

**BEFORE THE NATIONAL GREEN TRIBUNAL SOUTHERN ZONE BENCH,
AT CHENNAI.
ORIGINAL APPLICATION NO. 9 OF 2022**

IN THE MATTER OF:-

PISATI INDIRA REDDY AND ANR

....APPLICANTS

VERSUS

UNION OF INDIA AND 32 OTHERS

...RESPONDENTS

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THROUGH



G STANLY HEBZON SINGH



G VIGNESH



V ANANTHA KRISHNAN

COUNSEL FOR 27th RESPONDENT

No.1, Nallathambi Road, Pammal,
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Mobile No: 99401 78702

BEFORE THE NATIONAL GREEN TRIBUNAL SOUTHERN ZONE BENCH,
AT CHENNAI.

ORIGINAL APPLICATION NO. 9 OF 2022

IN THE MATTER OF:-

1. PISATI INDIRA REDDY,

W/o Late P.Ram Reddy,
Aged About 64 years occ: Organic farmer,
R/o H.No. 183, Sadashiva Heavens,
PeddaAmberpet village, Abdullapurmet Mandal,
Ranga Reddy district, Telangana -501505.
Mobile No:9391013054
Mail: Indiraramayogi@gmail.com

2. AKITI NIKHIL KUMAR REDDY

S/o Akiti Rama Krishna Reddy,
Age About 26 years, H.No.2-6,
Chinna Ravirala, Abdullapurmet Mandal,
RangareddyDist, Telangana-501505.
Mobile No. 9666905777
Mail: advaravan@gmail.com

...APPLICANTS

VERSUS

1. UNION OF INDIA,

Rep. by its Secretary,
Union Ministry of Environment, Forest &CC,
Indira Paryavaran Bhavan,
New Delhi-110003.
Phone: 011 24695262,24695265
Mail: secy-moef@nic.in and 32 Others

...RESPONDENTS

For M/s. Alluri Estates Pvt. Ltd.


Authorised Signatory

ADDITIONAL COUNTER AFFIDAVIT FILED ON BEHLAF OF
RESPONDENT NO.27

I, A.Suryanarayana Raju Son of Satyanarayana aged about 52 years, Rep by its Proprietor of M/s. Alluri Estates Pvt Ltd, Sy.No. 57, Deshmukh (V), Pochampally (M), Yadadri Bhuvanagiri District. do hereby solemnly and sincerely affirms and make oath and state as follows:

1. I respectfully submit that, I am the Respondent No.27 herein, **M/s. Alluri Estate Pvt Ltd** and as such I am well acquainted with the facts of the case.
2. At the outset, I deny each and every averment, allegation, statement, raised in the above titled application, as being wholly baseless, misconceived, contrary to facts and records, devoid of substance, and unsustainable either in law or on facts, except to the limited extent of those matters which are specifically and expressly admitted herein.

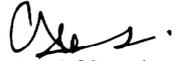
Business activity of the Respondent No.27:-

3. It is to submit that the Respondent No.27 herein is engaged in the business of operating of **Rough Stone & Road Metal Quarry** at Sy.No. 57, Deshmukhi Village Pochampally Mandal, Telangana.

Reply of the Respondent No.27 as against the allegations raised by the Applicant:-

4. It is humbly submitted that the Applicant has not raised any specific allegation against the present Respondent in the Original Application.

For M/s. Alluri Estates Pvt. Ltd.


Authorised Signatory

Nevertheless, without prejudice, the Project Proponent herein submits its compliance with the environmental norms in respect of the quarrying activity.

FINDINGS OF THE TELANGANA STATE POLLUTION CONTROL BOARD IN RESPECT OF RESPONDENT NO.27:

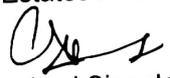
5. In response to the allegations raised by the applicant, the Telangana State Pollution Control Board has filed its report before this Hon'ble Tribunal on 20.04.2022. In the said report, at pages 29, the TSPCB has clearly recorded the following observations, which are extracted hereinbelow:

Findings of the TSPCB as against the Quarry:

R-27 - M/s. Alluri Estates Pvt. Ltd., (6.60 Ha Rough Stone & Road Metal Mine No. 57, Deshmukh (V), Pochampally (M), Yadadri Bhuvanagiri District.

- a) *The industry has obtained mine quarry lease from mining department on 25.01.2014 an extent of 6.60 Ha with the lease period valid up to 24.01.2024.*
- b) *The industry not obtained Environmental Clearance (EC) as required under EIA Notification, 2006.*
- c) *The industry not obtained Consent for Operation (CFO) of the Board as required: under Water Act and Air Act.*

For M/s. Alluri Estates Pvt. Ltd.


