



Regional Office
RAJASTHAN STATE POLLUTION CONTROL BOARD
Shiv Singhpura Housing Board Colony, Nawalgarh Road, Sikar-332001
Phone- 01572-248009, Email- rorpcb.sikar@gmail.com

No. RPCB/RO Sikar/ Gen-281/794

Date: 31/07/2024

To,

The Registrar General
National Green Tribunal (Central Zone Bench)
Bhopal

Sub: Joint Committee Report in the matter of
Original Application No. 108/2024 (CZ),
Leela Ram V/s State of Rajasthan & Ors

Ref: Hon'ble NATIONAL GREEN TRIBUNAL CENTRAL ZONE
BENCH, BHOPAL order dated 03/05/2024

Sir,

With reference to above, please find enclosed
herewith report of Joint Committee for kind
consideration.

Enclosed: - As above

Yours Sincerely

(Pradeep Kumar Asnani)
Regional officer

Hon'ble NATIONAL GREEN TRIBUNAL CENTRAL ZONE BENCH, BHOPAL

**Joint Committee Report in the matter of Original Application No. 108/2024 (CZ), Leela Ram
V/s State of Rajasthan & Ors**

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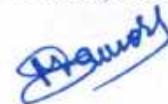
Members of Committee: -

1. Monika Samore , SDM, Udaipurwati, District Neem Ka Thana
2. Pradeep Kumar Asnani, Regional Officer, RSPCB, Sikar

1

Joint Committee Report in the matter of Original Application No. 108/2024 (CZ), Leela Ram V/s State of Rajasthan & Ors order dated 03/05/2024 passed by Hon'ble NATIONAL GREEN TRIBUNAL CENTRAL ZONE BENCH, BHOPAL

1. Hon'ble NATIONAL GREEN TRIBUNAL CENTRAL ZONE BENCH, BHOPAL vide order dated 03/05/2024 has directed inter-alia as follows: -
 1. *The issue raised in this application is illegal mining, blasting and drilling activities in the mine by the project proponent-M/s. Nilkanth Concast Private Limited, Bagoli, Jhunjhunu, Rajasthan who is engaged in iron ore mine and around within the residential area causing dust pollution without any provision and method for sprinkling of water on the road, adversely affecting the health of the local residents.*
 6. *We deem it just and proper to call a report on the matter in issue in present Original Application, from a Joint Committee consisting of:-*
 - i. *One representative from the Collector, Jhunjhunu, Rajasthan*
 - ii. *One representative from the Member Secretary, Rajasthan Pollution Control Board.*
 7. *The Committee is directed to visit the place and submit the factual and action taken report within six weeks. The State PCB will be the nodal agency for coordination and logistic support.*
2. The Bagoli area is now the part of District Neem Ka Thana, thus the District Collector Jhunjhunu has transferred the matter to District Collector Neem Ka Thana on 08/07/2024. In compliance to the order passed by the Hon'ble NGT, the District Collector Neem Ka Thana vide order dated 16/07/2024 has appointed SDM, Neem Ka Thana and State Pollution Control Board vide order dated 03/07/2024 has appointed Regional Officer RSPCB, Sikar. (Copy of orders is enclosed at **Annexure- 1**)
3. This is a "Iron Ore Mine, M.L No 10/98' having mine lease area 4.945 hectare located near village- Bhagoli, Tehsil-Udaipurwati & District Neem Ka Thana(Raj). Initially, Mining lease was sanctioned in Favor of Shri Bajarang Kumar Bansal S/o Shri Mahavir Prasad Agarwal vide order no.P-17(32) Khan/Gr.-1/2002 dated 10/05/2002.. Thereafter this mining lease has been transferred in favour of M/s Nilkanth Concast Pvt. Ltd. Vide order no. P-17(32) Khan/Gr.-2/2000-Part dated 10/10/2013. The transfer agreement was executed on 22.11.2013 and the registration of transfer agreement was executed on 04.12.2013. Now this lease has been again transferred in favour of M/S Mahi Tradelink, Gandhidham Kachchh, Gujarat. The transfer agreement was executed on 30/03/2024. The lease period is extended for 50 years I.e. to 30.10.2052(Enclosed- Copy of lease documents – **Annexure- 2**)
4. State Level Environment Impact Assessment Authority, Rajasthan vide letter dated 23, Sep 2022 has accorded Environment Clearance under EIA Notification -2006 to M/s Nilkanth Concast Pvt. Ltd. Now, the new lessee M/S Mahi Tradelink, Gandhidham Kachchh, Gujarat has applied in SEIAA, Rajasthan for transfer of EC. The Rajasthan State Pollution Control Board vide letter dated 31/10/2022 has accorded Consent to Operate under section 21(4) of Air(Prevention & Control of Pollution) Act, 1981 with the

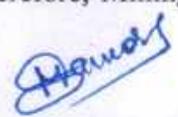


2

validity from 31/10/2022 to 30/09/2027 in favour of M/s Nilkanth Concast Pvt. Ltd(Enclosed Copy of EC, transfer application and CTO- **Annexure 3**)

5. The committee has visited the site on dated 23/07/2024 along with Mining Engineer, Department of Mining & Geology, Jhunjhunu. During visit, mining lease was found non operative. There was a two-mining pit in the mining lease out of which only one mining pit is operative. As reported by the Mining Engineer the mining work is closed from 01/04/2024. Mining was done in a mining pit by open cast method. Demarcation pillar ABCD was available at site. Lessee has provided water sprinkler Systems in the mining area, road. The lessee has provided gravel road for movement of vehicles. Lessee has obtained permission from Director General Mines and Safety (DGMS), Ajmer for short hole blasting. Lessee has carried out plantation in the lease area and nearby own khatedari land. Recently, Lessee has installed 03 Continuous Ambient Air Quality Monitoring Station in the periphery of Mining Lease. Lessee has submitted copy of invoice dated 30/05/2024 of 03 nos CAAQMS. Lessee has construct wire fencing around the mining pit and lease area. The High tension lines are passing through the part of mining lease. During inspection no mining operation was reported below the high-tension line in the mining lease. The complainant was asked to produces details /documents of the patients suffering from Asthma disease , But the complainant has not provided the same.

There are agriculture fields all around the said mining lease. The committee talked to the 05 owners of the houses located closest to the lease. One house owner said that he has constructed the house recently, during the mining operation dust come to the house. Owners of other houses said that there is no problem due to mines. Blasting in mines takes place between 1 to 2 PM in the afternoon. Blasting causes vibrations in the houses. livestock was present in closest field. A small village temple is situated at 30 meter from the east side of AB line of mining lease. (Moka Report with Distance of houses from mining and statements of house owners, Copy of CAAQMS invoice, plantation invoice are attached at **Annexure- 4**)

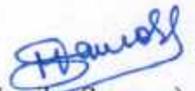
6. The committee has also asked Mining Engineer, Department of Mining & Geology, Jhunjhunu to submit factual report of said mine. The Mining engineer vide email dated 26/07/2024 has forwarded factual report of the mine. ME, Junjhunu has reported that this Iron Ore Mine, M.L No 10/98, mine lease area 4.945 hectare has been transferred in favour of M/S Mahi Tradelink, Gandhidham Kachchh, Gujarat. The transfer agreement was executed on 30/03/2024. The lessee has obtained permission from DGMS, Ajmer vide letter dated 06/01/2023 for heavy earth moving machines without deep hole blasting. The DGMS,. Ajmer vide letter dated 06/03/2024 has also permitted short hole blasting. Indian Bureau of Mines, Government of India, Ajmer vide letter dated 08/07/2022 has approved Mining Plan along with progressive mine closure plan of said mine for financial year 2022-23 to 2026-27. ME has submitted that the production is nil in the mining from 01/04/2024. However, it is also reported that the technical officers of the Mining Department during inspection dated 11/07/2024 have found illegal mining of iron ore @936 MT from outside the sanction lease. Therefore, Mining Department has
- 

issued notice on dated 16/07/2024 to the lessee and asked to submit reply within 60 days, failing which action will be taken by raising demand against the said illegal mining. (Copy of factual report, DGMS,. Ajmer letters, Indian Bureau of Mines, Government of India, Ajmer letter and Notice is Enclosed – **Annexure - 5**)

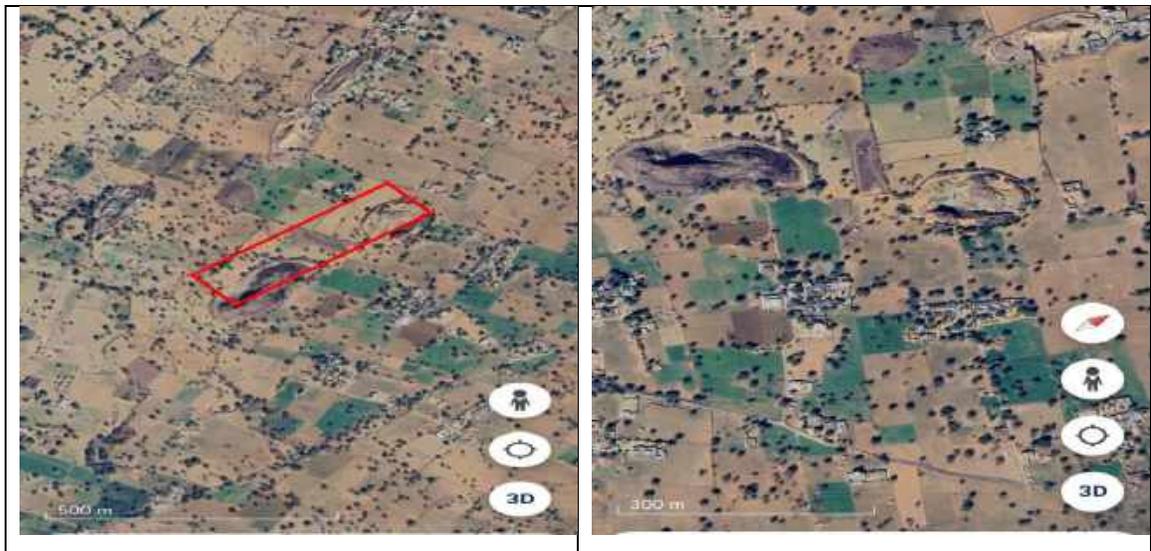
The committee has found that lessee has made efforts to control air pollution near by area however committee is recommending that the Department of Mining & Geology shall take action for imposing penalty/compensation to the lessee for illegal mining if any in accordance with the prevailing rules of Mining Department.

The report is being submitted for kind perusal of Hon'ble National Green Tribunal
Central Zone Bench, BHOPAL


(Pradeep Kumar Asnani)
RO, RSPCB, Sikar


(Monika Samore)
SDM, Udaipurwati, Neem Ka Thana

Photographs of Iron Ore Mine, M.L No 10/98, near village- Bhagoli, Tehsil-Udaipurwati & District Neem Ka Thana(Raj).



Google image of mines M.L No 10/98 and lease area



Pillars Photograph



Mines Photograph



Plantation & Water Sprinkler Systems



CAAQMS Photograph (3 Nos.)



Village Temple located near mines.



राजस्थान सरकार
कार्यालय जिला कलक्टर झुंझुनू

एफ 16 (5) विधि/एनजीटी/वि.वाद/2024/1168

दिनांक 08 जुलाई, 2024

जिला कलक्टर
नीम का थाना।

विषय- माननीय राष्ट्रीय हरित प्राधिकरण सेन्ट्रल जॉन भोपाल में संस्थित Original Application No. 108/2024(CZ) उनवानी लीला राम बनाम राज0 राज्य व अन्य में पारित आदेश दिनांक 03.05.2024 के कम में।

प्रसंग:-रजिस्ट्रार राष्ट्रीय हरित प्राधिकरण सेन्ट्रल जॉन भोपाल का पत्रांक NGT-CZB/2024/198 , Bhopal दिनांक 08.05.2024 व क्षेत्रीय अधिकारी राजस्थान राज्य प्रदूषण नियंत्रण मण्डल झुंझुनू का पत्रांक RPCB/RO-Jhunjhunu/Gen-14-/1420 दिनांक 02.07.2024।

उपर्युक्त विषयान्तर्गत प्रासंगिक पत्र/नोटिस के कम में लेख है कि प्रश्नगत प्रकरण ग्राम बागौली तहसील उदयपुरवाटी जिला नीम का थाना में अवस्थित Nilkanth Concast Private Limited से संबंधित होने के कारण मूल ही प्रेषित कर अनुरोध है कि प्रकरण में न्यायालय के आदेश दिनांक 03.05.2024 के अनुक्रम में राजस्थान राज्य प्रदूषण नियंत्रण मण्डल से समन्वय स्थापित कर अग्रिम आवश्यक कार्यवाही करने का श्रम करें तथा की गई कार्यवाही की प्रगति रिपोर्ट से इस कार्यालय को भी अवगत कराने का श्रम करें।

संलग्न: उपरोक्तानुसार।

(चिन्मयी गोपाल)

जिला कलक्टर झुंझुनू

दिनांक 08 जुलाई, 2024

क्रमांक: सम/1169-1170

प्रतिलिपि: 1. रजिस्ट्रार माननीय राष्ट्रीय हरित प्राधिकरण बेंच भोपाल को प्रासंगिक नोटिस के कम में प्रेषित कर निवेदन है कि उक्त विषयक प्रकरण ग्राम बागौली तहसील उदयपुरवाटी जिला नीम का थाना से संबंधित होने के कारण जिला कलक्टर नीम का थाना के क्षेत्राधिकार में है। अतः प्रकरण में जिला कलक्टर नीम का थाना को आवश्यक निर्देश प्रदान करने का श्रम करावें।

2. क्षेत्रीय अधिकारी राजस्थान राज्य प्रदूषण नियंत्रण मण्डल झुंझुनू को प्रासंगिक पत्र के कम में प्रेषित कर लेख है कि प्रकरण जिला कलक्टर नीम का थाना के क्षेत्राधिकार में होने के कारण उक्त प्रकरण में जिला कलक्टर नीम का थाना से समन्वय स्थापित करे माननीय न्यायालय को आदेश दिनांक 03.05.2024 के अनुक्रम में अग्रिम आवश्यक कार्यवाही किया जाना सुनिश्चित करें।

Document created by CHINTAYEE GOPAL
OFFICE GREENTAX@GMAIL.COM
को आदेश दिनांक 03.05.2024 के
Digitally Signed by Chintayee
Gopal
Designation: Collector & District
Magistrate
जिला कलक्टर झुंझुनू
Date: 08-07-2024 05:07:56

राजस्थान- सरकार

कार्यालय जिला कलक्टर, नीमकाथाना (राज0)

कर्मांक:-राजस्व/2024/ 1066

दिनांक:- 16/07/2024

आदेश

जिला कलक्टर झुंझुनु से प्राप्त पत्र दिनांकित 08.07.2024 जो माननीय न्यायालय राष्ट्रीय हरित प्राधिकरण सेंट्रल जोन भोपाल के मूल प्रार्थना पत्र नम्बर 108/2024(सीजेड) लीलाराम बनाम राजस्थान राज्य व अन्य में दिनांक 03.05.2024 को पारित आदेश के क्रम में प्रकरण राजस्व ग्राम बागोली में अवस्थित Nilkanth Concast Private Limited से सम्बन्धित है जो तहसील उदयपुरवाटी में स्थित है। माननीय न्यायालय के आदेशानुसार प्रकरण में एक संयुक्त कमेटी का गठन किया जाना है जिसमें एक प्रतिनिधि जिला कलक्टर नीमकाथाना की तरफ से उपखण्ड अधिकारी उदयपुरवाटी को नियुक्त किया जाता है तथा एक सदस्य राज्य प्रदूषण नियंत्रण मण्डल राजस्थान की ओर से क्षेत्रीय अधिकारी राजस्थान राज्य प्रदूषण नियंत्रण मण्डल सीकर को नियुक्त किया गया है। नियुक्त समिति स्थान का भ्रमण करेगी एवं तथ्यात्मक रिपोर्ट प्रस्तुत करेगी, साथ ही की जाने वाली कार्यवाही की तथ्यात्मक रिपोर्ट 06 सप्ताह के अन्दर एनजीटी भोपाल को ईमेल आईडी ngtczbbho-mp@gov.in पर "Form of Searchable PDF/OCR Support PDF" में भिजवाया जाना सुनिश्चित करेगी। राज्य प्रदूषण नियंत्रण मण्डल राजस्थान नोडल एजेंसी होगा तथा सहयोग एवं Logistic Support समिति को उपलब्ध करवायेगा। समिति रिपोर्ट की एक प्रति इस कार्यालय को भी प्रेषित करेगी। इस प्रकरण में आगामी सुनवाई दिनांक 06.08.2024 नियत है। इसलिए समय का विशेष ध्यान रखते हुए रिपोर्ट प्रेषित करवाना सुनिश्चित करेंगे।

(शरद मेहरा)

जिला कलक्टर, नीमकाथाना

कर्मांक:-राजस्व/2024/ 1066-70

दिनांक:- 16/07/2024

प्रतिलिपि:- सूचनार्थ एवं पालनार्थ-

1. माननीय रजिस्ट्रार महोदय, राष्ट्रीय हरित प्राधिकरण सेंट्रल जोन भोपाल।
2. जिला कलक्टर झुंझुनु।
3. उपखण्ड अधिकारी उदयपुरवाटी को कमेटी का सदस्य नियुक्त कर आदेशित किया जाता है कि एनजीटी भोपाल के आदेशानुसार क्षेत्रीय अधिकारी राजस्थान राज्य प्रदूषण नियंत्रण मण्डल झुंझुनु से समन्वय स्थापित कर रिपोर्ट भिजवाया जाना सुनिश्चित करावें।
4. राज्य प्रदूषण नियंत्रण मण्डल राजस्थान जयपुर को प्रेषित कर लेख है कि एनजीटी भोपाल के आदेशानुसार कार्यवाही किया जाना सुनिश्चित करावें।
5. क्षेत्रीय अधिकारी राजस्थान राज्य प्रदूषण नियंत्रण मण्डल सीकर को आपके पत्र कर्मांक 687 दिनांक 10.7.2024 के सन्दर्भ में प्रेषित कर लेख है कि प्रकरण में राज्य प्रदूषण नियंत्रण मण्डल को नोडल एजेंसी माननीय न्यायालय द्वारा बनाया गया है। अतः उपखण्ड अधिकारी उदयपुरवाटी से सम्पर्क कर रिपोर्ट तैयार करवाया जाना सुनिश्चित करें। साथ ही जिला कलक्टर एवं जिला मजिस्ट्रेट नीमकाथाना की तरफ से उक्त प्रकरण में पैरवी करवाया जाना भी सुनिश्चित करें।

जिला कलक्टर, नीमकाथाना

RajKaj Ref
8786468**Signature valid**Digitally signed by Sharad Mehra
Designation: Collector & District
Magistrate
Date: 2024.07.16 18:07:52 IST
Reason: Approved



Rajasthan State Pollution Control Board

Headquarter, 4, Institutional Area, Jhalana Doongri, Jaipur-302004

Phone : 0141- 2716804, 2716800 e-mail : member-secretary@rpcb.nic.in

Helpline No. : 0141-2716877

No. F.10 (598) RPCB/Legal/NGT/2024/ 741-43 Date: 03/07/24

Regional Officer,
Rajasthan State Pollution Control Board,
Sikar
Email: - rorpcb.sikar@gmail.com

Subject - Hon'ble National Green Tribunal, Bhopal order dated 03.05.2024 in Original Application No. 108/2024 (CZ), Leela Ram V/s State of Rajasthan & Ors

Sir,

With reference to above subject matter, it is to inform that the Hon'ble NGT has passed an order dated 03.05.2024 and directed inter-alia as follow:-

6. We deem it just and proper to call a report on the matter in issue, in present application, from a Joint Committee consisting of:-
 - (i) One Representative from the Collector, District Jhunjhunu (Rajasthan)
 - (ii) One Representative from the Member Secretary, Rajasthan State Pollution Control Board, Jaipur (Rajasthan)
7. The Committee is directed to visit the place and submit the factual and action taken report within six weeks. The State PCB will be the nodal agency for coordination and logistic support.

You are hereby nominated as member of the committee as well as Nodal officer on behalf of RSPCB with the direction to ensure compliance of Hon'ble NGT dated 03.05.2024. Copy of Hon'ble NGT order dated 03.05.2024 is being enclosed for ready reference.

Enclosed-As above

(Vijai N.)
Member Secretary

Copy to following for Information and for further necessary action -

1. District Collector, Jhunjhunu, Rajasthan
2. Regional Officer, Jhunjhunu for information and coordinate with District Collector, Jhunjhunu in the matter.

Member Secretary

RajKaj Ref
8536947



Signature valid

Digitally signed by N. Vijai
Designation: Member Secretary
Date: 2024.07.02 17:23:55 IST
Reason: Approved

M.L. 10/98

17

FORM K
HODDLE FORM OF LEASING & LISE
(See Rule 31)



अनुमोदित
APPROVED

THIS INDENTURE made this _____ day of _____
Years _____ between the Governor of RAJASTHAN/the
President of India (hereinafter referred to as the "State
Government" which expression shall where the context so
admits be deemed to include the successors and assigns)
of the one part and:-

(When the lessee is an individual)

Mr. श्री राजेश कुमार खसला (पुत्री गणेशी प्रसाद अग्रवाल र/० भावडा (R.S.)
150 मीठकपारा गिरा सीकर

(Name of person with address & occupation) (Hereinafter
referred to as "the lessee" which expression shall where
the context so admits be deemed to include his heirs,
executors, administrators, representatives and premitted
assigns).

(When the Lessees are more than one individual)

Mr. _____

Mr. _____

(Name of person with address and occupation) (hereinafter
referred to as "the lessee" which expression shall where
the context so admits be deemed to include their respective
heirs, executors, administrators, representatives and
their permitted assigns).

(When the Lessee is a registered firm)

Mr. _____

Mr. _____

Mr. _____

[Handwritten signature]

[Handwritten signature]
खनि अभियन्ता
सीकर

Contd....2

...4...

On the North by
 On the South by
 On the East by
 and
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 herein after referred to as "the said lands".

As per plan and description
 Report Attached herewith



PART II

Liberties, powers and privileges to be exercised and enjoyed by the lessee/lessees subject to the restrictions and conditions in Part III.

To enter upon land and search for, win, work etc.

1. Liberty and power at all times during the term hereby demised to enter upon the said lands and to search for mine, bore, dig, drill for, win, work, dress, process, convert, carry away and dispose of the said mineral/minerals.

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To sink, drive and make pits, shafts and inclines etc.

2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink drive make maintain and use in the said lands and pits shafts, inclines, drifts levels waterways airways and other works (and to use maintain deepen or extent any existing works of the like nature in the said lands).

To bring and use machinery equipment etc.:-

1. Liberty and power for or in connection with any of the purposes mentioned in this part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, furnaces, coke ovens, brick-kilns, workshops, store-houses, bungalows, godowns, sheds and other buildings and other works and conveniences of the like nature on or under the said lands.

To make roads and ways:- and use existing roads and ways:-

4. Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads, aircraft landing grounds and other ways in or over the said lands and to use maintain and go and repass with or without horses, cattle, wagons, aircrafts, locomotives or other vehicles over the same (or any existing tramways, roads and other ways in or over the said lands) on such conditions as may be agreed to.

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To get building and road materials etc.:-

5. Liberty and power for or in connection with any of the purposes mentioned in this part to quarry and get stone gravel and other buildings and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such material bricks or tiles.



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To use water from streams etc.:-

6. Liberty and power for or in connection with any of the purposes mentioned in this part but subject to the right of any existing or future lessees and with the written permission of Deputy Commissioner/Collector to appropriate and use water from any streams water-courses, springs or other sources in or upon the said lands and to divert step up or dam any such stream or water-course and collect or impound any such water and to make construct and maintain any water-course culverts, drains or reservoirs but not as so to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or springs, Provided that the lessee/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.

To use land for stacking, heaping, depositing purposes:-

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

Beneficiation and conveying away of production :-

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

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

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

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

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



PART III

Restrictions and Conditions as to the Liberties, Powers and Privileges in Part - II.

No building etc. upon certain places :-

- 1. No building or thing shall be erected, set up or placed and no surface operations shall be carried on in or upon any public pleasure ground, burning or burial ground or place held sacred by any class of persons or any house or village site, public road or other place which the State Government may determine as public ground nor in such a manner as to injure or prejudicially affect any buildings works property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the State Government for works or purposes not included in this lease. The lessee/lessees shall not also interfere with any right of way, well or tank.

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

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

To cut trees in unreserved lands :-

- 3. The lessee/lessees shall not without the express sanction of the Deputy Commissioner/Collector cut down or injure any timber or trees on the said lands but may without such sanction

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clear away any brushwood or undergrowth which interfered with any operations authorised by these presents. The Deputy Commissioner/Collector or the State Government may require the lessee/lessees to pay for any trees of timber felled and utilised by him/them at the rates specified by the Deputy Commissioner/Collector of the District.



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To enter upon reserved forests:-

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

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

- 5. The lessee/lessees shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 50 metres from any railway line except with the previous written permission of the Railway Administration concerned (or under or beneath any ropeway or any ropeway) in accordance with the written permission of the authority owning the ropeway) or from any reservoir, canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Deputy Commissioner/Collector or any other officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions wither general or special which may be attached to such permission. The said distance of 50 metres shall be measured in the case of railway, reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting as the case may be and in case of a building horizontally from the plinth thereof. In the case of village roads no working shall be carried on within a distance of 10 meters of the outer edge of the cutting except with the previous permission of the Deputy Commissioner/Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions restrictions and additions, either general or special, which may be attached to such permission.

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

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Facilities for adjoining Government licences and leases :-

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

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



PART IV

LIBERTIES, POWERS AND PRIVILEGES RESERVED TO THE STATE GOVERNMENT

To work other minerals :-

- 1. Liberty and power for the State Government, or to any lessee or persons authorised by it in that behalf to enter into and upon the said lands and to search for, win, work, dig, get, raise, dress, process, convert and carry away minerals other than the said minerals and any other substances and for those purposes to sink, drive, make erect, construct maintain and use such pits, shafts, inclines, drifts, levels and other lines, waterways, water courses, drains, reservoirs, engines, machinery, plant, building, canals, tramways, railways, roadways and other works and conveniences as may be deemed necessary or convenient.

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

To make railways and roads :-

- 2. Liberty and power for the State Government, or any lessee or person authorised by it in that behalf to enter into and upon the said lands and to make upon over or through the same any railways, roadways or inclines for any purpose other than those mentioned in Part II of these presents and to get from the said lands stones, gravel, earth and other materials for making

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maintaining and repairing such railways, tramways, and roads or any existing railways and roads and to and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, locomotives or other vehicles over or along any such railways, roadlines and other ways for all purposes and as occasion may require, provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee/lessees under these presents and that fair compensation, as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government shall be made to the lessee/lessees for all loss or damage substantial hindrance or interference shall be caused to or with the exercise by such lessee or person of such liberty and power



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PART V

RENTS AND ROYALTIES RESERVES BY THIS LEASE

To pay dead rent or royalty whichever is higher

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

Provided that, where the holder of such mining lease becomes liable under section 9 of the Act, to pay royalty for any mineral removed or consumed by him or by his agent, manager, employee, contractor or sub-lessee from the leased area, he shall be liable to pay either such royalty or the dead rent in respect of that area, whichever is higher.

Rate and mode of payment of dead rent :-

2. Subject to the provisions of clause 1 of this part, during the subsistence of the lease, the lessee/lessees shall pay to the State Government annual dead rent for the lands demised and described in Part I of this schedule at the rate of the time being specified in the Third Schedule to the Act, in such manner as may be specified in this behalf by the State Government.

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Rate and mode of the payment of royalty :-

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



Payment of surface rent, and water rate :-

4. The lessee/lessees shall pay rent and water rate to the State Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents at the rate of Rs. 700/- per hectare @ 70/1000 and Rs. 1976/3 @ 1/10/1000 respectively per annum per hectare of the area so occupied or used and so in proportion for an area less than a hectare during the period from the commencement of such occupations, or used until the area shall cease to be so occupied or used and shall as far as possible restore the surface land so used to its original conditions. Surface rent and water rate shall be paid as here in before detailed in clause 2; PROVIDED THAT no such rent/water rate shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right of access.

