory premises (NGT order OA No 804/2017 titled Rajiv Narayanan & Anr v/s UOI & Ors with the Research Foundation for Science, Technology and Natural Resource Policy) The unit shall display a data board near the main gate of the unit as per the prescribed format before filing the application for Consent to Operate Fresh.
- (11) This temporaty stone crusher unit is purely for captive purpose for the production of crushed aggregates only for the 4 laning project.

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Gawar Construction Limited(Mobile Stone Crusher),Vill Thapna,Vill Thapna teh sri naina devi ji ddistt bilaspur,Bilaspur,174001

Page7

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ATUL  
PARMAR

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by ATUL  
PARMAR  
Date: 2022.02.17  
15:18:05 +05'30'

**Atul Parmar**  
**Env. Engineer**  
**For & on behalf of**  
**(H. P. State Pollution Control Board)**

*Handwritten signature*

परियोजना निदेशक Project Director  
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
National Highways Authority of India  
परियोजना / कार्यालय का कार्यालय  
PIU Mandi

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Gawar Construction Limited(Mobile Stone Crusher),Vill Thapna,Vill Thapna teh sri naina devi jidistt bilaspur,Bilaspur,174001  
Page8

**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,**

**AT NEW DELHI**

**IN**

**ORIGINAL APPLICATION NO. 48 OF 2024**

**IN THE MATTER OF:**

Ashwini Kumar Saini

**..... APPLICANT**

**VERSUS**

Ministry of Environment, Forest and Climate

Change Through Its Secretary & Ors.

**..... RESPONDENTS**

**ANNEXURE NO. A-2**

.....

.....

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.....



परियोजना निदेशक Project Director  
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
National Highways Authority of India  
परियोजना / कार्यालयमंदी मण्डली  
PIU Mandi



हिमाचल प्रदेश HIMACHAL PRADESH  
Lease Agreement

17AA 505045

This agreement made and executed in Swarghat on this 17<sup>th</sup> of Dec. 2021.

By and Between

Smt. Tirtho Devi aged 79 years W/o Sh. Dev Raj residing at Vill-Gara, ward no.6, P.O.-Swahan Teh - Shri Naina Devi Ji, Distt. -Bilashpur (hereinafter referred to as the "Lessor" which expression shall mean and include his/her heirs, legal representative, executors, administrators and assigns) of the one part

And

Mr. Sandip Kumar Mukherjee on behalf of Bharat Construction (India) Pvt. Ltd. working at Near Swarghat who is holding power of Attorney (hereinafter referred to as the "Lessee" which expression shall mean and include its successors and assigns) of the other part.

In mutual acknowledgement that both the parties have the necessary legal contract and to undertake obligations, in their capacity to act, they Hereby Declare That Whereas the Lessor is in absolute possession of 01-15-00 Bigha Land Vide Khasra No.644/556/403 at Vill Gara of here after referred to as the 'Demised Premises'.

And whereas the Lessee has approached the Lessor to take on lease the 1-15-00 Bigha Land' for Rs. 2,000,00/- (Rupees Two Lac only) for two years.

*[Handwritten Signature]*



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And whereas the Lessor has agreed to grant the '1-15-00 Bigha Land' on lease subject to the terms and conditions stated hereunder.

In the interest of both the Parties, and pursuant to the foregoing Recitals, the Parties hereby mutually agree to enter into this contract (hereafter, the "Contract") in accordance with the following:

#### Clauses

##### Rent

1. The Lessor shall grant and the Lessee shall accept a lease of the "Demises Permisses" more fully described in the schedule I attached to this contract at two yearly of Rs. 2,000,00/- (Rupees Two Lac only) for two years.
2. The Lessee agrees to pay the yearly rent under advise to the Lessor directly into the saving account with the following Bankers Details:

- (i) Beneficiary: Tirtho Devi  
Bank Name: PUNB  
Account number: 7764000100003822  
Branch IFSC code: PUNB0776400  
Bank Branch: NURPUR BEDI (ROOP NAGAR)  
PAN - BSSPK4465Q

3. TDS will be applicable as per govt. Norms.

##### Duration of the lease

4. The duration of the lease shall be a period of 2 years commencing from 15<sup>th</sup> Feb. 2021 and ending on 14<sup>th</sup> Feb. 2023 as mutually agreed both party upon this contract period.
5. The Lessee vacates the "the Land" on the expiry of the lease period or on the earlier termination of the lease after making deductions from the as provided for hereinafter.

##### Lessee's Covenants

6. The Lessee shall use "The Land" for its Dumping Yard, material stocking, store purpose etc.

##### Lessor's Covenants

7. The property taxes and municipal taxes of the premises shall be payable by the Lessor.





8. The Lessor undertakes that the Lessee paying the rents hereby reserved and performing and observing the covenants on his part herein contained peaceably enjoy the "Demised Premises" during the period of the lease.
9. The Lessor acknowledges that the demised premises in whole or in part is not subject to any claims, charges or litigation which will affect peaceful possession of premises by the lessee during the term of the agreement and undertakes to indemnify the lessee against all the cost and consequences arising out of failure to comply with this obligation.
10. The land lord and its partners will never cause any hindrance during the period of lease.

#### Termination

11. The Lessee or the Lessor may at any time even before the expiry of the agreed term of 2 years, terminate the agreement herein by giving to the other party 30 (thirty) days written notice of its intention to terminate the agreement herein and there upon the agreement herein shall come to an end on expiry of such 30 (thirty) days period. The notice shall be send by registered post acknowledgement due or by courier service or by special messenger. Never the less, the Lessee shall have the rights to a minimum time lease of nine months since the date of signature of the lease agreement.
12. On the expiry of the lease or earlier determination of the Lessee covenants with the Lessor to peacefully hand over possession of "Demised Premises" to the Lessor.

#### Notices

13. Any correspondence or notice required to be served hereunder shall be sufficiently served on the Lessor/Lessee respectively if sent by the registered post acknowledgement due, to the Lessor or the Lessee in the details mentioned hereunder:

#### Lessor

Mr. Tirtho Devi S/o Sh. Dev Raj.  
Vill - Gara, P.O. Swahan  
Teh - Shri Naina Devi Ji  
Dist. - Bilaspur (H.P.) 174310

#### Lessee

Mr. Sandip Kumar Mukherjee  
Deputy General Manager  
On behalf of Bharat Construction (India) Pvt. Ltd.




The Lessor

(Signature)

The Lessee

(Signature)

In witness where of the Lessor & Lessee have set their signatures on this 17<sup>th</sup> July 2021  
Annexure enclosed as per terms of agreement.

Witness

1. \_\_\_\_\_ (Signature)

2. \_\_\_\_\_ (Signature)



हिमाचल प्रदेश HIMACHAL PRADESH

17AA 410671

Lease Agreement

This agreement made and executed in Swarghat on this 1<sup>st</sup> of July 2021.

By and Between

Mrs Ram Asari aged 55 years W/o Lt.Sh. Thakur Dass residing at Vill-Gara, P.O.-Swahan Teh – Shri Naina Devi Ji, Distt. -Bilashpur (H.P.) 174310 (hereinafter referred to as the "Lessor" which expression shall mean and include his/her heirs, legal representative, executors, administrators and assigns) of the one part.

And

Mr. Sandip Kumar Mukherjee on behalf of Bharat Construction (India) Pvt. Ltd. working at Near Swarghat who is holding power of Attorney (hereinafter referred to as the "Lessee" which expression shall mean and include its successors and assigns) of the other part.

In mutual acknowledgement that both the parties have the necessary legal contract and to undertake obligations, in their capacity to act, they Hereby Declare That Whereas the Lessor is in absolute possession of 0.04 Biswa Land Vide Khasra No.636/407/2 at Vill Gara of here after referred to as the 'Demised Premises'.

And whereas the Lessee has approached the Lessor to take on lease the 0.04 Biswa Land' for Rs. 16,000/- (Rupees Sixteen Thousand only) per annum.

*[Handwritten Signature]*

- 1 -

And whereas the Lessor has agreed to grant the '0.04 Biswa Land' on lease subject to the terms and conditions stated hereunder.

In the interest of both the Parties, and pursuant to the foregoing Recitals, the Parties hereby mutually agree to enter into this contract (hereafter, the "Contract") in accordance with the following:

#### Clauses

##### Rent

1. The Lessor shall grant and the Lessee shall accept a lease of the "Demises Permisses" more fully described in the schedule I attached to this contract at yearly of Rs. 16,000/- (Rupees Sixteen Thousand only) per annum.
2. The Lessee agrees to pay the yearly rent under advise to the Lessor directly into the saving account with the following Bankers Details:

- (i) Beneficiary: Ram Asari  
Bank Name: UCO BANK  
Account number: 10963210800045  
Branch IFSC code: UCBA0001096  
Bank Branch: SWARGHAT  
PAN -

3. TDS will be applicable as per govt. Norms.

##### Duration of the lease

4. The duration of the lease shall be a period of 2 years commencing from 1<sup>st</sup> July 2021 and ending on 30<sup>th</sup> June 2023 as mutually agreed both party upon this contract period.
5. The Lessee vacates the "the Land" on the expiry of the lease period or on the earlier termination of the lease after making deductions from the as provided for hereinafter.

##### Lessee's Covenants

6. The Lessee shall use "The Land" for its Dumping Yard, material stocking, store purpose etc.

##### Lessor's Covenants

7. The property taxes and municipal taxes of the premises shall be payable by the Lessor.



- 2 -



8. The Lessor undertakes that the Lessee paying the rents hereby reserved and performing and observing the covenants on his part herein contained peaceably enjoy the "Demised Premises" during the period of the lease.
9. The Lessor acknowledges that the demised premises in whole or in part is not subject to any claims, charges or litigation which will affect peaceful possession of premises by the lessee during the term of the agreement and undertakes to indemnify the lessee against all the cost and consequences arising out of failure to comply with this obligation.
10. The land lord and its partners will never cause any hindrance during the period of lease.

#### Termination

11. The Lessee or the Lessor may at any time even before the expiry of the agreed term of 2 years, terminate the agreement herein by giving to the other party 30 (thirty) days written notice of its intention to terminate the agreement herein and there upon the agreement herein shall come to an end on expiry of such 30 (thirty) days period. The notice shall be sent by registered post acknowledgement due or by courier service or by special messenger. Never the less, the Lessee shall have the rights to a minimum time lease of nine months since the date of signature of the lease agreement.
12. On the expiry of the lease or earlier determination of the Lessee covenants with the Lessor to peacefully hand over possession of "Demised Premises" to the Lessor.

#### Notices

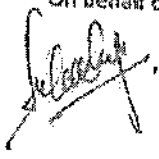
13. Any correspondence or notice required to be served hereunder shall be sufficiently served on the Lessor/Lessee respectively if sent by the registered post acknowledgement due, to the Lessor or the Lessee in the details mentioned hereunder:

#### Lessor

Mrs Ram Asari W/o Sh. Thakur Dass  
Vill - Gara, P.O. Swahan  
Teh - Shri Naina Devi Ji  
Dist. - Bilaspur (H.P.) 174310

#### Lessee

Mr. Sandip Kumar Mukherjee  
Deputy General Manager  
On behalf of Bharat Construction (India) Pvt. Ltd.



- 3 -

The Lessor

(Signature)

The Lessee

(Signature)

In witness where of the Lessor & Lessee have set their signatures on this 1<sup>st</sup> July 2021 Annexure enclosed as per terms of agreement.

Witness

1. \_\_\_\_\_ (Signature)

2. \_\_\_\_\_ (Signature)



परियोजना निदेशक Project Director  
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
 National Highways Authority of India  
 परियोजना / कार्यालयमंदिर मण्डी  
 PIU Mandi

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हिमाचल प्रदेश HIMACHAL PRADESH

04AA 200804

Lease Agreement

This agreement made and executed in Swarghat on this 1<sup>st</sup> of July 2022.

**By and Between**

Sh. Baldev Singh aged 38 years S/o Sh. Ganga Ram, residing at Vill-Thapna, P.O. Kutehla, Teh – Shri Naina Devi Ji, Distt. – Bilashpur (H.P.) (hereinafter referred to as the "Lessor" which expression shall mean and include his/her heirs, legal representative, executors, administrators and assigns) of the one part.

**And**

Mr. Sandip Kumar Mukherjee on behalf of Bharat Construction (India) Pvt Ltd working at Near Swarghat (Ree) who is holding power of Attorney (hereinafter referred to as the "Lessee" which expression shall mean and include its successors and assigns) of the other part.

In mutual acknowledgement that both the parties have the necessary legal contract and to undertake obligations, in their capacity to act,

Whereas the Lessor Sh. Baldev Singh S/o Sh. Ganga Ram, residing at Vill-Thapna, P.O. Kutehla, Teh – Shri Naina Devi Ji, Distt. – Bilashpur (H.P.) is in absolute possession of 02-10-00 Bigha land vide Kh. No. 90 at Vill-Thapna of hereafter referred to as the "the Land"

And whereas the Lessee has approached the Lessor to take on lease the '02-10-00 Bigha Land' for Rs. 8500/- (Rupees eight Thousand five hundred only) per Month.

And whereas the Lessor has agreed to grant the '02-10-00 Bigha Land' on lease subject to the terms and conditions stated hereunder.

In the interest of both the Parties, and pursuant to the foregoing Recitals, the Parties hereby mutually agreed to enter into this contract (hereafter, the "Contract") in accordance with the following:-

#### Clauses

##### Rent

1. The Lessor shall grant and the Lessee shall accept a lease of the "the Land" to this contract Rs. 8500/- (Rupees eight Thousand five hundred only) per month.
2. The Lessee agrees to pay the yearly rent under advise to the Lessor directly into the saving account with the following Bankers Details:-

- (i) Beneficiary:- Sh. Baldev Singh  
Bank Name:-UCO Bank.  
Account number:-10960110037195  
Branch IFSC code:- UCBA0001096  
Bank Branch: Swarghat, Distt. Bilaspur (H.P.)

