

**BEFORE THE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH AT PUNE
ORIGINAL APPLICATION No. 65 OF 2025**

IN THE MATTER OF: -

Sandeep Salekar

...Applicant

VERSUS

State of Goa & Ors.

...Respondent(s)

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**REPLY AFFIDAVIT ON BEHALF OF RESPONDENT NO. 5 [THE
MINISTRY OF ENVIRONMENT, FOREST, AND CLIMATE
CHANGE]**

I, Suresh Kumar Adapa S/o Shri Ramulu, aged about 46 years, presently working as Scientist "E" in the Ministry of Environment, Forest & Climate Change (hereinafter referred to as "MoEF&CC"), Government of India, Regional Office, Bengaluru- 560034, do hereby, in my official capacity, solemnly affirm and state on oath as under-

1. That, I am acquainted with the facts and circumstances of this Original Application and duly competent to swear the present affidavit on behalf of Respondent No.5 i.e., the Ministry of Environment, Forest & Climate Change based the official records maintained therein.
2. It is humbly submitted that all the averments made in the instant application are denied except those which are specifically admitted herein in this reply affidavit.



A. Suresh Kumar

Suresh Kumar Adapa
Scientist "E" / Additional Director (S)
Ministry of Environment, Forest & Climate Change
Integrated Regional Office
Kendriya Sadan, Koramangala
Bengaluru - 560034

3. It is humbly submitted that the grievance raised by the Applicant relates to the alleged unauthorised transportation of mined iron ore by Respondent No. 6 (Project Proponent) from Mineral Block-I (MB-I) at Sirigao village, Goa, in purported violation of the Environmental Clearance (hereinafter referred to as "EC") dated 23.01.2024. The Applicant alleges that transportation is being undertaken by deviating from the route specified in the EC and instead through a stretch of public road (MDR-20) passing through several habitations within Pilgaon Panchayat, resulting in environmental and safety concerns and alleged non-compliance with the conditions of the EC.
4. It is humbly submitted that the EC for the Project titled “Bicholim Mineral Block- Block 1 (Auction Block) of M/s Vedanta Limited for mining of Iron Ore with proposed production capacity of 3.0 MTPA, Waste: 25.162 MTPA(Total Excavation: 28.162 MTPA) along with crushing and screening plant capacity of 4.0 MTPA in the mine lease area of 478.5206 ha, located at Bicholim, Bordem, Lamgao, Mulgoa, Mayem&Sirigao Villages of Bicholim Taluka of North Goa District, Goa” has been granted by the Answering Respondent vide letter no. IA-J-11015/3/2023-IA-II (NCM) dated 23.01.2024. A copy of the EC dated 23.01.2024 has been annexed herewith as **Annexure-I**.
5. It is humbly submitted that the Answering Respondent has established a Standard Operating Procedure (hereinafter referred to as “SoP”) for Post Environmental Clearance Monitoring and compliance of the projects vide Office Memorandum dated 25.11.2022. A copy of the SoP dated 25.11.2022 has been annexed herewith as **Annexure-II**.



A. Suresh Kumar
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6. It is humbly submitted that in line with this SoP, the Answering Respondent requested the Regional Office (hereinafter referred to as "RO") of the Ministry at Bengaluru, vide letter dated 24.07.2025, to furnish (i) a factual status report concerning the issues raised in the instant Original Application, and (ii) a condition wise compliance status report(s) for all the ECs associated with the project. A copy of the letter dated 24.07.2025 has been annexed herewith as **Annexure-III**.
7. It is humbly submitted that the project was monitored by the RO, Bengaluru on 10.09.2025, pursuant to which a monitoring report was submitted to the Ministry vide letter dated 23.09.2025. This monitoring report was examined within the Ministry wherein certain non-compliance/partial compliance were observed. During the site visit, the RO also made certain factual ground observation with respect to the contentions made by the Applicant. A copy of the inspection report dated 23.09.2025 has been annexed herewith as **Annexure-IV**.
8. It is humbly submitted that based on the non-compliance/partial compliance observed in the monitoring report, as well as the observations of the RO regarding the use of a deviated route by the Project Proponent (hereinafter referred to as "PP"), the Answering Respondent, vide letter no. IA-L-11011/87/2025-IA-I dated 14.10.2025, directed the PP to submit a Clarification/Action Taken Report (hereinafter referred to as "ATR") in respect of the observed non-compliance/partial compliance within 30 days from the date of issuance of the letter. In response thereof, the PP submitted the ATR vide letter dated 14.11.2025. A copy of the letter dated 14.10.2025 and



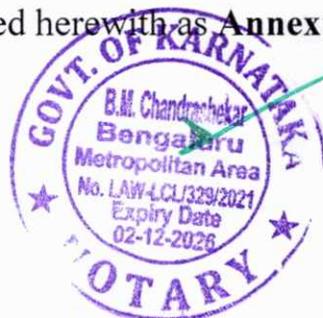
A. Suresh Kumar
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Ministry of Environment, Forest & Climate Change
Integrated Regional Office
Kendriya Sadan, Koramangala
Bengaluru - 560034

ATR dated 14.11.2025 have been annexed herewith as **Annexure-V** and **Annexure-VI**, respectively.

9. It is humbly submitted that, in accordance with the SoP dated 25.11.2022, the ATR submitted by the PP was forwarded to the RO Bengaluru, vide letter no. IA-L-11011/87/2025-IA-I dated 01.12.2025, for verification of the facts stated therein and for submission of an ATR Review Report to the Ministry. In response, the RO Bengaluru submitted the ATR Review Report to the Ministry vide letter No. EP/12.1/2023-24/2/Goa/827 dated 17.12.2025. A copy of the letter dated 01.12.2025, and ATR Review Report dated 17.12.2025 have been annexed herewith as **Annexure-VII**, and **Annexure-VIII**, respectively.

10. It is humbly submitted that the ATR Review Report was examined within the Ministry. Based on the ground observations reported by the RO Bengaluru, it was observed that the EC conditions have either been complied with, are being complied with, or compliance of the same is in progress, as applicable.

11. It is further submitted that with respect to the alleged deviation from the approved transportation route of the mined minerals, as recorded in the ATR Review Report, the RO has confirmed that the PP has obtained permission from the Directorate of Mines and Geology (DMG), Government of Goa to temporarily utilise an extended stretch of MDR-20 for transportation purposes, which is valid till 27.02.2026. A copy of the permission from DMG dated 31.12.2025 has been annexed herewith as **Annexure-IX**.



A. Suresh Kumar
Suresh Kumar Adapa
Scientist "E" / Additional Director (S)
Ministry of Environment, Forest & Climate Change
Integrated Regional Office
Kendriya Sadan, Koramangala
Bengaluru - 560034

12. It is humbly submitted that, since the matter is presently sub judice before this Hon'ble Tribunal, any further action in the instant matter shall be undertaken by the Answering Respondent in accordance with the outcome of the proceedings and the directions that may be issued by this Hon'ble Tribunal.

13. It is humbly submitted that the present Reply Affidavit may kindly be taken on record and into consideration and the Hon'ble Tribunal may pass appropriate Order(s). direction(s) as deemed fit and proper under the facts and circumstances of the present case.

14. It is humbly submitted that the Answering Respondent seeks leave to make additional submissions, if required, during the course of the proceedings.



A. Suresh Kumar
28/01/26
DEPONENT

Suresh Kumar Adapa
Scientist "E" / Additional Director (S)
Ministry of Environment, Forest & Climate Change
Integrated Regional Office
Kendriya Sadan, Koramangala
Bengaluru - 560034

VERIFICATION

I, the above-named Deponent, do hereby verify that the contents of the above affidavit are true and correct to my knowledge as per the records of the answering respondents. No part of it is false and nothing material has been concealed there from. Verified at Bengaluru on this 28th day of January 2026.



SWORN TO BEFORE ME

B.M.C
B.M. CHANDRASHEKAR
Advocate & Notary Public

" 47, B.D.A. Complex, Koramangala
BANGALORE - 560 034.

REGISTER NOTARY

SI No. 251 Page 17

Book No. 62 Date 28/1/2026

A. Suresh Kumar
28/01/26
DEPONENT

Suresh Kumar Adapa
Scientist "E" / Additional Director (S)
Ministry of Environment, Forest & Climate Change
Integrated Regional Office
Kendriya Sadan, Koramangala
Bengaluru - 560034



1440

File No.: IA-J-11015/3/2023-IA-II(NCM)
Government of India
Ministry of Environment, Forest and Climate Change
IA Division

Annexure-I



Dated 23/01/2024



To,

M/s VEDANTA LIMITED
Sesa Ghor, 20 EDC Complex, Patto, Panjim, NORTH GOA, GOA, 403001
MK.Reddy@vedanta.co.in

Subject: Bicholim Mineral Block- Block 1 (Auction Block) of M/s Vedanta Limited for mining of Iron Ore with proposed production capacity of 3.0 MTPA, Waste: 25.162 MTPA (Total Excavation: 28.162 MTPA) along with crushing and screening plant capacity of 4.0 MTPA in the mine lease area of 478.5206 ha, located at Bicholim, Bordem, Lamgao, Mulgoa, Mayem & Sirigao Villages of Bicholim Taluka of North Goa District, Goa - Environmental Clearance (EC) - reg.

Sir/Madam,

This has reference to the online proposal no. IA/GA/MIN/442593/2023 dated 1.09.2023 for grant of Environmental Clearance (EC) to the project for Bicholim Mineral Block- Block 1 (Auction Block) of M/s Vedanta Limited for mining of Iron Ore with proposed production capacity of 3.0 MTPA, Waste: 25.162 MTPA (Total Excavation: 28.162 MTPA) along with crushing and screening plant capacity of 4.0 MTPA in the mine lease area of 478.5206 ha, located at Bicholim, Bordem, Lamgao, Mulgoa, Mayem & Sirigao Villages of Bicholim Taluka of North Goa District, Goa.

2. The particulars of the proposal are as below :

(i) EC Identification No.	EC23A0000GA5507405N
(ii) File No.	IA-J-11015/3/2023-IA-II(NCM)
(iii) Clearance Type	Fresh EC
(iv) Category	A
(v) Project/Activity Included Schedule No.	1(a) Mining of minerals
(vi) Sector	Non-Coal Mining
(vii) Name of Project	Block 1- Bicholim Mineral Block for Iron Ore
(ix) Location of Project (District, State)	NORTH GOA, GOA
(x) Issuing Authority	MoEF&CC
(xii) Applicability of General Conditions	No

3. In view of the particulars given in the Para 1 above, the project proposal inter alia including Form-1 (Part A, B and C)/

EIA & EMP Reports were submitted to the MoEF&CC for an appraisal by the EAC under the provision of EIA notification 2006 and its subsequent amendments.

4. The above-mentioned proposal has been considered by EAC in the meeting held on 22.09.2023 and 26.12.2023. The minutes of the meeting and all the project documents are available on PARIVESH portal which can be accessed from the PARIVESH portal by scanning the QR Code above.

5. The EAC, After detailed deliberations made by the Project Proponent and the EIA Consultant, the EAC in its meeting held during 26th December, 2023 under the provisions of EIA Notification 2006 and its subsequent amendments, **recommended** the proposal for grant of Environmental Clearance (EC) to Bicholim Mineral Block- Block 1 (Auction Block) of M/s Vedanta Limited for mining of Iron Ore with proposed production capacity of 3.0 MTPA, Waste: 25.162 MTPA(Total Excavation: 28.162 MTPA) along with crushing and screening plant capacity of 4.0 MTPA in the mine lease area of 478.5206 ha, located at Bicholim, Bordem, Lamgao, Mulgoa, Mayem & Sirigao Villages of Bicholim Taluka of North Goa District, Goa subject to the following certain specific conditions in addition to the standard EC conditions applicable for non-coal mining projects (Annexure 1).

6. The matter was examined in the EAC in accordance with the Environmental Impact Assessment Notification, 2006 and further amendments thereto and the undersigned is directed to say that the Ministry of Environment Forest & Climate Change after accepting the recommendation of EAC in its meeting held during 26th December, 2023 hereby accords the Environmental Clearance (EC) to M/s Vedanta Limited for Bicholim Mineral Block- Block 1 (Auction Block) for mining of Iron Ore with proposed production capacity of 3.0 MTPA, Waste: 25.162 MTPA(Total Excavation: 28.162 MTPA) along with crushing and screening plant capacity of 4.0 MTPA in the mine lease area of 478.5206 ha, located at Bicholim, Bordem, Lamgao, Mulgoa, Mayem&Sirigao Villages of Bicholim Taluka of North Goa District, Goa, subject to compliance of the terms & conditions and the environmental safeguards mentioned at Annexure 1.

7. The Ministry reserves the right to stipulate additional conditions, if found necessary.

8. The Environmental Clearance to the aforementioned project is under provisions of EIA Notification, 2006. It does not tantamount to approvals/consent/permissions etc. required to be obtained under any other Act/Rule/regulation. The Project Proponent is under obligation to obtain approvals /clearances under any other Acts/ Regulations or Statutes, as applicable, to the project.

9. The PP is under obligation to implement commitments made in the Environment Management Plan, which forms part of this EC.

10. The project proponent shall prominently advertise it at least in two local newspapers of the District or State, of which one shall be in the vernacular language within seven days indicating that the project has been accorded environment clearance and the details of MoEF&CC website where it is displayed.

11. The copies of the environmental clearance shall be submitted by the project proponents to the Heads of local bodies, Panchayats and Municipal Bodies in addition to the relevant offices of the Government who in turn must display the same for 30 days from the date of receipt.

12. The project proponent shall have a well laid down environmental policy duly approved by the Board of Directors (in case of Company) or competent authority, duly prescribing standard operating procedures to have proper checks and balances and to bring into focus any infringements/deviation/violation of the environmental / forest / wildlife norms / conditions.

13. Action plan for implementing EMP and environmental conditions along with responsibility matrix of the project proponent (during construction phase) and authorized entity mandated with compliance of conditions (during operational phase) shall be prepared. The year wise funds earmarked for environmental protection measures shall be kept in separate account and not to be diverted for any other purpose. Six monthly progress of implementation of action plan shall be reported to the Ministry/Regional Office along with the Six-Monthly Compliance Report.

14. Concealing factual data or submission of false/fabricated data may result in revocation of this environmental

clearance and attract action under the provisions of Environment (Protection) Act, 1986.

15. The Regional Office of this MoEF&CC shall monitor compliance of the stipulated conditions. The project authorities should extend full cooperation to the officer (s) of the Regional Office by furnishing the requisite data / information/monitoring reports.

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

17. This issue with an approval of the Competent Authority.

Copy To

1. **The Secretary**, Ministry of Mines, Government of India, Shastri Bhawan, New Delhi.
2. **The Secretary**, Department of Mines and Geology, Ground Floor of Institute Menezes Braganza, Government of Goa.
3. **The Director**, Department of Environment and Climate Change (DoE and CC), Government of Goa.
4. **The Secretary**, Department of Forests, Government of Goa, Goa Van Bhavan, Goa.
5. **The Chief Wildlife Warden**, Goa Van Bhavan, Forest Department, Altinho, Panaji Goa. 403001.
6. **The Deputy Director General of Forests (C)**, Ministry of Env., Forest and Climate Change, Integrated Regional Office, Kendriya Sadan, 4th Floor, E&F Wings, 17th Main Road, Koramangala II Block, Bangalore - 560034.
7. **The Member Secretary**, Central Pollution Control Board, Parivesh Bhawan, CBD-Cum-Office Complex, East Arjun Nagar, New Delhi-110 032.
8. **The Member Secretary**, Central Ground Water Authority, 18/11, Jam Nagar House, Man Singh Road, New Delhi-110011.
9. **The Member Secretary**, Goa State Pollution Control Board, Nr. Pilerne Industrial Estate, Opp. Saligao Seminary, Saligao, Goa 403511.
10. **The Controller General**, Indian Bureau of Mines, Indira Bhavan, Civil Lines, Nagpur- 440 001.
11. **The District Collector**, North Goa District, Government of Goa.
12. **Guard File.**
13. **PARIVESH Portal.**

Annexure 1

Specific EC Conditions for (Mining Of Minerals)

1. Court Case

S. No	EC Conditions
1.1	The instant Environmental Clearance (EC) is subject to the outcome of the WP 592 of 2022 (MSPL v. State of Goa & Ors.) regarding challenging the constitutionality of the tender documents of Phase I auction of Goa mines and PIL WP 2029/2023 (F) (Suresh Govind Gaonkar & Ors v. Directorate of Mines and Geology & Ors) regarding challenging the state's decision to go ahead with the auction of the mining block.

2. Environment Monitoring & Reporting

S. No	EC Conditions
2.1	The Project Proponent shall monitor the air quality, noise level, water quality, water level and ground vibration during drilling and blasting at the edge of the mine, near the village, crusher and at other sensitive receptors and such collected data shall be submitted quarterly to the Ministry's Regional Office.

3. Public Hearing Concerns

S. No	EC Conditions
3.1	The budget of Rs 309.3 Lakhs to address the concerns raised by the public in the public consultation to be completed within 3 years from the date of start of mining operations. PP shall comply with all action plans made for public hearing concerns and make regular maintenance and record the progressive activity outcomes. The Project proponent shall ensure that the activities proposed under the public hearing is different from the CSR activities.

4. Awareness On Single Use Plastic (Sup)

S. No	EC Conditions
4.1	The Project Proponent shall create awareness among the local people working within the project area as well as its surrounding area on the ban of Single Use Plastic (SUP) in order to ensure the compliance of Notification published by MoEF&CC on 12/08/2021. A report, along with photographs, on the measures taken shall also be included in the six monthly compliance report.

5. Implementation Of Emp

S. No	EC Conditions
5.1	The Project Proponent should adopt the proper mitigation measures as proposed under EMP with budgetary provision of Rs 72 Cr. The adoption of mitigation measures and monitoring of the same as proposed in the EMP shall be done under the supervision of the qualified environmental personnel. The implementation status of the same shall be submitted to the Ministry's Regional Office.
5.2	The Project Proponent should establish in house (at project site) environment laboratory for measurement of environment parameter with respect to air quality and water (surface and ground). A dedicated team to oversee environment management shall be setup at site which should comprise of Environment Engineers, Laboratory chemist and staff for monitoring of air, water quality parameters on routine basis instead of engaging environment monitoring laboratories/consultants. Any non-compliance or infringement should be reported to the concerned authority.

6. Cleaner Production

S. No	EC Conditions
6.1	The Project Proponent shall explore the possibility of using atleast 20% of Electric vehicles/CNG/Solar instead of diesel operation within three years.

7. Permission For Groundwater Withdrawal

S. No	EC Conditions
7.1	NoC from the Central Ground Water Authority (CGWA)/ Concerned Local authority, as the case may be, shall be obtained before drawing the ground water for the project activities, State Pollution Control Board / Pollution Control Committees shall not issue the Consent to Operate (CTO) under Air (Prevention and Control of Pollution) Act and Water (Prevention and Control of Pollution) Act till the project proponent shall obtain such permission.

8. Training Program

S. No	EC Conditions
8.1	The Project Proponent shall also organize employment-based apprenticeship/ internship training program every year with appropriate stipend for the youth and other programs to enhance the skill of the local people. The data should be maintained for the training imparted to the persons and the outcome of the training, for the assessment of the training program should be analyzed periodically and improved accordingly. The preference shall be given to the local people for the purpose of employment as committed before the EAC.

9. Occupational Health Checkup

S. No	EC Conditions
9.1	The Project Proponent should periodically monitor and maintain the health records of the mine workers digitally prior to mining operations, at the time of operation of mine and post mining operations. Regular surveillance on occupational health shall be carried out every year for mine workers. PP shall also organize medical camp for the benefit of the local people and also the monitor the health impacts due to mining activity.

10. Regrassing

S. No	EC Conditions
10.1	The mining lease holders shall, after ceasing mining operations, undertake regrassing the mining area and any other area which may have been disturbed due to their mining activities and restore the land to a condition which is fit for growth of fodder, flora, fauna etc. The implementation report of the above said condition shall be submitted to the Ministry's Regional Office.

11. Capping

S. No	EC Conditions
11.1	The Hon'ble Supreme Court has imposed a capping on mining of iron ore to 20 MTPA for the entire State of Goa. Accordingly, the Project Proponent shall first obtain the necessary permission from the competent authority with regard to the amount of mineral they can mine per year, before starting its mining operation.

12. Common Boundary

S. No	EC Conditions
12.1	The Project Proponent needs to obtain prior permission from the MoEF&CC for mining in common boundary as and when required.

13. Conveyor Belt

S. No	EC Conditions
13.1	As committed before the EAC, the Project Proponent needs to explore the feasibility for installing conveyor belt system for transportation.

14. Ecology Restoration

S. No	EC Conditions
14.1	The mined out pits will be converted into water reservoirs, pond with other ecotourism facilities like water sports, boating, fishing etc., Pisciculture in mine pits will be developed and also the local community will be involved for cage fishing to make it a commercially viable venture.
14.2	The ecology restoration or mine reclamation activities shall be carried out concurrently with mining operations. The Project Proponent shall ensure that the restoration models demonstrated before the EAC shall be developed in association with research institutes like NEERI, Goa University etc.

15. Surface Water Monitoring

S. No	EC Conditions
15.1	Regular monitoring and analysis of discharge water and at upstream and downstream of Bicholim and Asnora river needs to be carried out quarterly through NABL/MoEF&CC accredited laboratory.

16. Green Belt And Plantation

S. No	EC Conditions
16.1	Extensive native fruit bearing plantation shall be carried out in all safety zones with density of 2500 trees/ha.
16.2	The Project Proponent needs to complete the entire peripheral plantation under green belt, safety

S. No	EC Conditions
	barrier plantation and gap plantation within three years from the start of mining operations. The Project Proponent should plant quality sapling of appropriate height of native and fruit bearing species. In case of tall transplants (seedlings) the seedlings should have proper trained root stock with root biomass commensurate with seedling height to ensure good growth after out planting. Plantation shall be undertaken in consultation with the State Forest Department. The Project Proponent shall make the actual count on the saplings planted and its survival rate and in case of failure of achievement of 95% survival rate, action plan for achieving the target survival rate shall be submitted to the Ministry's Regional Office.

17. Soil Erosion

S. No	EC Conditions
17.1	The waste dump slopes shall be covered with laterite material and then with biodegradable geotextile mats to prevent the soil erosion of the dump slopes so as to facilitate the growth of native species.

18. Air Pollution

S. No	EC Conditions
18.1	The Project Proponent needs to install the permanent water sprinklers along 3.40 km haul road within the ML area and 2.80 km length outside the ML area on either side of the road.
18.2	As committed by the Project Proponent, existing trucks of 10.5 Tonnes shall be replaced with higher capacity trucks of 25 Tonnes in phased manner to reduce traffic load and emissions per tonne/km.
18.3	Fugitive dust monitoring during transportation shall be monitored regularly at all the sensitive receptors and report shall be submitted quarterly to the Regional Office of MoEF&CC. Regular sprinkling shall be done on roads to suppress the dust at the source.
18.4	The Project Proponent shall adhere to the pollution control measures suggested by the Central Pollution Control Board (CPCB) in the environmental guidelines for crushing/screening activity.

19. Wheel Washing

S. No	EC Conditions
19.1	The wheel washing facility for the ore transport vehicles shall be provided at the exit point of the mine.

20. Underpass

S. No	EC Conditions
20.1	The Project Proponent needs to speed up the process of construction of underpass.

21. Settling Pond

S. No	EC Conditions
21.1	The Project Proponent needs to strengthen the settling pond with proper stone pitching in line with the design of settling pond considering the annual rainfall, flow rate, catchment area and its discharge.
21.2	The catch drains and siltation ponds needs to be regularly maintained to arrest silt and sediments flow from dumps.

22. Nursery

S. No	EC Conditions
22.1	The Project Proponent needs to develop a nursery adjacent to the mineral block (Survey no 72/4 in Bicholim Village) for an area of about 1100 sq.m in consultation with State Forest Department. PP shall develop theme-based gardens like medicinal gardens, horticulture gardens, spice gardens etc.,

23. Crushing/screening

S. No	EC Conditions
23.1	The Project Proponent needs to modify the crushing & screening units within 4 months from the date of issue of this EC.

24. Conservation Of Wildlife

S. No	EC Conditions
24.1	The Project Proponent needs to use modern equipment's such as Camera Traps for ensuring presence and movement of wild animals in the vicinity of the mine lease area as well as in study area in consultation with Wildlife Wing of Forest Department. Appropriate interventions shall be taken to minimise stress conditions for wild animals and to avoid Man-Animal conflict.
24.2	The Project Proponent needs to explore the possibility of using advanced/ latest mining technologies available so as to minimize the ecological impacts.
24.3	The Project Proponent should follow-up the status of implementation on Wildlife Conservation Plan from the Forest Officials and the same shall be submitted to the Ministry's Regional Office in the six monthly compliance report.

25. Continuous Ambient Air Quality Monitoring System (Caaqms)

S. No	EC Conditions
25.1	The Continuous Ambient Air Quality Monitoring Stations (CAAQMS) shall be installed and commissioned in consultation with CPCB. The real time data so generated should be displayed digitally at entry and exit gate of mine lease area for public display and shall be linked to server of CPCB/SPCB.

Standard EC Conditions for (Mining of minerals)

1. Statutory Compliance

S. No	EC Conditions
1.1	This Environmental Clearance (EC) is subject to orders/ judgment of Hon'ble Supreme Court of India, Hon'ble High Court, Hon'ble NGT and any other Court of Law, Common Cause Conditions as may be applicable.
1.2	The Project proponent complies with all the statutory requirements and judgment of Hon'ble Supreme Court dated 2nd August, 2017 in Writ Petition (Civil) No. 114 of 2014 in matter of Common Cause versus Union of India & Ors before commencing the mining operations.
1.3	The State Government concerned shall ensure that mining operation shall not be commenced till the entire compensation levied, if any, for illegal mining paid by the Project Proponent through their respective Department of Mining & Geology in strict compliance of Judgment of Hon'ble Supreme Court dated 2nd August, 2017 in Writ Petition (Civil) No. 114 of 2014 in matter of Common Cause versus Union of India & Ors.
1.4	The Project Proponent shall follow the mitigation measures provided in MoEFCC's Office Memorandum No. Z-11013/57/2014-IA.II (M), dated 29th October, 2014, titled "Impact of mining activities on Habitations-Issues related to the mining Projects wherein Habitations and villages are the part of mine lease areas or Habitations and villages are surrounded by the mine lease area".
1.5	A copy of EC letter will be marked to concerned Panchayat / local NGO etc. if any, from whom suggestion / representation has been received while processing the proposal.
1.6	State Pollution Control Board/Committee shall be responsible for display of this EC letter at its Regional office, District Industries Centre and Collector's office/ Tehsildar's Office for 30 days.
1.7	The Project Authorities should widely advertise about the grant of this EC letter by printing the same in at least two local newspapers, one of which shall be in vernacular language of the concerned area. The advertisement shall be done within 7 days of the issue of the clearance letter mentioning that the instant project has been accorded EC and copy of the EC letter is available with the State Pollution Control Board/Committee and web site of the Ministry of Environment, Forest and Climate Change (www.parivesh.nic.in). A copy of the advertisement may be forwarded to the concerned MoEFCC Regional Office for compliance and record.
1.8	The Project Proponent shall inform the MoEF&CC for any change in ownership of the mining lease. In case there is any change in ownership or mining lease is transferred. PP needs to apply for transfer of EC as per provisions of the para 11 of EIA Notification, 2006 as amended from time to time.

2. Air Quality Monitoring And Preservation

S. No	EC Conditions
2.1	The Project Proponent shall install a minimum of 3 (three) online Ambient Air Quality Monitoring Stations with 1 (one) in upwind and 2 (two) in downwind direction based on long term climatological data about wind direction such that an angle of 120° is made between the monitoring locations to monitor critical parameters, relevant for mining operations, of air pollution viz. PM10, PM2.5, NO2, CO and SO2 etc. as per the methodology mentioned in NAAQS Notification No. B-29016/20/90/PCI/I, dated 18.11.2009 covering the aspects of transportation and use of heavy machinery in the impact zone. The ambient air quality shall also be monitored at prominent places like office building, canteen etc. as per the site condition to ascertain the exposure characteristics at specific places. The above data shall be digitally displayed within 03 months in front of the main Gate of the mine site.
2.2	Effective safeguard measures for prevention of dust generation and subsequent suppression (like regular water sprinkling, metalled road construction etc.) shall be carried out in areas prone to air pollution wherein high levels of PM10 and PM2.5 are evident such as haul road, loading and unloading point and transfer points. The Fugitive dust emissions from all sources shall be regularly controlled by installation of required equipments/ machineries and preventive maintenance. Use of suitable water-soluble chemical dust suppressing agents may be explored for better effectiveness of dust control system. It shall be ensured that air pollution level conform to the standards prescribed by the MoEFCC/ Central Pollution Control Board.

3. Water Quality Monitoring And Preservation

S. No	EC Conditions
3.1	In case, immediate mining scheme envisages intersection of ground water table, then Environmental Clearance shall become operational only after receiving formal clearance from CGWA. In case, mining operation involves intersection of ground water table at a later stage, then PP shall ensure that prior approval from CGWA and MoEFCC is in place before such mining operations. The permission for intersection of ground water table shall essentially be based on detailed hydro-geological study of the area.
3.2	Project Proponent shall regularly monitor and maintain records w.r.t. ground water level and quality in and around the mine lease by establishing a network of existing wells as well as new piezo-meter installations during the mining operation in consultation with Central Ground Water Authority/ State Ground Water Department. The Report on changes in Ground water level and quality shall be submitted on six-monthly basis to the Regional Office of the Ministry, CGWA and State Groundwater Department / State Pollution Control Board.
3.3	The Project Proponent shall undertake regular monitoring of natural water course/ water resources/ springs and perennial nallahs existing/ flowing in and around the mine lease including upstream and downstream. Sufficient number of gullies shall be provided at appropriate places within the lease for management of water. The parameters to be monitored shall include their water quality vis-à-vis suitability for usage as per CPCB criteria and flow rate. It shall be ensured that no obstruction and/ or alteration be made to water bodies during mining operations without justification and prior approval of MoEFCC. The monitoring of water courses/ bodies existing in lease area shall be carried out four times in a year viz. pre- monsoon (April May), monsoon (August), post-monsoon (November) and winter (January) and the record of monitored data may be sent regularly to Ministry of Environment, Forest and Climate Change and its Regional Office, Central Ground Water Authority and Regional Director, Central Ground Water Board, State Pollution Control Board and Central Pollution Control Board. Clearly showing the trend analysis on six-monthly

S. No	EC Conditions
	basis.
3.4	Quality of polluted water generated from mining operations which include Chemical Oxygen Demand (COD) in mines run-off; acid mine drainage and metal contamination in runoff shall be monitored along with Total Suspended Solids (TDS), Dissolved Oxygen (DO), pH and Total Suspended Solids (TSS). The monitored data shall be uploaded on the website of the company as well as displayed at the project site in public domain, on a display board, at a suitable location near the main gate of the Company. The circular No. J- 20012/1/2006-IA.II (M) dated 27.05.2009 issued by Ministry of Environment, Forest and Climate Change may also be referred in this regard.
3.5	Project Proponent shall plan, develop and implement rainwater harvesting measures on long term basis to augment ground water resources in the area in consultation with Central Ground Water Board/ State Groundwater Department. A report on amount of water recharged needs to be submitted to Regional Office MoEFCC annually.
3.6	Industrial waste water (workshop and waste water from the mine) should be properly collected and treated so as to conform to the notified standards prescribed from time to time. The standards shall be prescribed through Consent to Operate (CTO) issued by concerned State Pollution Control Board (SPCB). The workshop effluent shall be treated after its initial passage through Oil and grease trap.
3.7	The water balance/water auditing shall be carried out and measure for reducing the consumption of water shall be taken up and reported to the Regional Office of the MoEF&CC and State Pollution Control Board/Committee.

4. Noise And Vibration Monitoring And Prevention

S. No	EC Conditions
4.1	The peak particle velocity at 500m distance or within the nearest habitation, whichever is closer shall be monitored periodically as per applicable DGMS guidelines.
4.2	The illumination and sound at night at project sites disturb the villages in respect of both human and animal population. Consequent sleeping disorders and stress may affect the health in the villages located close to mining operations. Habitations have a right for darkness and minimal noise levels at night. PPs must ensure that the biological clock of the villages is not disturbed; by orienting the floodlights/ masks away from the villagers and keeping the noise levels well within the prescribed limits for day /night hours.
4.3	The Project Proponent shall take measures for control of noise levels below 85 dBA in the work environment. The workers engaged in operations of HEMM, etc. should be provided with ear plugs /muffs. All personnel including laborers working in dusty areas shall be provided with protective respiratory devices along with adequate training, awareness and information on safety and health aspects. The PP shall be held responsible in case it has been found that workers/ personals/ laborers are working without personal protective equipment.

5. Mining Plan

S. No	EC Conditions
5.1	The Project Proponent shall adhere to approved mining plan, inter alia, including, total excavation (quantum of mineral, waste, over burden, inter burden and top soil etc.); mining technology; lease area; scope of working (method of mining, overburden & dump management, O.B& dump mining, mineral transportation mode, ultimate depth of mining, concurrent reclamation and reclamation at mine closure; land-use of the mine lease area at various stages of mining scheme as well as at the end-of-life; etc.).
5.2	The land-use of the mine lease area at various stages of mining scheme as well as at the end-of-life shall be governed as per the approved Mining Plan. The excavation vis-à-vis backfilling in the mine lease area and corresponding afforestation to be raised in the reclaimed area shall be governed as per approved mining plan. PP shall ensure the monitoring and management of rehabilitated areas until the vegetation becomes self-sustaining. The compliance status shall be submitted half-yearly to the MoEFCC and its concerned Regional Office.

6. Land Reclamation

S. No	EC Conditions
6.1	The Overburden (O.B.), waste and topsoil generated during the mining operations shall be stacked at earmarked OB dump site(s) only and it should not be kept active for a long period of time. The physical parameters of the OB / waste dumps / topsoil dump like height, width and angle of slope shall be governed as per the approved Mining Plan and the guidelines/circulars issued by D.G.M.S. The topsoil shall be used for land reclamation and plantation.
6.2	The slope of dumps shall be vegetated in scientific manner with suitable native species to maintain the slope stability, prevent erosion and surface run off. The selection of local species regulates local climatic parameters and help in adaptation of plant species to the microclimate. The gullies formed on slopes should be adequately taken care of as it impacts the overall stability of dumps. The dump mass should be consolidated with the help of dozer/ compactors thereby ensuring proper filling/ leveling of dump mass. In critical areas, use of geo textiles/ geo-membranes / clay liners / Bentonite etc. shall be undertaken for stabilization of the dump.
6.3	Catch drains, settling tanks and siltation ponds of appropriate size shall be constructed around the mine working, mineral yards and Top Soil/OB/Waste dumps to prevent run off of water and flow of sediments directly into the water bodies (Nallah/ River/ Pond etc.). The collected water should be utilized for watering the mine area, roads, green belt development, plantation etc. The drains/ sedimentation sumps etc. shall be de-silted regularly, particularly after monsoon season, and maintained properly.
6.4	Check dams of appropriate size, gradient and length shall be constructed around mine pit and OB dumps to prevent storm run-off and sediment flow into adjoining water bodies. A safety margin of 50% shall be kept for designing of sump structures over and above peak rainfall (based on 50 years data) and maximum discharge in the mine and its adjoining area which shall also help in providing adequate retention time period thereby allowing proper settling of sediments/ silt material. The sedimentation pits/ sumps shall be constructed at the corners of the garland drains.

7. Transportation

S. No	EC Conditions
7.1	No Transportation of the minerals shall be allowed in case of roads passing through villages/ habitations. In such cases, PP shall construct a 'bypass' road for the purpose of transportation of the minerals leaving an adequate gap (say at least 200 meters) so that the adverse impact of sound and dust along with chances of accidents could be mitigated. All costs resulting from widening and strengthening of existing public road network shall be borne by the PP in consultation with nodal State Govt. Department. Transportation of minerals through road movement in case of existing village/ rural roads shall be allowed in consultation with nodal State Govt. Department only after required strengthening such that the carrying capacity of roads is increased to handle the traffic load. The pollution due to transportation load on the environment will be effectively controlled and water sprinkling will also be done regularly. Vehicular emissions shall be kept under control and regularly monitored. Project should obtain Pollution Under Control (PUC) certificate for all the vehicles from authorized pollution testing centers. [If applicable in case of road transport].
7.2	The Main haulage road within the mine lease should be provided with a permanent water sprinkling arrangement for dust suppression. Other roads within the mine lease should be wetted regularly with tanker-mounted water sprinkling system. The other areas of dust generation like crushing zone, material transfer points, material yards etc. should invariably be provided with dust suppression arrangements. The air pollution control equipments like bag filters, vacuum suction hoods, dry fogging system etc. shall be installed at Crushers, belt-conveyors and other areas prone to air pollution. The belt conveyor should be fully covered to avoid generation of dust while transportation. PP shall take necessary measures to avoid generation of fugitive dust emissions.

8. Green Belt

S. No	EC Conditions
8.1	The Project Proponent shall develop greenbelt in 7.5m wide safety zone all along the mine lease boundary as per the guidelines of CPCB in order to arrest pollution emanating from mining operations within the lease. The whole Green belt shall be developed within first 5 years starting from windward side of the active mining area. The development of greenbelt shall be governed as per the EC granted by the Ministry irrespective of the stipulation made in approved mine plan.

9.

S. No	EC Conditions
9.1	The Project Proponent shall carryout plantation/ afforestation in backfilled and reclaimed area of mining lease, around water body, along the roadsides, in community areas etc. by planting the native species in consultation with the State Forest Department/ Agriculture Department/ Rural development department/ Tribal Welfare Department/ Gram Panchayat such that only those species be selected which are of use to the local people. The CPCB guidelines in this respect shall also be adhered. The density of the trees should be around 2500 saplings per Hectare. Adequate budgetary provision shall be made for protection and care of trees.
9.2	The Project Proponent shall make necessary alternative arrangements for livestock feed by developing grazing land with a view to compensate those areas which are coming within the mine lease. The development of such grazing land shall be done in consultation with the State

S. No	EC Conditions
	Government. In this regard, Project Proponent should essentially implement the directions of the Hon'ble Supreme Court with regard to acquisition of grazing land. The sparse trees on such grazing ground, which provide mid-day shelter from the scorching sun, should be scrupulously guarded/protected against felling and plantation of such trees should be promoted.

10. Public Hearing And Human Health Issues

S. No	EC Conditions
10.1	Project Proponent shall make provision for the housing for workers/labors or shall construct labor camps within/outside (company owned land) with necessary basic infrastructure/ facilities like fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, crèche for kids etc. The housing may be provided in the form of temporary structures which can be removed after the completion of the project related infrastructure. The domestic waste water should be treated with STP in order to avoid contamination of underground water.

11. Corporate Environment Responsibility (Cer)

S. No	EC Conditions
11.1	The Project Proponent shall submit the time- bound action plan to the concerned regional office of the Ministry within 6 months from the date of issuance of environmental clearance for undertaking the activities committed during public consultation by the project proponent and as discussed by the EAC, in terms of the provisions of the MoEF&CC Office Memorandum No.22-65/2017-IA.III dated 30 September, 2020. The action plan shall be implemented within three years of commencement of the project.

12. Miscellaneous

S. No	EC Conditions
12.1	The Project Proponent shall prepare digital map (land use & land cover) of the entire lease area once in five years purpose of monitoring land use pattern and submit a report to concerned Regional Office of the MoEF&CC.
12.2	The Project Authorities should inform to the Regional Office regarding date of financial closures and final approval of the project by the concerned authorities and the date of start of land development work.
12.3	The Project Proponent shall submit six monthly compliance reports on the status of the implementation of the stipulated environmental safeguards to the MOEFCC & its concerned Regional Office, Central Pollution Control Board and State Pollution Control Board.
12.4	A separate 'Environmental Management Cell' with suitable qualified manpower should be set-up under the control of a Senior Executive. The Senior Executive shall directly report to Head of the Organization. Adequate number of qualified Environmental Scientists and Mining Engineers shall be appointed and submit a report to RO, MoEF&CC.

S. No	EC Conditions
12.5	The concerned Regional Office of the MoEF&CC shall randomly monitor compliance of the stipulated conditions. The project authorities should extend full cooperation to the MoEF&CC officer(s) by furnishing the requisite data / information / monitoring reports.
12.6	In pursuant to Ministry's O.M No 22-34/2018-IA.III dated 16.01.2020 to comply with the direction made by Hon'ble Supreme Court on 8.01.2020 in W.P. (Civil) No 114/2014 in the matter Common Cause vs Union of India, the mining lease holder shall after ceasing mining operations, undertake regrassing the mining area and any other area which may have been disturbed due to other mining activities and restore the land to a condition which is fit for growth of fodder, flora, fauna etc.
12.7	The Ministry or any other competent authority may alter/modify the above conditions or stipulate any further condition in the interest of environment protection.
12.8	Concealing factual data failure to comply with any or submission of false/ fabricated data and of the conditions mentioned above may result in withdrawal of this clearance and attract action under the provisions of Environment (Protection) Act, 1986.
12.9	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, 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 Supreme Court of India/High Court and any other Court of Law relating to the subject matter.
12.10	Any appeal against this environmental clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

Additional EC Conditions

N/A

Annexure 2

Details of the Project

S. No.	Particulars	Details	
a.	Details of the Project	Block 1- Bicholim Mineral Block for Iron Ore	
b.	Latitude and Longitude of the project site	15.5723661773,73.9013208291 15.615004877,73.9525140757	
c.	Land Requirement (in Ha) of the project or activity	Nature of Land involved	Area in Ha
		Non-Forest Land (A)	0

S. No.	Particulars	Details	
		Nature of Land involved	Area in Ha
		Forest Land (B)	0
		Total Land (A+B)	478.5206
d.	Date of Public Consultation	Public consultation for the project was held on	
e.	Rehabilitation and Resettlement (R&R) involvement	NO	
f.	Project Cost (in lacs)	25000	
g.	EMP Cost (in lacs)	72	
h.	Employment Details		

Details of Minerals Products & By-products

Name of the Mineral to be mined	Classification of mineral [Major/Minor]	Production capacity in MTPA	Remarks
Iron Ore	Major	3.0	

The details of the project

The details of the project as ascertained from the document submitted by the Project Proponent and revealed from the discussions held during the meeting are given as under: -

- i. The proposed project activity is listed at schedule no. 1(a) Mining of Minerals and falls under Category "A" as the mining lease area is greater than 250ha and appraised at the Central level.
- ii. The mine lease area is located between Latitude: 15°34'20.518"N to 15°36'54.018"N and Longitude: 73°54'4.754"E to 73°57'09.51"E. The mine lease area falls under the Survey of India Toposheet No: D43B14 and falls in Seismic Zone-II.
- iii. The proposal was earlier considered in the 20th EAC (Non Coal Mining) meeting held during 21-22 September, 2023 wherein the EAC deferred the proposal for want of requisite information and site visit report of the subcommittee. Accordingly, site visit was carried out during 29-31 October, 2023 and then the Project Proponent submitted the information along with compliance of site visit report on 04.12.2023 in Parivesh portal and hence the proposal was considered in the 24th EAC (Non-Coal Mining) meeting held during 26-28 December, 2023.