Authorised Signatory

d) During the inspection, the Quarry was not in operation.

e) The Board has issued Show cause Notice dated 08.03.2022 to the unit for not obtaining Consent for Operation (CFO).

Objections to the findings of the TSPCB report- Requirement of EC not Mandatory:-

6. It is submitted that the quarry lease was granted in the year 2014 at Sy.No. 57, Deshmukhi Village Pochampally Mandal, Telangana, for a period of (10) years which was granted by the Government of Telangana in favour of the M/s. Alluri Estate Pvt Ltd i.e., Respondent no.27 for carrying out quarrying operations.
7. It is respectfully submitted that the quarry lease was granted to M/s. Alluri Estate Pvt Ltd, i.e., Respondent No.27 in the year 2014. Therefore, under during the relevant period, the requirement for obtaining a fresh Environmental Clearance under the provisions of EIA 2006 does not arise in the absence of any modification, expansion, or renewal of the mining activity. It is a settled position that the need for EC arises at the time of lease expiry or when the project proponent seeks renewal or proposes changes in the nature or extent of operations. In the instant case, as the lease remains valid and unexpired, the excavation carried out by Respondent No.27 cannot be treated as illegal solely on the ground of absence of EC.

For M/s. Alluri Estates Pvt. Ltd.


Authorised Signatory

Extract from the EIA Notification:

Now, therefore, in exercise of the powers conferred by sub-section (1) and clause (v) of sub-section (2) of section 3 of the Environment (Protection) Act, 1986, read with clause (d) of sub-rule (3) of rule 5 of the Environment (Protection) Rules, 1986 and in supersession of the notification number S.O. 60 (E) dated the 27th January, 1994, except in respect of things done or omitted to be done before such supersession, **the Central Government hereby directs that on and from the date of its publication the required construction of new projects or activities or the expansion or modernization of existing projects or activities listed in the Schedule to this notification entailing capacity addition with change in process and or technology shall be undertaken in any part of India only after the prior environmental clearance from the Central Government** or as the case may be, by the State Level Environment Impact Assessment Authority, duly constituted by the Central Government under sub-section (3) of section 3 of the said Act, in accordance with the procedure specified hereinafter in this notification.

From the above provisions that the requirement for Environmental Clearance (EC) is attracted only in cases of expansion beyond the existing lease parameters or upon renewal of the lease. Therefore, any excavation carried out under a valid lease and permit issued by the State government cannot be deemed illegal in the absence of such expansion or renewal. Furthermore, it is pertinent to note that the project proponent has duly paid the seigniorage fee for

For M/s. Alluri Estates Pvt. Ltd.



Authorised Signatory

the excavated material. This reinforces the position that the mining operations were conducted in accordance with the terms of the lease and the applicable statutory framework.

Application for environmental clearance submitted by the Respondent No.27 in the year 2018:

8. It is submitted that Respondent No. 27 has applied for Environmental Clearance on 05.08.2018, and the same is presently under consideration before the State Level Environment Impact Assessment Authority, Telangana. The application for Environmental Clearance was duly filed in compliance with the judgment in the *Deepak Kumar* case.
9. I respectfully submit that the Joint Committee constituted by this Hon'ble Tribunal, in its report dated 22.04.2022, has categorically observed that ***"the Surveyor of Mines Department was also present and verified the boundaries of the quarry leases and found that the lease holders are working within the granted area as per the executed sketch and no illegal quarrying is noticed."*** In view of this unambiguous finding, it is evident that no excess mining, encroachment, or violation of the lease conditions has been committed by this Respondent, and hence the allegations made in the Original Application are wholly unfounded and devoid of merit.

In light of the above submissions and the documents annexed herewith, it is most respectfully submitted that Respondent No. 27 has complied

For M/s. Alluri Estates Pvt. Ltd.


Authorised Signatory

with all the directions issued by the TSPCB and has obtained all necessary consents and permissions to operate the unit. It is further submitted that the requirement of Environmental Clearance did not arise in the present case until the year 2016.

PRAYER

In view of the above, it is most respectfully prayed that this Hon'ble Tribunal may be pleased to:

- a. Dismiss the above Original Application with exemplary costs insofar as the allegations raised against Respondent No.27 is devoid of merit, unsustainable both in law and on facts, and are based solely on presumptions and surmises.
- b. Pass such order or other order as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case and thus render justice.