3. TDS will be applicable as per govt. Norms.

##### Duration of the lease

4. The duration of the lease shall be a period of Six Month commencing from 1<sup>st</sup> July 2022 and ending on 31<sup>st</sup> Dec.2022 as mutually agreed both party upon this contract period.
5. The Lessee vacates the "the Land" on the expiry of the lease period or on the earlier termination of the lease after making deductions from the as provided for hereinafter.

##### Lessee's Covenants

6. The Lessee shall use "The Land" for its Dumping Yard, material stocking, store purpose etc.

##### Lessor's Covenants

7. The Lessor undertakes that the Lessee paying the rents hereby reserved and performing and observing the covenants on his part herein contained peaceably enjoy the "the Land" during the period of the lease.
8. The Lessor acknowledges that the land in whole or in part is not subject to any claims, charges or litigation which will affect peaceful possession of premises by the lessee during




- the term of the agreement and undertakes to indemnify the Lessee against all the costs and consequences arising out of failure to comply with this obligation.
9. The land lord and its partners will never cause any hindrance during the period of lease.
  10. Due care shall be taken by lessee so that any fresh dumping does not spillover the boundary of leased land. Nothing more than a levelled field should be expected by Lessor.
  11. That at the end of the above mentioned Lease agreement the land shall be levelled at whatever elevation the dumped muck has reached.

#### Termination

12. The Lessee or the Lessor may at any time even before the expiry of the agreed term of 1 year, terminate the agreement herein by giving to the other party 30 (thirty) days written notice of its intention to terminate the agreement herein and there upon the agreement herein shall come to an end on expiry of such 30 (thirty) days period. The notice shall be send by registered post acknowledgement due or by courier service or by special messenger. Never the less, the Lessee shall have the rights to a minimum time lease of twelve months since the date of signature of the lease agreement.
13. On the expiry of the lease or earlier determination of the Lessee covenants with the Lessor to peacefully hand over possession of "the land" to the Lessor.

#### Notices

14. Any correspondence or notice required to be served hereunder shall be sufficiently served on the Lessor/Lessee respectively if sent by the registered post acknowledgement due, to the Lessor or the Lessee in the details mentioned hereunder:

#### Lessor

Sh. Baldev Singh S/o Sh. Ganga Ram  
Vill - Thapna, P.O. Kutehla  
The-Shri Naina Devi Ji, Distt. Bilaspur (H.P.)

(Signature)

#### Lessee

Sh. Sandip Kumar Mukherjee  
Deputy General Manager  
On behalf of Bharat Construction (India) Pvt Ltd

The Lessee

(Signature)

In witness whereof the Lessor & Lessee have set their signatures on this 1<sup>st</sup> July 2022 Annexure enclosed as per terms of agreement.

Witness:-

1. \_\_\_\_\_ (Signature)

2. \_\_\_\_\_ (Signature)



55

Serial No 201 Dated 12/01/2022



355

हिमाचल प्रदेश HIMACHAL PRADESH **AGREEMENT OF LEASE FOR LAND** 17AA 435519

This AGREEMENT OF LEASE FOR LAND is made and executed at Khata/ Khatoni No- \_\_\_\_\_, Khasra No. 62, land measuring 1-4 Bighas out of total land measuring \_\_\_\_\_ Bighas situated at Village Tunhu, PO Kallar, Tehsil Sadar, Distt. Bilaspur, Himachal Pradesh, 174001 on 12<sup>th</sup> day of January, 2022.

BETWEEN

Sh. Lekh Ram S/o Sh. Khajana Ram R/o Village Nera Kund, PO Tanbol, Tehsil Shri Naina Devi Ji, Distt. Bilaspur, H.P. shall hereinafter be referred to as "THE LESSOR" (which term shall means and include their heirs, legal nominees etc), of the ONE PART.

AND

NINE POWER INFRA PVT. LTD., Ankush Apartment 11<sup>th</sup> Floor, Khetwadi, Mumbai-400004 India, Site office at Tunnel-3, Village Tunhu, PO Kallar, Tehsil Sadar, Distt. Bilaspur, H.P., shall hereinafter be called "THE LESSEE", of the OTHER PART.

ATTESTED

Gopal  
Notary Public (Govt. of India)  
Bilaspur Sadar (H.P.)

Expiry Date: 03 Dec. 2024 Requirements of the LESSEE.

N<sup>o</sup> 12895482  
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1**Himachal Government Judicial Paper**

Parties of the both parts are Indian Nationals.

WHEREAS the LESSEE is in need of a suitable open land for Hot Mix Plant, Crusher, Concrete Plant, to stock construction materials such as Aggregate, Sand, Steel, Cement, etc, and for other construction work activities approached the LESSOR, who is owner in Khata/ Khatori No- \_\_\_\_\_, Khasra No. 62, land measuring 1-4 Bigha out of total land measuring \_\_\_\_\_ Bighas situated at Village Tunhu, PO Kallar, Tehsil Sadar, Tehsil Sadar, Distt. Bilaspur, Himachal Pradesh, 174001.

AND WHEREAS the LESSEE upon a personal inspection of the said land has satisfied himself regarding the fitness and suitability of the land for the use for Hot Mix Plant, Crusher, Concrete Plant, Diesel Pump to stock construction materials such as Aggregate, Sand, Steel, Cement, etc and for other construction work activities and as such requested the LESSOR to stock construction materials such as Aggregate, Sand & Steel, Cement, etc. and for other construction work activities their material temporarily in the said land which hereinafter shall be referred to as the "Licensed Premises on what is known as "Leave and License Basis.

The office of the NINE POWER INFRA PVT. LTD., Ankush Apartment 11<sup>th</sup> Floor, Khetwadi, Mumbai-400004 India, Site office at Tunnel-3, Village Tunhu, PO Kallar, Tehsil Sadar, Distt. Bilaspur, H.P.

NOW THEREFORE THIS AGREEMENT WITNESSED AS UNDER

1. This agreement shall come into force with effect from 1<sup>st</sup> January, 2022 and shall be valid for a period of 11 months.
2. The rent payable by the LESSEE to the LESSOR is at the rate of Rs.5500/- per bigha. The rent amount shall be payable in advance by the LESSOR to the LESSEE on or before 7<sup>th</sup> day of each calendar month. The rent amount Rs. \_\_\_\_\_ shall be transferred in the bank account of wife of first party Sh. Lekh Ram S/o Sh. Khajana Ram R/o Village Nera Kund, PO Tanbol, Tehsil Shri Naina Devi Ji, Distt. Bilaspur, H.P. to the tune of Rs. \_\_\_\_\_

That the rent amount will increase to the extent of 5% per annum.

Clause 4. This agreement shall be subject to renewal after its term of 11 Months at the same terms and conditions/rent for a further period as per the requirements of the LESSEE.



N<sup>o</sup> 12895492  
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## Himachal Government Judicial Paper

- 5.. The Licensed land shall be used by the LESSEE for Crusher, Concrete Plant, Diesel Pump to stock construction materials such as aggregate, sand, cement, etc and for other construction work activities
- 6.. The revocation of this agreement shall be in writing only by both parties giving a 15 days advance notice. The LESSEE will not liable to pay the further rent amount, In case the LESSEE vacated the land of LESSOR in between the agreement period with mutual consent.
7. The LESSEE shall take utmost care of the licensed land during the subsistence of this Agreement
8. The LESSEE shall not handover the licensed land to any other person, firm, organization or sub license or assigns his rights under this agreement to any third party or parties whomsoever.
9. LESSEE will pay rent amount in monthly basis and the mode of payment will be RTGS and Amount of rent shall be credited in the bank account of Sh. Lekh Ram S/o Sh. Khajana Ram R/o Village Nera Kund, PO Tanbol, Tehsil Shri Naina Devi Ji, Distt. Bilaspur, H.P. in under mentioned Bank Accounts:-

S. N.	Name of beneficiary	Land taken	Bank account	IFSC code	Name of Bank and Branch
1.	Lekh Ranj		65231491344	STBP0000537	State Bank of Patiala

- 10.If any dispute arises due to internal ownership, local problem or by the government then the dispute must be resolved and settled by the LESSOR solely.
- 11.During this agreement period LESSOR will not interfere/obstruct any construction activity carried by LESSEE in said land.
- 12.That in case the LESSEE intends to left/vacate the premises in between the agreement period, then the LESSOR will not entitle for rent amount of the remaining period.
- 13.If the LESSEE needs any consent of the LESSOR for the government action which requires for the clarification, then the LESSOR should be ready to assist the LESSEE.



ATTESTED  
Notary Public (Govt. of India)  
Bilaspur Sub-Division

N<sup>o</sup>: 1289550

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### Himachal Government Judicial Paper

- 14.No materials such as sand, concrete or any construction materials etc should be left behind by the LESSEE. The LESSEE would be responsible to vacate/clean the entire land to hand over to the LESSOR.
- 15.That the Lessor shall be entitled to inspect his land at any reasonable time and with prior Information conveyed to the LESSEE or any of its authorized representative.
- 16.The LESSOR hereby declares that the said land is not attracted by any provisions of the prevailing Acts which may adversely affect the use of land by the LESSEE.
- 17.In case of Death of LESSOR, rent amount shall be paid to Legal heir of the LESSOR.
- 18.As per this agreement LESSEE shall pay rent amount to LESSOR from 1<sup>st</sup> January, 2022 onward only as advance.
- 19.After the completion of agreement or vacating the land, LESSEE shall be liable to hand over the said land to the LESSOR.

LESSOR and OTHER CONCERNED LESSOR

In witness whereof, the parties here to have signed and subscribe their respective signatures on this instrument after having read and fully understood the content thereof on the day, month and the year first herein before written.



LESSOR

Lekh Ram  
Notary Public (Govt. of India)  
Bilaspur Sadar (H.P.)

Serial No 2-1 Dated 12/01/2022  
WITNESSES

- 1. Krishan Lal S/o Sh. Sita Ram R/o Village Tuhnu, PO Kallar, Tehsil Sadar, Distt. Bilaspur, H.P.

LESSEE

NINE POWER INFRA PVT. LTD.

Through its Project Manager

The documents have been signed before me this on 12 day of the month of 01 Sadar, Distt. Bilaspur, H.P.

is identified by Surender Kumar, Advocate

IDENTIFIED BY

Surender Kumar,  
Advocate,  
Distt. Courts Bilaspur, -H.P.

Notary Public (Govt. of India)  
Bilaspur Sadar (H.P.)

Serial No 200 Dated 12/01/2022



हिमाचल प्रदेश HIMACHAL PRADESH AGREEMENT OF LEASE FOR LAND 17AA 435518

This AGREEMENT OF LEASE FOR LAND is made and executed at Khata/ Khatoni No- \_\_\_\_\_, Khasra No. 62 & 44 land measuring 2-5 Bighas out of total land measuring \_\_\_\_\_ Bighas situated at Village Tunhu, PO Kallar, Tehsil Sadar, Tehsil Sadar, Distt. Bilaspur, Himachal Pradesh, 174001 on 12<sup>th</sup> day of January, 2022.

BETWEEN

Sh. Sada Ram S/o Sh. Sant Ram R/o Village Tunhu, PO Kallar, Tehsil Sadar, Distt. Bilaspur, H.P. shall hereinafter be referred to as "THE LESSOR" (which term shall means and Include their heirs, legal nominees etc), of the ONE PART.

AND

NINE POWER INFRA PVT. LTD., Ankush Apartment 11<sup>th</sup> Floor, Khetwadi, Mumbai-400004 India, Site office at Tunnel-3, Village Tunhu, PO Kallar, Tehsil Sadar, Distt. Bilaspur, H.P., shall hereinafter be called "THE LESSEE", of the OTHER PART.

ATTESTED

**Gopal**  
Notary Public (Govt. of India)  
Bilaspur Sadar (H.P.)

requirements of the LESSEE.

भारतीय न्यायिक

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No 1289545

2021

Himachal Government Judicial Paper

Parties of the both parts are Indian Nationals.

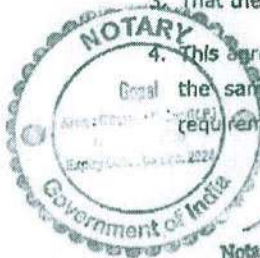
WHEREAS the LESSEE is in need of a suitable open land for Hot Mix Plant, Crusher, Concrete Plant, to stock construction materials such as Aggregate, Sand, Steel, Cement, etc, and for other construction work activities approached the LESSOR, who is owner in Khata/ Khatori No- \_\_\_\_\_, Khasra No. 62 & 44 land measuring 2-5 Bigha out of total land measuring \_\_\_\_\_ Bighas situated at Village Tunhu, PO Kallar, Tehsil Sadar, Tehsil Sadar, Distt. Bilaspur, Himachal Pradesh, 174001.

AND WHEREAS the LESSEE upon a personal inspection of the said land has satisfied himself regarding the fitness and suitability of the land for the use for Hot Mix Plant, Crusher, Concrete Plant, Diesel Pump to stock construction materials such as Aggregate, Sand, Steel, Cement, etc and for other construction work activities and as such requested the LESSOR to stock construction materials such as Aggregate, Sand & Steel, Cement, etc. and for other construction work activities their material temporarily in the said land which hereinafter shall be referred to as the "Licensed Premises on what is known as "Leave and License Basis.

The office of the NINE POWER INFRA PVT. LTD., Ankush Apartment 11<sup>th</sup> Floor, Khetwadi, Mumbai-400004 India, Site office at Tunnel-3, Village Tunhu, PO Kallar, Tehsil Sadar, Distt. Bilaspur, H.P.

