

**BEFORE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 203/2021**

**IN THE MATTER OF**

Devidas Khatri

...Applicant

VERSUS

Union Of India &amp; Ors..

...Respondents

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Dated. 12.04.2024

Filed by- *Vijay Kumar Srivastava*VIJAY KUMAR SRIVASTAVA  
Advocate for Respondent NO.15

Chamber No. 121-A

New Building High Court

Allahabad

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Mob.-9044959164

BEFORE HON'BLE NATIONAL GREEN TRIBUNAL  
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IN THE MATTER OF

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Objection/Reply on behalf of respondent no.15  
Shri Harihar Prasad Gupta S/o Late Hazari Lal  
gupta R/o Sankargarh, Bara, Allahabad

MOST RESPECTFULLY SHOWETH:

1. That a matter of original application no.203/2021 titled Devidas Khatri vs Union of India & ors. Pertaining to the grievance in this application against illegal mining activities of Silica sand and washing plants of Silica sand in Shankargarh Block and nearby area like Pervaizabad, Lalapur, Bankipur, Janwa, Dhara etc., of Prayagraj District, U.P. is under consideration before this Hon;ble Tribunal.
2. That in compliance of Order dated 06.11.2023 in Original Application No. 203/2021 the Joint Committee has filed its report on dated 17.01.2024.
3. That it is pertinent to mention here that as per order dated 19.01.2024, on the basis of Joint Committee report dated 17.01.2024 expired mining lease holders are impleaded as respondents in the present Original application.
4. That as per order passed by this Hon'ble

Tribunal the following objection/reply is being filed along with affidavit on behalf of respondent no 15.

5. That a lease deed was executed in favour of **respondent no.15** Shri Harihar Prasad Gupta S/o Late Hazari lal gupta R/o Sankargarh, Bara, Allahabad, situated at village-Bhainsahi, Tahsil-Bara, District-Allahabad, area of 3.15 acres, for the period of twenty years from 09.02.1993 to 08.02.1998, and from first renewal extended for a period of 20 years from 09.02.1998 to 08.02.2018.through first renewal. For kind perusal a photo copy of lease deed is annexed herewith as **Annexure R-1** to this reply.
6. That the respondent No.15 Shri Harihar Prasad Gupta obtained Environmental Clearance form State Level Environmental Impact Assessment Authority, Uttar Pradesh, bearing Ref. No. 1622/parya/SEAC/1749/2013/JDCA(S), on dated 08.10.2013. A copy of Environmental Clearance dated 08.10.2013is annexed herewith as **Annexure R-2** to this reply.
7. That after completion of all document related formalities an order was passed by District Mining officer, Allahabad, on dated 20.02.2015 in favour of respondent no. 15 for continuing the mining activity. A copy of order passed by District Mining officer,

Allahabad, dated 20.02.2015 is annexed herewith as **Annexure R-3** to this reply.

8. That after expiry of mining lease, respondent no. 15 informed the Mining Officer, Allahabad, on dated 13.02.2018 about stop and handover the mining activity in the said leased area. A letter dated 13.02.2018 is being annexed as **Annexure R-4** to this reply.
9. That UPPCB pursuant to the filing of final Report a letter dated 22.02.2024 informed the respondent that it had been made a defendant in the present proceedings and sought for information including the copies of (i) lease deed of mine, (ii) CTO, (iii) year wise data of mining, (iv) details of green belt development work done around the mine. A Copy of Letter dated 22.02.2024 of the UPPCB is annexed herewith and marked as **Annexure-5** to this reply.
10. That hat the Project Proponent immediately on 04.03.2024 responded to the UPPCB furnishing the information sought highlighting that there was no violation. The Project Proponent also mention therein that the lease had expired on 13.02.2018 and not operational It was further mentioned that at the time of carrying out the mining work, all the rules and regulations related to environment and pollution have been followed. Copy of Reply Letter dated

04.03.2024 is annexed herewith and marked as **Annexure R-6** to this reply.

11. That wrong observation is made in the joint committee report dated 17.01.2024, against the respondent no.15 which is totally false and wrong, whereas Respondent No. 15 had been operated at all times with valid Environmental documents.
12. That answering respondent no. 15 had stopped the mining activity since 08.02.2018 from the date of expiry of the said lease.
13. That no prior information was given to the answering respondent no 15 in relation to site inspection.
14. That an ex-party inspection was done by the joint committee, and also ex-party inspection report has been submitted.
15. That allegation made in para 1.1 of the observation against the answering respondent no.15 as large scale illegal mining by using explosive was found in the lease area, drills and rocks also seen during visit to the lease area inside rocks, is wrong for the answering respondent, because the respondent had stopped the mining activity just after expiry of mining lease, the mining activity was not done by the respondent no. 15, in the disputed lease area, and respondent has no knowledge about illegal mining.
16. That the inspection was made behind the back

of the respondent and no opportunity of hearing was provided by the concern authority.

17. That no mining operations are being carried out by the respondent, and there is no deliberate and negligence and willful violation of the environmental regulations, and respondents are not liable to pay compensation for the damages.
18. That without giving opportunity of hearing and any prior notice given to the respondent at the time of inspection, report has been submitted by the joint committee against respondent no 15. and there is no evidence against the respondent no 15 that illegal mining activities found at the lease area were done by the respondent no.15.
19. That no allegation of illegal mining and transportation of silica sand has ever been made by the mining department nor has any first information report been filed against the respondent.
20. That answering respondent is law abiding citizen of India and has always complied with the Environmental and mining laws, and never indulged in violation of environmental laws, and inspection report dated 17.01.2024 is totally absurd.
21. That in reply/Objection it is submitted that no prior information of site visit was given to answering respondent no. 15, so as to

enable him or his representative to be present during inspection, hence denies all the allegations made in report against the respondent no 15, on basis of such inspection in violation of principles of natural justice. And therefore, the report of joint committee submitted on alleged site visit in absolute secrecy without any prior information to the answering respondent is unreliable.

22. That it is humbly submitted that respondent has not carried out any mining activity since expiry of the aforesaid silica sand mining lease.
23. That observation made against respondent no. 15 is totally false and wrong allegation because respondent no. 15 had stopped mining activities since expiry of mining lease.
24. That it is humbly requested and prayed that present reply/objection may kindly be taken on record for kind consideration by this Hon'ble Tribunal.
25. That it is further humbly prayed that in view of the above grounds, facts and circumstances, and secure the ends of justice, final report based on conjecture is completely absurd and ought not to be accepted and deserved to be rejected, in favour of the respondent, otherwise answering respondent shall suffer irreparable loss and injury.



e-Stamp

**SANJAY PATEL**  
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LIC No. 755  
District Court, Prayagraj  
Ph. 7905940483, 9670236209

Certificate No.	: IN-UP22860247398283W
Certificate Issued Date	: 12-Apr-2024 05:21 PM
Account Reference	: NEWIMPACC (SV)/ up14347504/ PRAYAGRAJ SADAR/ UP-AHD
Unique Doc. Reference	: SUBIN-UPUP1434750441900184745233W
Purchased by	: HARIHAR PRASAD GUPTA
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: HARIHAR PRASAD GUPTA
Second Party	: Not Applicable
Stamp Duty Paid By	: HARIHAR PRASAD GUPTA
Stamp Duty Amount(Rs.)	: 10 (Ten only)



12/4/2024

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IN THE MATTER OF

Devidas Khatri

....Applicant

VERSUS

Union Of India & Ors..

...Respondents

AFFIDAVIT

I, Harihar Prasad Gupta S/o Late Hari Lal Gupta, Ward NO 7, Motiyan Tola, Sankargarh, Allahabad, , Uttar Pradesh, 212108, do hereby solemnly affirm and declare as under:

1. That I the above named deponent is respondent no. 15 in the above mentioned Original application, and he is fully conversant with the facts and circumstances of the case and am competent to swear this affidavit.
2. That I have read and understand the contents of the Reply, hence swearing the present affidavit.
3. The facts stated in the accompanying reply are true to my knowledge and the submissions made therein are based on legal advice.
4. That the annexures enclosed to the petition are true copies of their respective originals.
5. That the facts of the above affidavit are true and correct to knowledge of the deponent and nothing false has been stated therein.

*Harihar Prasad Gupta*

DEPONENT

VERIFICATION

I, the deponent above named, do hereby verify and state that the contents of this affidavit are true and correct to the best of his knowledge and belief and nothing is false and nothing material has been concealed therefrom.

Verified at Allahabad this the 12 day April, 2024.