Based on observation of EAC in its meeting held during 21-22 September, 2023 and observations of sub-committee during site visit (29-31 October, 2023), the project proponent provided the following compliances:-

S . N o	Observation of subcommittee during site visit held during 29-31 October, 2023	Reply by Project Proponent
1	The Project Proponent needs to submit the techno economic feasibility report for laying Over Land Belt Conveyor (OLBC) from the mine lease area to Sarmanas Jetty.	The Project Proponent submitted that transportation route from mine site to jetty currently covers a total distance of 5.48 kms (4.54 dedicated road and 0.94 km MDR-20 Public Road). Based on the present capacity of the tippers, 1205 trips are required per day and the present road network is adequate for the purpose with widening and strengthening of some patches. The preliminary Techno-Economic feasibility study has been undertaken and prima facie it does not look feasible to switchover to OLBC system considering the terrain of the likely route having mounds and low-lying areas, vegetation/forest patches and its likely degradation, accessibility, environmental impacts and safety issues, technologies available, cost of the system, implementation period via-a-vis remaining reserves in the mining lease.

		<p>The Project Proponent also submitted the preliminary Techno-Economic feasibility issues for laying Over Land Belt Conveyor (OLBC) from the mine lease area to the Sarmanas Jetty along with cost and timeline comparison for conveyor system and dedicated road.</p>
2	<p>The subcommittee asked the Project Proponent to submit the ecology restoration plan for mined out pits for using as Water reservoir/Pisci culture.</p>	<p>The Project Proponent submitted that the Ecology Restoration or Mine Reclamation activities at Block I Bicholim Mineral block will be carried out concurrently with mining operations. The company has in-house experienced team having experience of mine land reclamation. The company also proposes to collaborate and take support of various reputed institutes and consultancy firms in ecology restoration of the area more importantly the local stake holders will be consulted in the process of ecology restoration.</p> <p>The Project Proponent also submitted that at conceptual stage, 20 ha area will be converted into water reservoir & 293.5 ha will be converted into backfilled area. Backfilled area will be reclaimed & rehabilitated by the plantation. At conceptual stage around 105 ha (21.94% of the total project area) of land will be brought under plantation. The plantation will comprise of saplings of native species which are generally grown in the state of Goa. The plantation would be a mix of various forest and fruit tree species and technical advice would be taken from state forest and agriculture departments. The saplings will be procured from various nurseries like forest department nursery, nurseries developed by locals and also from companies in-house root trainer nursery.</p> <p>Further, the Project Proponent submitted that the Block-I Bicholim Mineral Block is already having a 7.5m wide green belt all along the mine block boundary except the areas where the mine block shares a common boundary with adjoining mine block. A 50m green belt exists towards the habitation within the lease and the same would be further strengthened and maintained. A dedicated 200m green belt would be developed and maintained towards the Idgah area. A density of 2500 saplings per ha will be maintained. Extensive plantation would also be done along the sides of connecting roads.</p> <p>The waste dump slopes will be covered with laterite material and then with biodegradable geotextile mats which will prevent soil erosion of the dump slopes and thus will facilitate the growth of native species. Grass seeds will be sprinkled on the dump slopes so that the same germinate during rains. The top of dump areas / levelled areas will be properly planned and developed in to theme based gardens which can be a attraction for school students, tourist etc.</p>

		Some of the mined-out pits will partially backfilled and retained as water bodies. For instance, 1 Top pit and 5 Bottom pits will be finalized by end of first mine plan period and will be taken up for ecology restoration initiatives. The company will collaborate with state fisheries department to develop Pisciculture in the water body developed in the mine pits. Local youth will be provided training through the fisheries department so that they manage and maintain the Pisciculture project.
3	The subcommittee noted that the transfer of material from one pit to other working pit will lead to transportation issues. The subcommittee asked the Project Proponent to identify the shortest lead distance and also to explore the possibility of concurrent backfilling. The Project Proponent also needs to submit the sequential stage wise mining in top and bottom working pits and their backfilling plan.	<p>The Project Proponent submitted that as suggested by the Hon'ble Committee detailed study of mineral transportation from one pit to another pit including sequential mining has been carried out. The company has explored the possibility of concurrent backfilling and it will be possible only from 5th to 10th year.</p> <p>The Project Proponent submitted the google image showing the existing available pits for backfilling and proposed pits for backfilling. The Project Proponent also submitted the details of existing pits, area, depth and volume for backfilling and also the proposed working pits, area, depth and volume available for backfilling. Further, the Project Proponent submitted the year wise sequential mining & backfilling plan.</p>
4	The Project Proponent needs to submit the action plan for strengthen the settling pond with proper	The Project Proponent submitted that at conceptual stage, total 12 no.s of settling ponds will be developed and these will be strengthened by the stone pitching. About 6 numbers of earlier mined out abandoned pits and 12 nos of interlinked siltation ponds have been identified for collecting surface run off from respective catchment sub basins. The Project Proponent also submitted the map showing the settling ponds and drainage network and design of settling ponds.

	<p>stone pitching in line with the design of settling pond considering the annual rainfall, flow rate, catchment area and its discharge. The action plan for monitoring the water level and water quality before discharge needs to be submitted.</p>	<p>The Project Proponent submitted that a total of 5.49 Million CuM of void volume is available for surface run-off holding in six pits having a cumulative area of 58.11 Ha which have a total catchment area of 160 Ha. During entire mine life water holding capacity of 5.49 or more than 5.49 Million CuM will be available at any time. Further, a total 12 nos of settling ponds have been earmarked within and outside the ML Area for collecting surface run off. A total of 0.38 Million M3 of void volume is available for surface run-off holding in 12 nos settling ponds having a cumulative area of 8.84 Ha. Considering five fillings in a year, the gross volumes of settling ponds will be 1.90 Million M3.</p> <p>Further, the Project Proponent submitted that entire monsoon runoff is channelized into mine pits and supernatant water flows into series of settling ponds through drains. The clear water is allowed to naturally overflow by Header arrangements or through check dams. In case required, Lime or combination of Lime and flocculent is used in the mine pit or settling pond so that the particles settle, and clear water is discharged. The discharge water is monitored regularly so that water quality meets the prescribed limits. The inhouse Environment management cell will undertake the regular monitoring and analysis of discharge water through Environment laboratory recognized by MoEF&CC. The monitoring reports will be submitted to Goa State Pollution Control Board on monthly basis and MoEF&CC Regional office on six monthly basis.</p> <p>Surface water samples shall be collected at 8 locations which include all the mine discharge points and upstream and downstream of Bicholim and Asnora river. Samples shall be collected once a month. The parameters listed in IS: 2296 shall be monitored. During monsoon season, in addition to the monthly monitoring, all the discharge points will be regularly monitored (on all the rainy days) and the TSS levels will be checked.</p>
5	<p>The design of garland drain around the waste dumps to divert the water to settling ponds and the measures to be taken to arrest the suspended solids needs to be submitted.</p>	<p>The Project Proponent submitted that the dimensions of the drains will be maintained with width of 2m and 1.5 m in depth everywhere in the mine. A proper height will be maintained on the sides of the garland drain so that water does not get overflowed from the drains. The available garland drains are 11313 m in length which covers all the dumps within the mine lease area. The same will be strengthened and maintained before the onset of monsoon. The daily average surface run-off is estimated as 14003 m³. The garland drains have the capacity to accommodate instant volume of 33939 m³ as per above dimensions. Therefore, garland drains capacity is more than sufficient to take care of average daily surface run off during raining period. Additional drains are proposed to take</p>

	<p>The measures to be taken for preventing the soil erosion on slope of waste dumps needs to be submitted.</p>	<p>care of peak run off during the plan period. Therefore, water management structures comprising of drains, settling ponds and mined out pits are available as well as planned to address the catchment area run-off for conceptual period.</p> <p>The Project Proponent also submitted the measures to be taken to arrest the suspended solids and for preventing the soil erosion on slopes of waste dumps for preventing the soil erosion on slope of waste dumps which are as follows:</p> <ol style="list-style-type: none"> i. Inward slope will be provided to all the dump benches so that the water doesn't flow over the slope and erodes the dump slope surface ii. Covering the finalised dump slope with lateritic material and then covering with coir geotextiles iii. Use of ERW pipes between benches to channelise the surface runoff water and diverting to settling ponds. iv. Boulder walls 1.5m ht and 2m wide will be provided at the toe of the dump to arrest the flow of silt. v. Garland drains around the dump is constructed 1m bottom width, 2m top width and 1m deep with a length of 6100 m to divert water to settling pond for arresting the suspended solids. vi. Use of Stylo grass seeds and Glyricidia cuttings at the onset of monsoon to create green cover on the dump slopes. vii. Annual Plantation of native species on waste dump. viii. Safety green belt /barrier of 50 mts shall be maintained near the Assonora river from the mine pit. ix. Annual de-siltation of the settling ponds, drains. x. Use of lime and flocculants in case required so as to settle the suspended solids in settling pond. 																		
6	<p>The Project Proponent needs to submit the action plan for installing permanent water sprinklers.</p>	<p>The Project Proponent submitted that permanent water sprinklers with 3.40 km length along the haul road within the ML area and 2.80 km length outside the ML area on either side of the road will be installed. Sprinklers will be spaced at 12m distance covering 6m radius at 180 degree. Estimated budget for the installation of the same is Rs. 191.60 Lakhs.</p> <table border="1" data-bbox="512 1554 1385 1783"> <thead> <tr> <th>S. No</th> <th>Description</th> <th>Cost (Rs. In Lakh)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Civil Works</td> <td>20.0</td> </tr> <tr> <td>2</td> <td>Pump & Sprinkler System</td> <td>88.0</td> </tr> <tr> <td>3</td> <td>Pipeline</td> <td>75.60</td> </tr> <tr> <td>4</td> <td>Electrical Works</td> <td>8.0</td> </tr> <tr> <td colspan="2" style="text-align: center;">Total</td> <td>191.60</td> </tr> </tbody> </table> <p>The Project Proponent also submitted the map showing the layout of proposed water sprinklers within mine lease area and along dedicated road.</p>	S. No	Description	Cost (Rs. In Lakh)	1	Civil Works	20.0	2	Pump & Sprinkler System	88.0	3	Pipeline	75.60	4	Electrical Works	8.0	Total		191.60
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7	<p>The Project Proponent needs to</p>	<p>The Project Proponent submitted that Crushing & screening units will be modified within 4 months after obtaining the Clearances. Budget proposed for the same is Rs. 6.97</p>																		

	<p>submit the action plan and timeline to modify the crushing and screening units. The Project Proponent also needs to submit the material flow sheet and material balance.</p>	<p>Crore.The Project Proponent also submitted the flow Sheet of Crushing & Screening Unit.</p>
8	<p>The Project Proponent needs to submit the action plan for developing their own nursery by mentioning the details of the area to be covered, species to be planted and budget proposed. Most of the standing vegetation in the lease area constitutes of Acacia auriculiformis and Casuarina equisetifolia and it is further invading the open areas through natural regeneration. The invasion may be checked through planting native</p>	<p>The Project Proponent submitted that it is proposed to develop nursery adjacent to the mineral block (Survey no 72/4 in Bicholim Village). Around 1100 sq.m of area will be utilized for the nursery. A budget of Rs. 5 lakh is kept for the same.The nursery will comprise of following:</p> <ol style="list-style-type: none"> i. A poly house/ nursery shed will be developed where in a root trainer nursery will be established. ii. Production area wherein various jobs like filling of root trainers/polybags will be undertaken store room wherein the nursery equipment's will be stored iii. Only native / local species of various horticultural and forest species will be grown in inhouse nursery or sourced from forest department nursery for planting in the finalised areas within the Mineral block. iv. Necessary technical support will be taken from state forest department. Company also carries out collaborative mine reclamation projects in association with research institutes like NEERI, Goa university etc. v. Horticultural species like Mango, Cashew, Ber, Aonla, Jambul, Tamarind, Jackfruit, citrus species, etc will be grown vi. Forest species like various Terminalia tomentosa, Terminalia bellerica, Bauhinia species, Teak, Cassia fistula, Arjun, Assan, lagerstromia species, Shiwan, Ficus species, Pongamiapinnata, Reetha, Rain tree, Pangara, Peltoforum, Palas, Saton, Mahagony, bamboo species etc. <p>The Project Proponent also submitted that during plan period an area of 9.7288 ha (24,322 no. of plants) will be developed under 7.5m safety zone, Buffer towards habitation, archaeological site, & river and an area of 9.4435 ha (23,609 no. of plants) will be developed on backfilled area. A budget of Rs 28.83 Lakhs has been earmarked towards the same.</p>

	species in the region.																																											
9	<p>The Project Proponent needs to ensure that whether any other Schedule-I species has been added as per latest Wildlife (Protection) Amendment Act 2022 or not. Accordingly, the Project Proponent shall submit the revised authenticated Schedule-I species. The Project Proponent also needs to submit the breakup of the conservation activities proposed under Wildlife Conservation Plan.</p>	<p>The Project Proponent submitted that the authenticated list of Schedule I Species as per Indian Wildlife Protection Act 1972 as amended Gazette Notification of Wildlife (Protection) Amendment Act, 2022 has been obtained from the Dy. Conservator of Forests Wildlife & Eco-Tourism (North), Panji-Goa vide letter no. 1-576-WL&ET(N)/2023-2024/3312, dated 27.11.2023. According to this authenticated list, 29 Schedule I Species have been recorded within 10 km study area.</p> <p>As suggested by the Hon'ble EAC the company revised the break-up of conservation activities proposed under Wildlife Conservation Plan and same will be finalized after discussion with the Forest Dept. The break-up of the conservation activities proposed under Wildlife Conservation Plan are as follows:-</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 8%;">S.No</th> <th style="width: 42%;">Particulars</th> <th style="width: 8%;">1st year</th> <th style="width: 8%;">2nd year</th> <th style="width: 8%;">3rd year</th> <th style="width: 8%;">4th year</th> <th style="width: 8%;">5th year</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Enrichment of forest areas with suitable indigenous species for wild life habitat improvement</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td>Creation/ maintenance of habitat for herbivores/ avian fauna</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td>Management interventions for facilitating water availability to the wild life in forest areas/ Improvement of soil and water regime of forest areas</td> <td style="text-align: center;">12</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Financial support to the department for conducting awareness campaigns for various stakeholders</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">5</td> <td>Financial support to the department for celebrating events like Wildlife week</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S.No	Particulars	1 st year	2 nd year	3 rd year	4 th year	5 th year	1	Enrichment of forest areas with suitable indigenous species for wild life habitat improvement						2	Creation/ maintenance of habitat for herbivores/ avian fauna						3	Management interventions for facilitating water availability to the wild life in forest areas/ Improvement of soil and water regime of forest areas	12	12	12	12	12	4	Financial support to the department for conducting awareness campaigns for various stakeholders						5	Financial support to the department for celebrating events like Wildlife week					
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10	<p>The Project Proponent needs to submit the map demarcating the surface features in the mine lease area and their safety distances left/maintained as per mines acts and rules.</p>	<p>The Project Proponent submitted the map demarcating the surface features in the mine lease area. The Project Proponent also submitted the safety distances left/maintained as per mines acts and rules as given below in table:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S.No</th> <th style="width: 30%;">Features inside lease</th> <th style="width: 20%;">Distance from Ultimate Pit Limit (UPL)</th> <th style="width: 40%;">Statutory Distances as per MMR</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>ManasbagMulgao village</td> <td style="text-align: center;">120 m</td> <td rowspan="3" style="text-align: center;">45 m</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Mulgao village</td> <td style="text-align: center;">58 m</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Lamgao village</td> <td style="text-align: center;">56 m</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Manaswada Govt. School within habitation</td> <td style="text-align: center;">138 m (12 Students)</td> <td rowspan="2" style="text-align: center;">45 m</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Gaonkarwada Govt. School within habitation</td> <td style="text-align: center;">190 m (not functional)</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Old Lairai Temple</td> <td style="text-align: center;">126m (From 5 Bottom Backfilling site)</td> <td rowspan="6" style="text-align: center;">45 m</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Mahadev&Sateri Temple</td> <td style="text-align: center;">280 m</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Kelbai Temple</td> <td style="text-align: center;">205 m</td> </tr> <tr> <td style="text-align: center;">9</td> <td>Sateri Temple</td> <td style="text-align: center;">130 m</td> </tr> <tr> <td style="text-align: center;">10</td> <td>Matrai Temple</td> <td style="text-align: center;">150 m</td> </tr> <tr> <td style="text-align: center;">11</td> <td>Nimuzgah</td> <td style="text-align: center;">210 m</td> </tr> <tr> <td style="text-align: center;">12</td> <td>Lamgao Caves</td> <td style="text-align: center;">300 m</td> <td style="text-align: center;">45 m</td> </tr> </tbody> </table>						S.No	Features inside lease	Distance from Ultimate Pit Limit (UPL)	Statutory Distances as per MMR	1	ManasbagMulgao village	120 m	45 m	2	Mulgao village	58 m	3	Lamgao village	56 m	4	Manaswada Govt. School within habitation	138 m (12 Students)	45 m	5	Gaonkarwada Govt. School within habitation	190 m (not functional)	6	Old Lairai Temple	126m (From 5 Bottom Backfilling site)	45 m	7	Mahadev&Sateri Temple	280 m	8	Kelbai Temple	205 m	9	Sateri Temple	130 m	10	Matrai Temple	150 m	11	Nimuzgah	210 m	12	Lamgao Caves	300 m	45 m
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11	<p>The Project Proponent needs to provide proper treatment of channels and nallas flowing in the lease area for soil and water conservation. Scientifically designed and placed check dams and other engineering</p>	<p>The Project Proponent submitted that Silt load study was carried out through Center for Advance studies department of geology, University of Delhi and it was concluded that, all the structures made for the settling of sediments are found to be more than sufficient to accommodate sediments even during peak rainfall. The Project Proponent submitted that the</p> <ol style="list-style-type: none"> a) Total length of the Garland drain = 11313 m b) Peak rainfall = 154 mm/day c) Peak runoff in a day = 110590 m³ d) Capacity of garland drain = 33939 m³. <p>The garland drains are made such that from upstream to the downstream where the drains are meeting the settling ponds will show decrease in elevation, to maintain a free-flowing gradient of rainfall runoff. The dimension of the drains is maintained to be 2m in width and 1.5m in depth at everywhere in the mine site. A proper height has been maintained on the</p>																																																	

	<p>structures at different places can help control the erosion and loss of productive soil. Necessary study from competent institution/individuals may be done for this purpose.</p>	<p>sides of the garland drain so that water don't get over-flooded from the drain.</p>																																																															
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<p>2</p>	<p>The Project Proponent needs to revisit the plan for backfilling with clearly indicating the voids area and the capacity available/required for backfilling.</p>	<p>The Project Proponent submitted that 5 numbers of earlier mined out pits have been identified for backfilling purpose to accommodate waste to be generated in future besides additional pits to be made available progressively with mining till conceptual period. The physical details of available pits to be converted into backfilled areas are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Mine pit location/ ID</th> <th style="text-align: center;">Total area of pit (ha)</th> <th style="text-align: center;">Area Available for Backfilling (Ha)</th> <th style="text-align: center;">Depth (m)</th> <th style="text-align: center;">Top RL (m)</th> <th style="text-align: center;">Bottom RL (m)</th> <th style="text-align: center;">Vol (m³)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1 Top</td> <td style="text-align: center;">22.4367</td> <td style="text-align: center;">20.9942</td> <td style="text-align: center;">99</td> <td style="text-align: center;">62</td> <td style="text-align: center;">-37</td> <td style="text-align: center;">19356183</td> </tr> <tr> <td style="text-align: center;">2 Top</td> <td style="text-align: center;">13.0803</td> <td style="text-align: center;">9.9465</td> <td style="text-align: center;">60</td> <td style="text-align: center;">60</td> <td style="text-align: center;">0</td> <td style="text-align: center;">2968920</td> </tr> <tr> <td style="text-align: center;">3 Top</td> <td style="text-align: center;">16.0596</td> <td style="text-align: center;">13.1650</td> <td style="text-align: center;">70</td> <td style="text-align: center;">110</td> <td style="text-align: center;">40</td> <td style="text-align: center;">2240000</td> </tr> <tr> <td style="text-align: center;">¾ Bottom</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">109</td> <td style="text-align: center;">102</td> <td style="text-align: center;">-7</td> <td style="text-align: center;">-</td> </tr> <tr> <td style="text-align: center;">5 Top</td> <td style="text-align: center;">37.0242</td> <td style="text-align: center;">35.7242</td> <td style="text-align: center;">78</td> <td style="text-align: center;">98</td> <td style="text-align: center;">50</td> <td style="text-align: center;">14213124</td> </tr> <tr> <td style="text-align: center;">5 Top CB</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">77</td> <td style="text-align: center;">124</td> <td style="text-align: center;">47</td> <td style="text-align: center;">-</td> </tr> <tr> <td style="text-align: center;">5 Bottom</td> <td style="text-align: center;">15.4196</td> <td style="text-align: center;">12.0840</td> <td style="text-align: center;">92</td> <td style="text-align: center;">87</td> <td style="text-align: center;">-5</td> <td style="text-align: center;">7035240</td> </tr> <tr> <td style="text-align: center;">Total</td> <td style="text-align: center;">104.0204</td> <td style="text-align: center;">91.9139</td> <td></td> <td></td> <td></td> <td style="text-align: center;">45813467</td> </tr> </tbody> </table>	Mine pit location/ ID	Total area of pit (ha)	Area Available for Backfilling (Ha)	Depth (m)	Top RL (m)	Bottom RL (m)	Vol (m ³)	1 Top	22.4367	20.9942	99	62	-37	19356183	2 Top	13.0803	9.9465	60	60	0	2968920	3 Top	16.0596	13.1650	70	110	40	2240000	¾ Bottom	-	-	109	102	-7	-	5 Top	37.0242	35.7242	78	98	50	14213124	5 Top CB	-	-	77	124	47	-	5 Bottom	15.4196	12.0840	92	87	-5	7035240	Total	104.0204	91.9139				45813467
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Further, the details of pits to be made available progressively with mining till conceptual period and converted into backfilled areas are as follows:							
Mine pit location/ ID	Total area of pit (ha)	Area Available for Backfilling (Ha)	Depth (m)	Top RL (m)	Bottom RL (m)	Vol (m ³)	Void availability for backfilling
2 Top	43.1944	39.2331	116	91	-25	10518996	5 th year
¾ Bottom	39.4606	34.6140	169	102	-67	15412643	End of 3 rd year
2 Top	68.52	65.6420	113	103	-10	47912000	6 th to 10 th year
3 Top/2 Top combined	38.2545	36.6500	118	108	-10	38161200	11 th to 13 th year
4 Top/3 Top Combined	-	-	84	73	-11	-	11 th to 13 th year
5 Top CB Pit	-	-	168	94	-74	-	11 th to 13 th year
Total	189.425	176.1391				112004839	

As shown in the above tables, five numbers of earlier worked out pits will have void volume of 45.81 million m³ and during the Plan & Conceptual period progressive excavation, 112 million m³ of void volume will be available for backfilling. Therefore, a total of 157.98 million M³ of void volume will be available for backfilling in mined out pits having a cumulative area of 268.05 Ha. Additionally, area of 62 Ha will be available as voids including 22 ha of water reservoir for storing rain water.

The Project Proponent also submitted that the Conceptual waste generation shall be 124.9 million Cum which will have a swelled volume of 149.90 million CuM (say 150 million CuM). The 0.2 million CuM of swelled waste will be dumped over top of backfilled pits as surface dumps. Sufficient space is

		<p>available to accommodate waste generated during life of mine considering swell factor of 1.2. Annual waste generation is in range of 4.35 to 12.58 million cum per year with an average of 9.61 million cum per year considering life of the mine as 13 years based on the presently available mineable reserves. Life of the mine may reach upto 30 years if entire resources are converted to reserves by removing all encumbrances.</p>														
3	<p>The Project Proponent needs to submit the design of settling ponds by considering the annual rainfall, catchment area and its discharge.</p>	<p>The Project Proponent submitted that at conceptual stage, total 12 no.s of settling ponds will be developed and these will be strengthened by the stone pitching. About 6 numbers of earlier mined out abandoned pits and 12 nos of interlinked siltation ponds have been identified for collecting surface run off from respective catchment sub basins. The Project Proponent also submitted the map showing the settling ponds and drainage network and design of settling ponds.</p> <p>The Project Proponent submitted that a total of 5.49 Million CuM of void volume is available for surface run-off holding in six pits having a cumulative area of 58.11 Ha which have a total catchment area of 160 Ha. During entire mine life water holding capacity of 5.49 or more than 5.49 Million CuM will be available at any time. Further, a total 12 nos of settling ponds have been earmarked within and outside the ML Area for collecting surface run off. A total of 0.38 Million M3 of void volume is available for surface run-off holding in 12 nos settling ponds having a cumulative area of 8.84 Ha. Considering five fillings in a year, the gross volumes of settling ponds will be 1.90 Million M3.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="width: 60%;">Particulars</th> <th style="width: 40%;">Details</th> </tr> </thead> <tbody> <tr> <td>Catchment area of pits</td> <td>160 ha</td> </tr> <tr> <td>Rainfall received</td> <td>160 ha x 3500 mm = 5.6 Million CuM</td> </tr> <tr> <td>Effective surface runoff to be accumulated in voids</td> <td>5.6 x 0.7 = 3.92 Million CuM</td> </tr> <tr> <td>Pits water holding capacity</td> <td>5.49 Million CuM</td> </tr> <tr> <td>Gross settling ponds capacity</td> <td>1.90 Million CuM</td> </tr> <tr> <td>Total water holding capacity of mined pits and settling ponds</td> <td>7.39 Million CuM</td> </tr> </tbody> </table> <p>Further, the Project Proponent submitted that since total water holding capacity in pits and settling ponds (7.39 Million CuM) is more than rainfall and surface runoff volume from catchment (3.92 Million CuM), there is sufficient space for effective surface runoff management in during extreme precipitation times. The dimensions of the drains to be maintained will be 2m in width and 1.5 m in depth everywhere in the mine. A proper height will be maintained on the sides of the garland drain so that water does not get over-flooded from the drains. The available garland drains are 11313 m in length and daily average surface run-off is estimated as 14003 m3. The</p>	Particulars	Details	Catchment area of pits	160 ha	Rainfall received	160 ha x 3500 mm = 5.6 Million CuM	Effective surface runoff to be accumulated in voids	5.6 x 0.7 = 3.92 Million CuM	Pits water holding capacity	5.49 Million CuM	Gross settling ponds capacity	1.90 Million CuM	Total water holding capacity of mined pits and settling ponds	7.39 Million CuM
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		<p>garland drains have capacity to accommodate instant volume of 33939 m³ as per above dimensions. Therefore, garland drains capacity is more than sufficient to take care of average daily surface run off during raining period. Additional drains are proposed to take care of peak run off during the plan period. Therefore, water management structures comprising of drains, settling ponds and mined out pits are available as well as planned to address the catchment area run-off for conceptual period. The overflow discharge water will be regularly monitored so that quality of water is maintained as per the prescribed standards and always clear water from ponds / pits meet the natural system. In case required, water treatment would be done in the pits by using lime and flocculants or other organic chemicals.</p>																											
4	<p>The Project Proponent needs to bypass the public road and also to explore the possibility of increasing the capacity of the truck so as to reduce the no. of trips. The EAC opined that the Project Proponent needs to revisit the traffic load by considering the cycle time and waiting time. The Project Proponent needs to submit the action plan for strengthening the road and for converting the unpaved road into concrete road.</p>	<p>The Project Proponent submitted the map showing the transportation route comprising of dedicated road corridor and public road. The total travel distance upto Jetty is 5.48 kms (4.54 km dedicated road and 0.94 km MDR-20 Public Road). Traffic load and effective distance between two trucks are as follows:-</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="width: 10%;">S.No</th> <th style="width: 15%;">Transportation working days</th> <th style="width: 15%;">Quantity (In TPA)</th> <th style="width: 10%;">Tonnes / Day</th> <th style="width: 10%;">Trips per day</th> <th style="width: 10%;">Mode of transport</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">237</td> <td style="text-align: center;">30,00,000</td> <td style="text-align: center;">12658</td> <td style="text-align: center;">1205</td> <td style="text-align: center;">Road</td> </tr> <tr> <td colspan="4" style="text-align: center;">Total Trips per day</td> <td style="text-align: center;">1205</td> <td></td> </tr> </tbody> </table> <p>The Road width details for various segments are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th colspan="2" style="width: 60%;">Dedicated Road corridor</th> <th style="width: 40%;">Public Road</th> </tr> </thead> <tbody> <tr> <td style="width: 30%; text-align: center;">3.31 km</td> <td style="width: 30%; text-align: center;">1.23 km</td> <td style="text-align: center;">0.94 km</td> </tr> <tr> <td style="text-align: center;">12-15 mts wide Road</td> <td style="text-align: center;">7 mts wide Road</td> <td style="text-align: center;">7 mts wide Road</td> </tr> </tbody> </table> <p>Further, the Project Proponent submitted the following details:-</p> <ol style="list-style-type: none"> i. Capacity of truck is 10.5 tons as per directives of Deptt. of Mines & Geology, Goa ii. Total Handling per day is 12658 tons /day iii. Transportation timings are 6.00 am to 7.00 am, 8:00 am to 12.45 pm and 2:00 pm to 5.45 pm. Therefore, the effective transportation time is 9.30 hrs. iv. Per Hour Handling is: 1332 tons/hour v. No. of Vehicles per Hour (One way): 127 vehicles vi. No. of Vehicles per Hour (to and fro): 254 vehicles vii. The Speed of vehicle is 25 KMPH and the lead distance is 5.48 kms viii. The time taken for 5.48 km is 13.15 mins for each truck and loading time is 1min, weighment time at both source location is 2 min, Tarpaulin tying and untying 	S.No	Transportation working days	Quantity (In TPA)	Tonnes / Day	Trips per day	Mode of transport	1	237	30,00,000	12658	1205	Road	Total Trips per day				1205		Dedicated Road corridor		Public Road	3.31 km	1.23 km	0.94 km	12-15 mts wide Road	7 mts wide Road	7 mts wide Road
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3.31 km	1.23 km	0.94 km																											
12-15 mts wide Road	7 mts wide Road	7 mts wide Road																											

		<p>time is 2 min, unloading time 1 min and waiting time 10 min.</p> <p>ix. Each truck length is 15'. 5" (4.58 m)</p> <p>x. Distance from truck to truck is 5 m both side = 10 m</p> <p>xi. Each vehicle occupies a min. distance of 14.58 m = ~ 15 m</p> <p>xii. The length of road is 5.48 Km = 5480 m</p> <p>xiii. No. of vehicle which can travel on this road for one side= 5480 /15 = 365, However we would be plying only 127 trucks hence effective distance between two vehicles is 43 m.</p> <p>The Project Proponent submitted the following mitigation measures for transportation:-</p> <ol style="list-style-type: none"> i. Public road is hot mixed and same will be maintained. ii. Dedicated road is proposed to be hot mixed in phased manner. iii. Entire Dedicated transportation route is surrounded by thick Green Belt iv. Transportation vehicles shall be properly maintained to minimize the exhaust emission. v. Regular tests shall be carried out to check exhaust emission and PUC certification of transportation vehicles at prescribed interval. vi. Transportation trucks will be loaded with prescribed capacity and covered with tarpaulin before leaving mines premises. vii. Overloading of the material will be avoided. viii. Regular monitoring of the emission levels. ix. Over speeding of Vehicle will not be allowed. x. Traffic Marshals shall be provided for regulating movement of vehicles as well as for safety of persons. xi. Training will be given to all drivers about safe driving. xii. Regular water sprinkling by means five hired water tanker of 10KL capacity on haul road and Loading points will be carried out xiii. Used of fixed dust suppression system on haul roads xiv. Installation of two wheel washed system (one each at the exit of the dedicated road and jetty exit respectively xv. Manual and mechanised machines for road sweeping xvi. Washing of mine exit points/Junctions (Mayem, Pilgao and Jetty exit area) after transportation hours/at night with water tanker having pipe arrangements xvii. Underpass proposed at Mayem junction to prevent interface with public. <p>The Project Proponent submitted that the regular mining in the state of Goa stopped since 2012 (it started for brief period in 2018 and again stopped). The truck owners who have already invested in the 10.5 T trucks are severely affected due to the</p>
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		<p>stoppage of mining activity and are against procurement of new / high-capacity trucks, till their losses are covered. The company has already conducted series of meetings with the truck owner's associations for the higher capacity trucks and the truck owners are not agreeing to any changes in short term of 5 years. However, the engagement with the truck owners for higher capacity truck will continue. Company will also engage with all stake holders to explore the feasibility for installing conveyor belt system for transportation in near future, if permitted.</p> <p>The public road which is used for transportation is only 0.94 km long and the same is a hot mix road and in well maintained condition. The dedicated road of 4.54 km has very thick green belt on both the sides. There is no habitation along the dedicated road. Nearest habitation will be more than 250m from the road. The dedicated road before joining the public road is concreted and provided with the wheel wash system. Dedicated road sweeping machine will also be deployed to maintain the public road clean. The company also undertakes to hotmix the stretch of 4.54 km of dedicated road in a phased manner in three years' time frame. The estimated cost towards hot mixing is worked out as INR 18 crores.</p>
5	<p>Since the mine lease area is sharing the Mayem Forest common boundary, the Project Proponent needs to submit the letter from the State Forest Department regarding the involvement of forest land in the mine lease area.</p>	<p>The Project Proponent submitted the letter from the Office of the Dy. Conservator of Forests, North Goa Division Sensitivity: Public (C4) vide letter no. 5/MINES-GEN/DCFN/TECH/2023-24/56, dated 12.04.2023 stating that the detail of village wise Survey No.s within Block-1 of Bicholim Mineral block was verified and found that the area under the above mentioned Survey Nos is not a Govt. Forest and also does not identified as Private Forest by State Level Expert Committee headed by Sawan/Dr. Karapurkar/V.T. Thomas.</p>
6	<p>The Project Proponent needs to submit a letter from the Department of Geology and Mining, Government of Goa clarifying</p>	<p>The Project Proponent submitted the letter from the Directorate of Mines & Geology vide Lr. No. 03/24/2023/Major/Mines/Part/489 dated 25.07.2023 stating that</p> <ol style="list-style-type: none"> M/s. Vedanta has been declared as Preferred Bidder for Bicholim Mineral Block- Block I through an auction process conducted by the Government of Goa as per the Mineral Auction Rules, 2015. M/s. Vedanta Ltd., was not the erstwhile lessee of the said Block prior to auction.

	<p>whether any illegal mining within the mine lease area has been carried out or not and whether the same has been carried out by M/s. Vedanta Limited or not?</p>	<p>c) The matter of illegal mining in the State of Goa is under investigation by the Special Investigation Team (SIT).</p> <p>The Project Proponent also submitted that the Block-I Bicholim Mineral Block was earlier operated by Sesa Mining Corporation Ltd. (SMCL) formerly known as Dempo Mining Corporation Ltd. Pursuant to Supreme Court Judgment in Goa Foundation order dated 07.02.2018, all the mining leases granted by the State Govt. were cancelled. Thereafter, State Govt. in terms of the said order and as per the provisions of MMDR Act put this block for auction as a fresh lease grant. The e-auction process was conducted in accordance with the Tender Document for said Mineral Block. Vedanta Limited emerged as the highest qualified bidder having submitted the highest final price offer and was declared as the preferred bidder under Rule 9(9) (iii) of auction Rules. Further, upon submission of the first Installment, being 20% of the upfront payment, Government of Goa issued a Letter of Intent (LOI) vide letter no. DMG/25/Auction Cell/LOI-function/2023/2801 dated 13.01.2023 for the grant of a mining lease for Block-I Bicholim Mineral Block in Bicholim, Bordem, Lamgao, Mulgao, Mayem&Sirigao Villages, of Bicholim Taluka, North Goa District, Goa State over an area of 478.5206 Ha over a period of 50 years.</p>
7	<p>The Project Proponent needs to submit the video recording of the public hearing.</p>	<p>The Project Proponent submitted that Goa State Pollution Control Board vide their letter No. 11/15/2023-PCB/Leg/13555 dated 22/09/2023 submitted all the documents related to public hearing including public hearing video to the Member Secretary, EAC (Non Coal Mining).</p>

iv. Details of Terms of Reference (ToR):

Date of application	File. No/ Proposal No	Consideration	Details	Date of accord
16.03.2023	<p>F.No: IA-J-11015/3/2023-IA-II(NCM)</p> <p>IA/GA/MIN/422323/2023</p>	3-4 May, 2023	<p>Terms of Reference (ToR) to M/s Vedanta Limited for mining of Iron Ore in Bicholim Mineral Block – Block 1 (Auction Block) with proposed production capacity of 3.0 MTPA, Waste: 25.162 MTPA (Total Excavation: 28.162 MTPA) along with crushing and screening plant</p>	16.06.2023

			capacity of 4.0 MTPA in the mine lease area of 478.5206 ha, located in Bicholim, Bordem, Lamgao, Mulgoa, Mayem & Sirigao Villages of Bicholim Taluka of North Goa District, Goa	
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v. Details of Mine Lease:

- a) The Project Proponent has submitted the Letter of Intent (LoI) granted by the Government of Goa vide Lr No: DMG/25/Auction Cell/LOI-function/2023/2801 dated 13.01.2023 for grant of mining lease for Block I - Bicholim Mineral Block for Iron Ore in Bicholim, Bordem, Lamgao, Mulgao Mayem & Sirigao villages, Bicholim Taluka, North Goa District over an area of 478.5206 Hectare for a period of 50 (fifty) years in pursuant to Rule 10(2) of the Auction Rules. This letter of intent is valid for a period of 3 (three) years from the date of its issuance.

vi. Land Use/Land Cover of the Mine Lease Area:

Private land	421.1153 Ha
Government land	57.4053 Ha
Total Mining lease area (MLA)	478.5206 Ha
Private land for crusher, workshop & other infrastructure outside the MLA	Not Applicable

vii. Details of Mining Plan:

Review and Mining Plan approved by Indian Bureau of Mines, Goa	Letter No.	No. MCDR-MPC 1 2023-GOA-IBM_RO_GOA
	Date	26.05.2023
	Mine Lease Area	478.5206 Ha
	Mineral	Iron Ore (Major Mineral)
Mining Parameters	Quantitative Description	
Method of Mining	Opencast mechanized mining without Drilling & Blasting	
Drilling/Blasting	Not Applicable	
Total Reserves and Resources	84.73 Million Tonnes	
Proved Mineral Reserve	36.071 Million Tonnes	
Life of mine	30 years	
Bench Height	7 m	

Bench Width	10 m
Individual bench slope	70°
Overall pit slope	<26°
RoM output size	Less than 500 mm
Crushing/Screening	Mobile Dry Crushing and Screening plant shall be available within the proposed mine to handle 4 MTPA of crude ore. The primary crusher will consist of 1 no. of Jaw crusher of capacity 120 TPH with an input feed of -500mm and shall produce output of -70 mm. It shall be followed by secondary crushers, 2 no.s of capacity 300 TPH and 200 TPH respectively. The input feed size shall be -70mm and output feed size obtained shall be -40mm. The Screening Plants of capacity -600TPH shall be installed where input the feed size shall be -70mm to obtain product of -40mm lumps & -10mm fines.
Transportation details	ROM/Iron ore or Screened/crushed material will be transported by 10.5 Tonne trippers from Mine to Sarmanas jetty through a dedicated road. The total distance from the mine to Jetty is 5.58 km of which 0.94 km stretch is public road and remaining 4.64 km is company owned dedicated road.
Dumpers capacity	40 tonne (within mines)
Waste handling and Disposal	During the mining period, the waste generated by mining will be temporarily stacked within the mining lease area as surface dump and backfilled in the exhausted portion of the pits. The total waste to be generated during the plan period is about 69.85 million tonnes. An area of 6.7146 Ha shall be utilized for Dumps and Material stocking at the conceptual stage of mining.

viii. Water requirement:

Total water requirement	664 KLD	Pit Water	628 KLD
		Ground water	36 KLD
Source	Water from Mine Pit will be used for dust suppression, Vehicle washing and Green belt. Water for domestic requirement will be met from bore well.		
Permission	The Bore wells are registered with Goa State Water Resource department. Application for using mine pit water will be submitted.		

ix. Nearest village / town/ highway/railway station / water bodies/monument:

Particulars	Particular's Name	Distance & Directions
Village	Lamgoa	Within the lease area
Town	Bicholim Town	0.5 km, East
Road	State Highway SH-1	0.65 km, East
Railway Station	Tivim Railwaystation	10.5 km, North
Water Bodies	Asnora River	Touching lease boundary at one of the points
	Mayem Lake	0.46 km
	Mandovi River	2.3 km, SW
School	Mulgao Govt. Primary School	Within the lease area
Worship places	Namuzgah/Idgah Shri Lairae Temple	Within the lease area 0.86 km
Caves/Fort	300m buffer from Lamgao caves Khorjuvem Fort: 2 km	

x. Presence of Environmentally Sensitive areas in the study area:

Forest Land/Protected Area/Environmental Sensitivity Zone	Yes/ No	Details of Certificate/letter/Remarks
Forest Land	Yes	Mayem Forest Common Boundary with the mine lease area The following Reserve Forests are located within 10 km radius of the mine lease area such as Kharapal RF -6.7 km Kasarpal RF - 5.1 km Ambadgaon RF - 7.6 km
National park	No	The Project Proponent has submitted the letter from the Office of the Dy. Conservator of Forests vide Lr No: DCF(WP)/Tech/Digi/Vol-I/75/2022-23/ 968 dated 23.01.2023 stating that the proposed Bicholim Mineral Block-I is not situated within 10 km radius from the boundary of any the protected area in the State of Goa. PP also submitted the authenticated map dated 24.01.2023 showing the distance of the following Wildlife Sanctuary from the mine lease area. i. Madei Wild life Sanctury-14.105 km, E ii. Salim Ali Bird Sanctuary -10.553 km, SW iii. Bondla Wild life Sanctuary -20.476 km, SE
Schedule-I species	Yes	The Project Proponent has submitted the letter from the Office of the Dy. Conservator of Forests vide Lr No: 5/FCA/GEN/F&F/DCFN/TECH/2022-23 dated 04.04.2023 with regard to list of Flora and Fauna species present in core and buffer zone.