For M/s. Alluri Estates Pvt. Ltd.


Authorised Signatory

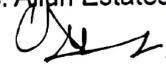
VERIFICATION

I, A.Suryanarayana Raju Son of Satyanarayana aged about 52 years Rep by its Proprietor M/s Alluri estates Pvt Ltd Sy.No. 57, Deshmukh (V), Pochampally (M), Yadadri Bhuvanagiri District, do hereby verify that the contents of the above paragraphs are true and correct to the best of my knowledge and belief, and are based on legal advice and that I have not suppressed any material fact.

Dated at Chennai on this the 11th day of Dec, 2025

For M/s. Alluri Estates Pvt. Ltd.

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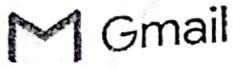


Authorised Signatory

RESPONDENT NO.27

4/5/2018

Gmail - Acknowledgement Slip for TOR application



alluri estates <allurlestates18@gmail.com>

Acknowledgement Slip for TOR application

1 message

Thu, Apr 5, 2018 at 12:03 PM

monitoring-ec@nic.in <monitoring-ec@nic.in>
 To: allurlestates18@gmail.com
 Cc: monitoring-ec@nic.in

Acknowledgement Slip for TOR

This is to acknowledge that the proposal has been successfully uploaded on the portal. The proposal shall be examined by MS of SEIAA to ensure that required information has been submitted. An email will be sent for seeking additional information, if any, within 5 working days. Once verified, an acceptance letter shall be issued to the project proponent.

Following should be mentioned in further correspondence

1. Proposal No. : SIA/TG/MIN/23549/2018
2. Category of the Proposal : Non-Coal Mining
3. Project/Activity applied for : 1(a) Mining of minerals
4. Name of the proposal : M/s. Alluri Estates Pvt. Ltd
5. Date of submission for TOR : 05 Apr 2018
6. Name of the Project proponent along with contact details
 - a) Name of the proponent : ALLURI ESTATES PVT LTD
 - b) Mobile No. : 9849391244
 - c) State : Telangana
 - d) District : Nalgonda
 - e) Pincode : 508284

<https://mail.google.com/mail/?ui=2&ik=169eadc957&jsver=A8g5Xln1WA8.en.&view=pt&search=inbox&th=1629483a6f546355&siml=1629483a6f546355>

GOVERNMENT OF ANDHRA PRADESH
 PROCEEDINGS OF THE ASSISTANT DIRECTOR OF MINES AND GEOLOGY,
 YADADRI-BHUVANAGIRI DIST.
 (Present Sri M. Suryanarayana Raju, Asst. Director)

Proceedings No. 2666/QL/2018

Dated:16.05.2018

Sub:- Mines & Quarries - Quarry Lease for Rough Stone & Road Metal & Gravel over an extent of 6.60 Hectares in Sy No. 57 of Deshmukhi Village, Pochampally Mandal Yadadri-Bhuvanagiri Dist. in favour of M/s.Alluri Estates Pvt. Ltd., Managing Director. Sri A. Suryanarayana Raju- Work Order - Issued - Regarding.

- Ref:-**
1. Proceedings No. 6512/Q-II(1)/2013, dated. 18-12-2013 of Dy Director of Mines & Geology, Hyderabad.
 2. Proceedings No. 2666/QL/2013, dated. 25.01.2014 of Asst. Director of Mines & Geology, erstwhile Nalgonda District.
 3. Proceedings No.6512/Q-II(1)/2013, Dt:07.05.2018 of the Dy. Director of Mines and Geology, Hyderabad.
 - 4.Lr.No.Nil,dt.16.05.2018 from M/s.Alluri Estates Pvt. Ltd.

* * * * *

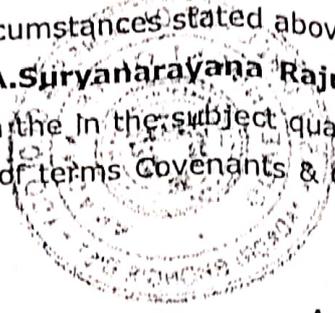
ORDER:

In the reference 1st cited, the Dy. Director of Mines & Geology, Hyderabad has granted a Quarry Lease for Rough Stone & Road Metal in over an extent of 6.60 Hectares in Sy.No.57 of Deshmukhi Village, Pochampally Mandal, Yadadri-Bhuvanagiri for (10) years. Accordingly, the Asst. Director of Mines & Geology, erstwhile Nalgonda was executed the quarry lease deed and issued work orders through the reference 2nd cited. The quarry lease is inforce up to 24.01.2024.