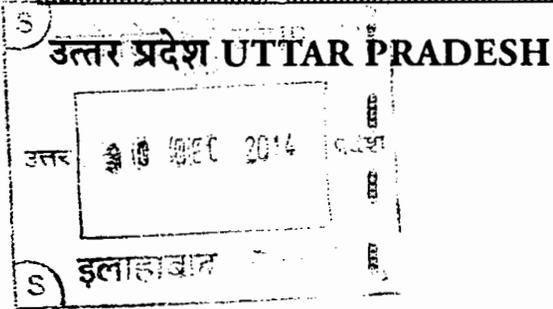
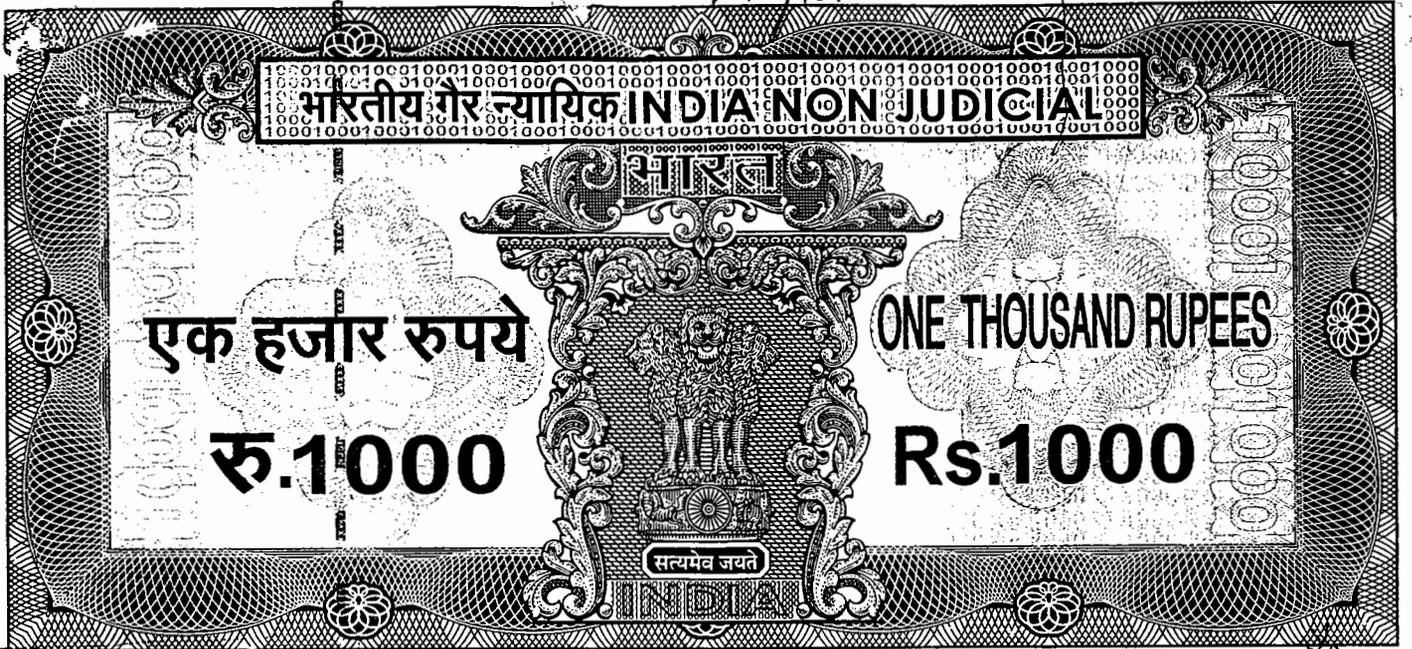
Identified by.....  
 Advocate to be his/her affidavit  
 true and correct which is here to  
 verified and attested.

*Harihar Prasad Gupta*

DEPONENT

**P. K. Dwivedi**  
 Advocate Notary  
 Govt. of India

**IDENTIFIED BY**  
*Harihar Prasad Gupta*  
 ADVOCATE PRAYAGRAJ



X 787334

### MINING LEASE DEED

THIS INDENTURE made this 30<sup>th</sup> day of January 2015, corresponding to saka samvat the 10 day of Magh 1936 between the Governor of Uttar Pradesh (hereinafter referred to as the 'State Government' which expression shall where the context so admits be deemed to include his successors in office and assigns) of the one part and Hari Har Prasad Gupta son of Late Hazari Lal, Resident of Village & Post- Shankargarh, Police Station - Shankargarh, Town- Shankargarh, & District Allahabad (hereinafter referred to as "the lessee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns) of the other part.

*Hari Har Prasad Gupta*

*(Signature)*

(गेन्दन लाल)  
उप सचिव  
भूतत्व एवं खनिकर्म विभाग,  
उ०प्र० शासन, लखनऊ



उत्तर प्रदेश UTTAR PRADESH

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X 787335

उत्तर प्रदेश 10 DEC 2014

इलाहाबाद

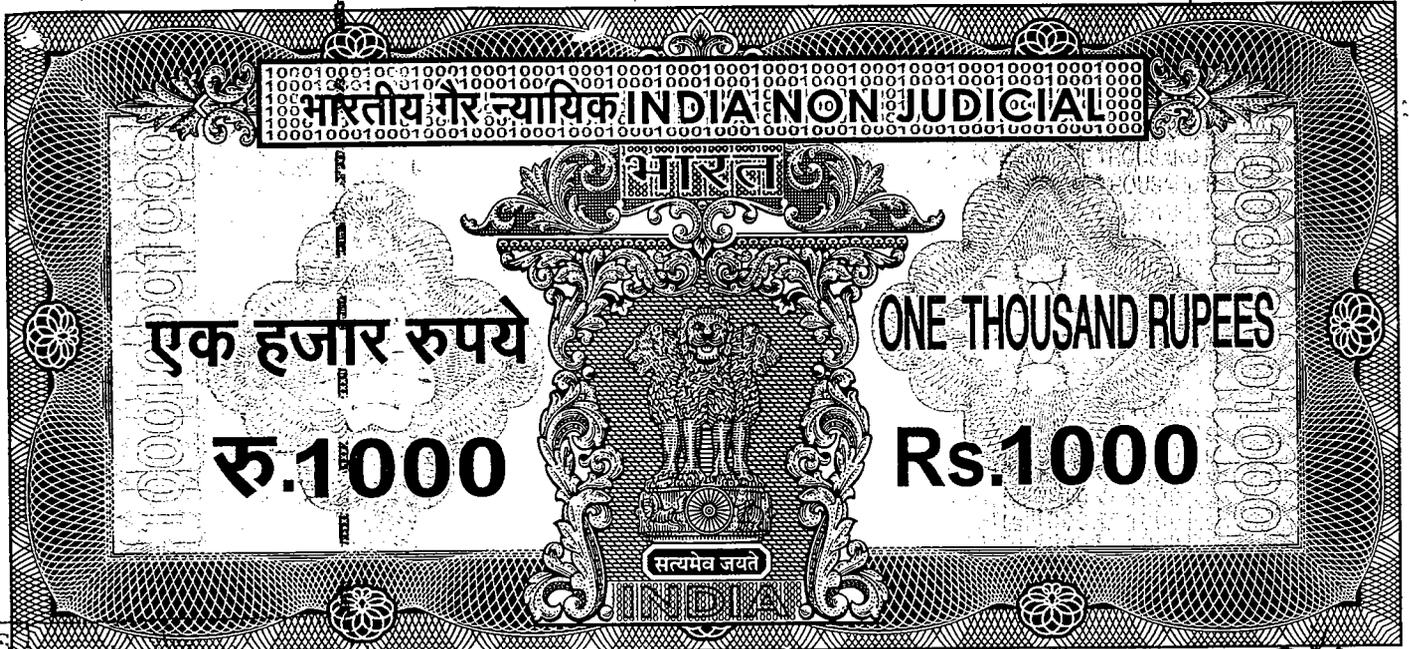
WHEREAS vide mining lease deed dated 09<sup>th</sup> February 1993, entered

between the State Government and the lessee and registered as on 1438 in Book No. 1, Volume No. 139 on pages 201 to 237 at the office of Sub-Registrar Bara, District Allahabad on 10<sup>th</sup> November 1993 the State Government granted and demised an area of 3.15 Acres or 1.27 hectares fully described in part I of the schedule thereto and delineated on map annexed thereto for the purpose of mining for Silica Sand for a period of 5 (Five) years commencing from 09<sup>th</sup> February 1993 (hereinafter referred as Principal Deed) in accordance with the Mineral Concession Rules, 1960.

AND WHEREAS on expiry of the term of the aforesaid mining lease, the lessee has applied to the State Government in accordance with the Rules, for the first renewal of the aforesaid mining lease for Silica Sand in respect of the lands described in part I of the schedule hereunder written but the said application of first renewal was not disposed of by the State Government at that time and lease became deemed renewed till the disposal of application of the lessee. However the State Government granted first renewal for the same area vide Government Order No. 2615/86-2014-98/2014 dated 16<sup>th</sup> December

*M. S. Singh*

*(गोन्दन लाल)*  
 उप नि. विभाग,  
 भूतत्व एवं संशोधन विभाग,  
 उ०प्र० शासन, लखनऊ



कलकत्ता काबिमा  
उत्तर प्रदेश UTTAR PRADESH

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उत्तर 30 DEC 2014

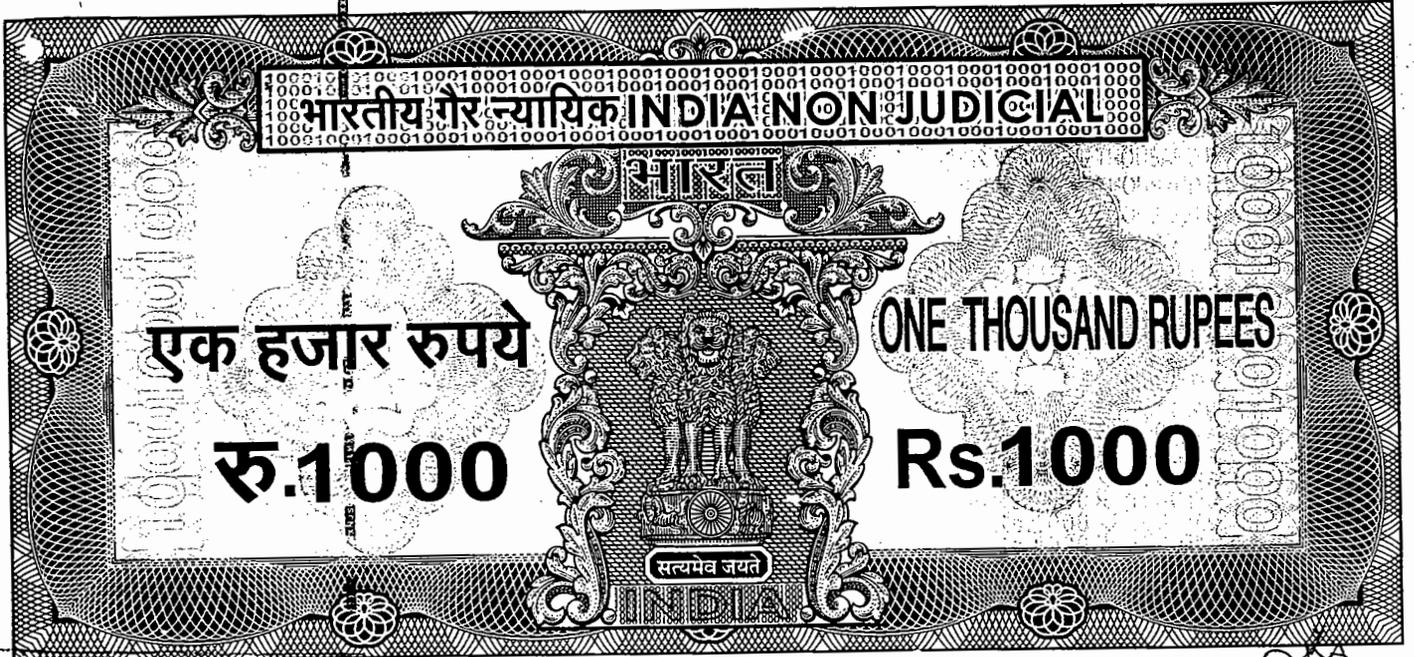
2014 with effect from 09<sup>th</sup> February 1998 for a period of 20 (Twenty) years i.e. 08<sup>th</sup> February 2018 and has deposited with the State Government the sum of Rs. 10000/- (Rupees ten thousand) only as security vide treasury challan no. G040061 dated 30<sup>th</sup> December 2014 at Lucknow.