PART VI

PROVISIONS RELATING TO THE RENTS AND ROYALTIES

Rent and royalties to be free from deduction etc. :-

1. The rent, water rate and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the State Government at ~~the rate~~ and such manner as the State Government may prescribe PROVIDED Always and it is hereby agree that Rs. ~~10000/-~~ the balance standing to the credit of the lessee/lessees on account of the deposit made by him/them as licensee/lessees over an area which is included the said lands shall be retained and accepted by the State Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

Mode of Computation of Royalty :-

2. For the purposes of computing the said royalty the lessee/lessees shall keep a correct account of the mineral/minerals produced and despatched. The accounts as

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

Here specify the mode of arriving at the sale price/prices at pits mouths of mineral/minerals.

Course of action if rents and royalties are not paid in time.

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



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PART VII

THE CONVENANTS OF THE LESSEE/LESSEES

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

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

To maintain and keep boundary marks in good order:-

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

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

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

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

To indemnify Government against all claims :-

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

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

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

To strengthen and support the mine to necessary extent :-

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

To allow inspections of workings :-

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

To report accident :-

8. The lessee/lessees shall without delay send to the

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Deputy Commissioner/Collector a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease.

To report discovery of other minerals :-

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

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

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

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



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To maintain, plans, etc.:-

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



- (a) The subsoil and straight through which they pass.
- (b) Any mineral encountered.

Any other matter of interest and all data required by the Central and State Government, from time to time.

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

- 11 A. The lessee shall pay a wage not less than the minimum wage prescribed by the Central or State Government from time to time.
- 11 B. The lessee shall comply with provisions of the (Mines Act 1952 and the rules made there under)
- 11 C. The lessee shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollutions control devices and such other measures as may be prescribed by the Central or State Government, from time to time, at his own expense.
- 11 D. The lessee shall pay compensation to the occupier of the land on the date and in the manner laid down in these rules.
- 11 E. The lessee shall, in the matter of employment, give preference to the tribals and to the persons who become displaced because of the taking up of mining operations.

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Act 67 of 1957 :-

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

To providing weighing machine :-

13. Unless specifically exempted by the State Government the lessee/lessees shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals, from time to time brought to bank sold, exported and converted and also the converted products and shall at the close of each day cause the total weights, ascertained by such means of the said minerals, ores products raised, sold, exported and converted during the previous twenty four hours to be entered in the aforesaid books of accounts. The lessee/lessees shall permit the State Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by lessee/lessees. The lessee/lessees shall give 15 days previous notice in writing to the Deputy Commissioner/Collector of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

To allow test of weighing machine :-

14. The lessee/lessees shall allow any person or persons appointed in that behalf by the State Government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used there with in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the State Govt. may require that the same is adjusted, repaired and put in order by and at the expenses of the lessee/lessees and if such requisition be not complied with within fourteen days after the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted, repaired, and put in order and the expenses of so doing shall be paid by the lessee/lessees to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be regarded as having existed for three calendar months previous to the discovery thereof from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.



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To pay compensation for injury of third parties:-

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

Not to obstruct working of other minerals :-

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

Transfer of lease :-

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

- (a) assign, sublet, mortgage or in any other manner, transfer the mining lease, or any right, title or interest therein, or
- (b) enter into, or make any arrangement contract or understanding whereby the lessee/lessees will or may be directly or indirectly financed to a substantial extent by, or under which the lessees operations or undertakings will or may be substantially controlled by any person or body of persons other than the "lessee/lessees".

Provided that the State Government shall not give its written consent unless :-

- (a) the lessee has furnished an affidavit alongwith his application for transfer of the mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee;
- (b) the transfer of the mining lease is to be made to a person or body directly undertaking mining operations.

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2. Without prejudice to the above provisions, the lessee/lessees may, subject to the conditions specified in the proviso to Rule 35 of said Rules, transfer this lease or any right, title or interest therein, to a person, (who has filed an affidavit stating that he has filed up-to-date income tax returns, paid income tax assessed on him and paid the income tax on the basis of self assessment as provided in the income tax Act, 1961 (43 of 1961), an payment of five hundred rupees) to the State Government;

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

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

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

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

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

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



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Lessee shall deposit any additional amount necessary:

19. Whenever the security deposit of Rs. ^{10,000/-}~~20,000/-~~ or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Central or State Government pursuant to the power in hereinafter declared in that behalf the lessee/lessees shall deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government up to sum of Rs. 10,000/500.



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

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

Right of pre-emption :-

21. (a) The State Government shall from time to time and all times during the said term have the right (to be exercised by notice in writing to the lessee/lessees) of pre-emption of the said minerals (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the lessee/lessees and the lessee/lessees shall with all possible expedition deliver all minerals or products or minerals purchased by the State Government under the power conferred by this provision in the quantities at the times in manner and at the place specified in the notice exercising the said right.

(b) Should be the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained or demurrage at the port of loading the lessee/lessees shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the State Government shall be satisfied that the delay is due to causes beyond the control of the lessee/lessees.

(c) The price to be paid for all minerals or products or minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption PROVIDED

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THAT in order to assist in arriving at the said fair market price the lessee/lessees shall if so required, furnish to the State Government for the confidential information of the Government, particulars of the quantities, descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight, for carriage of the same and shall produce to such officer or officers as may be directed by the State Government original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals, or products.

(d) In the event of the existence of a state of war or emergency (of which existence and President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof.), the State Government with the consent of the Central Government shall from time to time and all times during the said term have the right (to be exercised by a notice in writing to the lessee/lessees forthwith take possession and control of the works, plant/machinery and premises of the lessee/lessees on or in connection with the said lands or operations under this lease and during such possession or control the lessee/lessees shall conform to the obey all directions given by or on behalf of the Central Government or State Government regarding the use of employment of such works, plants, premises and minerals; PROVIDED THAT fair compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee/lessees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provision of these presents further than may be necessary to give effect to the provisions of this clause.

Employment of foreign national:-

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

Recovery of expenses incurred by the State Government:-

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

Furnishing of geophysical data:-

24. The lessee/lessees shall furnish:
(a) all geophysical data relating to mining fields, or engineering and ground water surveys, such as anomaly maps, sections, plans, structures, contour maps, logging, collected by him/them during the course of mining operations to the 1(Director-General, Geological Survey of India, Calcutta)

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1. Substituted by G.S.R. 555 dated 4.3.1967



(b) all informations pertaining to investigations of radioactive minerals collected by him/them during course of mining operations to the Secretary department of Atomic Energy, New Delhi.

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

PART VIII

THE COVENANTS OF THE STATE GOVERNMENT

Lessee/Lessees may hold and enjoy rights quietly :-

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

Acquisition of land of third parties and compensation thereof :-

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

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

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Provided that the State Government may for reasons to be recorded in writing reduce the area applied for.

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



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If the lessee/lessees be desirous of taking a renewed lease of the premises hereby demised or of any parts of them for a further term from the expiration of the term hereby granted and is other wise eligible, he/they shall prior to expiration of the last mentioned term give to the State Government (Twelve calendar months) previous notice in writing and shall pay the rent, rates and royalties hereby reserved and shall observed and perform the several covenants and agreements herein contained and on the part of the lessee/lessees to be observed and performed up to the expiration of the term hereby granted. The State Government on receipt of application for renewal, shall consider it (in accordance with the provisions of the Act and the rules made thereunder) and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessee/lessees and upon his executing and delivering to the State Government if required a counterpart thereof execute and deliver to the lessee/lessees a renewed lease of the said premises or part thereof for the further term of 3 years at such rents, rates and royalties and on such terms and subject to such covenants and agreements, including this present covenant to renew as shall be in accordance with the Mineral Concession Rules, 1960, applicable to अमृतसर

(Name of minerals) on

the day next following the expiration of the terms hereby granted.

Liberty to determine the lease :-

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

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

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

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

Refund of security deposits :-

5. On such date as the State Government may elect within 12 calendar months after the determination of this lease of any renewal thereof, the amount of the security deposit paid in respect of this lease and then remaining in deposit with the State Government and not required to be applied to any of the purposes mentioned in this lease shall be refunded to the lessee/lessees. No interest shall run on the security deposit.

PART IX

GENERAL PROVISIONS

Obstructions to inspection :-

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

PENALTY IN CASE of default in payment of royalty, and breach of covenants :-

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

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Penalty for repeated breaches of covenants :-

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

Failure to fulfil the terms of leases due to "Force Majeure" :-

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

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

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

Forfeiture of property left more than six months after determination of lease :-

6. If at the end of the six calendar months after the expiration or sooner determination of the said term under the provision contained in clause in Part VIII of this schedule become effective there shall remain in or upon the said land any engines, machinery, plant, buildings structure, tramways, railways and other work, erections and conveniences or other property which are not required by the lessee/lessees in connection with operations in any other lands held by him/them under prospecting licence or mining lease the same shall if not be removed by the lessee/lessees within one calendar month after notice in writing requiring their removal has given to lessee/lessees by the State Government be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay any



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compensation or to account to the lessee/lessees in respect thereof.

Notices :-

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

Immunity of State Government from liability to pay Compensation :-

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

8-A. The lease is executed at Jaipur District Jaipur of Rajasthan State and subject to

the provision of Article 226 of the constitution of India, it is hereby agreed upon by the lessee and the lessor that in the event of any dispute in relation to the area under lease, condition of lease, the dues realisable under the lease and in respect of all matters touching the relationship of the lessee and the lessor, the suits (or appeals) shall be filed in the civil courts at Jaipur (name of the city and it is hereby expressly agreed that neither party shall be competent to file a suit or bring any action or file any petition at any place other than the courts named above.

9. For the purpose of stamp duty the anticipated royalty from the demised land is Rs. 100000 Per year.

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

Signed by

Signature attested

(for and on behalf of the
Governor/President of India)

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Signed by *[Handwritten Signature]*
(for and on behalf of lessee/licensee)

(In the presence of witness)

1. Witness by *[Handwritten Signature]*
Address B.S. Poojari S/O. N.R. Poojari
W/2 Keshavnagar

2. Witness by *[Handwritten Signature]*
Address Asaram Das S/O. Shrinivas Chavan
(Keshavnagar)

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यह नॉनज्युडिशियल स्टाम्प पेपर रुपये 100/- का श्री बजरंग कुमार बंसल
श्री महावीर प्रसार अग्रवाल निवासी 'मावण्डा आर.एस. तहसील नीमकाथाना जिला
सीकर के पक्ष में खनन पट्टा वास्ते खनिज आयरनओर निकट ग्राम बागोली तहसील
सदरपुरवाटी जिला झुन्डुनू में क्षेत्र 4.945 (5.00 हैक्टर) का शासन के आदेश क्रमांक
प-17(32)खान/गुप-1/2002 दिनांक 10.05.02 एवं सम संख्या आदेश दिनांक
28.10.02 से अवधि संविदा पंजियन तिथि से 30 वर्ष हेतु स्वीकृत हुआ। जिसका
संविदा निष्पादन दिनांक 19.10.02 को होकर पंजीयन दिनांक 01.11.02 को होकर
खनन पट्टा 30 वर्ष हेतु प्रभाव में आया।



पट्टाधारी श्री बजरंग कुमार बंसल के पक्ष में संविदा निष्पादित क्षेत्र एवं
आयोजित/स्वीकृत क्षेत्र के मूल सीमांकन दिनांक 01.08.2002 में भिन्नता पायी गई,
किन्तु स्थाई बिन्दु बालाजी की छतरी एवं इन्टर मिडियेट पॉइंट मदन सिंह के कुरे का
सही कनेक्शन नहीं होना पाया गया तथा श्री बजरंग कुमार बंसल का सीमांकन फस्टे
बक्त बालाजी की छतरी से श्री मदन सिंह के कुरे तक का सीमांकन सही नहीं होना
पाया गया। जिसकी मौके पर पुनः सीमांकन कर बालाजी की छतरी से कुरे की
दियरिंग 234' दूरी 341 मीटर के अनुसार किया जाने पर शासन के पत्र क्रमांक
प. 17(32)खान/गुप-2/2000 दिनांक 30.11.2012 द्वारा मूल सीमांकन में एक आर
पी. से लीज पिलर की विवरण सूची में इन्टरमिडियेट स्टेशन स्थाई व निर्विवादित
प्रकृति का होने पर एक आर.पी. से ऐसे स्थाई व निर्विवादित इन्टरमिडियेट स्टेशन को
सीधा जी.पी.एस. से जोड़ने की अनुमती इस शर्त पर दी गई है कि क्षेत्र किन्ही अन्य

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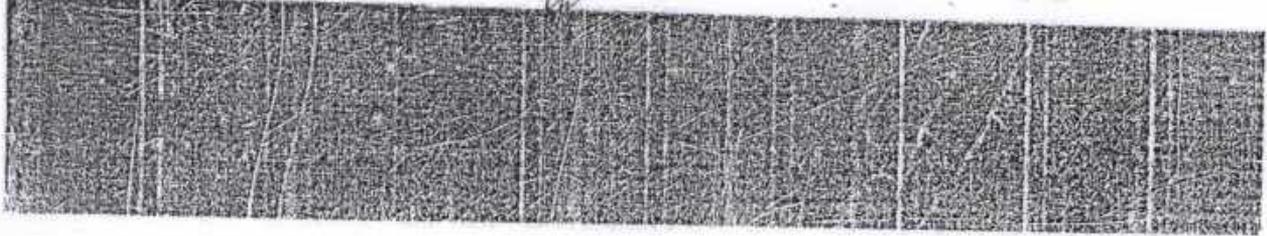
11 JAN 2013

Notary Public, Other (Taj.)

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अधीनस्थ वकील/अधीनस्थ
जयपुर वृत्त, जयपुर

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अधीनस्थ वकील/अधीनस्थ
जयपुर वृत्त, जयपुर



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श्रीजयदेव कुमार, साबुल स्टो. मधुवी
पुष्पादि कसल नि-माकण्डा

(M)

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क्षेत्रों से विरोधित, होना नहीं पाया जाने पर बालाजी की छतरी से श्री मदन सिंह के कुरे की बियरिंग 234 व दूरी 341 मीटर लेकर क्षेत्र का पुनः सीमांकन हेतु निदेशालय के पत्रांक निखामू/सीकर/सी.सी. 11/एम.एल. 10/98/1193 दिनांक 05.12.2012 से पुनः सीमांकन के आदेश दिये जाने पर क्षेत्र का पुनः सीमांकन दिनांक 19.12.2012 को बालाजी की छतरी से श्री मदन सिंह के कुरे की बियरिंग छतरी से एक्ट 280°-85', एक्स से वाई 195°-55', वाई से वैल 233°-225 मीटर के स्थान पर सीधे इन्टरमिडियेट कनेक्शन 234° व दूरी 341 मीटर से सही किया गया है।

अन्य शर्तें मूल सविद व प्रधान खनिज रियायत नियमावली 1930 व एम.एग. आर.डी. एक्ट 1957 व उनमें समय-समय पर होने वाले संशोधनानुसार मान्य होगी, तथा पट्टाधारी राज्य सरकार / भारत सरकार को देय होने वाले सनस्त करों का एवं अधिक रॉयल्टी का नियमानुसार भुगतान करेगा।

आज दिनांक 10-1-2013 को मेरे द्वारा नीचे अंकित गवाहान के समक्ष पूरक सविदा का निष्पादन किया गया।



अनुमोदित
10-1-2013

प्रमाणित
हस्ताक्षर पट्टाधारी खनि अभियन्ता, सीकर राजस्थान जयपुर वृत्त जयपुर की ओर से
अधीक्षण खनि अभियन्ता,
जयपुर वृत्त जयपुर

गवाहान-

1. SANDIP GUPTA & / o Shri Mahendra Gupta
Buxar, Muzaffargarh Bihar

2. GATRAJ SINGH S/o SH. TARA SINGH

A-24, JAGRAM BA COLONY
AMBABARI JAIPUR



ATTESTED

11 JAN 2013

Notary (Raj.)

आमंत्रण क्र. १-२४ (संशुद्ध संस्करण १९९३)
 जिला शिक्षा अधिकारी, तहसील इलाहाबाद, (राज.)
 दिनांक २०/१२/१९

क्र.सं.	वर्ग	वर्ग का नाम	वर्ग का नाम (English)	वर्ग का नाम (Hindi)	वर्ग का नाम (Urdu)	वर्ग का नाम (Arabic)	वर्ग का नाम (Sanskrit)	वर्ग का नाम (Persian)	वर्ग का नाम (Other)	वर्ग का नाम (Miscellaneous)	वर्ग का नाम (Special)	वर्ग का नाम (Remarks)
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जिला शिक्षा अधिकारी, जिला शिक्षा कार्यालय, जयपुर
 दिनांक 30/05/2023

क्र.सं.	नाम	पता	वर्ग	अनुमोदित		अनुमोदित		अनुमोदित		संख्या	दिनांक	दिनांक	दिनांक	दिनांक	दिनांक
				11	12	13	14	15	16						
1	श्री. राजेश कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
2	श्री. विजय कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
3	श्री. अमित कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
4	श्री. सुनील कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
5	श्री. विवेक कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
6	श्री. अशोक कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
7	श्री. प्रदीप कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
8	श्री. नमन कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
9	श्री. आर्य कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
10	श्री. अक्षय कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
11	श्री. विवेक कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
12	श्री. अमित कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
13	श्री. सुनील कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
14	श्री. विवेक कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
15	श्री. अशोक कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
16	श्री. प्रदीप कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...
17	श्री. नमन कुमार	...	...	...	...	...	...	...	...	...	...	...	...	...	...



Handwritten signature and date: 30/05/2023

Form No. 1-29 (Rev. 1953)

जिला (राज.)
 जिला प्रशासन (राज.)
 जिला प्रशासन (राज.)
 जिला प्रशासन (राज.)

क्र.सं.	व्यक्ति का नाम (Full Name)	पद (Post)	वर्ग (Grade)	आवृत्ति (Frequency)	दिनांक (Date)	व्यक्ति का नाम (Full Name)	पद (Post)	वर्ग (Grade)	आवृत्ति (Frequency)	दिनांक (Date)	व्यक्ति का नाम (Full Name)	पद (Post)	वर्ग (Grade)	आवृत्ति (Frequency)	दिनांक (Date)	व्यक्ति का नाम (Full Name)	पद (Post)	वर्ग (Grade)	आवृत्ति (Frequency)	दिनांक (Date)	
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APPROVED

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फॉर्म नम्बर R-29 (द्वितीय विवरण 1953)

आयुक्त, राजस्थान (राज.)
 जिला शिक्षा अधिकारी, जयपुर
 भारत 302005

वर्ग	वर्ग का नाम	वर्ग का नाम (Class/Grade)	वर्ग का नाम (Name of the Class/Grade)		वर्ग का नाम (Name of the Class/Grade)		वर्ग का नाम (Name of the Class/Grade)		वर्ग का नाम (Name of the Class/Grade)				
							वर्ग का नाम (Name of the Class/Grade)						
1	1-2	1-2	1-2	1-2	1-2	1-2	1-2	1-2	1-2	1-2	1-2	1-2	1-2
2	3-4	3-4	3-4	3-4	3-4	3-4	3-4	3-4	3-4	3-4	3-4	3-4	3-4
3	5-6	5-6	5-6	5-6	5-6	5-6	5-6	5-6	5-6	5-6	5-6	5-6	5-6
4	7-8	7-8	7-8	7-8	7-8	7-8	7-8	7-8	7-8	7-8	7-8	7-8	7-8
5	9-10	9-10	9-10	9-10	9-10	9-10	9-10	9-10	9-10	9-10	9-10	9-10	9-10
6	11-12	11-12	11-12	11-12	11-12	11-12	11-12	11-12	11-12	11-12	11-12	11-12	11-12
7	13-14	13-14	13-14	13-14	13-14	13-14	13-14	13-14	13-14	13-14	13-14	13-14	13-14
8	15-16	15-16	15-16	15-16	15-16	15-16	15-16	15-16	15-16	15-16	15-16	15-16	15-16
9	17-18	17-18	17-18	17-18	17-18	17-18	17-18	17-18	17-18	17-18	17-18	17-18	17-18



अनुमोदित
 APPROVED

वर्ग का नाम (Name of the Class/Grade)
 वर्ग का नाम (Name of the Class/Grade)
 वर्ग का नाम (Name of the Class/Grade)

वर्ग का नाम (Name of the Class/Grade)

35-5-58



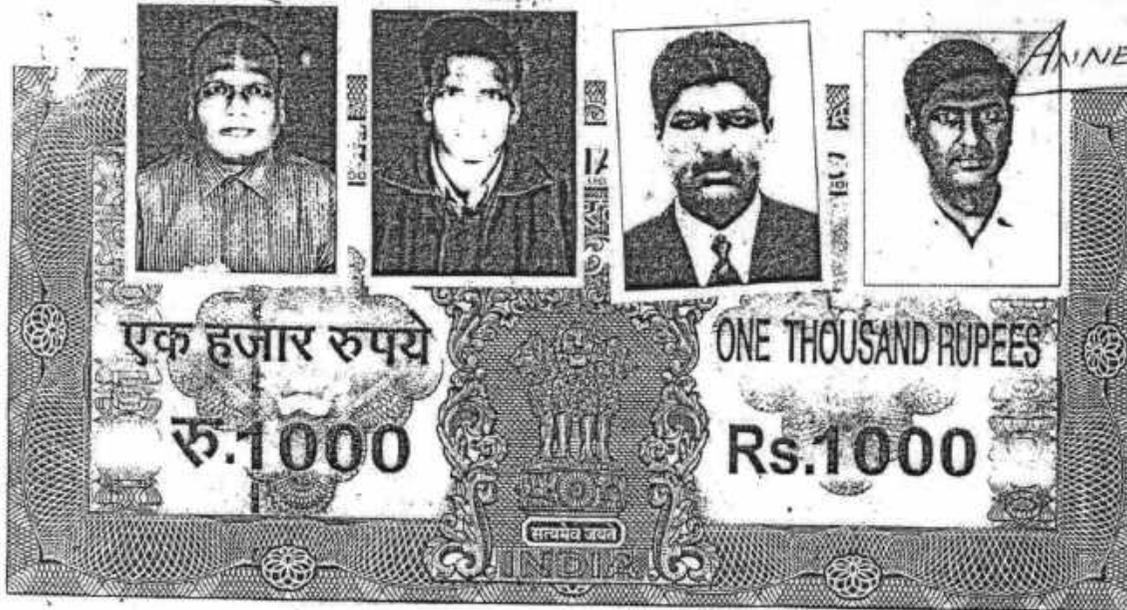
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APPROVED

क्र.सं.	विवरण	प्रमाण	दिनांक	स्थान	अन्य
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[Handwritten signature]
25/5/77

प्रमाणित किया गया
[Signature]

दिनांक
[Signature]



ANNEXURE-3

राजस्थान RAJASTHAN

C 545305

हस्तान्तरण संविदा

खअ/सीकर/प्र./खप-10/98

यह नॉन ज्यूडिशियल स्टाम्प पेपर रूपये 2000/- के किता नग 2 रूपये 2000/- खनन पट्टा वास्ते खनिज आयरनओर क्षेत्र 4.945 हेक्टर निकट ग्राम बागोली तहसील उदयपुरवाटी जिला झुन्झुनूं में अवाधि संविदा पंजियन तिथि से 30 वर्ष के लिए ईस शर्त पर कि स्थिर भाटक एम.एम.आर.डी. एक्ट 1957 की तृतीय अनुसूची के अनुसार तथा अधिशुल्क द्वितीय अनुसूचि के अनुसार एवं उसमें समय-समय पर होने वाले संशोधनानुसार देय होगा, की शर्त पर शासन के आदेश कमांक प. 17(32)खान/गुप-1/2002 दिनांक 10.05.02 एवं सम संख्या आदेश दिनांक 28.10.02 द्वारा श्री बजरंग कुमार बंसल पुत्र श्री महावीर प्रसाद अग्रवाल निवासी मावण्डा आर.एस. तहसील नीमकाथाना जिला सीकर (राज.) के पक्ष में स्वीकृत हुआ। जिसका संविदा पंजियन दिनांक 01.11.02 को होकर खनन पट्टा 30 वर्ष के लिए प्रभाव में आया।

श्री बजरंग कुमार बंसल के पक्ष में संविदा निष्पादित क्षेत्र आवेदित/स्वीकृत क्षेत्र के मूल सीमांकन दिनांक 01.08.02 में भिन्नता पायी गई कि स्थाई बिन्दु बालाजी की छतरी एवं इण्टर मिडियेटेड पॉइंट मदन सिंह के कुरे का सही कनेक्शन नहीं होना पाया जाने पर शासन के पत्र कमांक प. 17(32)खान/गुप-2/2000 दिनांक 30.11.2012 द्वारा मूल सीमांकन में एफ.आर.पी. से लीज पोलर की विवरण सूची में इण्टरमिडियेट स्टेशन स्थाई व निर्विवादित प्रकृति का होने पर एफ.आर.पी. से ऐरो स्थाई व निर्विवादित इण्टरमिडियेट स्टेशन को सीधा जी.पी.एस. से जोड़ने की अनुमती दी जाने पर निदेशालय के आदेश कमांक निखाम/सीकर/सी.सी. 11/एम.एल. 10/98/193 दिनांक 05.12.2012 से पुनः सीमांकन के आदेश दिये जाने पर क्षेत्र का पुनः सीमांकन दिनांक 19.12.2012 को बालाजी की छतरी से श्री मदन सिंह के कुरे की बियरिंग छतरी से एक्स 280°-85 मिनट, एक्स से वाई 195°-55 मिनट, वाई से वैल 233°-22 मीटर के स्थान पर सीधे इण्टरमिडियेटेड कनेक्शन 234° व दूरी 341 मीटर से सही किया गया है, का पूरक संविदा का निष्पादन दिनांक 10.01.2013 को किया जाकर नोडैरी से तस्दीक दिनांक 11.01.2013 को हुआ है।



[Signature]
 Attorney Holder

ATTESTED
 MINING ENGINEER
 SIKAR

[Signature]
 अधीक्षक खनि अभियन्ता
 जयपुर वृत्त, जयपुर

[Signature]
 Director/Attorney Holder

२३३५ श्रीम २००६ चीन सीट ७२० (७) गो का/काय दम नरसहिम

8-10-73
मुंरारी लाल शर्मा
बटा पन्डर
उदयपुरवाटी (मुमुदा)



22



हस्तान्तरण सर्वश्री नीलकण्ठ कॉन्कास्ट प्रा.लि., बी.बी.जेड-एम-66 झण्डा चौकमोजी राजस्थान RAJASTHAN गांधी धाम जिला कच्छ (गुजरात) के पक्ष में करवाने हेतु आवेदन पत्र दिनांक 11.11.2011 को प्रस्तुत किया जाने पर खनन पट्टा का हस्तान्तरण खनिज रियायत नियमावली 1960 के नियम 37 में उल्लेखित शर्तों पर शासन के आदेश क्रमांक प. 17(32)खान/गुप-2/2000-पार्ट दिनांक 10.10.2013 द्वारा सर्वश्री नीलकण्ठ कॉन्कास्ट प्रा.लि., बी.बी.जेड-एम-66 झण्डा चौकमोजी फर्नीचर के सामने, गांधी धाम जिला कच्छ (गुजरात) के पक्ष में स्वीकृत हुआ है, के साथ है।

545306

अन्य शर्तें संलग्न मूल संविदा व प्रधान खनिज रियायत नियमावली 1960 व एम.आर.डी.एक्ट 1957 तथा एम.सी.डी.आर. 1988 व उसमें समय - समय पर होने वाले संशोधनानुसार मान्य होगी एवं पट्टाधारी राज्य सरकार/भारत सरकार को देय होने वाले इमस्त करों का तथा अधिक रॉयल्टी का नियमानुसार भुगतान करेगा।

आज दिनांक 22/11/13 को मरे द्वारा हस्तान्तरण संविदा का निष्पादन किया गया है।



अनुमोदित APPROVED

[Signature]
हस्तान्तरणकर्ता

प्रमाणित

खनि अभियन्ता, सीकर

[Signature]
राजस्थान रियायत और से
जयपुर वृत्त जयपुर

For Nilkanth Concast Pvt. Ltd.