NOW THEREFORE THIS AGREEMENT WITNESSED AS UNDER

1. This agreement shall come into force with effect from 1<sup>st</sup> January, 2022 and shall be valid for a period of 11 months.
2. The rent payable by the LESSEE to the LESSOR is at the rate of Rs.5500/- per bigha. The rent amount shall be payable in advance by the LESSOR to the LESSEE on or before 7<sup>th</sup> day of each calendar month. The rent amount Rs. \_\_\_\_\_ shall be transferred in the bank account of wife of first party Sh. Sada Ram S/o Sh. Sant Ram R/o Village Tunhu, PO Kallar, Tehsil Sadar, Distt. Bilaspur, H.P. to the tune of Rs. \_\_\_\_\_
3. That the rent amount will increase to the extent of 5% per annum.
4. This agreement shall be subject to renewal after its term of 11 Months at the same terms and conditions/rent for a further period as per the requirements of the LESSEE.



ATTESTED

Gopal  
Notary Public (Govt. of India)  
Bilaspur Sadar (H.P.)

54

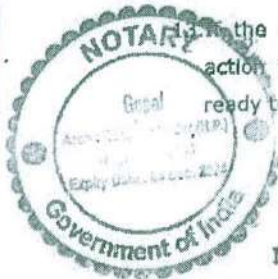
N<sup>o</sup> 1289546 <sup>2</sup><sub>0</sub><sup>2</sup><sub>2</sub><sup>1</sup> Himachal Government Judicial Paper

5. The Licensed land shall be used by the LESSEE for Crusher, Concrete Plant, Diesel Pump to stock construction materials such as aggregate, sand, cement, etc and for other construction work activities
6. The revocation of this agreement shall be in writing only by both parties giving a 15 days advance notice. The LESSEE will not liable to pay the further rent amount, in case the LESSEE vacated the land of LESSOR in between the agreement period with mutual consent.
7. The LESSEE shall take utmost care of the licensed land during the subsistence of this Agreement
8. The LESSEE shall not handover the licensed land to any other person, firm, organization or sub license or assigns his rights under this agreement to any third party or parties whomsoever.
9. LESSEE will pay rent amount in monthly basis and the mode of payment will be RTGS and Amount of rent shall be credited in the bank account of Sh. Sada Ram S/o Sh. Sant Ram R/o Village Tunhu, PO Kallar, Tehsil Sadar, Distt. Bilaspur, H.P. in under mentioned Bank Accounts:-

S. N.	Name of beneficiary	Land taken	Bank account	IFSC code	Name of Bank and Branch
1.	Sada Ram		15380110016442	UCBA0001538	UCO Bank Chharol

10. If any dispute arises due to internal ownership, local problem or by the government then the dispute must be resolved and settled by the LESSOR solely.
11. During this agreement period LESSOR will not interfere/obstruct any construction activity carried by LESSEE in said land.
12. That in case the LESSEE intends to left/vacate the premises in between the agreement period, then the LESSOR will not entitle for rent amount of the remaining period.

If the LESSEE needs any consent of the LESSOR for the government action which requires for the clarification, then the LESSOR should be ready to assist the LESSEE.



ATTESTED  
Gopal  
Notary Public (Govt. of India)  
Bilaspur Sadar (H.P.)

Notary Public  
Bilaspur

No. 1289547 <sup>2</sup><sub>0</sub><sup>2</sup><sub>2</sub><sup>1</sup> Himachal Government Judicial Paper

- 14.No materials such as sand, concrete or any construction materials etc should be left behind by the LESSEE. The LESSEE would be responsible to vacate/clean the entire land to hand over to the LESSOR.
- 15.That the Lessor shall be entitled to inspect his land at any reasonable time and with prior information conveyed to the LESSEE or any of its authorized representative.
- 16.The LESSOR hereby declares that the said land is not attracted by any provisions of the prevailing Acts which may adversely affect the use of land by the LESSEE.
- 17.In case of Death of LESSOR, rent amount shall be paid to Legal heir of the LESSOR.
- 18.As per this agreement LESSEE shall pay rent amount to LESSOR from 1<sup>st</sup> January, 2022 onward only as advance.
- 19.After the completion of agreement or vacating the land, LESSEE shall be liable to hand over the said land to the LESSOR.

LESSOR and OTHER CONCERNED LESSOR

In witness whereof, the parties here to have signed and subscribe their respective signatures on this instrument after having read and fully understood the content thereof on the day, month and the year first herein before written.

LESSOR

LESSEE

Sada Ram

NINE POWER INFRA PVT. LTD.

Through Its Project Manager

Serial No  
200  
Dated  
12/01/2022

WITNESSES

Krishan Lal S/o Sh. Sita Ram R/o Village Tuhnu, PO Kallar, Tehsil Sadar, Distt. Bilaspur, H.P.

Sada Ram R/o Village Tuhnu, PO Kallar, Tehsil Sadar, Distt. Bilaspur, H.P.



ATTESTED  
Gopa  
Notary Public (Govt. of India)  
Bilaspur Sadar (H.P.)

Documents have been presented before me this on 12/01/2022, Day of the month of 01, 2022 by the executant who is identified to be Surender Kumar who is of the Advocate status.

IDENTIFIED BY

Surender Kumar,  
Advocate,  
Distt. Courts Bilaspur, H.P.

Notary Public (Govt. of India)  
Bilaspur Sadar (H.P.)



हिमाचल प्रदेश HIMACHAL PRADESH

16AA 705892

इकरारनामा

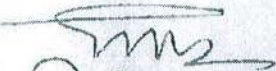
- प्रथम पक्ष - मैं शमशेर सिंह 816 श्री प्रेमलाल प्रत्यावर तटधुमारकी जिन-बिलासपुरा का स्वामी निवासी हूँ मेरी जमीन स्वसरा न०-271 लगभग 11 बीघा 10 बिघुडा है जिसके कुछ हिस्से में अपनी जमीन को समतल करने हेतु फेरलैन स्ट्रक सुरंग कम्पनी से अर्पण कराना चाहा है
- द्वितीय पक्ष - हिमालया कंश-रूफेशन कम्पनी लि० के डी.एम श्री सुरवीर सिंह भाटी जो सुरंग का निर्माण कर रहे हैं सुरंग से निकली मिट्टी डलवाकर मेरे खेत स्वसरा न० 271 में मिट्टी डालेंगे। जमीन में मिट्टी डालने के विषय निम्न शर्तों का पालन करना होगा।
1. जमीन स्वसरा न० 271 का कुछ हिस्सा जो लगभग 5 बीघा है। उसपर मिट्टी डालकर समतल करना है
  2. साथ में भूमि का कटाव रोकने के लिये जमीन के ठाणों और साथ में वापरकेट/डंगा लगाना होगा तथा स्ट्रक से पानी के बहाव एवं नाले को सुरक्षित करना होगा जिससे जमीन को कोई हानि न पहुँचे
- क्र० 811

No 3355256

2017

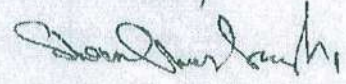
## Himachal Government Judicial Paper

सुरंग निर्माण कम्पनी हिमालया कं. कम्पनी  
 ऊपर लिखी शर्तों का पालन करेगी तथा  
 जमीन को किसी प्रकार का नुकसान नहीं पहुंचायेगी  
 इसमें छुट्टे कोई आपत्ति नहीं है।

  
 द्वितीय पक्ष

सुखवीर सिंह भाटी (G.M)

हिमालया कं. कम्पनी प्रा० लि०  
 ग्रा० - टिहरी  
 तह० - धुमारखी  
 जि० - बिलासपुर



पथमपक्ष

शमशेर सिंह S/o श्रीमल

ग्रा० - मल्लावा  
 तह० - धुमारखी  
 जि० - बिलासपुर

दि० २०

गवाह -  सरोज कुमार

ग्रा० - कुन्दरौर  
 तह० - सफद  
 जि० - बिलासपुर

शमशेर सिंह S/o श्रीमल

ग्रा० - टिहरी

जि० - बिलासपुर

दि० २०





हिमाचल प्रदेश HIMACHAL PRADESH

17AA 561907

इकरारनामा

प्रथम पक्ष - मैं डॉक्टर श्री प्रहलाद सिंह निवासी <sup>जालंधी</sup> बाली  
पुनोह व दुगारवी जि० बिलासपुर हि०प्र० का स्थाई निवासी  
डॉ. मैत्री जमीन खसरा न० 157/33, 158/33, 160/33 लगभग  
10 बीघा है जिसमें जमीन को समतल कराने हेतु सुरंग से निकाली  
मिट्टी पत्थर डलवाना चाहता हूँ जो कि अभर सिद्ध में है।  
द्वितीय पक्ष - दिलाला कं. कंपनी प्रा० लि० के जनरल मैनेजर  
श्री सुखवीर सिंह भाटी जो कि सुरंग का निर्माण कर रहे हैं  
सुरंग से मिट्टी उत्पन्न करे खसरा न० 157/33, 158/33, 160/33  
में मिट्टी उत्पन्न जमीन से मिट्टी उत्पन्न के लिए निम्न  
शर्तों का पालन करना होगा।


1. जमीन खसरा न० 157/33, 158/33, 160/33 लगभग 10 बीघा  
है उसपर मिट्टी उत्पन्न कर समतल करना है।
2. साथ में भूमिका कटाव रोकने के लिए जमीन के आगे और  
साथ में वायर फ्रेट डंगा लगाना होगा तथा सड़ से पानी के  
वह ख नाले को सुरक्षित करना होगा जिसमें जमीन को कोई हानि  
न पहुँचे।

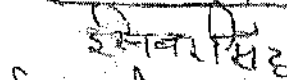
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NR 1384090 Himachal Government Judicial Paper

सुखे निमि कम्पनी हिमालया कं० कम्पनी प्रा० लि०  
अपर लिखी शर्तों का पालन करेगी तथा जमिन  
को किसी भी प्रकार का नुकसान नही पहुचायेगी  
इसमें सुखे कोई आपत्ति नही है।

द्वितीय पक्ष

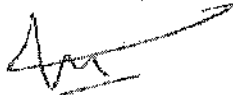
प्रथम पक्ष

  
Sukbir Swah  
G.M. HIMALAYA  
CORPORATION प्रब. शिवाट

  
Narender Singh  
Kashmiri

Narender Singh (Happy  
Panoh.

STATE - SAROJ KUMAR



Date 11/08/2021



क्र.सं.	विवरण	प्रकार	दिनांक	स्थिति	टिप्पणी
1	13-06-20	बट	22-15-20		
2	19-15-20	बट	19-15-20		
3	12-11-20	बट	12-11-20		
4	07-07-20	बट	07-07-20		
5	10-05-20	बट	10-05-20		
6	00-13-20	बट	00-13-20		
7	00-02-20	बट	00-02-20		
8	00-11-20	बट	00-11-20		
9	01-07-20	बट	01-07-20		
10	01-06-20	बट	01-06-20		
11	00-07-20	बट	00-07-20		
12	10-04-20	बट	10-04-20		

कुल संख्या: 2

दिनांक: 24-Sep-2021

संकेत: हिमाचल प्रदेश - हिमाल

हिमाचल प्रदेश सरकार  
हिमाचल प्रदेश सरकार

हिमाचल प्रदेश सरकार  
हिमाचल प्रदेश सरकार

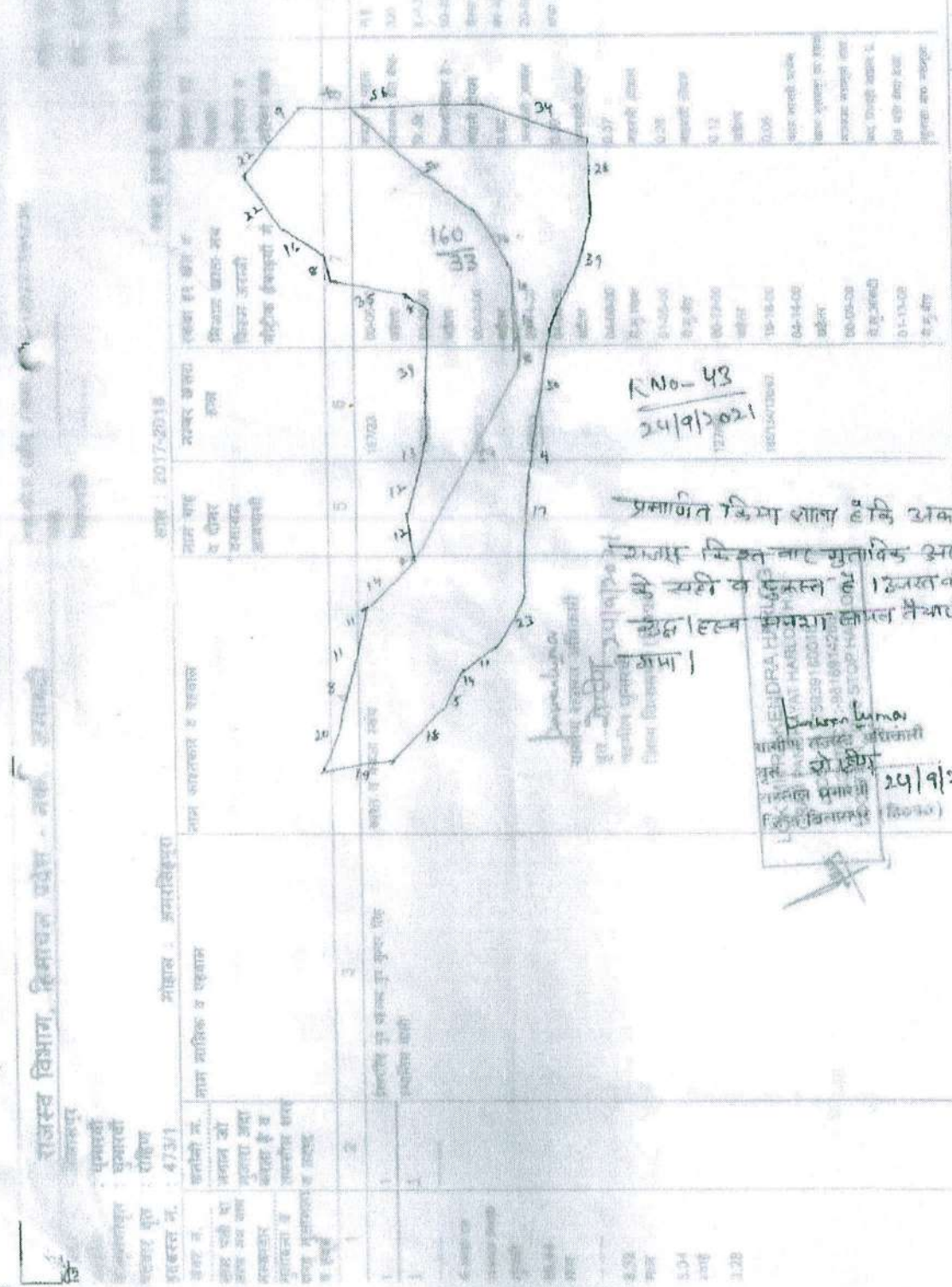
LOA MITRA KENDRA HARLOG  
GRAM PANCHAYAT HARLOG H.P  
CSC ID 175938180018  
CONTACT :9818814288  
LOCATION BUS STOP HARLOG