Through the reference 3rd cited, the Dy. Director of Mines & Geology, Hyderabad has accorded permission inclusion of Gravel in the Quarry Lease held by **M/s. Alluri Estates Pvt. Ltd., Managing Director: Sri A.Suryanarayana Raju, Plot No.35, H.No.8-2-248/B/28, Road No.3, Banjara Hills, Hyderabad** to work for Rough Stone and Road Metal and Gravel over an extent of 6.60 hect in Sy No.57 of Deshmukhi Village, Pochampally Mandal, Yadadri- Bhuvanagiri(Dt) for the unexpired period of i.e. 24.01.2024. Through the reference 4th cited, the lessee has requested to execute supplementary lease deed and issue Work Order.

The Grantee **M/s. Alluri Estates Pvt. Ltd., Managing Director: Sri A.Suryanarayana Raju, Plot No.35, H.No.8-2-248/B/28, Road No.3, Banjara Hills, Hyderabad** to work for Rough Stone and Road Metal and Gravel over an extent of 6.60 hect in Sy No.57 of Deshmukhi Village, Pochampally Mandal for the unexpired period of i.e. upto 24.01.2024. Subject to the provision of the TSMC Rules, 1966 and the special conditions specified in the appendix enclosed to the grant orders and subsequent instructions issued by the Government in the matter from time to time.

In the light of the circumstances stated above **M/s. Alluri Estates Pvt. Ltd,**
Managing Director: Sri A.Suryanarayana Raju is hereby permitted to conduct
the quarrying Operations in the In the subject quarry upto expiry i.e. 24.01.2024
subject to the satisfaction of terms Covenants & Conditions laid in Form-G & Rule
31 of APMMC Rules 1966.


M. Venkateswara
Asst. Director of Mines & Geology,
Yadadri- Bhuvanagiri.

To
M/s. Alluri Estates Pvt. Ltd., Managing Director: Sri A.Suryanarayana Raju,
Plot No.35, H.No.8-2-248/B/28, Road No.3, Banjara Hills, Hyderabad

Copy submitted to the Director of Mines & Geology, Hyderabad along with copy of
lease deed for favour of kind information.

Copy submitted to the Dy. Director of Mines & Geology, Hyderabad along with copy
of lease deed for favour of kind information.

Copy to the Tahsildar, Choutuppal, Yadadri-Bhuvanagiri Dist., along with sketch for
information.



తెలంగాణ తేలంగానా TELANGANA
S.I. No: 7679, Dt. 8.1.5.2018, No. 100/

Sold to: A. SURYANARAYANA RAJU, S/o. A. SOMARAJU R/o. H.
For whom: M/s. ALLURI ESTATES PRIVATE LIMITED.



N 476311
M. ANJANEYULU
Licensed Stamp Vendor
Lic No. 15-28-001/1998
R.L. No. 15-28-005/2016
H.No. 7-22/1, Saheb Nagar Kaler
R.R. Dist-70. Cell: 9846691324

Supplementary Lease deed
FORM - G
(See Rule 8)

Form of lease (minor minerals) to private persons
This indenture made the 16 day of May 2018 between the Governor Telangana (hereinafter called the "Lessor" which expression shall where the context so admits, include his successors in office and assigns) of the one part and M/s. Alluri Estates Pvt. Ltd., Managing Director: Sri A.Suryanarayana Raju, Plot No.35, H.No.8-2-248/B/28, Road No.3, Banjara Hills, Hyderabad (here in after called the "Lessee" which expression shall, where the context so admits, include his heirs, executors, administrators, representatives and assigns) of the other part.

(Whereas the lessee has been granted quarry lease by the Government of Telangana on application in (Sealed Tender-cum-Public Auction) of the lands in the Yadadri-Bhuvanagiri District for the purpose of quarry for Rough Stone & Road Metal and Gravel and has deposited with the Assistant Director of Mines and Geology of Yadadri-Bhuvanagiri he sum of Rs.3,30,000- (Rupees Three Lakhs Thirty thousand only) as security for the due and faithful performance by the lessee of the covenants and conditions on the part of the lessee hereinafter contained N.S.C. bonds Nos. SNS / 30 EF 302151 to 302168, dt.21.01.2014 = 18 Nos @ Rs.10000 each. 78 CC 018079, dt.Dt.21.01.2014 = 01Nos @ Rs.1000 each 53AA 477073 to 477077, dt.21.01.2014=05Nos @ Rs.100 each for a total amount of Rs.1,81,500/- dated 21-01-2014.