हस्तान्तरण
Director/Attorney Holder

गवाहन:-

1. *[Signature]*
श्री. सुरेश चंद्र शर्मा
श्री. सुरेश चंद्र शर्मा
त. राजस्थान

2. *[Signature]*
Suresh Chhabliya
S/o Shri Shanti Shrivastava
D-40, Sector 16592
Gardhi Dham-Kutch.

२३३१३ / मध्यम शिक्षण विभाग, पुणे जिल्हा, पुणे शहर, पुणे

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सहायक शिक्षक

मुंबशी लाल शर्मा
बदामप: वेल्डर
उदयपुरवाडी (मुंबशी)



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M.L No. 10/98

FORM-O

Model form for transfer of mining lease
(See rule 37 A)



अनुमोदित
APPROVED

When the transferor is an individual श्री वजरंग कुमार बंसल पुत्र श्री महावीर प्रसाद अग्रवाल निवासी मावण्डो आर.एस. तहसील नीमकाथाना जिला सीकर (राज.)

The indenture made this day of 22/11/13 20 between

(Name of the person with address and occupation) (Herein after referred to as the "transferor" which expression shall where the context so admits be deemed to include his heirs, executors, administrator, representatives and permitted assigns)

When the transferors are more than won individual

(Name of person with address and occupation) and

(Name of person with address and occupation) (herein after referred to as the "transferor" which expression shall where the context so admits be deemed to include his heirs, executors, administrator, representatives and permitted assigns)

When the transferor is a registered firm

(Name of the person with address of all the partners) all carrying on business in partnership under the firm name and style of

(Name of the firm) registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at

(hereinafter referred to as the "transferor" which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns)

[Handwritten Signature]

For Nilkanth Concast Pvt Ltd.

Director/Attorney Holder

[Handwritten Signature]
MINING ENGINEER

S1



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When the transferor is a registered company
..... a company registered under
Company Act. 1956 (Act. under which incorporated) and having its registered
office at (hereinafter referred to as the
"Transferor" which expression shall where the context so admits be deemed to
include its successors and permitted assigns) of the first part.

And

When the transferees are more than one individual
..... (Name of person with
address and occupation)(hereinafter referred to as the "transferee" which
expression shall where the context so admits be deemed to include his heirs,
executors, administrators, representatives and permitted assigns.)

When the transferees are more than one individual (Name of the
person with address and occupation) and (Name of person with
address and occupation)(hereinafter referred to as the "transferee" which
expression shall where the context so admits be deemed to include their respective
heirs, executors, administrators, representatives and permitted assigns.)

When the transferee is a registered firm
..... (Name
and address of all the partners all carrying on business in partnership under the
firm name and style of) (Name of the firm)
registered under the Indian Partnership Act, 1932(9 of 1932) and having their
registered office at (hereinafter referred to as the "transferee" which
expression where the context so admits be deemed to include all the said partners,
their respective heirs, executors, legal representatives and permitted assigns). -

When the transferee is a registered company सर्वश्री नीलकण्ठ कॉनकास्ट प्रा.
लि., बी.बी.जेड-एम-66 झण्डा चौकमोजी फर्नाचर के सामने, गांधी धाम जिला कच्छ
(गुजरात) a company registered under Company Act. 1956 (Act. under which
incorporated) and having its registered office at Gujarat Dadra & Nagar Haveli
(hereinafter referred to as the "transferee" which expression shall where the
context so admits be deemed to include its successors and permitted assigns) of

the second part.

MINING ENGINEER
SIKAR

For Nilkanth Concast Pvt. Ltd.

Director/Attorney Holder

And

::3::

The Governor of Rajasthan (hereinafter referred to, as the 'State Government' which expression shall where the context so admits be deemed to include the successors and assigns) of the third part.

Whereas be virtues of an indenture of lease dated the 19.10.02 and registered as date 01.11.02 in the office of the Sub-registrar of (hereinafter referred to as lessee) the original where of is attached here to and marked 'A' entered into between the State Government (therein called the lessor) and the transferor (hereinafter referred to as lessee) the transferor is entitled to search for, win and work mines and minerals in respect of आयरनओर in the lands described in Schedule there to and also in Schedule annexed hereto for the term and subject to the payment of the rents and royalties and observance and performance of the lessee's covenant and conditions in the said deed of lease reserved and contained including a covenant not to assign, the lease or any interest there under without the previous sanction of the State Government.

And

whereas the transferor is now desirous of transferring and assigning the lease to the transferee and the State Government has, at the request of the transferor, granted (with the prior approval of the Central Government) permission to the transferor vide order No प. 17(32)खान/मुप-2/2000-पार्ट dated 10.10.2013 to such a transfer and assignment of the lease upon the condition of the transferees entering into an agreement is and containing the terms and conditions hereinafter set forth.

Now this Deed Witness the follows:

1. Omitted.
2. The transferee hereby covenants with the State Government that from and after the transfer and assignment of the lease the transferee shall be bound by, and be liable to perform, observe and conform and be subject to all the provisions of all the covenants, stipulations and conditions contained in said hereinbefore recited lease in the same manner in all respects as if the lease had been granted to the transferee as the lessee there under and he had originally executed it as such.
3. It is further hereby agreed and declared by the transferor of the one part and the transferee of the other part that



अनुमोदित
APPROVED

[Handwritten signature]

Concast Pvt. Ltd.
[Handwritten signature]
Director/Attorney Holder

[Handwritten signature]
ER



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- (i) The transferor and the transferee declare that they have ensured that the mineral rights over the area for which the mining lease is being transferred, vest in the State Government.
- (ii) The transferor hereby declares that he has not assigned, sublet, mortgaged or in any other manner transferred the mining lease now being transferred and that no other person or persons has any right, title or interest where under in the present mining lease being transferred.
- (iii) The Transferor further declares that he has not entered into or made any Agreements, contract or understanding whereby he had been or is being Directly or indirectly financed to a substantial extent by or under which the Transferor's operation or understandings were or are being substantially controlled by any person or body of persons other than the transferor.
- (iv) The transferee hereby declares that he/she has accepted all the conditions and liabilities which the transferor was having in respect of such mining licence.
- (v) The transferee further declares that he is financially capable of and will directly undertake mining operations.
- (vi) The transferee further declares that he has filed an affidavit stating that he has filed up-to-date income tax returns, paid the income tax assessed on him and paid the income tax on the basis of self- assessment as provided in the Income Tax Act, 1961, (43 of 1961).
- (vii) The transferor has supplied to the transferee the original or certified Copies of all plans of abandoned workings in the area and in a belt 65 Metres wide surrounding it.
- (viii) The transferee hereby further declares that as a consequence of this Transfer, the total area while held by him under mineral concessions are not in contravention of Section 6 of the Mines and Minerals (Development and Regulation) Act, 1957 or rule 35 of the Mineral Concession Rules, 1960.
- (ix) The transferor has paid all the rent, royalties, and other dues towards Government till the date, in respect of this lease.

For Nilkanth Concast Pvt. Ltd.

[Handwritten signature]

[Handwritten signature]
Director - Attorney Holder

11/18

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In witness where of the parties here to have signed on the date and year first above written.



अनुमोदित
APPROVED

SCHEDULE

Location and area of the lease

All that tract of lands Situated at निकट ग्राम बागोली तहसील उदयपुरवाटी जिला झुंझुनूं (Description of area or areas) 4.945 Hector in (Pargana) in Udaipurwati the Registration Distt Jhunjhunu Sub District Udaipurwati and Thana Udaipurwati bearing Cadastral Survey Nos 45M9 consining an area of 4.945or there about delineated on the plan here to annexed and thereon colored encore and bounded as follows:-

ON THE NORTH BY

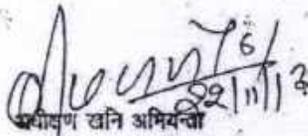
ON THE SOUTH BY

ON THE EAST BY

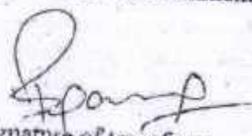
ON THE WEST BY

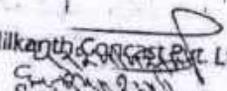
As per Plan

AND

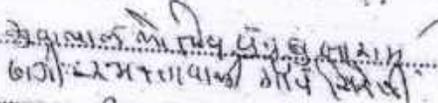
Signed by 
for and on behalf of the
जयपुर वृत्त, जयपुर
State Government in the presence of

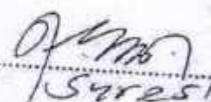
ATTESTED
Mining Engineer
SIKAR


Signature of transferor
Attorney Holder

For Nilkanth Concast Pvt. Ltd.

Signature of transferee
Director/Attorney Holder

Witness जयपुर वृत्त

1. 
जयपुर वृत्त, जयपुर

2. 
Suresh Sarbatiya
D-40, Supta Nagar
Gandhinagar - Jaipur



राजस्थान RAJASTHAN

P 774797

खअ/झुन्डुनू/रि/अप्र/खप-10/98

हस्तान्तरण संविदा

यह नॉनज्यूडिशियल स्टाम्प पेंपर रूपयें 10000/- के किता नग 10 प्रत्येक रुपये 1000/- खनन पट्टा वास्ते खनिज खनिज आयरनओर क्षेत्र 4.945 हैक्टर निकटग्राम बागोली तहसील उदयपुरवाटी जिला नीमकाधाना में शासन के आदेश क्रमांक प.17(32) खान/ग्रुप-1/2002 दिनांक 10.05.2002 एवं समसंख्यक आदेश दिनांक 28.10.2002 से श्री बजरंग कुमार बंसल पुत्र श्री महावीर प्रसाद अग्रवाल के पक्ष में संविदा पंजियन तिथी से 30 वर्ष हेतु स्वीकृत किया गया। जिसका संविदा पंजियन दिनांक 01.11.2002 को होकर खनन पट्टा अवधि दिनांक 01.11.2002 से 30 वर्ष हेतु श्री बजरंग कुमार बंसल के पक्ष में प्रभाव में आया।

पट्टाधारी श्री बजरंग कुमार बंसल द्वारा खनन पट्टा का हस्तान्तरण मैसर्स नीलकण्ठ कॉन्कास्ट प्रा0 लिमिटेड, बी.वी.जेड.-एम-66 झण्डा चौक, मीजी फर्निचर के सामने, गांधी धाम जिला कच्छ, गुजरात के पक्ष में करने हेतु दिनांक 11.11.2011 को आवेदन प्रस्तुत किया जाने पर शासन के आदेश दिनांक 10.10.2013 से खनन पट्टा का हस्तान्तरण मैसर्स नीलकण्ठ कॉन्कास्ट प्रा0 लिमिटेड के पक्ष में स्वीकृत किया गया। जिसका हस्तान्तरण संविदा का निष्पादन दिनांक 28.11.2013 को किया जाकर हस्तान्तरण पंजियन दिनांक 04.12.2013 को होकर खनन पट्टा शेष अवधि के लिए मैसर्स नीलकण्ठ कॉन्कास्ट प्रा0 लिमिटेड के पक्ष में प्रभाव में आया।

एम.एम.डीआर संशोधन अधिनियम 2015 के तहत खनन पट्टा की अवधि मूल अवधि से 50 वर्ष हो जाने पर खनन पट्टा वर्तमान में अवधि दिनांक 01.11.2002 से 31.10.2052 तक के लिए प्रभावशील है।

उप पंजियक उदयपुरवाटी

Davi N. Mehta

2026 13/8/24

माझी वेतलिका वगैरेची

100

200

300

Rathe



राजस्थान RAJASTHAN

P 774478

पट्टाधारी मैसर्स नीलकण्ठ कॉन्कास्ट प्रा० लिमिटेड, द्वारा खनन पट्टे का हस्तान्तरण मैसर्स माही ट्रेडलिक, निवासी- प्लॉट न० 42, सेक्टर 1ए, गांधीधाम कच्छ, गुजरात-370201 के पक्ष में कराने हेतु दिनांक 22.08.2023 को ऑनलाईन आवेदन पत्र प्रस्तुत किया गया। शासन के आदेश क्रमांक प.17(32)खान/युप-2/2000 दिनांक 04.03.2024 से खनन पट्टा का हस्तान्तरण मैसर्स माही ट्रेडलिक, निवासी- प्लॉट न० 42, सेक्टर 1ए, गांधीधाम कच्छ, गुजरात-370201 के पक्ष में स्वीकृत किया गया।

मैसर्स माही ट्रेडलिक, के समस्त भागीदार उपरोक्त खनन पट्टा में मूल संविदा की शर्तों, एमएमडीआर एक्ट 1957, एमएमडीआर (संशोधन) एक्ट 2015 तथा खनिज (परमाणु एवं हाईड्रोकार्बन्स उर्जा, खनिजों से भिन्न) रियायत नियम, 2016 एवं उनमें समय-समय पर होने वाले संशोधनों, उल्लेखित निबंधों, एवं प्रतिबंधों की पालना करने के लिए बाध्य रहेंगे। हस्तान्तरण डीड मॉडल फॉर्म Schedule X पर आज दिनांक 30.03.2024 को सम्पादित किया गया।

[Signature]
हस्ताक्षर हस्तान्तरणकर्ता
[Signature]
Orvi N. Niche
हस्ताक्षर हस्तान्तरणी

[Signature]
एन. एस. शक्तावत
(राज्यपाल की आज्ञा से)

[Signature]
प्रतिभक्ति अभियन्ता
शुभ्रु

गवाहान-
[Signature]
LAKENDRA SINGH
GROVED SINGH KATMER
KUCHAMMA FORT
KUCHAMMA CITY

2. *[Signature]*
प्रतिभक्ति अभियन्ता
30.03.2024, नौमोपुर, मिर्जापुर

प्राथमिक विवरण समर्थन

अनुमति संख्या 02/04/2005

दिनांक 13/3/24

मूल्य 100

प्रस्तुत प्रमाण

Prasthapan Endorsement

दिनांक 26.04.2024

समय 11:02 AM

प्राथमिक निवासी NIRA V BRADIRBHAI MEHTA

प्राथमिक निवासी श्री MEHTA

उप 41 बाग, गाँव O-JAIN, व्यवसाय Other

निवासी House No.: LILASHAH NAGAR, Colony: LILASHAH NAGAR,

Area: LILASHAH NAGAR, City: G, Pin code: 370201, District:

KACHCHH, State: GUJARAT

ने बर सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता

202401330001217

Mining Lease Deed- (ii) New or Renewal on the basis of Allotment or Auction (period exceeding 30

year or perpetual)

Fees Receipt Endorsement

रसीद नं. 20240230002292

दिनांक 26-04-2024

पंजीयन शुल्क ₹ 35588

प्रतिनिधि शुल्क ₹ 0

पृष्ठांकन शुल्क ₹ 300

अन्य शुल्क ₹ 0

कमी नटारण शुल्क ₹ 213523

कमी सम्भारण शुल्क ₹ 64056

सौका निरीक्षण शुल्क ₹ 0

कुल योग 313467

202401330001217

Mining Lease Deed- (ii) New or Renewal on the basis of Allotment or Auction (period exceeding 30

year or perpetual)

Mode of Payment (#Mode Number Amount #)

Stamp P774797 ₹ 13000 # e-Gras

Challan 88679094 ₹ 300467

उप प्राथमिक उदाहरण

उप प्राथमिक उदाहरण



राजस्थान RAJASTHAN
23 FEB 2024

P 774796

खअ/मुन्मुनू/रि/प्र/खप-10/98

यह नॉनजुडिशियल स्टाम्प पेपर रुपये 1000/- का हस्तान्तरण संविदा के साथ कमी फीस
मुन्मुनू है।

D.L.
हस्ताक्षर हस्तान्तरणकर्ता
D.L.
D.L.
हस्ताक्षर हस्तान्तरणी

[Signature]
एन. एन. खन्ना
(राज्यपाल की आज्ञा से)
जयपुर जिल. जयपुर

[Signature]
प्रमोद अभियन्ता
मुन्मुनू



राजस्थान RAJASTHAN

P 774798

खअ/शुद्धनू/रि/प्र/खप-10/98

यह नॉनजुडिशियल स्टाम्प पेपर रुपये 1000/- का हस्तान्तरण सविदा के साथ कमी फीस वाला है।

[Signature]
 हस्ताक्षर हस्तान्तरणकर्ता
 राम न मार

[Signature]
 हस्ताक्षर हस्तान्तरणी

[Signature]
 एन. एस. शक्तिवर्त
 (राज्यपाला की आज्ञासे)
 जयपुर दूर, जयपुर

[Signature]
 खगि. अभियन्ता
 शुद्धनू

पंजीकृत दिनांक 03/04/2005
अनुसूची संख्या 3926

13/3/24

Under 54 Endorsement

धारा 54 के तहत प्रमाण-पत्र प्रमाणित किया जाता है कि इस लेख पर की गारंटीयत रु 3558708 मन्तर पंजीकृत पर
देय कमी मुद्राक राशि रु 213523 पर कमी पंजीयन शुल्क रु 35588, सरवात्र राशि 64056 कुल रु 313167 सही
संख्या 202402330001242 दिनांक 26-04-2024 में जमा किये गये है।
अतः दस्तावेज को रु 213523 के मुद्राको पर निष्पादित माना जाता है।

202401330001217

Mining Lease Deed- (ii) New or Renewal on the basis of Allotment or Auction (period exceeding 30 year or perpetual)

उप पंजीयक UDAIPURवादी

Registration Endorsement

आज दिनांक 26/04/2024 को
पुस्तक संख्या 1 जिल्द संख्या 410 में
पृष्ठ संख्या 131 व संख्या 202403330100653 पर पंजीबद्ध किया गया तथा
अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 252 के
पृष्ठ संख्या 449 से 458 पर चमया किया गया।

202401330001217

Mining Lease Deed- (ii) New or Renewal on the basis of Allotment or Auction (period exceeding 30 year or perpetual)

उप पंजीयक उदापुरवादी



राजस्थान RAJASTHAN

P 774800

खअ/सुन्दुन/रि/प्र/खप-10/98

सुन्दुन सह नॉनजुडिशियल स्टाम्प पेपर रुपये 1000/- का हस्तान्तरण संविदा के साथ कमी फीस संलग्न है।

D.L.
 हस्ताक्षर हस्तान्तरणकर्ता
(Signature)

Dr. N. Mehta
 हस्ताक्षर हस्तान्तरणी

(Signature)
 एन. एस. शेक्तीवत
 (सज्ज्याल की आज्ञा से)

(Signature)
 प्रख्यात अभियन्ता
 सुन्दुन

(Signature)
 उप पञ्जिक उदयपुरवाटी

0001



मुख्य विज्ञान अनुसंधान प्रयोग
 अनुसंधान प्रयोग संख्या 03/04/2023 दिनांक 13/03/24
 रीतिरूप प्रयोग संख्या
 मुख्य विज्ञान अनुसंधान प्रयोग संख्या
 अनुसंधान प्रयोग संख्या
 विज्ञान प्रयोग संख्या
 पत्र
 हस्ताक्षर एवं नाम (अनुसंधान प्रयोग संख्या)
 हस्ताक्षर एवं नाम (मुख्य विज्ञान अनुसंधान प्रयोग संख्या)

साह्य देविका
 साह्य देविका

100
200
300

K. R. Kulkarni



राजस्थान RAJASTHAN

P 774794

खअ/कुन्दन/रि/प्र/खप-10/98

यह गैर न्यायिक स्टाम्प पेपर रुपये 1000/- का हस्तान्तरण सविदा के साथ कमी फीस संलग्न है।

[Signature]
 हस्ताक्षर हस्तान्तरणकर्ता
[Signature]
 हस्ताक्षर हस्तान्तरणी

[Signature]
 एच. एस. शक्तावत
 (राज्यपाल की आज्ञा से)

[Signature]
उप पंजियक उदयपुरवाटी

[Signature]
प्रखनि अनिलका
कुन्दन



राजस्थान RAJASTHAN

23 FEB 2024

P 774795

खज/मुन्बुनू/रि/प्र/खप-10/98

यह नॉनजुडिशियल स्टाम्प पेपर रुपये 1000/- का हस्तान्तरण संविदा के साथ कमी फीस हस्ताक्षरित है।

हस्ताक्षर हस्तान्तरणकर्ता

Praveen Kumar

Praveen Kumar

हस्ताक्षर हस्तान्तरणी

Praveen Kumar
एन. एस. शक्तायत
अधीक्षक जमिंदारियत
राज्यपाल की आज्ञा से

Praveen Kumar
प्रमाणित अभियन्ता
मुन्बुनू

Praveen Kumar
उप पंजियक उदयपुरवाटी

3926

18/3/04

मि. ३३ रु. ३००

100
200
300
105

L. R. R. R.



राजस्थान RAJASTHAN

P 774479

खअ/मुन्मुनू/रि/प्र/खप-10/98

राजस्थान गैर न्यायिक स्टाम्प पेपर रुपये 1000/- का हस्तान्तरण सविदा के साथ कमी फीस संग्रह है।

[Signature]
 हस्ताक्षर हस्तान्तरणकर्ता

[Signature]
 एन. एस. शक्तावत
 ज्योतिषाचार्य अभियन्ता
 (राज्यपाल की आज्ञा से)

[Signature]
 हस्ताक्षर हस्तान्तरणी

[Signature]
 अभियन्ता
 प्रमाणित
 मुन्मुनू

[Signature]
 उप पंजीयक उदयपुरवादी

मुद्रांक विक्रेता के मुद्रांक प्रमाण
 प्रमाण पत्र संख्या 03/04/2005
 प्रमाण पत्र संख्या 2926
 मुद्रांक देल्ले व लल्ले संख्या 7
 मुद्रांक प्रमाण का नाम _____
 निता/पे. सं. का नाम _____
 पता _____
 इससे प्रमाण पत्र का नाम में प्रमाण का नाम व पता
 प्रमाण पत्र के ह. मुद्रांक विक्रेता के ह

13/3/24

मे/ 2/5/24

1. मुद्रांक प्रमाण	2926
2. मुद्रांक देल्ले व लल्ले संख्या	7
3. मुद्रांक प्रमाण का नाम	
4. निता/पे. सं. का नाम	
5. पता	
6. मुद्रांक विक्रेता के ह.	
7. मुद्रांक प्रमाण संख्या	03/04/2005
8. मुद्रांक प्रमाण का नाम	

Rathe



राजस्थान RAJASTHAN

P 774480

खअ/शुन्धुनू/रि/प्र/खप-10/98

यह नानज्युडिशियल स्टाम्प पेपर रुपये 1000/- का हस्तान्तरण संविदा के साथ कमी फीस सलग्न है।

हस्ताक्षर हस्तान्तरणकर्ता

Om N. Hehl

Om N. Hehl

हस्ताक्षर हस्तागतारी

23/03/94
एन. एच. शेवलीयत
अधीनस्थ एनि अभियन्ता
(राज्यपाल की आज्ञा से)

Om N. Hehl
एनि अभियन्ता
प्रमाणित
शुन्धुनू

उप पंजियक उदयपुरवाटी

12/10/2011

श्री २५/११/११
श्री २५/११/११
श्री २५/११/११
श्री २५/११/११

1000
200
300

- R. R. Ke



राजस्थान RAJASTHAN

P 774799

खअ/मुन्दुनू/रि/प्र/खप-10/98

हस्तियह नोनजुडिशियल स्टाम्प पेपर रुपये 1000/- का हस्तानान्तरण सविदा के साथ कमी फीस संलग्न है।

हस्ताक्षर हस्तानान्तरणकर्ता
Om N. Mehta

Om N. Mehta

हस्ताक्षर हस्तानान्तरणी

Om N. Mehta
एन. एस. शक्तायत
ज्योतिषी एवं अधिवक्ता
(राज्यपाल की आड्डा से)

Om N. Mehta
अधिवक्ता
मुम्बई

B
उप गंजियक उदयपुरवाटी

Schedule X
(See rule 23(7))

Part B

FORMAT OF TRANSFER DEED FOR MINING LEASE

1. The Transfer Deed is made on 30th day of May 2024 between मैसर्स नीलकण्ठ कॉन्कास्ट प्रा. लि. निवासी-बी.बी.जेड, एम 66, झण्डा चौक, मौजी फर्नीचर के सामने, गांधी घाट जिला कच्छ (गुजरात) (hereinafter referred to as the "Transfer" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the first part: And
2. Shri Nirav Pradip Mehta, Residing at plot No. 320 Ward 12/C, Lilashahnagar, Gandhidham, Kutch and Smt. Urvi Nirav Mehta Residing at plot No. 320 Ward 12/C, Lilashahnagar, Gandhidham, Kutch all carrying on business in partnership under the firm name and style of M/s Mahi Tradlink registered under the Indian Partnership Act. 1932 (9 of 1932) and having their Registered Office at Second Floor, Plot No. 42, Sector-1A, Gandhidham, Kutch-370201 (hereinafter referred to as the "Transferee" which expression shall where the context so admits be deemed to include all the partners, their respective heirs, executors, legal representatives and permitted assigns) of the second part ;

And

3. The Governor of Rajasthan (hereinafter referred to as the "State Government" which expression shall where the context so admits be deemed to include the successors and assigns) of the third part.

WHEREAS:

- A. The Transferor has been granted a mining lease by the State Government in respect of which the State Government and the Transferor have executed: a lease deed dated 28-10-2002 and registered 01-11-2002 at the office of the Sub-Registrar of udaipurwati Dist Neemkathana in connection with the mining lease (collectively "Concession Documents") and the same is attached hereto as.
- B. In terms of the Concession Documents, the Transferor is entitled to search for, win and work mines and minerals in respect of Siliceous Earth in the lands described in the schedules to the Concession Documents (more particularly set out in Annexure B), for the term and subject to the payment of the rents and royalties and observance and performance of the Transferor's covenant and conditions in the Concession Documents including a covenant not to transfer the mining lease in violation of applicable laws.
- C. The Transferor has, pursuant to its transfer application letter dated 22-08-2023 requested the State Government for its approval in connection with transfer of the Mining Lease to the Transferee.
- D. The State Government has, pursuant to its letter dated 04.03.2024 approved the transfer application of the Transferor subject to compliance by the Transferee of the terms and conditions contained in this Deed.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used but not defined in this Deed shall, unless the context otherwise requires, have the respective meanings ascribed thereto in the Concession Documents.
2. The Transferee hereby covenants with the State Government that from and after the transfer and assignment of the mining lease, the Transferee shall be bound by, and be liable to perform, observe and conform and be subject to all the provisions of all the covenants, stipulations and conditions contained in the Concession Documents in the same manner in

उप पंजियक उदयपुरवाटी

D.L.

31 May 2024

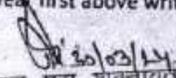
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all respects as if the mining lease had been granted to the Transferee as the lessee thereunder and he/ it had originally executed the Concession Documents as such.

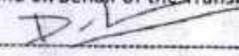
3. It is further hereby agreed and declared by the Transferor of the one part and the Transferee of the other part that:

- 3.1. The Transferee and the Transferor declare that the Transferee meets and shall continue to meet all the eligibility conditions which were required to be met by the Transferor for grant of the mining lease.
- 3.2. The Transferor and the Transferee declare that they have ensured that the mineral rights over the area for which the mining lease is being transferred vest in the State Government.
- 3.3. The Transferee acknowledges that he/ it has received a copy of, and has read and understands the Concession Documents, and covenants, agrees and confirms that it shall be bound by all provisions of the Concession Documents as if it was an original party thereto.
- 3.4. The Transferor hereby declares that he/ it has not assigned or in any other manner transferred the mining lease now being transferred and that no other person or persons has any right, title or interest where under in the present Mining Lease being transferred.
- 3.5. The Transferee hereby declares that he/ it has accepted all the conditions and liabilities which the Transferors was having in respect of such mining lease.
- 3.6. The Transferor has supplied to the Transferee the original or certified copies of all plans of abandoned workings in the area and in a belt sixty five metres wide surrounding it.
- 3.7. The Transferee hereby further declares that as a consequence of this transfer, the total area while held by him/ it under mineral concessions are not in contravention of the provisions of the Mines and Minerals (Regulation and Development) Act, 1957 or the rules made thereunder.
- 3.8. The Transferor has paid all the rent, royalties, and other dues towards the State Government till the date, in respect of the mining lease.

