

**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 12.4.2024

Filed by- *Vijay K. Srivastava*  
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BEFORE HON'BLE NATIONAL GREEN TRIBUNAL  
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Reply on behalf of respondents no. 25, Jai  
Shri Trading Company shri Ashok Kumar  
Agrawal, R/o Mohlla-Meerganj, District,  
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 reply is being filed on behalf of respondent no.25.
5. That a lease deed was executed in favour of **respondent no.25** Jai Shri Trading Company shri Ashok Kumar Agrawal, R/o Mohlla-Meerganj, District, Allahabad, for a period of 20 years from 29.11.1980 to 28.11.2000, of area 51.17Ha situated at Vill.-Bhaisai, Bara, District-Allahabad, For kind perusal a photo copy of lease deed is annexed herewith as **Annexure R-1** to this reply.
6. That in a report submitted by joint committee, and it's para 1.1 of observation revels that no mining activity found and the lease agreement with the government has been expired on 28.11.2000.
7. That no Mining Operations is being carried out by the respondent, and there is no deliberate negligence and willful violation of the environmental regulations, and respondents are not liable to pay compensation for the damage.
8. That 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 also reveals that that no mining activity was found in the lease area. and no violation of of environmental conditions observed.

9. That it is pertinent to mention here that silica sand mining lease of respondent no. 25 was expired before the EIA Notification 2006, so there is no question of violation of environmental norms, so the inspection by joint committee of expired mining lease regarding violation of environment of respondent is bad in the eye of law.
10. That 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 respondents
11. That 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.
12. That That in reply of the observation against respondents it is submitted that no prior information of site visit was given to answering respondent no.25 so as to enable him or his representative to be

present during inspection, on the 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.

13. That it also clear from the joint committee report and the observation made that mining lease of respondent no.25 was expired and no mining activity was found in the lease area.
14. That it is pertinent to mention here that the Respondent has not been found in violation, as per report submitted by joint committee.
15. 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.
16. 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.



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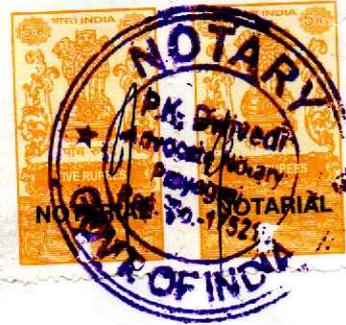
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Certificate No. : IN-UP22858473121216W  
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 Account Reference : NEWIMPACC (SV)/ up14347504/ PRAYAGRAJ SADAR/ UP-AHD  
 Unique Doc. Reference : SUBIN-UPUP1434750441904314837456W  
 Purchased by : A K AGRAWAL  
 Description of Document : Article 4 Affidavit  
 Property Description : Not Applicable  
 Consideration Price (Rs.) :  
 First Party : A K AGRAWAL  
 Second Party : Not Applicable  
 Stamp Duty Paid By : A K AGRAWAL  
 Stamp Duty Amount(Rs.) : 10  
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2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy, please inform the Competent Authority.

**IN THE MATTER OF**

Devidas Khatri

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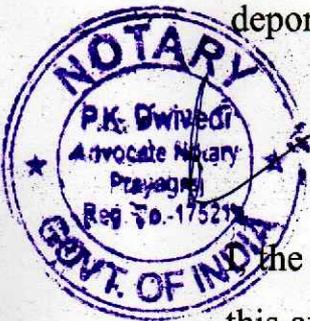
...Respondents

**AFFIDAVIT**

I, Ashok Kumar Agrawal S/o Ram Chandra Agrawal, 177,Meerganj, Allahabad, Uttar Pradesh,211003, do hereby solemnly affirm and declare as under:

1. That I the above named deponent is respondent no. 25 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.

A. K. Agarwal  
DEPONENT



**VERIFICATION**

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      day April, 2024.