WITNESSETH that in consideration of the rents and royalties, covenants and agreements by and in these presents and the Schedule hereto reserved and contained and on the part of the lessee to be paid observed and performed, the State Government hereby grants and demises unto the lessee.

All those the mines beds/veins seams of Silica Sand (hereinafter and in the Schedule referred to as the said mineral) situated lying and being in or under the lands which are referred to in Part I of the said Schedule, together with the liberties, powers and privileges to be exercised or enjoyed in connection therewith which are mentioned in Part II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessee from the 09<sup>th</sup> February 1998 for the term of 20 (twenty) years 8<sup>th</sup>

*Hari Prasad*

(गेन्दन लाल)  
सहायक सचिव  
भूतत्व एवं खनिज विभाग,  
उपरोक्त कार्यालय, लखनऊ



उत्तर प्रदेश UTTAR PRADESH

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उत्तर

30 DEC 2014

प्रदेश

February 2018 hence next ensuing YIELDING and PAYING therefore unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee hereby covenants with the State Government as in Part VII of the said Schedule is expressed and the State Government hereby covenants with the lessee as in Part VIII of the said Schedule is expressed, AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

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

The Schedule above referred to.

**PART I**

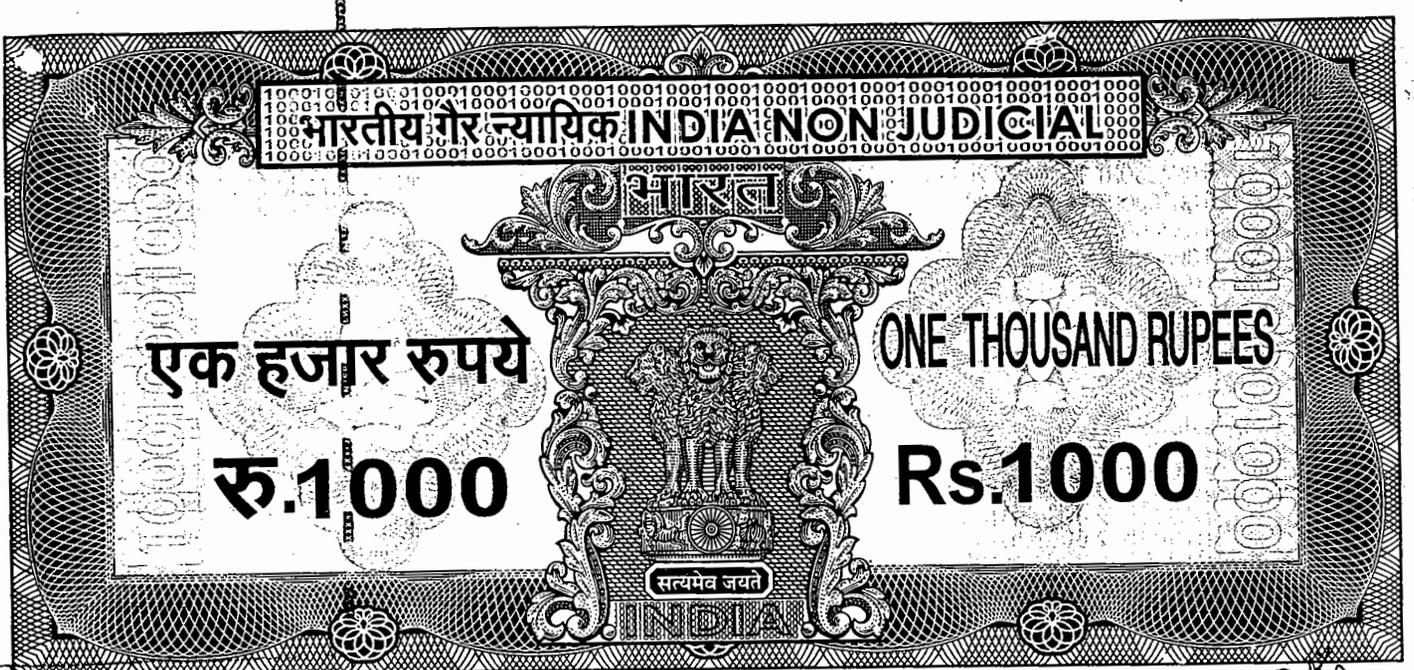
**The Area of this Lease**

Location and area of the lease

All that tract of lands situated at village Bhainshai in Pargana-Bara Tehsil-Bara in District Allahabad containing an area of 3.15 Acres or 1.27 hectares delineated on the plan hereto annexed and thereon coloured by red and bounded as follows:-

*Muni Lal Prasad*

(गेन्दन लाल)  
उप सचिव  
भूतत्व एवं सर्वेक्षण विभाग,  
उ०प्र० संभाग, लखनऊ



उत्तर प्रदेश UTIAR PRADESH

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30 DEC 2014

**On the North**  
by:

Demarcated boundary <sup>Pillars</sup> A & B and  
~~boundary pillars~~ Boundary  
line of Village  
Pratap Pur.

**On the South**  
by:

Demarcated boundary pillars C & D  
and part of land of plot no. 1/1 of  
Village Bhainshai.

**On the East**  
by:

Demarcated boundary pillar B, & C,  
and part of land of plot no. 1/2 of  
Village Bhainshai.  
and

**On the West**  
by:

Demarcated boundary pillars A & D  
and part of land of plot no. 1/1 land of  
Village Bhainshai..

(Here in after referred to as "the lands").

*Hainshai...*

*(Signature)*

(गेन्दन लाल)  
उप सचिव  
भूतत्व एवं खनिकर्म विभाग,  
उ०प्र० शासन, लखनऊ

**PART II**  
**Liberties, powers and privileges to be exercised**  
**and**  
**enjoyed by the lessee 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 lands and to search for mine, bore, dig, drill for, win, work, dress, process, convert, carry away and dispose of the mineral.

**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 lands any pits, shafts, inclines, drifts, levels, waterways, airways and other works and (to use, maintain, deepen or extend any existing works of the like nature in the lands).

**To bring and use  
machinery  
equipment etc.**

3. Liberty and power for or in connection with any of purposes mentioned in this part to erect, construct, maintain and use on or under the 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 lands.

**To make roads  
and ways etc.  
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 lands and to use,

*Harikrishna Prasad Gant*

**8**  
**(गेंदने लाल)**  
उप सचिव  
भूतत्व विभाग,  
लखनऊ

**To get building  
and road  
materials, etc.**

maintain and go, and repass with or without horses, cattle, wagons, aircrafts, locomotives, or other vehicles over the same (or any existing tramways, railways roads and other ways in or over the lands) on such conditions as may be agreed to.

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 building 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.

**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 the District Officer, Allahabad to appropriate and use water from any streams, water-courses, springs or other sources in or upon the 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 so as 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 shall not interfere with the navigation in any navigable stream nor shall

*Hari Kishan Das*



(गेन्दन लाल)

भूतत्व ए  
उ०प्र०

**To use land for stacking, heaping, depositing purposes**

divert such stream without the previous written permission of the State Government.

**Beneficiation and conveying away of production**

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

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

**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 lands provided that the District Officer, Allahabad or the State Government may ask the lessee to pay for any trees or timber felled and utilised, by him at the rates specified by the District Officer, Allahabad or the State Government.

*Hanikarprasad G...*

  
(गेन्दन लाल)  
उप सचिव  
भूतत्व एवं खनिकर्म विभाग,  
उ०प्र० शासन, लखनऊ

**PART III****Restrictions and Conditions as to the exercise of 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 effect 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 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 shall give to the District Officer, Allahabad two calendar months previous notice in writing specifying the name or other description of the situation and the extend 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 District Officer, Allahabad within two months after the receipt by him of such notice unless the objections so stated shall on reference to the State

*Hari Kishore Singh*

(*केन्दन लाल*)  
उप सचिव  
भूतत्व एवं स्विकर्म विभाग,  
उ०प्र० शासन, लखनऊ

**To cut trees in  
unreserved  
lands**

Government be annulled or waived.

3. The lessee shall not without the express sanction of the District Officer, Allahabad cut down or injure any timber or trees on the lands but may without such sanction clear away any brushwood or undergrowth which interferes with any operations authorized by these presents. The District Officer, Allahabad or the State Government may require the lessee to pay for any trees or timber felled and utilised by him at the rates specified by the District Officer, Allahabad.

**To enter upon  
reserved forests**

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

**No mining  
operations  
within 50 metres  
of public works  
etc.**

5. The lessee 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 rope way or any ropeway trestle or station, except under and in accordance with the written permission of the authority owning the ropeway or from any reservoir, canal or other

*Hari Kuperasal*

(गेन्दन लाल)  
उप सचिव  
भूतत्व एवं खनिकर्म विभाग,  
उ०प्र० खनक

public works such as public roads and buildings or inhabited site except with the previous written permission of the District Officer, Allahabad or any other officer authorized by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 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 metres of the outer edge of the cutting except with the previous permission of the District Officer, Allahabad or any other officer duly authorized by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and conditions, 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 in clause (6) of section 3 of the Indian Railways Act, 1890 : '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.