In witness whereof the parties hereto have signed on the, date and year first above written.

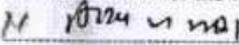

 एन. एस. शक्तीयते
 वरिष्ठान खनि अभियन्ता
 For and on behalf of the State Government:
 Name:
 Designation:

For and on behalf of the Transferor:

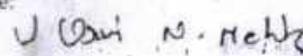

DHIRENDRA SINGH

Name:

For and on behalf of the Transferee:


NIRAV PRADIP MEHTA

Name:


NIRAV MEHTA


 खनि अभियन्ता
 मुंबई

ENVIRONMENTAL
CLEARANCE

Government of India
Ministry of Environment, Forest and Climate Change
(Issued by the State Environment Impact Assessment
Authority (SEIAA), Rajasthan)

To,

The VICE PRESIDENT
M/S NILKANTH CONCAST PVT LTD
IN FRONT OF JHANDA CHAUKMOJI FURNITURE GANDHI DHAM
KACHA GUJARAT. -333801

Subject: Grant of Environmental Clearance (EC) to the proposed Project Activity under the provision of EIA Notification 2006-regarding

Sir/Madam,

This is in reference to your application for Environmental Clearance (EC) in respect of project submitted to the SEIAA vide proposal number SIA/RJ/MIN/254435/2022 dated 16 Mar 2022. The particulars of the environmental clearance granted to the project are as below.

- | | |
|--|---|
| 1. EC Identification No. | EC22B001RJ120378 |
| 2. File No. | 16421 |
| 3. Project Type | New |
| 4. Category | B1 |
| 5. Project/Activity including Schedule No. | 1(a) Mining of minerals |
| 6. Name of Project | Iron Ore Mining Project, (M.L. No. 10/98) |
| 7. Name of Company/Organization | M/S NILKANTH CONCAST PVT LTD |
| 8. Location of Project | Rajasthan |
| 9. TOR Date | N/A |

The project details along with terms and conditions are appended herewith from page no 2 onwards.

Date: 23/09/2022

(e-signed)
P.K. Upadhyay
Member Secretary
SEIAA - (Rajasthan)

Note: A valid environmental clearance shall be one that has EC identification number & E-Sign generated from PARIVESH. Please quote identification number in all future correspondence.

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PARIVESH

(Pro-Active and Responsive Facilitation by Interactive,
and Virtuous Environmental Single-Window Hub)



State Level Environment Impact Assessment Authority, Rajasthan
Room No. 11, Aravalli Bhawan, Jhalana Institutional Area, Jaipur.

E-mail; seiaams2021@gmail.com

No F1 (4)/SEIAA/SEAC-Raj/Sectt/Project /Cat. 1(a) B1(20701)/2021-22 Jaipur, Dated: **23 SEP 2022**

M/s NilkanthConcast Pvt Ltd,
In Front Of Jhanda ChauKmoji,
Furniture, Gandhi Dham, Kacha, Gujarat.

Sub: Application for approval of EIA/ EMPwith respect to "Iron Ore Mining Project, (M.L. No. 10/98)" having mine lease area 4.945 Hectare, with proposed production capacity 1,50,700 TPA(ROM) at Khasra No. 1583, 1601, 1582, 1602, 1604, 1606, 1566, 1567, 1568, 1569, 1570, 1571, Add.-Village- Bhagoli, Tehsil- Udaipurwati, District- Jhunjhunu (Raj.), (Proposal No. 254435)

This has reference to your application dated 16.03.2022 seeking environmental clearances for the above project under EIA Notification 2006. The proposal has been appraised as per prescribed procedure in the light of provisions under the EIA Notification 2006 on the basis of the mandatory documents enclosed with the application viz. the questionnaire, EIA, EMP and additional clarifications furnished in response to the observation of the State Level Expert Appraisal Committee Rajasthan, in its meeting held on 22-25 August, 2022.

2. Brief details of the Project:

1.	Category/Item no. (in Schedule)-	1 (a) /Category-B1									
2.	Location of Project	Near Village- Bhagoli, Tehsil- Udaipurwati & District- Jhunjhunu, Rajasthan									
3.	Project Details REF: No./ Production capacity	ML. No: 10/98, located at Khasra No. 1583, 1601, 1582, 1602, 1604, 1606, 1566, 1567, 1568, 1569, 1570 & 1571 Proposed Production Capacity- 1,50,700 TPA (R.O.M.) (Iron Ore- 1,29,170 TPA, Waste- 21,530 TPA)									
4.	Project Cost	Total project cost Rs 114.26 Lac									
		<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Particulars</th> <th>Cost (Rs.in Lac)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Mining machineries and Lease Execution Process Fees etc.</td> <td>100.00</td> </tr> <tr> <td>2</td> <td>Environmental Management Plan</td> <td>14.26</td> </tr> </tbody> </table>	Sr. No.	Particulars	Cost (Rs.in Lac)	1	Mining machineries and Lease Execution Process Fees etc.	100.00	2	Environmental Management Plan	14.26
Sr. No.	Particulars	Cost (Rs.in Lac)									
1	Mining machineries and Lease Execution Process Fees etc.	100.00									
2	Environmental Management Plan	14.26									

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		Total Project Cost						
5.	Water Requirement & Source	Total Water Requirement-7.50 KLD Source- Water will be made available by nearby Village Bhagoli through water tanker.	114.26					
6.	Fuel & Energy	Diesel operated machinery will be used. Fuel will be required for the operation of mines machineries and transportation vehicles which will be taken care by the contractor itself. DG set also proposed in case of power failure. Electricity connection will be taken from the concerned electricity department						
7.	Environment Management Plan	Annual Expenditure of each year is as follows						
S. No.	Description	Capital Cost (Rs. in lac)	Recurring Cost (Rs. in lac)					Basis for cost estimation
			1 st Year	2 nd Year	3 rd year	4 th Year	5 th Year	
1	Air pollution monitoring		1.00	1.00	1.00	1.00	1.00	Ambient Air monitoring within lease area in pre and post monsoon season
2	Water Quality analysis		0.30	0.30	0.30	0.30	0.30	Surface and sub-surface water
3	Water sprinkling for dust suppression		0.45	0.45	0.45	0.45	0.45	Tanker water
4	Noise Monitoring		0.20	0.20	0.20	0.20	0.20	Recurring cost includes monitoring cost of noise measurement at different locations.
5	Safety Measure Cost (Wire fencing, Retaining Wall)	10.41	0.52	0.79	0.61	0.67	0.20	I Year II) Retaining Wall (Rubble Stone) around Proposed Dump towards western side III) Wire Fencing - along NE side of mine lease area, II Year Wire Fencing - along SSW

Signature

									side of mine lease area, III Year Wire Fencing - along West & NW side of mine lease area, IV Year Wire Fencing - along North side of mine lease area, V Year Maintenance Cost@ Rs. 10000/-
6.	Maintenance of Haul Road		0.50	0.50	0.50	0.50	0.50	0.50	Recurring cost includes maintenance of Haul roads.
7	Water Conservation and Management	1.00	0.50	0.50	0.50	0.50	0.50	0.50	Construction of rainwater conservation structures and its regular maintenance.
8	Green belt		5.30	5.22	5.20	0.20	0.20	0.20	Plant cost, tree guard and its maintenance Recurring cost includes plant cost @ Rs 1000 for 1572 trees, its maintenance, watering and Gardner cost @ Rs. 20,000 per Annum)
9	Waste Management	Municipal Sewage	2.50	0.10	0.10	0.10	0.10	0.10	Modular STP installation
		Municipal Waste	0.05						Provision of Bins for collection of waste
		Hazardous Waste (Spent Oil generated from	0.10	0.05	0.05	0.05	0.05	0.05	0.05	Providing proper facility such as barrels for storage, handling of spent oils

Signature

			machine ry)								classified as hazardous waste which will be sold to RSPCB authorized recyclers.
10	Contribution towards construction and maintenance of the kachha roads after consultation with the concerned gram Panchayat and local people			0.20	0.10	0.10	0.10	0.10	0.10	0.10	
11	Conservation Plan of Schedule I species			-	5.00					Conservation Plan	
12	As per PH minutes compliance yearly 50 trees will be planted in consultation with Gram Panchayat.			-	0.50					As per PH minutes compliance yearly 50 trees will be planted and maintained in consultation with Gram Panchayat.	
Total (in Rs Lac)				14.26	14.52	14.71	14.51	9.57	9.10		
<p>*An additional Cost of Rs. 2.00 Lakh will be used for environment protection measures if the lessee wishes to install Processing Plant (300 TPD) in the lease area, if required.</p> <p>Note- Proposed budget mentioned at Sr. No. 1, 2, 3(a), 4, 5, 6, 7, 9, 10, 11 & 12 shall be continued till the end of the life of mine and proposed budget mentioned at Sr. No. 8 will be spent till the saplings become -sustaining.</p>											
8.	Green Belt/ Plantation			Expenditure of Rs.5.80 Lac in 1 st year, Rs. 5.72 Lac for 2 nd Year, Rs. 5.70 Lac for 3 rd year, Rs. 0.70 Lac for 4 th year & Rs. 0.70 Lac for 5 th year (Recurring Cost)							
	Year	Un-worked Area		Outside Mine lease area		Backfilled area		Total			
		Area (Ha)	No. of Trees	Area (Ha)	No. of Trees	Area (Ha)	No. of Trees	Area (Ha)	No. of Trees		
	Existing	0.1000	60	-	-	-	-	0.1000	60		
	I	0.511	530	-	-	-	-	0.511	530		
	II	0.511	522	-	-	-	-	0.511	522		
	III	0.510	520	-	-	-	-	0.510	520		
	IV	Maintenance to be done									
	V										

		At the end of life of Mine							
Total		1.6320	1632	-	-	-	-	1.6320	1632
		<p>Plantation will be carried out in the 33% of the mine lease area, Out of which 60 plants are existing at the mine site over undisturbed area of 0.10 ha and remaining 1572 saplings will be planted over an area of 1.532 Hectare within first three years of the mining in the mine lease area at undisturbed area. It will be ensured that after ceasing mining operations re-grassing of the mining area and any other area which may have been disturbed due to the mining activities will be done and will restore the land to a condition which is fit for growth of fodder, flora, fauna etc. as per the MoEF & CC O.M vide No. 22-34/2018-IA.III dated 16th Jan 2020.</p> <p>Native species which are more suitable to the local environment are preferred to be planted such as Khejari, Neem, Desi Babool, Vilayti Babool etc.</p>							
9.	Budgetary Breakup for Labour	Annual Expenditure of Rs. 2.47 Lac per annum (Recurring Cost)							
		S. No.	Facility Provided for Laborers	Capital Cost in Rs.	Recurring Cost in Rs.				
		1.	Shelters, Safe drinking water, Sanitation facility	1,00,000	Maintenance Cost-20,000				
		2.	Periodical medical Examination per year @1000 per labor		77,000				
		3.	Fuel for cooking (LPG Cylinder) @ 950 Per month		9,500				
		4.	Books/Uniform for children of labour@ 2,400 per labor		1,84,800				
		5.	Group Insurance @ Rs 1500 per worker	1,15,500	-				
		6.	Provision for personal protection equipment (PPEs) like ear plug, dust mask, Helmet, shoes etc., for 77 workers <ul style="list-style-type: none"> • Safety shoes@350 Rs (2 times/year) • Hand Gloves @300 Rs (2 times/year) • Dust mask@25 Rs (twice a month for 10 month) • Ear plugs@25 Rs (twice a month for 10 month) • Helmets @450 Rs(1 time in three years) 		53,900 46,200 38,500 38,500 34,650				
		7.	First Aid Box		10,000				

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8.	Fire Safety	30,000	20,000
Total		2,45,500.	5,33,050

The particulars of EMP with respect to cluster, are as follows-

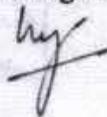
Sr. No.	Name of Holder of LOI/QL/ML	LOI/Reference No./ML No.	Date of Sanction	Name of Mineral	Area (in Ha)	Khasra No.	Production Capacity	Project Cost (in Lakh)	Weather EC obtained if yes, Name of Authority and Date	Budget for EMP (Recurring) (in Lakh)	Budget for Green Belt Development (in Lakh)	Budget for Labour Welfare (in Lakh)
1.	M/s Nilkanth Concast Pvt. Ltd	10/98		Iron Ore	4.945	1583, 1601, 1582, 1602, 1604, 1606, 1566, 1567, 1568, 1569, 1570, 1571	Iron Ore 1,50,700 TPA (ROM)	114.26	Now applied	1st year - Rs. 14.52 Lac 2nd year - Rs. 14.71 Lac 3rd year - Rs. 14.51 lac & 4th year Rs. 9.57 lac, 5th year -Rs. 9.10 lac	Expenditure of Rs. 5.80 Lac in 1st year, Rs. 5.72 Lac for 2nd Year, Rs. 5.70 Lac for 3rd year, Rs. 0.70 Lac for 4th year & Rs. 0.70 Lac for 5th year (Recurring Cost)	Rs. 2.45 Lac (Capital Cost) & Rs. 5.33 Lac (Recurring Cost)

3. The SEAC Rajasthan after due considerations of the relevant documents submitted by the project proponent and additional clarifications/documents furnished to it have recommended for Environmental Clearance with certain stipulations. The SEIAA Rajasthan after considering the proposal and recommendations of the SEAC, Rajasthan in its 5.41st Meeting held on 21st September, 2022 hereby accord Environmental Clearance to the project as per the provisions of Environmental Impact Assessment Notification 2006 and its subsequent amendments, subject to strict compliance of the terms and conditions as follows:

1. Statutory compliance:

- I. This Environmental Clearance (EC) is subject to orders/directions of Hon'ble Supreme Court of India, Hon'ble High Court, Hon'ble NGT and any other Court of Law, as is applicable.
- II. The Project proponent complies with all the statutory requirements and judgments of Hon'ble Supreme Court dated 2nd August, 2017 in Writ Petition (Civil) No. 114 of 2014 in matter of Common Cause versus Union of India & Ors before commencing the mining operations.
- III. The Department of Mines & Geology, Government of Rajasthan (DMG, GoR) shall ensure that mining operation shall not be commenced till the entire compensation levied, if any, for illegal mining paid by the Project Proponent through Department of Mining & Geology in

- strict compliance of Judgment of Hon'ble Supreme Court dated 2nd August, 2017 in Writ Petition (Civil) No. 114 of 2014 in matter of Common Cause versus Union of India & Ors.
- IV. In case the project falls within a distance of 10 Km from the boundary of a National Park/ Wildlife Sanctuary, wherein final ESZ Notification has not been issued so far, the EC shall come into effect only after the PP obtains clearance from the Standing Committee of National Board for Wildlife (SCNBWL) as per OM dated 08.08.2019 of MoEF & CC.
 - V. This Environmental Clearance shall become operational only after receiving formal SCNBWL Clearance from Ministry of Environment, Forest & Climate Change, (MoEF & CC), Government of India (GoI) subsequent to the recommendations of the Standing Committee of National Board for Wildlife, if applicable to the Project.
 - VI. This Environmental Clearance shall become operational only after receiving Forest Clearance (FC) under the provision of Forest Conservation Act, 1980, if applicable to the Project.
 - VII. Project Proponent (PP) shall obtain Consent to Operate after grant of EC and effectively implement all the conditions stipulated therein. The mining activity shall not commence prior to obtaining Consent to Establish/ Consent to Operate from the State Pollution Control Board.
 - VIII. The PP shall adhere to the provision of the Mines Act, 1952, Mines and Mineral (Development & Regulation), Act, 2015 and rules & regulations made there under. PP shall adhere to various circulars issued by Directorate General Mines Safety (DGMS) and Indian Bureau of Mines (IBM) from time to time.
 - IX. The Project Proponent shall obtain consents from all the concerned land owners, before start of mining operations, as per the provisions of MMDR Act, 1957 and rules made thereunder in respect of lands which are not owned by it.
 - X. The Project Proponent shall follow the mitigation measures provided in MoEF CC's Office Memorandum No. Z-11013/57/2014-IA.II (M), dated 29th October, 2014, titled "Impact of mining activities on Habitations-Issues related to the mining Projects wherein Habitations and villages are the part of mine lease areas or Habitations and villages are surrounded by the mine lease area".
 - XI. The Project Proponent shall obtain necessary prior permission of the competent authorities for drawl of requisite quantity of surface water and from CGWA for withdrawal of ground water for the project.
 - XII. A copy of EC letter will be marked to concerned Panchayat/ local NGO etc. if any, from whom suggestion/ representation has been received while processing the proposal.
 - XIII. State Pollution Control Board shall be responsible for display of this EC letter at its Regional office, District Industries Centre and Collector's office/ Tehsildar's Office for 30 days.
 - XIV. The Project Authorities should widely advertise about the grant of this EC letter by printing the same in at least two local newspapers, one of which shall be in vernacular language of the concerned area. The advertisement shall be done within 7 days of the issue of the clearance letter mentioning that the instant project has been accorded EC and copy of the EC letter is available with the State Pollution Control Board and website of the Department of Environment, Govt. of Rajasthan, RSPCB for compliance and record.
 - XV. The Project Proponent shall inform the MoEF & CC/ SEIAA for any change in ownership of the mining lease. In case there is any change in ownership or mining lease is transferred



then mining operation shall only be carried out after transfer of EC as per provisions of the para 11 of EIA Notification, 2006 as amended from time to time.

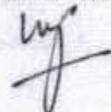
- XVI. The Mining Department will ensure that while executing the mining lease, if the mining lease forms a cluster of total area of more than 5.0 ha, in accordance with EIA notification dated 15.01.2016 and 01.07.2016, then such mining lease will be executed/ registered only after public hearing has taken place for the entire cluster and there has been EIA/EMP study of the entire cluster. The Mining Department will further ensure that revised EC is also obtained by such mining lease holder (s) in the cluster.
- XVII. The Mining lease holder shall, after ceasing mining operations, undertake re-grassing the mining area and any other area which may have been disturbed due to the mining activities and restore the land to a condition which is fit for growth of fodder, flora, fauna etc.
- XVIII. That the grant of this E.C. is issued from the environmental angle only, and does not absolve the project proponent from the other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility, to comply with the conditions laid down in all other laws for the time-being in force, rests with the project proponent.
- XIX. No further expansion or modifications in the project shall be carried out without prior approval of the SEIAA/MoEF & CC as the case may be. In case of deviations or alterations in the project proposal from those submitted to this Authority for clearance, a fresh reference shall be made to the Authority to assess the adequacy of conditions imposed and to include additional environmental protection measures required, if any.
- XX. The EC is liable to be rejected/ revoked, in case it is found that the PP has deliberately concealed and/or furnished false and misleading information or data which is material to screening or scoping or appraisal or decision on the application for EC.
- XXI. Officials from the Department of Environment, Government of Rajasthan, Jaipur/ Regional Office of MoEF & CC, Lucknow, RSPCB who would be monitoring the implementation of Environmental safeguards should be extended full cooperation, facilities and documents/data by the project proponents during their inspection. A complete set of all the documents submitted to SEIAA should be forwarded to the CCF, Regional Office of MoEF, Lucknow, Department of Environment, Government of Rajasthan, Jaipur / RSPCB.
- XXII. The Authority reserves the right to add additional safeguard measures subsequently, if found necessary, and to take action including revoking of the environment clearance under the provision of the Environment (Protection) Act, 1986, to ensure effective implementation of the suggested safeguard measures in a time bound and satisfactory manner.
- XXIII. The above condition shall 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, along with their amendments and rules.
- XXIV. The PP shall obtain prior clearance from forestry and wildlife aspects including clearance from Standing Committee of National Board of Wild Life (if applicable). It is further categorically stated that grant of EC does not necessary imply that Forestry and Wildlife clearance shall be granted to the project by the concerned authorities. Proposals for forestry and wildlife clearance will be considered by the concerned authorities on its merits and decision taken accordingly. The investment made in the project, if any based on EC so granted, in anticipation of clearance from Forestry and Wildlife aspects shall be entirely at

the cost and risk of the PP and MOEF & CC/SEIAA/ SEAC/ DOE shall not be responsible in this regard in any manner.

- XXV. The SEIAA, Rajasthan may revoke or suspend the Environmental Clearance, if implementation of any of the above conditions is not satisfactory.
- XXVI. The PP shall submit an environmental statement for the financial year ending 31st March in Form-V as prescribed under the environment (Protection) Rules, 1986, as amended subsequently on or before the 30th day of September every year, to the Rajasthan State Pollution Control Board/SEIAA and shall also be put on the website of the company/ unit/ industry along with the status of compliance of environmental clearance conditions and shall also be sent to the Lucknow Regional offices of MoEF/SEIAA/ RSPCB by e-mail as well as hard copy duly signed by competent person of company.
- XXVII. This EC is granted for mining of the mineral with production mentioned in the above table subject to the stipulation that the PP shall abide by the annual/ permitted production schedule specified in the mining plan and that any deviation therein will render the PP liable for legal action in accordance with Environment and Mining Laws.
- XXVIII. The PP shall spend the various amounts in the respective heads as mentioned in Annexure G.
- XXIX. Drills shall either be operated with dust extractors or equipped with water injections system.
- XXX. Data on ambient air quality and stack emissions should be submitted to Rajasthan State Pollution Control Board once in six months. The monitoring/ sampling and analysis are to be carried out by MOEF/ NABL/ CPCB/ RSPCB/ Government approved lab.
- XXXI. Blasting operations, if permitted, should be carried out only during the daytime with safe blasting parameters.
- XXXII. The PP shall carry out mining activities with open cast method. The PP to undertake underground mining only if permitted specifically.
- XXXIII. In the project related to Bajri mining the PP shall follow the 'Sustainable Sand Mining Guidelines 2016' and 'Enforcement and Monitoring Guidelines for Sand Mining, 2020' laid down by the MoEF & CC, GOI. The Bajri sand mining activity is restricted to three meters from ground level or water level whichever is less and the PP shall carry out river sand (Bajri) mining activity only manually or semi mechanized method as provided under the 'Sustainable Sand Mining Management Guidelines, 2016' and 'Enforcement and Monitoring Guidelines for Sand Mining, 2020'.
- XXXIV. Any appeal against this environmental 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.
- 2. Air quality monitoring and preservation:**
- i. The Project Proponent shall install a minimum of 3 (three) online Ambient Air Quality Monitoring Stations with 1 (one) in upwind and 2 (two) in downwind direction based on long term climatological data about wind direction such that an angle of 120° is made between the monitoring locations to monitor critical parameters, relevant for mining operations, of air pollution viz. PM10, PM2.5, NO2; CO and SO2 etc. as per the methodology mentioned in NAAQS Notification No. B-290.16/20/90/PCI/I. dated 18.11.2009 covering the aspects of transportation and use of heavy machinery in the impact zone. The ambient air quality shall also be monitored at prominent places like office

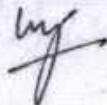
building, canteen etc. as per the site condition to ascertain the exposure characteristics at specific places. The above data shall be digitally displayed within 03 months in front of the main Gate of the mine site.

- ii. Effective safeguard measures for prevention of dust generation and subsequent suppression (like regular water sprinkling, metalled road construction etc.) shall be carried out in areas prone to air pollution wherein high levels of PM10 and PM2.5 are evident such as haul road, loading and unloading point and transfer points. The fugitive dust emissions from all sources shall be regularly controlled by installation of required equipments/ machineries and preventive maintenance. Use of suitable water-soluble chemical dust suppressing agents may be explored for better effectiveness of dust control system. It shall be ensured that air pollution level conform to the standards prescribed by the MoEF & CC/ Central Pollution Control Board.
- 3. Water quality monitoring and preservation:**
- i. In case, immediate mining scheme envisages intersection of ground water table, then Environmental Clearance shall become operational only after receiving formal clearance from CGWA. In case, mining operation involves intersection of ground water table at a later stage, then PP shall ensure that prior approval from CGWA and MoEF & CC is in place before such mining operations. The permission for intersection of ground water table shall essentially be based on detailed hydro-geological study of the area.
 - ii. Regular monitoring of the flow rate of the springs and perennial nallahs flowing in and around the mine lease shall be carried out and records maintain. The natural water bodies and or streams which are flowing in an around the village, should not be disturbed. The Water Table should be nurtured so as not to go down below the pre-mining period. In case of any water scarcity in the area, the Project Proponent has to provide water to the villagers for their use. A provision for regular monitoring of water table in open dug well located in village should be incorporated to ascertain the impact of mining over ground water table. The Report on changes in Ground water level and quality shall be submitted on six-monthly basis to the Regional Office of the Ministry, CGWA and State Groundwater Department / State Pollution Control Board.
 - iii. Project Proponent shall regularly monitor and maintain records w.r.t. ground water level and quality in and around the mine lease by establishing a network of existing wells as well as new piezo-meter installations during the mining operation in consultation with Central Ground Water Authority/ State Ground Water Department. The Report on changes in Ground water level and quality shall be submitted on six-monthly basis to the Regional Office of the Ministry, CGWA and State Groundwater Department / State Pollution Control Board.
 - iv. The Project Proponent shall undertake regular monitoring of natural water course/ water resources/ springs and perennial nallahs existing/ flowing in and around the mine lease and maintain its records. The project proponent shall undertake regular monitoring of water quality upstream and downstream of water bodies passing within and nearby/ adjacent to the mine lease and maintain its records. Sufficient number of gullies shall be provided at



appropriate places within the lease for management of water. PP shall carryout regular monitoring w.r.t. pH and included the same in monitoring plan. The parameters to be monitored shall include their water quality vis-a-vis suitability for usage as per CPCB criteria and flow rate. It shall be ensured that no obstruction and/ or alteration be made to water bodies during mining operations without justification and prior approval of MoEF & CC. The monitoring of water courses/ bodies existing in lease area shall be carried out four times in a year viz. pre- monsoon (April-May), monsoon (August), post-monsoon (November) and winter (January) and the record of monitored data may be sent regularly to Ministry of Environment, Forest and Climate Change and its Regional Office, Central Ground Water Authority and Regional Director, Central Ground Water Board, State Pollution Control Board and Central Pollution Control Board. Clearly showing the trend analysis on six -monthly basis.

- v. Quality of polluted water generated from mining operations which include Chemical Oxygen Demand (COD) in mines run-off; acid mine drainage and metal contamination in runoff shall be monitored along with Total Dissolved Solids (TDS), Dissolved Oxygen (DO), pH and Total Suspended Solids (TSS). The monitored data shall be uploaded on the website of the company as well as displayed at the project site in public domain, on a display board, at a suitable location near the main gate of the Company. The circular No.I-20012/1/2006-IA.II (M) dated 27.05.2009 issued by Ministry of Environment, Forest and Climate Change may also be referred in this regard.
 - vi. Project Proponent shall plan, develop and implement rainwater harvesting measures on long term basis to augment ground water resources in the area in consultation with Central Ground Water Board/ State Groundwater Department. A report on amount of water recharged needs to be submitted to Regional Office MoEF & CC annually.
 - vii. Industrial waste water (workshop and waste water from the mine) should be properly collected and treated so as to conform to the notified standards prescribed from time to time. The standards shall be prescribed through Consent to Operate (CTO) issued by concerned State Pollution Control Board (SPCB). The workshop effluent shall be treated after its initial passage through Oil and grease trap.
 - viii. The water balance/water auditing shall be carried out and measure for reducing the consumption of water shall be taken up and reported to the Regional Office of the MoEF & CC and State Pollution Control Board.
- 4. Noise and vibration monitoring and prevention:**
- i. The peak particle velocity at 500m distance or within the nearest habitation, whichever is closer shall be monitored periodically as per applicable DGMS guidelines.
 - ii. The illumination and sound at night at project sites disturb the villages in respect of both human and animal population. Consequent sleeping disorders and stress may affect the health in the villages located close to mining operations. Habitations have a right for darkness and minimal noise levels at night. PPs must ensure that the biological clock of the villages is not disturbed; by orienting the floodlights/ masks away from the villagers and keeping the noise levels well within the prescribed limits for day /night hours.