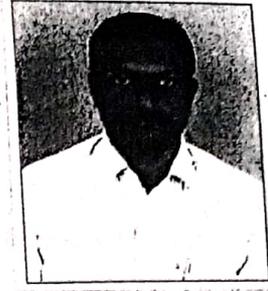
LESSEE

M. V. K. Bhatnagar
Asst. Director of Mines and Geology,
Yadadri-Bhuvanagiri

Supplementary

FORM - G
(See Rule 8)

Form of lease (minor minerals) to private persons



This indenture made the ____ day of May 2018 between the Governor Telangana (hereinafter called the "Lessor" which expression shall where the context so admits, include his successors in office and assigns) of the one part and M/s. Alluri Estates Pvt. Ltd., Managing Director: Sri A.Suryanarayana Raju, Plot No.35, H.No.8-2-248/B/28, Road No.3, Banjara Hills, Hyderabad (here in after called the "Lessee" which expression shall, where the context so admits, include his heirs, executors, administrators, representatives and assigns) of the other part.

(Whereas the lessee has been granted quarry lease by the Government of Telangana on application in (Sealed Tender-cum-Public Auction) of the lands in the Yadadri-Bhuvanagiri District for the purpose of quarry for Rough Stone & Road Metal and Gravel and has deposited with the Assistant Director of Mines and Geology of Yadadri-Bhuvanagiri he sum of Rs.3,30,000- (Rupees Three Lakhs Thirty thousand only) as security for the due and faithful performance by the lessee of the covenants and conditions on the part of the lessee hereinafter contained: N.S.C. bonds Nos. 5NS / 30 EF 302151 to 302168, dt.21.01.2014 = 18 Nos @ Rs.10000 each. 78 CC 018079, dt.Dt.21.01.2014 = 01Nos @ Rs.1000 each 53AA 477073 to 477077, dt.21.01.2014=05Nos @ Rs.100 each for a total amount of Rs.1,81,500/- dated 21-01-2014.

And where as the Government of Telangana acting for and on behalf of the lands and premises hereinafter described and demised for the term and at the (knocked down amount) dead rent and seigniorage fee, and subject also to the covenants conditions and conditions hereinafter contained now this indenture witnesses as follows :-

The lessor hereby demises to the lessee all those several pieces or pieces of land situated in the village of **Deshmukhi** village in the sub-registration district of Deshmukhi and registration district of Yadadri-Bhuvanagiri in Telangana being more particularly described in the schedule hereunder written and delineated in the map or plan hereunto annexed and there in coloured.

These are included in the said demise and for the purposes thereof following liberties:

1. To get from the said demised pieces of land
2. For the purpose aforesaid to use any water in or under the said demised pieces of land and to divert the same and to make or construct any water courses or ponds so however that nothing shall be done in the exercise of this authority which shall interfere with the rights of any adjoining owners of the tenants or the lessors in respect of such water.


LESSEE


Asst. Director of Mines and Geology,
Yadadri-Bhuvanagiri

1. Generally to do all things which shall be convenient or necessary for getting the Gravel and material hereby authorized to be got and for removing and disposing thereof as aforesaid.

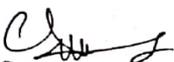
These are expected and reserved to lessor out of this demise :-

1. All earth minerals and other substances not here in before expressly authorized to be got from the demised pieces of land by the lessee.
2. Liberty for the lessor or other persons authorized by him to search for work, Get, carry away and dispose of the excepted minerals and other substances and for such purposes to have the right of ingress, egress and regress over the said demised pieces of land and to make erect and use all pits, machinery, buildings, roads and other necessary works and conveniences provided that the rights hereby reserved shall be exercised, in such a way as to cause as little obstruction as possible to the lessee in the use and enjoyment of its rights hereunder and that reasonable compensation for damages caused by any such obstruction shall be paid to the lessee the amount thereof in case of difference to be settled by arbitration as hereinafter provided.
2. The said demised pieces of land shall be held by the lessee for the unexpired period up to 24th day of Jan 2024 determinable as hereinafter provided.
5. The lessee hereby agrees to pay during the said term the following dead rent and Seigniorage fee whichever is higher and also all cesses which may, from time to time, be Imposed by the Government:
 1. The yearly dead rent Rs. 3,30,000/- in respect of the said demised pieces of land.
 2. A seigniorage fee of Rs. 50/- per Cbm for Rough Stone & Road Metal and Rs.30/- per Cum for Gravel in respect of the said demised pieces of land.
6. The lessor may, during the currency of the lease, vary the rate of dead rent and the Seigniorage fee.