*Hari Laxmadas Gupta*



(गेन्दन लाल)  
उप सचिव  
भूतत्व एवं खनिकर्म विभाग,  
उ०प्र० शासन, लखनऊ

**Facilities for holders of adjoining Government licenses and leases**

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

Provided that no substantial hindrance or interference shall be caused by such holders of licenses or leases to the operations of the lessee under these presents and if any controversy regarding such substantial hindrance and interference arise, the decision of the State Government or any officer authorised by it in this behalf shall be final. Provided further 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 for all loss or damage sustained by the lessee 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 authorized by it in that behalf to enter into and upon the lands and to search for win, work, dig, get, raise, dress, process, convert and carry away minerals other than the minerals and any other substances and for those purposes to sink,

*Hari Kishore Lal Gupta*

  
(गेन्दन लाल)  
उप सचिव  
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drive, make, erect, construct, maintain and use such pits, shafts, inclines, drifts, levels and other lines, waterways, airways, water courses, drains, reservoirs, engines, machinery, plant, buildings, 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 under these presents and if any controversy regarding such substantial hindrance and interference arise, the decision of the State Government or any officer authorised by it, in this behalf shall be final. Provided further 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 for all loss or damage sustained by the lessee 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 authorized by it in that behalf to enter into and upon the said lands and to make upon over or through the same any railways, tramways, roadways or pipelines for any purpose other than those mentioned in Part II of these presents and to go get from the land, stones, gravel, earth and other materials for making maintaining and repairing such

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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, tramways, road lines 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 under these presents and if any controversy regarding such substantial hindrance and interference arise, the decision of the State Government or any officer authorised by it in this behalf shall be final. Provided further 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 by the State Government or any lessee or person authorised by it, as the case may be for all loss or damage sustained by the lessee or person by reason or consequence of the exercise of such liberty and power.

#### PART V

#### Rents and royalties reserved by this lease

**To pay dead rent or royalty whichever is higher**

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

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Provided that, where the holder of such mining lease becomes liable under section 9 of the Mines and Minerals (Development and Regulation) Act, 1957 (hereafter referred to as "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 I of this part, during the subsistence of the lease, the lessee shall pay to the State Government annual dead rent for the lands demised and described in Part I of this Schedule at the rate for the time being specified in the Third Schedule to the Act, in such manner as may be specified in this behalf by the State Government.

**Rate and mode of payment of royalty**

3. Subject to the provision of clause I of this part, the lessee 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 removed by him from the leased area at the rate for the time being specified in the Second Schedule to the Act.

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

4. The lessee shall pay rent and water rate to the State Government in respect of all parts of the surface of the lands which shall from time to time be occupied or used by the lessee under the authority of these presents at such rates, as may be specified by the

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State Government or the District Officer, Allahabad during the period from the commencement of such occupation or used until the area shall cease to be so occupied or used and shall as far as possible restore the, surface land so used to its original condition. Surface rent and water rate shall be paid in the manner as may be specified in this behalf by the State Government. PROVIDED THAT NO such rent/water rate shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right of access.

#### PART VI

##### Provisions relating to the rents and royalties

**Rent and royalties to be free from deduction etc.**

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

**Mode of computation of royalty**

2. For the purposes of computing the said royalties, the lessee shall keep a correct account of the mineral, produced and dispatched and mineral beneficiated. The accounts as well as the weight of the mineral in stock or in the process of export may be checked by an officer authorized by the Central Government or the State Government.

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**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 within the prescribed time, the same, together with simple interest due thereon at the rate of 24% (twenty four percent) per annum may be recovered from him on a certificate of the Secretary, Government of Uttar Pradesh, Geology and Mining Department, Lucknow which shall be final, conclusive and binding on the lessee as an arrear of land revenue.

**PART VII**

**The Covenants of the Lessee**

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

1. The lessee 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 Government and the State Governments upon or in respect of the premises and works of the lessee in common with other premises and works of a like nature except demands for land revenues.

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

2. The lessee shall at his 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 shall commence operation within one year from the date of execution of the lease in accordance with mining plan approved by the Indian Bureau of Mines, Nagpur (Maharashtra) Regional Office Jabalpur vide its letter No. UP/Allahabad/Silica Sand/M.Sch.-03/14-15 dated 15-01-2015 and also in accordance with the term and condition of prior environmental clearance given by the State Level Environment Impact Assessment Authority, Uttar Pradesh vide its letter no. 1622/Parya/SEAC/1749/2013 /JDCA(S) dated 08<sup>th</sup> October 2013 and shall thereafter at all times during the continuance of this lease search for, win, work and develop, the mineral without voluntary intermission in a skilful and workman-like manner and as prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the lands or the crops, buildings, structures or other property thereon.

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

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**To indemnify  
Government  
against all claims**

4. The lessee 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 in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

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

5. The lessee 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 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 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 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.

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**To allow  
inspection of  
workings.**

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

**To report  
accident**

8. The lessee shall without delay send to the District Officer, Allahabad 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 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 along with full particulars of the nature and position of each such find. If any mineral not specified

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**To keep records  
and accounts  
regarding  
production and  
employees etc.**

in the lease is discovered in the leased area, the lessee shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease is obtained therefore.

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

- (1). Quantity and quality of the mineral realised from the 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 mineral sold and exported separately.
- (4). Quantities of the various qualities of the mineral otherwise disposed of and the manner and purpose of such disposal.
- (5). The prices and all other particulars of all sales of mineral.
- (6). The number of persons employed in the mines or works or upon the lands specifying nationality, qualifications and pay of the technical personnel.
- (7). Such other facts, particulars and circumstances as the Central Government or the State Governments may from time to time require and

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shall also furnish free of charge to such officers and at such times as the Central Government and the State Government may appoint true and correct abstract of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officers as the Central Government or The State Government shall in that behalf appoint to enter into and have free access to the said officers for the purpose of examining and inspecting the said books of accounts, plans and records and to make copies thereof and make extracts therefrom.

**To maintain plans, etc.**

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

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true and correct copies of such plans and sections whenever required.

Accurate records of all trenches, pits and drillings shall show:-

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

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

11A. The lessee shall pay a wage not less than the minimum wage prescribed by the Central Government or the State Government from time to time.

11B. The lessee shall comply with provisions of the Mines Act, 1952 and the rules made there under.

11C. The lessee shall take measures for the

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protection of environment like planting of trees, reclamation of land, use of pollution control devices, and such other measures as may be prescribed by the Central Government or the State Government, from time to time at his own expense.

11D. The lessee shall pay compensation to the occupier(s) or owner(s) of the land on the date and in the manner laid down in the Rules.

11E. 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.

**Act 67 of 1957**

12. The lessee shall be bound by such rules as may be issued from time to time by the Government of India under section 18 of the Act and shall not carry on mining or other operations under the lease in any way other than as prescribed under these Rules.

**To provide  
weighing  
machine**

13. Unless specifically exempted by the State Government the lessee shall provide and at all times keep at or near the pit head or each of the pit heads at which the minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the 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 minerals, ores products raised, sold, exported and

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converted during the previous twenty-four hours to be entered in the aforesaid books of accounts. The lessee shall permit the State Government at all times during the term to employ any person or persons to be present at the weighing of the mineral as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee. The lessee shall give 7 (seven) days previous notice, in writing to the District Officer, Allahabad 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 shall allow any person or persons appointed in that behalf by the State Government at any time or times during the term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the State Government may require that the same be adjusted, repaired and put in order at the expense of the lessee 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 or order and the expense of so doing shall be paid by the lessee to the State Government on

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demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the State Government such error shall be regarded as having existed for three calendar months, previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion, shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

**To pay  
compensation for  
injury of third  
parties**

15. The lessee 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 in exercise of the liberties and power granted by these presents and shall at all times save harmless and keep indemnified the State Government from and against all suits, claims and demands which may be brought or made by any person or persons in respect of any such damage, injury or disturbance.

**Not to obstruct  
working of other  
minerals**

16. The lessee 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 lands of any minerals not included in this lease and shall at all times afford to the Central Government and The State Government and to the holders of prospecting licenses or mining leases in respect of any.

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such minerals or any minerals within any land adjacent to the lands, as the case may be, reasonable means of access and safe and convenient passage upon and across the lands to such minerals for the purpose of getting working, developing and carrying away the same provided that the lessee shall receive reasonable compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government for any damage or injury which he 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 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 will or may be directly or indirectly financed to a substantial extent by, or under which the lessee's operations or undertakings will or may be substantially controlled by, any person or body of persons other than the lessee:

(2) Without prejudice to the above provisions the lessee may, transfer this lease or any right, title or interest therein, to a person who has filed an

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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), on payment of Rs. 500/- (five hundred rupees) only to the State Government:

Provided that the lessee 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 mortgagee is an Institution or a Bank or a Corporation specified in Schedule V of the Rules, 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.

Provided further also that the lessee shall not charge or accept from the transferee any premium in addition to the sum spent by him, in obtaining the lease and for conducting all or any of the operations referred to in rule 30 of the Rules in or over land, leased to him.

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

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sub-clause (2) or has transferred against the provisions of the Rules in this respect.

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

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

18. The lease shall not be controlled and the lessee shall not allow himself to be controlled by any Trust, Syndicate, Corporation, Firm or person except with the written consent of the Central Government. The lessee shall not enter into or make any arrangement contract or understanding whereby the lessee will or may be directly or indirectly financed by or under which the lessee's operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, Syndicate, Corporation, Firm or person unless with the written sanction given prior to such arrangement contract or understanding being entered into or made of the Central Government and any or every such arrangement contract 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 thereto that on the occasion of a state of emergency of which the President of India in his discretion shall be the sole judge it shall be terminable if so required in

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**Lessee shall  
deposit any  
additional  
amount  
necessary**

writing by, the State Government and shall in the event of any such requisition being made be forthwith, thereafter determined by the lessee accordingly.