A. K. Agarwal  
DEPONENT

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

IDENTIFIED BY  
Vijay M. Srivastava  
ADVOCATE PRAYAGRAJ

P. K. Dwivedi  
Advocate Notary  
Govt. of India



## MINING LEASE DEED

THIS INDENTURE made this <sup>25</sup> Twenty-fifth day  
of <sup>1955</sup> November, 1955, corresponding to <sup>15</sup> Purnima day  
day of <sup>1955</sup> <sup>1955</sup> <sup>1955</sup>, 1955 Saka era 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 the successors and assigns) of  
the one part And Sri (i) Krishna Kumar Agarwal son of Sri  
R.C.Agarwal resident of 177, Meerganj Allahabad (ii) Sri Ashok  
Kumar Agarwal son of Sri R.C.Agarwal resident of 177, Meerganj  
(iii) Smt.Usha Agarwal w/o.Sri Shyam Sunder Agarwal r/o.177,  
Meerganj,Allahabad (iv) Smt.Gita Agrawal w/o. Sri Ram Sunder  
Agrawal r/o.177, Meerganj,Allahabad all carrying on business  
in partnership under the firm name and style of M/S. Jai  
Shree Trading Co.registered under the Indian Partnership  
Act. 1932 (9 of 1932) and having their registered office at  
177, Meerganj, in the town of Allahabad U.P. (hereinafter  
referred to as the lessees which expression shall where the  
context so admits be deemed to include all the said partners,  
their respective heirs, executors, legal representatives and  
permitted assigns) of the other part.

WHEREAS THE lessees have applied to the State Govern-  
ment in accordance with the Mineral Concession Rules, 1960

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(hereinafter referred to as "the said rules") for a mining lease for Silica Sand in respect of the lands described in Part I of the Schedule hereunder written and have deposited with the State Government the sum of Rs.1000.00 as security and the sum of Rs.500.00 for meeting the preliminary expenses for a mining lease.

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

All those the mines beds/veins seams of Silica Sand (hereinafter and in the schedule referred to as "the said Mineral)" or 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 herewith 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

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mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessees from the <sup>25</sup>.....<sup>25</sup> day of <sup>25</sup>.....<sup>25</sup> 198<sup>25</sup>, for the term of 20 (twenty) years thence next ensuing YIELDING AND PAYING therefor 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 lessees hereby covenants with the State Government as in Part VII of the said Schedule is expressed and the State Government hereby covenants with the lessees 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.

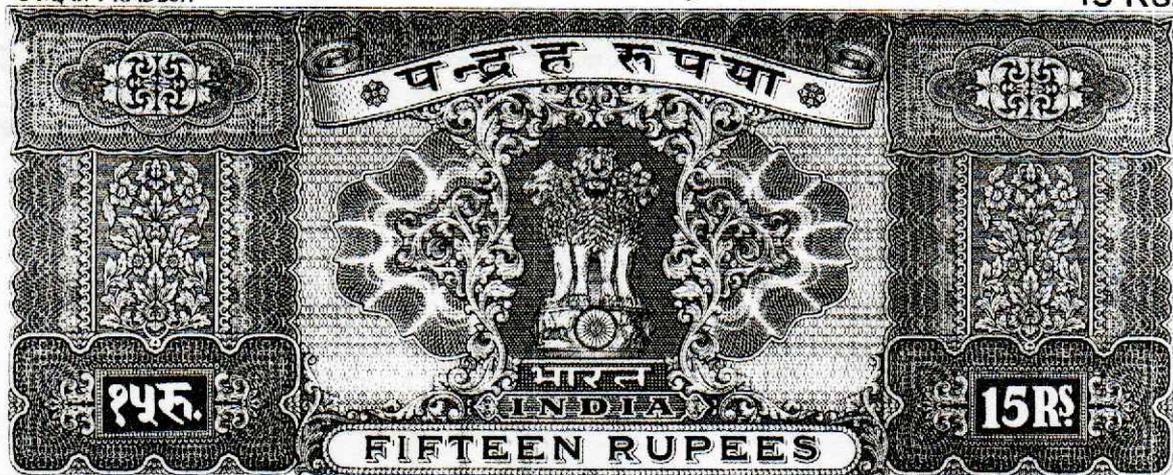
## PART I

## THE AREA OF THIS LEASE

Location and area of the lease.