		The following Schedule-I species are found in the study area such as 1 Common leopard (<i>Felidae</i>) 2 White-bellied Sea-Eagle(<i>Accipitridae</i>) 3 Indian Peafowl (<i>Phasianidae</i>) 4 Crimson rose- Butterfly (<i>Papilionidae</i>)
Status of Wildlife Conservation Plan	Yes	Wild Life Conservation Plan is prepared and submitted for approval of Chief Wildlife Warden (CWLW) on 19.06.2023. PP has submitted the copy of the acknowledgement from Chief Wildlife Warden.

xi. Green belt/plantation details:

Proposed area for green belt/plantation	105.8894 ha
Budget for green plant& plantation till the end of life of mine.	Rs159.0Lakhs
Particulars for Green belt/plantation	Area covered (in Ha)
7.5 m barrier & non-mineralized zone	25 ha
50 m safety zone of nallah, roads, electric lines	
Additional information (if any)	80.8894 ha (on backfilled area)

xii. Details of Baseline data:

Baseline Data (Air / Water / Noise / Soil / Ground water table/ others)			
Period of baseline data collection	March, 2023 to May, 2023		
Season (Summer / Pre-monsoon / Post-monsoon / Winter)	Summer Season		
Ambient Air Quality (no. of locations) and results	No. of Locations	Parameters	Results
	9	PM10	27.0 to 56.0 $\mu\text{g}/\text{m}^3$
		PM2.5	14.0 to 36.0 $\mu\text{g}/\text{m}^3$
		SO2	4.0 to 13.0 $\mu\text{g}/\text{m}^3$
NO2		<4.0 to 18.0 $\mu\text{g}/\text{m}^3$	
Noise level (no. of locations) and results	No. of Locations	Parameters	Results
	09	During Day Time [Leq dB(A)]	43.1 to 61.7
During Night Time [Leq dB(A)]		35.9 to 49.3	

Water Quality (no. of locations) and results	Surface water quality		
	No. of Locations	Parameters	Results
	07	pH	6.35 - 7.39
		TDS (mg/l)	72 - 11240
		Fluoride (mg/l)	<0.1
		Chloride (mg/l)	18 - 5620
		Fe (mg/l)	<0.05
		Dissolved Oxygen (as O ₂), mg/l	6.2 – 6.9
		Biochemical Oxygen Demand (as O ₂), mg/l	<3.0
		Chemical Oxygen Demand (COD) mg/l	22.0 – 26.0
Groundwater Quality			
No. of Locations	Parameters	Results	
10	pH	5.63 – 7.07	
	TDS (mg/l)	20 – 150	
	Fluoride (mg/l)	0.1	
	Chloride (mg/l)	5.0 - 19.0	
Soil Quality (no. of locations) and results	No. of Locations	Parameters	Results
	07	pH	5.38 to 5.78
		Electrical Conductivity (mohs/cm)	0.28 to 0.318
		Nitrogen (kg/ha)	200 to 275
		Phosphorus (kg/ha)	14.3 to 17.8
		Potassium (kg/ha)	230 to 263

xiii. Public Hearing (PH) Details:

Advertisement for PH with date	07.07.2023 Regional: Bhangar Bhui, Heraldo, Lokmat & Free press journal (Mumbai Edition) News papers
Date of PH	11/08/2023
Venue	Narayan Zantye Multipurpose Sports Complex, Sarvan, Bicholim, Goa
Chaired by	District Collector, North Goa
Main issues raised during PH	Pollution, impact on ponds, Support for Education, Health, Agriculture Development & Skill Development, Employment.
Budget proposed for addressing issues raised during PH	Rs 309.3 Lakhs

xiv. Rehabilitation & Resettlement:

R & R details	There is presence of habitation within ML Area at Mulgao and lamgao villages. Safety Buffer of 50m will be maintained from the habitations. No Rehabilitation & Resettlement Plan is proposed during life of mine.
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xv. Court case details:

Court Case	Yes
Additional information (if any)	<p>First Case:</p> <ol style="list-style-type: none"> 1. WP(Civil) 2478 of 2022 (Filing number) before the High Court of Bombay at Goa 2. The said writ petition has been filed against the State Government and seeks to challenge the identification of properties bearing survey no. 90/1(part) and 96/0 as part of the recently auctioned Bicholim mine. The petition alleges violation of Rule 5 &6 of Mineral Evidence Rules and Section 10B of MMDR, Act by the State of Goa and DMG. The petitioner has prayed for quashing of auction notice to the extend it includes the property of the petitioner and grant a writ of mandamus against the Respondents. 3. Case status is pending. 4. No adverse orders have been passed. 5. As per the last order the matter has been disposed of by the HC on 17th July 2023 with a direction to the Petitioner to make a representation before the Government and the Government is to dispose of the same within four months. <p>Second Case:</p> <ol style="list-style-type: none"> 1. WP 592 of 2022 The said writ petition seeks to challenge the constitutionality of the tender documents of Phase I auction of Goa mines. The petition alleges violation of Rule 5 & 6 of Mineral Evidence Rules by the State of Goa and DMG. The petition alleges non-disclosure of essential facts such as bore hole data, approved mining plan, production data of the previous five years and exploration data. The petitioner has prayed for quashing of auction notice to the extend it fails to

	<p>include the essential facts and in the alternative to stay the auction.</p> <ol style="list-style-type: none"> 2. Case status is pending 3. No adverse orders have been passed. 4. As per the last order the matter is listed on 01.09.2023.
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xvi. Affidavit/Undertaking details:

Affidavit as per Ministry's OM dated 30.05.2018	The Project Proponent has submitted the Affidavit in a non-judicial stamp paper of Rs 100 bearing no: A807037 dated 24.04.2023 stating that they will comply to the directions issued by MoEF&CC vide Office Memorandum F.No.3-50/2017.IA.III (Pt) dated 30th May, 2018 in terms of directions given Hon'ble Supreme Court in judgment dated 2nd August 2017 in Writ Petition (Civil) No. 114 of 2014 in the matter of common cause versus Union of India & Ors.
Undertaking of Project Proponent	<p>The Project Proponent has submitted an undertaking stating that the Environmental Impact Assessment Report of Block-1 Bicholim Mineral Block of M/s Vedanta Ltd was prepared by M/s Mineral Engineering Services, QCI/NABET Accredited EIA Consultant at Sr.No. 55 as per list of list of accredited consultant/organizations.</p> <p>The Project Proponent has submitted an undertaking that the information and data provided in the EIA report and submitted to the Ministry are factually correct and they are fully accountable for the same.</p>
Consultant submitted an Undertaking vide letter dated 02.06.2023	This is to declare that the prescribed ToRs have been complied with and that the data submitted are factually correct in respect of EIA & EMP report prepared for Block-1 Bicholim Mineral Block of M/s Vedanta Ltd, Goa.

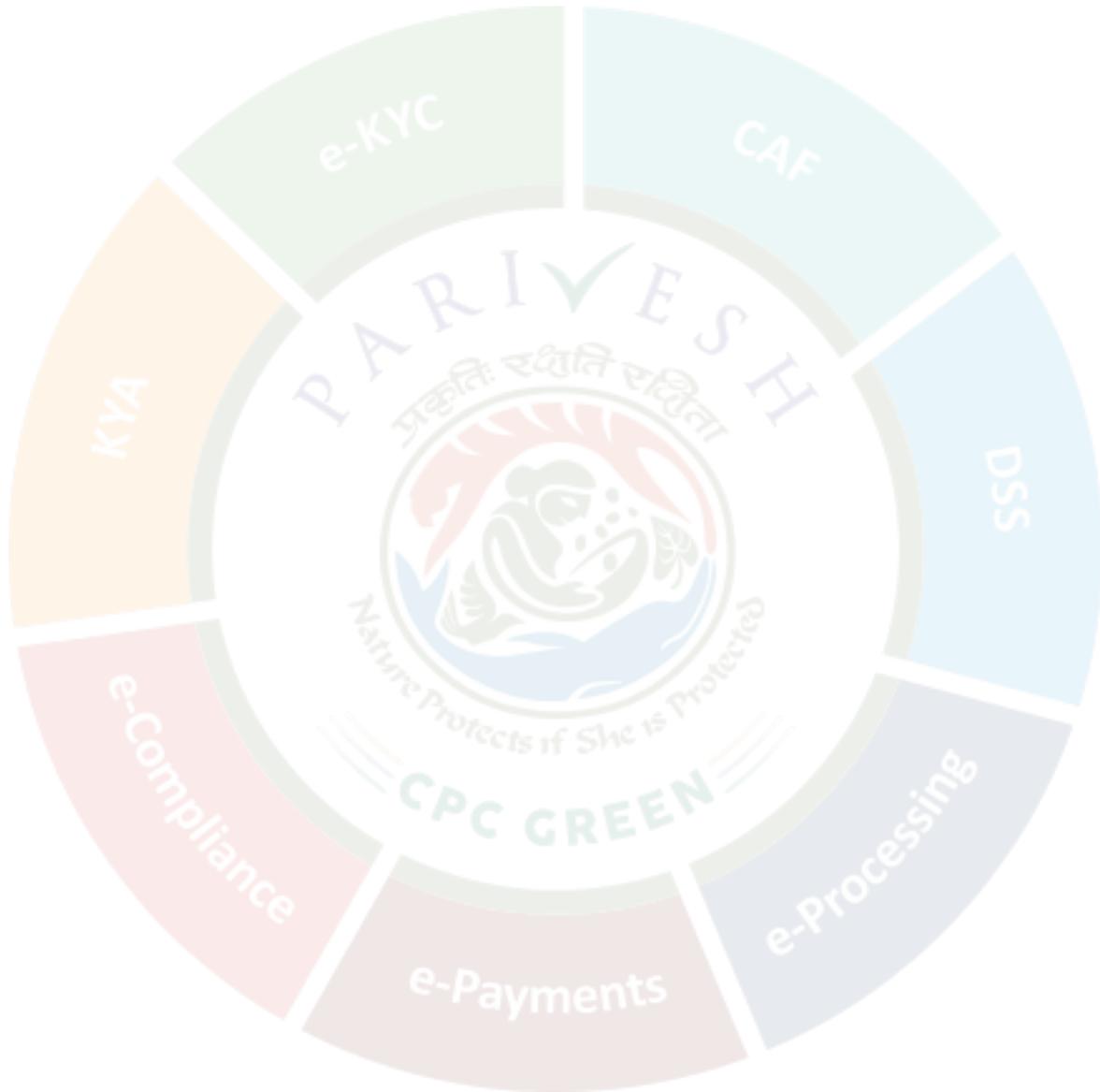
xvii. Details of the Environmental Management Plan (EMP):

Activities	Capital cost (Crores)	Recurring cost (Lakhs/annum)
Plantation	-	7.5
Environment monitoring	44	44
Air pollution control measures	20	300
Water Treatment	-	11
Erosion control /monsoon measures	-	221
Personal protective equipment	-	15
Maintenance of fire protection systems	-	1.5

Environment awareness & training	-	5
Health	8	16
Total	72	621

xviii. Details of project cost and employment:

Particulars	(Rs. In lakhs)
Project Cost	25000 Lakhs
Employment	716 no.s



Signature Not Verified

Digitally Signed by : Mr Pankaj Verma
Member Secretary, MoEFCC (EC)

Date: 23/01/2024

IA-J-11014/112/2022-IA-I
Government of India
Ministry of Environment, Forest & Climate Change
Impact Assessment Division

Indira Paryavaran Bhavan,
Jor Bagh Road, New Delhi-110 003
Dated: 25th November, 2022

Office Memorandum

Sub:- Standard Operating Procedure (SOP) for Post Environmental Clearance Monitoring and Compliance of the project -reg.

Background

The Ministry has established 19 Integrated Regional Office (IROs) vide Notification No. 1-5/2013-ROHQ dated 13th August, 2020 with a view to achieving mandated outcomes related to Monitoring and Compliance of the project in an improved, timely and effective manner.

2. As far as monitoring and compliance of EC conditions are concerned, as per para 10 of the EIA Notification, 2006, it is mandatory for the project proponent to submit half-yearly compliance reports in respect of the stipulated EC conditions to the Ministry and its Integrated Regional Offices (IROs).

The prescribed SOP wrt the Monitoring & Compliance is as given below:

1. **IROs undertake inspection of the unit, with respect to the following scenarios:**
 - i. IRO identifies ambiguity in half-yearly compliance reports with respect to the stipulated EC conditions submitted by Project Proponent (PP).
 - ii. PP request IRO for issuance of Certified Compliance Report (CCR) in order to apply for expansion of the project under EIA, Notification 2006.
 - iii. Complaint received against the project.
 - iv. Direction from the Ministry based on PMO/VIP/PG/RTI etc. references.
 - v. Random Inspection of projects.
 - vi. Direction from Hon'ble court in various Court Matter.
2. Based on the observations during Monitoring IRO seeks Clarification/Action Taken Report (ATR) to the PP and submit Monitoring Report along with the clarification letter to the Ministry.
3. If PP fails to respond to it a reminder letter is sent by IA-Monitoring Cell allowing PP to submit ATR in 15 days.
4. **Action on the Monitoring Report by the Monitoring Cell:** Monitoring Cell of Ministry analyse the monitoring report submitted by IRO. Based on the observed Major and Minor partial/non-compliances clarification/ATR, if necessary, is sought from Project Proponent with direction to submit the response within a period of Thirty (30) days. If PP fails to submit the response of clarification/ATR letter within the time line period, a reminder letter as warning issued to the PP.

5. The response submitted by PP is examined in the Ministry and the Action taken report submitted by PP is sent to IRO for further verification. Based on IRO's verification report following actions are contemplated:

- i. If no satisfactory action has been taken by the PP and EC conditions are yet to be complied Ministry may issue Show-Cause Notice under the Section 5 and other provisions which may include Section 15 and 19 of the Environment (protection) Act, 1986.
- ii. If it is observed that the non-compliances are not rectified, Ministry provides an opportunity to PP for clarification in personal hearing under the chairmanship of officer not below the rank of Joint Secretary. Based on the outcome of the personal hearing if necessary, direction for Compensation/Suspension of EC may be issued.
- iii. If it is observed that PP has taken credible action to comply with the condition and the action is expected to be completed with some additional time, Ministry grant additional time in which actions are expected to be completed by PP to fully comply with the conditions mentioned in the EC and submit the compliance report duly verified by concerned IRO to the Ministry.
- iv. If it is observed that PP has now complied with all the conditions and the same has been confirmed in the verification report, Ministry issues Action Closure Letter (ACL) to the PP with direction to continuously submit six monthly compliance report on time.
- v. If it is observed that PP has violated the provisions of EIA Notification, 2006 and attracts the provisions of SOP dated 07.07.2022, Monitoring Cell intimates the concerned sector for taking appropriate action as deem fit.

6. Action after issuance of Show Cause Notice:

- i. Monitoring Cell of the Ministry prescribes a time line of Fifteen (15) days or Thirty (30) days for submission of reply of SCN based on the gravity of non-compliances. If PP fails to submit the response of SCN within the prescribed time period, if necessary, a warning letter may be issued.
- ii. The response to SCN submitted by PP is examined in the Ministry and if found necessary the reply submitted by PP is sent to IRO for further verification. Based on IRO's verification report following actions are contemplated:
 - a. If it is observed that PP has now complied with all the conditions and the same has been confirmed in the verification report, Ministry issues ACL to the PP with direction to continuously submit six monthly compliance report on time.
 - b. If it is observed that the non-compliances are not rectifiable, Ministry provides an opportunity to PP for clarification during personal hearing under the chairmanship of officer not below the rank of Joint Secretary. Based on the outcome of the personal hearing if necessary, direction for Compensation/Suspension of EC may be issued.

7. Action in other scenarios:

- i. If it is observed that there is imminent risk to the environment and health due to non-compliance by the PP, SCN with time line of Fifteen (15) days is issued to PP. If PP fails to submit the response of SCN within the prescribed time period, if necessary a warning letter may be issued otherwise after Fifteen (15) days personal hearing may be conducted under the chairmanship of officer not below the rank of Joint Secretary.

- ii. Based on the outcome of the personal hearing if necessary, direction for Suspension of EC or other prescribed action under EPA may be issued.
- iii. If it is observed that due to non-compliance, accident has already been taken place, Ministry may immediately suspend the EC of the project till all the conditions are complied and duly verified by concerned IRO.

URGENT
Speed Post/Online



File no. IA-L-11011/87/2025-IA-I
Government of India
Ministry of Environment, Forest and Climate Change
(I.A. Division)

Indira Paryavaran Bhavan
Jor Bagh Road, Aliganj
New Delhi-110 003
Email: bhardwaj.adiraju@gov.in
Dated: 24th July, 2025

To,

Deputy Director General of Forests (C),
Ministry of Environment, Forest and Climate Change,
Regional Office Kendriya Sadan,
4th Floor, E&F Wings, 17th Main Road,
Koramangala II Block, Bengaluru – 560034

Sub: OA No. 65/2025 (WZ) in the matter of 'Sandeep Salekar v. State of Goa & Ors.' pending before the NGT (WZ), Pune-reg.

Ref:

- i. A copy of Original Application
- ii. Ministry's EC letter no. IA-J-11015/3/2023-IA-II(NCM) dated 23.01.2024

This is in reference to Original Application No. 65/2025 titled 'Sandeep Salekar v. State of Goa & Ors.', currently pending before the NGT (WZ), Pune. The Applicant's grievance is that M/s Vedanta Ltd., the Project Proponent, in contravention of the Environmental Clearance (EC) conditions, is transporting mined minerals via an additional 850-metre stretch of MDR-20 from the New Beneficiation Plant (NBP) Gate No. II to Matwada Junction. Copy of the OA is enclosed.

2. In this regard, the Regional Office (RO) of the Ministry at Bangalore is requested to furnish a (i) factual status report concerning the issues raised in the application, along with (ii) condition-wise compliance status report (s) for all the ECs associated with the project.
3. Being a Court Matter, the reports may be furnished to the Ministry at the earliest.

This issues with the approval of the competent Authority.

Enclosed: as above.

Yours Faithfully,

(Dr. Bhardwaj Adiraju)
Joint Director/Scientist 'D'



सत्यमेव जयते
Government Of India

भारत सरकार/ Government of India

पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय/ Ministry of Environment, Forest and Climate Change

क्षेत्रीय कार्यालय – बंगलुरु / Regional Office - Bengaluru

केन्द्रीय सदन, चौथी मंजिल, ई एंड एफ विंग्स / Kendriya Sadan, 4th Floor, E&F Wings

17^{वीं} मेन रोड, II ब्लॉक, कोरमंगला, बंगलुरु 560034 / 17th Main Road, II Block, Koramangala, Bengaluru 560034



23.09.2025

F. No. EP/12.1/2023-24/2/Goa | 582

To

The Joint Director & Scientist D

IA-Division

Ministry of Environment, Forest and Climate Change

Indira Paryavaran Bhawan, Jor Bagh Road

Aliganj, New Delhi 110003.

E-mail: Bhardwaj.adiraju@gov.in

Sub.: OA No. 65/2025 (WZ) in the matter of Sandeep Salekar v. State of Goa & Others – regarding.
Ref.: Ministry's letter No. IA-L-11011/87/2025-IA.I dated 24.07.2025, & this Office's email dated 08.08.2025.

Sir,

Kind reference is invited to the information sought vide the letter cited above in OA No. 65/2025 (WZ) in the matter of Sandeep Salekar v. State of Goa & Others, pending before the NGT (WZ), Pune. In this regard, please find the factual status report concerning the issues raised in the application, along with a condition wise compliance status report for the EC associated with this project, for necessary action at your end.

This issues with the approval of the Competent Authority.

Yours faithfully

(Dr. Dola Bhattacharjee)

Scientist 'B'

Encl. As above.

--X--

Ministry of Environment, Forest & Climate Change
Regional Office (Bengaluru),
Monitoring Report
Part – I
DATA SHEET

1	Project Type: River-valley / Mining / Industry /Thermal / Nuclear / Other (Specify)	<i>Mining (iron ore)</i>
2	Schedule and category of the Project as per EIA, 2006	<i>Schedule No - 1(a) Mining of minerals Category - A</i>
3	Category of the project as per CPCB Guidelines (Red, Orange, Green)	Red
4	Name of the project and project proponent	<i>Block 1- Bicholim Mineral Block for Iron Ore Mining</i>
5	Clearance Letter (s) / OM No. and date (Chronological Order)	File No.: IA-J-11015/3/2023-IA-II(NCM) Dated 23/01/2024
6	Location a. District (s) b. State (s) c. Latitude d. Longitude	a. <i>District (s) – North Goa</i> b. <i>State (s) - Goa</i> c. <i>Latitude 15° 34' 20.518" to 15° 36' 54.018" N</i> d. <i>Longitude 73°54' 04.754" to 73° 57' 09.51" E</i> } As provided by the PP
7	Address for correspondence a. Address of concerned Project Chief Engineer/ Head (with Pin Code &	<i>Shri. Dhirajkumar Jagdish, Dy. Chief Executive Officer, Iron Ore Goa, Sesa Goa, Vedanta Ltd. Address : Sesa Ghor, 20 EDC Complex, Patto, Panjim, Goa, North Goa, 403001. Land Line No. – 2460600 Ph No. - 9823993664</i>

Prattocharya

	<p>Telephone/ Telex/ Fax Numbers and Email id):</p> <p>b. Addres s of Executive Manager (with pin code/fax numbers and Email id)</p>																																					
8	<p>Salient features</p> <p>a. Of the Project:</p> <p>b. Of the Environmental Management Plan:</p>	<p>PP has provided the following details:</p> <p>Salient features</p> <p>a. Of the Project:</p> <table border="1" data-bbox="453 734 1441 1339"> <thead> <tr> <th>S. No.</th> <th>Particular</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Method of Mining</td> <td>Opencast Mechanized Mining</td> </tr> <tr> <td>2</td> <td>Total Reserves and Resources</td> <td>84.743 Million tonnes</td> </tr> <tr> <td>3</td> <td>Total Minable Reserves</td> <td>36.071 Million tonnes</td> </tr> <tr> <td>4</td> <td>Prod. Capacity</td> <td>Iron: 3.0 Million TPA Waste: 25.16 Million TPA</td> </tr> <tr> <td>5</td> <td>Ore to Waste Ratio</td> <td>1 : 8.39</td> </tr> <tr> <td>6</td> <td>Life of the Mine</td> <td>30 years</td> </tr> <tr> <td>7</td> <td>Bench Height</td> <td>7 m</td> </tr> <tr> <td>8</td> <td>Bench Width</td> <td>10-12 m</td> </tr> <tr> <td>9</td> <td>Ultimate Pit Slope</td> <td>27°</td> </tr> <tr> <td>14</td> <td>Number of working days</td> <td>365</td> </tr> <tr> <td>15</td> <td>Number of shifts per day</td> <td>3</td> </tr> </tbody> </table> <p>b. Of the Environmental Management Plan:</p> <p>Mining</p> <ul style="list-style-type: none"> • No drilling and blasting • Development of green belt/plantation around the mine boundary, roadside & dumps etc. • Safety buffer of 50m will be maintained towards habitation • Regular maintenance of Machineries and transport vehicles • The dump slopes are covered with Coir geotextile which will also help to prevent dust generation • Enclosures for all the dust generation sources at crushing and screening plant • All the Heavy Earth Moving machineries with air-conditioned cabins. <p>Haulage & Transport</p> <ul style="list-style-type: none"> • Hot mixing and concreting of roads of 0.85 km completed in phase 1 along with dry wheel system/ rumble system at all junction to public road. • Transportation trucks are loaded to the prescribed capacity and covered with tarpaulin before leaving the mine premise. 	S. No.	Particular	Details	1	Method of Mining	Opencast Mechanized Mining	2	Total Reserves and Resources	84.743 Million tonnes	3	Total Minable Reserves	36.071 Million tonnes	4	Prod. Capacity	Iron: 3.0 Million TPA Waste: 25.16 Million TPA	5	Ore to Waste Ratio	1 : 8.39	6	Life of the Mine	30 years	7	Bench Height	7 m	8	Bench Width	10-12 m	9	Ultimate Pit Slope	27°	14	Number of working days	365	15	Number of shifts per day	3
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J. K. Rattacharya

- Live camera installed at mine exit to monitor and ensure proper tarpaulin tying.
- Proper Maintenance of the haul roads and implementing speed limit to prevent dust pollution, PUC check
- Regular water sprinkling by means of five hired water tankers of 10KL capacity on haul roads & loading points will be carried out
- Continuous manual sweeping-cleaning and mechanised road sweeping machine deployed in public road.
- Washing of mine exit points / junctions (Mayem , Pilgao, jetty exit area) after transportation hours / at night with water tankers having pipe arrangement.
- Plantation alongside public & dedicated roads.

Monsoon Environment Management

Garland Drains

- The dimensions of the drains maintained at 2m x 1.5m (L x W x D).
- A proper height maintained on the sides of the garland drain so that water does not get over-flooded from the drains.
- The same are strengthened and maintained before the onset of monsoon.
- The daily average surface run-off is estimated as 14003 m³.
- The garland drains have capacity to accommodate instant volume of 33939 m³.
- Additional drains are proposed to take care of peak run off during the plan period.

Measures To Prevent Soil Erosion On Dump Slopes

- Inward slope provided to dump stages so that water doesn't flow over the slope & erodes the dump slope surface.
- Covering the finalized dump slope with lateritic material and then covering with coir geotextiles.
- Use of ERW pipes between stages to channelize the surface runoff water and diverting to settling ponds.
- Boulder walls 1.5m x 2m (H x W) will be provided at the toe of dump to arrest the flow of silt.
- Garland drains around the dump are made 1m x 2m x 1m (BW x TW x D) to divert water to settling pond for arresting suspended solids.
- Use of Stylo grass seeds and Glyricidia cuttings at the onset of monsoon to create green cover on the dump slopes.
- Annual Plantation of native species on waste dump.
- Safety greenbelt /barrier of 50 mts shall be maintained near the Assonora river from the mine pit.
- Annual de-siltation of the settling ponds, drains.
- Use of lime and flocculants so as to settle the suspended solids in settling pond.

Rainwater Management

- There exists 06 nos of earlier mined out pits and 12 nos of interlinked settling ponds
- The settling ponds embankments are strengthened by the stone pitching. Additional filter beds are provided in the drains.
- The entire monsoon runoff is channelized into mine pits and supernatant water flows into series of settling ponds through drains. The clear water is allowed to naturally overflow by Header arrangements or through check dams.
- Lime or combination of Lime & flocculent is used in the mine pit or settling pond so that the particles settle, and clear water is discharged. The discharge water is monitored regularly so that water quality meets the prescribed limits.

Noise Pollution Control measures

- Wide green belt along the mine boundary, Crushing and screening plant area and all along the haulage road which will act as an acoustic barrier
- No Drilling and Blasting is involved.
- All the HEMM are provided with air conditioned, noise proof cabins

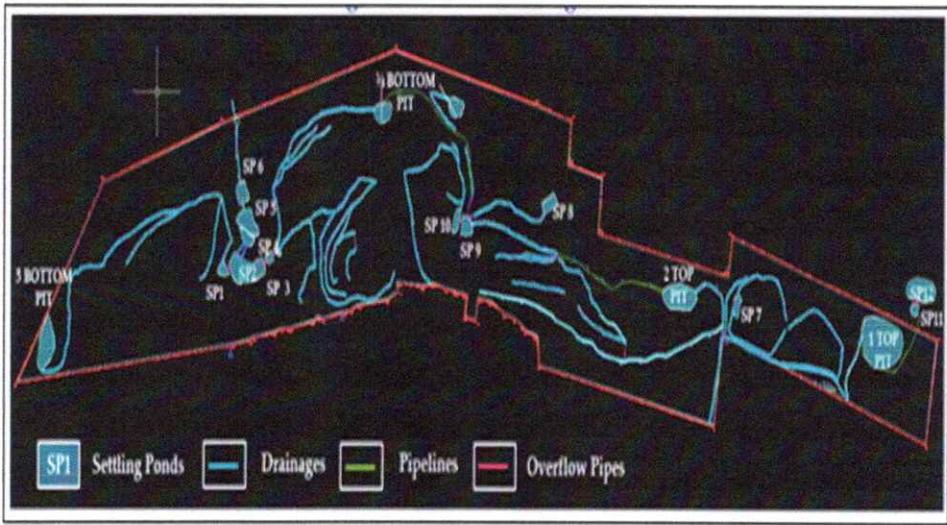
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		<ul style="list-style-type: none"> Possibility of using Polyurathane liners for feed chutes of primary and secondary crusher. Regular monitoring of noise levels in core and buffer zone Safety buffer of 50m will be maintained from habitation Imposing Speed limit and proper maintenance of roads and machineries DG sets provided with acoustic enclosures. Providing Protective Equipment (PPE) like earplugs and earmuffs to the workmen in noise prone zones in the mine <p>Monitoring</p> <ul style="list-style-type: none"> 3 CAAQMS installed in core zone Online Dust and Noise Monitoring system in transportation route Ambient air monitoring carried out in 4 Core location and 5 locations in buffer zone. Fugitive monitoring is carried out in core zone. Surface water samples shall be collected at 7 locations which include all the mine discharge points, upstream, down stream of Bicholim and Asnora River. Ground water analysis and water level will be monitored at 5 locations in buffer zone. Noise level monitoring in core and buffer zone during day and night time. 																																										
9	Break up of the Project area a. Submergence Area: Forest & Non Forest b. Others	Non Forest – 478.5206Ha Forest – 0 Ha																																										
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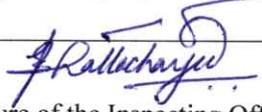
	a. The status of approval for diversion of Forestland for non-forestry use				
1 3	Whether project located in Critically Polluted Area/Severely Polluted	No (as reported by the PP)			
1 4	Status of construction a. Date of commencement (Actual and/or planned) b. Date of completion (Actual and/or planned)	Mining activity started on 26/04/2024 (as reported by the PP)			
1 5	Production (product-wise) details as per EC & CTO (as reported by the PP)	Year	Total production as per EC	Total production as per CTO	Actual Production
		2023-24	3MT	3MT	0.558MT
		2024-25	3MT	3MT	2.38MT
1 6	Reasons for the delay if the project is yet to start	Project in operation			
1 7	KML file of the project	Map as provided by the PP:			
					

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1 8	Status of Public Hearing Commitments	PP has provided the following details:				
		CER Implementation progress FY 2024-2025				
		Sr. No.	Activities	1st Year budget (in lakhs)	Outreach - 1st year	For reporting period
		I	Agriculture Development			
		1	Support for agriculture rejuvenation by providing necessary inputs like Seeds, Fertilizer, ploughing, Fencing support etc. in Mayem, Mulgao, Piligao, Bicholim villages to benefit farmers. Farmers awareness and motivational workshop by involving Agriculture department and other experts.	10	100 farmers	Partially completed, benefited 82 farmers
		2	Supplying water for irrigation of horticulture garden (Orchards of coconut, arecanut plantation) in Mulgao village during non monsoon season.	0.6	20 farmers of Mulgao apprx. Area 7000m2	Completed
		II	Education			
		3	Educative wall Paintings in Govt. Primary Schools in Mulgao, Piligao, Sirigao, Mayem and Lamgao villages.	5	5 primary schools (170 students)	Q 4
		4	Teaching learning kits and Sports kits to Government Primary Schools in Mulgao, Sirigao, Mayem, Lamgao, Bordem, Dabdaba and Piligao villages	3.5	6 primary schools	Q 4
		6	Construction/Repair of Anganwadi building at Lamgao village	20	approx.20 children	Q 4
7	Computer Labs in 4 high Schools in the buffer zone	10.9	4 computer labs in 4 high schools	Lab established in 2 high schools Benefiting 500 students.		
8	Construction of 2 classrooms in Vijayanand High school, Tikhajan-Mayem	20	500 students	Q 4		
III	Health Care Facilities					
9	Mobile Health Van (MHU) catering to Mulgao, Mayem, Piligao, Lamgao and Sirigao villages providing basic medical care services at doorstep.	30	Covering 5 villages	Mobile health unit started. 5 specialized camps for women, children & old age people conducted with 507		

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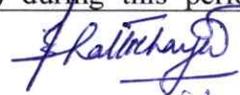
					people benefited.
		Additionally 10 specialized health camps for women, children and elderly.			
	IV	Skill Development			
	10	Start 2 computer skilling /vocational training centers in Mayem Panchayat and Bicholim Municipal Council offering courses Like DCA, Tally & GST, Web designing, Advance excel and DTP.	10	240 youth per year	2 computer skilling /vocational training centres in Mayem Panchayat and Bicholim Municipal Council
	11	10 Skill training workshops covering around 300 women self help group members on rural enterprise development. Creating 10 women enterprises	6	250 SHG members	6 Skill training workshop covered of 200 participants.
		Total	116		
19	Status of R&R	-			
20	Date of site visit for this monitoring report	10.09.2025			
21	Purpose of present site visit.	As directed by the Ministry			
22	Pending litigation if any or directions issued by any regulatory authority.	As informed by the PP: <ul style="list-style-type: none"> WP 592 of 2022 (MSPL v. State of Goa & Ors) has been dismissed and the validity of tender documents and LOI was upheld. PIL WP 2029/2023 (F) (Suresh Govind Gaonkar & Ors v. Directorate of Mines and Geology & Ors) is pending before the Hon'ble Bombay High Court at Goa. 			
23	Recommendations	Factual status of compliance with the EC conditions may be seen below (Part II of this report). Matter in respect of the OA No. 65/2025 pertaining to this project is under the judicial consideration of the Hon'ble NGT (WZ).			


 Signature of the Inspecting Officer

PART II

Condition-wise compliance status of the EC conditions.

Sl. No.	EC CONDITIONS	COMPLIANCE STATUS REPORTED BY THE PP	OBSERVATIONS MADE BY THE RO DURING THIS SITE INSPECTION
1.	The instant Environmental Clearance (EC) is subject to the outcome of the WP 592 of 2022 (MSPL v. State of Goa & Ors.) regarding challenging the constitutionality of the tender documents of Phase I auction of Goa mines and PIL WP 2029/2023 (F) (Suresh Govind Gaonkar & Ors v. Directorate of Mines and Geology & Ors) regarding challenging the state's decision to go ahead with the auction of the mining block.	<i>Agreed upon.</i>	Refer below. As it was gathered, WP 592 of 2022 (MSPL v. State of Goa and Ors) has been dismissed and the validity of tender documents and LOI was upheld. (<i>Annexure 1</i>). PIL WP 2029/2023 (F) (Suresh Govind Gaonkar and Ors v. Directorate of Mines and Geology and Ors) is pending (vide Order dated 06.08.2025) before the Hon'ble Bombay High Court at Goa. (<i>Annexure 2</i>).
2.	The Project Proponent shall monitor the air quality, noise level, water quality, water level and ground vibration during drilling and blasting at the edge of the mine, near the village, crusher and at other sensitive receptors and such collected data shall be submitted quarterly to the Ministry's Regional Office.	<i>Air quality – Ambient air (5 buffer, 3 core and 4 Fugitive), noise level (4 core and 5 buffer), water quality (7 surface water and 5 ground water), water levels (from buffer villages) monitoring is carried out every month. No Drilling and Blasting is carried out.</i>	Being complied. As informed, the mining does not involve blasting in this case. Routine monitoring of the environmental quality parameters is being undertaken by the PP and records are maintained. Reports have been submitted to this office.
3.	The budget of Rs 309.3 Lakhs to address the concerns raised by the public in the public consultation to be completed	<i>Action plan to comply the CER in three years is prepared and accordingly acted upon. The progress details are maintained and recorded. It is ensured that CER is different from CSR.</i>	Compliance in progress. An action plan has been developed by the PP and implementation status for the period 2024-25 have been submitted to this office. PP reported to have spent Rs. 116 lakhs (no audited expenditure statement produced) during this period



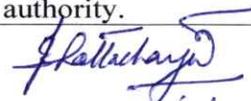
	<p>within 3 years from the date of start of mining operations. PP shall comply with all action plans made for public hearing concerns and make regular maintenance and record the progressive activity outcomes. The Project proponent shall ensure that the activities proposed under the public hearing is different from the CSR activities.</p>		<p>towards the implementation of the proposed action plan that included providing agriculture related support to the local farmers, educational support to the neighboring schools, healthcare facilities to the surrounding villages, skill development for the locals, etc. Photographs were presented during the site visit. Local authorities may further ascertain the status of compliance in this regard.</p>
4.1	<p>The Project Proponent shall create awareness among the local people working within the project area as well as its surrounding area on the ban of Single Use Plastic (SUP) in order to ensure the compliance of Notification published by MoEF&CC on 12/08/2021. A report, along with photographs, on the measures taken shall also be included in the six monthly compliance report.</p>	<p><i>Various awareness programmes on the ban of Single Use Plastic conducted as follows:</i> <i>Nukkad natak/Skit performed on Ban on SUP, Plastic waste and environment protection.</i> <i>Awareness session among employees by conducting training sessions – 2 training sessions.</i> <i>Awareness and Promotion of Environment Protection as part of MEMC week celebration with Songs, slogans and quotes on Ban of single use plastics, environment protection, plantation, conservation of water, etc. in Bicholim public areas</i> <i>Posters displays at prominent places withing mine unit like admin building, canteen etc on ban of Single Use Plastic.</i> <i>A report, along with photographs along with number of beneficiaries, on the measures taken has been submitted.</i></p>	<p>Being complied. As per the records (including photographs) produced during the site inspection, PP has taken up activities in this regard. For instance, an activity to pick up SUP laden litter was undertaken on 22.04.2024, poster making, slogan writing and drawing competitions were conducted on 18.11.2024, a swacchata abhiyan involving the school students was conducted on 20.11.2024, awareness session for the workmen was conducted on 26.12.2024, etc. Also, a report, along with photographs, on the activities undertaken has been included in the six-monthly compliance report and submitted to this office.</p>
5.1	<p>The Project Proponent should adopt the proper mitigation measures as proposed under EMP with budgetary</p>	<p><i>The Budgetary provision is mentioned as Rs 72 Cr. in the condition, which is a typo error. The budgetary provision committed and presented to EAC was Rs 72 Lakhs. Reference to our</i></p>	<p>Compliance in progress. As per the records produced and based on the observations made during the site inspection, compliance to the condition is in progress. The following details (table below) have been provided by the PP in this regard:</p>

[Signature] 10

<p>provision of Rs 72 Cr. The adoption of mitigation measures and monitoring of the same as proposed in the EMP shall be done under the supervision of the qualified environmental personnel. The implementation status of the same shall be submitted to the Ministry's Regional Office.</p>	<p><i>final EIA the EMP cost was proposed as 72 lakhs</i> <i>The adoption of mitigation measures and monitoring of the same as proposed in the EMP is done under the supervision of the qualified environmental personnel.</i></p>	
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EMP Expenditure			
Description	Cost (Rs in Lakhs)		Details
	Capital	Recurring	
Environment monitoring	174	28	Environment Monitoring Air, Water, Noise, Awareness and training. Capex: display board, CAAQMS, water monitoring stations
Mine reclamation	0	7	Procurement of native and fruit bearing species of saplings and plantation and after care.
Errosion control	0	403	Laying of silpaulin on waste dumps, De silting of settling ponds, digging of trenches, garland drains. Laying of geotextile final waste dumps of 2Ha.
Water treatment	0	6	Water treatment by lime, magnasol and manpower
Air pollution control measures	261	72	Hot mixing of road, Dry wheel wash/rumbler system, Hiring of tankers and road sweeping machine for road cleaning.
Statutory	0	77	CTE/CTO/membership fees for Hazardous wate disposal facility
Health and safety	0	26	Premedical test, Occupational health centre on mines, PPE, Fire safety
TOTAL	435	620	
	1,055		

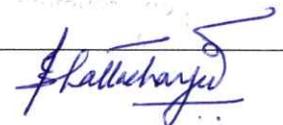
5.2	<p>The Project Proponent should establish in house (at project site) environment laboratory for measurement of environment parameter with respect to air quality and water (surface and ground). A dedicated team to oversee environment management shall be setup at site which should comprise of</p>	<p><i>In house environment laboratory has been established.</i> <i>Online water monitoring stations are installed at all discharge points.</i> <i>A dedicated team to oversee environment management is setup at site for monitoring of environment parameters.</i></p>	<p>Being complied. During the inspection, a basic laboratory set up was seen to be at place. Also, dedicated staff have been appointed to monitor the environmental quality parameters and oversee environment management. In addition to this, the PP has engaged M/s Environmental Laboratory (informed to be a MoEFCC/CPCB recognized laboratory in Bangalore) to analyse the environmental quality parameters on a monthly basis. PP was found to maintain the records in this regard. Also, they have constituted an environmental cell to oversee the status of implementation of the environmental safeguard conditions, as part of which, an SOP is in place to report any non-compliance or infringement to the concerned higher authority.</p>
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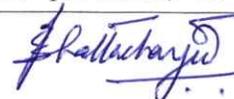
	Environment Engineers, Laboratory chemist and staff for monitoring of air, water quality parameters on routine basis instead of engaging environment monitoring laboratories/consultants. Any non-compliance or infringement should be reported to the concerned authority.		
6.1	The Project Proponent shall explore the possibility of using at least 20% of Electric vehicles /CNG/ Solar instead of diesel operation within three years.	<i>Currently inducted 4 EV Wheel loaders in our mining operation in the reporting period. These Ev machines are under observation to study the performance in the mining condition. Going forward more EV HEMM's and dumpers will be included with the advent in technology and feasibility.</i>	Complying with. During the inspection Electric Vehicles (4 nos.) were seen at the site engaged in mining related activities. PP intimated that they are having plans to introduce EV HEMM's and dumpers in the near future.
7.1	NoC from the Central Ground Water Authority (CGWA)/ Concerned Local authority, as the case may be, shall be obtained before drawing the ground water for the project activities, State Pollution Control Board / Pollution Control Committees shall not issue the Consent to Operate (CTO) under Air (Prevention and Control of Pollution) Act and Water (Prevention and Control of Pollution) Act till the project proponent shall obtain such permission.	<i>Obtained NOC for drawing the rainwater harvested/pit water from Goa State Water resource department dated 21/09/2023</i>	Being complied. As informed, PP has obtained the NOC from Goa SWRD vide letter dated 21.09.2023 (valid till 20.09.2025). The PP shall renew/ obtain a valid NOC.