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- iii. The Project Proponent shall take measures for control of noise levels below 85 dBA in the work environment. The workers engaged in operations of HEMM, etc. should be provided with ear plugs/ muffs. All personnel including laborers working in dusty areas shall be provided with protective respiratory devices along with adequate training, awareness and information on safety and health aspects. The PP shall be held responsible in case it has been found that workers/ personals/ laborers are working without personal protective equipment.
- iv. The ambient noise level should conform to the standards prescribed under E (P) A Rules, 1986 viz 75 dB (A) during day time and 70 dB (A) during night time.

5. Mining plan:

- i. The Project Proponent shall adhere to the working parameters of mining plan which was submitted at the time of EC appraisal wherein year-wise plan was mentioned for total excavation i.e. quantum of mineral, waste, over burden, inter burden and top soil etc.. No change in basic mining proposal like mining technology, total excavation, mineral & waste production, lease area and scope of working (viz. method of mining, overburden & dump management, O.B & dump mining, mineral transportation mode, ultimate depth of mining etc.) shall not be carried out without prior approval of the Ministry of Environment, Forest and Climate Change/ SEIAA, which entail adverse environmental impacts, even if it is a part of approved mining plan modified after grant of EC or granted by State Govt. in the form to Short Term Permit (STP), Query license or any other name.
- ii. The Project Proponent shall get the Final Mine Closure Plan along with Financial Assurance approved from Indian Bureau of Mines/Department of Mining & Geology as required under the Provision of the MMDR Act, 1957 and Rules/ Guidelines made there under. A copy of approved final mine closure plan shall be submitted within 2 months of the approval of the same from the competent authority to the concerned Regional Office, MoEF & CC/ SEIAA/ SPCB for record and verification.
- iii. The land-use of the mine lease area at various stages of mining scheme as well as at the end-of-life shall be governed as per the approved Mining Plan. The excavation vis-a-vis backfilling in the mine lease area and corresponding afforestation to be raised in the reclaimed area shall be governed as per approved mining plan. PP shall ensure the monitoring and management of rehabilitated areas until the vegetation becomes self-sustaining. The compliance status shall be submitted half-yearly to the MoEF & CC/ SEIAA/ SPCB and its concerned Regional Office.

6. Land reclamation:

- i. The Overburden (O.B.) generated during the mining operations shall be stacked at earmarked OB dump site(s) only and it should not be kept active for a long period of time. The physical parameters of the OB dumps like height, width and angle of slope shall be governed as per the approved Mining Plan as per the guidelines/circulars issued by D.G.M.S w.r.t. safety in mining operations shall be strictly adhered to maintain the stability of top soil/OB dumps. The topsoil shall be used for land reclamation and plantation.
- ii. The reject/waste generated during the mining operations shall be stacked at earmarked waste

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dump site(s) only. The physical parameters of the waste dumps like height, width and angle of slope shall be governed as per the approved Mining Plan as per the guidelines/circulars issued by DGMS w.r.t. safety in mining operations shall be strictly adhered to maintain the stability of waste dumps.

- iii. The reclamation of waste dump sites shall be done in scientific manner as per the Approved Mining Plan cum Progressive Mine Closure Plan.
- iv. The slope of dumps shall be vegetated in scientific manner with suitable native species to maintain the slope stability, prevent erosion and surface run off. The selection of local species regulates local climatic parameters and help in adaptation of plant species to the microclimate. The gullies formed on slopes should be adequately taken care of as it impacts the overall stability of dumps. The dump mass should be consolidated with the help of dozer/ compactors thereby ensuring proper filling/ leveling of dump mass. In critical areas, use of geo textiles/ geo-membranes / clay liners / Bentonite etc. shall be undertaken for stabilization of the dump.
- v. The Project Proponent shall carry out slope stability study in case the dump height is more than 30 meters. The slope stability report shall be submitted to concerned regional office of MoEF & CC/ RSPCB.
- vi. Catch drains, settling tanks and siltation ponds of appropriate size shall be constructed around the mine working, mineral yards and Top Soil/OB/Waste dumps to prevent run off of water and flow of sediments directly into the water bodies (Nallah/ River/ Pond etc.). The collected water should be utilized for watering the mine area, roads, green belt development, plantation etc. The drains/ sedimentation sumps etc. shall be de-silted regularly, particularly after monsoon season, and maintained properly.
- vii. Check dams of appropriate size, gradient and length shall be constructed around mine pit and OB dumps to prevent storm run-off and sediment flow into adjoining water bodies. A safety margin of 50% shall be kept for designing of sump structures over and above peak rainfall (based on 50 years data) and maximum discharge in the mine and its adjoining area which shall also help in providing adequate retention time period thereby allowing proper settling of sediments/ silt material. The sedimentation pits/ sumps shall be constructed at the corners of the garland drains.
- viii. The top soil, if any, shall temporarily be stored at earmarked site(s) within the mine lease only and should not be kept unutilized for long. The physical parameters of the top soil dumps like height, width and angle of slope shall be governed as per the approved Mining Plan and as per the guidelines framed by DGMS w.r.t. safety in mining operations shall be strictly adhered to maintain the stability of dumps. The topsoil shall be used for land reclamation and plantation purpose.

7. Transportation:

- i. No Transportation of the minerals shall be allowed in case of roads passing through villages/ habitations. In such cases, PP shall construct a 'bypass' road for the purpose of transportation of the minerals leaving an adequate gap (say at least 200 meters) so that the adverse impact of sound and dust along with chances of accidents could be mitigated. All costs resulting from widening and strengthening of existing public road network shall be borne by the PP in consultation with nodal State Govt. Department. Transportation of minerals through road movement in case of existing village/ rural roads shall be allowed in consultation with nodal State Govt. Department only after required strengthening such that the carrying capacity of roads is increased to handle the traffic load. The pollution due to

transportation load on the environment will be effectively controlled and water sprinkling will also be done regularly. Vehicular emissions shall be kept under control and regularly monitored. Project should obtain Pollution Under Control (PUC) certificate for all the vehicles from authorized pollution testing centers.

- ii. The Main haulage road within the mine lease should be provided with a permanent water sprinkling arrangement for dust suppression. Other roads within the mine lease should be wetted regularly with tanker-mounted water sprinkling system. The other areas of dust generation like crushing zone, material transfer points, material yards etc. should invariably be provided with dust suppression arrangements. The air pollution control equipments like bag filters, vacuum suction hoods, dry fogging system etc. shall be installed at Crushers, belt-conveyors and other areas prone to air pollution. The belt conveyor should be fully covered to avoid generation of dust while transportation. PP shall take necessary measures to avoid generation of fugitive dust emissions.

8. Green Belt:

- i. The Project Proponent shall develop greenbelt in 7.5m wide safety zone all along the mine lease boundary as per the guidelines of CPCB in order to arrest pollution emanating from mining operations within the lease. The whole Green belt shall be developed within first 5 years starting from windward side of the active mining area. The development of greenbelt shall be governed as per the EC granted by the Ministry/ SEIAA irrespective of the stipulation made in approved mine plan.
- ii. The Project Proponent shall carryout plantation/ afforestation in backfilled and reclaimed area of mining lease, around water body, along the roadsides, in community areas etc. by planting the native species in consultation with the State Forest Department/ Agriculture Department/ Rural development department/ Tribal Welfare Department/ Gram Panchayat such that only those species be selected which are of use to the local people. The CPCB guidelines in this respect shall also be adhered. The density of the trees should be around 2500 saplings per Hectare. Adequate budgetary provision shall be made for protection and care of trees.
- iii. The Project Proponent shall make necessary alternative arrangements for livestock feed by developing grazing land with a view to compensate those areas which are coming within the mine lease. The development of such grazing land shall be done in consultation with the State Government. In this regard, Project Proponent should essentially implement the directions of the Hon'ble Supreme Court with regard to acquisition of grazing land. The sparse trees on such grazing ground, which provide mid-day shelter from the scorching sun, should be scrupulously guarded/ protected against felling and plantation of such trees should be promoted.
- iv. The Project Proponent shall undertake all precautionary measures for conservation and protection of endangered flora and fauna and Schedule-I species during mining operation. A Wildlife Conservation Plan shall be prepared for the same clearly delineating action to be taken for conservation of flora and fauna. The Plan shall be approved by Chief Wild Life Warden of the State Govt.
- v. And implemented in consultation with the State Forest and Wildlife Department. A copy of Wildlife Conservation Plan and its implementation status (annual) shall be submitted to the Regional Office of the Ministry/ SEIAA.

9. Public hearing and human health issues:

- i. The Project Proponent shall appoint an Occupational Health Specialist for Regular as well as Periodical medical examination of the workers engaged in the mining activities, as per

- the DGMS guidelines. The records shall be maintained properly. PP shall also carryout Occupational health check-ups in respect of workers which are having ailments like nr, diabetes, habitual smoking, etc. The check-ups shall be undertaken once in six months and necessary remedial/ preventive measures be taken. A status report on the same may be sent to MoEF & CC/ SEIAA/ Regional Office and DGMS on half-yearly basis.
- ii. The Project Proponent must demonstrate commitment to work towards 'Zero Harm' from their mining activities and carry out Health Risk Assessment (HRA) for identification workplace hazards and assess their potential risks to health and determine appropriate control measures to protect the health and wellbeing of workers and nearby community. The proponent shall maintain accurate and systematic records of the HRA. The HRA for neighborhood has to focus on Public Health Problems like Malaria, Tuberculosis, HIV, Anaemia, Diarrhoea in children under five, respiratory infections due to bio mass cooking. The proponent shall also create awareness and educate the nearby community and workers for Sanitation, Personal Hygiene, Hand washing, not to defecate in open, Women Health and Hygiene (Providing Sanitary Napkins), hazard of tobacco and alcohol use. The Proponent shall carryout base line HRA for all the category of workers and thereafter every five years.
 - iii. The Proponent shall carry out Occupational health surveillance which be a part of HRA and include Biological Monitoring where practical and feasible, and the tests and investigations relevant to the exposure (e.g. for Dust a X-Ray chest; For Noise Audiometric; for Lead Exposure Blood Lead, For Welders Full Ophthalmologic Assessment; for Manganese Miners a complete Neurological Assessment by a Certified Neurologist, and Manganese (Mn) Estimation in Blood; For Inorganic Chromium- Fortnightly skin inspection of hands and forearms by a responsible person. Except routine tests all tests would be carried out in a Lab accredited by NABH. Records of Health Surveillance must be kept for 30 years, including the results of and the records of Physical examination and tests. The record of exposure due to materials like Asbestos. Hard Rock Mining, Silica, Gold, Kaolin, Aluminium. Iron, Manganese, Chromium, Lead, Uranium need to be handed over to the Mining Department of the State in case the life of the mine is less than 30 years. It would be obligatory for the State Mines Departments to make arrangements for the safe and secure storage of the records including X-Ray. Only conventional X-Ray will be accepted for record purposes and not the digital one). X-Ray must meet ILO criteria (17 x14 inches and of good quality).
 - iv. The Proponent shall maintained a record of performance indicators for workers which includes (a) there should not be a significant decline in their Body Mass Index and it should stay between 18.5 -24.9, (b) the Final Chest X-Ray compared with the base line X-Ray should not show any capacities ,(c) At the end of their leaving job there should be no Diminution in their Lung Functions Forced Expiratory Volume in one second (FEV1), Forced Vital Capacity (FVC), and the ratio) unless they are smokers which has to be adjusted, and the effect of age, (d) their hearing should not be affected. As a proof an Audiogram (first and last need to be presented), (e) they should not have developed any Persistent Back Pain, Neck Pain, and the movement of their Hip, Knee and other joints should have normal range of movement, (f) they should not have suffered loss of any body part. The record of the same should be submitted to the Regional Office, MoEF & CC/ SEIAA annually along with details of the relief and compensation paid to workers having above indications.
 - v. The Project Proponent shall ensure that Personnel working in dusty areas should wear

- protective respiratory devices and they should also be provided with adequate training and information on safety and health aspects.
- vi. Project Proponent shall make provision for the housing for workers/labors or shall construct labor camps within/outside (company owned land) with necessary basic infrastructure/ facilities like fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, creche for kids etc. The housing may be provided in the form of temporary structures which can be removed after the completion of the project related infrastructure. The domestic waste water should be treated with STP in order to avoid contamination of underground water.
 - vii. The activities proposed in Action plan prepared for addressing the issues raised during the Public Hearing shall be completed as per the budgetary provisions mentioned in the Action Plan and within the stipulated time frame. The Status Report on implementation of Action Plan shall be submitted to the concerned Regional Office of the Ministry along with District Administration.

10. Miscellaneous:

- i. The Project Proponent shall prepare digital map (land use & land cover) of the entire lease area once in five years purpose of monitoring land use pattern and submit a report to concerned Regional Office of the MoEF & CC/ SEIAA/SPCB.
- ii. The Project Authorities should inform to the SEIAA/Regional Office regarding date of financial closures and final approval of the project by the concerned authorities and the date of start of land development work.
- iii. The Project Proponent shall submit six monthly compliance reports on the status of the implementation of the stipulated environmental safeguards to the MOEFCC & its concerned Regional Office, Central Pollution Control Board and State Pollution Control Board.
- iv. A separate 'Environmental Management Cell' with suitable qualified manpower should be set-up under the control of a Senior Executive. The Senior Executive shall directly report to Head of the Organization. Adequate number of qualified Environmental Scientists and Mining Engineers shall be appointed and submit a report to RO, MoEF & CC/ SEIAA/ SPCB.
- v. The MoEF & CC/ SEIAA/ SPCB shall randomly monitor compliance of the stipulated conditions. The project authorities should extend full cooperation to the MoEF & CC/ SEIAA/ SPCB officer(s) by furnishing the requisite data / information / monitoring reports.
- vi. Project Proponent shall keep the funds earmarked for environmental protection measures in a separate account and refrain from diverting the same for other purposes. The Year wise expenditure of such funds should be reported to the MoEF & CC/ SEIAA/ SPCB and its concerned Regional Office.

Additional conditions recommended in view of OM dated 08.08.2019 of the MoEF & CC (applicable where the project falls within a distance of 10 Km from the boundary of National Park/ Wildlife Sanctuary and outside notified ESZ):

1. The mining activity should be carried out in a manner so that the water regime/system of the sanctuary is not disturbed. The mining activity should not adversely affect any existing water course, water body, catchment etc. The PP shall while carrying out mining activity ensure compliance of the provisions of Air (Prevention and Control of Pollution) Act 1981, Water (Prevention and Control of Pollution) Act 1974 and the Environment (Protection) Act, 1986 so that the wildlife in the area is not adversely affected.

2. The processes like blasting, drilling, excavation, transport and haulage resulting into noise, should be carried out in such an manner so that such activities do not disturb wild animals and birds particularly during sunset to sunrise. The level of noise should be kept within the permissible limits.
3. The mining activity should not create any obstacle in the way of free movement of wildlife and adversely affect wildlife corridors.
4. The mineral waste/ slurry should be dumped only at the designated places only and such waste dumps should be reclaimed in accordance with the conditions of the mining plan/ consent issued by the RSPCB under the Water and Air act.
5. The PP shall cooperate with the concerned DCF, Wildlife in their efforts towards protection and conservation of wildlife in the Sanctuary/ Park.
6. The PP shall ensure that the transporter and labor employed by him should not damage flora and fauna in the ESZ and the Wildlife Sanctuary/ National Park.

Specific Conditions applicable, in the cases of violation in terms of the Notification dated 14.3.2017 and 8.3.2018 and OMs dated 30.5.2018, 4.7.2018 of the MoEF&CC :

1. The PP shall give an undertaking by way of affidavit to comply with all the statutory requirements and judgment of the Hon'ble Supreme Court dated 02.08.2017 in the matter of Writ Petition (Civil) No. 114 of 2014, Common Cause V/s Union of India & others before grant of ToR/EC. The undertaking inter-alia include commitment of the PP not to be repeat any such violation in future.
2. In case of violation of above undertaking/ affidavit, the ToR/EC shall be liable to be terminated forthwith.
3. The environmental clearance will not be operational, till such time the Project Proponent complies with all the statutory requirements and judgment of the Hon'ble Supreme Court dated 02.08.2017 in the matter of Writ Petition (Civil) No. 114 of 2014, Common Cause V/s Union of India & others.
4. The department of Mines & Geology shall ensure that the mining operations shall not commence till the entire compensation levied, if any, for illegal mining, is paid, by the Project Proponent through the Department of Mines and Geology, in strict compliance of the judgment of the Hon'ble Supreme Court dated 02.08.2017 in the matter of Writ Petition (Civil) No. 114 of 2014, Common Cause V/s Union of India & others.

ADDITIONAL CONDITIONS:

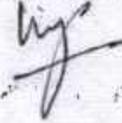
The PP shall conduct the vibration study from CIMFR or any other recognized institution of repute which is approved for carrying out such types of study before the commencement of project and submit its report along with mitigation measures to State Board (at the time of consent) and IRO, MoEF&CC with compliance report of EC conditions.

The mining activities are in Mining Plan therefore project proponent shall ensure that required permission of DGMS for blasting be obtained, taking into account the number of blasts, timing of blasts, mechanism of blasts, strength of blasts with in a finite time duration, for the project. The project proponent shall ensure that blasting shall be limited to the minimum possible extent and that the blasting shall not impact the nearby structures, sensitive areas and the human habitat.

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GENERAL CONDITIONS

1. That the grant of this E.C. is issued from the environmental angle only, and does not absolve the project **Proponent** from the other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility, to comply with the conditions laid down in all other laws for the time-being in force, rests with the industry / unit / project **Proponent**. Any appeal against this environmental 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.
2. No further expansion or modifications in the project shall be carried out without prior approval of the SEIAA/Ministry of Environment and Forests as the case may be. In case of deviations or alterations in the project proposal from those submitted to this Authority for clearance, a fresh reference shall be made to the Authority to assess the adequacy of conditions imposed and to add additional environmental protection measures required, if any.
3. The implementation of the project vis-à-vis environmental action plans shall be monitored by MoEF Regional Office at Lucknow / RSPCB / CPCB / SEIAA, Department of Environment, Government of Rajasthan, Jaipur and this office. A six monthly compliance status report shall be submitted to monitoring agencies.
4. The EC is liable to be rejected, in case it is found that the PP has deliberately concealed and furnished false and misleading information or data which is material to screening or scoping or appraisal or decision on the application for EC.
5. The project authorities shall inform the MoEF Regional Office at Lucknow / RSPCB / CPCB / SEIAA, Department of Environment, Government of Rajasthan, Jaipur and the date of financial closure and final approval of the project by the concerned authorities and the date of start of the project.
6. Officials from the Department of Environment, Government of Rajasthan, Jaipur/ Regional Office of MoEF, Lucknow, RSPCB who would be monitoring the implementation of Environmental safeguards should be given full cooperation, facilities and documents/data by the project **Proponents** during their inspection. A complete set of all the documents submitted to SEIAA should be forwarded to the CCF, Regional Office of MoEF, Lucknow / SEIAA, Department of Environment, Government of Rajasthan, Jaipur / RSPCB.
7. The Authority reserves the right to add additional safeguard measures subsequently, if found necessary, and to take action including revoking of the environment clearance under the provision of the Environment (Protection) Act, 1986, to ensure effective implementation of the suggested safeguard measures in a time bound and satisfactory manner.
8. The project **Proponent** should 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 Rajasthan State Pollution Control Board and may also be seen on the website of the RSPCB. The advertisement should be made within 7 days from the day of issue of the clearance letter

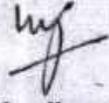


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- and a copy of the same should be forwarded to the Regional Office of MoEF at Lucknow/Department of Ecology and Environment, Government of Rajasthan, Jaipur.
9. The above condition shall be enforced among others under the provisions of water (Prevention 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, along with their amendments and rules.
 10. The PP shall obtain prior clearance from forestry and wild life angle including clearance from standing committee of National Board of Wild Life (if applicable). It is further categorically stated that grant of EC does not necessary imply that Forestry and Wild Life clearance shall be granted to the project and that proposals for forestry and wild life clearance will be considered by the respective authorities on their merits and decision taken. The investment made in the project, if any based on EC so granted, in anticipation of clearance from Forestry and Wild Life angle shall be entirely at the cost risk of the PP and MOEF/SEIAA shall not be responsible in this regard in any manner.
 11. The SEIAA, Rajasthan may revoke or suspend the clearance, if implementation of any of the above conditions is not satisfactory.
 12. Main haulage road should be provided with permanent water sprinklers and other roads should be regularly wetted with water tankers fitted with sprinklers. The material transfer points should invariably be provided with Bag filters and or dry fogging system. In case of Belt- conveyors facilities the system should be fully covered to avoid air borne dust; Use of effective sprinkler system to suppress fugitive dust on haul roads and other transport roads shall be ensured.
 13. Periodic monitoring of ambient air quality shall be carried out for PM10, PM2.5, SPM, SO2 and NOx monitoring. Location of the stations (minimum 6) shall be decided based on the meteorological data, topographical features and environmentally and ecologically sensitive targets and frequency of monitoring shall be decided in consultation with the Rajasthan State pollution Control Board (RPCB). Six monthly reports of the data so collected shall be regularly submitted to the RPCB/CPCB including the MoEF, Regional office, Lucknow.
 14. Personnel working in dusty areas shall wear protective respiratory devices they shall also be provided with adequate training and information on safety and health aspects.
 15. The ambient noise level should conform to the standards prescribed under E (P) A Rules, 1986 viz 75 dB (A) during day time and 70 dB (A) during night time.
 16. The PP shall submit an environmental statement for the financial year ending 31st March in Form-V as prescribed under the environment (Protection) Rules, 1986, as amended subsequently on or before the 30th day of September every year, to the Rajasthan State Pollution Control Board/SEIAA and shall also be put on the website of the company along with the status of compliance of environmental clearance conditions and shall also be sent to the Lucknow Regional offices of MoEF/SEIAA by e-mail as well as hard copy duly signed by competent person of company.
 17. The Mining Department will ensure that while executing the mining lease, if the mining lease forms a cluster of total area of more than 5.0 ha, in accordance with EIA notification dated 15.01.2016 and 01.07.2016, then such mining lease will be executed / registered only after public

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hearing has taken place for the entire cluster and there has been EIA/EMP study of the whole cluster. The Mining Department will further ensure that revised EC is also obtained by such mining lease holder (s) in the cluster.

18. The Mining lease holder shall, after ceasing mining operations, undertake re-grassing the mining area and any other area which may have been disturbed due to his mining activities and restored the land to a condition which is fit for growth of fodder, flora, fauna etc.
19. This EC is being issued on the condition that the applied area is at a distance of more than 50 metres from the boundary of the closest forest area as stated by project proponent in Form I.

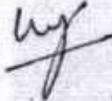


(P.K. Upadhyay)
Member Secretary,
SEIAA, Rajasthan.

No. F1 (4)/SEIAA/SEAC-Raj/Sectt/Project/Cat. 1(a)B1(20701)/2021-22 Jaipur, Dated:

Copy to following for information and necessary action:

1. Deputy Director, Integrated Regional Office, Jaipur, Ministry of Environment, Forest & Climate Change, Govt. of India, A- 209 & 218, ARANYA BHAWAN, Mahatma Gandhi Road, Jhalana Institutional Area, Jaipur - 304002 (Raj.).
2. Principal Secretary, Environment Department, Rajasthan, Jaipur.
3. Sh. Rajeeva Swarup, IAS (Retd.), Chairman, SEIAA, Room No. 101, Aravalli Bhawan, Jhalana Institutional Area, Jaipur.
4. Dr. Suresh Chandra, IFS (Retd.), Member, SEIAA, Room No. 103, Aravalli Bhawan, Jhalana Institutional Area, Jaipur.
5. Member Secretary, Rajasthan State Pollution Control Board, Jaipur for information & necessary action and to display this sanction on the website of the Rajasthan Pollution Control Board, Jaipur.
6. Member Secretary, SEAC Rajasthan.
7. Environment Management Plan- Division, Monitoring Cell, Environment, Forest & Climate Change, Govt. of India, Indira Paryavaran Bhawan, Jor Bagh Road, Aliganj, New Delhi-110003.
8. Director, Department of Mine & Geology, Court Chorha, Udaipur.
9. I.A., SEIAA, Jaipur with the direction to upload the copy of this Environment Clearance on the website.



M.S. SEIAA, (Rajasthan)

Signature Not Verified

Digitally signed by Sh. P.K.
Upadhyay
Member Secretary
Date: 9/23/2022 9:44:23 PM
Page 21 of 21



Project Name:	Iron Ore Mining Project, (M.L. No. 10/98)	Single Window Number:	SW/198814/2024
State:	RAJASTHAN	Proposal Number:	SIA/RJ/MIN/488165/2024
Submission Date:	22/07/2024	Current Status:	Under Verification

CAP

Form 7

Application for Transfer of EC- Form-7

Basic Details

1. Details of Project	
1.1. Proposal No.	254435
1.2. Name of the Project	Iron Ore Mining Project, (M.L. No. 10/98)
2. Details of the Company/Organization/User Agency	
2.1. Application filled by	Transferee
2.2. Whether the change of ownership is involved?	Yes
2.3. Transferor (Holder of earlier EC)	
2.3.1. Name of the Company / Organization/User agency	M/S Nilkanth Concast Pvt. Ltd
2.4. Registered address	
2.4.1. Door/ House No, Street Number and Name	Front of Jhanda Chauk, Moji Furniture, Gandhidham, Kutch, Gujarat
2.4.2. Village /Town / City	Gandhidham
2.4.3. State	GUJARAT
2.4.4. District	KACHCHH
2.4.5. Pin Code	370201
2.4.6. Landmarks	N/A
2.4.7. E-mail address	tradelinkmah@gmail.com
2.4.8. Landline Number	N/A
2.4.9. Mobile number	9825233337
2.5. Legal Status of the Company/ Organisation / User Agency	
	Private Limited
3. Transferee (To whom the transfer of EC is being sought)	
3.1. Name of the Company / Organization/User agency	MAHI TRADELINK

Note: If the User Agency/ Individual name does not exist then kindly register

3.2. Registered Address	
3.2.1. Door/ House No, Street Number and Name	Plot no 320, Ward 12-C, Ulashah Nagar, Gandhidham, kachchh
3.2.2. Village /Town / City	Gandhidham
3.2.3. State	GUJARAT

3.2.3. State GUJARAT

3.2.4. District KACHCHH

3.2.5. Pin Code 370201

3.2.6. Landmarks N/A

3.2.7. e-mail address tradelinkmahj@gmail.com

3.2.8. Landline Number N/A

3.2.9. Mobile number 9825233337

3.3. Legal Status of the Company / Organisation / User Agency Trust/NGO/Partnership

4. Details of the person making application

4.1. Name of the applicant NIRAV PRADIPBHAI MEHTA

4.2. Designation PARTNER

4.3. Correspondence Address

4.3.1. Door/ House No, Street Number and Name Plot no 320, Ward 12-C, Lilashah Nagar, Gandhidham , kachchh

4.3.2. Village /Town / City Gandhidham

4.3.3. State GUJARAT

4.3.4. District KACHCHH

4.3.5. Pin Code 370201

4.3.6. Landmarks N/A

4.3.7. e-mail address tradelinkmahj@gmail.com

4.3.8. Landline Number N/A

4.3.9. Mobile number 9825233337

5. Location of the Project or Activity

5.1. Upload KML neelkanth kml.kml

Toposheet No.	State/UT	District	Sub District	Village	Plot/Survey/Khasra No.
G43D9	RAJASTHAN	Jhunjhunun	Udaipurwati	MANAKSHA	

5.2. Remarks N/A

Project Details

5. Category of the Project/Activity

5 Whether multiple items (Components) as per the notification involved in the proposal? No

5.1.1. Item No. as per schedule to EIA Notification, 2006 N/A

5.1.2. Capacity N/A N/A

6. Category of the project as per EIA Notification, 2006 B1

7. Details of Prior environmental clearance

7.1. MoEF&CC / SEIAA,File No. 16421

7.2. Date of issue of Prior environmental clearance 23-09-2022

7.3. Copy of EC letter ec.pdf

7. Whether any amendment/corrigendum/transfer to the earlier
4. EC has been obtained?

No

7 Brief note on the chronology of the clearances and subsequent
amendments/corrigendum/transfers, if any.

brief note on chronology.pdf

5

Activity Details

7. Status of Implementation of Project or Activity

7.1. Status of Implementation of Project or Activity?

Project is operational for complete components/units envisaged in the EC

7.1.1 Reference Number of latest Consent obtained from
SPCB/UTPCC

F(Mines)/Jhunjhunu(udaipw)/44(1)/2009-2010/533-544

7.1.2. Date of latest consent issued

31-10-2022

7.1.3. Validity of latest consent (valid up to)

30-11-2027

7.1.4. Upload copy of latest consent order

cto.pdf

Enclosures

8. Documents to be attached

8.1. No Objection from the transferor

annexure i_noc from transferor.pdf

8.2. Undertaking by transferee stating regarding acceptance of the terms and conditions under which the Prior Environment Clearance was granted.

annexure ii_undertaking of transferee 2.pdf

8.3 Copy of Transfer of the firm from competent authority was granted.

lease doc.pdf

9. Additional Information

S. No.

Document Name

Remark

Document

10. Undertaking

10.1. I hereby give undertaking that the data and information given in the application and enclosures are true to be best of my knowledge and belief and I am aware that if any part of the data and information is found to be false or misleading at any stage, the project will be rejected and clearance given if any to the project will be revoked at our risk and cost. In addition to the above, I hereby give undertaking that no activity/construction/expansion has been taken up

10.2. Name of the person making application

NIRAV PRADIPSHAI MEHTA

10.3. Designation

PARTNER

10.4. Company

MAHI TRADELINK

10.5. Address

Plot no 320, Ward 12-C, Liloshah Nagar, Gandhidham, kachchh

10.6. Date

22/07/2024



Rajasthan State Pollution Control Board
 CP 1-90, Automobile Service Sector, RH-2, RICO, Jhunjhnu
 Phone: 01592-295461 Fax: 01592-295461

106



Registered

File No **F(Mines)/Jhunjhnu(Udaipurwati)/44(1)/2009-2010/533-534**

Order No **2022-2023/Jhunjhnu/94**

Date: **31/10/2022**

Unit Id : **8,265**

M/s Neelkanth Concast Private Limited(Old Name Bajarang Kumar Bansal)

V.P.O.-Maonda, Maonda

Tehsil : Neem Ka Thana District : Sikar

Sub: Grant of Consent to Operate under Section 21(4) of Air (Prevention & Control of Pollution) Act, 1981 for your **Major Mineral** Mine at near **Village-Bagoli, Tehsil-Udaipurwati, District- Jhunjhnu (M.L.No-10/98)**.