19. Whenever the security deposit of Rs.10,000/- (Rupees Ten Thousand) only or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Central Government or the State Government pursuant to the power in hereinafter declared in that behalf the lessee shall deposit with the State Government such further sum as may be sufficient with the unappropriate part thereof to bring the amount in deposit with the State Government up to the sum of Rs. 10,000/- (Rupees Ten thousand) only.

**Delivery of  
workings in good  
order to State  
Governments  
after  
determination of  
lease**

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

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**Right of pre-emption**

mines or works under the lands (except such of the same as may with the sanction of the State Government have become disused) and all buildings and structures of bricks or stone erected by the lessee 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.

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) of pre-emption of the minerals (and all products thereof) lying in or upon the lands hereby demised or elsewhere under the control of the lessee and the lessee 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 the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the mineral or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of loading the lessee 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

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control of the lessee.

(c) The price to be paid for all mineral or products of mineral taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price, prevailing at the time of pre-emption Provided that in order to assist in arriving at the said fair market price the lessee 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 mineral 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 forthwith to take possession and control of the works plant machinery and premises of the lessee on or in connection with the lands or operations under this lease and during

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such possession or control, the lessee shall conform to and obey all directions given by or on behalf of the Central Government or the State Government regarding the use of employment of such works, plants, premises and mineral; Provided that fair compensation which shall be determined in default of agreement by the State Government shall be paid to the, lessee for all loss or damage sustained by him by reason or in consequence of the exercise of the powers conferred by this clause and, Provided further that the exercise of such powers shall not determine the term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

**Employment of  
foreign national**

22. The lessee 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 be not so carried out or performed with in the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessee 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

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उ०प्र० शासन, लखनऊ

**Furnishing of  
geophysical data**

such expenses shall be final.

24. The lessee 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 during the course of mining operations to the Director-General, Geological Survey of India, Calcutta and the Director, Geology and Mining, Uttar Pradesh, Lucknow.

(b) all information pertaining to investigations of radioactive minerals collected by him during the course of mining operations to the Secretary, Central Government, Department of Atomic Energy, New Delhi and the Director, Geology and Mining, Uttar Pradesh, Lucknow.

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 may hold  
and enjoy rights  
quietly**

1. The lessee paying the rents, water rate and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee to be observed

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**Acquisition of  
land of third  
parties and  
compensation  
thereof**

and performed shall and may quietly hold and enjoy the rights and the lands 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.

2. If in accordance with the provision of clause 4 of Part VII of this Schedule the lessee shall offer to pay to an occupier of the surface of any part of the lands compensation for any damage or injury which may arise from the proposed operations of the lessee 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 by these presents and the lessee shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the Central Government or the State Government is satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee shall have deposited with it such further amount as the State Government or the Central Government shall consider fair and reasonable, the State Government shall order the occupier to allow the lessee 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, 1894.

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**To renew**

3. The mining lease is renewable in terms of the provisions of the Act and the rules.

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

If the lessee be desirous of taking a renewed lease of the land hereby demised or of any parts of thereof for a further term from the expiration of the term hereby granted and is otherwise eligible, he shall prior to expiration of the last mentioned term give to the State Government, twelve calendar months previous notice in writing and shall pay the rent, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee to be observed and performed upto 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 and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessee and upon his executing and delivering to the State Government if required a counterpart thereof execute and deliver to the lessee a renewed lease of the lands or part thereof for the further term as permitted at that time under the provisions of the Act and the Rules at such rents, rates and royalties and on such terms and subject to such covenants and

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उ०प्र० शासन, लखनऊ

**Liberty to  
determine the  
lease**

agreements, including this present covenant to renew as shall be in accordance with the Rules, applicable to Silica Sand on the day next following the expiration of the term hereby granted.

4. The lessee 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 shall upon such expiration render and pay all rents, water rates, royalties, compensation for damages and other moneys which may then be due and payable under these presents to the State Government 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 or remedy of the State Government in respect of any breach of any of the covenants or agreements contained in these presents.

**Refund of  
security deposits**

5. On such date as the State Government may elect within 12 calendar months after the determination of this lease or 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. No interest shall run on the security deposit.

*Hari Kishore Lal Gupta*

  
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उ०प्र० शासन, लखनऊ

**PART IX**  
**General Provisions**

**Obstructions to  
inspection**

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

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

2. If the lessee or his permitted transferee or permitted assignee makes 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 clause 1 above, the State Government shall give notice to the lessee requiring him 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 may without prejudice to any proceedings that may be taken against him, determine

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 उ०प्र० शासन, लखनऊ

**Penalty for repeated breach of covenants**

the lease and forfeit the whole or part of the security deposit.

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

**Failure to fulfill the terms of leases due to "Force Majeure"**

4. Failure on the part of the lessee to fulfill any of the terms and conditions of this lease shall not give the Central Government or the State Government any claim against the lessee 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 fulfillment by the lessee 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 the lessee could not reasonably prevent or control.

**Lessee to remove his properties on the expiry of lease**

5. The lessee having first paid discharged rents, rates and royalties payable by virtue of these presents

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उ०प्र० शासन, लखनऊ

may at the expiration or sooner determination of the term or within six calendar months thereafter (unless the lease shall be determined under clauses 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 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 in or upon the said lands and which the lessee is 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 six calendar months after the expiration or sooner determination of the term under the provision contained in clause 4 of Part VIII of this Schedule become effective there shall remain in or upon the said land any engines, machinery, plant, buildings structures, tramways, railways and other work, erections and conveniences or other property which are not required by the lessee in connection with operations in any other lands held by him under prospecting license or mining lease the same shall if not removed by the lessee within one calendar month after notice in writing requiring their removal has been given to the lessee by the State Government be deemed to become the property of the State

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उ०प्र० शासन, लखनऊ

Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof.

**Notices**

7. Every notice by these presents required to be given to the lessee shall be given in writing to such person resident on the lands as the lessee 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 by registered post addressed to the lessee at the address recorded in this lease or at such other address in India as the lessee 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 and shall not be questioned or challenged by him.

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

8. If in any event the orders of the State Government are revised, reviewed or cancelled by the Central Government in pursuance of proceedings under Chapter VII of the Rules, the lessee shall not be entitled to compensation for any loss sustained by the lessee in exercise of the powers and privileges conferred upon him by these presents.

*Hari Kishan Prasad*

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भूतत्व एवं खनिकर्म विभाग,  
उ०प्र० शासन, लखनऊ

8A. The lease is executed at Lucknow, the capital town of the State of Uttar Pradesh and subject to the provision of Article 226 of the Constitution of India, it is hereby agreed upon by the lessee and the State Government that in the event of any dispute in relation to the area and lease, condition of lease, the dues realisable under the lease and in respect of all matters touching the relationship of the lessee and the State Government, the suits or appeals shall be filed in the civil courts at Lucknow 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 3000/- (Rupees Three Thousand) only per year.

*Harilal Rajwade & Co.*

  
(गेन्दन लाल)  
उप सचिव  
भूतत्व एवं खनिकर्म विभाग,  
उ०प्र० शासन, लखनऊ

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

Signed by \_\_\_\_\_

for and on behalf of the Governor of

(Uttar Pradesh)  
भूतत्व एवं खनिकर्म अनुभाग,  
उ०प्र०, लखनऊ

Entries checked of the deed  
from Page No. 43

(अनिल कुमार शर्मा)  
ज्येष्ठ खान अधिकारी  
भूतत्व एवं खनिकर्म निदेशालय,  
उ०प्र०, लखनऊ

In the presence of:

- 1. \_\_\_\_\_ (परमात्मा यादव)  
अनुभाग अधिकारी  
भूतत्व एवं खनिकर्म अनुभाग  
उ०प्र० शासन
- 2. \_\_\_\_\_ (अनिल कुमार शर्मा)  
ज्येष्ठ खान अधिकारी  
भूतत्व एवं खनिकर्म निदेशालय,  
उ०प्र०, लखनऊ

(Name & Address)

Signed by Hairkhusasad Ghosh

The Lessee

In the presence of:

- 1. \_\_\_\_\_ (मो० सहबूत)  
खान अधिकारी  
इलाहाबाद
- 2. \_\_\_\_\_ (निरेंद्र कुमार)  
खदान सहायक  
इलाहाबाद

(Name & Address)

Deed has been compared  
with the vetted draft

(MANOJ KUMAR)  
LAW OFFICER  
DGM., LUCKNOW

① मानसिंह 510 जी भवन बहादुरी सिंह  
30A/8A 2. एन शा मार्ग जाली टाउन इलाहाबाद  
② Bharat Choudhary S/o Sh. Dashrath Lal Choudhary  
A-1, Ekantakirany - Allahabad

Registered

**State Level Environment Impact Assessment Authority, Uttar Pradesh****Directorate of Environment, U.P.**

Vincent Khand-1, Gomti Nagar, Lucknow - 226 010

Phone : 91-522-2300 541, Fax : 91-522-2300 543

E-mail : doeuplko@yahoo.com

Website : www.seiaaup.com

Ref. No. /622/Parya/SEAC/1749/2013/JDCA(S)

Date: 08 October, 2013

To,

Sri Harihar Prasad Gupta,  
P.O.-Shankargarh,  
Allahabad-212108  
Uttar Pradesh

**Sub: Regarding Environmental Clearance for proposed Bhainshal Silica Sand Mining Project at VIII-Bhainshal, Tehsil-Bara, District-Allahabad (Leased Area 3.15 Acres/1.27 Ha)**

Dear Sir,

Please refer to your letter dated 25/07/2013 addressed to the Secretary, SEAC, Directorate of Environment, Lucknow. The Committee considered the matter in its meeting held on dated 10/09/2013. A presentation was made by the consultant M/s Grass Roots Research & Creations India (P) Ltd. along with the project proponent Sri Harihar Prasad Gupta. The project proponent, through documents (Form-1, Pre Feasibility Report, EMP and Questionnaire), presentation made during meeting dated 10/09/2013 and reply to the queries raised by the SEAC, has informed to SEAC that:

1. The Environmental Clearance is sought for Proposed Bhainshal Silica Sand Mining at Bhainshal, Bara, Allahabad (Leased Area 3.15 Acres/1.27 ha )
2. The Project proposal falls under category -1(a) of EIA Notification, 2006 (as amended).
3. The mine lease area is located between latitude 25°15'56.14" N to 25°15'59.5" N and longitude 81°34'15.31" E to 81°34'21.14" E.
4. This project does not attract any of the general conditions applicable on mining projects specified in EIA Notification 14/09/2006.
5. Regarding the project no litigation is pending in any court.
6. The mining will be opencast type and carried through semi-mechanized manner.
7. ~~The mining operation will not be carried out in safety zone of any bridge or embankment or in eco-fragile zone such as habitat of any wild fauna.~~
8. During operation the maximum nos. of workers will be 19.
9. The water requirement will be limited to 1.65 KLD and will be met through the tanker as provided during presentation.
10. As per presentation 15000 TPA Silica Sand are proposed.
11. The matter was considered as per the direction of SEIAA meeting dated 01/03/2013.