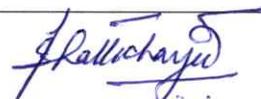
8.1	<p>The Project Proponent shall also organize employment-based apprenticeship/ internship training program every year with appropriate stipend for the youth and other programs to enhance the skill of the local people. The data should be maintained for the training imparted to the persons and the outcome of the training, for the assessment of the training program should be analyzed periodically and improved accordingly. The preference shall be given to the local people for the purpose of employment as committed before the EAC.</p>	<p><i>Vedanta Bicholim Mines registered under the Apprenticeship Program under the Directorate of Skill Development and engaged 4 apprentices as of date. Further, we have provided internship training to three students who are pursuing their graduation. The outcome of the training will be reviewed and analysed by the end of their apprenticeship and internship stints. Also, we are in the process of finalising the further candidates under a year-long apprenticeship program in the coming months.</i></p>	<p>Complying with. Based on the records produced, PP has engaged apprentices and provided internship training to students.</p>
9.1	<p>The Project Proponent should periodically monitor and maintain the health records of the mine workers digitally prior to mining operations, at the time of operation of mine and post mining operations. Regular surveillance on occupational health shall be carried out every year for mine workers. PP shall also organize medical camp for the benefit of the local people and also the monitor the health impacts due to mining</p>	<p><i>Periodic Health monitoring and surveillance records are maintained in soft as well as in physical form (register) for mine workers.</i> <i>Mobile Health Unit set for Pilgao, Mayem, Mulgao, Lamgao and Sirigao villages close to our operations with 3982 footfall for the reporting period.</i> <i>5 specialized health camps for women, children and old age people conducted - 700 people benefited for the reporting period.</i></p>	<p>Complying with. The PP monitors and maintains the health records of the workers. A medical centre with sitting doctor is in place. Sample health records of the workers were presented during the site inspection. PP also had organized medical camps for the locals. Photographs were presented during the site inspection. Concerned local authorities may further ascertain the status of compliance in this regard.</p>



	activity.								
10 .1	The mining lease holders shall, after ceasing mining operations, undertake regrassing the mining area and any other area which may have been disturbed due to their mining activities and restore the land to a condition which is fit for growth of fodder, flora, fauna etc. The implementation report of the above said condition shall be submitted to the Ministry's Regional Office.	<i>PP agreed upon. Scientific mine reclamation will be undertaken. the finalised areas on dump are immediately covered with geotextiles and taken up for plantation of native species.</i>	Applicable at a later stage of mining.						
11 .1	The Hon'ble Supreme Court has imposed a capping on mining of iron ore to 20 MTPA for the entire State of Goa. Accordingly, the Project Proponent shall first obtain the necessary permission from the competent authority with regard to the amount of mineral they can mine per year, before starting its mining operation.	<i>Block I Bicholim mineral block is the first mine to start mining operation in state of Goa Necessary permission obtained from the competent authority for carrying out mining operation within the permissible capacity</i>	<p>Being complied. PP has obtained a CTO for 3 MTPA production of iron ore from the Goa State Pollution Control Board. Also, as per the records made available, the actual production incurred by the PP is within this permitted limit.</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Production incurred (as reported by the PP)</th> </tr> </thead> <tbody> <tr> <td>2023-24</td> <td>0.558MT</td> </tr> <tr> <td>2024-25</td> <td>2.38MT</td> </tr> </tbody> </table>	Year	Production incurred (as reported by the PP)	2023-24	0.558MT	2024-25	2.38MT
Year	Production incurred (as reported by the PP)								
2023-24	0.558MT								
2024-25	2.38MT								
12 .1	The Project Proponent needs to obtain prior permission from the MoEF&CC for mining in common boundary as and when required.	<i>Necessary permission will be obtained from the MoEF&CC for mining in common boundary when required.</i>	<p>Complying with. PP has agreed to obtain prior permission from the Ministry for mining in common boundary as and when required. It was gathered that this mine shares its boundary with a non-operating mine of M/s Rajaram Bandekar Mines Pvt. Ltd. The DMG-Goa/IBM may further ascertain the implementation of the condition, as and when necessary.</p>						
13 .1	As committed before the EAC,	<i>The company has explored the feasibility for OLBC with capacity</i>	<p>Complying with. As per the records produced, PP has</p>						



	<p>the Project Proponent needs to explore the feasibility for installing conveyor belt system for transportation.</p>	<p><i>of 3 MTPA from dry mineral processing plant to Sarmanas Jetty covering a length of 5.772 km. The feasibility study conducted on the introduction of conveyor systems, specifically evaluating OLBC and pipe conveyor installations, alongside traditional road transport, presents a comprehensive view of potential advancements in ore transportation. The local stakeholders were engaged in transportation which is their only livelihood. Across Goa state, transportation of ore from mines to plants/ jetty's is carried out by using 10.5 T trucks of local stakeholders which takes care of their livelihood. Along with the transportation business there are many other local businesses which are interdependent like garages, spare retailers, hotels, shops, etc. Though the installation of conveyor system would be environmentally friendly, it will affect livelihood of the local villagers.</i></p>	<p>conducted a study on the feasibility for installation of overland belt conveyor for transportation of iron ore from Block-I Bicholim mineral block to Sarmanas jetty. The status of its implementation is not yet finalized by the PP.</p>
14.1	<p>The mined out pits will be converted into water reservoirs, pond with other ecotourism facilities like water sports, boating, fishing etc., Pisciculture in mine pits will be developed and also the local community will be involved for cage fishing to make it a commercially viable venture.</p>	<p><i>Bicholim mines have recently started. Some of the mined-out pits will partially backfilled and retained as water bodies/reservoirs. Mine reclamation activities will be scientifically conducted with support of expert agencies .</i></p>	<p>Applicable at a later stage of mining.</p>
14.2	<p>The ecology restoration or mine reclamation activities shall be carried out concurrently with</p>	<p><i>Bicholim mines have recently started. Reclamation activities will be carried out simultaneously with mining activities and progressive mine closure plan. The company</i></p>	<p>Being complied. Dump stabilization activities were noted during the site inspection. PP has agreed to comply with the condition at an advanced stage of mining.</p>



	mining operations. The Project Proponent shall ensure that the restoration models demonstrated before the EAC shall be developed in association with research institutes like NEERI, Goa University etc.	<i>will collaborate with various research institutes/consultants/subject matter experts/forest dept./ agriculture dept. as and when required.</i>	
15.1	Regular monitoring and analysis of discharge water and at upstream and downstream of Bicholim and Asnora river needs to be carried out quarterly through NABL/MoEF&CC accredited laboratory.	<p><i>Regular monitoring of mine discharge water and upstream and downstream of Bicholim and Asnora river is being carried out every month through NABL/MoEFandCC accredited laboratory.</i></p> <p><i>Asnora river touching lease boundary in the NE direction at one point.</i></p> <p><i>Bicholim river is at a arial distance of 0.23km SE from mine lease.</i></p>	<p>Complying with.</p> <p>PP has provided monitoring reports of water quality from 3 mine water discharge points and from the upstreams and downstreams of Bicholim and Asnora Rivers. PP has engaged M/s Environmental Laboratory (informed to be a MoEFCC/ CPCB recognized laboratory in Bangalore) to analyse the water samples on a monthly basis. Upon a random examination of the reported water quality parameters following were noted:</p> <ul style="list-style-type: none"> • In the month of May 2025, the critical parameters like – pH, TDS, TSS, BOD, COD, DO and oil & grease levels reported across the 3 mine water discharge points ranged from - 5.8 to 6.92, 18 to 64 mg/L, 10 to 35 mg/L, <0.3 mg/L, 13 to 18 mg/L, 5.6 to 5.8 mg/L and <1.0 mg/L, respectively. • In the month of June 2025, the critical parameters like – pH, TDS, TSS, BOD, COD, DO and oil & grease levels reported across the 3 mine water discharge points ranged from - 5.9 to 6.65, 20 to 42 mg/L, 20 to 40 mg/L, <0.3 mg/L, 16 to 18 mg/L, 5.2 to 5.8 mg/L and <1.0 mg/L, respectively. • In the months of May-June 2025, the critical parameters like – pH, TDS, TSS, BOD, COD, DO and oil & grease levels reported from the upstream of the Bicholim River ranged from - 5.6 to 6.25, 28 mg/L, 40 to 70 mg/L, <0.3 mg/L, 18 to 19 mg/L, 5.7 to 5.8 mg/L and <1.0 mg/L, respectively. • In the months of May-June 2025, the critical parameters like – pH, TDS, TSS, BOD, COD, DO and oil & grease levels reported from the downstream of the Bicholim River ranged from - 6.32 to 6.35, 34 to 54 mg/L, 60 to 65 mg/L, <0.3 mg/L, 21 to 24 mg/L, 5.6 to 5.7 mg/L and <1.0 mg/L, respectively.



			<ul style="list-style-type: none"> • In the months of May-June 2025, the critical parameters like – pH, TDS, TSS, BOD, COD, DO and oil & grease levels reported from the upstream of the Asnora River ranged from - 6.36 to 6.48, 32 to 38 mg/L, 24 to 80 mg/L, <0.3 mg/L, 16 to 20 mg/L, 5.8 mg/L and <1.0 mg/L, respectively. • In the months of May-June 2025, the critical parameters like – pH, TDS, TSS, BOD, COD, DO and oil & grease levels reported from the downstream of the Asnora River ranged from - 6.58 to 7.4, 52 to 60 mg/L, 10 to 100 mg/L, <0.3 mg/L, 26 to 515 mg/L, 5.6 to 5.7 mg/L and <1.0 mg/L, respectively. <p>Thus, the reported levels of the parameters in the mine discharge water are meeting the norms [as per the Schedule – VI, Rule 3A – General Standards for discharge of environmental pollutants part – A: Effluents (The EP Rules, 1986, www.cpcb.nic.in/GeneralStandards.pdf)]. However, the pH levels in the upstream and downstream stations of the Bicholim River during this period were found to be slightly acidic [as per the MoEF Notification dated 25.09.2000, ‘Primary water quality criteria for bathing water’ (www.cpcb.nic.in/wqm/Primary_Water_Quality_Criteria)]. Also, the COD levels in the downstream station of the Asnora River were comparatively higher. The Goa SPCB may further ascertain the status of compliance with the prescribed standards.</p>
16 .1	Extensive native fruit bearing plantation shall be carried out in all safety zones with density of 2500 trees/ha.	<i>Plantation exists in most of the safety zone area. Extensive plantation with native fruit bearing plants has been carried out in this monsoon.</i>	Compliance in progress. During the site inspection, it was noticed that the PP has planted fruit bearing trees along the safety zone. As per the records produced, during 2024, 9050 saplings were planted (22 varieties, including Jambul, Mahogini, Kaju, etc. as the predominant variety). In 2025, till date, the PP planted total 4500 saplings (22 varieties, including Mango, Jambul, Bayo, Raintree, etc. as the predominant variety). The Forest Department may further ascertain the tree density.
16 .2	The Project Proponent needs to complete the entire peripheral plantation under green belt, safety barrier plantation and gap plantation within three years from the start of mining operations. The Project Proponent should	<i>List of plant saplings planted has been submitted. The safety belt/ peripheral plantation will be completed within three years from start of operations. Aftercare will be provided to the saplings so as to achieve maximum survival rate. Actual count on the saplings planted and its survival rate will be monitored.</i>	Further, it was noted that the PP has established a nursery facility at the site that looks after the sapling quality.

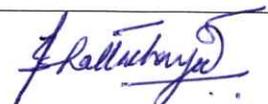
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	<p>plant quality sapling of appropriate height of native and fruit bearing species. In case of tall transplants (seedlings) the seedlings should have proper trained root stock with root biomass commensurate with seedling height to ensure good growth after out planting. Plantation shall be undertaken in consultation with the State Forest Department. The Project Proponent shall make the actual count on the saplings planted and its survival rate and in case of failure of achievement of 95% survival rate, action plan for achieving the target survival rate shall be submitted to the Ministry's Regional Office.</p>		
17 .1	<p>The waste dump slopes shall be covered with laterite material and then with biodegradable geotextile mats to prevent the soil erosion of the dump slopes so as to facilitate the growth of native species.</p>	<p><i>As part of monsoon preparation work final dump benches are being covered with laterite material and then with biodegradable geotextile mats to prevent the soil erosion of the dump slopes so as to facilitate the growth of native species.</i></p> <p><i>Approx. 2 ha of final waste dump has been covered with geotextile in the year 2024</i></p> <p><i>Approx. 3 ha of final waste dump has been covered with geotextile in the year 2025.</i></p>	<p>Compliance in progress.</p> <p>During the site inspection, it was noticed that waste dump slopes are being covered with laterite and geotextile mats spread to prevent soil erosion / dump stabilization. Saplings have been planted on these slopes.</p>
18 .1	<p>The Project Proponent needs to install the permanent water</p>	<p><i>Dust suppression on mines is done through water tankers and this activity is carried out by local stake holders. The local stake</i></p>	<p>Compliance in progress.</p> <p>During the site inspection, it was informed that variants of available (in the market) permanent water sprinklers are being</p>

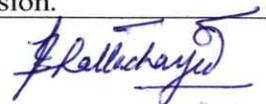


	sprinklers along 3.40 km haul road within the ML area and 2.80 km length outside the ML area on either side of the road.	<i>holder are opposing this initiative as it will impact their livelihood. However company has explored the feasibility for permanent sprinklers and implementation of the same on a pilot scale will be started post monsoon for Approx. 2.8km outside ML and 0.5 km inside ML.</i>	examined by the PP for their suitability for installation along the road. PP had displayed the sprinkler systems that they have procured as part of this exercise. Meanwhile mobile water tankers have been deployed for dust suppression.																				
18.2	As committed by the Project Proponent, existing trucks of 10.5 Tonnes shall be replaced with higher capacity trucks of 25 Tonnes in phased manner to reduce traffic load and emissions per tonne/km	<i>Truck Owner Association(TOA) is not ready to replace the existing 10.5 tonner with higher capacity for the further period of 5 years being the six wheelers vehicles have been maintained by the truck owners in a very difficult period of mining ban in the State of Goa.</i>	Compliance in progress. It was intimated that the local Truck Owner Association is opposing the replacement of the existing trucks (10.5 T capacity). PP, therefore, planned to replace these trucks in a phased manner over a period of 5 years. Copy of the MOM with the Truck Owner Association dated 27.12.2023 was presented by the PP during this site inspection.																				
18.3	Fugitive dust monitoring during transportation shall be monitored regularly at all the sensitive receptors and report shall be submitted quarterly to the Regional Office of MoEF&CC. Regular sprinkling shall be done on roads to suppress the dust at the source.	<i>Fugitive dust monitoring is done within mine area such as haul road, mine face, screening plant and dumping site. Reports are submitted. Regular sprinkling on haulage road is done to suppress the dust.</i>	Complying with. PP monitors the fugitive emission and maintains the records. The fugitive emissions are being monitored across 4 stations – along the haul road, at the crushing/ screening/ ore stacking yard, at the mine face (5 top common boundary area) and at dumping (5 top) area. The following were further noted upon a random examination of records: <table border="1" data-bbox="940 1315 1489 1837"> <thead> <tr> <th></th> <th>haul road (µg/m³)</th> <th>crushing/ screening/ ore stacking yard (µg/m³)</th> <th>mine face (µg/m³)</th> <th>dumping (5 top) area (µg/m³)</th> </tr> </thead> <tbody> <tr> <td>April 2025</td> <td>354-487</td> <td>245-475</td> <td>263-454</td> <td>287-458</td> </tr> <tr> <td>May 2025</td> <td>245-511</td> <td>264-521</td> <td>254-521</td> <td>231-475</td> </tr> <tr> <td>June 2025</td> <td>322-521</td> <td>245-521</td> <td>233-452</td> <td>285-512</td> </tr> </tbody> </table> <p>The reported fugitive emission levels for the period are therefore meeting the standards. It was observed during the site inspection that mobile water tankers have been deployed for dust suppression.</p>		haul road (µg/m ³)	crushing/ screening/ ore stacking yard (µg/m ³)	mine face (µg/m ³)	dumping (5 top) area (µg/m ³)	April 2025	354-487	245-475	263-454	287-458	May 2025	245-511	264-521	254-521	231-475	June 2025	322-521	245-521	233-452	285-512
	haul road (µg/m ³)	crushing/ screening/ ore stacking yard (µg/m ³)	mine face (µg/m ³)	dumping (5 top) area (µg/m ³)																			
April 2025	354-487	245-475	263-454	287-458																			
May 2025	245-511	264-521	254-521	231-475																			
June 2025	322-521	245-521	233-452	285-512																			
18.4	The Project Proponent shall adhere to the	<i>Agreed to comply with once dry screening plant is established</i>	Refer below. The crushing/screening plant has not yet been established. PP is currently using																				

	pollution control measures suggested by the Central Pollution Control Board (CPCB) in the environmental guidelines for crushing/screening activity.		mobile screens for the segregation of ore.
19.1	The wheel washing facility for the ore transport vehicles shall be provided at the exit point of the mine.	<i>The wheel washing facility/rumbler system (cattle trap) for the ore transport vehicles is provided at the exit point of the mine as per consent.</i>	Complying with. Wheel washing (rumbler) system has been established by the PP.
20.1	The Project Proponent needs to speed up the process of construction of underpass.	<i>Under pass work will be executed by Public Works Department of State Government. The advance payment for the work is done and job will be executed by PWD after obtaining necessary NOCs/permissions .</i>	Compliance in progress. As per the documents produced by the PP, advance payment to the PWD, Goa, for the execution of underpass construction has been made.
21.1	The Project Proponent needs to strengthen the settling pond with proper stone pitching in line with the design of settling pond considering the annual rainfall, flow rate, catchment area and its discharge.	<i>Settlings ponds desilted before start of monsoon. Strengthening of settling pond (approx. 714 m2) carried out by Stone pitching at ¾ bottom and strengthening of retaining bund at 5 top with geotextile before onset of monsoon.</i>	Complying with. Stone pitching has been carried out by the PP. It was informed that stone pitching has been done at places that required strengthening considering the rainfall, flow rate, etc. As observed during the site inspection, stone pitching has been done on the settling ponds embankments.
21.2	The catch drains and siltation ponds needs to be regularly maintained to arrest silt and sediments flow from dumps.	<i>The catch drains and siltation ponds are maintained and desilted before the onset of monsoon to arrest silt and sedimentation flow from dumps.</i>	Complying with. As noted during the site inspection, the catch drains, and siltation ponds are being maintained.
22.1	The Project Proponent needs to develop a nursery adjacent to the mineral block (Survey no 72/4 in Bicholim Village) for an area of about 1100 sq.m in consultation with State Forest Department. PP	<i>Nursery has been developed at the adjacent to the mineral block (Survey no 72/4 in Bicholim Village). Native and fruit bearing species of sapling collected and developed in consultation with forest department.</i>	Compliance in progress. As noted during the site inspection, PP has developed a nursery adjacent to the mineral block. PP explained that they also have plans to develop a theme-based garden here. However, no details have been provided yet to this office.



	shall develop theme-based gardens like medicinal gardens, horticulture gardens, spice gardens etc.		
23 .1	The Project Proponent needs to modify the crushing & screening units within 4 months from the date of issue of this EC.	<i>Dry crushing and screening plant establishment is in progress.</i>	Refer below. The crushing & screening units have not yet been established.
24 .1	The Project Proponent needs to use modern equipment's such as Camera Traps for ensuring presence and movement of wild animals in the vicinity of the mine lease area as well as in study area in consultation with Wildlife Wing of Forest Department. Appropriate interventions shall be taken to minimise stress conditions for wild animals and to avoid Man-Animal conflict.	<i>PP had prepared and submitted Wildlife Conservation Plan to Forest Department for approval, including provision of funds for installation of camera as a part of EIA. However, the said WLCP is under revision as per the new guidelines issued by The Forest Department.</i>	Compliance in progress. Based on the records produced during the site inspection, PP has submitted a revised Wildlife Conservation Plan to the Chief Wildlife Warden (dated 30.11.2023), Goa Forest Department that includes provision of funds for installation of camera traps for ensuring presence and movement of wild animals in the vicinity of the mine lease area.
24 .2	The Project Proponent needs to explore the possibility of using advanced/ latest mining technologies available so as to minimize the ecological impacts.	<i>Latest mining software Surpac is used for mine planning. Advanced mining machinery is used for mining operations.</i>	Being complied. As was explained during the site inspection, PP uses advanced software-based 3D mine planning and geological modelling that enables them to manage drillhole data, perform statistical and geostatistical analyses, and create detailed resource models, mine designs, and plans for mine operations. Also, with this software, PP can assess a deposit's physical characteristics, even with limited data, thereby developing efficient extraction strategies. Further, during the inspection Electric Vehicles (04) were seen at the site engaged in mining related activities. PP intimated that they are having plans to introduce EV HEMM's and dumpers in the near future so as to minimize the vehicular emission.



24 .3	The Project Proponent should follow-up the status of implementation on Wildlife Conservation Plan from the Forest Officials and the same shall be submitted to the Ministry's Regional Office in the six monthly compliance report.	<i>PP had prepared and submitted Wildlife Conservation Plan to Forest Department for approval as a part of EIA studies However the said WLCP is under revision as per the new guidelines for preparation of the plan issued by forest department in August 2025.</i>	Being complied. As informed, the Wildlife Conservation Plan is under revision by the Forest Dept., Goa.
25 .1	The Continuous Ambient Air Quality Monitoring Stations (CAAQMS) shall be installed and commissioned in consultation with CPCB. The real time data so generated should be displayed digitally at entry and exit gate of mine lease area for public display and shall be linked to server of CPCB/SPCB.	<i>PP has installed and commissioned 3 Continuous Ambient Air Quality Monitoring Stations (CAAQMS) in consultation with SPCB. The real time data so generated are displayed digitally at entry and exit gate of mine lease area for public display and is linked to server of Goa SPCB.</i>	Complying with. CAAQMS (3 nos.) are in place. The real time data being displayed at the gate of mine lease area. PP informed that the data are being transmitted to the GSPCB server. The GSPCB may further ascertain the status of compliance in this regard.
Statutory Compliances			
1. 1	This Environmental Clearance (EC) is subject to orders/ judgment of Hon'ble Supreme Court of India, Hon'ble High Court, Hon'ble NGT and any other Court of Law, Common Cause Conditions as may be applicable.	<i>PP agreed upon</i>	PP is aware of the condition and agreed to comply with.
1. 2	The Project proponent complies with all the statutory requirements and judgment of Hon'ble Supreme Court dated 2nd	<i>This judgement pertains to mining operations in the state of Odisha and therefore is not applicable for us. We are however complying with all statutory provisions, approvals and consent requirements for our mining operations.</i>	PP agreed to comply with the statutory provisions.



	August, 2017 in Writ Petition (Civil) No. 114 of 2014 in matter of Common Cause versus Union of India & Ors before commencing the mining operations.		
1.3	The State Government concerned shall ensure that mining operation shall not be commenced till the entire compensation levied, if any, for illegal mining paid by the Project Proponent through their respective Department of Mining & Geology in strict compliance of Judgment of Hon'ble Supreme Court dated 2nd August, 2017 in Writ Petition (Civil) No. 114 of 2014 in matter of Common Cause versus Union of India & Ors.	<i>This judgement pertains to mining operations in the state of Odisha and therefore is not applicable for us. We are however complying with all statutory provisions, approvals and consent requirements for our mining operations.</i>	PP agreed to comply with the statutory provisions.
1.4	The Project Proponent shall follow the mitigation measures provided in MoEFCC's Office Memorandum No. Z-11013/57/2014-IA.II (M), dated 29th October, 2014, titled "Impact of mining activities on Habitations-Issues related to the mining Projects wherein Habitations and villages are the part of mine lease areas	<i>PP is following up the mitigation measures provided in MoEFCC's Office Memorandum No. Z-11013/57/2014-IA.II (M), dated 29th October, 2014 wherever applicable. Part of Mulgao and lamgao villages falls in the mining lease. Safety buffer/green belt of 50m will be maintained towards habitation</i>	Compliance in progress. Based on the records produced and the observations made during the site inspection, following were noted in line with this OM: <ul style="list-style-type: none"> • Check dams, retaining walls/ structures, garland drains and settling ponds have been provided to arrest the wash-off with rain water in catchment area. • Groundwater and surface water quality parameters are monitored by the PP and records are maintained. • Noise levels are monitored by the PP and records are maintained. • As informed, no mining activities are undertaken in the night hours. No blasting activities are taken up as part of this mining project. The Goa-DMG may further ascertain this. • Road sweeping machine and mobile

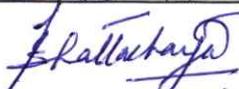
	or Habitations and villages are surrounded by the mine lease area”		<p>tankers have been deployed to manage the dust emission due to road transportation.</p> <ul style="list-style-type: none"> • As per the documents produced, advance payment to the PWD, Goa, for the execution of underpass construction has been made by the PP. • Socio economic development activities are being undertaken by the PP. <p>The local authorities including the Goa-SPCB and Goa-DMG, may further ascertain the status of compliance in this regard.</p>
1.5	A copy of EC letter will be marked to concerned Panchayat / local NGO etc. if any, from whom suggestion / representation has been received while processing the proposal.	<i>Complied.</i>	<p>Complied. PP had produced copy of the letter dated 24.01.2024 that was submitted to the Bicholim Municipal Council.</p>
1.6	State Pollution Control Board/Committee shall be responsible for display of this EC letter at its Regional office, District Industries Centre and Collector’s office/ Tehsildar’s Office for 30 days.	--	In scope of the GSPCB to comply.
1.7	The Project Authorities should widely advertise about the grant of this EC letter by printing the same in at least two local newspapers, one of which shall be in vernacular language of the concerned area. The advertisement shall be done within 7 days of the issue of the clearance letter mentioning that the instant project has	<i>EC was widely publicized on Tharun Bharath (vernacular language) in Pg.No. 7 on 29th January 2024 and The Navhind times in Pg.No.8 on 28th January 2024</i>	<p>Complied. Newspaper clippings were presented during the site inspection.</p>



	<p>been accorded EC and copy of the EC letter is available with the State Pollution Control Board/Committee and web site of the Ministry of Environment, Forest and Climate Change (www.parivesh.nic.in). A copy of the advertisement may be forwarded to the concerned MoEFCC Regional Office for compliance and record.</p>		
1.8	<p>The Project Proponent shall inform the MoEF&CC for any change in ownership of the mining lease. In case there is any change in ownership or mining lease is transferred. PP needs to apply for transfer of EC as per provisions of the para 11 of EIA Notification, 2006 as amended from time to time</p>	<p><i>Currently there is no change in ownership/transfer of EC.</i></p>	<p>PP is aware of the condition and agreed to comply with.</p>
2.1	<p>The Project Proponent shall install a minimum of 3 (three) online Ambient Air Quality Monitoring Stations with 1 (one) in upwind and 2 (two) in downwind direction based on long term climatological data about wind direction such that an angle of 120° is made between the monitoring</p>	<p><i>Installed and commissioned 3 Nos. of Continuous Ambient Air Quality Monitoring Stations (CAAQMS) in consultation with Goa SPCB. The real time data so generated are displayed digitally at entry and exit gate of mine lease area for public display and is linked to server of Goa SPCB. The ambient air quality is monitored at prominent places like office building, canteen. Data is displayed on online display board and same shared to Goa State Pollution Control Board.</i></p>	<p>Complying with. CAAQMS (3 nos.) are in place. The real time data being displayed at the gate of mine lease area for public display. PP informed that the data are being transmitted to the GSPCB server. The GSPCB may further ascertain the status of compliance in this regard.</p>



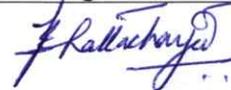
	<p>locations to monitor critical parameters, relevant for mining operations, of air pollution viz. PM10, PM2.5, NO2, CO and SO2 etc. as per the methodology mentioned in NAAQS Notification No. B-29016/20/90/PCI/1, dated 18.11.2009 covering the aspects of transportation and use of heavy machinery in the impact zone. The ambient air quality shall also be monitored at prominent places like office building, canteen etc. as per the site condition to ascertain the exposure characteristics at specific places. The above data shall be digitally displayed within 03 months in front of the main Gate of the mine site.</p>						
2.2	<p>Effective safeguard measures for prevention of dust generation and subsequent suppression (like regular water sprinkling, metalled road construction etc.) shall be carried out in areas prone to air pollution wherein high levels of PM10 and PM2.5 are evident such as haul road, loading and unloading</p>	<p><i>Regular water sprinkling is carried out on haul road, loading unloading points to control Fugitive dust emissions.</i></p> <p><i>Trial run of use of suitable water-soluble chemical dust suppressing agents was done in March 2025. It will be further explored.</i></p> <p><i>Air pollution level conform to the standards prescribed by the MoEFCC/ Central Pollution Control Board.</i></p>	<p>Being complied.</p> <p>Safeguard measures like road sweeping machines, mobile water tankers, wheel washing facilities are at place for prevention of dust generation and subsequent suppression. PP monitors the fugitive emission and maintains the records. The fugitive emissions are being monitored across 4 stations – along the haul road, at the crushing/ screening/ ore stacking yard, at the mine face (5 top common boundary area) and at dumping (5 top) area. The following were further noted upon a random examination of records:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;">haul road (µg/</td> <td style="padding: 2px;">crush ing/ scree</td> <td style="padding: 2px;">mine face (µg/</td> <td style="padding: 2px;">dum ping (5</td> </tr> </table>	haul road (µg/	crush ing/ scree	mine face (µg/	dum ping (5
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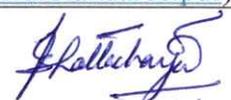
<p>point and transfer points. The Fugitive dust emissions from all sources shall be regularly controlled by installation of required equipments/ machineries and preventive maintenance. Use of suitable water-soluble chemical dust suppressing agents may be explored for better effectiveness of dust control system. It shall be ensured that air pollution level conform to the standards prescribed by the MoEFCC/ Central Pollution Control Board.</p>		<table border="1"> <thead> <tr> <th></th> <th>m³)</th> <th>ning/ ore stack ing yard (µg/ m³)</th> <th>m³)</th> <th>top) area (µg/ m³)</th> </tr> </thead> <tbody> <tr> <td>April 2025</td> <td>354-487</td> <td>245-475</td> <td>263-454</td> <td>287-458</td> </tr> <tr> <td>May 2025</td> <td>245-511</td> <td>264-521</td> <td>254-521</td> <td>231-475</td> </tr> <tr> <td>June 2025</td> <td>322-521</td> <td>245-521</td> <td>233-452</td> <td>285-512</td> </tr> </tbody> </table> <p>The reported fugitive emission levels for the period are therefore meeting the standards.</p>		m ³)	ning/ ore stack ing yard (µg/ m ³)	m ³)	top) area (µg/ m ³)	April 2025	354-487	245-475	263-454	287-458	May 2025	245-511	264-521	254-521	231-475	June 2025	322-521	245-521	233-452	285-512
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<p>3.1 In case, immediate mining scheme envisages intersection of ground water table, then Environmental Clearance shall become operational only after receiving formal clearance from CGWA. In case, mining operation involves intersection of ground water table at a later stage, then PP shall ensure that prior approval from CGWA and MoEFCC is in place before such mining operations. The permission for intersection of ground water table shall essentially be</p>	<p><i>PP has done a detailed hydrogeological study. Permission obtained from Ground water cell of Water Resource Department.</i></p>	<p>Refer below. PP informed that the mining activities would intersect the ground water table and prior permission has been obtained from the Water Resources Dept., Goa. However, copy of the permission letter has not been shared with this office. The concerned Dept. (WRD-Goa / DMG-Goa) may further ascertain the status of compliance in this regard.</p>																				



	based on detailed hydrogeological study of the area.		
3.2	<p>Project Proponent shall regularly monitor and maintain records w.r.t. ground water level and quality in and around the mine lease by establishing a network of existing wells as well as new piezo-meter installations during the mining operation in consultation with Central Ground Water Authority/ State Ground Water Department. The Report on changes in Ground water level and quality shall be submitted on six-monthly basis to the Regional Office of the Ministry, CGWA and State Groundwater Department / State Pollution Control Board.</p>	<p><i>Regular Ground water level and quality monitoring, in and around the mine lease is being carried out in Lamgao, Mulgao, Bicholim, Pilgao and Mayem village, every month. Piezo meter installation is under process Reports are maintained and submitted along with six monthly EC compliance report</i></p>	<p>Compliance in progress. As per the records produced, the PP is undertaking well water quality and depth monitoring across 05 stations in the neighboring villages (Bicholim, Lamgao, Mulgao, Pilgao and Mayem) on a monthly basis. Upon a random examination of the records, the following were noted:</p> <ul style="list-style-type: none"> • In the month of May 2025, the critical parameters like – pH, TDS, TSS, <i>E. coli</i>, Total Coliform and water levels reported across these wells ranged from - 5.47 to 5.92, 20 to 96 mg/L, 2 to 7.2 mg/L, Not detected in 100 ml, Not detected in 100 ml, 4.6 to 7.8 m, respectively. • Similarly, in the month of June 2025, these critical parameters – pH, TDS, TSS, <i>E. coli</i>, Total Coliform and water levels reported across these wells ranged from - 4.9 to 5.85, 24 to 86 mg/L, 2 to 5.2 mg/L, Not detected in 100 ml, Not detected in 100 ml, 4.1 to 7.8 m, respectively. <p>Thus, the reported pH levels in the well water during this period were found to be acidic [as per the BIS drinking water specification (https://cpcb.nic.in/wqm/BIS Drinking Water Specification .pdf)]. The Goa SPCB may further ascertain the status of compliance with the prescribed standards. Further, PP had presented copy of the peizometer purchase order placed vide PO No. 7100041648 dated 20.08.2025 to M/s Jinharsh Industrial Solutions Pvt. Ltd., Goa.</p>
3.3	<p>The Project Proponent shall undertake regular monitoring of natural water course/ water resources/ springs and perennial nallahs existing/ flowing in and around the mine lease including upstream and downstream. Sufficient number of gullies shall be provided at</p>	<p><i>There is no water bodies/course flowing in the lease. Assonora river touching lease boundary in the NE direction at one point. Bicholim river is at a arial distance of 0.23km SE from mine lease. Regular monitoring of upstream and down stream is being carried out. Report submitted. The storm water management plan is prepared, and surface runoff water is properly</i></p>	<p>Being complied. PP undertakes monitoring of the river (Bicholim and Asnora Rivers) water flowing around the ML area. Garland drains and settling ponds are also at place. PP has provided monitoring reports of water quality from 3 mine water discharge points and from the upstreams and downstreams of Bicholim and Asnora rivers. PP has engaged M/s Environmental Laboratory (informed to be a MoEFCC/ CPCB recognized laboratory in Bangalore) to analyse the water samples on a monthly basis. Upon a random examination of the reported water quality parameters following were noted:</p>



	<p>appropriate places within the lease for management of water. The parameters to be monitored shall include their water quality vis-à-vis suitability for usage as per CPCB criteria and flow rate. It shall be ensured that no obstruction and/ or alteration be made to water bodies during mining operations without justification and prior approval of MoEFCC. The monitoring of water courses/bodies existing in lease area shall be carried out four times in a year viz. pre- monsoon (April May), monsoon (August), post-monsoon (November) and winter (January) and the record of monitored data may be sent regularly to Ministry of Environment, Forest and Climate Change and its Regional Office, Central Ground Water Authority and Regional Director, Central Ground Water Board, State Pollution Control Board and Central Pollution Control Board. Clearly showing the trend analysis on six-monthly basis.</p>	<p><i>channelized into settling ponds, through trenches/garland drains</i></p> <p><i>Monitoring is carried out for the parameters as specified by GSPCB.</i></p> <p><i>There is no water courses/spring flowing within mine lease</i></p>	<ul style="list-style-type: none"> • In the month of May 2025, the critical parameters like – pH, TDS, TSS, BOD, COD, DO and oil & grease levels reported across the 3 mine water discharge points ranged from - 5.8 to 6.92, 18 to 64 mg/L, 10 to 35 mg/L, <0.3 mg/L, 13 to 18 mg/L, 5.6 to 5.8 mg/L and <1.0 mg/L, respectively. • In the month of June 2025, the critical parameters like – pH, TDS, TSS, BOD, COD, DO and oil & grease levels reported across the 3 mine water discharge points ranged from - 5.9 to 6.65, 20 to 42 mg/L, 20 to 40 mg/L, <0.3 mg/L, 16 to 18 mg/L, 5.2 to 5.8 mg/L and <1.0 mg/L, respectively. • In the months of May-June 2025, the critical parameters like – pH, TDS, TSS, BOD, COD, DO and oil & grease levels reported from the upstream of the Bicholim River ranged from - 5.6 to 6.25, 28 mg/L, 40 to 70 mg/L, <0.3 mg/L, 18 to 19 mg/L, 5.7 to 5.8 mg/L and <1.0 mg/L, respectively. • In the months of May-June 2025, the critical parameters like – pH, TDS, TSS, BOD, COD, DO and oil & grease levels reported from the downstream of the Bicholim River ranged from - 6.32 to 6.35, 34 to 54 mg/L, 60 to 65 mg/L, <0.3 mg/L, 21 to 24 mg/L, 5.6 to 5.7 mg/L and <1.0 mg/L, respectively. • In the months of May-June 2025, the critical parameters like – pH, TDS, TSS, BOD, COD, DO and oil & grease levels reported from the upstream of the Asnora River ranged from - 6.36 to 6.48, 32 to 38 mg/L, 24 to 80 mg/L, <0.3 mg/L, 16 to 20 mg/L, 5.8 mg/L and <1.0 mg/L, respectively. • In the months of May-June 2025, the critical parameters like – pH, TDS, TSS, BOD, COD, DO and oil & grease levels reported from the downstream of the Asnora River ranged from - 6.58 to 7.4, 52 to 60 mg/L, 10 to 100 mg/L, <0.3 mg/L, 26 to 515 mg/L, 5.6 to 5.7 mg/L and <1.0 mg/L, respectively. <p>Thus, the reported levels of the parameters in the mine discharge water are meeting the norms [as per the Schedule – VI, Rule 3A – General Standards for discharge of environmental pollutants part – A: Effluents (The EP Rules, 1986, www.cpcb.nic.in/GeneralStandards.pdf)].</p>
3.4	Quality of polluted water generated	<i>The mine discharge water is being monitored for said parameters.</i>	

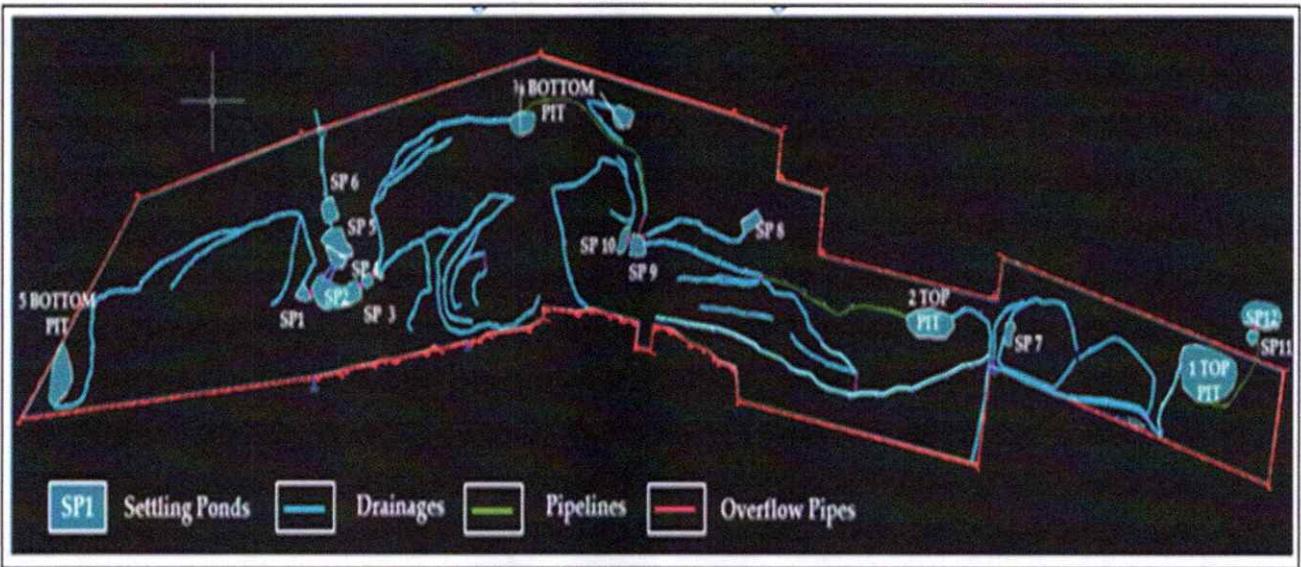


<p>from mining operations which include Chemical Oxygen Demand (COD) in mines run-off; acid mine drainage and metal contamination in runoff shall be monitored along with Total Suspended Solids (TDS), Dissolved Oxygen (DO), pH and Total Suspended Solids (TSS). The monitored data shall be uploaded on the website of the company as well as displayed at the project site in public domain, on a display board, at a suitable location near the main gate of the Company. The circular No. J-20012/1/2006-IA.II (M) dated 27.05.2009 issued by Ministry of Environment, Forest and Climate Change may also be referred in this regard.</p>	<p><i>The monitored data is uploaded in company website and on online display board near mine gate of the company.</i></p> <p><i>Company website – https://sesagoaironore.com/sustainability/hse/environment-reports/</i></p>	<p>However, the pH levels in the upstream and downstream stations of the Bicholim River during this period were found to be slightly acidic [as per the MoEF Notification dated 25.09.2000, ‘Primary water quality criteria for bathing water’ (www.cpcb.nic.in/wqm/Primary_Water_Quality_Criteria)]. Also, the COD levels in the downstream station of the Asnora River were comparatively higher. The Goa SPCB may further ascertain the status of compliance with the prescribed standards.</p>
<p>3.5 Project Proponent shall plan, develop and implement rainwater harvesting measures on long term basis to augment ground water resources in the area in consultation with Central Ground Water Board/ State Groundwater Department. A report on amount of water recharged needs to be submitted to</p>	<p><i>The rainwater is channelised through trenches, drains and harvested in to the mine pit. This helps in rain water harvesting and ground water recharging. Most of the water requirement on mines is met through the harvested rainwater.</i></p>	<p>Being complied. Arrangements are at place for the harvesting of rainwater. The PP has, further, provided the following details:</p>

J. Kallachary 30

Regional Office
MoEFCC annually

Rainwater harvesting FY 24-25			
Pit	Catchment Area (Ha)	Rainfall in m for the period	Rain Water harvested (m3)
1 Top	40	5.28	633264
2 Top	28	5.28	443285
3/4 Bottom	20	5.28	316632
5 top	40	5.28	633264
5 CB	11	5.28	174148
		Total	2200592



3.
6

Industrial waste water (workshop and waste water from the mine) should be properly collected and treated so as to conform to the notified standards prescribed from time to time. The standards shall be prescribed through Consent to Operate (CTO) issued by concerned State Pollution Control Board (SPCB). The workshop effluent shall be treated after its initial passage through

Oil and grease trap is provided for treatment of Waste water generated from vehicle washing, clear water is then recirculated and reused.

Surface run off water from mines is diverted to the settling ponds through garland drains, treated with lime and magnasol and clear water is discharged, conforming to the notified standards prescribed in the CTO.

Being complied.

Wastewater generated due to vehicle washing/cleaning is treated in a settling chamber with an oil/ grease trap. The clear water is reused in the process.