परियोजना निदेशक Project Director  
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
National Highways Authority of India  
परियोजना / कार्यालय का मुकाई मण्डी  
PIU Mandi



अकरा सतरा बिस्तार जाबत मौजा अमर सिंहपुर 500/1 परमा स्वयंसेवक तहसील  
धुमरावी जिला लिलासपुर (हि०प्र०) क

पैम्पना बाहेलक 40 कर्म आवे हिये



R No- 43  
24/9/2021

प्रमाणित बिमा शाखा हिके अकरा  
शेजाफ बिस्त नाह मुताकिह अमल  
के यही क हकले ह 18 जत नमिल  
हैक। हल क ममना कोपल नै जा  
अमा।

KENDRA HARYANA  
HARYANA HARLE...  
24/9/2021



हिमाचल प्रदेश HIMACHAL PRADESH

16AA 343549

#### AGREEMENT OF LEASE FOR LAND

This AGREEMENT OF LEASE FOR LAND is made and executed at Muhal Jarol Khata/ Khatonl No-279/302, Khasra No-16,9 Kita-1 land measuring Bigha 1 Biswa 10 biswansi 00 situated in Village Muhal Jarol .S/ Tehsil Dehar, Distt. Mandi, Himachal Pradesh, 174401 on 1 September 2021 of the year 2021

BETWEEN

KRISHAN CHAND S/O DURGA RAM, resident and owner of the plot of land at Village Bhangla P.O. Jarol, S/ Tehsil Dehar, Distt. Mandi, Himachal Pradesh, 174401. shall hereinafter be referred to as "THE LESSOR" (which term shall means and include their heirs, legal nominees etc), of the ONE PART.

AND

BHARAT CONSTRUCTION (INDIA) PRIVATE LIMITED, P.C.I. COLONY, UDAY VIHAR, OPP RADHA SWAMI SATSUNG, HARDWAR BUPASS, DEHRADUN, UTTARAKHAND, INDIA, 248001, shall hereinafter be called "THE LESSEE", of the OTHER PART. Parties of the both part are Indian Nationals. WHEREAS the LESSEE is in need of a suitable open land for Muck Dumping, Aggregate, Sand, Steel, Cement, etc. and for other construction work activities approached the LESSOR, who is owner Khata/ Khatonl No-422/459, Khasra No-279/302, Khasra No-1699 Kita-1 land measuring Bigha 1 Biswa 10 biswansi 00 situated in Village Muhal Jarol .S/ Tehsil Dehar, Distt. Mandi, Himachal Pradesh, 174401.

*li*

*Krishan Chand*

*[Signature]*

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## Himachal Government Judicial Paper

AND WHEREAS the LESSEE upon a personal inspection of the said land has satisfied himself regarding the fitness and suitability of the land for the use for Muck Dumping, Aggregate, Sand, Steel, Cement, etc and for other construction work activities and as such requested the LESSOR to stock construction materials such as Aggregate, Sand & Steel, Cement, etc. and for other construction work activities their material temporarily in the said land which hereinafter shall be referred to as the "Licensed Premises on what is known as "Leave and License Basis. BHARAT CONSTRUCTION (INDIA ) PRIVATE LIMITED 9, P.C.L COLONY, UDAY VIHAR, OPP RADHA SWAMI SATSUNG, HARDIWAR BUPASS, DEHRADUN, UTTARAKHAND, INDIA, 248001

## NOW THEREFORE THIS AGREEMENT WITNESSED AS UNDER

1. This agreement shall come into force with effect from 1 September 2021 and shall expire on 31 August 2023 for a period of 24 Months.

2. The compensation/ rent payable by the LESSEE to the LESSOR is at the rate of Rs.11250/- per month for the said period.

3. This agreement shall be subject to renewal after its term of 24 Months for a period of Six Months with an increase of 10% on yearly rent.

4. The licensed land shall be used by the LESSEE for Muck Dumping, aggregate, sand, cement, etc and for other construction work activities.

5. The revocation of this agreement shall be in writing only by both parties giving one month advance notice

6. The LESSEE shall take utmost care of the licensed land during the subsistence of this Agreement

7. The LESSEE shall not handover the licensed land to any other person, organization or sub license or assign his rights under this agreement to any third party or parties whomsoever.

8. LESSEE will pay rent amount in two instalments for two years. Rent amount for first year will be paid in advance at the beginning of the year and for other year shall be paid at the beginning of second year and the mode of payment will be RTGS and Amount of rent shall be credited equally in the bank KRISHAN CHAND S/O DURGA RAM, resident and owner of the plot of land at Village Muhal Jarol P.O. Jarol, S/ Tehsil Dehar, Distt. Mandi, Himachal Pradesh, 174401 in under mentioned Bank Accounts:

S.N.	Name of Beneficiary	Bank Account no-	IFSC Code	Name of Bank and Branch
1	KRISHAN CHAND	2032000100021254	PUNB0203200	PUNJAB NATIONAL BANK JAROL

N<sup>o</sup> 25459922  
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## Himachal Government Judicial Paper

9. If any dispute rises due to internal ownership, local problem or by the government then the dispute must be resolved and settled by the LESSOR solely.

10. During this agreement period LESSOR will not interfere/obstruct any Construction activity carried out by LESSOR in said land.

11. If the LESSEE needs any consent of the LESSOR for the government action which requires for the clarification then the LESSOR should be ready to assist the LESSEE.

12. No materials such as sand, concrete or any construction materials etc should be left behind by the LESSEE. The LESSEE would be responsible to vacate/clean the entire land to hand over to the LESSOR.

13. That the Lessor shall be entitled to inspect his land at any reasonable time and with prior information conveyed to the LESSEE or any of its authorized representative.

14. The LESSOR hereby declare that the said land is not attracted by any provisions of the prevailing Acts which may adversely affect the use of land by the LESSEE.

LESSOR and OTHER CONCERNED LESSOR

IN WITNESS WHEREOF, the parties here to have signed and subscribe their respective signatures on this instrument after having read and fully understood the content thereof on the day, month and the year first herein before written.

SIGNED AND DELIVERED

By the within named (LESSEE)

  
Sandip Kumar Mukharjee

D.G. M.

BHARAT CONSTRUCTION,


  
Witness: 1 Ram Lal Thakur S/o

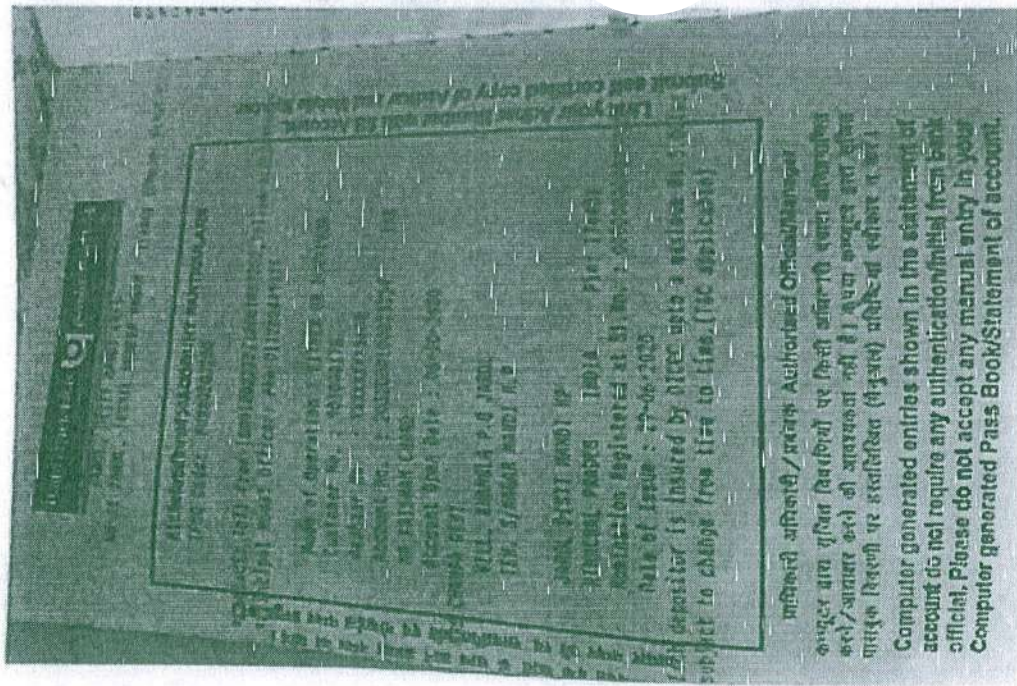
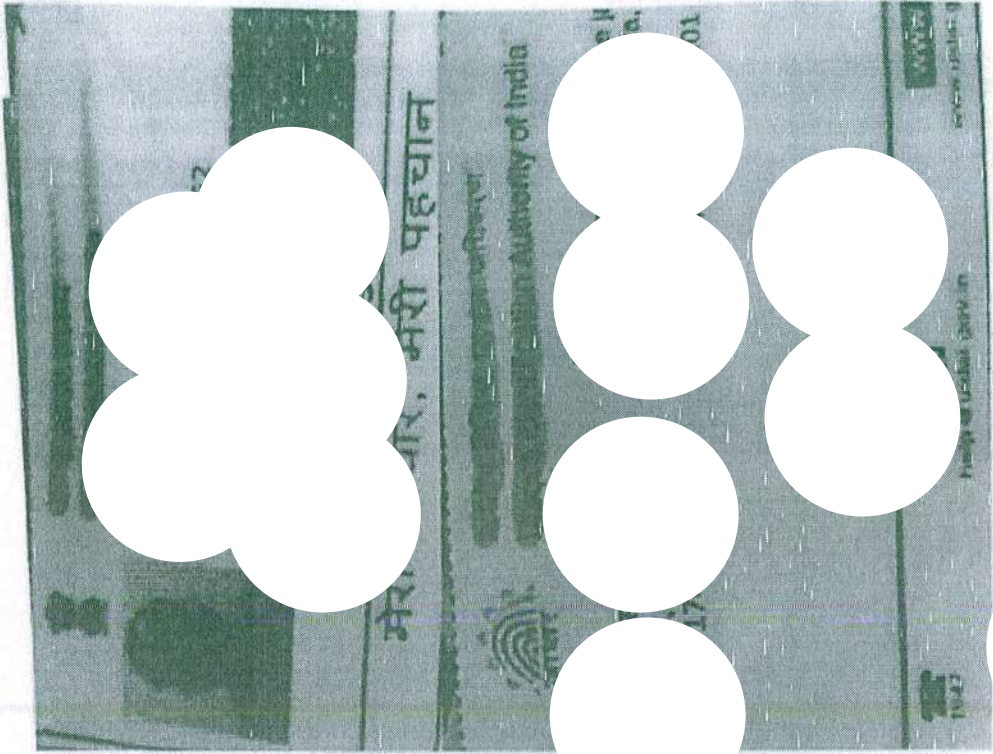
Amar Chand R/o Tung Vattlari


P/o Bahnoo The. Baldwara

Distt. Mandi

LESSOR and OTHER CONCERNED LESSOR

  
1 KRISHAN CHAND



  
 परियोजना निदेशक Project Director  
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
 National Highways Authority of India  
 परियोजना / कार्यालयम इकाई मण्डी  
 PIU Mandi



हिमाचल प्रदेश HIMACHAL PRADESH

16AA 343548

**AGREEMENT OF LEASE FOR LAND**

This AGREEMENT OF LEASE FOR LAND is made and executed at Muhal Jarol Khata/ Khatoni No-279/302, Khasra No-1699 Kita-1 land measuring Bigha 1 Biswa 10 biswansi 00 situated in Village Muhal Jarol .S/ Tehsil Dehar, Distt. Mandi, Himachal Pradesh, 174401 on 1 September 2021 of the year 2021

**BETWEEN**

Lal Mrn S/O Ratan Lal, resident and owner of the plot of land at Village Bhangla P.O. Jarol, S/ Tehsil Dehar, Distt. Mandi, Himachal Pradesh, 174401. shall hereinafter be referred to as "THE LESSOR" (which term shall mean and include their heirs, legal nominees etc), of the ONE PART.

**AND**

BHARAT CONSTRUCTION (INDIA) PRIVATE LIMITEDS, P.C.I. COLONY, UDAY VIHAR, OPP RADHA SWAMI SATSUNG, HARDWAR BUPASS, DEHRADUN, UTTARAKHAND, INDIA, 248001, shall hereinafter be called "THE LESSEE", of the OTHER PART. Parties of the both part are Indian Nationals. WHEREAS the LESSEE is in need of a suitable open land for Muck Dumping, Aggregate, Sand, Steel, Cement, etc. and for other construction work activities approached the LESSOR, who is owner Khata/ Khatoni No-422/459, Khasra No-279/302, Khasra No-1699 Kita-1 land measuring Bigha 3 Biswa 10 biswansi 00 situated in Village Muhal Jarol .S/ Tehsil Dehar, Distt. Mandi, Himachal Pradesh, 174401.