All that tract of lands situated at Bhaissai in (Pargana) Bara in the Registration District of Allahabad, Sub District Karchana and Thana Shankargarh bearing Cadastral

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Survey Nos. (Forest Area) containing an area of 51.17 hectares or thereabouts delineated on the plan hereto annexed and thereon coloured red and bounded as follows:

On the North by <sup>village boundary of vill. Bhaiusahi & Pratappur and part of Lease hold area of sri Hari Har Pd. Gupta in vill. Bhaiusahi.</sup>

On the South by <sup>Part of Plot No 269, 270, 271, 254 & 253 of vill. Bhaiusahi and then boundary of vill. Bai dai and Lakhnauti</sup>

On the East by <sup>Lease hold area of sri Hari Har Pd. Gupta in vill. Bhaiusahi and Part of Plot No 221, 219, Plot No 220, Part of plot No 254, 255, 253 and then plot No 262 and plot No 248, 166 and 165 of vill. Bhaiusahi.</sup>

On the West by <sup>Part of Plot No 264, 268, 270 and 269 of village Bhaiusahi.</sup>

hereinafter referred to as 'the said lands'

PART II

Liberties, Powers and Privileges to be exercised and enjoyed by the lessees subject to the restrictions and conditions in Part III.

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

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

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

2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive, make, maintain, and use in the said lands 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 said lands).

To bring to use machinery equipment etc.

3. Liberty and power for or in connection with any of the purposes mentioned in this part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, furnaces coke oven, brick kilns.

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workshops, store-houses, bungalows, godowns, sheds, and other buildings and other works and conveniences of the like nature on or under the said lands.

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

To get building and road materials etc.

5. Liberty and power for or in connection with any of the purposes mentioned in this part to quarry and get stone gravel and other 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~~ 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 purpose mentioned in this part but subject to the rights of any existing or future lessees and with the written permission of Collector, Allahabad (hereinafter called the Collector) to appropriate and use water from any streams, water courses, springs or other sources in or upon the said land 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

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not 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 streams or springs. Provided that the lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.

To use land for stacking heaping depositing purposes.

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

Beneficiation and conveying away of production.

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

To clear brush-wood 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 <sup>standing</sup> or found on the said lands provided that the Collector or the State Government may ask the lessees to pay for any trees or timber felled and utilised by them at the rates specified by the Collector or the State Government.

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## 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 lessees shall not also interfere with any right of way, well or tank.

Permission  
for surface  
operations  
in a land  
not already  
in use.

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

To cut trees  
in unreserved  
lands.

3. The lessees shall not without the express sanction of the Collector cut down or injure any timber or trees on the said lands but may without such sanction clear away any brush-wood or undergrowth which interferes with any operations authorised by these presents. The Collector or the State Government may require the lessees to pay for any trees or timber felled and utilised by them at the rates specified by the Collector of the District.

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To enter upon reserved forests.

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

No mining operations within 50 metres of public works etc.

5. The lessees shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 50 Metres from any Railway line except with the previous written permission of the Railway Administration concerned or from any reservoir, canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Collector or any other Officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions, restriction and conditions either general or special which may be attached to such permission. The <sup>400 3/4</sup> said distance of 50 metres shall be measured in the case of <sup>400 3/4</sup> 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 Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and <sup>condit</sup> 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 to have in the Indian Railway Act, 1890, by clause (6) of Section

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3 of that Act. 'Public Road' shall mean a road which has been constructed by artificially surfaced as distinct from a track resulting from repeated use. Village road will include any track shown in the Revenue record as village Road.

Facilities for holders of adjoining Govt. Licences and Leases. 6. The lessees shall allow existing and future holders of Government licences or leases over any land which is comprised in or adjoins or is reached by the land held by the lessees reasonable facilities of access thereto.

PROVIDED THAT no substantial hindrance or interference shall be caused by such holders of licences or leases to the operations of the lessees under these presents, and if any controversy regarding such substantial hindrance and interference arises, the decision of the State Government or any officers authorised in that behalf shall be final.

Provided also 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 lessees for all loss and damage sustained by the lessee by reason of the exercise of this liberty.

Storing low grade ore for future beneficiation. 7. In the absence of ready market for low grade ores or such ore which may not be in demand in the market, the lessee shall properly store such material for future beneficiation.