Based on the recommendations of the State Level Expert Appraisal Committee (meeting held on 10/09/2013) on the above said project, the State Level Environment Impact Assessment Authority (meetings held on dated 03/10/2013) has decided to grant the Environmental Clearance to this project proposal subject to effective implementation of the following general and specific conditions:

**General Conditions:**

1. Any change in mining area, khasra numbers, entailing capacity addition with change in process and or mining technology, modernization and scope of working shall again require prior Environmental Clearance as per the provisions of EIA Notification, 2006 (as amended).

**E.C. for proposed Bhainshal Silica Sand Mining Project at VIII-Bhainshal, Tehsil-Bara, District-Allahabad (Leased Area 3.15 Acres/1.27 ha)**

2. No change in the calendar plan including excavation, quantum of mineral silica sand, red ochre and waste should be made.
3. Conservation measures for protection of flora and fauna in the core & buffer zone should be drawn up in consultation with the local forest and wildlife department.
4. Four ambient air quality-monitoring stations should be established in the core zone as well as in the buffer zone for RSPM, SPM, SO<sub>2</sub> & NO<sub>x</sub> monitoring. Location of the stations should be decided based on the meteorological data, topographical features and environmentally and ecologically sensitive targets and frequency of monitoring should be undertaken in consultation with the State Pollution Control Board.
5. Data on ambient air quality (RSPM, SPM, SO<sub>2</sub> & NO<sub>x</sub>) should be regularly submitted to the State level Impact Assessment Authority UP, MoEF, Regional Office located at Lucknow and the U.P Pollution Control Board once in six months.
6. Fugitive dust emissions from all the sources should be controlled regularly. Water spraying arrangement on haul roads, loading and unloading and at transfer points should be provided and properly maintained.
7. Measures should be taken for control of noise levels below 85 dBA in the work environment. Workers engaged in operations of HEMM, etc. should be provided with ear plugs / muffs.
8. Industrial waste water (workshop and waste water from the mine) should be properly collected, treated so as to conform to the standards prescribed under GSR 422 (E) dated 19th May, 1993 and 31st December, 1993 or as amended from time to time. Oil and grease trap should be installed before discharge of workshop effluents.
9. 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. Occupational health surveillance program of the workers should be undertaken periodically to observe any contractions due to exposure to dust and take corrective measures, if needed.
10. A separate environmental management cell with suitable qualified personnel should be set-up under the control of a Senior Executive, who will report directly to the Head of the Organization.
11. The funds earmarked for environmental protection measures should be kept in separate account and should not be diverted for other purpose. Year wise expenditure should be reported to the State level Impact Assessment Authority UP, MoEF, Regional Office located at Lucknow and the U.P Pollution Control Board.
12. The project authorities should inform to the MoEF, Regional Office located at Lucknow regarding date of financial closures and final approval of the project by the concerned authorities and the date of start of land development work.
13. The MoEF, Regional Office located at Lucknow shall monitor compliance of the stipulated conditions. The project authorities should extend full cooperation to the officer (s) of the MoEF, Regional Office located at Lucknow by furnishing the requisite data / information / monitoring reports.
14. The project proponent shall submit six monthly reports on the status of the implementation of the stipulated environmental safeguards to the State level Impact Assessment Authority, U. P. MoEF, Regional Office, Lucknow, and U.P Pollution Control Board.
15. A copy of clearance letter will be marked to concerned Panchayat / local NGO, if any, from whom suggestion / representation has been received while processing the proposal.
16. U.P Pollution Control Board should display a copy of the clearance letter at the Regional office, District Industry Centre and Collector's office/ Tehsildar's Office for 30 days.
17. The project authorities should advertise at least in two local newspapers widely circulated, one of which shall be in the vernacular language of the locality concerned, within 7 days of the issue of the clearance letter informing that the project has been accorded environmental

E.C. for proposed Bhatnagar Sand Mining Project at Vill-Bhatnagar, Tehsil-Barn, District-Alfahabad (Leased Area 2.15 Acres/1.27 ha)

clearance and a copy of the clearance letter is available with the U.P Pollution Control Board and also at web site of the SEIAA at <http://seiaaup.com> and a copy of the same should be forwarded to the MoEF, Regional Office located at Lucknow.

18. Project falling within 10 Km. area of Wild Life Sanctuary is to obtain a clearance from National Board Wild Life (NBWL) even if the eco-sensitive zone is not earmarked.

**Specific conditions:**

1. The environmental clearance is subject to approval of the State Land use Department, Government of U.P for diversion of agricultural land for non-agricultural use.
2. The project proponent shall obtain Consent to Establish from the U.P State Pollution Control Board and effectively implement all the conditions stipulated therein.
3. A record of daily production capacity, engagement of man power and transport vehicles should be maintained.
4. The mining operations shall be restricted to above ground water table and it should not intersect the groundwater table.
5. ~~The project proponent shall ensure that no natural watercourse and/or water resources are obstructed due to any mining operations.~~
6. The top soil shall temporarily be stored at earmarked site(s) only and it should not be kept unutilized for long. The topsoil shall be used for land reclamation and plantation.
7. The over burden (OB) generated shall be disposed off at the earmarked site in accordance with the approved mine plan. The OB dump shall not be kept active for a long period of time and its phase wise stabilization shall be carried out. The OB dump shall be properly terraced so that the overall slope of the dump shall not exceed 27 degree. The OB dump should be scientifically vegetated with suitable native species to prevent erosion and surface run off. It shall be ensured that the OB does not flow into agricultural fields. Monitoring and management of rehabilitated areas should continue until the vegetation becomes self-sustaining. Compliance status shall be submitted to the SEIAA, U. P. on six monthly basis.
8. Catch drains and siltation ponds of appropriate size shall be constructed for the working pit, soil, OB and mineral dumps to arrest flow of silt and sediment into the agricultural fields and the water bodies. The water so collected should be utilized for watering the mine area, roads, green belt development etc. The drains should be regularly de-silted particularly after the monsoon and maintained properly.  
Garland drains, settling tanks and check dams of appropriate size, gradient and length shall be constructed both around the mine pit and the over burden dump to prevent run off of water and flow of sediments directly into the agricultural fields and the water bodies and ~~sump capacity should be designed keeping 50% safety margin over and above peak sudden rainfall (based on 50 years data) and maximum discharge in the area adjoining the mine site.~~ Sump capacity should also provide adequate retention period to allow proper settling of silt material. Sedimentation pits should be constructed at the corners of the garland drains and de silted at regular intervals.
9. The void left unfilled in the area shall be converted into the water body. The higher benches of excavated void/mining pit shall be terraced and plantation done to stabilize the slopes. The slope of higher benches shall be made gentler for easy accessibility by local people to use the water body.
10. Peripheral fencing shall be carried out along the excavated area.
11. Dimension of the retaining wall at the toe of the OB dump and the OB benches within the mine to check run-off and siltation should be based on the maximum rain fall data.
12. Plantation shall be raised as 7.5 m wide green belt in the safety zone around the mining lease, over burden dump, around water body, roads etc. by planting the native species in consultation with the local DFO/Agriculture Department. The density of the trees should be around 1000 plants per ha.

E.C. for proposed Bhainshal Silica Sand Mining Project at Vill-Bhainshal, Tehsil-Barn, District-Ahmedabad (Leased Area 3.15 Acres/1.27 ha)

13. Effective safeguard measures, such as regular water sprinkling shall be carried out in critical areas prone to air pollution and having high levels of SPM (PM10 and PM2.5) such as around crushing and screening plant, loading and unloading point and transfer points. Extensive water sprinkling shall be carried out on haul roads. It should be ensured that the Ambient Air Quality parameters conform to the norms prescribed by the U.P Pollution Control Board in this regard.
14. The project authority should implement suitable conservation measures to augment ground water resources in the area in consultation with the Regional Director, U.P Ground Water Board.
15. Regular monitoring of ground water level and quality shall be carried out in and around the mine lease by establishing a network of existing wells and constructing new piezo meters during the mining operation. The monitoring should be carried out four times in a year i.e., pre-monsoon, monsoon, post-monsoon and winter and the data thus collected shall be sent regularly to the SEIAA. If at any stage, it is observed that the groundwater table is getting depleted due to the mining activity; necessary corrective measures shall be carried out.
16. The project proponent shall obtain necessary prior permission of the competent authorities for drawl of requisite quantity of water (surface water and ground water, if any) for the project.
17. Suitable rainwater harvesting measures on long term basis shall be planned and implemented in consultation with the Regional Director, U.P. Ground Water Board.
18. Vehicular emissions shall be kept under control and regularly monitored. Measures shall be taken for maintenance of vehicles used in mining operations and in transportation of mineral. The mineral transportation shall be carried out through covered trucks only and the vehicles carrying the mineral shall not be overloaded.
19. Drilling and Blasting operations shall not be carried out.
20. Mineral handling area shall be provided with adequate number of high efficiency dust extraction system. Loading and unloading areas including all the transfer points should also have efficient dust control arrangements. These should be properly maintained and operated.
21. Consent to operate shall be obtained from the U.P Pollution Control Board, prior to start of enhanced production from the mine.
22. Liquid waste from toilets etc, should be properly managed so that ground water is not contaminated.
23. Pre-placement medical examination and periodical medical examination of the workers engaged in the project shall be carried out and records maintained. For the purpose, schedule of health examination of the workers should be drawn and displayed at the site and followed accordingly.
24. Provision shall be made for the housing of labour near the site with all necessary infrastructure and facilities such as fuel for cooking, sanitation, safe drinking water, medical health care, crèche etc.
25. A Final Mine Closure Plan along with details of Corpus Fund should be submitted to the SEIAA, U. P. 5 years in advance of final mine closure for approval.
26. All workers engaged must be covered under ESI as per mines act or under group insurance scheme.