No 2545987 <sup>2</sup><sub>0</sub><sup>0</sup><sub>2</sub><sup>0</sup> Himachal Government Judicial Paper

AND WHEREAS the LESSEE upon a personal inspection of the said land has satisfied himself regarding the fitness and suitability of the land for the use for Muck Dumping, Aggregate, Sand, Steel, Cement, etc and for other construction work activities and as such requested the LESSOR to stock construction materials such as Aggregate, Sand & Steel, Cement, etc. and for other construction work activities their material temporarily in the said land which hereinafter shall be referred to as the "Licensed Premises on what is known as "Leave and License Basis. BHARAT CONSTRUCTION (INDIA) PRIVATE LIMITED 9, P.C.L COLONY, UDAY VIHAR, OPP RADHA SWAMI SATSUNG, HARDWAR BUPASS, DEHRADUN, UTTARAKHAND, INDIA, 248001

NOW THEREFORE THIS AGREEMENT WITNESSED AS UNDER

1. This agreement shall come into force with effect from 1 September 2021 and shall expire on 31 August 2023 for a period of 24 Months.
2. The compensation/ rent payable by the LESSEE to the LESSOR is at the rate of Rs.11250/- per month for the said period.
3. This agreement shall be subject to renewal after its term of 24 Months for a period of Six Months with an increase of 10% on yearly rent.
4. The licensed land shall be used by the LESSEE for Muck Dumping, aggregate, sand, cement, etc and for other construction work activities.
5. The revocation of this agreement shall be in writing only by both parties giving one month advance notice
6. The LESSEE shall take utmost care of the licensed land during the subsistence of this Agreement
7. The LESSEE shall not handover the licensed land to any other person, organization or sub license or assign his rights under this agreement to any third party or parties whomsoever.
8. LESSEE will pay rent amount in two instalments for two years. Rent amount for first year will be paid in advance at the beginning of the year and for other year shall be paid at the beginning of second year and the mode of payment will be RTGS and Amount of rent shall be credited equally in the bank Lal Man S/O Ratan Lal, resident and owner of the plot of land at Village Muhaj Jarol P.O. Jarol, S/ Tehsil Dehar, Distt. Mandi, Himachal Pradesh, 174401 in under mentioned Bank Accounts:

S.N.	Name of Beneficiary	Bank Account no-	IFSC Code	Name of Bank and Branch
1	Lal Man	2032001700016891	PUNB0203200	PUNJAB NATIONAL

N<sup>o</sup> 2545983 <sup>2</sup><sub>0</sub><sub>2</sub><sub>0</sub> Himachal Government Judicial Paper

9. If any dispute rises due to internal ownership, local problem or by the government then the dispute must be resolved and settled by the LESSOR solely.

10. During this agreement period LESSOR will not interfere/obstruct any Construction activity carried out by LESSOR in said land.

11. If the LESSEE needs any consent of the LESSOR for the government action which requires for the clarification then the LESSOR should be ready to assist the LESSEE.

12. No materials such as sand, concrete or any construction materials etc should be left behind by the LESSEE. The LESSEE would be responsible to vacate/clean the entire land to hand over to the LESSOR.

13. That the Lessor shall be entitled to inspect his land at any reasonable time and with prior information conveyed to the LESSEE or any of its authorized representative.

14. The LESSOR hereby declare that the said land is not attracted by any provisions of the prevailing Acts which may adversely affect the use of land by the LESSEE.

LESSOR and OTHER CONCERNED LESSOR

IN WITNESS WHEREOF, the parties here to have signed and subscribe their respective signatures on this instrument after having read and fully understood the content thereof on the day, month and the year first herein before written.

SIGNED AND DELIVERED

LESSOR and OTHER CONCERNED LESSOR

By the within named (LESSEE)

  
Sandip Kumar Mukharjee

D.G. M.

BHARAT CONSTRUCTION.

  
Witness: 1 Ram Lal Thakur S/o

Amar Chand R/o Tung Vattlari

P/o Bahnoo The. Baldwara

Distt. Mandi

  
1 Lal Man



P.No. 7

80



HIMACHAL PRADESH

16AA 576880

### Lease Agreement

This agreement made and executed in Swarghat on this 1st July 2021.

By and Between

Mr. Baldev Singh 37 years S/O - Mr. Ganga Ram, residing at Vill - Thepna, PO Kutehia, Tehl Shri Naina Devi Ji, Distt. -Bilaspur (hereinafter referred to as the "Lessor" which expression shall mean and include his/her heirs, legal representative, executors, administrators and assigns) of the one part

**ATTESTED**

And

VINEET KUMAR

Put

Tehsil Shri

at Swarghat,

Rakesh Kumar Atri, authorized signatory of **EQUIPMENT TRADING COMPANY**

working at Tunnel No. 2 Portal 2 of Kiratpur Nerchowk Road Project (hereinafter referred to as the "Lessee" which expression shall mean & include its successors and assigns) of the other part.

In mutual acknowledgement that both the parties have the necessary legal contract and to undertake obligations, in their capacity to act.

No. 1377723

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## Himachal Government Judicial Paper

Whereas the Lessee has approached the Lessor to take on lease the 2 Bighas 10 Biswa (TWO & HALF Bigha Land) for Rs. 8500/- (Rupees Eight Thousand Five Hundred only) per Month. The details of the Land being taken on lease is as under:

The total 2 Bighas 10 Biswa (TWO & HALF Bigha Land) which is being taken on lease comprised in Khasra No. 90 and 91 situated in Mauja Thapna Tehsil Shri Naina Devi Ji.

And whereas the Lessor has agreed to grant the above Land on lease subject to the terms and conditions as stated hereunder. In the interest of both the Parties, and pursuant to the foregoing Recitals, the Parties hereby

Mutually agree to enter into this contract (hereafter, the "Contract") in accordance with the following:



## Clauses

1. The Lessor shall grant and the Lessee shall accept a lease of the "the Land" to this contract at monthly rent of Rs. 8500/- (Rupees Eight Thousand Five Hundred only) per month and after for a period of one Year. On completion of this time the agreement shall be extended automatically if required and intimated by Lessee.

The payment shall be done to the Lessor directly into the saving account with the following Bankers Details:

(i)

Beneficiary:-	Baldev Singh-
Bank Name:-	UCO Bank
Account number:-	10960110037195
Branch IFSC code:-	UCBA0001096
Branch Name:-	Swarghat
	ENMPS8149P

ATTESTED  
 KANSEET KUMAR  
 Notary Public  
 Tehsil Swarghat, District Jalandhar  
 as applicable under the law will be deducted by Lessor.

## Duration of the lease

4. The duration of the lease shall be a period of 1 year commencing from 1<sup>st</sup> July 2021 and ending on 30th June 2022 as mutually agreed by both party upon this contract period.  
 5. The Lessee vacates the "the Land" on the expiry of the lease period or on the earlier as

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No 1377722 **Himachal Government Judicial Paper**

the case may be.

**Lessee's Covenants**

6. The Lessee shall use "the land" for its Dumping Yard, material stocking, store purpose etc.

7. The subject land was earlier also used for dumping purpose by another party. The Lessor will not claim any restoration on this account.

8. Due care shall be taken by lessee so that any fresh dumping does not spillover the boundary of leased land. Nothing more than a leveled field should be expected by Lessor.

9. That at the end of the above mentioned Lease agreement the land shall be only leveled at whatever elevation the dumped muck has reached.

**Lessor's Covenants**

10. The Lessor undertakes that the Lessee paying the rents hereby reserved and performing and observing the covenants on his part herein contained peaceably enjoy the "The Land" during the period of the lease.

11. The Lessor acknowledges that the demised premises in whole or in part is not subject to any Claims, charges or litigation which will affect peaceful possession of premises by the Lessee During the term of the agreement and undertakes to indemnify the Lessee against all the Costs and consequences arising out of failure to comply with this obligation.



12. The land lord will never cause any hindrance during the period of lease.

**Termination**

13. The Lessee or the Lessor may at any time even before the expiry of the agreed term of the agreement herein by giving to the other party 30 (thirty) days written notice of his intention to terminate the agreement herein and there upon the agreement herein shall come to an end on expiry of such 30 (thirty) days period. The notice shall be send by registered post acknowledgement due or by courier service or by special messenger. Never the less, the Lessee shall have the rights to a minimum time lease of six months since the date of **Signature of the lease agreement.**

14. On the expiry of the lease or earlier determination of the Lessee covenants with the Lessor to peacefully hand over possession of "The land" to the Lessor.

**Notices**

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No 1377721 Himachal Government Judicial Paper

15. Any correspondence or notice required to be served hereunder shall be sufficiently served on the Lessor/Lessee respectively if sent by the registered post acknowledgement due, to the Lessor or the Lessee in the details mentioned hereunder.

**Lessor**

Mr. Babbler Singh  
Vill - Dharna  
P.O. - Kurehla  
Teh - Shri Naina Devi J  
Distt - Bikanpur, HP (174011)

**Lessee**

NOTARY Vinay Kumar Arora  
Equipment trading company  
In witness where of the parties have signed and delivered these deeds in 1st of July 2021 the  
2021 and year first hereinabove written.

The Lessor BMS (Signature)

ATTESTED  
21/7/21  
VINAY KUMAR  
NOTARY  
Tensil Shri Naina Devi  
at Swarghal, Distt Bikanpur  
AK (Signature)

In witness whereof the Lessor & Lessee have set their signatures on this 1<sup>st</sup> July 2021 Annexure enclosed as per terms of agreement

Witness D. S. / 98172-59988 (Signature)

This record is prepared by Karla & Ray on dated 21/7/21  
The Deeds are executed under the true & correct  
Deposited by [Signature]  
Executive [Signature]  
Notary Public  
Tensil Shri Naina Devi J  
at Swarghal, Distt Bikanpur

ll

## ANNEXURE 'C'

DETAILS OF PENAL ACTIONS  
(Details of fine deposited)

S.No.	To Whom (Sub Contactor/Staff name)	Receipt No.	RR No. Dt	Amount	Forest Circle	Forest Division
1	Sh Gaurav S/o Sh Kewal Singh	023 dated 21.12.2022	2/SW/2022-23 dated 10.11.2022	51970	Bilaspur	Bilaspur
2	Sh. Vinod S/O Omprakash	022 dated 10 Nov 2022	1/SW/2022-23	47250	Bilaspur	Bilaspur
3	Sh. Krishan Dutt S/o Sh. Satyavaan	085 dated 01 March 2023	842	11614	Bilaspur	Bilaspur
4	Sh. Mahant Ram S/o Desh Raj	435 dated 20 Nov 2021	03/SW/2021-22	98875	Bilaspur	Bilaspur
5	Sh. Kehar Singh S/o Sh Pratap Singh	434 dated 20 Nov 2021	01/SW/2021-22	98816	Bilaspur	Bilaspur
6	Sh. Neeraj Kumar S/o Om Prakash	445 dated 15 June 2022	4/ZK/2022-23	67310	Bilaspur	Bilaspur
7	Sh. Om Prakash	448 dated 22 Dec 2022	7/ZK/2022-23	51970	Bilaspur	Bilaspur
8	Sh. Praveen Kumar S/o Vijay pal	447 dated 22 Dec 2022	6/ZK/2022-23	4012	Bilaspur	Bilaspur
9	Ashok Kumar S/o Bhagwan	006 dated 21 Sept 2022	3/KL of 2022-23	19166	Bilaspur	Bilaspur

महकमा जंगलात हिमाचल प्रदेश

842                      085

रिपोर्ट बुक नं० वन विभाग रिपोर्ट नं०

सरकार वजरिया                      वनाम कुष्म 21/5/02  
श्री वर कृष्णका

जात 9050/                      साक्षि इ.पी परमान

जनावयाली,                      विन डुमाली  
डुमेश्वरी पर मी डी फे

आज मंतरखा 01/31/2023                      सन् २०

वक्त दिन                      जंगल खे की गस्त की गई

और निम्नलिखित नुकसान पाया गया। देराने खेत डारने

मुन्त्रिम नं० लिखित नुम्जन किया हुआ पाया गया  
धान की न करने पर सुरक्षा का पता नही  
सुरक्षा के लंगर लम्ब कबूल किया  
का भावना देने को लिए रखा मन् ६०

पोका पर गिरफ्तार हुआ।                      मुन्त्रखा                      सन् २०

Comp-2	50-00	<u>Shankar Singh</u> हस्ताक्षर रिपोर्ट कृतिम्दा। <u>1/beat kallar</u>
Vol. 2	9800-00	
9st 2	1764-00	
<u>Total</u>	<u>11614-00</u>	

Dr. Item No. ....

Form No. 14 EDC

R.RND 67K 2022-23 Date 10-12-2022  
D.RND = 8695 SW/2010-11

Sr. No. 447

Bilaspur Circle Bilaspur Forest Division

Received from 4012/- Pooveen Kumar

S/O Bejraj Pal R/o Dhara P.O. Sawahan

Teh - Shri Naina Davidi Distt. Bilaspur  
H.P.

a sum of Rs. 4012/-

Four Thousand &amp; Twelve Rupees

on account of \_\_\_\_\_

lot No. / forest \_\_\_\_\_

Dated : 22-12-2022 .

V.F.P = 3358

O.S.T = 604

Camp = 50

4012

D.E.O.  
B.O. Sawahan

Pi

Dr. Item No. ....

## Form No. 14 FDC

R. R No 572K 2022-23 Dated = 10-12-2022

DR No - 07 sw 2010-11 / 0696 St. No. 448

Bilaspur Circle Bilaspur Forest Division

Received from 51970/- on Parkash St. Stamen

Kemas R/o Pelimandasi

a sum of Rs. 51970/RS

on account of Fifty one Thousand  
Nine Hundred & Seventy Rupees  
only.

lot No. / forest

Dated : 22-12-2022

D.F.O.  
B. S. Swain

Dr. Item No. ....

**Form No. 14 FDC**

R.R. No 4/ZK/2022-23 Dated 06/06/2022  
 D.R. No 67/SW 2010-11 H.F. 310/445  
 2793 Sr. No. ....