## PART IV

## LIBERTIES, POWERS AND PRIVILEGES RESERVED TO THE STATE GOVERNMENT

To work other minerals. 1. Liberty and power for the State Government or to any lessee or persons authorised by it in that behalf to enter into and upon the said lands and to search for, win, work, dig, get, raise, dress, process, convert and carry away minerals other than the said minerals and any other substances and for those purposes to sink, drive, make, erect, construct, maintain and use such pits, shafts, inclines, drifts, levels and other lines, waterways, airways, water courses, drains, reservoirs, engines,

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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 lessees <sup>as</sup> under these presents, and if any controversy regarding such substantial hindrance and interference arises, the decision of the State Government or any officer authorised in that behalf shall be final. PROVIDED ALSO 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 lessees <sup>as</sup> for all loss or damage sustained by the Lessee <sup>as</sup> by reason or in consequence of the exercise of such liberty and power.

To make Rail-  
way's and  
Roads.

2. Liberty and power for the State Government or any lessee or persons authorised by it in that behalf to enter into and upon the said lands and to make upon over or through the same any railways, tramways, roadways or pipe lines for any purpose other than those mentioned in Part II of these presents and to get from the said lands stones, gravel, earth and other materials for making, maintaining and repairing such railways, tramways and roads or any existing railways and roads and to go <sup>as</sup> 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, roads, lines and other ways for all purposes and as occasions 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 lessees under these presents, and if any controversy regarding such substantial hindrance and interference arises, the decision of the State Government or any Officer authorised in that behalf shall be final. PROVIDED ALSO that fair compensation as may be decided by the State Government shall be

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made to the lessee by the State Government or any lessee or ~~any lessee or~~ person authorised by it, as the case may be, for all loss or damage sustained by the lessee by reason or in 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 lessees shall pay, for every year, except the first year of the lease, dead rent as specified in clause-2 of this part.

PROVIDED that, where the holder of such mining lease becomes liable under section 9 of the Mines and Minerals (Regulation and Development) Act, 1957, 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, they shall be liable to pay either such royalty or the dead rent in respect of that area whichever is higher.

Rate and mode of payment of dead rent.

2. Subject to the provisions of clause 1 of this part, during the subsistence of the lease the lessees shall pay to the State Government annual dead rent for the land demised and described in part I of this schedule at the rates for the time being specified in the Third schedule to the Mines and Minerals (Regulation and Development) Act, 1957 in such manner as may be specified in this behalf by the State Government.

The lessees shall pay to the State Government by deposit in the Government Treasury at Allahabad by the 31st March of the each year the dead rent specified above and the surface rent and water rate as provided in clause 4 of this part under the head "128-Mines and Minerals, - Mineral concession fees/ Royalty" or as may be specified from time to time.

Rates and mode of payment of Royalty.

3. Subject to the provision of clause I of this Part, the lessees shall during the subsistence of this lease pay to the State Government by deposit in the Government Treasury at Allahabad royalty in respect of the said mineral removed by them from the said lands under the head as specified above or

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(Allahabad) No. 17 of 1957  
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as may be specified from time to time in four instalments for the period (i) April to June by 15th July (ii) July to September by 15th October (iii) October to December by 15th January and (iv) January to March by 31st March of the year at the rate of Rs. 1.50 per tonne as specified in the Mines and Minerals (Regulation and Development) Act, 1957. These rates are subject to alterations from time to time as may be notified by the Government of India.

Payment of surface rent and water rate.

4. The lessees shall also pay to the State Government for the surface area used by it for purpose of mining operations surface rent and water rate at such rate, not exceeding the land revenue as may be determined by the Collector, Allahabad PROVIDED THAT NO such rent and water rate shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right of access.

## PART VI

## PROVISIONS RELATING TO THE RENTS AND ROYALTIES

Rent and royalties to be free from deduction etc.

1. The rent, water rate and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the State Government at Allahabad in the manner hereinbefore provided in clauses 2 and 3 of Part V of this Schedule.

Mode of computation of royalty.

2. For the purposes of computing the said royalties the lessees shall keep a correct account of the mineral produced and despatched and the 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 authorised by the Central or State Government.

Course of action if rent 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 therein at the rate of ten percent per annum may be recovered from them on a certificate of the Secretary to Government in the Administrative Department which shall be final conclusive and binding on the

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lessees, as arrears of land revenue.

## PART VII

## THE COVENANTS OF THE LESSEES

Lessee to pay rents and royalties taxes etc.

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

To maintain and keep boundary marks in good order.