You are also directed to ensure that the proposed site is not a part of any no-development zone as required/prescribed/identified under law. In case of violation, this permission shall automatically deem to be cancelled. Also, in the event of any dispute on ownership of the proposed site, this permission shall automatically deem to be cancelled.

The above conditions will be enforced inter-alia, under the provisions of the Water (Prevention & Control of Pollution) Act, 1974, the Air (Prevention & Control of Pollution) Act,

put in critical  
ch as around  
is. Extensive

E.C. for proposed Bhainshal Stone Sand Mining Project at VSI-Bhainshal, Tehsil-Bara, District-Allahabad (Leased Area 3.15 Acres/1.27 ha)

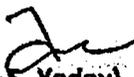
1981, the Environment (Protection) Act, 1986 and the Public Liability Insurance Act, 1991 along with their amendments and rules made there under and also any other orders passed by the Hon'ble Courts of Law relating to the subject matter.

The project proponent will have to submit approved plans and proposals incorporating the conditions specified in the Environmental Clearance within 03 months of Issuance of this clearance.

The SEIAA/MoEF reserves the right to revoke the environmental clearance, if conditions stipulated are not implemented to the satisfaction of SEIAA/MoEF. SEIAA may impose additional environmental conditions or modify the existing ones, if necessary.

This is to request you to take further necessary action in matter as per provision of Gazette Notification No. S.O. 1533(E) dated 14-09-2006, as amended and send regular compliance reports to the authority as prescribed in the aforesaid notification.

Encl: as above

  
(U.S. Yadav)

Member Secretary, SEIAA

No. /Parya/SEAC/1749/2013/JDCA(S) Dated: As above

Copy for information and necessary action to:

1. The Principal Secretary, Environment, U.P. Govt., Lucknow.
2. Dr. P.L. Ahuja Rai, Advisor, IA Division, Ministry of Environment & Forests, Govt. of India, Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi.
3. Chief Conservator, Ministry of Environment & Forests, Regional Office (Central Region), Kendriya Bhawan, 5th Floor, Sector-H, Aliganj, Lucknow.
4. The Member Secretary, U.P. Pollution Control Board, PICUP Bhawan, Gomti Nagar, Lucknow.
5. District Magistrate, Allahabad, U.P.
6. Director, Geology and Mining, Govt. of U.P.
7. Deputy Director, Regional Office, Environment Directorate, Varanasi.
8. Copy for Web Updation/Guard File.

  
(O.P. Varma)

Director (I/c)/Secretary SEAC  
Directorate of Environment, U.P.

कार्यालय जिलाधिकारी, इलाहाबाद।  
(खनन अनुभाग)

पत्रांक: / खनन-2014-15

दिनांक 20/02/2015

कार्यालय आदेश

शासनादेश संख्या-2615/86-2014-98/2014 दिनांक 16.12.2014 द्वारा श्री हरिहर प्रसाद गुप्ता पुत्र स्व0 हजारी लाल गुप्ता नि0-शंकरगढ, बारा, इलाहाबाद के पक्ष में ग्राम भैसाही, तहसील-बारा, जनपद-इलाहाबाद क्षेत्रफल-3.15 एकड़ (1.27 हे0) क्षेत्र में स्थित सिलिका सैण्ड के खनन पट्टे को दिनांक 09.02.1998 से 08.02.2018 तक अर्थात् 20 वर्ष के लिए प्रथम नवीनीकरण किया गया है जिसके क्रम में शासन द्वारा दिनांक 30.01.2015 को पट्टा विलेख का निष्पादन भी कर दिया गया है। पट्टा विलेख का निबन्धन श्री हरिहर प्रसाद गुप्ता खनन पट्टाधारक द्वारा दिनांक 16.02.2015 उपनिबन्धक बारा, जनपद इलाहाबाद के कार्यालय में कराकर पट्टा विलेख की छायाप्रति इस कार्यालय में प्रस्तुत किया गया है।

श्री हरिहर प्रसाद गुप्ता के पक्ष में पर्यावरण विभाग द्वारा दिनांक 08.10.2013 को पर्यावरण क्लीयरेंस जारी किया गया है। खान सुरक्षा निदेशक, वाराणसी मण्डल, वाराणसी के कार्यालय के पत्र दिनांक 07.07.2012 द्वारा खनन कार्य की अनुमति प्रदान कर दी गयी है। खान नियंत्रक, भारतीय खान ब्यूरो, जबलपुर द्वारा दिनांक 15.01.2015 द्वारा खनन योजना/कार्य योजना अनुमोदित किया गया है।

उपरोक्त को दृष्टिगत रखते हुये जिलाधिकारी महोदय द्वारा दिनांक 19.02.2015 को पर्यावरण की शर्तों एवं अनुमोदित खनन योजना/कार्य योजना की शर्तों के अधीन पट्टा क्षेत्र में खनन परिवहन की अनुमति प्रदान कर दी गयी है। अतः पट्टाधारक स्वीकृत पट्टा क्षेत्र में नियमानुसार सिलिका सैण्ड का खनन/परिवहन कार्य कराना सुनिश्चित करें।

(मो0 महबूब)

जिला खान अधिकारी  
इलाहाबाद।

पत्रांक: 2979(4)/खनन-2014-15 तददिनांक!

प्रतिलिपि-निम्नलिखित को सूचनार्थ प्रेषित।

1. उपजिलाधिकारी, बारा, इलाहाबाद।
2. क्षेत्राधिकारी पुलिस, बारा, इलाहाबाद।
3. थानाध्यक्ष/प्रभारी निरीक्षक शंकरगढ, बारा, लालापुर, घूरपुर, इलाहाबाद।
- ✓ 4. श्री हरिहर प्रसाद गुप्ता पुत्र स्व0 हजारी लाल गुप्ता नि0-शंकरगढ, बारा, इलाहाबाद

(मो0 महबूब)

जिला खान अधिकारी  
इलाहाबाद।

प्रेषक,

हरिहर प्रसाद गुप्ता  
भैंसहाई सिलिका सैण्ड,  
माइन्स तहसील बारा,  
शंकरगढ़ इलाहाबाद।

दिनांक : 13.02.2018

सेवा में,

खान अधिकारी,  
भूतत्व एवं खनिकर्म विभाग  
खनिज भवन, इलाहाबाद।

विषय: भैंसहाई सिलिका सैण्ड आराजी नं0 1/1 रकबा 3.15 एकड़ अथवा 1.27 हे0 खनन एवं परिवहन के सम्बन्ध में।

महोदय,

निवेदन है कि हरिहर प्रसाद गुप्ता पुत्र स्व0 श्री हजारी लाल गुप्ता, निवासी शंकरगढ़ तहसील बारा जिला इलाहाबाद के पक्ष ग्राम भैंसहाई में आराजी नं0 1/1 रकबा 3.15 एकड़ अथवा 1.27 हे0 सिलिका सैण्ड का खनन पट्टा स्वीकृत है -

1. प्रार्थी के पक्ष में जनपद इलाहाबाद के तहसील बारा के ग्राम भैंसहाई में 3.15 एकड़ अथवा 1.27 हे0 सिलिका सैण्ड का खनन पट्टा दिनांक 09.02.1993 से 08.02.1998 तक के लिए स्वीकृत था।
2. उक्त खनन पट्टा का नवीनीकरण शासन द्वारा दिनांक 09.02.1988 से 08.02.2018 (20 वर्ष) की अवधि हेतु स्वीकृत किया गया है।
3. उक्त सिलिका सैण्ड माइन्स की अवधि 08.02.2018 को समाप्त हो गयी है। उक्त सिलिका सैण्ड माइन्स में मेरा कोई खनन कार्य एवं परिवहन नहीं किया जा रहा है।

अतः आपसे विनम्र निवेदन है कि उक्त भैंसहाई माइन्स सिलिका सैण्ड 3.15 एकड़ में मेरे द्वारा सभी खनन एवं परिवहन पूर्ण रूप से बन्द है। सूचनार्थ प्रेषित है।

प्रार्थी आपका सदैव आभारी रहेगा।

धन्यवाद,

भवदीय,

*Harihar Prasad Gupta*

(हरिहर प्रसाद गुप्ता)

पुत्र स्व0 हजारी लाल गुप्ता  
निवासी शंकरगढ़, तहसील बारा,  
जिला इलाहाबाद।

भैंसहाई सिलिका सैण्ड माइन्स  
आराजी नं0 1/1 रकबा 3.15 एकड़

प्रतिलिपि -

- ✓ 1. निदेशक, भूतत्व एवं खनिकर्म विभाग, लखनऊ।
- ✓ 2. जिलाधिकारी, इलाहाबाद।
- ✓ 3. उप जिलाधिकारी, बारा, इलाहाबाद।
- ✓ 4. थानाध्यक्ष महोदय, शंकरगढ़, इलाहाबाद।

*Harihar Prasad Gupta*

(हरिहर प्रसाद गुप्ता)