[Handwritten signature]

	Oil and grease trap.																		
3. 7	The water balance/water auditing shall be carried out and measure for reducing the consumption of water shall be taken up and reported to the Regional Office of the MoEF&CC and State Pollution Control Board/Committee.	<p><i>Water Balance is prepared and submitted to Regional office MoEF & CC and Goa SPCB.</i></p> <p><i>Rainwater harvested in mine pits are used for dust suppression and road washing.</i></p> <p><i>PWD and bore well water is used for domestic purpose.</i></p>	<p>Refer below.</p> <p>PP has provided the following details:</p> <p>Water Balance</p> <table border="1" data-bbox="895 259 1431 748"> <thead> <tr> <th>Purpose</th> <th>QTY (KLD)</th> <th>Source</th> </tr> </thead> <tbody> <tr> <td>Dust Suppression</td> <td>600</td> <td rowspan="3">Rain water harvested in mine pit</td> </tr> <tr> <td>Green Belt</td> <td>20</td> </tr> <tr> <td>Vehicle Washing</td> <td>8</td> </tr> <tr> <td>Domestic</td> <td>36</td> <td>Bore Well</td> </tr> <tr> <td>Total</td> <td>664</td> <td></td> </tr> </tbody> </table> <p>Further, it was informed that they have taken up the measures like adoption of dry wheel wash (rumbler system) facility, reuse of treated vehicle wash water, etc. to reduce water consumption.</p>	Purpose	QTY (KLD)	Source	Dust Suppression	600	Rain water harvested in mine pit	Green Belt	20	Vehicle Washing	8	Domestic	36	Bore Well	Total	664	
Purpose	QTY (KLD)	Source																	
Dust Suppression	600	Rain water harvested in mine pit																	
Green Belt	20																		
Vehicle Washing	8																		
Domestic	36	Bore Well																	
Total	664																		
4. 1	The peak particle velocity at 500m distance or within the nearest habitation, whichever is closer shall be monitored periodically as per applicable DGMS guidelines.	<i>Not applicable.</i>	As informed, there is no blasting involved in the project.																
4. 2	The illumination and sound at night at project sites disturb the villages in respect of both human and animal population. Consequent sleeping disorders and stress may affect the health in the villages located close to mining operations. Habitations have a right for darkness and minimal noise levels at night. PPs must ensure that the biological clock of the	<p><i>No drilling and blasting is carried out</i></p> <p><i>The floodlights/ masks are oriented away from the villages and the noise levels are kept well within the prescribed limits for day /night hours.</i></p> <p><i>Thick vegetation is maintained towards habitation. More than 50m safety zone green belt is kept all along the habitation. Green belt developed acts as an acoustic barrier.</i></p>	<p>Being complied.</p> <p>PP informed that no mining and related activities are undertaken in the night hours. The project does not involve blasting activities. Workers were seen in the PPE kits. Noise levels are monitored on a regular basis and records are maintained.</p> <p>Further, it was informed that floodlights are always oriented away from the villages and safety zone is maintained around the habitations. The local authorities (GSPCB) may further ascertain the status of compliance in this regard.</p>																



	villages is not disturbed; by orienting the floodlights/ masks away from the villagers and keeping the noise levels well within the prescribed limits for day /night hours.		
4.3	The Project Proponent shall take measures for control of noise levels below 85 dBA in the work environment. The workers engaged in operations of HEMM, etc. should be provided with ear plugs /muffs. All personnel including laborers working in dusty areas shall be provided with protective respiratory devices along with adequate training, awareness and information on safety and health aspects. The PP shall be held responsible in case it has been found that workers/ personals/ laborers are working without personal protective equipment.	<p><i>All the necessary measure (as per EIA) to control of noise levels below 85 dBA in the work environment are implemented.</i></p> <p><i>No drilling and Blasting. Development greenbelt along mine boundary, Screening plant area and along the haulage road. Safety buffer / green belt of around 50m are maintained towards habitation. Imposing Speed limit and proper maintenance of roads and machineries. All the HEMM are provided with air conditioned and noise proof cabins. Acoustic enclosures are provided to noise making equipment like DG sets. Possibility of using Polyurathane liners for feed chutes of primary and secondary crusher. All employees are provided with necessary protective respiratory masks, ear plugs/muffs along with adequate training, awareness and information on safety and health aspects.</i></p> <p><i>Regular monitoring of noise levels will be carried out in core and buffer zone.</i></p>	<p>Being complied.</p> <p>PP undertakes monitoring of the noise levels across 4 stations in the core zone and 05 in the buffer zone, on a monthly basis. Upon a random examination of the records produced, following were noted:</p> <ul style="list-style-type: none"> • In the month of April 2025, the noise levels in the core zone ranged from 38 to 81 dB(A) during the daytime and from 36 to 66 dB(A) during the nighttime. Across the stations in the buffer zone, the noise levels ranged from 35 to 58 dB(A) during the daytime and from 33.8 to 48 dB(A) during the nighttime. • Similarly, in the month of May 2025, the noise levels in the core zone ranged from 40 to 82.1 dB(A) during the daytime and from 36 to 67 dB(A) during the nighttime. Across the stations in the buffer zone, the noise levels ranged from 36 to 58.3 dB(A) during the daytime and from 34 to 47.5 dB(A) during the nighttime. <p>Further, during the site inspection, the workers were noticed wearing PPE kits including ear plugs and mask.</p>
5.1	The Project Proponent shall adhere to approved mining plan, inter alia, including, total excavation (quantum of mineral, waste, over burden, inter burden and top soil etc.); mining	<i>Mining is carried out as per approved mining plan.</i>	<p>Refer below.</p> <p>PP displayed copy of the approved mining plan. It was intimated that mining is carried out at par with the approved mining plan. The IBM/ DGM-Goa may further ascertain the status of compliance in this regard. During the site inspection, however, it was noted that PP is maintaining the OB dumps, dump reclamation/ stabilization activities are in progress, etc.</p>



	technology; lease area; scope of working (method of mining, overburden & dump management, O.B& dump mining, mineral transportation mode, ultimate depth of mining, concurrent reclamation and reclamation at mine closure; land-use of the mine lease area at various stages of mining scheme as well as at the end-of-life; etc.).		
5.2	The land-use of the mine lease area at various stages of mining scheme as well as at the end-of life shall be governed as per the approved Mining Plan. The excavation vis-à-vis backfilling in the mine lease area and corresponding afforestation to be raised in the reclaimed area shall be governed as per approved mining plan. PP shall ensure the monitoring and management of rehabilitated areas until the vegetation becomes self-sustaining. The compliance status shall be submitted half-yearly to the MoEFCC and its concerned Regional Office.	<p><i>Land-use of the mine lease area at various stages of mining scheme as well as at the end-of- life is governed as per the approved Mining Plan</i></p> <p><i>The excavation vis-à-vis backfilling in the mine lease area and corresponding afforestation to be raised in the reclaimed area is being governed as per approved mining plan.</i></p> <p><i>Aftercare will be provided to the saplings so as to achieve maximum survival rate</i></p>	<p>Refer below.</p> <p>Applicable at a later stage of mining. However, during this site inspection, it was noted that the finalized dumps have been covered with laterite and geotextile mats are being spread and saplings are being planted over it. The IBM/ DGM-Goa may further ascertain the status of compliance in this regard.</p>
6.1	The Overburden (O.B.), waste and topsoil generated	<i>Overburden stacking is carried out at earmarked sites within the mine lease area as per the</i>	



	<p>during the mining operations shall be stacked at earmarked OB dump site(s) only and it should not be kept active for a long period of time. The physical parameters of the OB / waste dumps / topsoil dump like height, width and angle of slope shall be governed as per the approved Mining Plan and the guidelines/circulars issued by D.G.M.S. The topsoil shall be used for land reclamation and plantation.</p>	<p><i>approved Mining Plan and the guidelines/circulars issued by D.G.M.S.</i></p> <p><i>The finalized dumps are covered with laterite and then with geotextile mat, applied grass seeds and afforestation is done with native fruit bearing saplings, to maintain the slope stability prevent erosion and surface run off.</i></p> <p><i>Entire area proposed for mine working is broken up. no top soil is available</i></p>	
<p>6.2</p>	<p>The slope of dumps shall be vegetated in scientific manner with suitable native species to maintain the slope stability, prevent erosion and surface run off. The selection of local species regulates local climatic parameters and help in adaptation of plant species to the microclimate. The gullies formed on slopes should be adequately taken care of as it impacts the overall stability of dumps. The dump mass should be consolidated with the help of dozer/ compactors thereby ensuring proper filling/ leveling of dump mass. In critical</p>	<p><i>Slope of finalized dumps are levelled and covered with laterite material, and then covered with Geotextile sprinkled with grass seeds to stabilize the dump slopes and prevent slope failure.</i></p> <p><i>Plantation is carried out with native and fruit bearing species, on the geotextile laid dump</i></p> <p><i>The gullies formed on slopes are adequately taken care of as it impacts the overall stability of dumps.</i></p>	<p>Compliance in progress.</p> <p>During this site inspection, it was noted that the slopes of the finalized dumps have been covered with laterite and geotextile mats are being spread and saplings are being planted over it. Gullies are managed by the PP. The IBM/ DGM-Goa may further ascertain the status of compliance in this regard.</p>

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	areas, use of geo textiles/ geo-membranes / clay liners / Bentonite etc. shall be undertaken for stabilization of the dump.		
6.3	<p>Catch drains, settling tanks and siltation ponds of appropriate size shall be constructed around the mine working, mineral yards and Top Soil/OB/Waste dumps to prevent run off of water and flow of sediments directly into the water bodies (Nallah/ River/ Pond etc.). The collected water should be utilized for watering the mine area, roads, green belt development, plantation etc. The drains/ sedimentation sumps etc. shall be de-silted regularly, particularly after monsoon season, and maintained properly.</p>	<p><i>Catch drains, settling tanks and siltation ponds of appropriate size has been constructed around the mine. The runoff water is channelized properly in to garland drains and then to the settling ponds.</i></p> <p><i>The harvested rainwater is utilized for dust suppression, green belt development, plantation etc.</i></p> <p><i>The drains and settling ponds are de silted every year before the onset of the monsoon.</i></p>	<p>Complying with. Catch drains, check dams, settling/ siltation ponds are in place to prevent run off water and flow of sediments directly into the water bodies. As informed, the collected water being utilized for dust suppression, green belt development, etc. Moreover, it was noted that the drains are connected to series of settling ponds. It was also informed that the drains/ sedimentation ponds are de-silted regularly and maintained. The IBM/ DGM-Goa/ GSPCB may further ascertain the adequacy of the arrangements in this regard.</p>
6.4	<p>Check dams of appropriate size, gradient and length shall be constructed around mine pit and OB dumps to prevent storm run-off and sediment flow into adjoining water bodies. A safety margin of 50% shall be kept for designing of sump structures over and above peak rainfall (based on 50 years</p>	<p><i>The water from the settling pits is passed through a series of filter beds where finer particles get arrested such that storm run-off and sediment flow into adjoining water bodies.</i></p> <p><i>Adequate safety margin is kept considering maximum rainfall and discharge in the mine and its adjoining area which shall also help in providing adequate retention time period thereby allowing proper settling of sediments/ silt material.</i></p>	

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	<p>data) and maximum discharge in the mine and its adjoining area which shall also help in providing adequate retention time period thereby allowing proper settling of sediments/ silt material. The sedimentation pits/ sumps shall be constructed at the corners of the garland drains.</p>		
7.1	<p>No Transportation of the minerals shall be allowed in case of roads passing through villages/ habitations. In such cases, PP shall construct a 'bypass' road for the purpose of transportation of the minerals leaving an adequate gap (say at least 200 meters) so that the adverse impact of sound and dust along with chances of accidents could be mitigated. All costs resulting from widening and strengthening of existing public road network shall be borne by the PP in consultation with nodal State Govt. Department. Transportation of minerals through road movement in case of existing village/ rural roads shall be allowed in consultation with nodal State Govt.</p>	<p><i>Iron ore transportation road does not pass through any villages/habitation. Most of the road used for transportation is passing through mine lease and company owned land. The total travel distance upto Jetty is 8 kms (4.54 km dedicated road and 0.94 km MDR -20 Public Road). However transportation route mentioned in EC was blocked by certain individuals (mostly led by ex-workmen of the erstwhile mining leaseholder Sesa Mining Corporation Ltd.) over certain land parcels in November, 2024. On account of this blockade & obstruction, company approached Authorities seeking support and was allowed usage of the extended stretch of Major District Road-20 (MDR-20) upto an extent of 0.8 kms to carry out iron ore transportation from Bicholim mine to Sarmanus Jetty. Inter Department Committee (comprising of Dy. Collector, Officials from Directorate of Mines & Geology, Goa State Pollution Control Board, Public Works Department, Addnl. Director of Transport, Traffic Cell, Bicholim and Police Inspector, Bicholim) took</i></p>	<p>Refer below. The originally proposed transportation route, from the mine to the Sarmanas jetty, is not in use at present. Instead, the PP is undertaking ore transportation through a deviated route (via NBP-B gate) due to a road blockage by some villagers. The PP had sought approval in this regard from the DMG-Goa, which was permitted by the State Government (transit permit issued). The GSPCB granted CTO-renewal to the project with a condition that if the unit proposes for any deviation in the existing transportation route, they shall provide wheel washing facility/ rumbler system (cattle trap) for the ore transportation vehicles at the exit point of the mine prior to entering the public road and should obtain prior permissions from all concerned authorities to carry out ore transportation. During the inspection it was noticed that the PP has provided at least 02 rumbler systems (cattle trap). Also, no habitations immediately on either side along the deviated transportation route (from NBP-B gate till Matwada Junction) was noticed during the site visit. Further, the PP has installed online noise monitoring and AAQ monitoring stations along the transportation road (presently under repair, as informed by the PP). The PP has hot mixed this new internal transportation route (300 m approx.). A road sweeping machine and mobile water sprinkling tankers are in place. PP also presented copies of the PUC-Certificates in respect of the transportation vehicles. The AAQ and noise level monitoring</p>

	<p>Department only after required strengthening such that the carrying capacity of roads is increased to handle the traffic load. The pollution due to transportation load on the environment will be effectively controlled and water sprinkling will also be done regularly. Vehicular emissions shall be kept under control and regularly monitored. Project should obtain Pollution Under Control (PUC) certificate for all the vehicles from authorized pollution testing centers. [If applicable in case of road transport].</p>	<p><i>cognizance of this blockade/ obstruction & conducted site visit. The Committee recommended extended usage of public road MDR-20 by 0.8 kms with certain conditions/ safeguards ex. avoiding congestion, deployment of traffic marshals etc. The transportation is not carried out on other transportation route rather company is using extended stretch of the same public road MDR-20 which has been appraised to the EAC and was part of the consultation process for grant of Environment Clearance for Bicholim Mineral Block. There is no habitation along the extended stretch of 0.8 kms allowed to be used by Vedanta Ltd. for iron ore transportation.</i></p>	<p>reports, as produced by the PP (December 2024 to June 2025), were found to meet the prescribed standards. Further, based on the records produced, the PP had communicated vide letter dated 13.12.2024 to the Ministry about the proposed deviation (interim) in the transportation route and intimated about the permission obtained from the DMG-Goa, in this regard. Moreover, in compliance with the Order passed (dated 17.06.2025) by the Hon'ble NGT (WZ) in the OA No. 65/2025, a joint inspection was conducted on 15.07.2025 by a committee comprising of members from GSPCB (nodal agency), DMG-Goa and RO-Bangalore, MoEF&CC and a factual report was submitted (enclosed as Annexure 3) to the Hon'ble Tribunal. The matter is therefore under judicial consideration.</p>
<p>7. 2</p>	<p>The Main haulage road within the mine lease should be provided with a permanent water sprinkling arrangement for dust suppression. Other roads within the mine lease should be wetted regularly with tanker-mounted water sprinkling system. The other areas of dust generation like crushing zone, material transfer points, material yards etc. should invariably be provided with dust suppression arrangements. The air pollution</p>	<p><i>Dust suppression on mines is done through water tankers and this activity is carried out by local stake holders. The local stake holder are restricting this initiative as it will impact their livelihood. However company has explored the feasibility for permanent sprinklers Designing of Permanent water sprinkling arrangement is in progress.</i></p> <p><i>Other roads within the mine lease are wetted regularly with tanker-mounted water sprinkling system.</i></p> <p><i>There is no fixed crushing plant at the mine. Goa Iron Ore is having inherent moisture content of approx. 12 % due to which there</i></p>	<p>Compliance in progress. During the site inspection, it was informed that variants of available (in the market) permanent water sprinklers are being examined by the PP for their suitability for installation along the road. PP had displayed the sprinkler systems that they have procured as part of this exercise. Meanwhile mobile water tankers and a road sweeping machine have been deployed for dust suppression. Further, the PP is monitoring the fugitive emission and maintaining the records.</p>

Shalubhaya

	control equipments like bag filters, vacuum suction hoods, dry fogging system etc. shall be installed at Crushers, belt-conveyors and other areas prone to air pollution. The belt conveyor should be fully covered to avoid generation of dust while transportation. PP shall take necessary measures to avoid generation of fugitive dust emissions.	<p><i>is no generation of dust while ore handling, however continuous dust suppression is carried out through water tankers</i></p> <p><i>Ore transportation is done through tippers, by road.</i></p>	
8.1	The Project Proponent shall develop greenbelt in 7.5 m wide safety zone all along the mine lease boundary as per the guidelines of CPCB in order to arrest pollution emanating from mining operations within the lease. The whole Green belt shall be developed within first 5 years starting from windward side of the active mining area. The development of greenbelt shall be governed as per the EC granted by the Ministry irrespective of the stipulation made in approved mine plan.	<i>There already exist a 7.5 green belt in the mine lease, The same are being strengthened and maintained.</i>	<p>Compliance in progress.</p> <p>During the site inspection, it was noted that the PP is developing greenbelt along the safety zone. The concerned authority (IBM/ DMG-Goa) may further ascertain the exact extent of the safety zone that is being maintained all along the mine lease boundary as per the applicable guidelines.</p>
9.1	The Project Proponent shall carryout plantation/afforestation in	<i>Plantation is being carried out in backfilled final dumps and safety belt with native species in consultation with State Forest Department.</i>	<p>Compliance in progress.</p> <p>During the site inspection, it was noted that PP is carrying out plantation/afforestation in backfilled final dumps and safety zone with fruit bearing tree species</p>



	<p>backfilled and reclaimed area of mining lease, around water body, along the roadsides, in community areas etc. by planting the native species in consultation with the State Forest Department/ Agriculture Department/ Rural development department/ Tribal Welfare Department/ Gram Panchayat such that only those species be selected which are of use to the local people. The CPCB guidelines in this respect shall also be adhered. The density of the trees should be around 2500 saplings per Hectare. Adequate budgetary provision shall be made for protection and care of trees.</p>	<p><i>After care for the plantations will be done and adequate budgetary provision are made.</i></p>	<p>including mango, jambul etc.</p>
<p>9.2</p>	<p>The Project Proponent shall make necessary alternative arrangements for livestock feed by developing grazing land with a view to compensate those areas which are coming within the mine lease. The development of such grazing land shall be done in consultation with the State Government. In this regard, Project Proponent should essentially</p>	<p><i>There are no grazing land within mine lease.</i></p>	<p>Refer below. As informed, no grazing land is originally part of this ML area. The terrain is predominantly hilly with tall trees and dense vegetation.</p>

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	implement the directions of the Hon'ble Supreme Court with regard to acquisition of grazing land. The sparse trees on such grazing ground, which provide mid-day shelter from the scorching sun, should be scrupulously guarded/ protected against felling and plantation of such trees should be promoted.		
10 .1	Project Proponent shall make provision for the housing for workers/ labors or shall construct labor camps within/ outside (company owned land) with necessary basic infrastructure/ facilities like fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, crèche for kids etc. The housing may be provided in the form of temporary structures which can be removed after the completion of the project related infrastructure. The domestic waste water should be treated with STP in order to avoid contamination of underground water	<i>Not applicable</i>	Refer below. The mine is in operation, and no major civil work (infrastructure development) was going on at the site during this inspection. No labor camp was seen within the site.
11 .1	The Project Proponent shall submit the time-	<i>Prepared and submitted the Time bound action plan along with the</i>	Complying with. Submitted to this office vide letter dated 30.05.2025.



	bound action plan to the concerned regional office of the Ministry within 6 months from the date of issuance of environmental clearance for undertaking the activities committed during public consultation by the project proponent and as discussed by the EAC, in terms of the provisions of the MoEF&CC Office Memorandum No.22-65/2017-IA.III dated 30 September, 2020. The action plan shall be implemented within three years of commencement of the project	<i>compliance report in the month of May 24.</i>	
12 .1	The Project Proponent shall prepare digital map (land use & land cover) of the entire lease area once in five years purpose of monitoring land use pattern and submit a report to concerned Regional Office of the MoEF&CC.	<i>Complying with.</i>	Refer below. PP intimated to have prepared and submitted a digital map (land use & land cover) of the entire lease area to the IBM for necessary approval. It was further informed that they will repeat the exercise within the stipulated 5 year's period and submit a report to this office.
12 .2	The Project Authorities should inform to the Regional Office regarding date of financial closures and final approval of the project by the concerned authorities and the date of start of land development work.	<i>PP agreed upon</i>	Mining activity started on 26/04/2024 (as reported by the PP).
12 .3	The Project Proponent shall submit six monthly	<i>Complying with</i>	Being complied. Latest was received through email dated 30.05.2025.



	compliance reports on the status of the implementation of the stipulated environmental safeguards to the MOEFCC & its concerned Regional Office, Central Pollution Control Board and State Pollution Control Board.		
12.4	A separate 'Environmental Management Cell' with suitable qualified manpower should be set-up under the control of a Senior Executive. The Senior Executive shall directly report to Head of the Organization. Adequate number of qualified Environmental Scientists and Mining Engineers shall be appointed and submit a report to RO, MoEF&CC	<i>A dedicated environment management cell is available at Bicholim mine which is headed by Mr. Kameshwara Sriharsha (Head HSE, Mining Engineer), and team members include Ms. Sneha Sawant (Assistant Manager-Environment), Mr. Sukumar P (Assistant Manager-Environment), Dr. Sunny Sarkar (Resident Doctor), Mr. Mukilan K (Safety Officer). The Environment team reports to Mr. Dhirajkumar Jagdish (Business Head – Goa Mining) and functionally reports to Mr. Jagdish Desai (Head ESG – Sesa Goa Iron Ore Business)</i>	Complying with. A four-membered cell reporting to the HSE-Head, has been constituted. PP maintains records of meetings.
12.5	The concerned Regional Office of the MoEF&CC shall randomly monitor compliance of the stipulated conditions. The project authorities should extend full cooperation to the MoEF&CC officer(s) by furnishing the requisite data / information / monitoring reports.	<i>PP agreed upon</i>	Necessary support extended during the site inspection.
12.6	In pursuant to Ministry's O.M No 22-34/2018-IA.III dated 16.01.2020 to comply with the direction made by	<i>PP agreed upon</i>	May be applicable at a later stage of mining.



	Hon'ble Supreme Court on 8.01.2020 in W.P. (Civil) No 114/2014 in the matter Common Cause vs Union of India, the mining lease holder shall after ceasing mining operations, undertake regrassing the mining area and any other area which may have been disturbed due to other mining activities and restore the land to a condition which is fit for growth of fodder, flora, fauna etc.		
12 .7	The Ministry or any other competent authority may alter/modify the above conditions or stipulate any further condition in the interest of environment protection.	<i>PP Agreed upon</i>	PP is aware of the condition.
12 .8	Concealing factual data failure to comply with any or submission of false/ fabricated data and of the conditions mentioned above may result in withdrawal of this clearance and attract action under the provisions of Environment (Protection) Act, 1986.	<i>PP Agreed upon</i>	PP is aware of the condition.
12 .9	The above conditions will be enforced inter-alia, under the provisions of the Water (Prevention & Control of	<i>PP agreed upon</i>	PP is aware of the condition. The GSPCB has granted CTO to this project.



	<p>Pollution) Act, 1974, the Air (Prevention & Control of Pollution) Act, 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 Supreme Court of India/High Court and any other Court of Law relating to the subject matter.</p>		
12 .1 0	<p>Any appeal against this environmental clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.</p>	<i>Noted</i>	PP is aware of the condition.

Additional information in respect of the transportation route

The originally proposed transportation route, from the mine to the Sarmanas jetty, is not in use at present. Instead, the PP is undertaking ore transportation through a deviated route (via NBP-B gate) due to a road blockage by some villagers.

- The PP had sought approval in this regard from the DMG-Goa, which was permitted by the State Government (transit permit issued).
- The GSPCB granted CTO-renewal to the project with a condition that if the unit proposes for any deviation in the existing transportation route, they shall provide wheel washing facility/ rumbler system (cattle trap) for the ore transportation vehicles at the exit point of the mine prior to entering the public road and should obtain prior permissions from all concerned authorities to carry out ore transportation. During the inspection it was noticed that the PP has provided at least 02 rumbler systems (cattle trap).
- No habitations immediately on either side along the deviated transportation route (from NBP-B gate till Matwada Junction) was noticed during the site visit. Further, the PP has installed online noise monitoring and AAQ monitoring stations along the transportation road (presently under repair, as informed by the PP). The PP has hot mixed this new internal transportation route (300 m approx.). A road sweeping machine and mobile water sprinkling tankers are in place. PP also presented copies of the PUC-Certificates in respect of the transportation vehicles.
- The AAQ and noise level monitoring reports, as produced by the PP (December 2024 to June

[Signature]

2025), were found to meet the prescribed standards.

- Further, based on the records produced, the PP had communicated vide letter dated 13.12.2024 to the Ministry about the proposed deviation (interim) in the transportation route and intimated about the permission obtained from the DMG-Goa, in this regard.
- Moreover, in compliance with the Order passed (dated 17.06.2025) by the Hon'ble NGT (WZ) in the OA No. 65/2025, a joint inspection was conducted on 15.07.2025 by a committee comprising of members from GSPCB (nodal agency), DMG-Goa and RO-Bangalore, MoEF&CC and a factual report was submitted (enclosed as Annexure 3) to the Hon'ble Tribunal. The matter is therefore under judicial consideration.



Signature of the Inspecting Officer

Photographs taken during this site inspection



Fig. Digital display of environmental quality parameters at the gate.

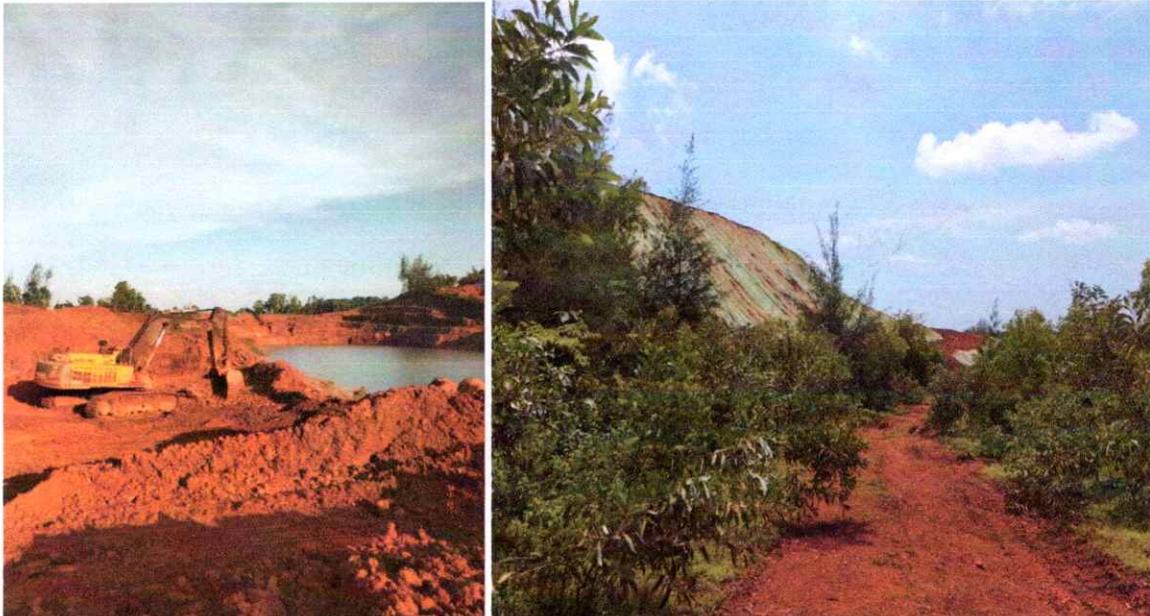


Fig. Mine pit and a dump slope covered with coir geotextile.





Fig. Glimpse of the laboratory setup and nursery facility available at the site.

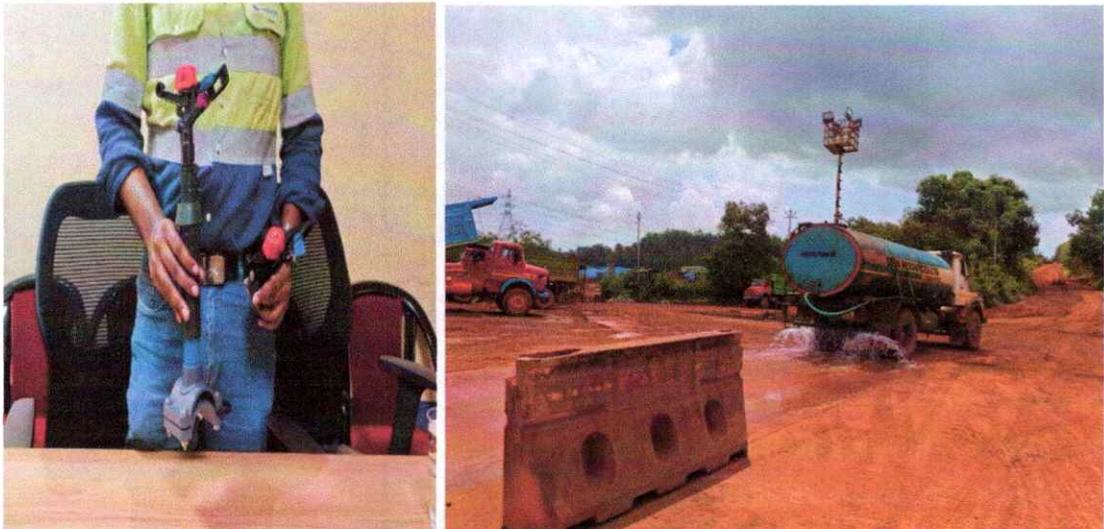


Fig. The sprinkler nozzle device (yet to be fixed) and a mobile water sprinkler.



J. R. Chatterjee

Fig. Oil & grease trap at the vehicle cleaning area.



Fig. Blocked road.

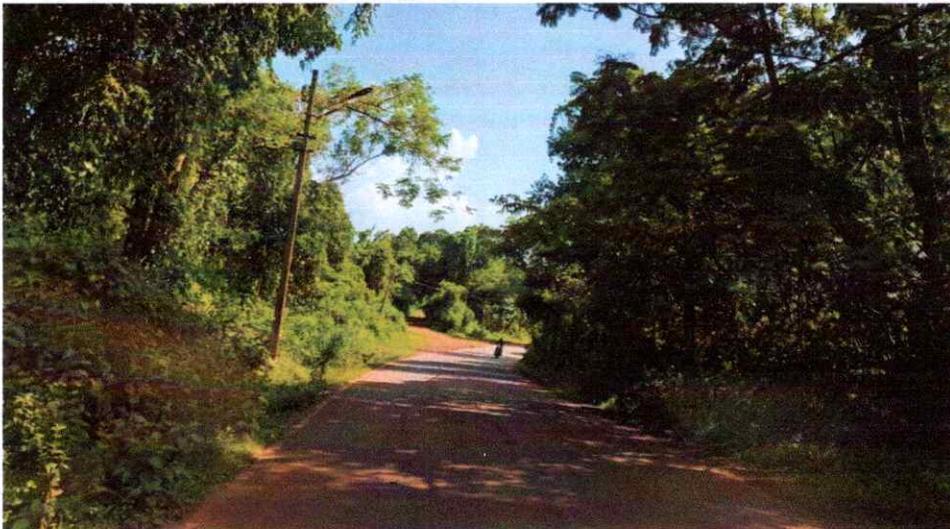


Fig. Glimpse of the transportation road.



Fig. Check dam & a siltation pond.

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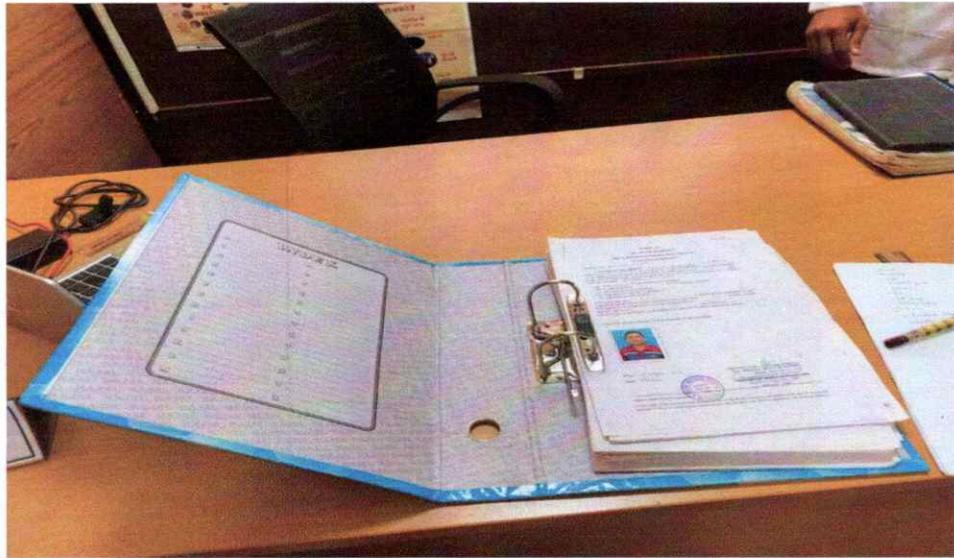


Fig. Medical report of the workers.



Fig. Medical centre at the site.



Fig. A CAAQM station.

J. Rattacharjoo



Fig. Iron ore stockyard.



Fig. Wheel wash (rumbler) system.

Signature of the inspecting officer
(Dr. Dola Bhattacharjee, Scientist 'B')
Dr. Dola Bhattacharjee
Scientist 'B'

MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE
Inter-Regional Office, Kendriya Sadan
Wing, 4th Floor, New Buildings, Bengaluru - 560 034.

Dated: 23.09.2025, RO-Bengaluru-MoEFCC.



IN THE HIGH COURT OF BOMBAY AT GOA

CIVIL WRIT PETITION NO.592 OF 2022

MSPL LIMITED

A company incorporated under the Indian Companies Act, 1956 having its registered office at Baldota Bhavan, 117, Maharashi Karve Road, Mumbai-400020 and its corporate office at Badota Enclave Abharaj Baldota Road, Hosapete 583203 Karnataka India represented herein by its authorised signatory Amarnath TS, age 45, in service, resident of A201, Second Floor, Krishnapriya Apartments, NC Colony, Hospete 583201, Karnataka, India.

...Petitioners

Versus

1. **The State of Goa,**
Through its Chief Secretary
Secretariat, Porvorim, Goa.
2. **The Director,**
Directorate of Mines and Geology,
Government of Goa,
Ground Floor of Institute of
Menezes Braganza, Panaji,
Goa.
3. **Union of India,**
through the Secretary
Ministry of Mines,
Shastri Bhawan,
Dr. Rajendra Prasad Road,
New Delhi, 110 001.
4. **Vedanta Limited**
Sesa Ghor, 20 EDC Complex,
Patto, Panaji-Goa
5. **Salgaokar Shipping Company Pvt. Ltd.**
Salgaocar Bhavan, Altinho Panaji- Goa.

**6. Rajaram Bandekar (Shirigao)**

Mines 6th Floor, 601 Dr. Ozler Forum
Near St. Andrews Church, Vasco-Goa.

7. Fomento resources Pvt. Ltd.

1st Floor, Kamat Metropolis-1,
Behind caculo Mall, St. Inez
Panaji-Goa.

...Respondents

Mr.Nitin N. Sardessai, Senior Advocate with Ms. Swati S. Kamat-Wagh and Mr. S. Sardessai, with Ms. Deepati Valvaikar Advocates for Petitioner.

Mr. D. Pangam, Advocate General with Mr. Deep Shirodkar, Additional Government Advocate for the Respondent Nos. 1 and 2.

Mr. Pravin Faldessai, Dy. Solicitor General of India with Mr. Raviraj Chodankar, Central Government Standing Counsel for the Respondent No.3.

Mr. S. S. Kantak, Senior Advocate with Mr. Preetam Talaulikar, Mr. A. Gosavi and Mr.Guruprasad Naik, Ms. Neha Kholkar, Ms. Saicha Dessai, Ms.Krupa Naik, Advocates for the Respondent No.4.

Mr. A. D. Bhohe with Ms. S. Shaikh & Ms. A. Fernandes, Advocate for Respondent No.5.

Mr. A. F. Diniz, Senior Advocate with Mr. Ryan Menezes, Ms. Gina Almeida, Mr. Nigel Fernandes and Ms. Stephanie C. Alvares, Advocates for the Respondent No.6.

Mr. Parag Rao with Mr. Ajay Menon, Mr. Akhil Parrikar, Ms. Soumya Drago, Advocates for the Respondent No.7.

**CORAM : PRAKASH D. NAIK &
BHARAT P. DESHPANDE, JJ.**

**RESERVED ON : 29th SEPTEMBER 2023
PRONOUNCED ON : 12th FEBRUARY 2024**

JUDGMENT: (PER PRAKASH D. NAIK, J.) :-



1. The petitioner has preferred the present Petition under Article 226 of the Constitution of India for following reliefs:-

(i) Strike down clause 1.3 of the tender document and clause 11(a) of the bid document to the extent it fails to disclose basic and essential facts such as approved mine plan, borehole data, exploration data, production data of the previous five years etc.

(ii) Quash and set aside e-auction process initiated by respondent No.1 and 2 pursuant to Notice Inviting Tender dated 30th September 2022 with respect to viz. Bicholim (Block-I), Sirigao-Mayem (Block-II), Monte De Sirigao (Block-III) and Kalay (Block-IV) mines.

(iii) Quash and set aside letter of intent (LOI) issued by the Respondent No.1 and 2 pursuant to declaration of Respondent Nos. 4 to 7 as preferred bidders with respect to respective viz. Bicholim (Block-I), Sirigao-Mayem (Block-II), Monte De Sirigao (Block-III) and Kalay (Block-IV) mines.

(iv) Quash and set aside any process initiated by Respondent No.1 and 2 pursuant to letter of intent (LOI) issued to Respondent Nos. 4 to 7 as preferred bidders with respect to respective viz. Bicholim (Block-I), Sirigao-Mayem (Block-II), Monte De Sirigao (Block-III) and Kalay (Block-IV) mines.

(v) In the alternative issue, direction to the Respondent to provide basic and essential data i.e. exploration data, borehole data, approved mine plan, etc. which it is duty bound to disclose the all bidders.



2. The Respondent Nos.1 and 2 filed Affidavit in reply dated 14th December 2022. The petitioner filed Affidavit in rejoinder on 26th December 2022. Respondent NO.6 filed Affidavit in reply on 21st April 2023. The respondent No.5 filed reply dated 7th June 2023. Thereafter, petitioner filed affidavit in rejoinder to replies of respondent Nos. 4, 5, 6 and 7 dated 21st June 2023 and Additional Affidavit in rejoinder dated 14th July 2023 to Affidavit of Respondent No. 1 and 2.

3. Respondent No.4 is preferred bidder in whose favour Respondent No.2 has issued letter of intent (for short "LOI") with respect to mining block viz. Bicholim (Block-I). Respondent No.5 is preferred bidder in whose favour Respondent No.2 has issued LOI with respect to Sirigao-Mayem (Block-II), Respondent No.6 is preferred bidder in whose favour Respondent No.2 has issued LOI relating to Monte De Sirigao (Block-III) and the Respondent No.7 is preferred bidder which has been issued LOI in respect to Kalay (Block-IV).

4. The Respondent No.2 issued Notice Inviting Tender (for short "NIT") dated 30th September 2022 inviting bids for grant of mining lease for iron ore. It was stated that, in exercise of powers conferred by Section 10(B) of the Mines and Minerals (Development and Regulation) Act, 1957 and in accordance with the Mineral (Auction) Rules, 2015, as amended from time



to time notified thereunder, the Government of Goa has identified four minerals blocks of iron ore mineral for electronic auction and invites tenders for the purposes of grant of mining lease. Accordingly, financial bids are invited in digital format only and technical bids are invited in digital and physical format from eligible bidders. Eligibility conditions, date and time for participating in the electronic auction are provided in the tender document. Detailed tender documents along with timelines, notifications, updates and other details for the e-auction process for the mineral blocks are available in electronic form only and can be downloaded from the website of MSTC Ltd. interested and eligible bidders can register themselves on the provided website. On successful registration, eligible bidders will obtain login ID and password necessary for participation in the e-auction process. Model tender document and mineral block summary are available free of cost on the website of MSTC Limited. The last date for purchase of tender document after payment of tender fee on website of e-auction platform provider is 15th November 2022 and the last date for submission of the bid is 21st November 2022. Corrigendum-1 dated 8th November 2022 to tender document for grant of mining lease for Iron Ore mineral was issued by Government of Goa.

5. Clause 1.3 of the tender document reads as under:-

“1.3. This Tender Document is neither an agreement nor an offer by the State Government to the prospective Bidders or any



other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in making their bids pursuant to this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by the State Government in relation to the mineral block. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender Document may not be appropriate for all persons, and it is not possible for the State Government, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in the Tender Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this Tender Document and obtain independent advice from appropriate sources.”.

6. Clause 11(a) of the bid cover letter is as under:-

“11. I/We have declare that:-

(a). I/We have examined and understood the Act, all Rules framed thereunder, the Tender Document and all documents referred therein including the Information Memorandum.”

7. Petition was heard on 23rd November 2022 for considering grant of interim relief. The prayer for grant of interim relief was declined. It was



observed that the last date of submission of the bids is 28th November 2022. The petition was filed on 22nd November 2022. The grievance relates to the NIT published on 30th September 2022 and the alleged lack of adequate information in the same. If the petitioners were serious about the information they press, they could have instituted the petition earlier. The NIT has atleast prima facie disclosed adequate information. General queries have been responded to. Over 50 applicants have evinced interest in the auction process and have not raised any grievance of lack of transparency or information. In determining and formulating the conditions of NIT, the State has sufficient freedom and the scope of judicial review is generally limited. No case of patent arbitrariness or lack of transparency is made out at this stage. The records of the petition indicate that voluminous responses have been furnished to the general queries concerning the tender document. All these responses are contained in Annexure E. Clause-4 of notice inviting tender deals with information about mineral block. There is a reference to the precise map of the mineral block identified, including geographical coordinates, revenue survey detail, demarcation using total station etc. and also a geological report of the mineral block specifying particulars and estimated mineral resources Iron Ore found in the identified mineral block determined under the Minerals (Evidence of Mineral Content) Rules, 2015. This clause refers to a separate information memorandum attached along with the tender document as



schedule-V. The petitioners ought to have placed schedule-V along with the memorandum of Petition. Any grant of interim relief at this stage will affect the auction schedule. The entire process might be derailed. The petitioner has not explained why the voluminous information supplied is inadequate. The petitioner did not place the complete information already provided along with the NIT on record. Interim relief was declined. The petitioner stated that the petitioner would participate in the auction process without prejudice to the rights and contentions raised in the petition. It was clarified that mere participation in the process would not prejudice the rights, if any, in this petition.

8. The petitioner participated in the auction process by submitting its bid. E-auction was conducted by respondent No.2 and list of preferred bidders was published by the ministry of Mines, Government of India. Liberty was granted vide order dated 7th February 2023 to the petitioner to amend the petition. Since the amendment involved addition of parties, notice was issued to newly impleaded parties.