LESSEE


Asst. Director of Mines and Geology,
Yadadri-Bhuvanagiri

7. It is hereby agreed and declared that in regard to the said (knock down amount) dead rent and Seigniorage fee the following conditions shall be observed by the lessee.
- i) The said dead rent of Rs. 3,30,000/- shall be paid without any deduction on the first day of March in every year in advance.
 - ii) The said seigniorage fee Cbm 50/- per Cbm for Rough Stone & Road Metal and Rs.30/- per Cum for Gravel shall be paid before the same is removed from the said demised pieces of land.
8. The lessee hereby covenants with the lessor as follows :
1. To pay the (knock down amount) dead rent and seigniorage fee on the days and in manner aforesaid .
 2. To bear, pay and discharge all existing and future rates, taxes, assessments, duties, impositions, out goings and burdens what so ever imposed or charges upon the demised pieces of land or the produce thereof or the bid amount, dead rent and seigniorage fee hereby reserved or upon the owner or occupier in respect thereon or payable by either in respect thereon except such charges or impositions as the lessee is or may hereinafter be by law exempted from.
- 2-A Should any rent seigniorage fee or other sums due to the State Government under the terms and conditions of these presents be not paid by the lessee/Lesseees within the prescribed time, the same may be recovered together with simple interest due there on at the rate of twenty four per cent per annum on a certificate of such officer as may be specified by the State Government by general or special order in the same manner as on arrear of land revenue.
3. Before digging or opening any part of the said demised pieces of land for **Rough Stone & Road Metal and Gravel** carefully to remove the surface soil to a depth of at least _____ meters and lay a side and store the same in some convenient part of the said demised pieces of land until the land from which it has been removed is again restored to a state fit for cultivation as hereinafter provided.
 4. To effectually fence off the said demised pieces of land from the adjoining lands and to keep the fences in good repair and conditions.


LESSEE


Asst. Director of Mines and Geology
Yadadri-Bhuvanagiri

5. Not to assign, underlet or part with the possession of the demised land or any part thereof without the written consent of the lessor first obtained. (A quarry lease granted by sealed tender-cum-public auction for sand-is not open for transfer).
6. After working out any party of the said demised pieces of land forthwith to level the same and replace the surface soil thereof and slope the edges, where necessary so as to afford convenient connection with the adjoining land.
7. That the lessee shall keep correct accounts, in such form as the Assistant Director of Mines and Geology concerned shall, from to time, require and direct showing the quantities and other particulars of the said mineral obtained by the lessee from the said lands and also the number of persons employed in carrying on the said quarrying operations therein and shall, from time to time, when so directed by the Assistant Director of Mines and Geology concerned prepare and maintain complete and correct plans of all quarries and workings in the said lands and shall allow any officer thereunto, authorized by the lessor from time to time and at any time, to examine such accounts and any such plans and shall, when so required, supply and furnish to the lessor all such information and returns regarding all or any of the matters aforesaid as the lessor shall, from time to time, require and direct.
8. That if in the course of quarrying any mineral not specified in the lease is discovered the lessee or registered holder shall at once report such discovery to the Assistant Director of Mines and Geology concerned who shall obtain orders of the Government regarding the working of the same.
9. That the lessor's agents, servants and workmen shall be at liberty at all reasonable times during the said term, to inspect and examine the works carried on by the lessee under the liberties herein before granted and the lessee shall and will, from time to time, and at all times during the said term hereby granted conform to observe all orders and regulations which the lessor or his authorized agent as the result of such inspection may from time to time see fit to impose to keep the lands in good and substantial repair, order and condition or in the interest of public health and safety.
10. The lessee shall without delay send to the Assistant Director of Mines and Geology a report of any accident involving the death or injury to any person which may occur in or about the quarry and shall observe all rules for the time being in force regulating the working of quarries.