Bilaspur Circle Bilaspur Forest Division

Received from 17310/- Shreeyug & Sh  
Om Prakash P.O. Tah & Distt Hissa  
(H.R.)

a sum of Rs. 67310/-

Sixty Seven Thousand Three  
on account of Handled Ten Rupees  
only

lot No. / forest \_\_\_\_\_

Dated : 15-6-2022

COMP = 50.00  
 Vol = 57000  
 G.S.T. 10260  
Totl - 67310

[Signature]  
 D.F.O.  
 B & Sarghat

Dr. Item No. ....

## Form No. 14 FDC

R.R. No. 1/541/2022-23

Date 10/11/2022

Sr. No. 022

Bihar Circle Bihar Forest Division

Received from Vinod aka omparkash Will Satyan Teh.

Taranagar Distt. Chura Rajshahi


a sum of Rs. 47250/- Forty Seven Thousands

Two hundred Fifty Rs. only

on account of अम्बरेश्वर (सोपान) अर्जुन

lot No. / Forest D.P.P. Debnaf

Dated : 21/12/2022

  
 B. Prashant  
 B.R.O.

Dr. Item No. ....

## Form No. 14 FDC

R.A. No. 2/CH/2022-23

Date of - 10-11-2022

Sr. No. 023

Puraspur Circle Bilaspur Forest Division

Received from Gourav S. Kanwar Singh Plot No 2/2

H/Block Police Banti Model Town P.H. (14)

a sum of Rs. 51970/- Fifty one thousand Nine

hundred Seventy only

on account of 11th Pay (1st) P.H. P.H.

Lot No. / Forest D.P.B. (D.P.B.)

Dated : 21/12/2022

B.S. Sharma  
B.S. Sharma D.F.O.

B.S. Sharma

Item No. ....

## Form No. 14 FDC

R.R. NO = 3/KL of 2022-23 Dated: 20/9/2022

D.R. No = 842/082 dated 11/09/2022

Book No = 3/SW/2020-21

Sr. No. 006

Bilaspur Circle Bilaspur Forest Division

Received from Ashok Kumar s/o Sh. Bhagnab

Will- Devered P.D. Devered Teh. Jalana Distt. Jind

(H.R)

Amount of Rs. Comp = 50.00  
Vol = 16200.00  
G.S.T = 2916.00

Total = 19166.00

account of Nineteen thousand One hundred Sixty Six  
only rupees.

No. / Forest USPF Tunu

dated : 21/09/2022

B. K. R. T. Singh

D.F.O.

**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,**

**AT NEW DELHI**

**IN**

**ORIGINAL APPLICATION NO. 48 OF 2024**

**IN THE MATTER OF:**

Ashwini Kumar Saini

**..... APPLICANT**

**VERSUS**

Ministry of Environment, Forest and Climate

Change Through Its Secretary & Ors.

**..... RESPONDENTS**

**ANNEXURE NO. A-3**

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F.No. 10-118/2011-IA.III  
Government of India  
Ministry of Environment & Forests  
(IA-III Division)

Paryavaran Bhawan,  
CGO Complex, Lodhi Road,  
New Delhi - 110 003

Dated: 21<sup>st</sup> March, 2013

To  
Chief General Manager (LA),  
National Highways Authority of India,  
G- 5&6, Sector - 10, Dwarka,  
New Delhi - 110075

4/21/04  
DGM (Env)

**Subject: Environmental Clearance for widening and improvement of existing 2-lane to 4-lane of Kiratpur-Bilaspur Section of NH-21 in the State of Punjab and Himachal Pradesh by M/s NHAI- Reg.**

This has reference to your letter No. 11013/1/2k/Env./126 dated 03.09.2012 seeking Environmental Clearance under the Environment Impact Assessment Notification, 2006. The proposal has been appraised as per prescribed procedure in the light of provisions under the Environment Impact Assessment Notification, 2006 on the basis of the mandatory documents enclosed with the application viz., the Form-I, EIA, EMP, Public Hearing proceedings and the additional clarifications furnished in response to the observations of the Expert Appraisal Committee constituted by the competent authority in its meeting held 19<sup>th</sup> - 21<sup>st</sup> September, 2012.

2. It is interalia, noted that the proposed road starts from Km. 73.200 at Kiratpur in District Roopnagar in the State of Punjab and ends at Km. 134.500 in Bharadi Village near Bilaspur town in Bilaspur District in the State of Himachal Pradesh. The project road traverses through 25 villages, 7 villages in the state of Punjab and 18 villages in the state of Himachal Pradesh. The existing length of the road is 61.300 km. The proposed length is 26.462 km. wherein widening of existing alignment of 12.732 km starts at 73.200 km and ends upto 85.932 km and construction of 1 realignment of length is 13.73 km with construction of 3 tunnels (length of 1.75 km, 0.65 km, 0.394 km). The existing carriageway varies from 5 m to 7 m with paved shoulder (0.3 m to 0.9 m) and existing RoW varies from 24 m to 42 m, whereas the proposed RoW will be 45 m. The existing landuse along the project corridor is predominantly hilly in the stretch of Himachal Pradesh and plain in Punjab Section. Forest land is 30%, Agriculture area is 26%, Barren area is 14% and rest is others. The proposed road passes through Gobindsagar Wildlife Sanctuary at two locations at Km. 23+100 for 400 meters and at Km. 26+100 for 300 meters. 123 Ha of total land to be acquired for the project, in Himachal Pradesh the total land requirement is 92 Ha and in Punjab the total land requirement is 31 Ha. The proposal for diversion of 39.462 ha (3.15 ha in sanctuary and 36.312 ha in Protected Forest) in Himachal Pradesh and 19.5 ha Protected Forest in Punjab. The existing major Bridges are 2, minor Bridges are 4 and Junctions are 5. The proposed improvement involves the total number 22 new bridges, 77 culverts, 5 junction

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improvements, 26 Bus Bay, 1 truck Lay Bye, 1 toll plaza, 3 Tunnels and 3 Pedestrian cum cattle under pass. Tunnels will be constructed on the basis of controlled blasting technique method by NATM. 8059 numbers of trees present in proposed RoW 45 m however bare minimum trees shall be felled during construction of 4 lane. Total water requirement are 4 lac Kl. 80% from surface water and 20% from Ground Water. Total estimated domestic Solid waste generation is 1000 kg/day. 3164544 Cum cutting and 3460101 Cum filling are involved in the project. 100% cutting material will be used in filling apart from this the project also required 810907 Mt of aggregate; 437,053 Mt of boulder and 117280 Mt of river sand for construction. There is Guru Gobind Singh Super Thermal Power Plant at Roopnagar which is 25 Km away from the start point Km. 73.200. However concerned authority denied to provide fly ash because they have an agreement with adjoining cement industries. 127 families are partially/ completely affected and the affected families will be compensated as per NH Act. Total civil cost for project road is Rs 724.82 Crore, addition to this environmental cost is approx Rs. 7.5 Crore and R&R cost is Rs. 11.35 Crore. The total cost of the project is Rs. 743.9 Crore.

3. The above proposal was considered in the 109<sup>th</sup> EAC meeting held on 9<sup>th</sup> - 10<sup>th</sup> February, 2012 including conduct of Public Hearing. Public Hearing conducted on 29.06.2012 at Massewal Roop Nagar District, Punjab and 02.07.2012 in Bilaspur District, Himachal Pradesh.

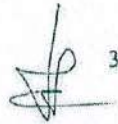
4. The Expert Appraisal Committee, after due consideration of the relevant documents submitted by the project proponent and additional clarifications furnished in response to its observations, have recommended for the grant of Environmental Clearance for the project. Accordingly, the Ministry hereby accords necessary Environmental Clearance for the above project as per the provisions of Environment Impact Assessment Notification, 2006 and its subsequent amendments, subject to strict compliance of the terms and conditions as follows:

5. **SPECIFIC CONDITIONS:**

- (i) The project involves diversion of 39.462 ha of forest land (3.15 in Sanctuary and 36.312 ha in protected forests) for which the proponent shall obtain the requisite FC. The proponent can execute the above project on the entire stretch located in non-forest land, provided that the proponent submits an undertaking while making application to get FC that the execution of work on non- forest land shall not be cited as a reason for grant of FC and in case FC is declined, width of the portion of road falling in the forest land will be maintained at its existing level.
- (ii) The proposed road passes through Gobindasagar Wildlife Sanctuary at two locations. Hence, prior clearance from the Standing Committee of NBWL shall be obtained.
- (iii) 3 tunnels are proposed in the proposed road widening project. Controlled blasting shall be carried out. Proponent shall ensure that

the details of tunnel shall be informed to the Wildlife Board and Forests Authority while applying for clearance.

- (iv) It is indicated that 8059 nos. trees falls within RoW, bare minimum of them are to be cut. Necessary permission shall be obtained from the Competent Authority for tree cutting. Compensatory afforestation shall be provided as per the norms. Necessary green belt shall be provided on both side of the highway with proper central verge and cost provision should be made for regular maintenance.
- (v) Noise barrier and safety measures shall be provided near the school.
- (vi) Rain water harvesting including oil and grease trap shall be provided. Water harvesting structures shall be located at every 500 mts along the road. Vertical drain type rainwater harvesting structures shall be set up to minimize surface runoff losses of rainwater.
- (vii) R&R shall be as per the guidelines of State/Central Government.
- (viii) IRC guidelines shall be followed for widening & up-gradation of road.
- (ix) The responses/commitments made during public hearing shall be complied in letter and spirit.
- (x) All the recommendation of the EMP shall be complied in letter and spirit. All the mitigation measures submitted in the EIA report shall be prepared in a matrix format and the compliance for each mitigation plan shall be submitted to MoEF along with half yearly compliance report to MoEF-RO.
- (xi) Green belt development shall be undertaken as suggested in EMP.
- (xii) The seismic nature of the area shall be taken into account while designing the project.
- (xiii) The project proponent shall obtain necessary permission from the State Irrigation Department before drawing water from the river sources for the purpose of the proposed construction activity.
- (xiv) Sidewalk shall be provided along the bridges.
- (xv) The drain shall be at least 1 m. away from the toe of the embankment of the road adopting IRC guidelines.
- (xvi) Longitudinal drains shall be provided all along the project road to ensure proper drainage of the area. In addition, adequate number of under passes and culverts to act as cross drainage structures shall also be provided.

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- (xvii) The solid waste generated shall be used for rehabilitating the borrow areas.
- (xviii) For providing safety to the crossing animals and avoid road accidents speed breakers/rumbled strips shall be constructed at the identified locations of the animal movements. Enough hoardings and signages shall also be put up for the public and vehicles convenience.
- (xix) Minimum of three times the number of trees to be cut shall be planted. It shall be ensured that the trees planted as a part of the afforestation shall be looked after by NHAI. Tree plantation shall be of the same species/local species and survival shall be monitored. Transplantation of trees shall be carried out wherever possible. The tree plantation shall be taken up on the extreme end of the road.
- (xx) Necessary clearance from the State Government shall be obtained for extraction of sand from the rivers.
- (xxi) Proper signage shall be installed at appropriate locations for the convenience of the traffic movement.
- (xxii) The embankments/slopes and the slopes left after cutting shall be provided with vegetative turning to avoid soil erosion.
- (xxiii) The hot mix plant shall be located at least 500 mts. Away from habitation and on the barren land to avoid its adverse impact on the human population.
- (xxiv) Rehabilitation and payment of compensation to the project affected people (PAPs) shall be made as per the policy of the State Government.
- (xxv) Noise barriers shall be provided at appropriate locations particularly in the areas where the alignment passes through inhabited areas so as to ensure that the noise levels do not exceed the prescribed standards.
- (xxvi) For road safety, IRC guidelines in respect of road signages, service roads, bus bays, inter-sections, pedestrians crossings, etc. shall be strictly adhered to.

6. **GENERAL CONDITIONS:**

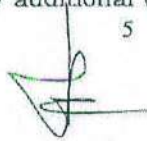
- (i) Adequate provision for infrastructure facilities including water supply, fuel and sanitation must be ensured for construction workers during the construction phase of the project to avoid any damage to the environment.
- (ii) Appropriate measures must be taken while undertaking digging activities to avoid any likely degradation of water quality.

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- (iii) Borrow sites for each quarry sites for road construction material and dump sites must be identified keeping in view the following:
- (a) No excavation or dumping on private property is carried out without written consent of the owner.
  - (b) No excavation or dumping shall be allowed on wetlands, forest areas or other ecologically valuable or sensitive locations.
  - (c) Excavation work shall be done in close consultation with the Soil Conservation and Watershed Development Agencies working in the area, and
  - (d) Construction spoils including bituminous material and other hazardous materials must not be allowed to contaminate water courses and the dump sites for such materials must be secured so that they shall not leach into the ground water.
- (iv) The construction material shall be obtained only from approved quarries. In case new quarries are to be opened, specific approvals from the competent authority shall be obtained in this regard.
- (v) Adequate precautions shall be taken during transportation of the construction material so that it does not affect the environment adversely.
- (vi) Borrow pits and other scars created during the road construction shall be properly levelled and treated.
- (vii) Adequate financial provision must be made in the project to implement the aforesaid safeguards.
- (viii) The project proponent will set up separate environmental management cell for effective implementation of the stipulated environmental safeguards under the supervision of a Senior Executive.
- (ix) Full support shall be extended to the officers of this Ministry/ Regional Office by the project proponent during inspection of the project for monitoring purposes by furnishing full details and action plan including action taken reports in respect of mitigation measures and other environmental protection activities.
- (x) A six-Monthly monitoring report shall need to be submitted by the project proponents to the Regional Office of this Ministry regarding the implementation of the stipulated conditions.
- (xi) Ministry of Environment & Forests or any other competent authority may stipulate any additional conditions or modify the existing ones,

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if necessary in the interest of environment and the same shall be complied with.