2. The lessees shall at their own expense erect boundary marks and pillars according to the demarcation shown in the plan annexed to this lease which boundary marks and pillars shall at all times be maintained and kept in proper repairs by and at the expense of the lessees. 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 workmanlike manner.

3. Unless the State Government for good cause permits otherwise, the lessees shall commence operation within one year from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for, win work and develop the said minerals without voluntary intermission in a skilful and workman-like manner and as prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structures or other property thereon. For the purposes of this clause operations shall include the erection of machinery laying of a tramway or construction of a road in connection with the mine.

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To indemnify Govt.  
against all claims.

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

To secure and  
keep in good  
condition pits  
shafts etc.

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

To strengthen  
and support the  
mine to neces-  
sary extent.

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

To allow inspec-  
tion of workings.

7. The lessees shall allow any Officer authorised by the Central Government or the State Government in that behalf to enter upon the premises including any building excavation or land comprised in the lease for the purpose of inspecting examining, surveying, prospecting, and making plans thereof sampling and collecting any data and the lessees shall with proper person employed by the lessees and acquainted with the mines and work effectually assist the officer, agents,

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Legal Officer

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servants and workmen in conducting every such inspection and shall afford them all facilities information connected with them 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 and the State Government as the result of such inspection or otherwise may from time to time see fit to impose.

The report of accident.

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

To report discovery of other minerals.

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

To keep records and accounts regarding production and employees etc.

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

(1) Quantity and quality of the said mineral realised from the said lands.

(2) Quantity of the various qualities of ores beneficiated or converted.

(3) Quantities of the various qualities of the said mineral sold and exported separately.

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(4) Quantities of the various qualities of the said mineral otherwise disposed of and the manner and purpose of such disposal.

(5) The prices and all other particulars of all sales of said mineral.

(6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.

(7) Such other facts, particulars and circumstances as the Central or the State Government may from time to time require and shall also furnish free of charge to such officers and at such time as the Central and 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 extract therefrom.

To maintain plans, etc.

11. The lessees shall at all times during the said term maintain at the mine office correct intelligible up-to-date and complete plans and sections of the mines in the said lands. They shall show all the operations, and workings and all the trenches, pits and drillings made by them in the course of operations carried on by them 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 or any period specified from time to time and the lessees shall furnish free of charge to the Central and State Government true and

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the close of each day cause the total weights, ascertained-  
converted and also the converted products and shall at  
from time to time brought to bank sold, exported and  
or cause to be weighed thereon all the said minerals  
constructed and efficient weighing machine and shall weigh  
which the said mineral shall be brought to bank a properly  
keep at or near the pit head or each of the pit heads at  
Government the lessees shall provide and at all times

13. (a) Unless specifically exempted by the State  
under the said Act.  
In any way other than as prescribed under the rules made  
not carry on mining or other operations under this lease  
tion and Development) Act, 1957 (Act 67 of 1957) and shall  
India under Section 18 of the Mines and Minerals (Regula-  
may be issued from time to time by the Government of  
12. The lessees shall be bound by such rules as  
under the said Act.

12. The lessees shall be bound by such rules as  
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tion and Development) Act, 1957 (Act 67 of 1957) and shall  
India under Section 18 of the Mines and Minerals (Regula-  
may be issued from time to time by the Government of

The lessees shall allow any officer of the Central  
or the State Government, authorised in this behalf by the  
Central or the State Government, to inspect the same at  
all reasonable times. They shall also supply when asked  
for by the State Government/The Director General, Geolo-  
gical Survey of India/The Controller, Indian Bureau of  
Mines/The Director, Geology and Mining, U.P. a composite  
plan of the area showing <sup>(1:25,000)</sup> thickness, dip, inclination, etc.,  
of all the seams as also the quantity of reserves quality-  
wise.

(c) Any other matter of interest and all data  
required by the Central and State Government from time to  
time.  
(b) Any mineral encountered.

(a) The sub-soil and strata through which they  
drillings shall show:  
required. Accurate records of all trenches, pits and  
correct copies of such plans and sections whenever

To provide  
weighing  
machine.