LESSEE

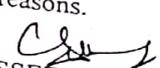

Asst. Director of Mines and Geology
Yadadri-Bhuvanagiri

- thereof
11. That the lessee shall not without the express sanction in writing of the said Assistant Director of Mines and Geology cut down or injure any timber or trees on the said lands but he may clear away brushwood or undergrowth which interferes with any operations authorized by these presents on payment of due compensation for cutting or injuring trees growth in the said lands to the departments concerned.
 12. That wherever necessary, pay to the person concerned, compensation for any loss or damage which may be caused by the lessee to the surface of the demised pieces of land or to anything growing or situated therein in exercise of the rights granted and shall not commence operations until such compensation has been paid. The lessee shall further always keep the lessor indemnified against any claim by any person for any loss or injury caused to him or to his property by lessee. The Deputy Director shall be the competent authority to assess and fix any compensation payable by the lessee for any loss or injury done to him or his property.
 13. That if required by the Assistant Director of Mines and Geology, erect and maintain at his own expense, boundary pillars of subsistent material standing not less than three feet above the surface of the ground at each corner or angle in the line of the boundary of the area leased to him and at intervals of not more than three meters along the boundary, as delineated in the plan attached to the lease deed.
 14. If any mineral not specified in the lease deed or agreement is discovered, the lessee or the registered holder shall not win or dispose of such mineral without obtaining the permission of (the Director of Mines and Geology) and without payment of the seigniorage fee and the acreage assessment. If lessee or the registered holder fails to intimate (the Director of Mines and Geology) the discovery of such new minerals and obtain his permission within a period of thirty days from the date of the working of the mineral is begun, the Director of Mines and Geology or Deputy Director of Mines and Geology may levy enhanced seigniorage fee and acreage assessment.
 15. The lessee or the registered holder shall strengthen and support to the satisfaction or any Railway Administration concerned or the State Government as the case may be, any part of the quarry which in the opinion of the Railway Administration or as the case may be, the State Government requires such strengthening or support for the safety of any railway, reservoir, canal, road or any other public works or structures.


LESSEE


Asst. Director of Mines and Geology
Yadadri-Bhuvanagiri

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16. That this lease may be terminated in respect of the whole or any part of the premises by six months notice in writing on either side.
 17. That on such determination the lessee shall have no rights to compensation of any kind.
 18. That the (knock-down amount)/dead rent-, and seigniorage fee payable under these presents shall be recoverable under the provisions of the Revenue Recovery Act, 1864 thereof.
 19. That the determination of the tenancy to deliver up the demised land in such condition as shall be in accordance with the provisions of these presents save that lessee shall if so required by the lessor restore in manner provided by the foregoing covenant in that behalf the surface or any part of the land which has been occupied by the lessee for the purpose of the works hereby authorised and has not been so restored.
 20. In respect of granite and marble, the lessee shall comply with the provisions of Granite Conservation and Development Rules' 1999 and the Marble Development and Conservation Rules' 2002, respectively.
 1. (a) The lessee shall follow and effect the provisions of Labour Laws pertaining to the employment, payment of wages and other welfare measures to the Labour who are employed in quarries and mines.
 - (b) The lessee further shall take all precautionary measures in conducting mining operations as per the relevant situations made under Metalliferous Mines Regulations, 1961.
 - (c) If the lessee violates the provisions as stipulated above and having confirmation from the Department concerned necessary action shall be taken for cancellation of the lease, by giving an opportunity".
 21. The lessor hereby covenants with the lessee that on the lessee paying the (knock down amount) dead rent and seigniorage fee hereby reserved and that on observing and performing the several covenants and stipulations herein the lessee shall peaceably hold and enjoy the demised pieces of land and the liberties and powers hereby demised and granted during the said term without any interruption by the lessor or any person rightfully claiming under or in trust for him.
- 9-A Government reserves the right :-
1. To cancel the quarry lease granted and executed under these rules after giving a previous notice.
 2. To prohibit quarrying operations in part or the whole of the area under lease with recorded reasons.