Ref: (i) Your application dated 28/09/2022
 (ii) Received on 28/09/2022
 (iii) Received at Head office on 27/09/2022

Sir,

In view of the details submitted vide your above referred application/ documents, the **Consent to Operate** under Section 21(4) of Air (Prevention & Control of Pollution) Act,1981 is hereby granted for carrying mining activities. This consent is subject to the following stipulations:-

1 That this consent is being granted in favour of **M/s. Neelkanth Concast Private Limited(Old Name Bajarang Kumar Bansal)**, a Mine of **Major Mineral** having **M.L.No-10/98** in an area measuring **4.9450 Hectares** at/near **Village-Bagoli, Tehsil-Udaipurwati, District-Jhunjhnu.**

2 That this consent is valid for a period from **31/10/2022** to **30/09/2027**

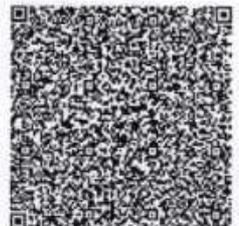
3 That this consent is valid for following mining activities :-

Mineral	Permitted Mining Capacity
1 IRON ORE	150700.0000 TPA

4 That the project proponent will comply with the Standard as prescribed vide the Ministry of Environment, Forest and Climate Change notification no. GSR 826(E) dated 16th November, 2009 with respect to National Ambient Air Quality standards.

Signature valid

Digitally signed by Deepak
 Dhanelwal
 Date: 2022.11.01 10:56:51 IST
 Reason: Self Attested
 Location:





Rajasthan State Pollution Control Board
 CP 1-90, Automobile Service Sector, RH-2, RIICO, Jhunjhnu
 Phone: 01592-295461 Fax: 01592-295461

Registered

File No F(Mines)/Jhunjhnu(Udaipurwati)/44(1)/2009-2010/533-534

Order No 2022-2023/Jhunjhnu/94

Date: 31/10/2022

Unit Id : 8,265

- 5 That this consent to establish/consent to operate is only for carrying out mining of mineral/ore and not for any processing/beneficiation or crushing/grinding of ore/mineral for which a separate application for consent to establish and/or consent to operate should be submitted. The project proponent is required to obtain separate consent to establish and consent to operate for carrying out mining of other minerals(s), if any or processing/beneficiation of such mineral(s) and for any addition/modification/alteration or change in process.
- 6 That this consent to operate is being issued for mining activity with a production capacity of 1,50,700 TPA.
- 7 That unit shall not exceed production capacity 150700 TPA without prior Environment Clearance & comply with the MOEF, GOI notification dated 09-09-2013.
- 8 That the occupier/operator of the mine shall ensure that all the conditions imposed in the Environmental Clearance granted by the SEIAA, Jaipur vide letter no. SEIAA vide letter no.F1(4)/SEIAA/SEAC-Raj/Sectt/Project/Cat.1(a)B1(20701)2021-22 dated 23.09.2022 shall be strictly complied with.
- 9 That lessee shall not extract the mineral more than the quantity mentioned in the approved mining plan and also not extract the mineral without prior obtaining consent to operate from the Board.
- 10 That the lessee shall develop plantation in at least 33% of the total lease area to maintain Ambient Air Quality around the mine and the action plan for plantation (as per the mining plan/eco-friendly mining plan) shall be implemented.
- 11 That the lessee should check the water channels in the mining lease area clear/clean them before the rains start. Water should flow in its natural path and there should be no obstruction created by way of mining activities.
- 12 If diversion of water channels becomes necessary due to the availability of mineral in the lease area at a particular location only, new drains following the contours be constructed by the lessee, so that water flows unobstructed to main water bodies/ponds/tanks/natural reservoirs.
- 13 That this consent is being issued with the condition that PP will install a minimum of 3 online ambient air quality monitoring stations within 6 months from the date of issuance of this consent, in compliance with the terms and conditions specified for Air Quality Monitoring and Preservation specified in the Environment Clearance mentioned previously.

Signature valid

Digitally signed by Deepak
 Dhanelwal
 Date: 2022.11.01 10:56:51 IST
 Reason: Self Attested
 Location:





Rajasthan State Pollution Control Board
 CP 1-90, Automobile Service Sector, RH-2, RIICO, Jhunjhnu
 Phone: 01592-295461 Fax: 01592-295461

Registered

File No , F(Mines)/Jhunjhnu(Udaipurwati)/44(1)/2009-2010/533-534

Order No 2022-2023/Jhunjhnu/94

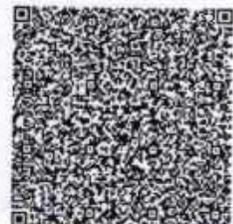
Date: 31/10/2022

Unit Id : 8,265

- 14 The overburden should not be dumped in such a manner that it flows with water in the nearby tanks, reservoirs, and ponds etc. the lessee should dump the overburden in such a manner that it does not get washed away to the nearby water tanks and lakes etc. during the rainy season.
- 15 That grant of consent shall not absolve the project proponent from making compliance of other statutory obligations prescribed under any other law or directions of courts or any other instrument for the time being in force.
- 16 That this Consent period shall be coterminous with the validity of mining lease.
- 17 That all other general conditions, enclosed as Annexure shall be strictly complied with.
- 18 That this Consent is subject to the conditions as stated above and general conditions as stated in Annexure. Further, the mining unit will comply with the provisions of the Air (Prevention & Control of Pollution) Act, 1981 and any such conditions as may be specified from time to time by the State Board under the provisions of the aforesaid Act.
- 19 That the grant of this Consent to Operate is issued from the environmental angle only, and does not absolve the project proponent from the other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility, to comply with the conditions laid down in all other laws for the time-being in force, rests with the industry/ unit/ project proponent.
- 20 That the grant of this Consent to Operate shall not, in any way, adversely affect or jeopardize the legal proceedings, if any, instituted in the past or that could be instituted against you by the State Board for violation of the provisions of the Act or the Rules made thereunder.
- 21 That the grant of this consent to establish/operate is issued from the environmental angle only, and does not absolve the project proponent from the other statutory obligations prescribed under any other law or any other legal instrument in force. The sole and complete responsibility, to comply with the conditons laid down in all other laws for the time-being in force, rests with the industry/unit/project proponent.

Signature valid

Digitally signed by Deepak
 Dhanejwal
 Date: 2022.11.01 10:56:51 IST
 Reason: SelfAttested
 Location:





Rajasthan State Pollution Control Board
CP 1-90, Automobile Service Sector, RH-2, RIICO, Jhunjhnu
Phone: 01592-295461 Fax: 01592-295461

Registered

File No F(Mines)/Jhunjhnu(Udaipurwati)/44(1)/2009-2010/533-534

Order No 2022-2023/Jhunjhnu/94

Date: 31/10/2022

Unit Id : 8,265

Encl: As Above

Yours sincerely,

Regional Officer

(A) Copy To:-

1 Master File.

Regional Officer

Signature valid

Digitally signed by Deepak
Dhanetwal
Date: 2022.11.01 10:56:51 IST
Reason: Self Attested
Location:



संयुक्त मौका निरीक्षण रिपोर्ट

आज दिनांक 23.7.2024 को माननीय नेशनल ग्रीन ट्रिब्यूनल (NGT) सेन्ट्रल ज़ोन, भोपाल के आदेशों की अनुपालना में गठित संयुक्त कमेटी द्वारा दिये गये निर्देशों के अनुसार टॉपोग्राफिकल-मॉनिकर्सिंग व खनन कार्य दिशक-1, खनिज विभाग द्वारा खनन पट्टा सं० 10/1998 के पास स्थित धरो की डूरी का मापन किया गया, जिसका विवरण निम्नानुसार है।

1. खनन पट्टा के स्वीकृत क्षेत्र के चारों सीमा स्तम्भ (मुयाम) निर्धारित आकार के सही स्थान पर पक्के बने हुए पाये गये।
2. खनन पट्टा की A-D सीमा रेखा से श्री महेन्द्र कुमार गुर्जर का धर 35 मीटर की डूरी पर स्थित है।
3. खनन पट्टा की A-B सीमा रेखा से श्री फूलाराम अहीर का धर 35 मीटर की डूरी पर स्थित है।
4. खनन पट्टा की A-B सीमा रेखा से श्री मति परमेश्वरी देवी का धर 150 मीटर की डूरी पर स्थित है।
5. खनन पट्टा की A-B सीमा रेखा से पूर्व दिशा की तरफ एक छोटा मंदिर 30 मीटर की डूरी पर स्थित है।
6. खनन पट्टा की C-D सीमा रेखा से पश्चिम दिशा में श्री मंगल चन्द का धर 220 मीटर की डूरी पर स्थित है।
7. खनन पट्टा के C पीलर (मुयाम) से श्री शंकर लाल सैनी का धर 82 मीटर की डूरी पर स्थित है।

23/07/2024
 संयुक्त कमेटी

खिवांग
 (खनिज पारिषद)
 JMF/23-07-24

23-7-2024
 (Ram Lal Singh)
 M.E, Jhpanihparay

मौके पर ML No 10198 के पास में स्थित बरों का विवरण एवं गवाहन बयान

① श्री महेन्द्र कुमार S/O श्री मूलाराम जी गुर्जर का घर जो कि उत्तर दिशा में 35मी.दूरी पर स्थित है। मौके पर महेन्द्र कुमार ने बताया कि इन्होंने मार्च 2024 में नया मकान बनाया। इन्होंने बताया कि मकान में दरार आई हुई है, नन माइन्स चलती है जो घर में मिट्टी आती है और इन्होंने बताया की अभी माइन्स अर्थेल माद के अन्त से बंद है।

महेन्द्र कुमार
9928195965

② श्री बहादुर सिंह S/O स्वामी सुखदेव जी साई का घर जो कि पश्चिम दिशा में 250मी.दूरी पर स्थित है। इन्होंने बताया की पिछले दो वर्ष से माइन्स में कलाचिक से कोई परेशानी नहीं होती है व पता भी नहीं चलता। माइन्स से कोई भी मिट्टी नहीं आती है।

बहादुर सिंह
9784334391
बहादुर सिंह

③ श्री मंगलचन्द S/O श्री मूलाराम जी सैनी का घर जो कि पश्चिम दिशा में 220मी.दूरी पर स्थित है। मौके पर इन्होंने बताया कि Blasting एवं खनन कार्य से इनके घर पर कोई परेशानी नहीं है। Blasting का समय 1 से 2 बजे के बिच में होती है।

मंगलचन्द
9602958083
मंगलचन्द (होम)

④ श्रीमती परमेश्वरी देवी पत्नी श्री मोतीलाल जी साई का घर जो कि पश्चिम दिशा में 150मी.दूरी पर स्थित है। मौके पर इन्होंने बताया कि Blasting दोपहर के समय होती है एवं खनन कार्य से मिट्टी नहीं आती है। Blasting होते वकत पूरे मकान में कंपन होता है जिससे घर में दरारें आ गई हैं।

दस्तावेज करने से
मना किया।

⑤ श्री फूलाराम जी s/o स्वामी हरिनारायण आदीर का घर पूर्व दिशा में 35 मीटर (2) पर स्थित है। इन्हीं बताया कि Blasting का समय दोपहर 1 से 2 के बीच का है। Active Pit के पास में स्थित बुरों में सबसे बजती है। इन्हीं बताया की mines से कोई फलपर नहीं आते हैं। मिट्टी भी खननकार्य से नहीं आती है। इन्हीं बताया कि मेरी उम्र 70 वर्ष के लगभग है मेरे को कोई भी काम की शिकायत नहीं है।

फूलाराम राव

8764614469

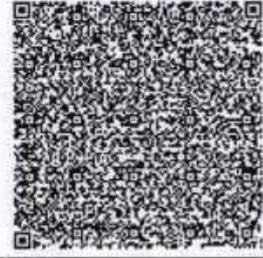
फूलाराम राव

114

TAX INVOICE

(ORIGINAL FOR RECIPIENT)

e-Invoice



IRN : a5c4b3f84a30e489db13a11e9962fd896e00d1a343f87-e3a188b92ced27f974d
Ack No. : 172415085976544
Ack Date : 30-May-24

Table with 2 columns: Vision World Tech Pvt. Ltd. (from 1-Apr-2022) details and Invoice No. e-Way Bill No. Dated 30-May-24, Delivery Note, Mode/Terms of Payment, Reference No. & Date, Other References, Buyer's Order No., Dated, Dispatch Doc No., Delivery Note Date, Dispatched through, Destination, Terms of Delivery.

Main table with 8 columns: SI No., Description of Goods, HSN/SAC, GST Rate, Quantity, Rate, per, Amount. Row 1: Ambient Air Quality Monitoring System, SOX, NOX, PM 10 PM 2.5, 902750, 18%, 3 PCS, 1,80,000.00, PCS, 5,40,000.00. Tax amounts: CGST 48,600.00, SGST 48,600.00. Total: 3 PCS, ₹ 6,37,200.00.

Amount Chargeable (in words) INR Six Lakh Thirty Seven Thousand Two Hundred Only E. & O.E

Summary table with 7 columns: HSN/SAC, Taxable Value, Rate, CGST Amount, SGST/UTGST Rate, SGST/UTGST Amount, Total Tax Amount. Total: 5,40,000.00, 9%, 48,600.00, 9%, 48,600.00, 97,200.00.

Tax Amount (in words) : INR Ninety Seven Thousand Two Hundred Only Company's PAN : AADCV7696P2

Declaration: Terms & conditions: Payment Should Be Made By A/c Payee Cheque or D.D. In Our Favour. No Responsibility For Loss/ Breakage is Unbroken During Transit By Us. Warranty Only For Mfg. Defect.No Warranty Against Burn/ Physical Damage. Company's Bank Details: ICICI BANK JPR, A/c No. : 023505500446, Branch & IFS Code: JAIPUR-VAISHALI NAGAR & ICIC0000235 for Vision World Tech Pvt. Ltd.- (from 1-Apr-2022)

Good Once Sold Not Be Taken Back/ Exchanged Interest Will Be Charge@24% After 7 Days * Cheque Bouncing Charge Rs. 500/- Every Time Authorised Signatory

SUBJECT TO JAIPUR JURISDICTION This is a Computer Generated Invoice

TAX INVOICE

(DUPLICATE FOR TRANSPORTER)

e-Invoice



IRN : a5c4b3f84a30e489db13a11e9962fd896e00d1a343f87-e3a188b92ced27f974d
 Ack No. : 172415085976544
 Ack Date : 30-May-24

 Vision World Tech Pvt. Ltd. (from 1-Apr-2022) A-15 Jai Ambey Nagar, Tonk Road Jaipur, Rajasthan GSTIN/UIN: 08AADCV7696P2Z6 State Name : Rajasthan, Code : 08 E-Mail : admin@visionworldtech.com	Invoice No.	e-Way Bill No.	Dated
	GST-2024-25-0410		30-May-24
	Delivery Note	Mode/Terms of Payment	
	Reference No. & Date.	Other References	
Buyer (Bill to)	Buyer's Order No.	Dated	
MAHI TRADELINK KHASARA NO 957, NO, BAGOLI, Ramnagar, Jhunjhunu, Rajasthan, 333801 GSTIN/UIN : 08AAPFM7892K1ZA State Name : Rajasthan, Code : 08 Place of Supply : Rajasthan	Dispatch Doc No.	Delivery Note Date	
	Dispatched through	Destination	
	Terms of Delivery		

SI No.	Description of Goods	HSN/SAC	GST Rate	Quantity	Rate	per	Amount
1	Ambient Air Quality Monitoring System SOX NOX PM 10 PM 2.5	902750	18 %	3 PCS.	1,80,000.00	PCS.	5,40,000.00
							CGST 48,600.00
							SGST 48,600.00
	Total			3 PCS.			₹ 6,37,200.00

Amount Chargeable (in words) **INR Six Lakh Thirty Seven Thousand Two Hundred Only** E. & O.E

HSN/SAC	Taxable Value	CGST		SGST/UTGST		Total Tax Amount
		Rate	Amount	Rate	Amount	
902750	5,40,000.00	9%	48,600.00	9%	48,600.00	97,200.00
Total	5,40,000.00		48,600.00		48,600.00	97,200.00

Tax Amount (in words) : **INR Ninety Seven Thousand Two Hundred Only**
 Company's PAN : **AADCV7696P2**

Declaration Terms & conditions : Payment Should Be Made By A/c Payee Cheque or D/D. In Our Favour No Responsibility For Loss/ Breakage is Unbroken During Transit By Us Warranty Only For Mfg. Defect.No Warranty Against Burn/ Physical Damage <small>Goods Once Sold Not To Be Taken Back/ Exchanged Interest Will Be Charge@24% After 7 Days Cheque Bouncing Charge Rs. 500/- Every Time</small>	Company's Bank Details Bank Name : ICICI BANK JPR A/c No. : 023505500446 Branch & IFS Code : JAIPUR-VAISHALI NAGAR & ICIC0000235 for Vision World Tech Pvt. Ltd.- (from 1-Apr-2022)
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Authorised Signatory
 SUBJECT TO JAIPUR JURISDICTION
 This is a Computer Generated Invoice

PARIDHI ENVIRONMENT CONSULTING INDIA PVT. LTD.

F-272, BLOCK-F, VAISHALI NAGAR, JAIPUR, RAJ. - 302021

Ph.: 9413621740, Email: paridhienvironmentconsulting@gmail.com

CIN: U74999RJ2021PTC078151, PAN: AAMCP4659D

GSTIN.08AAMCP4659D1Z4, ARN-AA0808224513843

TAX INVOICE

Invoice No: 2023-24/021

Invoice date: 10/04/2024

Name: NILKANTH CONCAST PRIVATE LIMITED,

GST IN: 24AABCN8500A1Z5

ADRESS: AT VILLAGE BAGHOLI, OFFICE ADRESS: NILKANTH HOUSE', First Floor, 403, Ward-6C, Opposite Om Cineplex, Adipur, Kutch-Gujarat-370205

S. No.	Invoice Particulars	HSN/SAC	Qty.	Rate	Amount	Total Value
1	PLANTATION OF GREEN PLANTS IN MINES LEASE SITE IN VILLAGE BAGHOLI	9988	501	175	87675	87675
					CGST-9%	0
					SGST-9%	0
Total INVOICE AMOUNT						87675
EIGHTY SEVEN THOUSAND SIX HUNDRED SEVENTY FIVE ONLY						
BANK DETAILS						For PARIDHI ENVIRONMENT CONSULTING INDIA PVT
Bank: IDFC FIRST BANK						
Ac.No.: 10081548935, IFS Code: IDFB0042129						
Terms & conditions:						
1. Our responsibility ceases as the services are provided within our premises.						
2. Subject to Jaipur jurisdiction only						

NARESH CHANDRA SHARMA
 Authorized signatory
 PARIDHI ENVIRONMENT CONSULTING IND. PVT. LTD.

राजस्थान सरकार
कार्यालय खनि अभियन्ता, खान एवं भू-विज्ञान विभाग, झुंझुनू

वस्तुस्थिति रिपोर्ट

चुकि खनन पट्टा संख्या 10/98 वास्ते खनिज आयरनओर क्षेत्र 4.945 हैक्टर निकटग्राम बागोली तहसील उदयपुरवाटी जिला झुंझुनू के भूमि खसरा संख्या 1683, 1601, 1582, 1602, 1570, 1569, 1572, 1571, 1568, 1604, 1606, 1567, 1564, 1565, 1566, 1608 व 1609 में शासन के आदेश क्रमांक प. 17(32)खान/गुप-1/2002 दिनांक 10.05.2002 एवं समसंख्यक आदेश दिनांक 28.10.2002 से श्री बजरंग कुमार बंसल पुत्र श्री महावीर प्रसाद अग्रवाल के पक्ष में संविदा पंजियन तिथी से 30 वर्ष हेतु स्वीकृत किया गया। जिसका संविदा पंजियन दिनांक 01.11.2002 को होकर खनन पट्टा अवधि दिनांक 01.11.2002 से 30 वर्ष हेतु प्रभाव में आया।

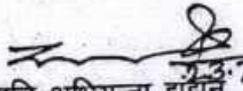
पट्टाधारी श्री बजरंग कुमार बंसल द्वारा खनन पट्टा का हस्तानान्तरण मैसर्स नीलकण्ठ कॉनकास्ट प्रा0 लिमिटेड के पक्ष में करने हेतु दिनांक 11.11.2011 को आवेदन प्रस्तुत किया जाने पर शासन के आदेश दिनांक 10.10.2013 से खनन पट्टा का हस्तानान्तरण मैसर्स नीलकण्ठ कॉनकास्ट प्रा0 लिमिटेड के पक्ष में स्वीकृत किया गया। जिसका हस्तानान्तरण संविदा का निष्पादन दिनांक 28.11.2013 को किया जाकर हस्तानान्तरण पंजियन दिनांक 04.12.2013 को होकर खनन पट्टा शेष अवधि के लिए मैसर्स नीलकण्ठ कॉनकास्ट प्रा0 लिमिटेड के पक्ष में प्रभाव में आया।

एम.एम.डीआर संशोधन अधिनियम 2015 के तहत खनन पट्टा की अवधि मूल अवधि से 50 वर्ष की जाने पर खनन पट्टा अवधि दिनांक 01.11.2002 से 31.10.2052 तक के लिए प्रभावशील है।

मैसर्स नीलकण्ठ कॉनकास्ट प्रा0 लिमिटेड द्वारा खनन पट्टा का हस्तानान्तरण मैसर्स माही ट्रेडलिंग, निवासी- प्लॉट नं0 42, सेक्टर 1ए, गांधीधाम कच्छ, गुजरात के पक्ष में कराने हेतु दिनांक 22.08.2023 को ऑनलाईन आवेदन प्रस्तुत करने पर शासन के आदेश दिनांक 04.03.2024 से खनन पट्टा का हस्तानान्तरण मैसर्स माही ट्रेडलिंग के पक्ष में स्वीकृत किया गया, जिसका हस्तानान्तरण संविदा का निष्पादन दिनांक 30.03.2024 को किया जाकर हस्तानान्तरण संविदा का पंजियन दिनांक 26.04.2024 को होकर खनन पट्टा शेष अवधि के लिए मैसर्स माही ट्रेडलिंग के पक्ष में प्रभाव में आया।

वर्तमान में खनन पट्टा का माईनिंग प्लान मय प्रोग्रेसिव माईन क्लोजर प्लान भारतीय खान ब्यूरो अजमेर से दिनांक 08.07.2022 से अनुमोदित है। खनन पट्टा की पर्यावरण पुर्वानुमति दिनांक 23.09.2022 से प्राप्त है। तथा खनन पट्टा की कन्सेंट टू ऑपरेट राजस्थान स्टेट पोल्युशन कन्ट्रोल बोर्ड से अवधि दिनांक 17.10.2022 से 30.09.2027 तक 94200 मैट्रिक टन प्रति वर्ष हेतु प्राप्त है। खान सुरक्षा महानिदेशक अजमेर के पत्र दिनांक 06.01.2023 से 5 वर्ष हेतु बिना डीप हॉल ब्लास्टिंग के हेवी अर्थ मूविंग मशीन की अनुमति तथा पत्र दिनांक 06.03.2024 से खनन पट्टा में छोटे हॉल की ब्लास्टिंग हेतु प्रथम श्रेणी प्रबंधक की अनुमति प्राप्त है। वर्तमान में खनन पट्टा में खनन कार्य चालू है, पट्टाधारी द्वारा प्रस्तुत मासिक रिटर्न के अनुसार अवधि दिनांक 01.04.2024 से वर्तमान तक खनिज आयरनओर का उत्पादन शून्य एवं निर्गमन 489.73 मैट्रिक टन किया गया है।

उक्त खनन पट्टा की जांच कार्यालय के तकनीकी कर्मचारियों द्वारा दिनांक 11.07.2024 से की जाने पर खनन पट्टा के स्वीकृत क्षेत्र से बाहर पट्टाधारी द्वारा खनिज आयरनओर का 936 मैट्रिक टन का अवैध खनन किया जाना पाया जाने पर कार्यालय पत्र दिनांक 16.07.2024 से पट्टाधारी को नोटिस जारी किया गया है।


23.7.24
खनि अभियन्ता झुंझुनू

भारत सरकार
खान मंत्रालय
भारतीय खान ब्यूरो
क्षेत्रीय खान नियंत्रक का कार्यालय
माखुपुरा औद्योगिक क्षेत्र अजमेर 305002
ई-मेल: ro.ajmer@ibm.gov.in



Government of India
Ministry of Mines
Indian Bureau of Mines
Office of the Regional Controller of Mines,
Makhupura Industrial Area, Ajmer- 305002
Ph-145-2695165 / 2695476 Fax-2695202

सं. 584(4)(3)(1908)/2022-क्षेखानि-अजम

दिनांक : 08/07/2022

प्रेषिति : मैसर्स नीलकंठ कोन्कास्ट प्रा. लि.
"नीलकंठ हाउस", 403, वार्ड-6 सी,
ॐ सिनेप्लेक्सके सामने, आदिपुर,
कच्छ, गुजरात-370 205
ईमेल- drathore333@gmail.com

Sub : Approval of Review of Mining Plan along-with Progressive Mine Closure Plan in respect of **Bagholi** Mining lease for **Iron Ore** mineral near village Bagholi, Tehsil Udaipurwati, District **Jhunjhunu**, Rajasthan over an area of **4.945 hect.**, M.L. No. **10/98**, submitted under Rule 17(2) of MCR, 2016 in favour of **M/s Nilkanth Concast Pvt. Ltd.**

Ref : 1. Your letters, as received in this office on 04.03.2022, 07.04.2022 and 04.07.2022.
2. This office letter of even no. dated 19.05.2022.