9. Learned Senior Advocate Mr.Sardesai appearing for Petitioner submitted that, clause 1.3 of tender document and clause 11(a) of the bid cover letter is contrary to Rule 5 and 6 of the Minerals (Evidence and Mineral Contents) Rules, 2015 and Rule 9(2) of the Mineral Auction Rules, 2015. The Respondent Nos.1 and 2 had duty to disclose basic essential facts



including the approved mine plan, borehole data, exploration data, production data of the previous five years, etc. in correct format. The tender document does not disclose the basic information. The tender document is not in line with Mineral Auction Rules, 2015 and Minerals (Evidence of Mineral Contents) Rules, 2015. Rule 9(2) of the Mineral Auction Rules, 2016 stipulates that the tender document issued by the State Government shall contain geological report pursuant to the Minerals (Evidence of Mineral Contents) Rules, 2015 specifying particulars and estimated quantities of all minerals discovered in the area; the revenue survey details of the area identified and demarcated using total station and differential global positioning system divided into forest land, land owned by the State Government; the land not owned by the State Government; the scheduled date of commencement of production in case of auction of mining lease in respect of an area having existence of mineral contents established in accordance with Rule 5 of the Minerals (Evidence of Mineral Contents) Rules, 2015. Rule 5 of the Minerals (Evidence of Mineral Contents) Rules 2015 stipulates that Existence of mineral contents (for grant of mining lease under clause (a) of sub-Section 2 of Section 5 and) for auction of mining lease under sub-Section (3) of Section 10B and sub-Section (2) of Section 11 of the Act- at least General Exploration has been completed to establish indicated mineral resource and a geological study report prepared conforming to part-IV of Schedule-I. Provided that



for the minerals specified in schedule-11 occurring in such type of deposits or specified therein, the existence of mineral contents for the purpose of auction shall be deemed to have been established under this Rule, if in respect of such area- at least preliminary exploration (G3) has been completed to establish inferred Mineral Resource which shall be considered akin to indicate mineral resource and a geological study report has been prepared conforming to part IV of Schedule-I. The geological report provided by respondent is in violation of G2 level exploration and the provision of part-IV A as required under Rule 5 of the Minerals (Evidence of Mineral Contents) Rules, 2015. The respondent has to act in conformity with Rule-6 of the Minerals (Evidence of Mineral Contents) Rules, 2015 to prepare a geological study report on the basis of last approved mining plan wherein either copy of mining plan has to be provided as part of geological report or extract of all the exploration data including lithology, borehole locations co-ordinates, borehole survey data etc. The geological report as required in part-IV schedule-I was not provided to the petitioner. Although, petitioner made representation calling for information from Respondent Nos. 1 and 2, there was no response. Respondent Nos. 2 issued corrigendum to tender document for grant of mining lease for iron ore mineral issued by Respondent No.1. The Respondents issued responses to general queries common to all mineral blocks as well as responses to technical queries on tender document for each block. However,



respondents had deflected the questions and did not give conclusive answers to the queries. The petitioner participated in the auction process by submitting bid on the last day of submission. Bids were opened on 29th November 2022. The petitioner was declared as technically qualified bidder for the auction to be conducted between 14th December 2022 to 21st December 2022 with incomplete data without essential information that was vital for a fair and competitive bidding. E-auction was conducted from 14th December 2022 to 21st December 2022. In Block-I and III, the erstwhile lessees i.e. Respondent Nos. 4 and 6 were declared as preferred bidders and in block-IV, the respondent No.7 was declared as preferred bidder. The erstwhile lessees had an advantage of having basic and essential information/data pertaining to the mineral blocks leading to their full and effective participation in the bidding process with well informed decision thereby leading to their selection as preferred bidders. There was no level playing field in the e-auction process. The process of issuance of tender by the State Government is not in accordance with law. The petitioner is prejudiced by not providing basic and essential information. Clause 1.3 of tender document indicate that, entire ownership of bidders without providing essential data to the bidders. The tender document lack basic information and essential data. The tender document does not contain copy of last approved mining plan which is vital and directly link to the tender of blocks. The respondent Nos.1 and 2 were duty bound to initiate e-auction



process in terms of mineral auction Rules. Auction of the State Government to proceed with assurance of LOI to Respondent Nos.4 to 7 in respect to four blocks is unreasonable and arbitrary. The discriminatory auction initiated the entire e-auction process. The material on website does not contain information in terms of rules. Along with affidavit in reply, the respondent Nos.1 and 2 have filed Schedule-V form of information memorandum i.e. summary of the mineral block. No further order or other material is produced by the Respondent No.1 to prove that basic and essential data sought by the petitioner has been provided. Clause 4.1 of the tender document has to be read with Rule 5 of Manual Auction Rule, 2015 which mandates for the State Government to survey and demarcate each mining lease block by using total station and differential global position system and divided into forest land, land owned by the State Government and land not owned by the State Government. Point No.(ii) of clause 4.1 point (i) referred to geological report of the Mineral Block specifying particulars and estimated mineral resources of iron ore found in the identified Mineral Block determined pursuant to the Minerals (Evidence of Mineral Content) Rules, 2015. The geological report in compliance with the Minerals (Evidence of Mineral Content) Rules, 2015. Rule 5 and 6 speaks about requirement of geological report for auction of mineral block. It mandated that geological study report should be prepared conforming to part-IV of the Schedule-I. Geological report attached as information



memorandum is not in compliance to Part IV of the Schedule-I of the Minerals (Evidence of Mineral Content) Rules, 2015 as approved mining plan is referred for the majority of the information and copy of approved mining plan is missing from information memorandum. The information memorandum uploaded on the website is nothing more than summary of the Mineral Block tabulated further bifurcated with details by way of text as to locations, area, exploration, quantity of minerals, mineralised zones, accessibility, hydrography etc. In terms of Rule 9(2) of the Mineral Auction Rules the tender document issued by the State Government shall contain geological report. Under Rule 6 of Minerals (Evidence of Mineral contents) Rules, 2015 for any mining lease which has been expired or surrendered or terminated, the detailed reassessment of resources is not required to be carried out in cases where the estimate of Mineral Resource required for auction can be assessed on the basis of the available report of exploration or geological study report or last approved mining plan for the said area, after adjusting for the mineral already produced from the mine. The State is duty bound to provide information in the tender document as per rules. In spite of representations, the petitioner was not provided required information. In the absence of drill core analysis of each borehole drilled, the geological report renders incomplete. When the mandatory requirement of the law is not followed by the respondents, the tender process is violative of Article 14 and 19(1)(g) of the Constitution of India. Clause 4 of the tender document



mentions that the information regarding the mineral block is included in a separate 'information memorandum' attached along with tender documents as schedule-V. Point No.(i) of clause 4.1 has to be read with Rules 5 of the Mineral Auction Rule 2015 which mandates for the State Government to survey and demarcate each mining lease block by using total station and differential Global positioning system and divided into forest land, land owned by State Government and land not owned by State Government. The details of DGPS report should have been provided by the State Government. The bidders are entitled to know details of DGPS survey report. Geological Report in accordance with point No. (ii) of clause 4.1, should be in compliance with Mineral (Evidence of Mineral Content) Rules, 2015. The information memorandum uploaded on website of MSTC is merely summary of Mineral Block. A thing to be done in particular manner should be done in that manner. No response was given to representation made by petitioner. Mandatory requirement of law is not followed by respondents. It is not correct that petition was filed to stall the tender process at the behest of erstwhile lease holders. Hence, the petition may be allowed by granting reliefs sought in the petition.

10. Learned Advocate General Mr.Pangam appearing for the Respondent Nos. 1 and 2 submitted that, the requisite information which is required to be supplied was available to the petitioner. The petition was on behalf of



some erstwhile lease holder. Attempts were made by erstwhile lease holders to hold onto the lease. The petition filed by erstwhile lesses was dismissed by this Court by order dated 7th October 2022. The SLP challenging said order was dismissed by Apex Court by order dated 21st November 2022. It is submitted that, geological report of the mineral block specifying particulars and estimated mineral resources of iron ore found in the identified mineral block determined pursuant to the Minerals (Evidence of Mineral Content) Rules, 2015 was part of information which was available to the petitioner. The tender document mentions that, the said information regarding mineral block is included in separate information memorandum attached along with the tender document. The tender document also provided information about precise map of mineral block identified including geographical co-ordinates, revenue survey details, demarcated using total station and differential global positioning system and divided into forest land, land owned by the State Government and land not owned by the State Government. The tender document also mentioned that, bidders are encouraged to review the information memorandum. It is further submitted that, the tender document refers to Schedule-V viz. form of information memorandum attached separately to the tender document on the e-auction website of MSTC Limited. The point no.4 of tender document relates to mineral block. The same specifies that, the information is included in separate 'information memorandum' attached along with the



document as schedule-V. In schedule-V it is mentioned that, the same is attached separately to the tender document on the e-auction website of MSTC Limited. The said document contains all the information relating to the mineral block. The tender document was made available on 30th September 2022. Pre-bid meeting was held and queries raised by the parties were responded to by the Department. The Responses were uploaded on 9th November 2022. The grievance of the petitioner is that, tender notice/document failed to disclose the basic and essential facts. The tender document is framed on the lines of the model tender document prescribed by the Ministry of Mines. Schedule-V gives elaborate details of the mineral block. Schedule-V has been suppressed by the petitioner. The bidders were provided access upon payment of necessary charges, to the geological report. The report contains several details. Apart from elaborate report, summary of mineral block has been additionally provided. The summary provides the latitudes and longitudes. The total number of bore holes have been given with meterage. The summary also contains the other details. The contention of the petitioner about failure to disclose the basic and essential facts is misconceived. The details of mineral block have been provided. The tender document provides all the relevant information of the mineral block. There is no requirement that, the mining plan submitted by the erstwhile leaseholder to the Government has to be provided for the purpose of auction. The tender process is held in the most transparent,



open and fair manner. The petitioner had participated in block-IX on the basis of same document and did not make any grievance about lack of supplying requisite information. Hence, there is no substance in the petition. It is devoid of merits and deserves to be dismissed.

11. Learned Senior Advocate Mr. Kantak appearing for Respondent Nos. 4 and 7 submitted that, there is no defect in the tender process. There is no defect in tender document. The petitioner is guilty of suppression of vital information. The claim of petitioner is that material ought to have been given to him. The material has been provided in Schedule-V. There is no challenge to the fact that, the data given by the Government is sufficient. All the details are furnished to the petitioner. The petitioner has participated in the auction in April 2023 on same document. The petitioner has not made any statement as to how petitioner is prejudiced. The conduct of the petitioner is questionable. Point No.4 of the subject tender document relates to mineral block and specifies that, the information is contained in separate information memorandum which is attached to the tender document as Schedule-V. All information relating to the mineral block is contained in the said document. This document has vital bearing on the subject matter of the petition and therefore, the petitioner is duty bound to produce its copy with this petition. The petitioner contended that, the information was not available though in fact it was made available. The



petitioner has made various statements which are incorrect and contrary to factual position. The issue whether the information contained in the tender document is sufficient or not being issue concerning questions of facts is not capable of resolution in the exercise of writ jurisdiction. The respondent Nos.1 and 2 have placed on record the fact that schedule-V contains the entire information in respect of mineral block. The information contained in schedule-V is adequate and sufficient to enable the bidder to submit his bid. Except stating that, information supplied is deficient and not adequate to submit a bid, the petitioner has not disclosed in what manner, the submission of bid would be affected or how it is not possible to submit proper bid. This Court in exercise of jurisdiction under Article 226 of the Constitution of India cannot undertake to ascertain whether the information supplied in terms of tender document is sufficient or adequate or not when the author of the document has categorically stated that, the information is sufficient and adequate to entertain the bids and has also put the bidders to notice that any other and further information should be obtained by the bidders before they submit the bid. The information given in schedule-V is based on the mining plan itself and necessary and relevant information is contained in Schedule-V. The tender document is detailed document furnishing the necessary and adequate information to entertain bid from serious prospective bidder. Insofar as clause 11(a) of the bid is concerned, the same has got no bearing on the ability to submit the bid on



account of alleged deficient information contained in the tender document.

12. Mr. Kantak has relied upon the following decisions:-

- (i) K. Jayaram and Ors. Vs. Bangalore Development Authority and Ors.¹
- (ii) Agmatel India Pvt. Ltd. Vs. Resoursys Telecom and Ors.²

13. Learned Senior Advocate Mr. Diniz submitted that, the petitioner did not participate in block-III. The petitioner has suppressed the details of which block his bid in the subject e-auction process relates to, and in respect to which block it was declared as technically qualified bidder. The elaborate details of the mineral block were set out in schedule-V. The bidders were provided access to the geological report of payment of necessary charges. All information/data which the respondents were obliged under the rules to make available was provided to the bidders desirous of participating in the e-auction. The list of preferred bidders was published by Ministry of Mines. In block-I and III, the respondent Nos. 4 and 6 were declared as preferred bidders. In block-IV, the group company i.e. Respondent No.7 of them operating contract of the lessees has been declared as preferred bidder. The contention of the petitioner that, the erstwhile lessees have an advantage of having basic and essential information/data pertaining to the mineral blocks is devoid of substance.

1 (2022) 12 SCC 815

2 (2022) 5 SCC 362



14. Mr. Diniz has relied upon the following decisions:-

- (i) National Highways Authority of India Vs. Gwalior Jhansi Expressway Limited³
- (ii) Subir Ghosh Vs. The State of West Bengal and Ors. delivered by Calcutta High Court in F.M.A. No.910 of 2020 decided on 6th October 2020.

15. Learned Advocate Mr. Bhobe has adopted the submissions of learned Counsels representing other respondents.

16. We have scrutinized the document on record and the counter filed by Respondents. Primary grievance of the petitioner is that, the tender notice/document failed to disclose the basic and essential facts which affects the tender process as such process should be open, fair and transparent. The tender documents are contrary to Rule 5 and 6 of the Minerals (Evidence and Mineral Contents) Rules, 2015 and Rule 9(2) of the Mineral Auction Rules, 2015.

17. The responses filed by Respondent Nos.1 and 2 discloses that 51 parties purchased the tender document and 28 bids have been received from 11 different parties, including the petitioner in relation to the 4 blocks which are being put to auction and no other party has any grievance about information not being disclosed. The four mineral blocks were Bicholim

³ 2018 DGLS(SC) 662



(Block-I), Sirigao-Mayem (Block-II), Monte De Sirigao (Block-III) and Kalay (Block-VI) Mines. E-auction was conducted by Respondent No.2 from 14th December 2022 to 21st December 2022.

18. Bidders were provided access upon payment of necessary charges to the geological report. The report contains ownership details, details of erstwhile lessees, details of auction block area with DGPS, co-ordinates of boundary pillars of the mine lease area, cadastral details of the area with land use, accessibility, physiography, regional geology details, geology of the mining block, type of mineralisation, details of exploration undertaken in the block, borehole details including drilling type, diameter, spacing, inclination number of bore holes, meterage, depth details etc., details of the mining pit, details of sample analysis, reserves and resource estimation, etc. report also provides the plans, maps, satellite images, geological sections and cross-sections. Apart from the report, the summary of mineral block is provided which contained latitudes and longitudes co-ordinates of the corner points as per DGPS have been specified total area and the villages and taluka under which the blocks fall, details of the mineralised area as provided. Total number of boreholes have been given with meterage. Density (spacing) of the boreholes is provided. The summary contained other details of ore, estimated quantity, grade of ore, particulars of lump ore and fine ore, mineralised zones with the number, trend and



thickness, accessibility, hydrography etc. technical data for the block for preparing in terms of Minerals (Evidence and Mineral Contents) Rules, 2015. The technical data consist of geological cross section which have been prepared based on bore holes data.

19. The elaborate details of the mineral block were set out in schedule-V i.e. the separate information memorandum. The bidders desirous of participating in the e-auction were given access to geological report which contained several details. In schedule-V attached separately to the tender document provided all the information relating to the mineral block contained in the said document. The petitioner had not produced the said document in the petition. The petitioner is calling upon the Court to adjudicate on the issue whether the information supplied is sufficient or adequate to entertain the bids. While exercising powers under Section 226 of the Constitution of India, the Court cannot enter into arena of ascertaining sufficiency of material. It is pertinent to note that, other bidders has not made any grievance about non supply of sufficient material. The petitioner has also contended that, the information is not in accordance with requisite rules. We do not find any merits in the submission, the requisite information was provided and available to the petitioner. The petitioner has not demonstrated prejudice caused to it. In clause No.1.3 of tender document it is stated that the tender document is neither an



agreement nor an offer by State Government to the prospective bidders or any other person. The purpose of tender document is to provide interested parties with information that may be useful to them in making bids. Each bidder should conduct its own investigation and analysis and should check the accuracy adequacy correctness reliability and completeness of assumptions, assessment, statements and information contained in the tender document and obtain independent advice from appropriate sources. Apart from that requisite information was available to bidder. Point No.4 of tender document relates to 'The Mineral Block' and specifies that information is contained in a separate 'information memorandum' which is attached to tender document as 'Schedule-V'. Information is available on website. All information relating to Mineral Block is contained in the said document. The author of document has stated that the information is sufficient and adequate to entertain the bids and put the bidders to notice that any other information should be obtained by bidders before they submit bid. The petitioner has not satisfied that there is case of patent deficiency of information which would disable bidder to submit bid. There is no defect in clause 1.3 of tender and clause 11(a) of bid document. The tender document is framed on the lines of model tender document prescribed by Ministry of Mines, Government of India. There is no evidence to show that respondent No.1 and 2 have discriminated between any persons and all material and information as per Rules has been disclosed to



all bidders and auction was conducted in accordance with Rules. Schedule V contains elaborate details of mineral block. Apart from report, summary of Mineral Block is provided. The summary report provides latitudes and longitudes coordinates of corner points as per DGPS are specified. The total area and the villages and taluka under which block falls have been provided. The details of mineralised area and the non mineralised are provided. The total number of boreholes have been given with miterage. Summary provides details of mineralised zones, with number trend and thickness. Other details relating to accessibility, hydrography is provided which forms part of schedule-V. Technical data for blocks was prepared in terms of Mineral (Evidence of Mineral Contents) Rules, 2015. It consists of geological cross sections prepared on borehole data. It cannot be said that the respondent No.1 and 2 have not provided basic and essential facts. The clauses 1.3 and 11(a) cannot be said to be in breach of Rule 5 and 6 of Minerals (Evidence of Mineral Contents) Rules, 2015 and Rule 9(2) of mineral Auction Rules, 2015. The petition is based on the disputed question of fact. We are of the considered opinion that the relief sought in this petition cannot be granted in exercising powers under Article 226 of the Constitution of India.

20. In the case of **K. Jayaram and Ors. Vs. Bangalore Development Authority and Ors.** (supra) the Apex Court had observed that jurisdiction exercised by the High Court under Article 226 of the Constitution of India is



extraordinary, equitable and discretionary and it is imperative that the petitioner approaching the writ Court must come with clean hands and put forward all facts before the Court without concealing or suppressing anything. In the case of **Agmatel India Pvt. Ltd. Vs. Resoursys Telecom and Ors.** (supra) the Apex Court has held that, the scope of judicial review in contractual matters, and particularly in relation to the process of interpretation of tender document, has been the subject matter of discussion in various decisions of this Court. Reference was made to the three judge Bench decision of the Apex Court in the case of **Galaxy Transport Agencies v. New J K Roadways**⁴ wherein another decision in the case of **Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corporation Ltd.**⁵ was referred and the Court had disapproved the interference by the High Court in the interpretation by the tender inviting authority of the eligibility term relating to the category of vehicles required to be held by the bidders, in the tender floated for supply of vehicles for the carriage of troops and equipment. In the case of **Galaxy Transport Agencies** (supra) it was observed that the authority that authors the tender document is the best person to understand and appreciate its requirements, and thus, its interpretation should not be second-guessed by a Court in judicial review proceedings. In the case of **National Highways Authority of India Vs. Gwalior Jhansi Expressway Limited**, (supra) it was observed that only the

4 2020 SCC OnLine SC 1035

5 (2016) 16 SCC 818



entities who participate in the tender process pursuant to a tender notice can be allowed to make grievances about the non-fulfillment or breach of any of the terms and conditions. In the case of **Subir Ghosh Vs. The State of West Bengal and Ors.** (supra) has observed that, it is possible that prospective bidder finds the terms of the tender documents to be unfair or illegal and challenges the same; but such challenge has to be before the time to put in the bids is closed. If a bid is made and the bid is thrown out on the illegal or unfair ground contained in the tender documents even, then challenge can be fashioned. But a person who has not participated in the bidding process at all cannot challenge the tender conditions on any ground whatsoever.

21. We do not find any reason to interfere with the auction process and to declare and/or to strike down the clause 1.3 of tender document and clause 11(a) of bid document. Petition is devoid of merits and deserves to be dismissed.

ORDER

Civil Writ Petition No.592 of 2022 stands dismissed and accordingly disposed off.

(BHARAT P. DESHPANDE, J.)

(PRAKASH D. NAIK, J.)



Suzana

IN THE HIGH COURT OF BOMBAY AT GOA
PUBLIC INTEREST LITIGATION WP NO.32 OF 2023
WITH
PUBLIC INTEREST LITIGATION WP NO.33 OF 2023, PUBLIC
INTEREST LITIGATION WP NO.31 OF 2023

PUBLIC INTEREST LITIGATION WP NO.32 OF 2023
LADKO VISHNU PALNI ... PETITIONERS
 Versus

THE DIRECTORATE OF MINES AND
GEOLOGY THR ITS DIRECTOR AND 4 ORS ... RESPONDENTS

WITH
PUBLIC INTEREST LITIGATION WP NO.33 OF 2023
SURESH GOVIND GAONKAR AND 4 ORS ... PETITIONERS
 Versus

THE DIRECTORATE OF MINES AND
GEOLOGY THR ITS DIRECTOR AND 3 ORS ... RESPONDENTS

WITH
PUBLIC INTEREST LITIGATION WP NO.31 OF 2023
SURESH GOVIND GAONKAR AND 4 ORS ... PETITIONERS
 Versus

THE DIRECTORATE OF MINES AND
GEOLOGY THR ITS DIRECTOR AND 3 ORS ... RESPONDENTS

Mr Om Anthony D'Costa, Advocate for the Petitioners.

Ms Maria Simone J. Correia, Additional Government Advocate for the State in PILWP/32/2023.

Mr. S. D. Lotlikar, Senior Advocate with Ms. Sailee Kenny, Advocate for Respondent No.4.

Mr. Nikhil Vaze, Advocate (through VC) with Ms Ankita Kamat, Advocate for Respondent no. 3 in PILWP/32/2023.

Mr. Neehal Vernekar, Additional Government Advocate for Respondents No.1 and 2 in PILWP No. 33/2023.

Mr. Shubham Priolkar, Additional Government Advocate for the State in PILWP No. 31/2023.

Mr. A. F. Diniz, Senior Advocate with Mr. Preetam Talaulikar, Advocate for Respondent no. 3 in PILWP No. 33/2023.

Mr. Shivan Desai, Advocate with Ms. Riya Amonkar, Advocate for Respondents No.3 and 4 in PILWP No. 31/2023.

1561

PILWP 32 of 2023

**CORAM:- BHARATI DANGRE &
NIVEDITA P. MEHTA, JJ.**

DATED :- 6th August, 2025

P.C.

1. Since the respective Government Advocates seek some time to file affidavit, we expect the pleadings to be completed within a period of four weeks.

The PIL Writ Petitions are directed to be listed on 09.09.2025.

NIVEDITA P. MEHTA, J.

BHARATI DANGRE, J.

REPORT OF THE JOINT COMMITTEE CONSTITUTED AS PER THE HON'BLE NATIONAL GREEN TRIBUNAL (NGT) IN ORIGINAL APPLICATION NO.65 OF 2025 (WZ) FILED BY SANDEEP SALEKAR VERSUS STATE OF GOA & ORS.

Sub: Compliance to the Hon'ble National Green Tribunal (NGT) order passed in Original Application No.65 Of 2025 (WZ) dated 17.06.2025

Ref: The Hon'ble NGT Order dated 17/06/2025.

The Hon'ble National Green Tribunal (NGT) in its order dated 17.06.2025 in OA No. 65 of 2025(WZ) had directed to constitute a joint committee comprising of one member each of Respondent No. 2- Goa State Pollution Control Board, Respondent No. 3 Directorate of Mines and Geology , Government of Goa, and Respondent No. 5 Ministry of Environment, Forest and Climate Change, New Delhi and the Goa State Pollution Control Board (GSPCB) shall be the nodal agency of the said Joint Committee with a direction that the said Committee shall visit the site in question and submit a fact finding report along with corrective measures to be taken by the Project Proponent, if so required within one month.

Composition of the Joint Committee:

As per the directions of Hon'ble NGT, a Joint Committee was constituted with the following Members:

Sr. No.	Name and Designation	Organization/ Department
1.	Dr. Dola Bhattacharjee Scientist-B	Ministry of Environment, Forest and Climate Change
2.	Mrs. Nelita Olga Fernandes e D'silva Senior Geologist	Directorate of Mines and Geology , Government of Goa
3.	Mr. Sankalp Shet Dessai Senior Geologist	Directorate of Mines and Geology , Government of Goa
4.	Mr. Sanjay Kankonkar Scientist-C	Goa State Pollution Control Board
5.	Mr. Rohan R. Nagvekar Assistant Environmental Engineer	Goa State Pollution Control Board

Joint Committee Accompanied\Assisted By:

Sr. No.	Name and Designation	Organization/ Department
1.	Mr. Kundan Shet Junior Environmental Engineer	Goa State Pollution Control Board
2.	Mr. Waman Chari Scientific Assistant	Goa State Pollution Control Board

Brief About The Matter:

The allegation leveled against respondent No.6 M/s Vedanta Ltd is that one of the important conditions of the EC (File No.: IA-J-11015/3/2023-IA-II(NCM) dated 23/01/2024 issued by Ministry of Environment, Forest and Climate Change contained in Serial No.7.1 under the head 'Standard EC Conditions for Mining of Minerals', has been violated by the mining unit. The said EC Condition at Serial No.7.1 provided as follows:

"No Transportation of the minerals shall be allowed in case of roads passing through villages/habitations. In such cases, PP shall construct a 'bypass' road for the purpose of transportation of the minerals leaving an adequate gap (say at least 200 meters) so that the adverse impact of sound and dust along with chances of accidents could be mitigated. All costs resulting from widening and strengthening of existing public road network shall be borne by the PP in consultation with nodal State Govt. Department. Transportation of minerals through road movement in case of existing village/rural roads shall be allowed in consultation with nodal State Govt. Department only after required strengthening such that the carrying capacity of roads is increased to handle the traffic load. The pollution due to transportation load on the environment will be effectively controlled and water sprinkling will also be done regularly. Vehicular emissions shall be kept under control and regularly monitored. Project should obtain Pollution Under Control (PUC) Certificate for all the vehicles from authorized pollution testing centres. (If applicable in case of road transport).

In View Of Above & In Compliance To The Hon'ble National Green Tribunal (NGT) Order Dated 17.06.2025, A Site Inspection Has Been Carried Out By The Joint Committee On 15/07/2025 & The Observations Made During The Said Inspection Are As Under:

- 1) The unit officials Mr. Dhiraj Kumar Jagdish (Deputy CEO-Iron Ore Mines Vedanta Ltd. Sesa Goa) and Mr. Jagdish Dessai (Head Environment, Vedanta Ltd Sesa Goa) were present during the inspection.
- 2) The mining unit M/s Bicholim Mineral Block- Block 1 (Auction Block) of M/s. Vedanta Limited has consent to operate of the Board vide order No.12/2024-PCB/2572178/R00017549 dated 15/04/2025 valid up to 04/03/2029 for the production of iron ore of quantity 3.0 MTPA & Dry crushing & screening plant of capacity 4.0 MTPA. (Annexure –I Enclosed)
- 3) The unit also has valid CTO for Sarmanas Barge loading jetty in the name of M/s SESA MINING CORPORATION LIMITED (Sarmanas Barge Loading Jetty) vide order No.12/2023-PCB/1890471/R00013454 dated 21/12/2023 and the same is valid up to 31/12/2028 for Repairing and Maintenance of Barges, operation of Mobile crushing & screening Plant (2 nos.) for screening of e-auctioned/ royalty paid ore, as approved by the State Government and operation of Barge Loading Jetty (Iron Ore) for handling of e-auctioned/ royalty paid ore, as approved by the State Government. (Annexure –II Enclosed)
- 4) The unit M/s SESA MINING CORPORATION LIMITED (Sarmanas Barge Loading Jetty) has installed online noise monitoring and ambient air monitoring station at the transportation route near Sarmanas Jetty (location 15.54855, 73.959416) and the same was presently not in operation due to some technical issues as informed by unit representatives. (As shown on Google image, refer fig. no. 15).
- 5) The mining unit has installed CCTV Camera at the exit gate from mine near Mayem junction towards the jetty to monitor if the trucks are properly covered with tarpaulin before exit and the same is connected to Board server. (As shown in pictures, refer fig. no. 1 & 2).

- 6) During inspection, the mining unit has produced the PUC certificates of 28 trucks engaged in iron ore transportation. (Annexure –III Enclosed)
- 7) During inspection the water sprinkling by tanker along the transportation route i.e. along the stretch from NSP-1 TOP- Pilgao junction to NBP B Gate touching the public road (MDR-20) was observed. (As shown in picture, refer fig. no. 5).
- 8) The unit has provided one mechanical sweeping machine for sweeping of road affected due to transportation of iron ore. However, road sweeping is not carried out during monsoon as informed by the unit officials.
- 9) During inspection, transportation of iron ore was not observed along the transportation route. The unit officials informed that the transportation of iron ore from mine to jetty through dedicated EC sanctioned route was stopped from 19/11/2024 & transportation of ore through deviated route via NBP-B gate commenced from 13/12/2024 and continued till 10/07/2025.
- 10) As per the transportation route sanctioned in the EC granted to the mining unit, the total distance from the mine to Sarmanas jetty is approx. 5.48 km of which approx. 0.94 km stretch is Major District Road (MDR-20) which is public road. The said EC sanctioned transportation route was obstructed by the villagers and the unit had sought for approval for the proposed deviation transportation route for transportation of iron ore of Vedanta Ltd. from Bicholim Mineral Block – Block I of Vedanta Ltd.
- 11) As per new deviated transportation route, the total distance for transporting iron ore from mine to Sarmanas jetty is approx. 5.62 km of which approx. 1.87 km stretch Major District Road (MDR-20) is public road. The deviated alignment of the transportation route increases by a distance of approx. 0.93 mtrs.
- 12) In view of the representation of M/s. Vedanta Ltd. filed before the Directorate of Mines & Geology, the Committee Constituted by Order dated 07/10/2024 inspected the proposed transportation route proposed for deviation of mineral transportation from Bicholim Mineral Block-I-NSP-1 TOP- Pilgao Junction-NBP B Gate to Sarmanas Jetty and submitted a report to Directorate of Mines & Geology & Chairman of Mines & Geology.

- 13) The Directorate of Mines & Geology vide letter dated 11/12/2024 had intimated the Board that the state government has permitted the proposed route deviation for iron ore transportation to the mining unit for a new route Bicholim Mineral Block-I-NSP-1 TOP-Pilgao Junction-NBP B Gate-Sarmanas Jetty for the transportation of ore from Bicholim Mineral Block-1 to Sarmanas Jetty. The mining unit has submitted the transit permit issued by the Directorate of Mines & Geology dated 13/12/2024 for transportation of iron ore along the route Bicholim Mineral Block-1-NSP-1TOP-Pilgao Junction-NBP B Gate-Sarmanas Jetty & the same was valid up to 12/02/2025. (Annexure –IV & V Enclosed)
- 14) The mining unit has submitted the latest transit permit issued by the Directorate of Mines & Geology dated 07/07/2025 for transportation of iron ore along the route Bicholim Mineral Block-1-NSP-1TOP-Pilgao Junction-NBP B Gate-Sarmanas Jetty & the same was valid up to 06/09/2025. (Annexure –VI Enclosed)
- 15) The Board vide order No No.12/2024-PCB/2572178/R00017549 dated 15/04/2025 has granted consent to operate-renewal to the mining unit with a condition (Condition no. 6. xxxviii) that if the unit proposes for any deviation in the existing approved iron ore transportation route, the unit shall provide wheel washing facility/rumbler system (cattle trap) for the ore transport vehicles at the exit point of mine prior to entering public road and should obtain prior permissions from all concerned authorities to carry out ore transportations.
- 16) During inspection, the joint committee has noticed that the mining unit has hot mixed the new internal transportation route (approx. 300 mts) i.e. a stretch from NSP-1 TOP- Pilgao junction to NBP B Gate touching the public road (MDR-20). Along the same stretch, the mining unit has provided 2 no. of cattle trap drain systems for the purpose of removing muck from the truck tires. (As shown in pictures, refer fig. no. 5, 6, 7 & 8)
- 17) The Board has installed online ambient air quality monitoring station at Pilgao through C-DAC along the transportation route of Major District Road (MDR-20) within the periphery of Mr. Siddhesh Kotkar location 15.55341, 73.958185) (As shown in picture & on Google image, refer fig. no. 10 & 15).
- 18) The mining unit has installed one manual Ambient Air Quality Monitoring Station at the residential house of Mr. Anil Naik, Pilgao along the transportation route of Major

district road (MDR-20) location (15.549944, 73.957139). (As shown on Google image, refer fig. no. 15).

- 19) The mining unit has installed one manual Ambient Air Quality Monitoring Station in Buffer Zone near Nani Chavan House location (15.54822, 73.96158) & near Prakash Parab house, Pilgao Village location (15.562083, 73.95444). (As shown on Google image, refer fig. no. 15).
- 20) During inspection the joint committee has also noticed that there are no habitations on either side along the deviated transportation route i.e. from New Beneficiation Plant NBP-B gate till Matwada junction at an approx distance of 930 meters (MDR-20 road). The width of the MDR-20 road is approx. 7 meters. (As shown on Google image, refer fig. no. 15).

Pictures For Reference:

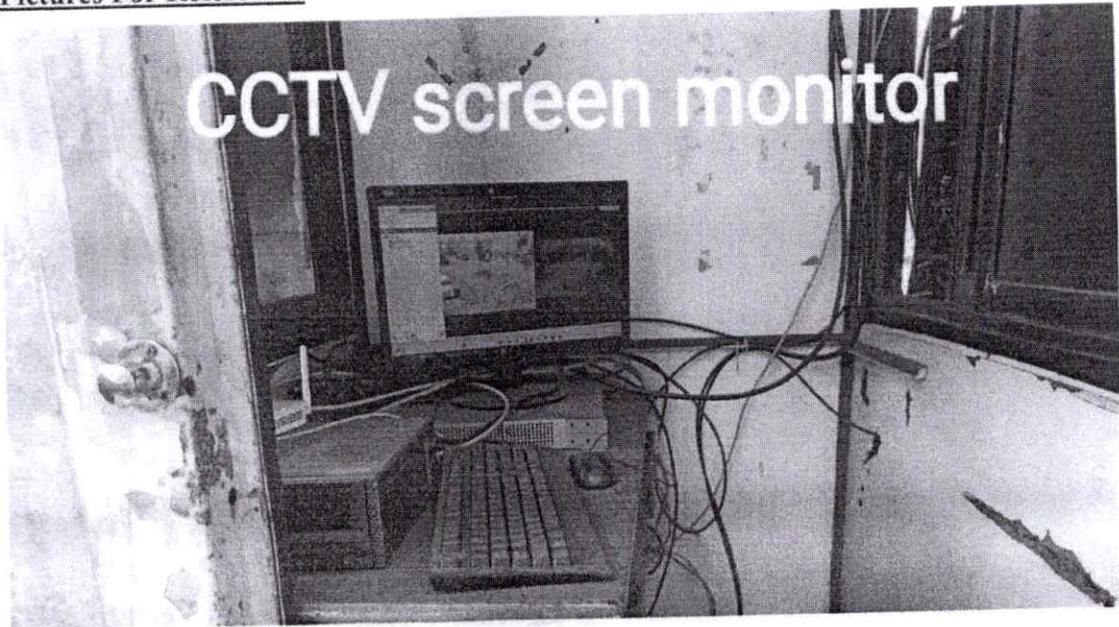


Fig No. 1

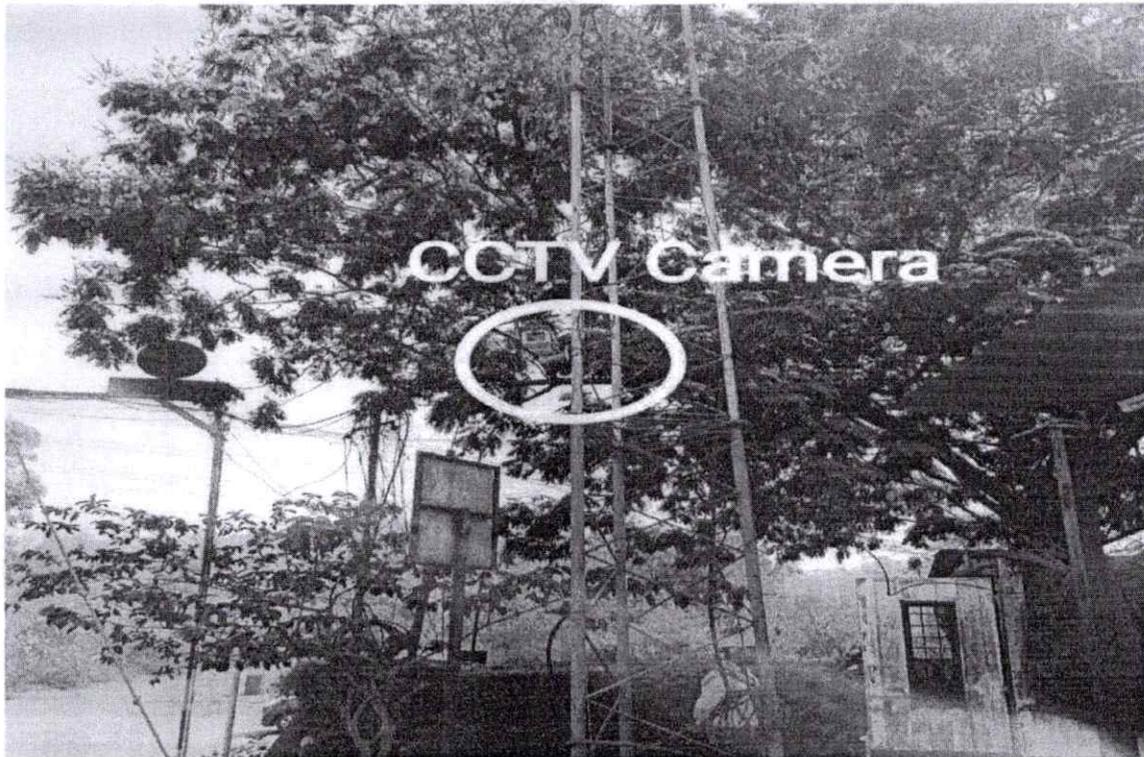


Fig No. 2

The online camera is installed at the exit of the Mayem junction to ensure the trucks transporting the iron ore are covered with tarpaulin and the online connectivity to the Board is been established and live video is visible from the office.