LESSEE


Asst. Director of Mines and Geology
Yadadri-Bhuvanagiri

10. It is hereby expressly agreed as follows :-

1. If any part of the (knock-down amount) dead rent and seigniorage fee hereby reserved shall be unpaid for thirty days after becoming payable (whether formally demanded or if the lessee while the demised pieces of land or any part there of remain vested in him shall become insolvent or if any covenant on the lessee's part herein contained shall not be performed or observed them and in any of the said case it shall be lawful for the lessor at any time thereafter to declare to whole or any part of the said security deposit of Rs.3,30,000/- to be forfeited and also to reenter upon the demised pieces of land or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the lessor in respect of any reach or non-observation of the lessee's covenants herein contained.
2. The expiry or determination of the lease, the lessee shall be at liberty to remove, carry and dispose of all the stocks of the mineral extracted and all engines, machinery, articles and other things whatsoever (not being building or bricks or stones) within one month or extended period granted by the Government after paying dead rent and seigniorage fee and other sums which may be due and performing and observing the covenants on his part herein before reserved and contained and also making good any damages done by such removal but not building which shall be erected on the said demised places of land by the lessee and left thereon at the determination of the lease and shall be the absolute property of the lessor who shall not pay any price for the same.
3. If the lessee shall have paid the (knock-down amount) dead rent and seigniorage fee and duly observed and performed the covenants and conditions on his part herein contained the said deposit of Rs.3,30,000/- shall be returned to him at the time of unexpired period of Ten (10) years.
4. If any question of difference or dispute shall arise between the parties hereto or any persons claiming under them respectively concerning the (knock-down amount) dead rent and seigniorage fee hereby reserved or touching the construction of any clause herein contained or the rights, duties or liabilities of the parties hereunder or in any other way touching or arising out of these presents the same shall be referred to the Director of Mines and Geology whose decision thereon shall be final and binding on the parties thereto. In witness where of **Sri M.Venkateswarlu, Assistant Director of Mines and Geology, Yadadri-Bhuvanagiri** acting for and on behalf of and by order and direction of the Government of Telangana the lessee have hereto set their hands the day and year first above writing.


LESSEE


Asst. Director of Mines and Geology
Yadadri-Bhuvanagiri

THE SCHEDULE

Name of Taluk	Name of Village	Survey Number	Extent Nos.	Yearly Assessment	Boundaries of the leased area
1	2	3	4	5	6
Pocahmpally (M)	Deshmukhi (V)	57	6.60 Hect.	The Dead Rent of Rs. 3,30,000/- per year or Sg. Fee Rs. 50/- per cbm for Rough Stone & Road Metal and Rs.30/- per Cum for Gravel which ever higher will be charged	As per Demarcated Sketch enclosed.

Signed and delivered by the above name in the presence of _____


LESSEE


Asst. Director of Mines and Geology
Yadadri-Bhuvanagiri

ALLURI ESTATES PRIVATE LIMITED

Survey No 57, Deshmukhi Village, Budhan Pochampally Mandal, Yadadri Bhongir District

Date: 12th May 2022

To
The Environmental Engineer,
TSPCB Regional Office
Nalgonda,
Yadadri -Bhongiri District
Telangana State.

Sub: Reply to Show Cause Notice issued - Reg.

Ref: Notice No: 72001/PCB/RO-NLG/2022-218, Date: 08.03.2022

Dear Sir,

With reference to the above subject, We, M/s. Alluri Estate Private Limited, is submitting the reply letter to the notice and stating that our Mine lease granted before the year 2012 for the total Extent of 6.60 Ha. Patta land, which is not required Environmental Clearance (EC) and granted Lease before 2012 from the Mines & Geology Department. Our existing lease agreement of mining work will be expired in 2024.

S. No.	Board observations	Status
1	During the inspection the quarry was not in operation	Quarry was in operation
2	The Mine is operating without obtaining the Environmental Clearance (EC) from MoEF & CC as required under EIA Notifications 2006.	We are already applied for the Environmental Clearance (EC).
3	The mine is not obtained Consent for Operation (CFO) of the board as required under the Water Act and Air Act.	We will obtain CFO of the Board as required under water Act and Air Act after we obtained the EC From MoEF.
4	The Mine has not provided the water sprinklers to suppress the dust generated from the haul roads, Mine working faces, etc., during the mining operation and due to plying of the vehicles.	We have provided the water sprinklers and also sprinkling water by the Water tankers at the haul roads and loading areas and dumping area.
5	The total mine area is more than 5 Ha. Which attracts EC as per the EIA Notification 2006.	We are already applied for the Environmental Clearance (EC).

Hence we are herewith requesting you to give at least 45 days time to submit the EC, CFE & CFO. However we are trying to get the Environmental Clearance (EC) as early as possible. Kindly give me permission to work till the above permissions obtained.

Kindly acknowledge the same and do the needful at the earliest.

Thanks & Regards

For M/s. Alluri Estates Pvt. Ltd.,


Authorized Signatory

**BEFORE THE NATIONAL GREEN
TRIBUNAL (SZ) BENCH
AT CHENNAI**

O.A.No. 09 of 2022 (SZ)

**ADDITIONAL COUNTER AFFIDAVIT
FILED BY 27th RESPONDENT
DATED '11.12.2025**

M/s.

G STANLY HEBZON SINGH (3087/2009)

G VIGNESH (5568/2021)

V ANANTHA KRISHNAN (1031/2024)

Counsel For The 27th Respondent