पुत्र स्व0 हजारी लाल गुप्ता  
निवासी शंकरगढ़, तहसील बारा,  
जिला इलाहाबाद।

भैंसहाई सिलिका सैण्ड माइन्स  
आराजी नं0 1/1 रकबा 3.15 एकड़

भारतीय डाक



SP ALLAHABAD HD <211001> India Post  
 GSTIN No: 09AAAGH0095P1ZZ  
 EU5236876121N  
 Counter No:1, CP-Code:015  
 To: S D M,  
 jari bazai, PIN:212106  
 From: HARHAR FRASAD GUPTA, ALLAHABAD  
 Wt:15grams, 17/02/2018, 14:35  
 Amt:41.00EDD(If not a holiday):00:00:00  
 ,CGST @% 3 ,SGST @%:  
 <<Track on www.indiapost.gov.in>>



India Post

SP ALLAHABAD HD <211001>  
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 EU5236877761N  
 Counter No:1, CP-Code:015  
 To: S D,  
 sankargarh, PIN:212108  
 From: HARHAR FRASAD GUPTA, ALLAHABAD  
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 <<Track on www.indiapost.gov.in>>



India Post

SP ALLAHABAD HD <211001>  
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 To: NIDESHAK BH KH RA,  
 LUCKNOW, PIN:226001  
 From: HARHAR FRASAD GUPTA, ALLAHABAD  
 Wt:15grams, 17/02/2018, 14:35

SP ALLAHABAD HD <211001>  
 GSTIN No: 09AAAGH0095P1ZZ  
 EU5236877451N  
 Counter No:1, CP-Code:015  
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 allahabad, PIN:211002  
 From: HARHAR FRASAD GUPTA, ALLAHABAD  
 Wt:15grams, 17/02/2018, 14:35  
 Amt:41.00EDD(If not a holiday):00:00:00  
 ,CGST @% 3 ,SGST @%:  
 <<Track on www.indiapost.gov.in>>



India Post

SP ALLAHABAD HD <211001>  
 GSTIN No: 09AAAGH0095P1ZZ  
 EU5236877591N  
 Counter No:1, CP-Code:015  
 To: D M,  
 allahabad, PIN:211002  
 From: HARHAR FRASAD GUPTA, ALLAHABAD  
 Wt:15grams, 17/02/2018, 14:35  
 Amt:41.00EDD(If not a holiday):00:00:00  
 ,CGST @% 3 ,SGST @%:  
 <<Track on www.indiapost.gov.in>>



India Post

SP ALLAHABAD HD <211001>  
 GSTIN No: 09AAAGH0095P1ZZ  
 EU5236877591N  
 Counter No:1, CP-Code:015  
 To: D M,  
 allahabad, PIN:211002  
 From: HARHAR FRASAD GUPTA, ALLAHABAD  
 Wt:15grams, 17/02/2018, 14:35  
 Amt:41.00EDD(If not a holiday):00:00:00  
 ,CGST @% 3 ,SGST @%:  
 <<Track on www.indiapost.gov.in>>



India Post

2231

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क्षेत्रीय कार्यालय, उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड  
REGIONAL OFFICE, U. P. POLLUTION CONTROL BOARD

दूरभाष / Ph. : 0532-2569727

आवास विकास परिषद कॉलोनी, सेक्टर-10, योजना संख्या-3, झुंसी, प्रयागराज - 221009  
Avas Vikas Parishad Colony, Sector-10, Scheme No. 3, Jhansi, Prayagraj,  
roprayagraj@uppcb.in

संदर्भ सं०..... 401112/0AM0. 2034/2021/24

दिनांक 22/02/24

सेवा में,

श्री हरिहर प्रसाद गुप्ता (सिजिका माइन्स)  
नैसाही, बारा, प्रयाग(ज)

विषय: माननीय राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा ओ०ए० सं० 203/2021 देवी दास खत्री बनाम यूनियन ऑफ इण्डिया व अन्य में पारित आदेश दिनांक 19.01.2024 के संबंध में।

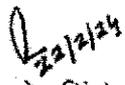
महोदय,

कृपया उपरोक्त विषयक संदर्भ ग्रहण करें। अवगत हो कि माननीय राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा ओ०ए० सं० 203/2021 देवी दास खत्री बनाम यूनियन ऑफ इण्डिया व अन्य में पारित आदेश दिनांक 19.01.2024 में आपकी भी प्रतिवादी बनाया गया है। पारित आदेश में उ० प्र० प्रदूषण नियंत्रण बोर्ड को मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली में अनुपालन आख्या दाखल किये जाने हेतु भी निर्देशित किया गया है। जिसके क्रम में आपकी माइन्स के संबंध में सूचना/सहमति अनुपालन आख्या निम्नलिखित बिन्दुओं पर वांछित है:-

- माइन्स के पट्टा विलेख की छायाप्रति।
- माइन्स की प्रथम सहमति से वर्तमान सहमति तक की छायाप्रति।
- माइन्स के वर्तमान सहमति की अनुपालन आख्या।
- माइन्स में हुई वर्षवार माइनिंग का डाटा।
- माइन्स के आस-पास कराये गये हरित पट्टिका के विकास कार्य का विवरण।

अतः आपको निर्देशित किया जाता है कि उपरोक्त समस्त बिन्दुओं पर पूर्ण विवरण सहित सूचना पत्र प्राप्त के 05 दिनों में इस कार्यालय में प्रेषित किया जाना सुनिश्चित करें जिससे अनुपालन आख्या मा० एन०जी०टी० में ससमय दाखिल की जा सके।

भवदीय,

  
(आर० के० सिंह)  
क्षेत्रीय अधिकारी

2232

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सेवा में,

देशीय अधिकारी,  
उ० प्र० प्रदूषण नियंत्रण बोर्ड  
प्रयागराज

विषय- प्राप्त नोटिस दिनांक 22.02.2024 के संबंध में।

महोदय,

कृपया नोटिस दिनांक 22.02.2024 के क्रम में सूचना सलभनकर आपके समक्ष प्रस्तुत है।

1.	प्राथी हरिहर प्रसाद गुप्ता, ग्राम-भैसाई के खनन पट्टा सिलिका सींगड दिनांक 09.02.1993 को स्वीकृत हुआ था, जिसकी प्रति संलग्न है।
2.	खनन विभाग, प्रयागराज से मौखिक तौर पर निर्देशित कराया गया कि क्षेत्रीय कार्यालय, उ० प्र० प्रदूषण नियंत्रण बोर्ड में भी आवेदन किया जाना है जिसके क्रम में क्षेत्रीय कार्यालय में आवेदन दिनांक 02.07.2011 को शुल्क सहित जमा करके आवेदन किया गया।
3.	महोदय उच्च न्यायालय के आदेश पारित होने पर दिनांक 28.06.2011 को खनन पट्टा पूर्णतया बन्द कर दिया गया था।
4.	खनन विभाग, प्रयागराज से मौखिक तौर पर निर्देशित कराया गया कि खान सुरक्षा महानिदेशालय उत्तरी अंचल, बाराणसी में भी आवेदन किया जाना है जिसके क्रम में खान सुरक्षा सहमति दिनांक 07.07.2012 को प्राप्त कर लिया गया।
5.	खनन विभाग, प्रयागराज से मौखिक तौर पर निर्देशित कराया गया कि स्वच्छता प्रमाण पत्र के लिये आवेदन किया जाना है जिसके क्रम में स्वच्छता प्रमाण पत्र लखनऊ दिनांक 08.10.2013 को खनन कार्य कार्य करने की सहमति प्राप्त कर लिया गया था।
6.	खनन विभाग, प्रयागराज के निर्देश के क्रम में खनन पट्टा नवीनीकरण कराया गया जिसके क्रम में पट्टा विलेख दिनांक 16.02.2015 कराया गया जिसकी वैधता 08.02.2018 तक की वैधता थी।
7.	पट्टा विलेख दिनांक 16.02.2016 कराया गया जिसके क्रम में जिलाधिकारी महोदय, प्रयागराज के कार्यालय दिनांक 20.02.2015 को खनन पट्टा क्षेत्र में खनन कार्य करने की अनुमति प्रदान किया गया था।
8.	खनन विभाग, प्रयागराज को दिनांक 13.02.2018 को पूर्णतया खनन कार्य बन्द करने की सूचना प्रेषित की गयी है जिसकी छायाप्रति संलग्न है।

दिनांक: 04/03/2024



Handwritten signature and date: 04/03/2024

प्राथी

हरिहर प्रसाद गुप्ता

Harishar Prasad Gupta

04-03-2024

2233

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## VAKALATNAMA

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI

IN

ORIGINAL APPLICATION NO. 203/2021

Devidas khatri

.....Petitioner (s)/Appellant (s)

Versus

Union of Indai & Others

..... Respondent (s) /Defendant (s)

I/We Shri Harihar Prasad Gupta P/O Sanlangan  
Prayagraj

do hereby appoint and retain

VIJAY KUMAR SRIVASTAVA

Advocate

Enrollment no. UP16916/2010

Chamber No.-121A, New building

High Court, Allahabad

Mobile No. 9044959164

hcvijay79@gmail.com

to act and appear for me/us in the above Petition/Suit/Appeal/Application/ Reference/Revision and on my/our behalf to conduct and prosecute or defend the same and all proceedings that may be taken in respect of any application connected with the same or any decree or order passed therein, including proceedings in taxation and applications for Review, to file and obtain return of documents, and to deposit and receive money on my/our behalf in the said Suit/Appeal/Petition/ Application/Reference and in applications of Revenue or Restoration and to represent me/us and to take all necessary steps on my matter. I/We agree to ratify acts done by the aforesaid behalf in the above advocate in pursuance of this authority.

I/We appoint the said lawyer(s) with the above-mentioned authorities after setting the fee and agree that whatever shall be done by the said lawyer(s) in connection with the said proceedings shall be binding on me/us.

Dated this the 10 day of April 2024

Accepted

(VIJAY KUMAR SRIVASTAVA)

Advocate, High Court, Allahabad.

Counsel for Respondent

Hare Prasad Gupta  
Client

Hare Prasad Gupta