Act 67 of 1957

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ned by such means of the said minerals, ores, products raised, sold, exported and converted during the previous twenty-four hours to be entered in the aforesaid books of accounts. The lessees shall permit the State Government at all times during the said term to employ any person or persons to be present at the weighing of the said mineral/~~minerals~~<sup>as</sup> as aforesaid and to keep accounts thereof and to check the accounts kept by the lessees. The lessees shall give seven days previous notice in writing to the Collector of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

(b) The lessee<sup>s</sup> shall when so required by the State Government, provide and at all times keep at such suitable site as may be specified by the State Government (other than the lands hereby demised) properly constructed and efficient weighing machine/machines, severall or jointly with other lessee or lessees and shall weigh or cause to be weighed thereon the said mineral from time to time brought during the process of export. The lessee<sup>s</sup> shall permit the State Government at all times during the said term to employ any person or persons to be present at such weighing of the said mineral as aforesaid and to check the weightment entered in the accounts of the lease.

(c) In case the weights taken at (a) and (b) differ the highest of such weights shall be taken as the quantity on which royalty be computed.

To allow test of weighing Machine.

14. The lessees shall allow any person/persons appointed in that behalf by the State Government at any time or times during the said term to examine and test every 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 by

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and at the expense of the lessees and if such requisition be not complied with within fourteen days after the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted, repaired, and put in order and the expense of so doing shall be paid by the lessees to the State Government on 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 lessees shall make and pay reasonable satisfaction and compensation for all damage, injury or disturbance of person or property which may be done by or on the part of lessees in exercise of the liberties and ~~power~~ <sup>power</sup> 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 lessees will exercise liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstructions or interruption to the development and working within the said lands of any minerals not included in this lease and shall at all times afford to the Central and State Government and to the holders of prospecting licences <sup>and</sup> mining leases in respect of any such minerals or any minerals within any land adjacent to the said lands as the case may be reasonable means of access and safe and convenient passage upon

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and across the said land to such minerals for the purpose of getting working, developing and carrying away the same provided that the lessees 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 they may sustain by reason or in consequence of the use of such passage by such lessees or holders of prospecting licences.

Transfer of  
lease.

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

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

or

(b) enter into or make any arrangement contract or understanding whereby the lessees 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 lessees.

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

(1) the lessees have furnished an affidavit along with their application for transfer of the mining lease specifying therein the amount that they have already taken or proposes to take as consideration from the transferee;

(II) the transfer of the mining lease is to be made to a person or body directly undertaking mining operation.

(2) Without prejudice to the above provisions the lessees may subject to the conditions specified in the provision to rule 35 of the said rules transfer this lease or any right, title or interest therein, to a person holding a certificate of approval and an income-tax clearance

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such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties 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 writing by the State Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessees accordingly.

Lessee shall deposit any additional amount necessary.

19. Whenever the security deposit of Rs.1,000 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 or State Government pursuant to the power hereinafter declared in that behalf the lessees shall deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government up to the sum of Rs.1,000.

Delivery of working in good order to State Government after determination of lease.

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

*(except such of the same as may with the sanction of the State Govt have become dis-used)*

which cannot be removed without causing injury to the  
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~~mines or works under the said 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 lessees above ground level in good repair order and condition and fit in all respect for further working of the said mines and the said mineral.~~

Right of pre-emption.

21. (a) The State Government shall from time to time and all times during the said term have the right (to be exercised by notice in writing to the lessees) of pre-emption of the said minerals (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the lessees and the lessees shall with all possible expedition deliver all minerals or products of minerals purchased by the State Government under the power conferred by this provision in the quantities at the times in the 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 minerals or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of loading the lessees shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the State Government shall be satisfied that the delay is due to causes beyond the control of the lessees.

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption PROVIDED THAT in order to assist in arriving at the said fair market price the lessees shall, if so required, furnish to the State Government for the confidential information of the Government particulars of the

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quantities, descriptions and prices of the said minerals or products thereof sold to the other customers and of charters entered into for <sup>freight</sup> freight for carriage of the same and shall produce to such officer 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 the 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 lessees) forthwith take possession and control of the works, plant, machinery and premises of the lessees on or in connection with the said lands or operations under this lease and during such possession or control the lessees shall conform to and obey all directions given by or on behalf of the Central Government or State Government regarding the use or employment of such work, plants, premises and minerals. PROVIDED THAT fair compensation which shall be determined in default of agreement by the State Government shall be paid to the lessees for all loss or damage sustained by them by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO THAT the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

Employment of  
foreign national.