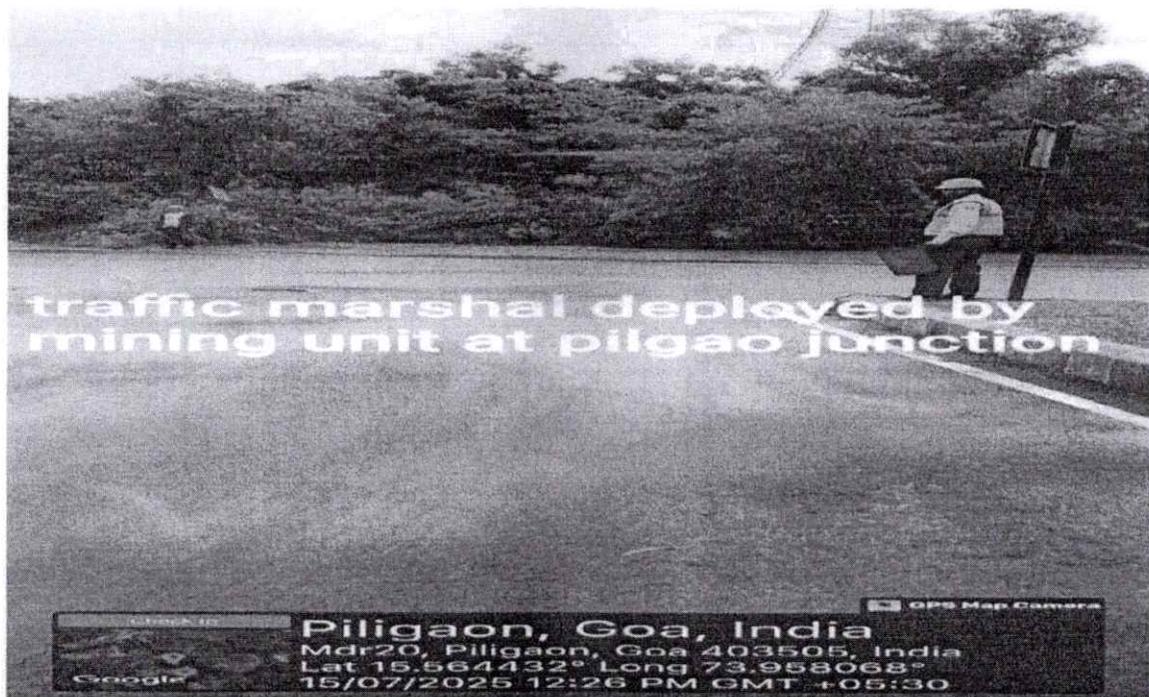


Fig No. 3



Fig No. 4

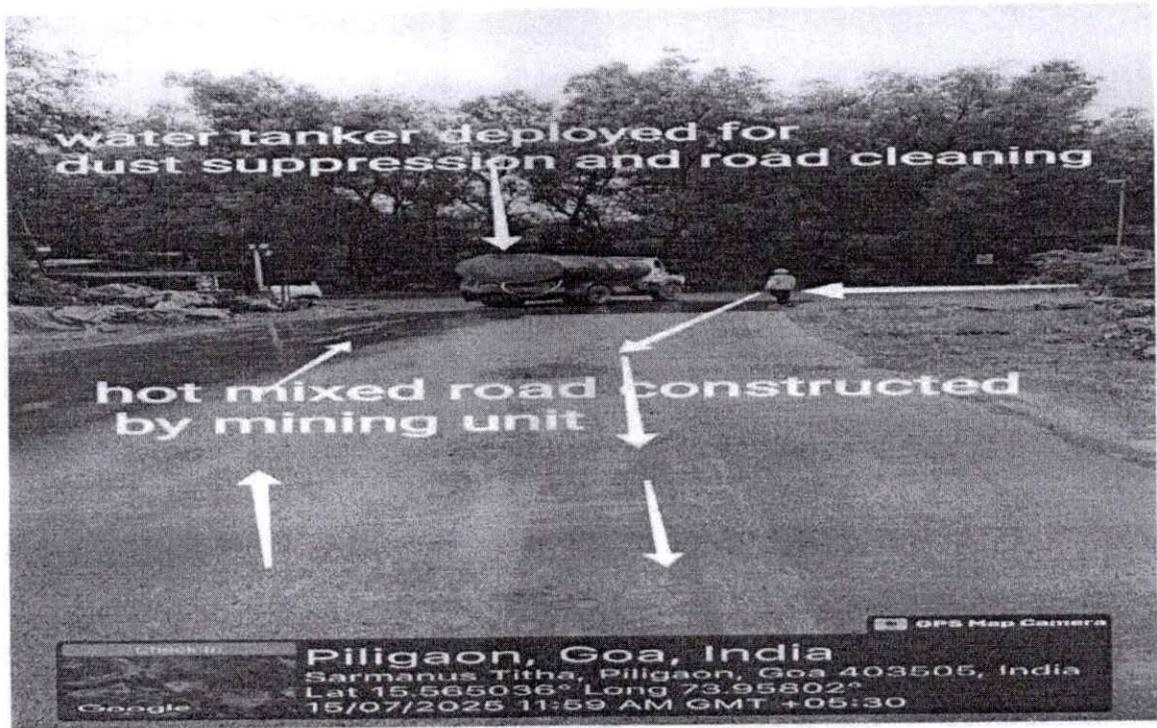


Fig No. 5

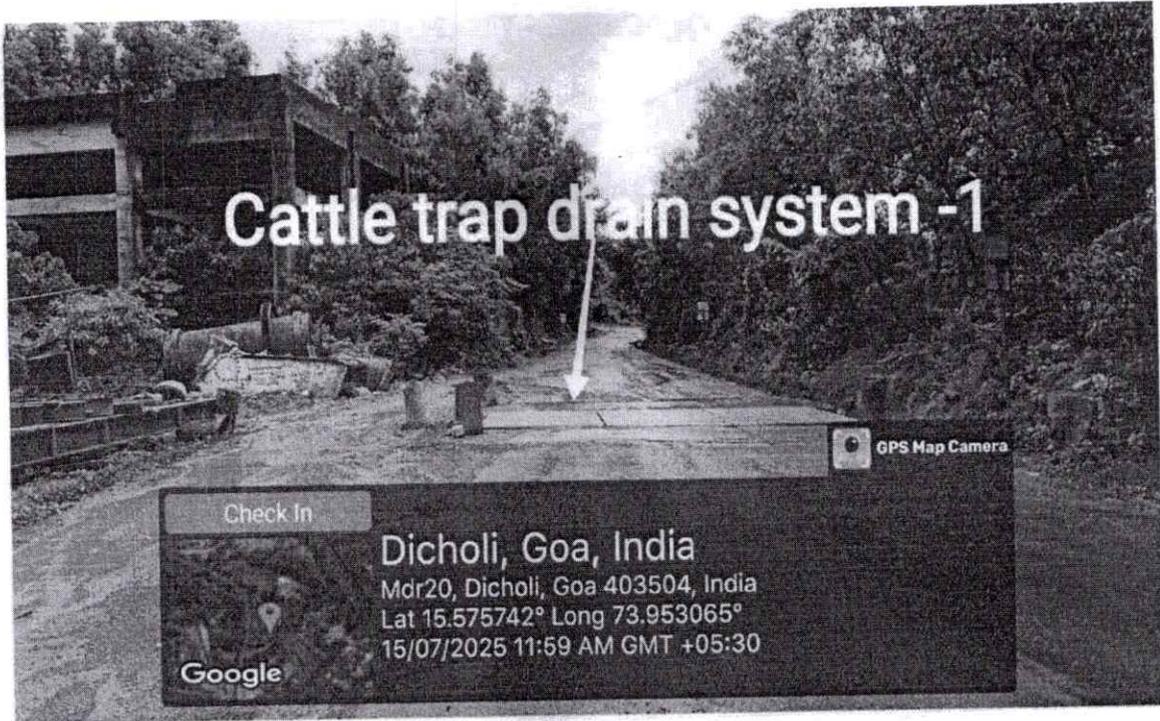


Fig No. 6



Fig No. 7



Fig No. 8

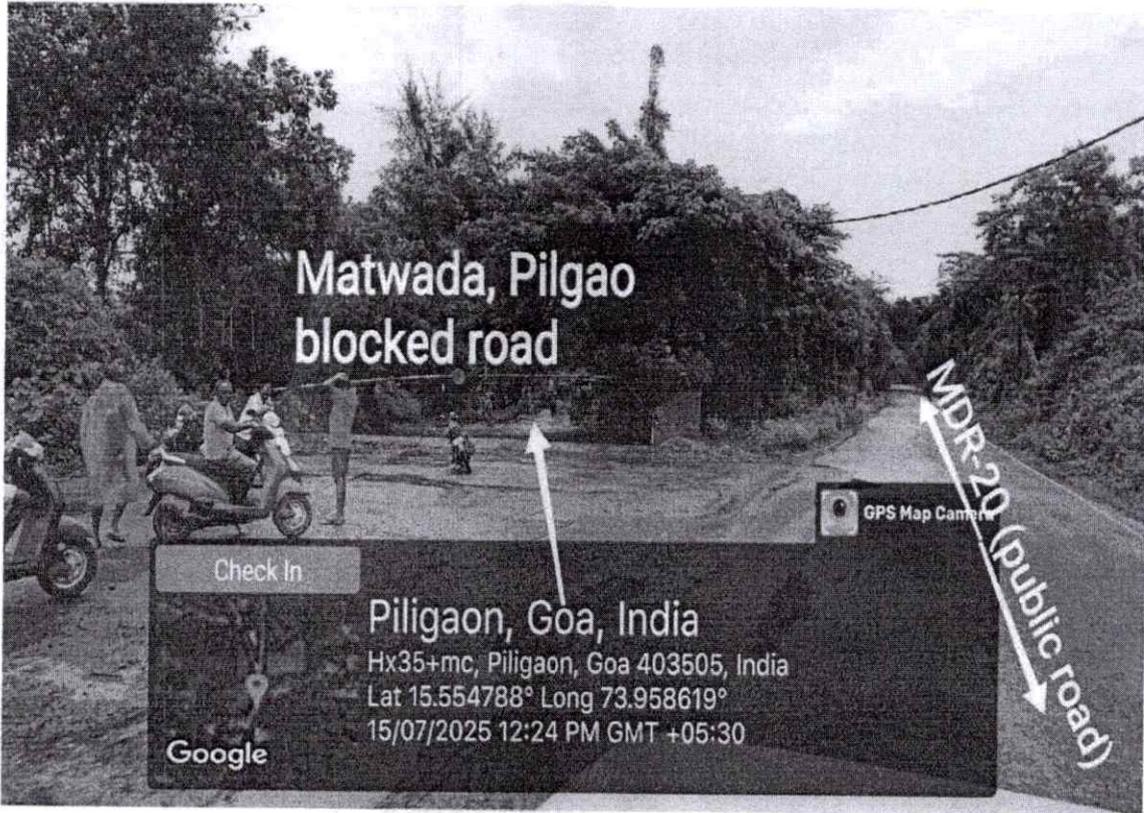


Fig No. 9



Fig No. 10

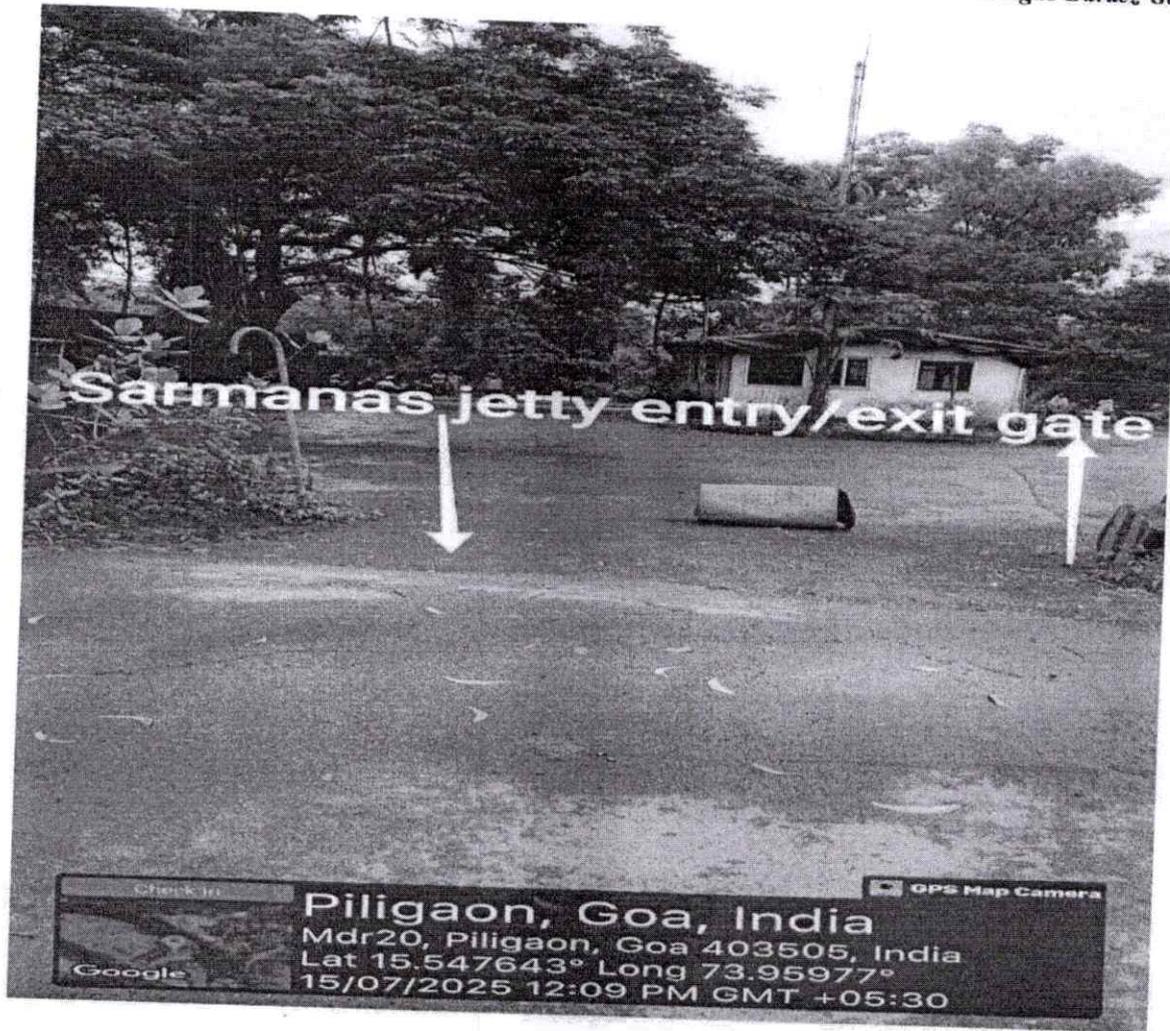


Fig No. 11

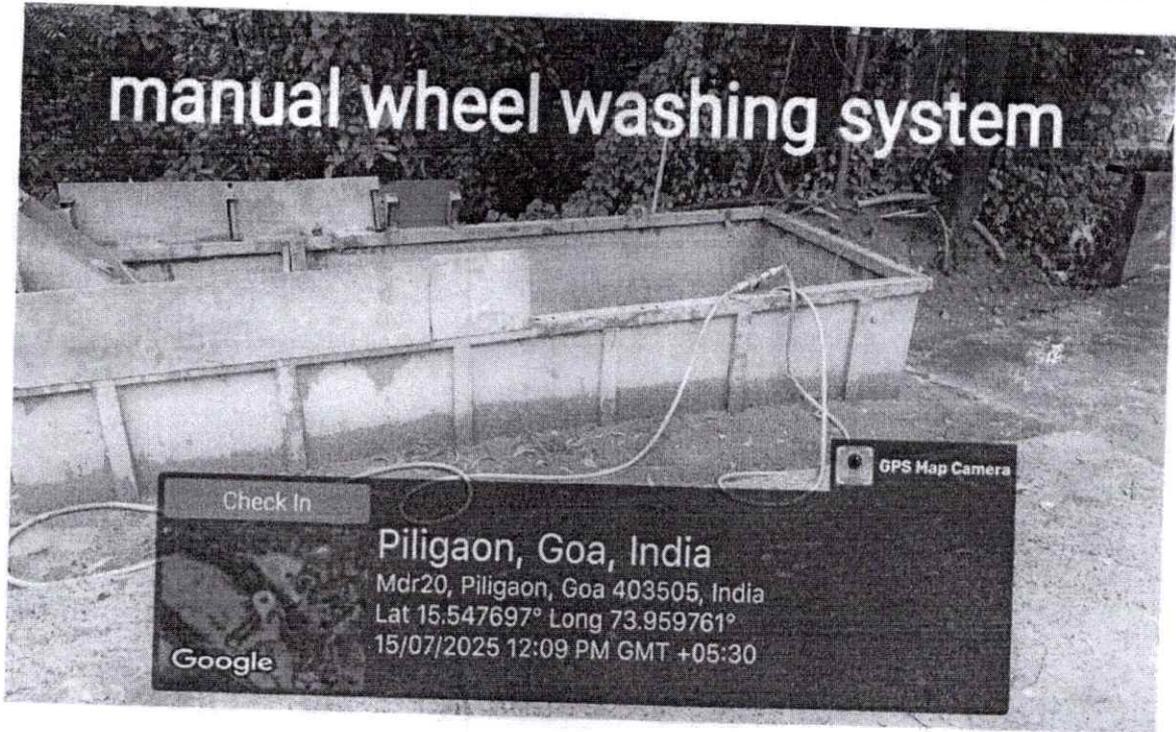


Fig No. 12

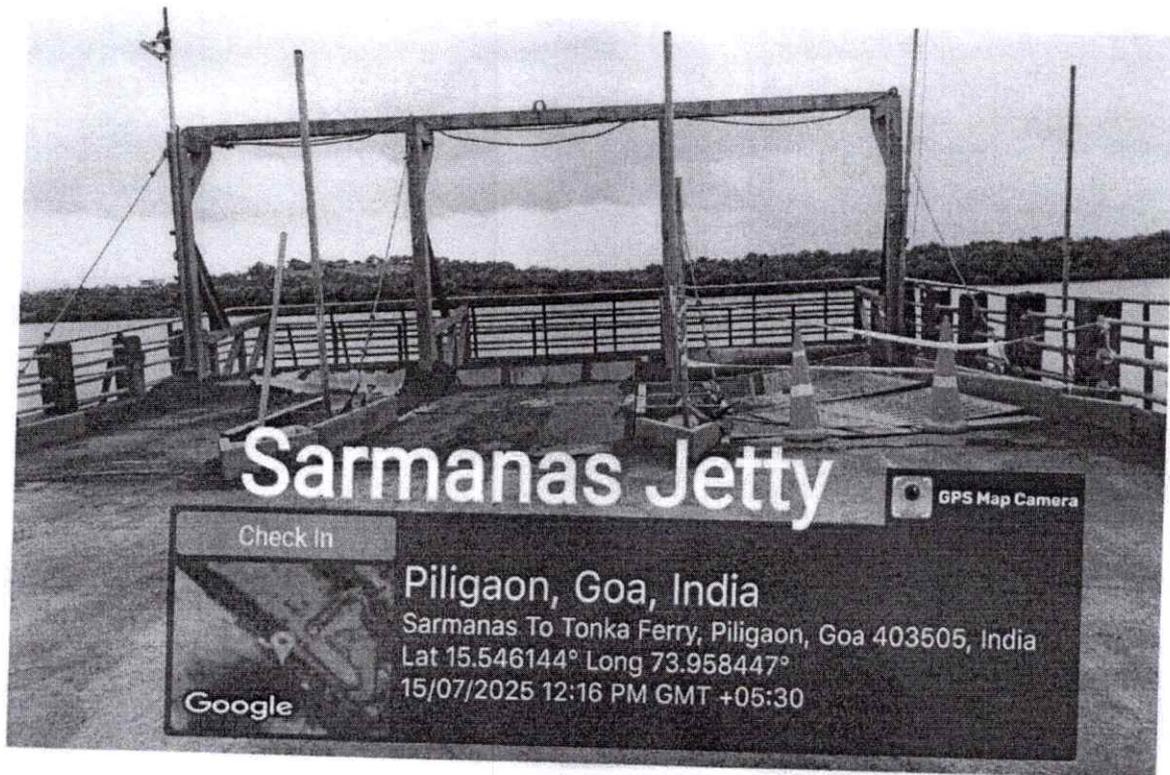


Fig No. 13

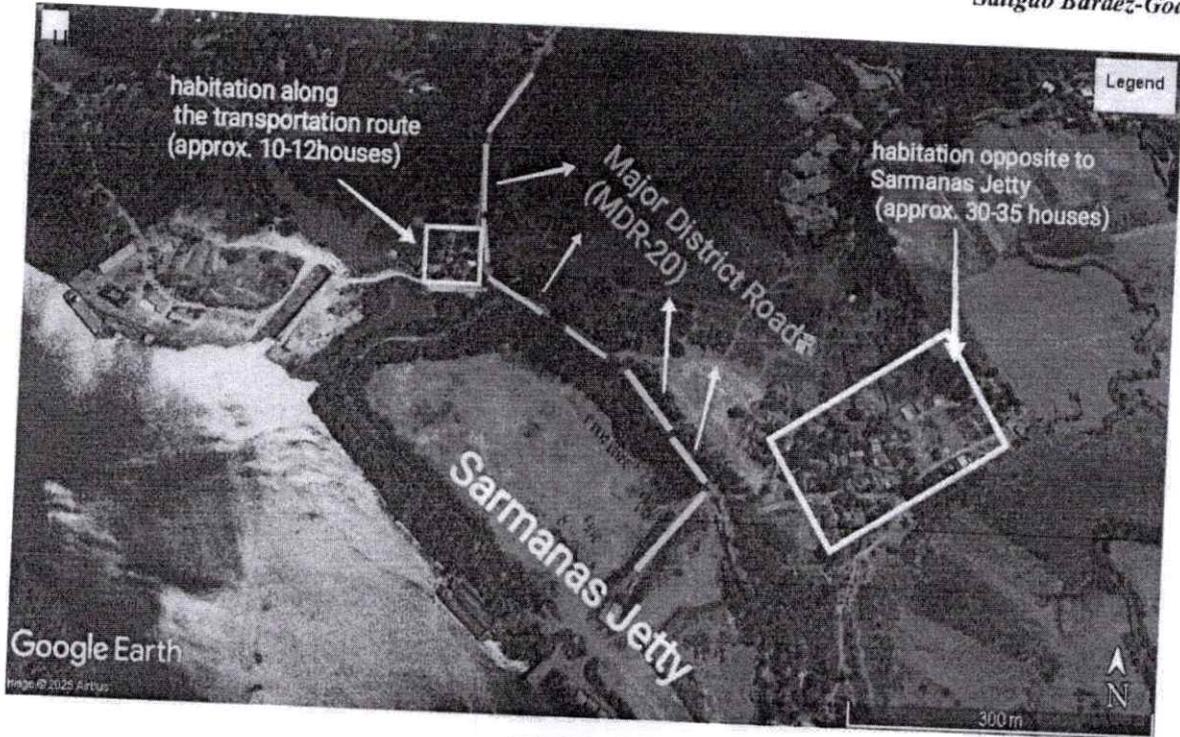


Fig No. 14

Above picture shows the Google image of habitations located along the iron ore transportation route.

GOOGLE MAP OF EXISTING TRANSPORTATION ROUTE AND ROUTE APPROVED BY AUTHORITIES DUE TO OBSTRUCTION, FROM BICHOLIM MINERAL BLOCK TO SARMANAS JETTY

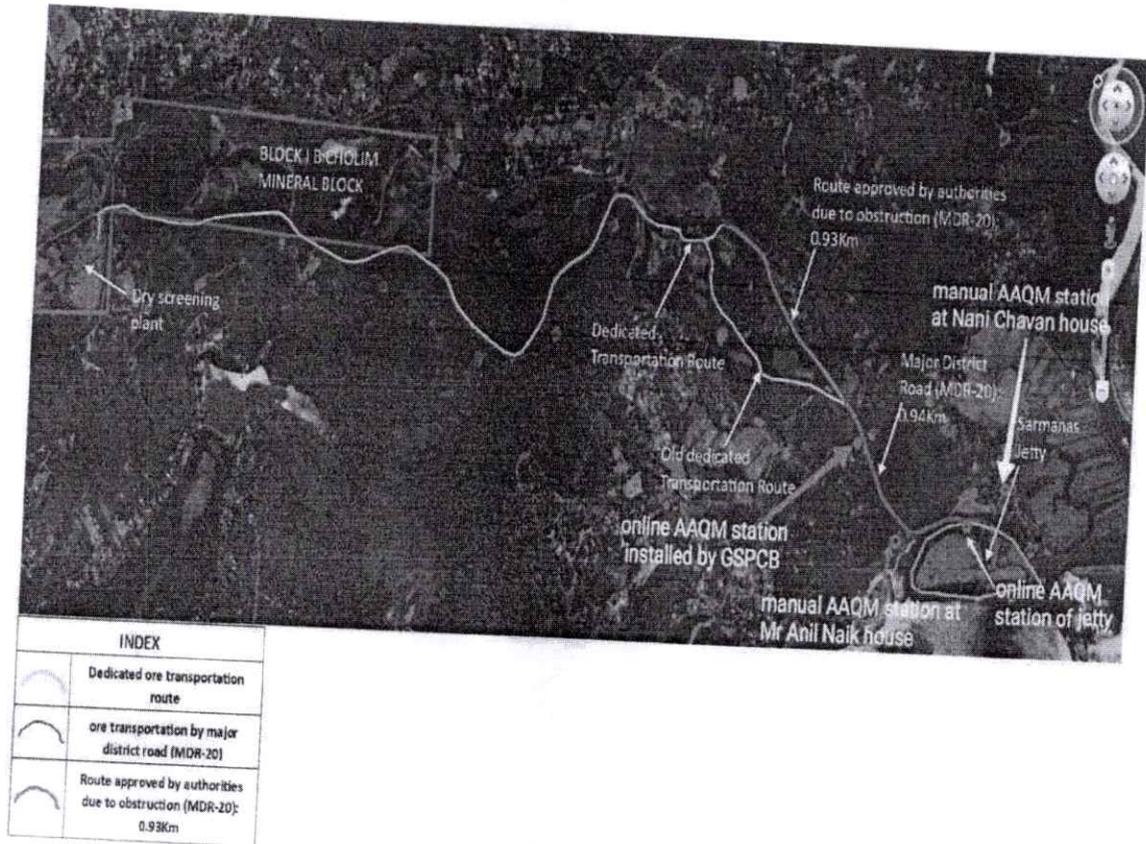


Fig No. 15

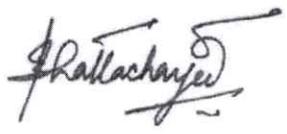
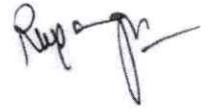
Above Google image is showing the AAQM stations along the transportation route & Sarmanas Jetty.

Remarks/Conclusions By Joint Committee:

- 1) The unit M/s SESA MINING CORPORATION LIMITED (Sarmanas Barge Loading Jetty) has installed online noise monitoring and ambient air monitoring station along the transportation route near Sarmanas Jetty and the same is presently not in operation due to some technical issues. The unit is required to repair operate and maintain the online connectivity of the same with the Board server on priority.
- 2) The mining unit has installed CCTV Camera at the exit gate from mine near Mayem junction towards the jetty and the same is connected to Board server.
- 3) **The mining unit has submitted the Ambient Air Quality Monitoring reports from December 2024 to June 2025 carried out at the residential house of Mr. Anil Naik, Pilgao along the transportation route of Major district road (MDR-20) location (15.549944, 73.957139). As per the reports, all tested parameters are within the permissible limit. (Annexure –VII Enclosed)**
- 4) The mining unit has submitted the Ambient Air Quality Monitoring reports from December 2024 to June 2025 carried out in Buffer Zone near Nani Chavan House location (15.54822, 73.96158) & near Prakash Parab house, Pilgao Village location (15.562083, 73.95444). As per the reports, all tested parameters are within the permissible limit. (Annexure –VIII Enclosed)
- 5) The mining unit has submitted the noise monitoring reports carried out in the month of January 2025 and April 2025 along the transportation route near Bagwada Pilgao village and near Sarmanas. As per the reports noise level recorded are within the permissible limit. (Annexure –IX Enclosed)
- 6) In view of the representation of M/s. Vedanta Ltd. filed before the Directorate of Mines & Geology, the Committee Constituted by Order dated 07/10/2024 inspected the proposed transportation route proposed for deviation of mineral transportation from Bicholim Mineral Block-I-NSP-1 TOP- Pilgao Junction-NBP B Gate to Sarmanas Jetty and submitted a report to Directorate of Mines & Geology & Chairman of Mines & Geology.

- 7) The Directorate of Mines & Geology vide letter dated 11/12/2024 had intimated the Board that the state government has permitted the proposed route deviation for iron ore transportation to the mining unit for a new route Bicholim Mineral Block-I-NSP-1 TOP-Pilgao Junction-NBP B Gate-Sarmanas Jetty for the transportation of ore from Bicholim Mineral Block-1 to Sarmanas Jetty. The mining unit has submitted the transit permit issued by the Directorate of Mines & Geology dated 13/12/2024 for transportation of iron ore along the route Bicholim Mineral Block-1-NSP-1TOP-Pilgao Junction-NBP B Gate-Sarmanas Jetty &the same was valid up to 12/02/2025. (Annexure –IV attached)
- 8) The mining unit has submitted the latest transit permit issued by the Directorate of Mines & Geology dated 07/07/2025 for transportation of iron ore along the route Bicholim Mineral Block-1-NSP-1TOP-Pilgao Junction-NBP B Gate-Sarmanas Jetty & the same was valid up to 06/09/2025. (Annexure –V attached)
- 9) The Board has installed online ambient air quality monitoring station at Pilgao by C-DAC along the transportation route of Major District Road (MDR-20) within the periphery of Mr. Siddhesh Kotkar location (15.55341, 73.958185). The data generated for the month of April 2025 to July 2025 indicates that all tested parameters are within the permissible limit. (Annexure –X Enclosed)
- 10) During inspection the joint committee has also noticed that there are no habitations on either side along the deviated transportation route i.e. from New Beneficiation Plant NBP-B gate till Matwada junction which utilizes additional 850 meters MDR-20 road. The width of the MDR-20 road is approx. 7 meters.
- 11) The mining unit has hot mixed the internal iron ore transportation route i.e. a stretch from Pilgao 1 top junction to NBP- B gate junction and also installed 2 nos. of cattle trap drain systems for removing tire muck. For more effective cleaning of the tires the mining unit shall install wheel washing system between two cattle trap drain systems.
- 12) The mining unit shall also carry out manual road sweeping on daily basis along the transportation route (MDR-20) especially near the NBP-B gate stretch and near the Sarmanas jetty stretch.

Inspected by:

NAME AND DESIGNATION	SIGNATURE
Dr. Dola Bhattacharjee Scientist-B Ministry of Environment, Forest and Climate Change	
Mrs. Nelita Olga Fernandes e D'silva Senior Geologist Directorate of Mines and Geology, Government of Goa	
Mr. Sankalp Shet Dessai Senior Geologist Directorate of Mines and Geology, Government of Goa	
Mr. Sanjay Kankonkar Scientist-C Goa State Pollution Control Board	
Mr. Rohan R. Nagvekar Assistant Environmental Engineer Goa State Pollution Control Board	

Speed Post/Online

F. No. IA-L-11011/87/2025-IA-I

Government of India

Ministry of Environment, Forest and Climate Change
(Compliance & Monitoring Division-IA Division)

Indira Paryavaran Bhavan

Jor Bagh Road, Aliganj

New Delhi-110 003

Email: bhardwaj.adiraju@gov.in

Dated: 14th October, 2025

To,

Dy. Chief Executive Officer, Iron Ore Goa,
Sesa Goa, Vedanta Ltd.
Sesa Chor, 20 EDC Complex, Patto, Panjim, Goa,
North Goa, 403001.
Land Line No. - 2460600

Sub: Action Taken Report (ATR) – Non-compliances observed in the monitoring report with respect to Environmental Clearance (EC) for “Bicholim Mineral Block–1 (Auction Block) of M/s Vedanta Limited for mining of Iron Ore located at Bicholim, Bordem, Lamgao, Mulgoa, Mayem & Sirigao Villages of Bicholim Taluka of North Goa District, Goa”– reg.

Ref:

- i. Environmental Clearance (EC) No. IA-J-11015/3/2023-IA-II(NCM) dated 23.01.2024
- ii. NGT (WZ), Pune, Order dated 17.06.2025 in OA No. 65/2025 (WZ) – *Sandeep Salekar v. State of Goa & Ors.*
- iii. RO Bengaluru Monitoring Report dated 23.09.2025 submitted vide letter No. F. No. EP/12.1/2023-24/2/Goa/582

Sir,

Environmental Clearance (EC) was granted to *M/s Vedanta Limited* for the above-mentioned project vide Ministry's letter No. IA-J-11015/3/2023-IA-II(NCM) dated 23.01.2024, subject to implementation of the specific and general conditions stipulated therein.

2. The project was monitored by the Regional Office (RO), Bengaluru, on 10.09.2025 and subsequently, the monitoring report was submitted to the Ministry vide letter No. F. No. EP/12.1/2023-24/2/Goa/582 dated 23.09.2025.

3. The inspection report has been examined within the Ministry and the following partial/non-compliance have been observed based on the review of monitoring report submitted by the RO:

- i. As per the EC, the PP was required to modify the crushing & screening units within 4 months from the date of issue of the EC however the PP has not established the crushing and screening units and is using mobile screen for ore segregation. **(Specific Condition 18.4, 23.1)**
- ii. A budget of Rs 309.3 Lakhs to address the concerns raised by the public in the public consultation was approved as per the EC, however the PP is reported to have spent Rs. 116 lakhs. **(Specific Condition 3.1)**
- iii. The expenditure by PP on Adoption and implementation of mitigation measures proposed under the EMP is less as per the approved budgetary provision of 72 Cr. **(Specific Condition 5.1)**
- iv. As per the inspection report though plantation has been done by the PP Peripheral greenbelt & Fruit-bearing trees verification of tree density, overall survival rate, and compliance with 2500 trees/ha standard is pending. **(Specific Conditions 16.1 & 16.2)**
- v. As stipulated in the EC, PP has not fully replaced 10.5 T Trucks with 25 T trucks. **(Specific Condition 18.2)**
- vi. The PP has not provided details relating to development of a theme-based garden at the project site. **(Specific Condition 22.1)**
- vii. Camera traps and wildlife monitoring equipment has not been fully deployed by the PP **(Specific Condition 24.1)**
- viii. The PP has not provided permission letter obtained from Water Resource Dept, Goa for groundwater intersection. **(Standard Condition 3.1)**
- ix. During the inspection, pH levels in the well water were found to be acidic [as per the BIS drinking water specification] **(Standard Condition 3.2)**
- x. As per the submission of PP mining is being carried out as per the approved mining plan however, status of compliance in this regard is awaited from IBM/DGM-Goa. **(Standard Condition 5.1)**
- xi. Dump slope stabilization with geotextile and vegetative cover were done by the PP however status of compliance wrt gullies may be confirmed by IBM/DGM-Goa. **(Standard Condition 6.2)**
- xii. Permanent water sprinklers along the 3.40 km haul road within the ML area and 2.80 km outside the ML area have not been installed. **(Specific Condition 18.1 & Standard Condition 7.2)**
- xiii. Full coverage of Greenbelt development along 7.5m safety zone of the mine lease boundary has not been achieved as per the EC. **(Standard Condition 8.1)**
- xiv. Construction of the underpass has not yet commenced. **(Specific Condition 20.1)**
- xv. Compliance details of mitigation measures prescribed in MoEFCC O.M. No. Z-11013/57/2014-IA.II(M) dated 29.10.2014 for mining impacts on habitations have not been submitted. **(Standard Condition 1.4)**
- xvi. **During the site visit, as observed by the RO although the PP is using the deviated route with the approval of the DMG and is complying with the CTO conditions, the same amounts to a violation of the EC condition, as also contended by the Applicant in the present case.**

4. In view of the foregoing, the Project proponent (PP) is hereby directed to submit the clarification/Action Taken Report (ATR) for observed non-compliance within next 30 days from the date of issuance of this letter. It may be noted that, if no satisfactory reply is received within the prescribed time frame, the Ministry will be constrained to take necessary action as deemed fit and appropriate in the circumstances of the case which inter-alia include issuance of Show-Cause Notice under the provision of section (5) of the Environment (Protection) Act, 1986.

1582

This issues with the approval of the Competent Authority.

Encl: As above


(Dr. Bhardwaj Adiraju)
Joint Director/Scientist 'D'

Copy to:

1. The Deputy Director General of Forests (C), Ministry of Environment, Forest and Climate Change, Regional Office, Kendriya Sadan, 4th Floor, E&F Wings, 17th Main Road, Koramangala II Block, Bangalore-560034.
2. The Member Secretary, Infra-I, Ministry of Env., Forest and Climate Change, Indira Paryavaran Bhavan, Jor Bagh Road, Aliganj, New Delhi-110 003 (for infromation)
3. Member Secretary, Goa State Pollution Control Board, Panaji, Goa.
4. The Member Secretary, NCM Sector, Ministry of Environment, Forest & Climate Change, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Dellhi-110003.
5. The Chairman, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032.


(Dr. Bhardwaj Adiraju)
Joint Director/Scientist 'D'

To,

14/11/2025

Dr. Bhardwaj Adiraju
Joint Director / Scientist 'D'
Ministry of Environment, Forest and Climate Change
Indira Paryavaran Bhavan, Jor Bagh Road, Aliganj
New Delhi – 110003
Email: bhardwaj.adiraju@gov.in

Subject: Submission of Action Taken Report (ATR) – Environmental Clearance Compliance for Bicholim Mineral Block-1

Reference

- i. Your Letter No. F.No.IA-L-11011/87/2025-IA-I Dated : 14.10.2025
- ii. EC No. IA-J-11015/3/2023-IA-II(NCM) dated 23.01.2024
- iii. NGT (WZ), Pune Order dated 17.06.2025 in OA No. 65/2025 (WZ)
- iv. RO Bengaluru Monitoring Report dated 23.09.2025

Respected Sir,

With reference to the above subject and your letter dated 14th October 2025 which we received physically on 01.11.2025, we hereby respectfully submit the Action Taken Report (ATR) addressing the observations made by your good office basis the inspection report submitted by Regional office w.r.t Block-1 Bicholim Mineral Block. These observations are required to be reviewed and revisited on account of the following factual submissions.

We would like to bring to the notice of Ministry that the Block 1 Bicholim Mineral Block is a freshly auctioned mines by Govt of Goa and operations of which started just a year back after obtaining all the necessary permissions like :

- a. Environment Clearance dated 23/01/2024
- b. Ground water permission from water resource department dated 21/09/2023
- c. Consent To Establish from GSPCB dated 22/02/2024
- d. Consent To Operate from GSPCB dated 04/03/2024
- e. Lease Agreement with State govt. dated 22/03/2024

The mining operations started in the last week of March 2024.

Over the period of one year and seven months, a sincere effort is made towards compliance of all the Environment Clearance compliance conditions and which is evident from the MoEF, RO inspection report. Some conditions are required to be complied in phases and over a given

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CIN: L13209MH1965PLC291394

period of time and which was discussed and agreed during the appraisal process and also documented in the environment clearance letter.

Point wise responses to the queries raised are presented below for consideration:

1. *As per the EC. the PP was required to modify the crushing & screening units within 4 months from the date of issue of the EC however the PP has not established the crushing and screening units and is using mobile screen for ore segregation. (Specific Condition 18.4, 23.1)*

Response :

During the project appraisal, the sub committee of EAC visited the auctioned mine site of Block 1 Bicholim mineral block. During the site visit the committee visited the crushing plant site also. As the mines in Goa were shut since 2018, the said plant was in corroded condition and worn out. Hence the Sub committee asked the project proponent if the same old plant is going to be used and how much time it would take for modifying/strengthening the existing crushing and screening units As recorded on pg no. 21 point no 7 of EC letter, the Project Proponent submitted that crushing & screening units will be modified within 4 months after obtaining the Clearances.

After obtaining the EC the project proponent immediately applied for required NOC from Panchayat on 27/05/2024 (letter enclosed as **Annexure 1**). However there was a delay in obtaining the NOC from panchayat as a result the crushing & screening construction did not start.

We have obtained the required NOC's -and the construction work of the crushing and screening plant has started and expected to be completed latest by February 2026. Photographs of the construction work is provided below for consideration:



Figure 1 Crushing and screening plant erection work being carried out at NSP

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2. A budget of Rs 309.3 Lakhs to address the concerns raised by the public in the public consultation was approved as per the EC, however the PP is reported to have spent Rs. 116 lakhs. (Specific Condition 3.1)

Response:

The budget of Rs. 309.3 lakhs to address the concerns raised by public in the public hearing is for three years. Action plan to comply with the same within three years was presented to the EAC during appraisal process as well as submitted to regional office of MoEF. The same also is provided in final EIA report Chapter no 7 namely additional studies, Table no 7.1, Page no 179 to 183. The relevant pages of EIA are attached as **Annexure – 2**. Since our mine has just completed a period of one year and seven months from start of operations, we remain committed to comply with this EC condition and to utilize the budget within 3 years from the start of mining operations, ie, by April 2027

3. The expenditure by PP on Adoption and implementation of mitigation measures proposed under the EMP is less as per the approved budgetary provision of 72 Cr. (Specific Condition 5.1)

Response :

This is a typographical error in the Environment Clearance (EC) condition .

The Budgetary provision mentioned as Rs 72 Cr. in the condition is requested to be updated as Rs. 72 lakhs, in accordance with the Final EIA report and presentation to the EAC. The budgetary provision committed and proposed in our Final EIA (Chapter 2 namely Project description, page no 13 and Chapter 10 namely Environment Management Plan, page no 241, para 10.8, table 10.14, (Refer **Annexure 3**) as well as presented to EAC was Rs 72 Lakhs. The same also appears on page 16 of EC letter. The 72 lakhs was basically towards capital expenditure, However we have spent much more i.e 435 lakhs .

The details of actual spent towards EMP for the first year is provided below:

EMP Expenditure			
Description	Cost (Rs in Lakhs)		Details
	Capital	Recurring	
Plantation	0	7	Procurement of native and fruit bearing species of saplings and plantation and after care. Laying of geotextile final waste dumps of 2Ha
Environment monitoring	174	28	Environment Monitoring Air, Water, Noise, Awareness and training. Capex: display board, CAAQMS, , , water monitoring stations
Air pollution control measures	261	72	Hot mixing of road, Dry wheel wash/rumbler system, Hiring of tankers and road sweeping machine for road cleaning.

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Erosion control / Monsson measures	0	403	Laying of silpaulin on waste dumps, De silting of settling ponds, digging of trenches, garland drains. Laying of geotextile final waste dumps of 2Ha.
Water treatment	0	6	Water treatment by lime, magnasol and manpower
Erosion control	0	403	Laying of silpaulin on waste dumps, De silting of settling ponds, digging of trenches, garland drains. Laying of geotextile final waste dumps of 2Ha.
Statutory	0	77	CTE/CTO/membership fees for Hazardous wate disposal facility
Health and safety and awareness	0	27	Awareness and training sessions, Premedical test, Occupational health centre on mines, PPE, Fire safety
TOTAL	435	621	
		1,056	

Hence we request to kindly consider the amount of Rupees 72 lakhs as the approved budgetary provisions towards EMP .

4. *As per the inspection report though plantation has been done by the PP Peripheral greenbelt & Fruit-bearing trees verification of tree density, overall survival rate, and compliance with 2500 trees/ha standard is pending. (Specific Conditions 16.1 & 16.2)*

Response:

The periphery of entire mineral block already consists of thick plantation carried out by earlier lease holder. The project proponent has identified the gaps in the said plantation by planting native species in consultation with state forest department. Communication with forest dept is attached as **Annexure 4**

The project proponent has also carried out native species plantation on finalized areas of dumps slopes. (Relevant photographs of native fruit-bearing plantation is enclosed as **Annexure 5**). The spacing of 2 m is maintained so that the density of 2500 trees per ha is achieved. During the monsoon 2025, 10550 no of saplings were planted within the mines (safety zone and dump slopes) The plantation is being maintained by providing necessary after care like watering and manuring.

We are committed to maintain the tree density of 2500 trees/ha. We are also committed to complete the mentioned peripheral plantation within 3 years from start of mining operations, ie, by April 2027.

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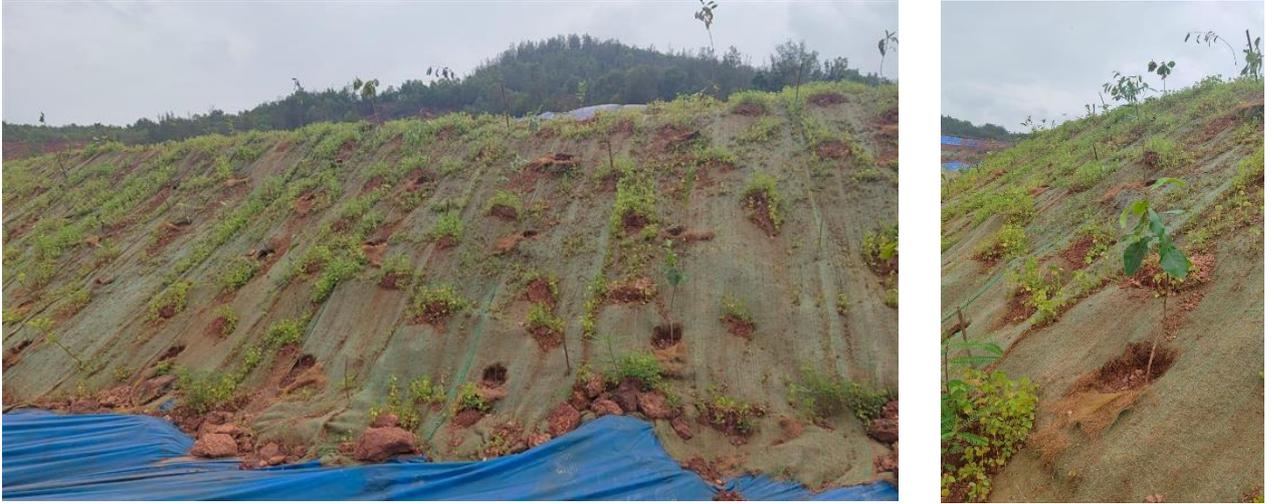


Figure 2 Plantation of native and fruit bearing sampling in 5 Top and 5 Bottom

5. As stipulated in the EC, PP has not fully replaced 10.5 T Trucks with 25 T trucks. (Specific Condition 18.2)

Response:

The project proponent while presenting to the EAC had clarified that the transportation activity from mine to jetty is carried out by locals and under the control of Directorate of Mines and Geology. The locals had invested in the 10.5 trucks (approved capacity of trucks) and the mining operations in Goa came to a sudden stand still in 2018. The truck owners association has strongly objected to replacing their trucks for time being as they faced heavy losses due to the mining ban and they oppose any change till their losses are covered. The EAC also had agreed for the same and hence had stipulated to replacement in phased manner.

Further, we have also requested the Directorate of Mines & Geology, Goa (DMG) to increase the truck capacity vide letter dated 30th May 2025 and 16th April 2025 (Letters attached as **Annexure 6**). We are strongly pursuing the matter with DMG as well as truck owners association which will help in reduction of traffic load as well as emissions per tonne/km. We remain committed to replace 10.5 T trucks with higher capacity trucks, after obtaining due permission from the DMG, in phased manner.

6. The PP has not provided details relating to development of a theme-based garden at the project site. (Specific Condition 22.1)

Response:

We have already developed a nursery spread across 1100 sq.m. adjacent to the mine, in consultation with the State Forest Dept. For theme-based garden within the mine, we wish to

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submit that the mine has just started in 2024 and post-reclamation of the mined-out areas and dumps, we will be able to develop the theme-based garden, as per the conceptual mine plan. As of now the mines is yet to reach the conceptual stage. The project proponent has expertise in developing such theme based gardens and has demonstrated it on one of its mine (Sanquelim mine) in Goa. (photos of gardens developed at Sanquelim mine attached as **Annexure 7**).

7. *Camera traps and wildlife monitoring equipment has not been fully deployed by the PP (Specific Condition 24.1)*

Response :

Provision for providing Camera traps is kept in the Wild Life Conservation Plan which is pending approval of State Forest Department. The same will be implemented once the plan is approved by the Forest department. Excerpts from Wild Life Conservation Plan submitted to forest department is attached as **Annexure 8**

Subsequent to approval of the Wildlife Conservation Plan by the State Forest Department, we will pursue with the Department for prompt implementation of these equipment, in accordance with the EC condition.

8. *The PP has not provided permission letter obtained from Water Resource Dept, Goa for groundwater intersection. (Standard Condition 3.1)*

Response:

Permission from Ground Water Cell of Water Resource Department is obtained and has been submitted during the MOEFCC RO, Bangalore inspection. Copy of the permission is attached as **Annexure 9**

9. *During the inspection, pH levels in the well water were found to be acidic [as per the BIS drinking water specification)*

Response:

Overall, the pH of ground water in Goa is acidic to slightly acidic in nature. This is due to the influence of lateritic soils having ph (5.5 to 6.5). The same was also presented in the EIA study report as part of baseline study in Chapter 3- *Description of the Environment*. The acidic nature of ground water is due to the regional geography of Goa and not attributable to our operations. We request to kindly consider the same.

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10. As per the submission of PP mining is being carried out as per the approved mining plan however, status of compliance in this regard is awaited from IBM/DGM-Goa. (Standard Condition 5.1)

Response:

This is a standard condition in EC. The project proponent confirms that all mining operations in the Block 1 Bicholim Mineral Block are carried out as per approved mining plan. No deviation is observed by IBM during their inspections. Also there is no specific requirement in the EC condition to take any report from IBM.

11. Dump slope stabilization with geotextile and vegetative cover were done by the PP however status of compliance wrt gullies may be confirmed by IBM/DGM-Goa. (Standard Condition 6.2)

Response:

Proper measures as mentioned in the RO report are taken on the dump slopes. Inward slope is provided on the dump steps to properly channelize the storm water so as to prevent gullies. The finalised slopes are covered with biodegradable geotextiles, sprayed with grass seeds and planted with native species. There is no specific requirement in the EC letter to get any confirmation from IBM/ DGM. While taking above measures to prevent formation of any gullies on the slope, we also monitor the dump slopes on regular basis and in case a gully is somehow formed, we take immediate action in channeling water away from the area to prevent its impact on the overall dump stability. It is part of routine efforts towards dump stability



Figure 3 Geotextile laying in 5 Top final dumps

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12. *Permanent water sprinklers along the 3.40 km haul road within the ML area and 2.80 km outside the ML area have not been installed. (Specific Condition 18.1 & Standard Condition 7.2)*

Response:

Rain water harvested in mine pit is used for dust suppression. The said activity is totally carried out by local villagers by deploying water tankers. The local stake holders are opposing installation of fixed water sprinklers as it will impact their livelihood. However company has already initiated the work of installing permanent sprinklers in phases and first phase will be completed immediately post monsoon 2025, ie, latest by May 2026. The same was also informed to the RO official also during the site visit. Copy of the commercial PO to implement permanent fixed sprinkling system is also enclosed in **Annexure – 14**.