- (xii) The Ministry reserves the right to revoke this clearance if any of the conditions stipulated are not complied with the satisfaction of the Ministry.
- (xiii) In the event of a change in project profile or change in the implementation agency, a fresh reference shall be made to the Ministry of Environment and Forests.
- (xiv) The project proponents shall inform the Regional Office as well as the Ministry, the date of financial closure and final approval of the project by the concerned authorities and the date of start of land development work.
- (xv) A copy of the clearance letter shall be marked to concerned Panchayat/local NGO, if any, from whom any suggestion/representation has been made received while processing the proposal.
- (xvi) Safety provision such as bus bays, service roads, intersection improvement etc., will be carried out by the project proponent. The project proponent shall provide adequate facilities as per IRC norms/guidelines.
- (xvii) State Pollution Control Board shall display a copy of the clearance letter at the Regional Office, District Industries Center and Collector's Office/Tehsildar's office for 30 days.

7. These stipulations would be enforced among others under the provisions of Water (Prevention and Control of Pollution) Act 1974, the Air (Prevention and Control of Pollution) Act 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification 2006, including the amendments and rules made thereafter.

8. All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, Forest Conservation Act, 1980 and Wildlife (Protection) Act, 1972 etc. shall be obtained, as applicable by project proponents from the respective competent authorities.

9. The project proponent shall advertise in at least two local Newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded Environmental Clearance and copies of clearance letters are available with the State Pollution Control Board and may also be seen on the website of the Ministry of Environment and Forests at <http://www.envfor.nic.in>. The advertisement should be made within 10 days from the date of receipt of the Clearance letter and a copy of the same should be forwarded to the Regional office of this Ministry.


10. Any appeal against this clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

11. This clearance is subject to final order of the Hon'ble Supreme Court of India in the matter of Goa Foundation Vs. Union of India in Writ Petition (Civil) No.460 of 2004 as may be applicable to this project.

12. Status of compliance to the various stipulated environmental conditions and environmental safeguards will be uploaded by the project proponent in its website.


13. The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.

14. The environmental statement for each financial year ending 31<sup>st</sup> March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.

  
(Lalit Kapur)  
Director (IA-III)

Copy to:

1. The Secretary, Department of Environment, Government of Punjab, Chandigarh.
2. The Secretary, Department of Environment, Government of Himachal Pradesh
3. The Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar, Delhi - 110 032
4. The Member Secretary, Punjab Pollution Control Board, Vatavaran Bhavan, Nabha road, Patiala-147001, Punjab.
5. The Member Secretary, Himachal Pradesh Pollution Control Board, HP SCST &E, 34, SDA Complex, Kusumpati, Shimla -171009
6. The CCF, Regional Office, Ministry of Environment & Forests (NZ), Bays No. 24-25, Sector-31-A, Dakshin Marg, Chandigarh-160030.
7. IA - Division, Monitoring Cell, MoEF, New Delhi - 110003.
8. Guard file

  
(Lalit Kapur)  
Director (IA-III)

**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,**

**AT NEW DELHI**

**IN**

**ORIGINAL APPLICATION NO. 48 OF 2024**

**IN THE MATTER OF:**

Ashwini Kumar Saini

**..... APPLICANT**

**VERSUS**

Ministry of Environment, Forest and Climate

Change Through Its Secretary & Ors.

**..... RESPONDENTS**

**ANNEXURE NO. A-4**

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परियोजना निदेशक Project Director  
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण  
National Highways Authority of India  
परियोजना / कार्यालयम नूकाई मण्डी  
PIU Mandi

(6)

**F.No. 10-52/2011-IA.III**  
**Government of India**  
**Ministry of Environment & Forests**  
**(IA-III Division)**

Paryavaran Bhawan,  
 CGO Complex, Lodhi Road,  
 New Delhi - 110 003

Dated: 21<sup>st</sup> March, 2013

To  
 Chief General Manager (LA),  
 National Highways Authority of India,  
 G- 5&6, Sector-10, Dwarka,  
 New Delhi - 110 075.

20/03/13  
 JGN(Env)


**Subject: Environmental Clearance for widening and improvement of existing carriageway to 2/4 lane of Bilaspur - Ner Chowk section of NH-21 from Km 134.500 to km 186.500 in the State of Himachal Pradesh by M/s NHAI - Reg.**

This has reference to your letter No- 11013/1/2k/Env./127 dated 04.09.2012 seeking Environmental Clearance under the Environment Impact Assessment Notification, 2006. The proposal has been appraised as per prescribed procedure in the light of provisions under the Environment Impact Assessment Notification, 2006 on the basis of the mandatory documents enclosed with the application viz., the Form-I, EIA, EMP, Public Hearing proceedings and the additional clarifications furnished in response to the observations of the Expert Appraisal Committee constituted by the competent authority in its meeting held 19<sup>th</sup> - 21<sup>st</sup> September, 2012.

2. It is interalia, noted that the proposed road of NH-21 starts at Km.134+350 and ends at Km.186+650. The existing road is a 2 lane carriageway with earthen shoulder and the length is about 63.5 Km. The improvement proposal is of total design length 57.913 Km (including Sunder Nagar Bypass and the Link Connectivity) which consists of 4-lane new construction of New alignment taking off from existing NH-21 near Nauni Chowk to Jarol Village (Km.126+500 to Km.159.070) of length is 32.570Km. The projected traffic indicates that the project road will need to be widened to 4-lane immediately. The Engineering investigations carried out on the existing road revealed that the existing road is deficient in geometrics and improving the geometrics will involve deep cuts and high fills. There are structures on the hills and valleys all along the project road and constructing these large fills and cuts shall not be feasible and shall involve large scale rehabilitation/ resettlement. Accordingly three options were examined for the improvement of the Project Road Section which are:

- Option I: Widening of the Existing Road to 2-lane with Paved Shoulder.  
 Option II: Alternative New Alignment on the Eastern side of the Existing NH-21.

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Option III: Alternative New Alignment on the Western side of the Existing NH-21.

Based on the merits and demerits, the alternative new alignment on the western side of the existing NH21 between ferry site near Neoni Chowk to Proposed Sundar Nagar bypass was recommended and adopted for implementation. Existing ROW width varies between 11 to 42 m at different location. The Proposed ROW width is 45m except at the existing widening of NH-21 with 24m-30m and link connectivity & tunnels with 20m. The proposed project passes through 44 villages, which fall in two districts namely Bilaspur and Mandi. The proposed length of the alternative new alignment of NH 21 is 57.913 km and the existing length of road is 63.5 km. Existing widening from Jarol Village to Start of Sundar Nagar bypass (follows existing road) (Km.159.070 to Km.167.473) of length 8.403Km. Proposed Sundar Nagar Bypass from Km. 173.904 to Km. 179.582 (2 lane to be constructed by State PWD and another 2 lane to be constructed by NHAI) - 5.678 Km.). Existing widening from End of Sundar Nagar Bypass to Start of Proposed Ner Chowk Bypass (Km.179.582 to Km.184.323) of length 4.741Km. Proposed Ner Chowk Bypass - (Km.184.323 to Km.188.874) of length 4.550Km. Link Connection to ACC Cement Plant of length 1.971 Km. Existing (3 major bridges, 10 minor bridges) whereas proposed 10 major bridges and 12 minor bridges, 222 Culverts exists and 144 nos proposed (83 nos new culverts, 61 nos reconstruction of existing culverts), 1 flyover, 1 pedestrian/Cattle underpass, Truck lay-bye 2, and 1 Toll Plaza at km 151+735 proposed along the entire stretch. There are 12 major and 18 minor junctions on the existing road whereas 5 major junctions and 22 minor junctions proposed on the project road. Provision of 2 tunnels (length of long tunnel is 1.410 km and short tunnel is 0.860 km). A total of 10000 trees are found within the proposed Right of Way, which will be impacted due to new alignment and proposed bypass 1941 households comprising of about 15491 Project affected people (PAPs) also fall in PROW. PAPs shall be compensated according to the provision of NH Act 1956. 1400 KL/day of water is required for construction and 840 KL/day water will be abstracted from existing borings present along the project road and remaining from surface water sources. Fly ash will be utilized for construction of embankment from Guru Gobind Singh super thermal power plant at Ropar near Ghanauli, Punjab as per MoEF notifications. The total project cost is Rs. 1000.49 crore (including civil cost, Environmental cost, shifting of utilities, land acquisition and R&R cost). The total cost for Resettlement and Rehabilitation is approximately Rs. 183.96 crore and environmental budget is Rs. 2.03 crore.

3. The proposed project road passes through Govind Sagar lake in a length of 1.57 km at 6-8 locations declared as a Sanctuary area in Dist. Bilaspur. It has been recently proposed for denotification by the State Govt. The project road passes through Protected Forest falling under Bilaspur Forest Division in district Bilaspur whereas Suket and Mandi Forest Divisions in district Mandi. The proposed road passes mostly through hilly and mountainous terrain of Himalayan range, but part of it crosses through agricultural, forest land and built-up area. 189.2 ha of land is proposed to

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be acquired for this project (59.64 ha Govt. land and 129.52 ha Private). 26.71 ha. of forest land to be diverted for the proposed project. There are 2 bypasses viz. Sunder Nagar Bypass and Ner Chowk Bypass proposed in the project stretch and total length of bypass is 10.228 Km.

4. The project was considered by the EAC in its 103<sup>rd</sup> meeting held on 13<sup>th</sup> - 15<sup>th</sup> July, 2011 including conduct of Public Hearing. Public Hearing conducted on 23.04.2012 at Bilaspur District and 24.04.2012 at Mandi District.

5. The Expert Appraisal Committee, after due consideration of the relevant documents submitted by the project proponent and additional clarifications furnished in response to its observations, have recommended for the grant of Environmental Clearance for the project. Accordingly, the Ministry hereby accords necessary Environmental Clearance for the above project as per the provisions of Environment Impact Assessment Notification, 2006 and its subsequent amendments, subject to strict compliance of the terms and conditions as follows:

**6. SPECIFIC CONDITIONS:**

- (i) The project involves diversion of 26.71 ha of forest land for which the proponent shall obtain the requisite FC. The proponent can execute the above project on the entire stretch located in non-forest land, provided that the proponent submits an undertaking while making application to get FC that the execution of work on non- forest land shall not be cited as a reason for grant of FC and in case FC is declined, width of the portion of road falling in the forest land will be maintained at its existing level.
- (ii) The proposed road passes through Gobindasagar Wildlife Sanctuary at two locations. Hence, prior clearance from the Standing Committee of NBWL shall be obtained.
- (iii) 2 tunnels are proposed in the proposed road. Controlled blasting shall be carried out. Proponent shall ensure that the details of tunnel shall be brought to the Wildlife Board and Forests Authority while applying for clearance.
- (iv) It is indicated that 10,000 nos. trees falls within RoW, bare minimum are to be cut. Necessary permission shall be obtained from the Competent Authority for tree cutting. Compensatory afforestation shall be provided as per the norms. Necessary green belt shall be provided on both side of the highway with proper central verge and cost provision should be made for regular maintenance.
- (v) Noise barrier and safety measures shall be provided at School.



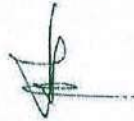

- (vi) Rain water harvesting including oil and grease trap shall be provided. Water harvesting structures shall be located at every 500 mts along the road. Vertical drain type rainwater harvesting structures shall be set up to minimize surface runoff losses of rainwater.
- (vii) R&R shall be as per the guidelines of State/Central Government.
- (viii) IRC guidelines shall be followed for widening & up-gradation of road.
- (ix) The responses/commitments made during public hearing shall be complied with letter and spirit.
- (x) All the recommendation of the EMP shall be complied with letter and spirit. All the mitigation measures submitted in the EIA report shall be prepared in a matrix format and the compliance for each mitigation plan shall be submitted to MoEF along with half yearly compliance report to MoEF-RO.
- (xi) Green belt development shall be undertaken as suggested in EMP.
- (xii) The seismic nature of the area shall be taken into account while designing the project.
- (xiii) The project proponent shall obtain necessary permission from the State Irrigation Department before drawing water from the river sources for the purpose of the proposed construction activity.
- (xiv) Sidewalk shall be provided along the bridges.
- (xv) The drain shall be at least 1 m. away from the toe of the embankment of the road adopting IRC guidelines.
- (xvi) Longitudinal drains shall be provided all along the project road to ensure proper drainage of the area. In addition, adequate number of under passes and culverts to act as cross drainage structures shall also be provided.
- (xvii) The solid waste generated shall be used for rehabilitating the borrow areas.
- (xviii) For providing safety to the crossing animals and avoid road accidents speed breakers/rumbled strips shall be constructed at the identified locations of the animal movements. Enough hoardings and signages shall also be put up for the public and vehicles convenience.




- (xix) Minimum of three times the number of trees to be cut shall be planted. It shall be ensured that the trees planted as a part of the afforestation shall be looked after by NHAI. Tree plantation shall be of the same species/local species and survival shall be monitored. Transplantation of trees shall be carried out wherever possible. The tree plantation shall be taken up on the extreme end of the road.
- (xx) Necessary clearance from the State Government shall be obtained for extraction of sand from the rivers.
- (xxi) Proper signage shall be installed at appropriate locations for the convenience of the traffic movement.
- (xxii) The embankments/slopes and the slopes left after cutting shall be provided with vegetative turning to avoid soil erosion.
- (xxiii) The hot mix plant shall be located at least 500 mts. Away from habitation and on the barren land to avoid its adverse impact on the human population.
- (xxiv) Rehabilitation and payment of compensation to the project affected people (PAPs) shall be made as per the policy of the State Government.
- (xxv) Noise barriers shall be provided at appropriate locations particularly in the areas where the alignment passes through inhabited areas so as to ensure that the noise levels do not exceed the prescribed standards.
- (xxvi) For road safety, IRC guidelines in respect of road signages, service roads, bus bays, inter-sections, pedestrians crossings, etc. shall be strictly adhered to.