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

Recovery of expenses incurred by the State Govt.

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 lessees be not so carried out or performed within the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessees shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same and the decision of the State Government as to such expenses shall be final.

Furnishing of Geophysical data.

24. The lessees shall furnish-

(a) all geo-physical data relating to mining fields or engineering and ground water surveys, such as anomaly maps, sections, plans structures, contours maps logging, collected by them during the course of mining operations to the Director General, Geological Survey of India, Calcutta, and Director, <sup>Geology & Mining</sup>, U.P.

(b) all information pertaining to investigations of radio active minerals collected by them during the course of mining operations to the Secretary, Department of Atomic Energy, New Delhi and Director, <sup>Geology & Mining</sup>, U.P.

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

Supply to State Govt.'s nominees.

25. The lessees <sup>shall</sup> undertake that, if so required by the State Government or any officer authorised by it at any time but at not less than 3 months notice, he shall supply the whole or such part as may be required of Silica Sand that he shall win from the leased area for the utilisation in Sugar/such industry/Industries and industrial plants, as may be required by the State Government

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or any officer authorised by it, and in such event, the price quality and other terms regarding such supply will be mutually agreed upon between the lessee<sup>or 3-5</sup> and the consumer to whom the supply is to be made.

PROVIDED THAT if the lessee<sup>or 3-5</sup> and the consumer fail to mutually agree as aforesaid the price, quality and other terms will be decided by the State Government (which will be binding on the lessee<sup>or 3-5</sup>), the price being the fair price to be decided on the same principle as is contained in clause 21(c) of Part VII, and the lessee<sup>or 3-5</sup> will show to the State Government the books and accounts, in order to arrive at a fair price.

#### REGULATION OF PRICE BY STATE GOVERNMENT

26. The State Government will at any time during the said term be entitled to fix the sale price of Silica Sand to be extracted by lessee<sup>or 3-5</sup> from the demised premises and shall also be entitled to revise from time to time the sale price so fixed in accordance with this clause, the fixation and revision of sale price to be based on the cost of extraction to the lessee<sup>or 3-5</sup> plus such percentage of profit of not less than 5 per cent as the State Government may consider reasonable and upon such fixation or revision the lessee<sup>or 3-5</sup> shall not sell the Silica Sand at a price different from that fixed or revised as aforesaid.

27. The said land shall be demarcated by the Director, Geology and Mining U.P. or his authorised representative at site whose decision in that behalf shall be final and binding on the lessees.

#### PART VIII

##### THE COVENANTS OF THE STATE GOVERNMENT

Lessees may hold and enjoy rights quietly.

1. The lessees paying the rents, water rate and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on

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the part of the lessees to be observed and performed shall and may <sup>lawfully</sup> quietly hold and enjoy the right and premises hereby demised for and during the term hereby granted without any unlawful interruption from or by the State Government, or any person rightfully claiming under it.

Acquisition of land of third parties and compensation thereof.

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

To renew

3. Where the mining lease relates to any mineral not specified in the first schedule to the Act, it shall be renewed for one period not exceeding the period specified in sub-section (2) of section 8 of the Mines and Minerals (Regulation and Development) Act, 1957 at the option of the lessees:

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

If the lease is in respect of Minerals specified

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in the 1st schedule to the Act, renewal will be subject to the prior approval of the Central Government.

If the lessees be desirous of taking a renewed lease of the premises hereby demised or of any part or parts to them for a further term from the expiration of the term hereby granted and is otherwise eligible, they shall prior to the expiration of the last mentioned term give to the State Government twelve calendar months' previous notice in writing and shall pay the rents, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contain and on the part of the lessees 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 rule 28 of the said rules and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessees and upon his executing and delivering to the State Government if required a counterpart thereof execute and deliver to the lessees a renewed lease of the said premises or part thereof for the further term of 20 (twenty) years as specified in sub-section (2) of Section 8 of the Mines and Minerals (Regulation and Development) Act, 1957 at the option of the lessee, at such rents, rates and royalties and on such terms and subject to such rents, covenants and agreements including this present covenant to renew as shall be in accordance with the Mineral Concession Rules, 1960, applicable to Silica Sand on the day next following the expiration of the term hereby granted.

Liberty to determine the lease.