Sir,

In exercise of the powers conferred by the clause (b) of sub section (2) of Section 5 of Mines and Minerals (Development & Regulation) Act, 1957 read with Government of India Order number S.O. 445 (E), dated 28.04.87 and Indian Bureau of Mines Gazette Notification S.O. 1872 (E) dated 18th May, 2016, I hereby APPROVE the above said Review of Mining Plan. This approval is subject to the following conditions:

- (i) This Review of Mining Plan is approved without prejudice to any other laws applicable to the mine area from time to time whether made by the Central Government, State Government or any other authority and without prejudice to any order or direction from any court of competent jurisdiction.
- (ii) The proposals shown on the plates and/or given in the document is based on the lease map/sketch submitted by the applicant/lessee and is applicable from the date of approval.
- (iii) It is clarified that the approval of your aforesaid Review of Mining Plan does not in any way imply the approval of the Government in terms of any other provisions of the Mines and Minerals (Development & Regulation) Act, 1957 or the Minerals (Other Than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016 and any other laws including Forest(Conservation) Act, 1980, Environment(Protection) Act, 1986 or the rules made there under, Mines Act, 1952 and Rule & Regulations made there under.
- (iv) Indian Bureau of Mines has not undertaken verification of the mining Lease boundary on the ground and does not undertake any responsibility regarding correctness of the boundaries of the precise area as furnished by the applicant/ lessee.
- (v) Lease boundary pillars shall be maintained at all times in accordance with the rule 12(1)(v) of Minerals (Other Than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016.

- (vi) At any stage, if it is observed that the information furnished, data incorporated in the document are incorrect or misrepresent facts, the approval of the document shall be revoked with immediate effect.
- (vii) The inventory of mineral/ore stock above the limit prescribed in the threshold values of minerals and below the cut off grade shall be maintained in a bound register indicating the quantity and quality of material stacked. The month wise inventory of such materials shall be updated, and the annual summary shall be submitted to Regional Controller of Mines, IBM, Ajmer before 30th June of every year.
- (viii) The lessee shall ensure grassing/re-grassing in the reclaimed land in the lease area in accordance with the Hon'ble Supreme Court judgement dated 08.01.2020.
- (ix) It shall be mandatory for the project proponent, abstracting ground water, to obtain No Objection Certificate from Central Water Authority or, the concerned State/Union Territory Ground Water Authority, as the case may be.
- (x) The authenticated Geo referenced Cadastral lease plan with all Khasra details and DGPS coordinates of boundary pillars duly verified by DMG, Rajasthan shall be submitted to this office within six (06) months from the date of this approval.
- (xi) Next Financial Assurance shall be due for submission on or before 01.04.2027.
- (xii) This approval has been given for the proposals given in the documents from the year 2022-23 to 2026-27.

Encl: One copy of approved Review of Mining Plan.

भवदीय
 08/7/22
 (जी. के. जांगिड)
 क्षेत्रीय खान नियंत्रक
 भारतीय खान ब्यूरो

Copy for kind information to:-

1. The Director, Department of Mines & Geology, Govt. of Rajasthan, Shashtri Circle, Udaipur (Raj.) along with a copy of approved Review of mining plan by Registered Parcel.
2. Sh. Govind Singh, Mining Engineer, Khachariyawas House, D-88, Meera Marg, Bani Park, Jaipur - 302 016 (Raj.) (e-mail - naruka.consultancy@gmail.com)

क्षेत्रीय खान नियंत्रक
 भारतीय खान ब्यूरो

 भारत सरकार Govt. of India श्रम एवं रोजगार मंत्रालय Ministry of Labour & Employment खान सुरक्षा महाविदेशालय Directorate-General of Mines Safety	
NO: 330944[NZ|Ajmer Region|Perm|2022|252202 कार्यालय का पता : आना सागर लिंक रोड, अजमेर, राजस्थान, पिन 305001, ई मेल : dgmsajr1@gmail.com, दूरभाष संख्या : 0145-2425537	
Ajmer, Date: 06/01/2023	

प्रेषक:

खान सुरक्षा निदेशक / Director of Mines Safety,

अजमेर क्षेत्र अजमेर / Ajmer Region, Ajmer.

सेवा में,

खान मालिक

बागोली आयरनओर खान (एमएल सं. 10/1998)

मैसर्स नीलकण्ठ कॉनकास्ट प्राईवेट लिमिटेड

बी बी जेड-एम-66 झण्डा चौकमोजी फर्नीचर के सामने,

गांधी धाम, जिला कच्छ, गुजरात

विषय: धातुग्रह खान विनियम, 1961 के विनियम 106(2) (बी) के तहत डीप होल बलास्टिंग के बिना भारी मशीनो के प्रयोग की अनुमति के सम्बन्ध में

महोदय,

Please refer to your letter dated 15.11.2022 and online application Id : 252202, dated 16.11.2022 enclosing therewith surface plan & Sections Nos. BAGOLI/NILKANTH/SUR-106(2)(b)-2022-862-A & BAGOLI/NILKANTH/106(2)(b)/SUR-2022-861-A, both dated 23.10.2022 showing surface features within 300 meters of the leasehold boundary of the mine, on the above subject.

The matter has been considered in the light of what has been stated in your application under reference.

By virtue of the powers conferred on the Chief Inspector of Mines (also designated as Director General of Mines' Safety) under Regulation 106(2)(b) of the Metalliferous Mines Regulations, 1961 and by virtue of authorization granted to me by the Chief Inspector of Mines (also designated as Director General of Mines Safety) under section 6(1) of the Mines Act,1952, I hereby, specify conditions governing to use of Heavy Earth Moving Machinery (HEMM's) for digging, excavation, removal of overburden and extraction of stone and to form benches in overburden & stone **without deep hole blasting** in the area bounded by and marked as 3 (27°45'30.37"N, 75°41'40.30"E), 4 (27°45'27.50"N, 75°41'43.02"E), B (27°45'19.94"N, 75°41'32.77"E), 5 (27°45'22.23"N, 75°41'30.67"E), 6 (27°45'23.64"N, 75°41'31.18"E) & 3 (27°45'30.37"N, 75°41'40.30"E) and to use HEMM only (without any blasting) in the area bounded & marked as 6 (27°45'23.64"N, 75°41'31.18"E), 5 (27°45'22.23"N, 75°41'30.67"E), C (27°45'22.82"N, 75°41'30.09"E) & 6 (27°45'23.64"N, 75°41'31.18"E) and 3 (27°45'30.37"N, 75°41'40.30"E), 1 (27°45'31.35"N, 75°41'41.62"E), 2 (27°45'28.53"N,

75°41'44.42"E), 4 (27°45'27.50"N, 75°41'43.02"E) & 3 (27°45'30.37"N, 75°41'40.30"E) as shown on plan No BAGOLI/NILKANTH/SUR-106(2)(b)-2022-862-A, dated 23.10.2022 at Bagholi Ironore Mine (ML No. 10/1998, LIN 2734867344) of M/s Neelkanth Concast Pvt. Ltd, located near village Bagholi, Tehsil Udaipurwati & District Jhunjhunu, Rajasthan, subject to the following conditions being strictly complied with.

1.0 General : 1.1 Except where otherwise provided for in this permission, all provisions of the Metalliferous Mines Regulations, 1961 relating to opencast workings, use of explosives and use of machinery shall be strictly complied with.

1.2 No working shall be made or extended within 45 m of any building/structure of permanent nature, not belonging to owner of the mine without permission in writing from this Directorate under Regulation 109 of the Metalliferous Mines Regulations, 1961.

1.3 No working shall be made in any spot lying within horizontal distance, of 15 m from either bank of the Canal or any stream, Nallah, etc. without obtaining permission in writing from this Directorate under Regulation 127 of the Metalliferous Mines Regulations, 1961. Adequate protection against inrush of Nallah water in the mine shall be provided and maintained.

1.4 During heavy rain, the Manager or senior most mine official present in the mine, shall go round the surface area of the mine to check vulnerable points and effectiveness of the safety measures. Standing orders for withdrawn of persons from the mine in case of apprehended danger should be framed and enforced.

1.5 (a) No deep hole (dia of holes more than 34mm) blasting shall be conducted in the mine.

(b) No blasting shall be done within 100m of any dwellings and other important structures not belonging to the owner of the mine. All other blasting in the mine shall be carried out strictly as per the stipulations laid down in Regulation 164 of the MMR, 1961.

(c) No blasting shall be conducted without muffling of the shot holes.

(d) The area bounded & marked as 6 (27°45'23.64"N, 75°41'31.18"E), 5 (27°45'22.23"N, 75°41'30.67"E), C (27°45'22.82"N, 75°41'30.09"E) & 6 (27°45'23.64"N, 75°41'31.18"E) and 3 (27°45'30.37"N, 75°41'40.30"E), 1 (27°45'31.35"N, 75°41'41.62"E), 2 (27°45'28.53"N, 75°41'44.42"E), 4 (27°45'27.50"N, 75°41'43.02"E) & 3 (27°45'30.37"N, 75°41'40.30"E) shown in orange shade on plan No. BAGOLI/NILKANTH/SUR-106(2)(b)-2022-862-A, dated 23.10.2022 where work was done by using of HEMM only (without any blasting) shall be physically demarcated on the ground with pillars in distinct colour.

(e) No blasting shall be conducted using SME/SMS/ANFO explosive without having valid permission obtained under Regulation 155(1) & 162(5) of Metalliferous Mines Regulations, 1961.

1.6 No blasting in the mine shall be carried out within 300m of public roads till such time the blasting incharge has ensured that no persons/vehicles passes on such roads during the time of blasting. For the purpose, drop bar barrier shall be provided on both side of such road at a distance of 300m from the place of firing of shots in the proposed limit of quarry and during blasting, guard shall be posted on the barrier and persons/vehicles shall not be allowed to pass on the said road during blasting and till the time all clear signal after blasting is obtained.

1.7 Blasting shall be conducted only after ensuring that persons including blaster within 500m radial distance from place of firing of shot holes have taken proper shelter. The persons/employees of the nearby mines, crushers, offices, dwellings, schools, structures etc belonging or not belonging to owner lying within 500m

radial distance shall also be withdrawn outside danger zone or removed to proper blasting shelter.

1.8 The owner shall indemnify occupants/owners of the houses/ dwellings/ buildings or other structures of public authority concerned, if any, against the dangers to those properties or injury to them or other persons arising out of operations conducted under this permission.

1.9 All contractor workers shall be vocationally trained as per the provisions of Mines Vocational Training Rules, 1966, before deploying in opencast working and shall be duly authorised by the manager as competent persons.

1.10 The driving license and V.T. Certificate of all the operators of the transporting machinery deployed in the mine shall remain in the safe custody of the Manager (against receipt) and the operators may carry the photocopy with them whilst on duty.

1.11 The attendance of the operators of tippers/trucks shall be recorded every time they enter the mine boundary.

1.12 Hours and limitation of employment of contractor's employee shall be as prescribed in Section 28 to 35 of the Mines Act, 1952 in respect of above ground and opencast workings and shall be strictly complied with

1.13 The mine shall be worked during day light hours only.

1.14 This Directorate shall be informed as soon as the mining operations are commenced in accordance with this condition governing and intimation about temporary discontinuance or completion of mining operations shall also be sent promptly and in any case not later than one month thereof.

2.0 Opencast Working: Height and Width of Benches

2.1. (a) The height of benches in Alluvium shall not be more than 3.0m and that in overburden, ore body or other rock formation shall not be more than the digging height of the machine used for digging, excavation or removal or 6.0 m whichever is less.

(b) Width of any bench shall not be less than 1. width of the widest machine plying on the bench plus 2m, or 2. if dumpers ply on the bench, 3 times the width of the dumper, or 3. the height of the bench, whichever is more.

2.2 The sides in overburden and mineral benches shall be kept sloped to prevent danger from fall of sides. Overall slope of the quarry face towards hangwall side should not exceed 45degree.

2.3 No person other than required for operating the machinery shall be allowed to remain near the foot of the benches exceeding 3.0 m in height. When persons are employed within 5 meters of the working face, adequate precautions shall be taken to ensure their safety by dressing the sides of the bench.

2.4 The quarrying operation shall be conducted from top downwards and no men & machines shall be deployed at the bottom of high benches.

3.0 Roads for Trucks and Dumpers etc:

3.1 All roads for trucks, dumpers or other mobile machinery shall be maintained in good condition.

3.2 (a) Wherever practicable, all roads from the opencast workings shall be arranged to provide one way traffic.

(b) No road shall be of width less than three times plus 5m width of the largest vehicle plying on road.

3.3 (a) All corner and bends shall be made in such a way that operator of vehicle have clear view of distance of not less than 3 times the braking distance of largest HEMM working at 40Km/hour.

(b) Where it is not possible to ensure a visibility for a distance as mention in (a) there shall be provided with two roads of width not less than 2 times plus 3m of largest vehicle plying on the road with a strong road divider at centre with adequate lighting and reflector along the divider.

3.4 Except with the express permission of the Chief Inspector in writing and subject to such conditions as he may specify therein, no road shall have a gradient steeper than 1 in 16 at any place. Provided that in case of Ramps over small stretches a gradient up to 1 in 10 may be permitted.

3.5 Where any road existing above level of surrounding area it shall be provided with strong parapet wall/embankment of following dimensions.

(i) Width at top-not less than 1m.

(ii) Width at bottom-not less than 2.5m.

(iii) The height not less than the diameter of tyre of largest vehicle plying on road. It may be noted that just dumping of mud of OB shall not be treated as strong parapet wall.

4.0 Spoil banks/overburden dumps

4.1 Spoils, overburden or debris shall be deposited at places belong ing to the mine and duly approved by the manager in writing. The slope of a spoil bank face shall be determined by natural angle of repose of the material being deposited, but shall in no case exceed 37.5 degrees from the horizontal. The height of spoil bank/dump shall not exceed 10 m. Garland drains shall be provided around the periphery of the dumps, both at top and bottom, to collect run-off water. The spoil bank face shall not be retained by artificial means.

4.2 The spoils, overburden or debris shall not be deposited within 45m of a railway line, public road, transmission, telephone or power lines, other public works or other structures of permanent nature not belonging to management.

4.3 No person shall, or shall be permitted to approach the toe of an active spoil bank where he may be endangered from material rolling down the face. Suitable warning signs at conspicuous places shall also be displayed.

4.4 A suitable fence shall be erected between any railway line, other public works or road, or buildings or structures not belonging to the management, and the toe of every active spoil bank so as to prevent unauthorized persons from approaching the spoil bank.

5.0 Supervision :

5.1 (a) A person, possessing at least a Second Class Mine Manager's Certificate of competency duly authorised under Regulation 34(6) of the Metalliferous Mines Regulations 1961, shall be appointed as the manager of the mine to look after HEMMs operation.

(b) During every production shift the opencast workings shall be placed under the charge of a person holding at least Foreman's Certificate and during maintenance shift the workings shall be placed under the charge of engineer/foreman, who shall be responsible to see that all the regulations and the orders made there under are strictly complied with. Deployment of HEMM shall be suspended in the absence of the Manager and

engineer.

5.2 (i) The aggregate horse power of the machinery used in mine shall not exceed 500, including not more than two excavators with total horse power not exceeding 200.

(ii) Total amount of explosives used per day in mine shall not exceed 100 kg.

(iii) No working shall be extended below the superjacent ground in the mine.

(iv) Average employment in the mine shall not exceed 75.

(v) Daily personal supervision of the mine shall be exercised by manager.

(vi) At-least one mining mate shall remain appointed in the mine to assist the manager.

(vii) The manager shall not be appointed in any other mine.

5.3 General: Manager shall frame code of practices for each operation and copy of it shall be handed over to all concerned. It shall be the duty of all statutory persons to enforce the code of practices so framed.

5.4 He shall in particular:-

(a) make frequent inspections for evidence of slides or of material that may slide or roll from the high wall (including the face and sides) or spoil-bank;

(b) not allow any person to work under overhanging ledges or where there is evidence of slides, until such danger has been removed;

(c) ensure that every person engaged in dressing operations on high walls/sides is provided with, and uses, a safety belt of a type approved by the Chief Inspector;

(d) ensure that all loose material is removed from high wall/side before persons are engaged there.

6.0 Maintenance of Machines:

6.1 If the engineer, mechanical foreman or other competent person making an inspection notices any defect in any machinery, the said machinery shall be used until the defect has been remedied. Any defect in machinery reported by its operator shall be promptly attended to.

6.2 Any machine found to be in an unsafe operating condition shall be tagged at the operator's position 'OUT OF SERVICE DO NOT USE' and its use shall be prohibited until the unsafe condition has corrected.

6.3 All repairs to a machine shall be done at a location which will provide a safe place for the persons engaged on repairs.

6.4 Except for testing, trial or adjustment which must necessarily be done while the machine is in motion, every machine shall be shut down and positive means taken to prevent its operation while any repair or manual lubrication is being done.

6.5 Power shall be disconnected when repairs are made to any electric machine.

6.6 Any machinery, equipment or part thereof which is suspended or held apart by use of slings, hoists or jacks shall be substantially blocked or cribbed before men are permitted to work underneath or between such machinery, equipment or part thereof.

6.7 While inflating tyres, suitable protective cages shall be used. Tyres shall in no case be inflated by sitting either in the front of it or on top of the same.

6.8 The crane and overhead crane shall be subjected to proof load test and NDT test once in a year from a competent authority.

6.9 The pressure vessel receiver shall be subjected to hydraulic and NDT test and shall be carried by a competent authority.

6.10 In case of any defect in equipment such as brake, steering and safety device, the equipment shall immediately be taken out from use keeping a record thereof.

7.0 Design, operation and maintenance of shovels, excavators, pay loader & other machineries:

7.1 Every shovel, excavator and pay-loader shall be so designed as to afford the operator clear and uninterrupted vision all around.

7.2 Every shovel, excavator, pay-loader, dozer and drills shall be maintained in good and safe working condition and shall be provided in general with –

- (i) efficient warning devices;
- (ii) front and rear lights of adequate intensity and a portable lamp for use in emergency, unless the loading equipment is not intended to be used beyond day-light hours
- (iii) an approved type of portable fire extinguisher or other approved type fire suppression system in efficient working condition so placed as to be within easy reach of the operator.
- (iv) fire resistant hydraulic hoses in place of ordinary hoses to decrease the chance of fire and fire resistant sleeves and conduits where cable/wire is used;
- (v) a retractable ladder for mounting onto the machine;
- (vi) proper seat belt for operator;
- (vii) turbo charge guard.

7.3 The following safety features shall also be provided in with every shovel and excavator in particular-

- (i) all functions cut-off switch; (ii) swing motor brake;
- (iii) vent valve on top of hydraulic tank of such a type which is removable without any tool;
- (iv) a baffle plate between cold zone and hot zone; (v) provision for limiting of hydraulic cylinders – stopper.
- (vi) Fire resistant hydraulic hoses in place of ordinary hoses to decrease the chance of fire. All the sleeves and conduits where cable/wire are passed shall be fire resistant.
- (vii) Turbo charge Guard (ix) Seat belt.

7.4 All dozers shall also be provided with roll over protection, turbo charge guard, fire resistant hydraulic hoses and wiring near hot zone and seat belt.

7.5 All drills shall also be provided with the following safety features in particular-

- (i) approved type of dust prevention or suppression system including wet drilling arrangement;
- (ii) each moving parts shall be guarded/fenced, in effective manner;
- (iii) emergency push button switch in operator's cabin, main frame, propeller pendent and rear end;
- (iv) tripping device to trip the field switch;
- (v) thermostat motor protection relay in winding armature and other related parts;
- (vi) explosive vent in transformer;
- (vii) proper interlock (an electric interlock between drilling and propeller operation);
- (viii) high air discharge temperature switch;
- (ix) lowlub oil pressure switch;
- (x) oil stop valve (electric solenoid valve in compressor lubrication line);
- (xi) no bump circuit (xii) tower lock and lock check valve
- (xiii) proper joystick - spring loaded type to return to neutral (dead man safety)
- (xiv) disk brake and brake valve and its testing parameters;
- (xv) lock check valve for preventing creeping in drill;
- (xvi) seat belt Fire resistant hydraulic hoses and wiring near hot zone Turbo charge guard.
- (xix) Cabin for the operator.

7.6 The operator's cabins of every HEMM shall be well designed and substantially built and air-conditioned so as to render adequate protection to the operator against heat, dust, noise etc. A seat belt for the safety of the operator shall also be provided in the equipment/HEMM.

7.7 Every shovel, excavator and pay-loader shall be under the charge of a competent person, authorized in writing by the manager, herein called the 'Operator'.

7.8 All persons employed or to be employed to operate HEMM shall be trained.

7.9 Only such fitters/mechanics possessing driver's/operator's license, shall be allowed to carry out test-run of HEMM.

7.10 No person other than the operator or the manager or any person so authorized in writing by the manager shall ride on a shovel, excavator or pay-loader.

7.11 No person shall be permitted to ride in the bucket of a shovel, excavator or pay-loader.

7.12 Shovel/excavator dippers and pay loader bucket shall be lowered to the ground during greasing operations.

7.13 No shovel, excavator or pay loader shall be operated in a position, where any part of the machine or suspended loads there from are brought closer than 3 m to exposed high voltage transmission lines, unless the

current has been cut off from such exposed transmission lines, and positive means have been taken to prevent the lines from being energized. A notice of this requirement shall be posted at the operator's position.

7.14 Electrical cables, if any, shall be laid in such a manner that they are not endangered either by falling rocks or by any mobile equipment.

7.15 The shovel/excavator/pay-loader bucket shall be pulled out of the bank as soon as it is full.

7.16 When being operated in soft or unstable ground, every shovel and excavator shall be supported on mats, heavy planks or poles so as to distribute the load of the machinery over larger area and prevent its toppling.

7.17 When not in use, shovel, excavator and pay-loader shall be moved to and stood on stable ground.

7.18 If more than one stripping machine is in use in any area, either on the same bench or on different benches, the machines shall be so spaced that there is adequate space for safe operation of each equipment, and there is no danger from flying or falling pieces of stones etc. from one machine to the other.

7.19 The safety features recommended in equipment's shall be made a part of the notice inviting tender for new procurement and the design and drawing shall be obtained from OEM for fitting the same in old equipment.

8.0 Duties of shovel, excavator & pay loader operators:

8.1 Before any machine is put into operation, the operator shall look for any placards/tags on the machine like "OUT-OF ORDER", "UNDER REPAIRS", etc. and in case such tags are seen anywhere in the entire system, the machine shall not be started.

8.2 At the commencement of his shift, the operator shall personally inspect and test the machine, paying special attention to the following details – (i) that every warning device is in working order, (ii) that it is mechanically sound and in efficient working order, and (iii) that the lighting fixtures are in proper working order, if the machine is required to work beyond day-light hours.

8.3 He shall not take out the machine for work nor shall he work the machine, unless he is satisfied of its safe working order.

8.4 The operator shall maintain a record of every inspection made under clause 15.2 in a bound paged book kept for the purpose, and shall sign every entry made therein. 5.5 The operator shall keep the cab window clean so as to ensure clear vision at all times.

8.6 The walkways in or about the cab of any shovel, excavator and pay-loader shall be kept free of loose tools, grease containers or other materials that might fall or give rise to tripping hazard.

8.7 The operator shall not operate the machine when persons are in such proximity as to be endangered. The danger zone for each loading machine shall be declared by the manager and demarcated distinctly.

8.8 The operator shall not swing the bucket over-passing the trucks/dumpers when they are being loaded. He shall swing the bucket over the body of the truck/dumpers whilst loading and not over the cab, unless the cab is protected by a substantially strong cover.

8.9 Before leaving the machine, the operator shall lower the bucket to the ground.

8.10 The operator shall not allow any unauthorized person to ride on the machine.

9.0 Design, operation and maintenance of trucks and dumpers:

9.1 Every truck or dumper and other mobile equipment shall be maintained in good and safe working condition and shall be provided with:

- A - Tipper/Trucks:
- i. Cabin Guard Extension: Canopy shall cover the operator's fully.
 - ii. Exhaust/Retard Brake: Device to control the speed of truck while operating down the gradient. Refer DGMS (Tech) Circular 02 of 2004.
 - iii. Propeller Shaft Guard: Propeller shaft guard as specified in DGMS (Tech) circular 10 of 1999.
 - iv. Tail Gate Protection: Protection of operator against collision either by head on or head to Tail.
 - v. Limiting speed device: Enable mine management to decide the maximum speed of vehicle to be operated in mine. The device may be Electronic or mechanical type speed governors.
 - vi. Audio & visual alarm while reversing: The audio - visual alarm provided should confirm to DGMS (Tech) Circular No. 01 of 2010.
 - vii. Provision of Two breaks: One of brakes shall be fail safe. For details refer DGMS Circular 09 of 1999.
 - viii. Body lifting position locking arrangement: A hooter along with an indication is provided to indicate the body is still in lifted position.
 - ix. Fire suppression System: Refer DGMS circular 10 of 2004. The fire suppression system shall be a factory fitment and of approved type from Directorate.
 - x. Blind spot mirror: Operator can have view in blind spot area.
 - xi. Fire resistant hoses at hot zone: To decrease chance of fire.
 - xii. Electric Wires and sleeves are to be of fire resistant quality: To decrease chance of fire.
 - xiii. Turbo Charge Guard and exhaust tube coated with heat insulated paint: To decrease chance of fire.
 - xiv. Battery Cut off Switch: To decrease chance of fire.
 - xv. Retro reflective reflectors on all sides: For visibility of truck during night.
 - xvi. Seat belt reminder: To alert operator for using the seat belt.
 - xvii. Proximity warning device: To alert operator when approaching other vehicles/ obstruction.
 - xviii. Rear Vision System: To assist operator during reversing refer DG Circular No. 12 of 2009.
 - xix. Auto dipping System: To reduce glaring on eyes of operator during night operations.
 - xx. Load Indicator and Recorder: Enables management to detect and prevent over loading.

B - Dumpers:

- (i) Mechanical steering locking to prevent untoward movement of steering wheel and tyre while work persons working below the cabin while engine is running.

(ii) Blind spot mirror apart from rear view mirror to enable operator to have clear visibility of blind spot in and around dumpers.

(iii) Mechanical type Anti collision device to avoid head to tail collision on haul road such as tail gate, bumper extension or any other strong device.

(iv) Fire resistant hydraulic hoses in place of ordinary hoses to decrease the chance of fire. All the sleeves and conducts where cable/wire are passed shall be fire resistant.

(v) Seat belt for operator.

(vi) The maximum speed of vehicle shall be restricted to 30Km/hours by blocking higher gear or any other automatic means.

(vii) Proper shaft guard.

(viii) Proximity working device.

9.2 The operator's cabins of dumpers/tippers/other mobile equipments shall be well designed, substantially built and air conditioned so as to render adequate protection to the operator against heat, dust, noise etc. A seat belt for the safety of the operator shall also be provided in the dumper/vehicle.

9.3 The audio-visual alarm provided on trucks/dumpers/other mobile equipment shall be of such intensity which is not less than 5 dB(A) above the surrounding noise level.

9.4 Every truck or dumper shall be under the charge of a competent person authorised in writing by the manager herein called the 'driver'.

9.5 All persons employed or to be employed to drive/operate trucks/dumpers/tippers shall be properly trained.

9.6 Only such fitters/mechanics possessing driver's/operator's license, shall be allowed to carry out test-run of trucks/dumpers/tippers.

9.7 No person other than the driver or the manager or any person authorised in writing by the manager shall ride on a truck or dumper.

9.8 No person shall, or shall be permitted to, ride on the board of a running truck or dumper.

9.9 No vehicle shall be loaded/unloaded on gradient.

9.10 As far as possible, loaded trucks or dumpers shall not be reversed on gradients.

9.11 Sufficient stop blocks shall be provided at every tipping point and these shall be used on every occasion, material is dumped.

9.12 Code of Traffic Rules framed by the Manager shall be adopted and followed during movement of all trucks and dumpers. They shall be prominently displayed at relevant places in the opencast workings and on truck/dumpers roads.

9.13 When not in use, every truck or dumper or other wheeled trackless machinery shall be moved to and parked at proper parking place(s) which shall be on level ground and away from working area of other mobile equipment. The truck or dumper or other wheeled trackless machinery shall not be parked at a place where it cannot be observed.

9.14 No person shall, or shall be permitted to, work on the chassis of a truck or dumper, with the body in a raised position unless the truck or dumper body has been securely blocked in position. The hoist mechanism shall not be depended upon to hold the body of the truck or dumper in a raised position.