**7. GENERAL CONDITIONS:**

- (i) Adequate provision for infrastructure facilities including water supply, fuel and sanitation must be ensured for construction workers during the construction phase of the project to avoid any damage to the environment.
- (ii) Appropriate measures must be taken while undertaking digging activities to avoid any likely degradation of water quality.
- (iii) Borrow sites for each quarry sites for road construction material and dump sites must be identified keeping in view the following:
- (a) No excavation or dumping on private property is carried out without written consent of the owner.




- (b) No excavation or dumping shall be allowed on wetlands, forest areas or other ecologically valuable or sensitive locations.
- (c) Excavation work shall be done in close consultation with the Soil Conservation and Watershed Development Agencies working in the area, and
- (d) Construction spoils including bituminous material and other hazardous materials must not be allowed to contaminate water courses and the dump sites for such materials must be secured so that they shall not leach into the ground water.
- (iv) The construction material shall be obtained only from approved quarries. In case new quarries are to be opened, specific approvals from the competent authority shall be obtained in this regard.
- (v) Adequate precautions shall be taken during transportation of the construction material so that it does not affect the environment adversely.
- (vi) Borrow pits and other scars created during the road construction shall be properly levelled and treated.
- (vii) Adequate financial provision must be made in the project to implement the aforesaid safeguards.
- (viii) The project proponent will set up separate environmental management cell for effective implementation of the stipulated environmental safeguards under the supervision of a Senior Executive.
- (ix) Full support shall be extended to the officers of this Ministry/ Regional Office by the project proponent during inspection of the project for monitoring purposes by furnishing full details and action plan including action taken reports in respect of mitigation measures and other environmental protection activities.
- (x) A six-Monthly monitoring report shall need to be submitted by the project proponents to the Regional Office of this Ministry regarding the implementation of the stipulated conditions.
- (xi) Ministry of Environment & Forests or any other competent authority may stipulate any additional conditions or modify the existing ones, if necessary in the interest of environment and the same shall be complied with.

- (xii) The Ministry reserves the right to revoke this clearance if any of the conditions stipulated are not complied with the satisfaction of the Ministry.
- (xiii) In the event of a change in project profile or change in the implementation agency, a fresh reference shall be made to the Ministry of Environment and Forests.
- (xiv) The project proponents shall inform the Regional Office as well as the Ministry, the date of financial closure and final approval of the project by the concerned authorities and the date of start of land development work.
- (xv) A copy of the clearance letter shall be marked to concerned Panchayat/local NGO, if any, from whom any suggestion/representation has been made received while processing the proposal.
- (xvi) Safety provision such as bus bays, service roads intersection improvement etc., will be carried out by the project proponent. The project proponent shall provide adequate facilities as per IRC norms/ guidelines.
- (xvii) State Pollution Control Board shall display a copy of the clearance letter at the Regional Office, District Industries Center and Collector's Office/Tehsildar's office for 30 days:-

8. These stipulations would be enforced among others under the provisions of Water (Prevention and Control of Pollution) Act 1974, the Air (Prevention and Control of Pollution) Act 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification 2006, including the amendments and rules made thereafter.

9. All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, Forest Conservation Act, 1980 and Wildlife (Protection) Act, 1972 etc. shall be obtained, as applicable by project proponents from the respective competent authorities.

10. The project proponent shall advertise in at least two local Newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded Environmental Clearance and copies of clearance letters are available with the State Pollution Control Board and may also be seen on the website of the Ministry of Environment and Forests at <http://www.envfor.nic.in>. The advertisement should be made within 10 days from the date of receipt of the Clearance letter and a copy of the same should be forwarded to the Regional Office of this Ministry.

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11. Any appeal against this clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.
12. This clearance is subject to final order of the Hon'ble Supreme Court of India in the matter of Goa Foundation Vs. Union of India in Writ Petition (Civil) No.460 of 2004 as may be applicable to this project.
13. Status of compliance to the various stipulated environmental conditions and environmental safeguards will be uploaded by the project proponent in its website.
14. The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.
15. The environmental statement for each financial year ending 31<sup>st</sup> March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.

  
(Lalit Kapur)  
Director (IA-III)

Copy to:

- (i) The Secretary, Department of Environment, Government of Himachal Pradesh
- (ii) The Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar, Delhi - 110 032
- (iii) The Member Secretary, Himachal Pradesh Pollution Control Board, HP SCST &E, 34, SDA Complex, Kusumpati, Shimla -171009.
- (iv) The CCF, Regional Office, Ministry of Environment & Forests(NZ), Bays No.24-25, Sector 31-A, Dakshin Marg, Chandigarh - 160 030.
- (v) IA - Division, Monitoring Cell, MOEF, New Delhi - 110003.
- (vi) Guard file

(Lalit Kapur)  
Director (IA-III)

**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,**

**AT NEW DELHI**

**IN**

**ORIGINAL APPLICATION NO. 48 OF 2024**

**IN THE MATTER OF:**

Ashwini Kumar Saini

**..... APPLICANT**

**VERSUS**

Ministry of Environment, Forest and Climate

Change Through Its Secretary & Ors.

**..... RESPONDENTS**

**ANNEXURE NO. A-5**

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परियोजना निदेशक Project Director  
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
 National Highways Authority of India  
 परियोजना / कार्यालयमय इकाई सण्डी  
 PIU Mandi

No. MO/BLP/Complaint/53/Chumarwin-191/2023/-11  
Office of the Mining Officer,  
District Bilaspur, (H.P.)

ANNEXURE-441

Dated:-

02/04/2024

To

✓ The Regional Officer,  
HPSPCB Bilaspur, Distt. Bilaspur H.P.

**Subject:** Order dated 07.03.2024 passed by the Hon'ble NGT in O.A. 48/2024 titled as Ashwani Kumar Saini V/s State of H.P.

Sir,

Please refer to your office letter No. PCB/RO/BLP/160/OA No. 48/2024/-1854-61 dated 21-03-2024 and letter No. PCB/RO/BLP/OA No. 46/2024-01-09 dated 01-04-2024 on the subject matter cited above.

In this regard, point wise requisite information pertaining to this office is as under:-

**Point No. 1.** The exact data of extraction of material is not available, as the department of Mining was not directly involved in extraction process for the present work of activity i.e. Construction of Kirtpur- Nerchowk- Maanli National Highway. The department has only Granted permission to use serviceable Stone/material generated during the constructional activity in favor of contractors involved in four lane works. As such, as per this office record the contractor companies used 1584297 MT of material generated during the present work and paid Royalty of Rs. 8,60,43,732/- ( Eight Crore sixty lakh, forty three thousand seven hundred thirty two only) to this office which has been deposited in Govt. Exchequer.

**Point No. 2.** As per this office record, the contractor companies have utilized a cumulative total of 15,84,297 MT of material, corresponding to the royalty payment of Rs. 8,60,43,732/- in words- Eight Crore sixty lakh forty three thousand seven hundred thirty-two only received by this office and duly credited to the Government Exchequer.

The Detail quantity, royalty deposited is as below:-

Sr. No.	Qty. Generated used by companies	Royalty Deposited @40/- till 2015 and @60/- till 2022 & @80/- till date	Company Name
1.	8,67,250 MT	3,84,05,000/-	H.&FS

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2.	7,17,047 MT	4,76,38,732/-	Gawar construction Ltd.
<b>Total</b>	<b>15,84,297 MT</b>	<b>Rs. 8,60,43,732/-</b>	

**Point No. 3.** As per this office record as on date no captive stone crusher installed by the fourlane project in the jurisdiction of Bilaspur District.

**Point No. 4.** As reported by concerned Mining Inspector, during the process of construction of four-lane, no major incidence of illegal extraction of mineral within stretch was detected. However, in recent visit conducted on 27.03.2024, two spots near Panoh and Rohin along NH, extraction activity was observed, to whom Show Cause Notice to explain their position with respect to present activity along NH has been given. Apart, as alleged in Petition regarding illegal activity at bloh, no case of extraction has been noticed. (Report of Mining Inspector Enclosed)

Submitted for information and further necessary action please.

Yours Faithfully,

Shalza Choudhary  
(Shalza Choudhary)  
Mining Officer, Bilaspur,  
District Bilaspur, (H.P.)  
Dated:-02.04.2024

Endst. No. As above

Copy to:- The Geologist Zone-III, Himachal Pradesh, for information please.

-sct-  
Shalza Choudhary  
Mining Officer, Bilaspur  
Bilaspur, H.P.

**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,**

**AT NEW DELHI**

**IN**

**ORIGINAL APPLICATION NO. 48 OF 2024**

**IN THE MATTER OF:**

Ashwini Kumar Saini

**..... APPLICANT**

**VERSUS**

Ministry of Environment, Forest and Climate

Change Through Its Secretary & Ors.

**..... RESPONDENTS**

**ANNEXURE NO. A-6**

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Proceeding of Meeting held on 26-04-2024 under the Chairmanship of Shri Abid Hussain Sadiq, IAS, Deputy Commissioner, Bilaspur regarding - CWPIL No.31 of 2023 'Madan Lal -Versus- State of H.P. & Others. (Kiratpur-Nerchowk National Highway)

The following Officers were present in the meeting:-

1. Sh. Vivek Chahal, IPS Superintendent of Police, Bilaspur, Distt. Bilaspur, H.P.
2. Dr. Nidhi Patel, IAS, Addl. Deputy Commissioner, Bilaspur
3. Sh. Varun Chari, Project Director, NHAI, Mandi, H.P.
4. Sh. Rajeev Kumar, Divisional Forest Officer, Distt. Bilaspur, H.P.
5. Sh. Abhishek Kumar Garg, IAS, SDM Sadar, Distt. Bilaspur, H.P.
6. Sh. Gaurav Chodhary, SDM Ghumarwin, Distt. Bilaspur, H.P.
7. Sh. Yog Raj Dhiman, SDM Jhandutta, Distt. Bilaspur, H.P.
8. Sh. Dharampal, SDM, Shri Naina Devi Ji at Swarghat, Distt. Bilaspur, H.P.
9. Sh. Narender Ahluwalia, HAS, AC to DC, Bilaspur
10. Sh. Ashwani Kumar, DFO, (HQ) Bilaspur, Distt. Bilaspur, H.P.
11. Sh. Devi Ram, District Revenue Officer, Bilaspur
12. Smt. Sailza Choudhary, Mining Officer, Distt. Bilaspur, H.P.
13. Miss. Manisha, Assistant Town Planner, Distt. Bilaspur, H.P.
14. Sh. Pawan Sharma, Regional Officer, Pollution Control Board, Distt. Bilaspur, H.P.


At the outset, Shri Devi Ram, District Revenue Officer, Bilaspur welcome all the Officers present in the meeting. The following instructions have been issued to all the Departments by Chairman:-

Sr.No.	Point/Items	Action Taken by
1.	The Chairman has directed all the SDO(Civil) that the ongoing construction activities without proper permission should be immediately stopped on the above mentioned National Highway. In future Revenue Department must do Videography regarding to check any illegal construction activities nearby the above National Highway. The SDMs will be personally held liable for any lapse. At any site along National Highway if any construction activity is found, immediately it must be ascertained whether proper permission has been taken from the appropriate authority. Also, it has to be checked whether the muck-dumping plan has been submitted while seeking the permission and also whether the concerned person is dumping muck as per the approved plan.	All SDMs

2.	The Chairman directed the SDO(Civil) Jhandutta to obtain the report from all concerned departments in reference to his office letter No.9529-35 dated 30-10-2023 and submit the report to the undersigned within two days.	SDM, Jhandutta
3.	The Chairman requested the Superintendent of Police, Bilaspur to check all muck loaded vehicles for necessary permission taken from the authority concerned on the above National Highway from time to time.	S.P. Bilaspur
4.	The Chairman directed the Divisional Forest Officer to check all illegal muck-dumping on forest land. The SDM, Shri Naina Devi Ji at Swarghat has informed in the meeting that some people have encroached upon the forest land on the above National Highway, but Forest Department has not taken any action against the encroacher. The Chairman has directed the DFO to remove them immediately under intimation to the undersigned & also remain vigilant for future cases.	D.F.O. Bilaspur
5.	The Chairman directed the Project Director, NHAI, Mandi to depute SDO level Officer of the NHAI to see illegal construction works, muck-dumping, cutting etc. on the above National Highways under intimation to this office as well as SDMs. NHAI must issue notice to offenders & send copy of notice to concerned SDM's also for necessary action.	P.D. (NHAI) Mandi
6.	The Chairman directed that the Block Dev. Officer concerned must ensure that Gram Panchayat if gives NOC for any activity along above National Highway which is exempted as per Appendix 8 of H.P. Town Country Planning Act, then Gram Panchayat must confirm if construction & dumping site has been pre-identified by the applicant. NOC would be granted to those who have arranged for legal dumping sites.	All BDOs
7.	The Chairman directed the Officers of Pollution Control Board, Town & Country Planning Department and Mining Department to visit the above mentioned sites on National Highway	TCP/ Pollution Control Board/

	alongwith SDMs and submit the joint inspection report to the undersigned within a week. The Chairman has also directed the Officers of the above Departments to check new construction activities, cutting, muck-dumping etc. on the above National Highway from time to time. The Regional Officer, Pollution Control Board must challan any illegal dumping activity and report to SDM's. The Mining Officer will ensure that no minerals or other valuable material is commercialized by civilian.	Mining Department
8.	The District Revenue Officer, Bilaspur was directed to create a WhatsApp group in which all concerned Officers are added regarding illegal construction & muck-dumping related activities may be shared in this group.	DRO

The meeting ended with vote of thanks.


  
Deputy Commissioner,  
Distt. Bilaspur,

Endst. No. 19777-19794 /

Dated 29 April, 2024

A copy is forwarded to all the above concerned Officers for strict compliance and submit report within a week positively.

  
Deputy Commissioner,  
Distt. Bilaspur

  
परियोजना निदेशक Project Director  
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
National Highways Authority of India  
परियोजना / कार्यालयमंडल इकाई मण्डी  
PIU Mandi