4. The lessees may at any time determine this lease by giving not less than 12 calendar months notice in writing to the State Government or to such officer, or authority as the State Government may specify in this behalf and upon the expiration of such notice provided that

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the lessees shall upon such expiration render and pay all rents, water rates, royalties, compensation for damages and other moneys which may <sup>be</sup> ~~them~~ be due and payable under these presents to the Lessor or any other person or persons and shall deliver these presents to the State Government then this lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the Lessor in respect of any breach of any of the covenants or agreements contained in these presents.

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

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

(b) gives an undertaking that he will not cause any hindrance <sup>to</sup> in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that mineral.

Refund of  
security  
deposits.

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

अशाही जमा अर्जात

(Signature)  
सी. ए. चतुर्वेदी)  
संयुक्त सचिव,  
उद्योग विभाग, ए० प्र०

PART IX

GENERAL PROVISIONS

Obstruction to inspection.

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

Penalty in case of default in payment of royalty and breach of covenant.

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

Penalty for repeated breaches of covenants.

3. In cases of repeated breaches of covenants and agreements by the lessees/lessees 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

अभिलेखित अंश

लेखनी (टी.डी. बटुवैदी) संयुक्त सचिव, वन विभाग, रा.रा.

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of annual dead rent specified in clause 2 part V.

Failure to fulfil  
the terms of  
lease due to  
'force majeure'.

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

Lessees to  
remove ~~his~~ their  
properties on  
the expiry of  
the lease.

5. The lessees having first paid and discharged rents, rates and royalties payable by virtue of these presents may at the expiration or sooner determination of said term or within six calendar months thereafter (unless the lease shall be determined under clauses 1 and 2 of this Part 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 their own benefit all or any engines, machinery, plant, buildings, structures, tramways, railways and other works, erections and conveniences which may have been erected, set-up or placed by the lessees in or upon the said lands which the lessees are not bound to deliver to the State Government, under clause 20 of Part VII of this Schedule and which the State Government shall not desire to purchase.

Forfeiture of property left more than six months after determination of lease.

6. If at the end of six calendar months after the expiration or sooner determination of the said term under the provision contained in clause 4 of Part VIII of this Schedule become effective there shall remain in or upon

अवशेष सम्पत्ति अस्तित्वात् ७ (अपवादित्वात्) श्री. सी. चतुर्वेदी  
संयुक्त सचिव,  
बद्योग विभाग, २० प्र०

-32-

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

Notices

7. Every notice by these presents required to be given to the lessees shall be given in writing to such person resident on the said lands as the lessees may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessees by registered post addressed to the lessees at the address recorded in this lease or at such other address in India, as the lessees may from time to time in writing to the State Government designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the lessees and shall not be questioned or challenged by them. <sup>3/2/54</sup> *lee*

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 Mineral Concession Rules, 1950, the lessees shall not be entitled to compensation for any loss sustained by the lessees in exercise of the powers and privileges conferred upon them by these presents.

अशोक कुमार अग्रवाल

(Official Seal)  
(श्री. श्री. चतुर्वेदी)  
संयुक्त सचिव,  
सहाय विभाग, २० प्र०

9. For the purpose of stamp duty the anticipated average dead rent from the demised land is Rs.1,406.67 per year.

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

Signed by *U. G. Lal* (S. K. Paul) For and on behalf of the Governor of Uttar Pradesh the Lessor

In the presence of

- 1. (S. K. Paul)
2. (S. K. Paul) Director of Geology and Mining, U.P. Lucknow

Signed by For Jal Shree Trading Co the Lessee.

In the presence of

- 1. (S. K. Paul) Director of Geology and Mining, U.P. Lucknow
2. (S. K. Paul) Director of Geology and Mining, U.P. Lucknow

The deed has been compared with the vetted draft

(S. K. PAUL) Mines Officer Directorate of Geology and Mining, U. P. LUCKNOW.

embro checked from para 1 to 33

Senior Officer Director of Geology & Mining U. P. LUCKNOW



2040

## 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 &amp; Others

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

I/We Jai Shri Trading Company Shri Ashok KR  
Agrawal, R/o- Meerang, Allahabad

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@gamil.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 K. Srivastava  
(VIJAY KUMAR SRIVASTAVA)  
Advocate, High Court, Allahabad.  
Counsel for Respondent

Client

A.K. Agarwal