9.15 Suitable points shall be designated for parking utility vans and other light vehicles in the opencast workings, which in no case shall be less than 30m away from the area where mobile HEMM operates. The light vehicles shall in no case be taken beyond the designated point unless operation of HEMM in the vicinity has been stopped.

9.16 No person other than those authorized shall be permitted to enter or remain in any dumping yard, loading and unloading points and turning points.

9.17 In respect of every truck/dumper or class of truck/dumper, the maximum load to be hauled shall be determined and notified to operators/drivers by the Manager. Speed limits at which such loads can be hauled shall also be determined and fixed by the Manager, depending on the road gradient, direction of movement, road surface etc., and notices/sign boards specifying the same shall be posted along the haul road at appropriate places/sections.

9.18 The safety features recommended in dumpers/trucks/tippers shall be made a part of the notice inviting tender for new procurement and the design and drawing shall be obtained from OEM for fitting the same in old equipment.

10.0 Duties of truck/dumper/tipper operators:

10.1 Before commencing work, the driver shall personally check the dumper/truck/tipper for oil(s), fuel & water levels, tyre inflation, and general cleanliness, and inspect and test the vehicle, paying special attention to the following details: (i) that brakes and steering system including emergency steering are in proper working order; (ii) that the warning devices including automatically operated audio visual reversing alarm and rear view camera are in working order; (iii) that rear view mirrors on either side of the vehicle and blind spot mirror is provided; (iv) that side indicator lights are in working order; and (v) that head lights are in working order, if the vehicle is required to work after day-light hours.

10.2 The driver/operator shall not take out the vehicle for work nor shall he drive the vehicle, unless he is satisfied that it is mechanically sound and in efficient working order.

10.3 He shall wear the seat belt before starting the vehicle and shall also ensure that other person(s), if so authorized to ride in the vehicle, are properly seated and also wear safety belts.

10.4 The driver shall maintain a record of every inspection made under clause 10.1 in a bound paged book kept for the purpose and shall sign every entry made therein.

10.5 The driver shall keep the cab window clean so as to ensure clear vision at all times.

10.6 The driver shall ensure that the gear is in neutral position, and parking brake is on, before stopping the engine.

10.7 The driver shall handle the truck/dumper carefully and keep it under control at all times. He shall negotiate downhill gradients in low gear so that minimum of braking is required.

10.8 He shall not drive too fast, shall avoid distractions and shall drive defensively. He shall not attempt to overtake another vehicle unless he can see clearly area enough ahead to be sure that he can pass it safely without exceeding the speed limit, and that area ahead is free of any road intersection or junction. He shall also sound audible warning signal before overtaking and shall not attempt to pass the other vehicle until he

has received a proper audible signal in reply.

10.9 When approaching stripping equipment, the driver of the truck or dumper shall sound the audible warning signal and shall not attempt to pass the stripping equipment until he has received a proper audible signal in reply.

10.10 Before crossing a road or railway line, he shall reduce his speed, look in both directions along the road or railway line and shall proceed across the road or railway line only if it is safe to do so.

10.11 The driver shall not operate the truck or dumper in reverse unless he has a clear view of the area behind the vehicle. He shall give an audible warning signal before reversing a truck or dumper.

10.12 Driver shall be sure of clearance before driving through tunnels, archways, plant structure etc.

10.13 The driver shall not drive 'nose to tail' particularly behind a vehicle with twin rear wheels from which a stone piece wedged between the tyres may fly back into the windscreen of his vehicle.

10.14 He shall sound audible warning while approaching blind corners or any other points where person may walk in front unexpectedly.

10.15 The driver shall see that the vehicle is not overloaded and that material is not loaded in a manner as to project horizontally beyond the sides of the vehicle's body and that any material projecting beyond the front or rear is indicated by the red flag during day and a red light after day-light hours.

10.16 The driver shall not allow any unauthorized person to ride on the vehicle. He shall also not allow more than the authorized number of persons to ride on the vehicle.

11.0 Duties of Mechanics, Fitters or Engineers: (a) At the commencement of every shift he shall personally inspect and test every machine and vehicle paying special attention to the following details: (i) That the brakes and the warning devices are in working order; (ii) If the vehicle or machine is required to work after day light hours that the lights are in working order. He shall not permit the vehicle or machine to be taken out for work not shall he drive the vehicle unless he is satisfied that it is mechanically sound and in efficient working order. (b) The mechanic shall maintain a record of every inspection in a bound paged book kept for the purpose. Every entry in the book shall be signed and dated by the person making the inspection.

12.0 Duties of manager: It shall be the duty of the manager: a) to ensure compliance with the aforesaid precautions. b) To determine and specify in respect of every vehicle the maximum load to be hauled and maximum speed of the vehicle and cause notices specifying the same to be posted along the road at appropriate places; c) To cause warning notices (drawing attention to any necessary precautions) to be posted along the truck or haulage roads at appropriate places, like level crossing, curve and turning points etc. d) To designate the persons authorized to ride on trucks; e) To give every truck driver directions in writing with respect to loads, speed, persons authorized to rides on trucks and precautions necessary for safe running. f) To countersign entries in books and records to be maintained in pursuance of these precautions; g) To take such other precautionary measures as may be necessary to ensure safe operation and maintenance of transport vehicles and for the safe of work persons.

13.0 TESTING OF BRAKES:

13.1 Brakes of every truck, tipper and any other wheeled trackless machine shall be tested at least once in two weeks, in a manner as indicated below:

(a) SERVICE BRAKE TEST : The brake shall be tested as specified by the manufacturer of the vehicle or on a specified gradient and speed when the vehicle is fully loaded. The vehicle should stop within a distance as

specified by the OEM when the brake is applied, which shall be obtained from the manufacturer of the vehicle.

(b) **PARKING BRAKE TEST** : The parking brake shall be capable to hold the vehicle for a period of at least ten minutes when it is fully loaded and placed at the maximum gradient of roadway on which it is permitted to ply.

13.2 A record of every such test carried on every dumper/truck/tipper/other mobile HEMM shall be kept maintained in a bound paged book which shall be signed by the person carrying out the tests and shall be countersigned by the engineer and the manager. In case any defect in braking system is observed in any equipment/HEMM, such equipment/HEMM shall be taken off from operation and record thereof shall be kept maintained.

13.3 All of the above procedure and precautionary measures regarding i.e. testing of brakes including service brake, retard brake, parking brake and steering shall comply the provisions as stipulated in DGMS Technical Circular Nos.36/1972, 03/1981 and 04/2012 i.e Service brake, Retard brake, parking brake and steering shall be tested with accelerating the engine to 1400 RPM, 1300RPM, 1200 RPM and 1000 RPM respectively.

14.0 Precautions during Firing:

14.1 Shots shall not be fired except during the hours of day light. All holes charged on any one day shall be fired on the same day.

14.2 Shots shall not be fired in crushed, broken or fractured ground.

14.3 As far as practicable, holes shall be fired either between the shifts, or during the rest interval, or at the end of work for the day.

14.4 A distance of 300 meters, herein after be called "Danger Zone" in any direction, from the place of firing. The danger zone shall be distinctly demarcated (by means of red flags or other suitable means) at least 30 minutes before firing of holes.

14.5 Proper and distinct warning by a siren installed for the purpose shall be given within the danger zone, at least 10 minutes before the holes are fired.

14.6 Before the holes are charged, stemmed and fired, the blaster/blasting foreman, with assistance of his assistants, appointed in sufficient number in writing by the manager, shall ensure that all persons have either left the danger zone, or have taken adequate shelter.

14.7 During the approach and progress of an electric storm the following precautions shall be taken: (a) No explosive, particularly detonators shall be handled; (b) If charging operations have been commenced, the work shall be discontinued until the storm has passed; (c) If the blast is to be fired electrically all exposed wires shall be coiled up and if possible placed in the mouth of the holes, or kept covered by something other than a metal plate; (d) All wires shall be removed from contact with the steel rails of a haulage track so as to prevent the charge being exploded prematurely by a local strike of the lightning.

14.8 After shots have been fired; no person shall enter or be allowed to enter the place, until 30 minutes after firing of the shots. Before allowing any person to enter the area, the in-charge of the blasting operations shall make sure that the area is free from dust, smoke or fumes.

14.9 In case of misfires, precautions as laid down in Regulation 167 of the Metalliferous Mines Regulations, 1961 shall be taken.

14.10 (a) Slurry explosives shall be used in opencast mines in the order of their date of manufacture. (b) Explosives manufactured earlier than six months shall not be used. In case the shelf life of the explosive is less than 6 months it shall not be used after expiry of the shelf life.

14.11 (a) Slurry explosives when transported in vehicles shall be carried in an Explosive Van approved by the Chief Controller of Explosives. (b) Explosive vans used for the transport of explosives shall be in safe operating condition and should be driven by competent licensed drivers. (c) The vans shall be kept in isolated locations while loaded. (d) Vans shall be well locked except during times of placement and removal of stocks of slurry explosives. (e) Smoking and open flames shall not be permitted in or near the vans containing slurry/emulsion explosives.

14.12 All detonators and primed cartridges shall be kept in secure receptacles at a safe distance from the detonating fuse and the explosive until actually required for use.

14.13 The cases of slurry explosives shall not be opened unless the holes are ready for charging in every respect.

14.14 The holes shall be charged and fired as soon as possible after the explosive is transported to the site of blasting. All normal precautions, for charging and firing as laid down in the Regulations shall be strictly observed.

14.15 The entire operations of transport of the explosive to the site of its use, cutting & slitting of cartridges and charging and blasting shall be placed under the overall charge of a competent person holding Foreman/Mate certificate or such other qualifications as may be approved by the Director-General of Mines Safety and appointed in writing by the Manager for the purpose.

15.0 FENCING AROUND OPENCAST WORKINGS: The periphery around the limits of opencast workings, and edges of benches of the opencast workings shall be kept fenced in accordance with DGMS Circular No 11 of 1959.

16.0 PRECAUTIONS AGAINST FIRE:

16.1 A code of practice shall be drawn up for dealing with fires at different locations in the opencast mine, and for dealing of fires in heavy earth moving machinery.

16.2 Automatic fire protection system shall be provided and kept maintained in working order on every HEMM used for loading and transportation.

17.0 Precautions against dust:

17.1 Adequate arrangements to suppress dry dust by wetting shall be made, if during any operation of drilling, loading, unloading, crushing, dressing etc., dust is likely to be produced in such quantity (not more than $3\text{mg}/\text{m}^3$) as may be injurious to the health of persons, as also on roads and benches where trucks and dumpers operate. Dust surveys shall be done as laid down in Regulation 124 of Metalliferous Mines Regulation, 1961.

17.2 Truck mounted drill machines design for tube well drilling for sources of water shall not be used. Only proper type of Blast Hole Drill Machine, specially designed for mining purpose, shall be used.

17.3 Adequate arrangements to allay dry dust, by wetting, shall be made on haul roads and Benches where mobile HEMM, trucks and tippers operate.

17.4 All drills shall be provided with wet drilling arrangement or with a device, duly approved by the Chief

Inspector of Mines, to prevent atmosphere getting charged with dust, which shall be kept in operation during drilling operations and it shall be maintained in efficient working order. No dry drilling operation shall be carried on.

18.0 Protections of workers against noise & vibration: Suitable steps shall be taken by all appropriate means to reduce the exposure of workers to any excessive noise and vibration. Guidelines given in DGMS (Tech.) Circular No. 18 of 1975 and 5 of 1990 shall be strictly complied with. The persons engaged in operation of drill machines, dozers etc. who are exposed to high noise level shall be provided with ear muff mounted helmets.

19.0 GENERAL LIGHTING , PROTECTIVE EQUIPMENT,DUST,NOISE ETC.

19.1 General Lighting: Where natural lighting is insufficient, adequate general lighting as per the standards laid down in Notification No. GSR-618(E), dated 28th April, 2017, published in the Gazette of India dated 21st June, 2017, Part II Section 3(i). [reproduced in No. DGMS (Legis.) Circular No. 03 of 2017 Dhanbad, dated], issued under Regulation 148(2) shall be provided during working hours in the opencast workings and along roads, etc. For proper inspection of the high sides and benches of the opencast workings at night, suitable search lights shall be provided.

20.0 Protective equipment: (a) Every person working in the mine shall be provided with, and shall use, a helmet, protective, Footwear, fluorescent jacket, dust masks, goggles and ear plugs/earmuffs of a type approved by the Chief Inspector of Mines. (b) Every person permitted to work on height or at any place having inclination of 45 degrees or more, from where he is likely to slip or overbalance, shall be provided with, and shall use, a full body harness of a type possessing valid BIS license and approved by the Chief Inspector of Mines.

21.0 Code of safe work practices:

21.1 A suitable 'Code of Traffic Rules & Safe Work Procedures' for regulating the movement of Heavy Earth Moving Machinery, trucks, tippers and other wheeled trackless machinery (commensurate with the capacity/size type of machines used in the mine) shall be framed and enforced immediately. Such Code of Traffic Rules should be deliberated and approved by Tri-partite Committee. A copy of traffic rules, in a language understood by them, shall be made over to all concerned, i.e., to drivers and operators of HEMM/trucks/tippers (including those belonging to contractors), supervisors and mine officials, and to such other persons who monitor/control movement of HEMM.

21.2 A suitable 'Code of Practice' for prevention of injuries to persons engaged in tipping on stock piles, tipping at crusher, dumping of overburden at dump yards, at loading and unloading points etc. (commensurate with the capacity/size type of machines used in the mine) shall be framed and enforced immediately. Such Code of Practice should be deliberated and approved by Tri-partite Committee. A copy of the code of practice, in a language understood by them, shall be made over to all concerned, i.e., to dumpmen, drivers and operators of HEMM/trucks/tippers (including those belonging to contractors), supervisors and mine officials, and to such other persons who monitor/control dumping/tipping operations.

21.3 A suitable "Code of Practice" for dealing with fires/spontaneous heating at different locations, machineries, vehicles, etc. shall be framed and enforced immediately. Arrangements for firefighting shall be provided on all HEMM. Such arrangements shall, if possible, operate automatically on appearance of fire or occurrence of spontaneous heating. The automatic fire fighting arrangement shall be provided with optical, thermal or any other suitable fire sensing devices suitably located to sense any rise in temperature beyond a predetermined limit or fire and automatically actuate the fire suppressant from a container(s) to such fire hazard areas of the machine through fixed plumbing network and nozzles. NOTE: Above "Codes" shall be constantly and prominently displayed at every relevant place including in the opencast workings, workshops,

truck-dumper roads, spoil/coal-heaps, material yards, etc.

22.0 Miscellaneous:

22.1 (a) Trucks, tippers and other heavy vehicles, not belonging to management shall not be allowed in the mine premises without a valid pass issued by the competent authority of the mine. Before the pass is issued the mine engineer/competent person shall check the roadworthiness of such vehicle. In order to check the entry of such vehicle in the mine premises, properly manned check gate shall be provided at the mine entrance where the record of entry & exit of each vehicle shall be maintained. At the check gate the license of the drivers shall also be checked for eliminating the possibility of unlicensed persons driving the vehicle. (b)(i) Persons engaged in surface operation and in particular, the Contractor's workers shall be provided closer and competent supervision. (ii) All persons engaged at any work within the mine premises through the contractors shall be provided relevant training and other job related briefings and that the drivers of the vehicle belonging to contractors entering the mine premises have additionally been explained the salient provisions of "Traffic Rules". (iii) Each and every operation, including the operation carried out through contractor's worker or by outside agency, shall be placed under the charge of a competent supervisor, duly appointed and authorized by the manager.

22.2 Separate stock yards shall be maintained for dumping and dispatch of minerals and it shall be ensured that dispatch of minerals is not carried out from the stock yard where dumping is under progress.

23.0 Please note that this permission is subject to the following additional conditions:

23.1 In the event of any change in the circumstances connected with this permission which is likely to endanger the life of workmen employed in the mining operation for which this permission has been granted shall be stopped forthwith and intimation thereof sent to this Directorate. The said mining operation shall not be resumed without an express and fresh permission in writing.

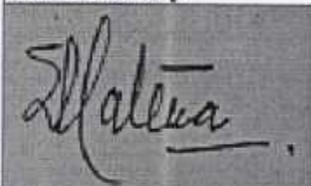
23.2 This permission may be amended or withdrawn at any time should it be considered necessary in the interest of safety.

23.3 If at any time any of the conditions subject to which this permission has been granted is violated or not complied with, this permission shall be deemed to have been revoked with immediate effect.

23.4 This permission is being issued specifically under the regulations mentioned above and without prejudice to any other provision of law, which may be or may become applicable at any time.

23.5 This letter specifying conditions governing to use of Heavy Earth Moving Machinery (HEMM's) **without deep hole blasting** shall remain valid up to **five (05) years** from the date of issue of this permission letter or validity of lease period whichever is earlier.

Your Faithfully



SURJEET KATEWA (DIRECTOR(ADDITIONAL CHARGE) - AJMER REGION)

THIS IS A SYSTEM GENERATED DOCUMENT, DOES NOT REQUIRE ANY SIGNATURE.

 भारत सरकार Govt. of India श्रम एवं रोजगार मंत्रालय Ministry of Labour & Employment खान सुरक्षा महानिदेशालय Directorate-General of Mines Safety	
NO: 330944|NWZ|Ajmer Region 2|Perm|2024|263048	
Dhanbad, Date: 06/03/2024	

सेवा में,

श्री अयोध्या पाल, फोरमैन

(प्रमाण पत्र संख्या Exam./Exempt/FM/R/1477/06 दिनांक 03.02.1999)

खान मालिक मैसर्स नीलकंठ कनकास्ट प्राइवेट लिमिटेड,

पता: Bagoli, Udaipurwati, Neem ka Thana, Rajasthan- 333801

विषय: धातुत्पादक खान विनियम 1961 के विनियम 34(6) के अंतर्गत एक खान पर खान प्रबन्धक अनुज्ञा पत्र की स्वीकृति के नवीनीकरण के संबंध में महोदय,

उपरोक्त विषय पर आपके ऑनलाईन आवेदन संख्या 263048 दिनांक 12.02.2024 व ऑफलाईन दस्तावेज में दिये गए तथ्यों साथ संलग्न माइन सरफेस वर्किंग प्लान एव सेक्शन संख्या: BAGOLI/NILKANTH/34(4)(6)/SUR-2024-861 दिनांक 23.02.2024 के अनुसार आपके आवेदन पर विचार किया गया।

मुख्य खान निरीक्षक (वर्तमान खान सुरक्षा महानिदेशक) को धातुत्पादक खान विनियम 1961 के विनियम 34(6) के अंतर्गत दिये गए अधिकारों और मुख्य खान निरीक्षक (वर्तमान खान सुरक्षा महानिदेशक) द्वारा अधिनियम 1952 की धारा 6(1) के अंतर्गत मुझे दिये गए प्राधिकरण के तहत मैं श्री अयोध्या पाल, फोरमैन प्रमाण पत्र धारक को बागोली आइरन ओर खान (एम. एल. संख्या 10/1998, लिन सं० 2734867344), खान मालिक मैसर्स नीलकंठ कनकास्ट प्राइवेट लिमिटेड, में निम्नलिखित शर्तों पर खान प्रबन्धक के रूप में कार्य करने के लिए प्राधिकृत करता हूँ:-

1. Manager shall not take up any appointment in any capacity whatsoever in another mine.
2. No working shall be extended to below ground in the mine.
3. No working shall be made or extended within 45m of any building /structures/railway of permanent nature, not belonging to owner of the mine without obtaining permission in writing from this Directorate under Regulations 109 of the Metalliferous Mines Regulations, 1961.
4. No blasting shall be conducted within 100m of any dwellings not belonging to the owner of the mine.
5. No deep hole blasting shall be conducted in the mine without obtaining express permission in writing from this Directorate.
6. No heavy earth moving machinery (HEMM) shall be deployed for digging, excavation and removal of material without obtaining express permission under Regulation 106(2)(b) of the Metalliferous Mines Regulations, 1961, from this Directorate.
7. Drilling and cutting shall be carried out by drills only if they are provided with wet drilling arrangement or with a device suitable for the purpose to prevent atmosphere getting charged with dust, which shall be kept in

- operation during drilling and it shall be maintained in efficient working order.
- 8. Airborne dust survey as provided in Regulation 124(3)(a) shall be done to ascertain the concentration of respirable dust in the air and also to know the percentage of free silica in the dust generated at the mine.
- 9. Average daily employment shall not exceed 75 persons in the mine.
- 10. Daily personal supervision shall be exercised by the manager at mine.
- 11. No workings in the mine shall be carried out beyond daylight hours.
- 12. No ore dressing/handling/processing plant is attached with the mines.
- 13. Adequate number of qualified Mining Mates shall be appointed in the every shift of mine. Separate Mining Mate shall be appointed for each mine for supervision of the mine workings.
- 14. In absence of the mining mate, mining activities shall be carried out under the personnel supervision of the manager in any one of the mine.
- 15. All operations carried out in connection with the mine shall be conducted in accordance with the provisions of The Mines Act, 1952 and of the regulations, rules, bye-laws and order made there under. All the contraventions stipulated in any contravention letter/ prohibitory order/ improvement notice issued from this Directorate under the provisions of The Mines Act, 1952 and of the regulations, rules, and orders made there under shall be strictly complied with.
- 16. Mine Management shall also ensure the following:
 - i. Conduct of Initial and Periodical medical examination of every person employed in the mine in accordance to Rule 29B of the Mines Rules, 1955.
 - ii. Issue of photo identity card to every person employed in the mine shall be done in accordance to Rule 77-A of the Mines Rules, 1955.
 - iii. Form A and D registers shall be maintained in accordance to Rule 77 and 78 of the Mines Rules, 1955 read with DGMS Cir No.01 of 2017.
- 17. The manager shall not allow any person for employment in the mine unless such persons have been imparted initial/refresher vocational training as required under Rule 6 to 9 and on-the-job training(s) as required under Rule 12 to 15 of the Mines Vocational Training Rules, 1966.
- 18. Mine workings shall not extend within 7.5 m of mine boundary without obtaining permission from this Directorate as required under the Regulation 111(3) of the Metalliferous Mines Regulation, 1961. The workings extended within 7.5 m of mine boundary shall be stopped forthwith and protective works shall be constructed.
- 19. Every competent person in the mine shall be provided with authorization by the manager of the mine, for which he has been employed along with a certified copy of the portion of this permission and other statutory provisions related to him as required under Regulation 39(2) of Metalliferous Mines Regulations, 1961.
- 20. The Manager shall be provided with suitable means of communication and transportation to exercise daily personal supervision in each mine.
- 21. As required under Regulation 160(4) of the Metalliferous Mines Regulations, 1961, no person whose

wages/payment depend on the amount of mineral, rock or debris obtained by firings shots, shall be appointed to perform the duties of a blaster. No person engaged by a contractor or Magazine license holder shall perform the duties of the blaster, i.e. Blasting shall be done only by a holder of blaster or higher certificate issued under the Metalliferous Mines Regulations, 1961 and employed by the owner of the mine. Thus holder of a Shot-firer Certificate issued by the PESO also cannot conduct Blasting operations in a mine. The Blaster shall write Blaster's Daily Report, Mis-fire shots report with his name, designation in a bound paged Register kept for the purpose in the prescribed proforma and it shall be signed with date of signature. If the duties of Blaster are performed by a Mining Mate or Foreman he shall also maintain his respective daily report in addition to Blaster's daily report.

22. On or before the 01st day of February in every year, Owner/Agent/Manager shall submit Annual Return in respect of the preceding calendar year Online through DGMS Portal <http://accident-statistics.dgms.gov.in/Login/ESLogin> and ShramSuvridha Portal <https://return.shramsuvridha.gov.in/>.

23. All applications for permissions as required under the Mines Act, 1952 and its subordinate legislation shall be submitted Online through website- dgms.gov.in.

24. This authorization shall remain valid up to the date as mentioned below and stands cancelled as soon as the person to whom it is granted leaves the service at mine under reference. As per Sub Regulation (8)(a)(iii) of Regulation 34 of the Metalliferous Mines Regulations, 1961, no manager shall vacate his office without giving due notice in writing to the owner or agent at least 30 days before the day on which he wishes to vacate his office and under intimation to this Directorate.

25. The Mine shall not be worked in absence of Manager.

26. Where by reason of absence or for any other reason, the manager is unable to exercise daily personal supervision, a person holding a valid Foreman's or manager's Certificate shall be authorized to act as manager of the mine in compliance with Regulation 34(7)(a)(i) of the Metalliferous Mines Regulations, 1961 and if no such qualified person is available, the Mine workings should be kept suspended during such absence of Manager. Attention is drawn to Regulation 34(7)(a) and (b) of the Metalliferous Mines Regulations, 1961 in respect of the period of authorization permitted and intimation of the authorization to the Directorate General of Mines Safety, Dhanbad and the Director of Mines Safety, Ajmer Region-2, etc.

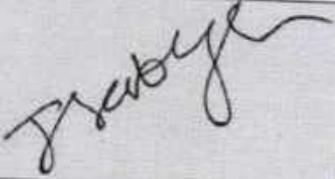
27. If at any time any of the condition subject to which this authorization has been granted is violated or not complied with, this authorization shall be deemed to have been revoked with immediate effect.

28. Notwithstanding anything, this authorization may be amended, modified or withdrawn at any time if considered necessary in the interest of safety and is being issued under Regulation 34(6) & 34(4) of the Metalliferous Mines Regulations, 1961 only, without prejudice to any other provisions of law that may be or may become applicable at any time including any restrictions/objections imposed by any Govt. Authority. This authorization supersedes all the previous permission issued under Regulation 34(6) & 34(4) of the Metalliferous Mines Regulations, 1961.

29. This authorization shall remain valid till the validity of the concerned certificate of the manager unless the concerned manager's certificate is revalidated.

30. A hard copy of this permission shall always be kept in the office of the Manager of the mine for reference and strict compliance.

31. This authorization shall remain valid for a period of **one year** from the issue of this letter OR till the **validity of the mining leases** under reference, **whichever is earlier**.

भवदीय

(इन्मुला सत्यनारायण)
खान सुरक्षा निदेशक
अजमेर क्षेत्र-2, अजमेर
THIS IS A SYSTEM GENERATED DOCUMENT, DOES NOT REQUIRE ANY SIGNATURE.

राजस्थान सरकार

कार्यालय खनि अभियन्ता, खान एवं भू-विज्ञान विभाग, झुंझुनू

क्रमांक: खअ/झुंझुनू/प्र/खप-10/98/88

दिनांक 16.07.2024

प्रेषित:-

मैसर्स माही ट्रेडलिंग,
निवासी- प्लॉट नं0 42, सेक्टर 1ए,
गांधीधाम कच्छ, गुजरात

विषय:- खनन पट्टा वास्ते खनिज आयरनओर निकटग्राम बागोली तहसील उदयपुरवाटी
जिला नीमकाथाना में आपके पक्ष में स्वीकृत बाबत।

महोदय,

उपरोक्त विषयान्तर्गत लेख है कि आपके पक्ष में स्वीकृत विषयांकित खनन पट्टा संख्या 10/98 वास्ते खनिज आयरनओर निकटग्राम बागोली तहसील उदयपुरवाटी जिला नीमकाथाना की जांच कार्यालय के तकनिकी कर्मचारियों द्वारा दिनांक 11.07.2024 से की जाने पर खनन पट्टा के स्वीकृत क्षेत्र से बाहर आप द्वारा खनिज आयरनओर का 936 मैट्रिक टन का अवैध खनन किया जाना पाया गया।

अतः आपका उक्त कृत्य एमएमडीआर एक्ट 1957 की धारा 4 एवं 21 तथा संविदा की शर्तों का स्पष्ट उल्लंघन है। अतः आप द्वारा किये गये उक्त कृत्य के संबंध में अपना पक्ष इस पत्र प्राप्ति के 60 दिवस में कार्यालय में प्रस्तुत करें, अन्यथा बाद समयावधि आपके विरुद्ध उक्त अवैध खनन की मांग कायम की जाकर नियमानुसार अग्रिम कार्यवाही की जावेगी। सो सूचित रहें।

भवदीय


16.7.2024
खनि अभियन्ता झुंझुनू