13. *Full coverage of Greenbelt development along 7.5m safety zone of the mine lease boundary has not been achieved as per the EC. (Standard Condition 8.1)*

Response:

The standard condition no 8.1 stipulates to develop green belt of 7.5 m safety zone in 5 years and the mine has completed only one year of operation. There already exist a thick 7.5m green belt / safety zone at the periphery of the mine lease. The same is being strengthened and maintained. We are attaching here with the google image of mines where in a thick green belt is seen all along the lease boundary (Refer **Annexure 10**). Plantation details attached in **Annexure 11**



Figure 4 GOOGLE EARTH IMAGE OF BLOCK - I BICHOLIM MINERAL BLOCK

14 *Construction of the underpass has not yet commenced. (Specific Condition 20.1)*

Response:

An advance payment of Rs. Six crores towards the construction of underpass has already been made and we are pursuing with the Public Works Department to execute the underpass construction. The underpass job will be executed by PWD after obtaining necessary NOCs/permissions (Supporting document attached **Annexure-12**)

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15 *Compliance details of mitigation measures prescribed in MoEFCC O.M. No. Z11013/57/2014-IA.II(M) dated 29.10.2014 for mining impacts on habitations have not been submitted. (Standard Condition 1.4)*

Response:

PP is following up the mitigation measures provided in MoEFCC's Office Memorandum No. Z-11013/57/2014-IA.II (M), dated 29th October, 2014. Details of the compliance to each point is enclosed as **Annexure - 15**.

Compliance with MoEF Office Memorandum dated 29.10.2014 was considered by the Hon'ble High Court of Bombay (at Goa) in its Judgment dated 29.06.2024 in PIL 6 of 2024 in the context of transportation of e-auctioned ore and it was held that it is not as if transportation of ore through village road is completely prohibited. (para. 38 & 39 of the Judgement- refer **Annexure 13**)

The transportation of Vedanta Ltd. at Bicholim Mineral Block was also considered by the Hon'ble High Court in this judgment allowing transportation as per the conditions of the Environment Clearance and Consent to Operate. (para. 28 & 30 of the Judgment). The transportation of Vedanta Ltd. is not being carried out through village road but instead through non-village/ Major District Road-20 (MDR-20).

16 *During the site visit, as observed by the RO although the PP is using the deviated route with the approval of the DMG and is complying with the CTO conditions, the same amounts to a violation of the EC condition, as also contended by the Applicant in the present case.*

Response:

There is no change in the route, i.e., starting as well as end points remain the same as presented during the EAC meeting. As presented during the EAC meeting, we had proposed to use total 5.48 km of road from mine to Sarmanas jetty, which included 4.54 km of dedicated route and 0.94 km of Major District Road (MDR). The same route mentioned in EC for transportation of iron ore from Bicholim mine to Sarmanus Jetty is being used only with extended usage of public road/ Major District Road-20 (MDR-20) which has already been appraised and examined as part of the EC.

Of the 4.68 km of dedicated road, approx. 80% of the land is owned by the company and we were expecting to secure access to remaining 20% of the land. Post grant of EC, access to this small portion of land not owned by company (approx. 20% of dedicated road portion) was blocked by few locals & ex-workmen having vested interest. Relevant extract of the of the newspaper reports are enclosed herewith as Annexure-16 wherein certain individual (mostly

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ex-workmen of erstwhile mining leaseholder) have made a statement to not allow transportation till their demands are fulfilled.

Due to this blockage, the company approached State authorities seeking usage of the extended stretch forming part of the public road (MDR-20) which is already mentioned in the EC and was considered as part of the EC appraisal process.

Subsequently, the Inter-Department Committee (comprising of Dy. Collector, Officials from Directorate of Mines & Geology, Goa State Pollution Control Board, Public Works Department, Addnl. Director of Transport, Traffic Cell, Bicholim and Police Inspector, Bicholim) took cognizance of this blockade/ obstruction & conducted site visit, following which this extended usage of around 0.8kms of public road MDR-20 was approved by the Inter Department Committee and State Government, keeping the total road usage by the company same as per EC. Copy of the Inter-Department Committee is enclosed.

The Inter-Department Committee has further observed that the traditional transport route of mineral transportation was blocked by land-owners/farmers, who had also demanded that transportation be carried through the public road. Accordingly, the company applied for transportation on extended stretch of public road. The Committee has also observed that there is neither any habitation nor any increase in traffic load, by allowing usage of the extended stretch of public road.

Further, in one of the related Court case at the High Court of Bombay at Goa in Misc.Civil Application no. 102/2025 of Writ Petition no. 6/2024, the Govt. of Goa DMG in its affidavit has submitted the following: (Copy of the affidavit is provided at **Annexure 17**)

“8. I say that the permit for the other route was granted after inspection conducted by an inter-departmental committee comprising officials from the Police Department, Public Works Department, Transport Department, Office of the Deputy Collector, Bicholim, Goa State Pollution Control Board and Directorate of Mines & Geology. I say that the Committee recommended that transportation through the alternate route may be allowed. The same was considered by the Government, which approved the proposal and accordingly, the permit was granted by this Respondent. I say that grant of approval for the routes is within the domain of the State authorities, which have considered the relevant aspects and examined the feasibility, after conducting inspection.

9. I say that the fact that the EC refers to a particular route does not mean that no transportation can be permitted by the State authorities from a different route. I say that it is pertinent to note that the route in question is a public road. I say that no person can be prevented from using the public road. I say that adequate safeguards are in place to keep a check on the transportation activity, including monitoring by the GSPCB.”

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In view of the above, it may be considered that the grant of approval for the routes is within the domain of the State authorities, which have considered the relevant aspects and examined the feasibility of mineral transportation, after conducting site inspection. Further, the usage of public roads for mineral transportation can be granted by State authorities including SPCB with adequate safeguards.

Further, in compliance of the NGT directions, field inspection has been done by Joint Committee comprising MOEF Regional Office (Bangalore), GSPCB and DMG officials, who have also ascertained the transportation of the route is being done with necessary environmental and traffic safeguard measures.

Map of the route as well as details are shown below

Route Type	Transportation route as per EC (Distance in kms.)	Current Transportation route as approved by Inter-Dept. Committee (comprising of SPCB, DMG, PWD, Dy. Collector, Transport Cell & Police Dept.)
Dedicated route	4.54	3.75
Major District Road	0.94	1.87 = 0.94 + 0.93 km (Source: Jt. Committee report submitted to NGT & MOEF)
Total route	5.48 km	5.62 km (Source: Jt. Committee report submitted to NGT & MOEF)

Figure ... Transportation route as per EC and current route



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The current transportation route approved by the State Authorities does not involve any other transportation route. Rather, the company has been permitted to use extended stretch of the same public road MDR-20 which has been appraised to the EAC and was part of the consultation process for grant of Environment Clearance for Bicholim Mineral Block. The same major district road (MDR-20) is used which is already specified in the EIA.

The above changes were also intimated to MoEf vide our letter dated 14/12/2024 and submitted to MOEF RO through our six monthly compliance reports . Hence, we request you to kindly reconsider your observation wrt transportation route in light of our above submissions and permission granted jointly by the DMG, SPCB and various State Govt. authorities.

In view of the above clarifications and factual submissions, we request your good Office to kindly consider and issue closure of the letter dated 14 October, 2025 duly recording withdrawal of observations at sr. no 3(xvi) of the said letter and that there is no violation of the EC conditions.

We will be grateful for your kind and prompt action.

Thanking you,

Yours faithfully,

For Vedanta Limited



Dhirajkumar Jagdish
Dy. Chief Executive Officer-Iron Ore Goa
Authorized Signatory

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Date : 27/05/2024

To,
The Sarpanch/Secretary,
Village Panchayat Mayem - Vaiginim,
Mayem, Bicholim - Goa.

Sub:- Repairs of existing NSP plant

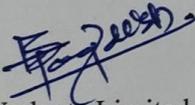
Sir,

We had NSP dry crushing and screening plant in survey no. 163/0 having area of 1219.8 m2. The plant was in operation till 2018, after which it was idle due to mining ban. Till date we have paid house tax for the said property regularly at your office.

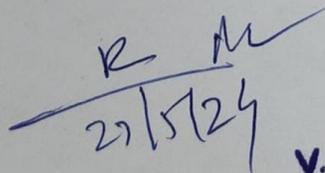
We have dismantled NSP plant structures and equipment as they were corroded due to safety issue. Now we have decided to re-install NSP plant for our mining operations.

We humbly request you to grant permission for carrying out repair work at the earliest.

Thanking you



For Vedanta Limited
Authorized Signatory
Mr. Dhirajkumar Jagdish
Dy. CEO, Iron Ore Goa


27/5/24

V. P. Mayem - Vainguinim

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1596

**sesa goa iron ore**

To,
The Sarpanch and Members,
Village Panchayat Mayem,
Mayem, Goa.

Date: 05/12/2024

Subject: Request for No Objection Certificate (NOC) for Repair/
Construction of Structure as per Annexure A.

Respected Sir/Madam,

We, Vedanta Limited, are writing to seek your kind cooperation in granting a No Objection Certificate (NOC) for repairing/constructing the structure located within the jurisdiction of the Village Panchayat Mayem as detailed in Annexure A attached to this letter.

The proposed repair/construction is crucial to ensure the safety, functionality, and compliance of the structure in line with local regulations and community welfare. We assure you that all works will be carried out following the guidelines provided by the concerned authorities and without causing any inconvenience to the surrounding community.

We kindly request you to review the details provided in Annexure A and provide the required NOC at the earliest. Your prompt response will enable us to proceed with the necessary permissions and ensure the smooth execution of the proposed activities.

Please let us know in case any further information or document is required from our end for the purpose of obtaining NOC.

VEDANTA LIMITED (Formerly known as Sesa Sterlite Ltd/Sesa Goa Ltd.)
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Sensitivity: Public (E4)

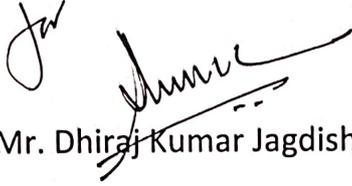
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We look forward to your positive response and are available to address any queries or concerns that you may have.

Thanking You,

Yours faithfully,

For Vedanta Limited



Mr. Dhiraj Kumar Jagdish- Dy CEO.

Enclosures:

- 1. Annexure A – Details of the Proposed Repair/Construction**
- 2. G.A. & Foundation Plan.**

Annexure -A

Sr. No.	Description of the structure	Survey No.	Area
1	Retaining wall (RW1)	163/0	171
2	Feed hopper	163/0	27.5
3	Vib grizzly & primary crusher	163/0	48.083
4	staircase	163/0	1.563
5	BC1A conveyor	163/0	230
6	Retaining wall (RW2)	163/0	171
7	Belt B2 Conveyor	163/0	40
8	Schenck Screen	163/0	70
9	Belt B3 Conveyor	163/0	134
10	Belt B4 Conveyor	163/0	120
11	Product Hopper	163/0	20.25
12	Belt B5 Conveyor	163/0	88
13	Impact crusher	163/0	45
14	Belt B6 Conveyor	163/0	30
15	Belt B7	163/0	88
16	Belt B-8	163/0	116
17	Belt B-9	163/0	88
18	Belt B-11	163/0	50
19	Belt B-12	163/0	30
20	Total plant area	163/0	1568.395
21	Belt B-10-Shuttling conveyor	163/0	160
22	Control room	163/0	90
23	D.G.Room Shed	163/0	174
24	M.C.C. Room /substation	163/0	140
25	Weigh Bridge	163/0	199.5
26	Toilets	163/0	36
27	Canteens	163/0	312
28	Security shed/scooter parking shed;etc	163/0	270
29	Office	163/0	78.72
30	Wireless Tower	163/0	2.25
	Total=		3330.865
			Sq. mtr.

Environmental Impact Assessment & Environment Management of Block-IBicholim Mineral Block

Table No 7.1 Action plan as per MoEF&CC O.M. dated 30/09/2020

Sr. No.	Activities	Budget (Rs. In Lakhs)	Yearwise Physical targets & Budget		
			Year1	Year2	Year3
I	Education				
1	Educative wall Paintings in 16 Govt. Primary Schools in Mulgao, Piligao, Sirigao, Mayem and Lamgao villages.	17.00	Benefit to 5 schools namely: 1. Govt.Primary School-Piligao; 2. Govt.Primary School-Sirigao; 3. Govt.Primary School-Lamgao; 4. Govt.Primary School- Bordem and 5. Govt.Primary School-Kantar Dabdaba villages. (170 students) Rs. 5lakh	Benefit to 5 schools namely: 1. Govt.Primary School-Bagwada, Mulgao; 2. Govt.Primary School-Manasbag, Mulgao; 3. Govt.Primary School-Shirodwadi, Mulgao; 4. Govt.Primary School-Bagwada, Piligao; and 5. Govt.Primary School-Mathwada, Piligao (80 students) Rs. 5lakh.	Benefit to 6 schools in Mayem-Vaiguinim Panchayat namely: 1. Govt.Primary School-Bhavkai; 2. Govt.Primary School-Kelbaiwada; 3. Govt.Primary School-Haturli; 4. Govt.Primary School-Gaonkarwada; 5. Govt.Primary School-Haldanwadi; and 6. Govt.Primary School-Sikerim. (100 students) Rs. 7 lakh



Doc. No.: MES/EIA/SEC-1/23-03

Environmental Impact Assessment & Environment Management of Block-I***Bicholim Mineral Block***

2	Teaching learning kits and Sports kits to 16 Government Primary Schools in Mulgao, Sirigao, Mayem, Lamgao, Bordem, Dabdaba and Piligao villages	8.50	Benefit Govt.Primary School-Bhavkai, Govt.Primary School-Kelbaiwada ,Govt.Primary School-Haturli, Govt.Primary School-Gaonkarwada, Govt.Primary School-Haldanwadi, and Govt.Primary School-Sikerim in Mayem-Vaiguinim Panchayat. Rs 3.5lakh	Benefit Govt.Primary School-Bagwada, Mulgao Govt.Primary School-Manasbag Mulgao, Govt.Primary School-Shirodwadi Mulgao and Govt.Primary School-Bagwada, Piligao and Govt.Primary School-Mathwada Piligao. (80 students) Rs 2.5lakh	Benefit Govt.Primary School-Piligao, Govt.Primary School-Sirigao, Govt.Primary School-Lamgao, Govt.Primary School- Bordem & Govt.Primary School-Kantar Dabdaba villages. (170 students) Rs. 2.5lakh
3	Outdoor play equipments in Govt. Primary School Manasbag Mulgao.	1.00	-	Govt. Primary School Manasbag, Mulgao. (12 students) 1Lakh	-
4	Construction/Repair of Anganwadi building at Lamgao village	20.00	Construct/repair new building for anganwadi at Lamgao village.(approx.20 children) 20Lakh	-	-



Doc. No.: MES/EIA/SEC-1/23-03

Environmental Impact Assessment & Environment Management of Block-I***Bicholim Mineral Block***

5	Computer Labs in 4 high Schools in the buffer zone	14.00	Each computer Lab will be provided with 10, computers, tables & chairs. Benefit 4 High Schools (~2800 students) namely: 1.Our lady of Grace High school-Bicholim; 2.Radhakrishana Vidyalaya -Bicholim; 3.Ideal High school, Piligao and 4 Govt. High School Mulgao. 10.9lakh	Continue operation of all 4 computer labs in year 2. (benefitting ~2800 students) 1.5lakh	Continue operation of all 4 computer labs in year 3. (benefitting ~2800 students) 1.6Lakh
6	Construction of 2 classrooms in Vijayanand High school, Tikhajan-Mayem	20.00	Construct 2 classrooms in Vijayanand High School, Mayem. 20 Lakh	-	-
II Health Care Facilities					
7	Mobile Health Van (MHU) catering to Mulgao, Mayem, Piligao, Lamgao and Sirigao villages providing basic medical care services at doorstep. Additionally 10 specialised health camps per year for women, children and elderly.	102.00	Weekly two MHU visits to each targetted villages (5nos) namely Mayem, Mulgao, Piligao, Lamgao and Sirigao. 2 specialised health camps in each targetted village (5nos.) 30Lakh	Weekly two MHU visits to each targetted village (5nos) namely Mayem, Mulgao, Piligao, Lamgao and Sirigao. 2 specialised health camps in each targetted village (5nos.) 34Lakh	Weekly two MHU visits to each targetted village (5nos) namely Mayem, Mulgao, Piligao, Lamgao and Sirigao. 2 specialised health camps in each targetted village (5nos.) 38 Lakh



Doc. No.: MES/EIA/SEC-1/23-03

Environmental Impact Assessment & Environment Management of Block-I***Bicholim Mineral Block***

III Agriculture Development					
8	Support for agriculture rejuvenation by providing necessary inputs like Seeds, Fertiliser, ploughing, Fencing support etc in Mayem, Mulgao, Piligao, Bicholim villages to benefit over 300 farmers. Farmers awareness and motivational workshop by involving Agriculture department and other experts.	45.00	100 farmers beneficiary 10 lakh	100 farmers beneficiary 15lakh	100 farmers beneficiary 20 lakh
9	Supplying water for irrigation of horticulture garden (Orchards of coconut, arecanut plantation) in Mulgao village during non monsoon season.	1.80	20 farmers of Mulgao, apprx. Area 7000m2 0.6Lakh	20 farmers of Mulgao apprx. Area 7000m2 0.6Lakh	20 farmers of Mulgao apprx. Area 7000m2 0.6Lakh
IV Skill Development					
10	Start 2 computer skilling /vocational training centres in Mayem Panchayat and Bicholim Municipal Council offering courses Like DCA, Tally & GST, Web designing, Advance excel and DTP.	23.00	Centre will be equiped with 10 computers, chairs , tables, internet facility and trainer. Training 240 local youths from Mayem-Vaiguinim Panchayat and Bicholim Municipal Council areas. 10lakh	Operation of 2 computer skilling centres in year 2. Training 240 local youths. 6lakh	Operation of 2 computer skilling centres in year 3. Training 240 local youths. 7Lakhs



Doc. No.: MES/EIA/SEC-1/23-03

Environmental Impact Assessment & Environment Management of Block-I Bicholim Mineral Block

11	10 Skill training workshops covering around 300 women self help group members on rural enterprise development. Creating 10 women enterprises	35.00	2 training workshops in each village namely Piligao, Mulgao, Mayem, Sirigao and Bicholim. 6Lakh	2 training workshops in each village namely Piligao, Mulgao, Mayem, Sirigao and Bicholim. Support 3 groups/individual for micro enterprises 12lakh	10 women enterprises from Piligao, Mulgao, Mayem, Piligao and Bicholim villages. 17lakh
V	Infrastructure Development				
12	Retaining wall to agriculture field of Satyavan Chodankar, Mulgao village	22.00	-	Retaining wall of 40m x5m area. 22lakhs	-
	Total	309.30	116	99.6	93.7



Doc. No.: MES/EIA/SEC-1/23-03

Environmental Impact Assessment & Environment Management of Block-I
Bicholim Mineral Block

	Mayem Lake	0.46km
Defence Installation	None	--
Nearest airport	Mopa	27.3 Kms
Nearest Railway Station	Tivim	10.5 kms
Nearest Highway	SH-1	0.65 KM from ML area
Seismic Zone	III	--
Nearest Habitat	Within the lease	Min Buffer of 50mts shall be provided and no drilling and blasting shall be carried out.
Environmental Protection Cost	Capital Cost: Rs. 72 lakhs Recurring Cost: Rs. 621 Lakhs	--
Project Cost	25000 lakhs	
Man Power Requirement	716	Both Direct & Indirect employment
Archaeological monuments/ places of worships/public utilities etc.	Namuzgah/Idgah ;	Archaeological monuments Within ML area. (200m buffer will be maintained from Idgah;
	Lamgao caves	300m buffer from Lamgao caves)
	Sateri Temple Mhatrai temple Kelbai Temple Mahadev Temple Lairae Temple (Old)	With in the ML Area
	Shri Lairae Temple(new)	0.86 km from ML Area.
	Saptakoteshwar temple and at Narve	2.5 km There are other monuments within 10km radius namely temples, Churches at Old Goa, Site at Gujir,
	Amthane Dam	7 kms
	Fort at Khorjuvem	2 kms, there are few other forts also within study area like fort at Colvale & Sanquelim
		Public ferry point at sarmanas at Pilgao village at an aerial distance of 2.45 km
Coastal Regulation Zone (CRZ)	--	--



Environmental Impact Assessment & Environment Management of Block-I
Bicholim Mineral Block

10.8 EMP Budget

Table. No. 10.14 EMP Cost per annum

Details	Capital Cost	Recurring Cost	Remarks
	(Rs in lakhs)		
Plantation	-	7.5	Green belt, Plantation on dump slopes etc
Environment monitoring	44	44	Air, Water, Noise, CAAQMS, AMCs
Air pollution control measures	20	300	It includes maintenance of wheel wash, operation of road sweeping machine, tarpaulin covering for trucks, road washing with water tanker, dust suppression on mines, maintenance of roads. Capex-fixed dust suppression system
Water Treatment	-	11	Use of lime and flocculants
Erosion control /monsoon measures	-	221	De-silting trenches-settling pits, boulder wall construction , geotextile, stack covering with silpaulin, Making trenches
Personal protective equipment	-	15	Safety shoes & gumboots, helmet, ear plugs, dust masks, goggles
Maintenance of fire protection systems	-	1.5	Providing Fire extinguishers; fire suppression systems
Environment awareness & training	-	5	Training sessions for employees and community; celebration of environment week, vanamahotasav and various significant days
Health	8	16	Premedical test; Occupational health centre on mines
Total	72	621	
CER Cost			
Budget for meeting the demands of public	-	309.3	Action plan keeping the demands of Public hearing
Grand Total	72	930.3	



1606

Communication with Forest Department reg plantation

Annexure 4



sesa goa iron ore

To
The Range Forest Officer
Keri Range,
Goa Forest Department

Date:03-07-2025

Sub:- Annual plantation programme at Block I-Bicholim Mineral Block

Sir,

Every year plantation activities on mines are carried out during the monsoon season. This year also we are going to carry out plantation on various finalised areas like waste dump , safety zone etc within our mine block. The species will comprise a mix of forest as well as horticulture species which will help improve the biodiversity of the area.

We request you to visit our site during the ongoing plantation season and provide your valuable guidance.

Thanking you

Yours faithfully

Handwritten initials

Handwritten signature
Dhirajkumar Jagdish
Authorized Signatory

Received
dt: 8/7/25
OFFICE OF THE
RANGE FOREST OFFICER
KERI-SANQUELIM
GOA

VEDANTA LIMITED
Sesa Goa iron ore: Sesa Ghor, 20 EDC Complex, Patto, Panjim, Goa - 403 001, India
T +91 0832 2460600 | Website: www.sesagoaironore.com

Registered Office: Vedanta Limited, 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai 400093, Maharashtra, India.
CIN: L13209MH1965PLC291394

**sesa goa**

Date: 08/10/2025

To
Range Forest Officer
Keri Range
Goa Forest Department

Subject: Annual Plantation programme at Block I Bicholim Mineral Block

Reference: Our letter dated 3/07/2025

Respected Sir,

Reference to above cited subject, we would like to inform your office that we have successfully carried out the annual plantation at our Block I Bicholim Mineral block under your invaluable guidance and support

A total of 10550 nos of saplings of native species were planted in various areas within the mining lease as per the spacing (2m x2m) as suggested by your office also as stipulated in the Environmental Clearance issued to the mines. Proper aftercare will be provided to the saplings to achieve more than 90% of survival rate.

We hereby attach list of plant species planted at our mines for your record

Thanking you,
Yours faithfully,
For Vedanta Limited


Sneha Sawant
Assistant Manager- Environment

Received 4/11/25
OFFICE OF THE
RANGE FOREST OFFICER
KERI-SANQUELIM
GOA

PLANTATION AT BLOCK I MINES FOR THE YEAR 2025						
Sr.No.	Common name	Botanical name	Locations			Total
			5 bottom	5 Top safety belt and dump stage	Safety zone 1Top	
1	Awala	Phyllanthus embica	150	0	200	350
2	Chinch	Tamarindus indica	150	0	150	300
3	Jambul	Syzygium cumini	150	300	200	650
4	Mango	Mangifera Indica	150	200	200	550
5	Owal		150	0	200	350
6	Mahaguni	Swietenia	150	0	150	300
7	Ghoting	Terminalia bellirica	150	300	150	600
8	Bayo	Cassia Fistulla	150	200	150	500
9	Peru	Psidium guajava	150	200	150	500
10	Rain Tree	Samanea saman	150	200	150	500
11	Tamhan	Lagerstroemia speciosa	150	0	100	250
12	Saton	Alstonia scholaris	150	0	100	250
13	Sisso	Dalbergia sissoo	150	200	100	450
14	Pelt Form	Plethorum pterocarpum	150	200	100	450
15	Siras	Albizia lebbeck	150	0	150	300
16	Karanj	Millettia pinnata	150	0	100	250
17	Rito	Sapindus mukorossi	150	200	100	450
18	Kaju	Anacardium occidentale	0	500	250	750
19	Apto	Bauhinia racemosa	0	300	100	400
20	Spatodiya	Spathodea	0	200	100	300
21	Casiya Simiya	Cassia siamea	0	0	100	100
22	Gliricidia	Gliricidia	1500	500	0	2000
	Total		4050	3500	3000	10550

Plantation with native species carried out on finalized dump slopes covered with Geotextile

Plantation pictures



Figure 1 Plantation of native and fruit bearing sampling



Phone : 2225057 / 2220101 / 2225118

Email : gmoea1963@yahoo.com

gmoea@goamining.org

Goa Mineral Ore Exporters' Association

Post Box 113, Vaglo Building, Panjim - 403 001, Goa.

Reg. No. 445/GOA/2013 GSTIN : 30AAAAG4464H1Z3

Ref. No.

2024-25/12/10105

April 16, 2025

The Director,
Directorate of Mines and Geology,
Government of Goa,
Panaji, Goa - 403 001

Dear Sir,

Subject: Request for Amendment of Rule 17-4 under the Goa (Prevention of Illegal Mining, Storage and Transportation of Minerals) Rules, 2013

We appreciate efforts of the Government of Goa to ensure commencement of mining operations, transportation and other concerns affecting ease of doing business. We are positive that future issues faced by the industry would be effectively addressed.

At the present juncture, there is one immediate matter, as mentioned in the subject matter, which requires your attention for early addressal. This possibly was a concern at that time, when the rules were notified due to the sheer numbers of transportation trucks being operated then.

Presently, the challenge being faced by lease holders and transporters are essentially due to the limitations imposed, more specifically in Chapter V and pointed to Rule 17(4) of the Goa (Prevention of Illegal Mining, Storage and Transportation of Minerals) Rules, 2013 dated 17th October 2013.

As per the said rule, "No trucks registered with the Transport Department after 10-09-2012 shall be eligible for registration for mineral transportation except as a replacement to the truck already registered with the Department."

As mentioned earlier, while we understand that the intention behind this clause was to regulate number of trucks in the State, this clause effectively hinders and prevents the registration of new, higher-capacity trucks, which are also essential for ensuring public safety and minimizing environmental impact.

It appears that quite a number of the existing registered 10-ton fleet owners may be reluctant to upgrade to modern, high-capacity vehicles, the advent is however,

Received (sd. *Chawab*)
Directorate of Mines & Geology
Government of Goa

1

necessary over time. In absence of which, the transportation fleet remains outdated and less efficient. Besides this, the intent to decrease carbon footprint on the Roads will only remain in paper if practical advents and cleaner are not introduced in a phased manner.

Further, with the current restrictions on the number of trips allowed, lease holders are constrained to achieve their approved capacities despite there being potential to achieve much more. There is hence a need to review bottlenecks faced to ensure efficiencies play an important role.

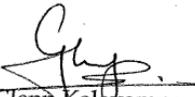
Further, allowing the registration of higher-capacity, modern trucks would contribute significantly to reducing the number of trips required, improving overall safety, and aligning with sustainable mining practices.

Considering the above, we earnestly request the Directorate of Mines & Geology, as a nodal department, to kindly review and amend Rule 17-4 to permit registration of new trucks with higher capacity for mineral transportation—not merely as replacements—subject to compliance with safety and environmental standards.

Needless to mention, such a step will greatly benefit the mining sector, improve transportation efficiency, and promote responsible mining in the state.

Should you require any further clarifications, we would be most willing to discuss the same.

Thanking you,


Glenn Kalavampara

(Secretary)

30th May, 2025

To,
 Director of Mines,
 Directorate of Mines & Geology,
 Government of Goa,
 Institute of Menezes Braganza.
PANAJI - GOA.

Subject: Request for allowing transportation from Bicholim mine using high capacity trucks

Dear Sir,

We would like to sincerely appreciate the progressive steps & efforts taken by the State Government in ensuring smooth restart of mining operations in the State of Goa.

As you are aware, our Company is the first to start mining activities in the State of Goa pursuant to the allotment of Block I - Bicholim Mineral Block by the State Government and is committed to operating in strict compliance with the Environmental Clearance ("EC") conditions stipulated by the MoEF.

One of the EC conditions requires usage of higher capacity vehicles for transportation to reduce overall traffic and minimize environmental impact. In line with this, our Company intends to deploy higher capacity vehicles for transportation of mineral and other materials to the New Beneficiation Plant. The relevant EC condition is reproduced as follows:

"18.2 As committed by the Project Proponent, existing trucks of 10.5 Tonnes shall be replaced with higher capacity trucks of 25 Tonnes in phased manner to reduce traffic load and emissions per tonne/km."

However, we are faced with a practical challenge due to the operation of Rule 17(4) of the Goa (Prevention of Illegal Mining, Storage and Transportation of Minerals) Rules, 2013. The relevant provision is reproduced as follows:

"No trucks registered with the Transport Department after 10-09-2012 shall be eligible for registration for mineral transportation except as a replacement to the truck already registered with the Department"

This limitation is acting as an impediment in our ongoing efforts to comply with the EC Conditions and to improve operational efficiency while promoting environmental sustainability.

VEDANTA LIMITED (Formerly known as Sesa Sterlite Ltd/Sesa Goa Ltd.)
 sesa goa iron ore, Sesa Ghor, 20 EDC Complex, Patto, Panjim, Goa - 403 001, India
 T +91 0832 2460600 | Website: www.sesagoaironore.com
 Registered Office: Vedanta Limited, 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chokoli (West), Mumbai 400042, Maharashtra, India.
 CIN: L13209MH1965PLC291394



30/5/25
 Received (Sd/-)
 Director of Mines & Geology
 Government of Goa



In light of the above, we earnestly request your good Office to review the abovementioned compliance requirement and allow transportation from Bicholim Mine to the New Beneficiation Plant using high capacity vehicles.

Thanking you for your kind consideration.

Yours faithfully
For Vedanta Limited



(Nikhil Kulkarni)
Head Corporate Affairs – Sesa Goa

Theme based Biodiversity gardens

The project proponent has developed similar gardens in its other mines for example the Nakshatra Van, Charak Vatika, Bamboo Setum, Bamboo Pavillion at Sanquelim mine; Such native species gardens are protected and provided with necessary aftercare and maintained as gardens.



Nakshatra Van



Charakvatika



Butterfly park



Bamboo Setum

Figure 1 Theme based Biodiversity gardens



sesa goa iron ore

To
The Chief Wildlife Warden
Goa Forest Department,
Van Bhavan, Altinho, Panaji,
Goa

Dated: 30/11/2023

Sub: Approval of Wild Life Conservation Plan w.r.t Block I- Bicholim Mineral Block

Respected Sir,

We had submitted the Wild Life Conservation Plan for your approval vide our letter dated 19/06/2023. We would like to state that we have reviewed the list of Schedule 1 species within the study area w.r.t the latest Wild Life (Protection) Amendment Act 2022 along with the Wild Life North Division. The list of Schedule 1 species as authenticated by Wild Life division is attached herewith as Annexure 1.

We are also submitting the revised proposal for Wild Life Conservation Plan with a financial budget of Rs 60 Lakhs for approval. The details of the same is attached herewith as Annexure 2.

We request you to kindly approve the Wild Life Conservation Plan w.r.t Block I Bicholim Mineral Block .

Thanking you

Your faithfully

For Vedanta Limited

Jagdish Ravindranath Desai
Head Environment
Authorised Signatory

Stamp
30/11/23
Office of the
Pr. Chief Conservator of Forests
Altinho, Panaji - Goa 403 001

VEDANTA LIMITED
Sesa Goa iron ore: Sesa Ghor, 20 EDC Complex, Patto, Panjim, Goa - 403 001, India
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Registered Office: Vedanta Limited, 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai 400093, Maharashtra, India.
CIN: L13209MH11965PLC291394

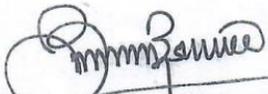
Sensitivity: Public (C4)

**AUTHENTICATED LIST OF FLORA AND FAUNA IN CORE AND BUFFER
ZONE OF BLOCK I BICHOLIM MINERAL BLOCK OF VEDANTA LIMITED,
BICHOLIM TALUKA, NORTH GOA**

List of Scheduled I Wildlife species around 10 kms radius of Block-I Bicholim Mineral Block

Sl. No.	Common Name	Scientific name	Family	IUCN / WPA schedule
MAMMALS				
1	Common leopard	<i>Panthera pardus</i>	<i>Felidae</i>	I
2	Indian grey mongoose	<i>Urva edwardsii</i>	<i>Herpestidae</i>	LC / I
3	Indian porcupine	<i>Hystrix indica</i>	<i>Hystricidae</i>	LC / I
4	Small Indian civet	<i>Viverricula indica</i>	<i>Viverridae</i>	LC / I
5	Bonnet macaque	<i>Macaca radiata</i>	<i>Cercopithecidae</i>	VU / I
BIRDS				
6	White-bellied Sea-Eagle	<i>Haliaeetus leucogaster</i>	<i>Accipitridae</i>	R / I
7	Indian Peafowl	<i>Pavo cristatus</i>	<i>Phasianidae</i>	VU / I
8	Brahminy Kite	<i>Haliastur indus</i>	<i>Accipitridae</i>	LC / I
9	Indian Vulture	<i>Gyps indicus</i>	<i>Accipitridae</i>	LC / I
10	Crested Serpent Eagle	<i>Spilornis cheela</i>	<i>Accipitridae</i>	LC / I
11	Crested Goshawk	<i>Accipiter trivirgatus</i>	<i>Accipitridae</i>	LC / I
12	Shikra	<i>Accipiter badius</i>	<i>Accipitridae</i>	LC / I
13	Grey Jungle fowl	<i>Gallus sonneratii</i>	<i>Phasianidae</i>	LC / I
14	Nilgiri Wood Pigeon	<i>Columba elphinstonii</i>	<i>Columbidae</i>	LC / I
15	Brown Wood Owl	<i>Strix leptogrammica</i>	<i>Strigidae</i>	LC / I
16	Crested Tree-swift	<i>Hemiprocnis coronata</i>	<i>Hemiprocnidae</i>	LC / I
17	Small Minivet	<i>Pericrocotus cinnamomeus</i>	<i>Campephagidae</i>	LC / I
18	Common Hill-Myna	<i>Gracula religiosa</i>	<i>Sturnidae</i>	LC / I
19	Cinnamon Bittern	<i>Ixobrychus cinnamomeus</i>	<i>Ardeidae</i>	LC / I
20	Cotton Pygmy Goose	<i>Nettapus coromandelianus</i>	<i>Anatidae</i>	LC / I
21	Western Marsh Harrier	<i>Circus aeruginosus</i>	<i>Accipitridae</i>	R / I
22	Besra	<i>Accipiter virgatus</i>	<i>Accipitridae</i>	R / I
23	Spot-bellied Eagle-Owl	<i>Bubo nipalensis</i>	<i>Strigidae</i>	LC / I
24	Brown Wood Owl	<i>Strix leptogrammica</i>	<i>Strigidae</i>	LC / I
REPTILES				
25	Cobra	<i>Genus Naja</i>	<i>Elapidae</i>	LC / I
26	Russell's Viper	<i>Daboia russelii</i>	<i>Viperidae</i>	LC / I
27	Bengal monitor	<i>Varanus bengalensis</i>	<i>Varanidae</i>	VU / I
28	Checkered Keelback	<i>Fowlea piscator</i>	<i>Colubridae</i>	LC / I
29	Indian rat Snake	<i>Ptyas mucosa</i>	<i>Colubridae</i>	LC / I

* Note: As per Amended Gazette Notification of Wildlife (Protection) Amendment Act 2022


 Dy. Conservator of Forests
 Wildlife & Eco-Tourism (North)
 Panaji-Goa



sesa goa

Sr.No	Plan of Operations	1 st year	2 nd year	3 rd year	4 th year	5 th year
1	Enrichment of forest areas with suitable indigenous species for wild life habitat improvement	12	12	12	12	12
2	Creation/ maintenance of habitat for herbivores/ avian fauna					
3	Managerial interventions for facilitating water availability to the wild life in forest areas/ Improvement of soil and water regime of forest areas					
4	Financial support to the department for conducting awareness campaigns for various stakeholders					
5	Financial support to the department for celebrating events like Wildlife week and sponsoring the prizes for the competitions					
6	Financial support for Use modern equipment's such as Camera Traps for ensuring presence and movement of wild animals in the vicinity of the mine lease area as well as in study area					
		12	12	12	12	12
	Total	60 lakhs				

VEDANTA LIMITED

Sesa Goa iron ore: Sesa Ghor, 20 EDC Complex, Patto, Panjim, Goa - 403 001, India
T +91 0832 2460600 | Website: www.sesagoironore.com

Registered Office: Vedanta Limited, 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai 400093, Maharashtra, India.
CIN: L13209MH1965PLC291394

**GOVERNMENT OF GOA
OFFICE OF THE EXECUTIVE ENGINEER
& GROUND WATER OFFICER,
WORKS DIVISION I
WATER RESOURCES DEPARTMENT
PORVORIM GOA**

To,
Vedanta Limited,
Sesa Ghar, 20EDC Complex,
Patto, Panaji,
Goa 403001.

Sub: Issue NOC reg.... Registration of existing mining pit in the location identified between Latitude 15°34'20.518" N to 15°36'54.018" N and Longitude 73°54'4.754"E to 73°57'09.51"E, in Bicholim Talukas, State of Goa.

Sir,

The application submitted vide letter dated. 19/06/2023 along with Hydrogeological and impact assessment of Ground Water, prepared by Shri. M.C. Reddy Consultant with NABET & CGWA accreditation and former Regional Director, CGWB is examined by the Ground Water Cell during its 127th meeting held on 18/09/2023.

The NOC/Registration is hereby issued as below with conditions.

**FORM - III
[See Rule 3(6)(2)]**

Certificate of Registration of an existing well/mine and permission for it's continuous use in the Scheduled area under 5(4) of the Goa Ground Water Regulation Act, 2002 (Goa Act 1 of 2002).

* Well be read as Mine

Registration Certificate

No. **3634** Date: **21/09/2023**

1. Register Number of well/mine: **Block I-Bicholim Mineral Block of Vedanta Limited**

Location of well/Mining Pits,

a) Survey Number:

- i) Bordem Parts of Survey No. 19, 21, 23, 31, 32, 33, 34, 40, 41, 42, 43, 44.
- ii) Bicholim : Survey No. 80, 81 & Parts of Survey No. 72,77,78,79, 82, 83, 84, 86, 88, 89, 90, 95, 96 & 99.
- iii) Lamgao Survey No: 20, 24, 25, 26 & Parts of Survey No. 1, 9, 10, 11 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 27, 28, 29, 30 & 46.
- iv) Maem: Survey No: 145, 164, 165 & Parts of Survey No. 84, 85, 86, 114, 142, 143, 144, 146, 162, 163, 166, & 167.
- v) Mulgao: Survey No. 34,62, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 89, 91, 110, 114, 115, 116 & Parts of Survey No. 33, 35, 48, 61, 63, 79, 80, 81, 86, 88, 90, 92, 93, 94, 95, 96, 101, 102, 103, 104, 109, 111, 112, 113, 117, 118 & 124.
- vi) Sirigao: Parts of Survey No. 70, 75, 76, 77, 78, 79, 80, 81, & 82.

b) Name of land: _____

c) Revenue Village Panchayat: **Bordem, Bicholim, Lamgao, Maem, Mulgao & Sirigao.**

d) Taluka: **Bicholim**



e) District: North -Goa

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Type of well/tank: Mining Pit

Details of well/mine

- a) Diameter size of well/mining pits: } **As per submitted mining plan.**
b) Depth of well/tank/mining pits: }
c) Year of construction: **Existing Mining Pits.**
d) Year of commissioning: **-**

Name of occupant and address: - **Block I-Bicholim Mineral Block of Vedanta Limited,
Sesa Ghor, 20 EDC Complex, Patto, Panaji - Goa 403001**

The device used for lifting the ground water Pump

Details of power supply

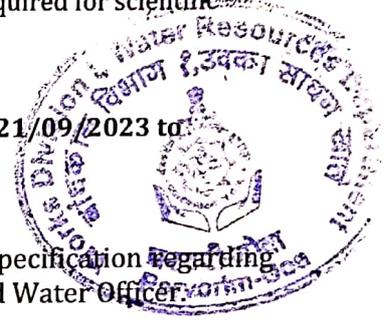
- (a) Type of pump: } **Centrifugal**
(b) Horse power - } **6 pumps of 120 HP and two standby pumps of 75Hp & 120 Hp**
(c) Pump capacity - } **as per pit planning for mining operation.**
(d) E.D. Power supply connection number-

8. (a) Number of hours of pumping allowed per day As required for scientific operation of mine
(b) The quantity of drawal of ground water allowed per day As required for scientific operation of mine
(c) The total period of use permissible in each year Full year

9. Validity period of registration: 2 (Two) year from date of issue **(21/09/2023 to 20/09/2025)**

This is subject to the following conditions

1. The certificate holder should not deviate in any way from specification regarding well, pump etc. mentioned above without approval of Ground Water Officer.
2. The drawal of ground water under this license should not interfere with the normal activities of the locality nor should it cause any traffic hazard.
3. The Ground Water Officer or any person duly authorized by him shall have the right to inspect the place with such assistance as may be necessary to satisfy itself or himself whether the condition of restrictions specified as complied.
4. Installation of Peizometers: The applicant should install Peizometers of type (One DWLR and One DWLR with Telemetry System) for monitoring the Ground Water levels within the core area of mining lease for observation & monitoring.
5. Monitoring the Ground Water level in the buffer zone the established network of existing wells in the buffer zone (as per table 15 of the report), needs to be monitored on monthly basis and submitted to Ground Water Officer (WRD) and CGWB.
6. The project proponent needs to monitor the water quality of the mines seepage and mine discharge through NABL accredited/ Government approved laboratory on monthly basis to WRD and CGWB, Bangalore.
7. The applicant needs to ensure that the water available from the dewatering operations needs to be properly treated and quantity utilised for supply to irrigation/dust suppression/mining process.
8. The applicant needs to install digital water meter for measurement of the quantity of water abstraction, which will be chargeable as per the notification of Ground Water Act 2002.



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9. Once the mining activities commence, year wise mine planning including excavation depth, area and mine seepage are to be submitted to WRD/CGWB every year.

10. All activities committed in the report on ground water recharge and rain water harvesting is to be implemented satisfactorily.

Place : Porvorim

Date : 21/09/2023

Signature of the Ground Water Officer



GOOGLE EARTH IMAGE OF BLOCK - I BICHOLIM MINERAL BLOCK



PLANTATION AT BLOCK I MINES FOR THE YEAR 2025						
Sr.No.	Common name	Botanical name	Locations			Total
			5 bottom	5 Top safety belt and dump stage	Safety zone near Idgah	
1	Awala	Phyllanthus embica	150	0	200	350
2	Chinch	Tamarindus indica	150	0	150	300
3	Jambul	Syzygium cumini	150	300	200	650
4	Mango	Mangifera Indica	150	200	200	550
5	Owal		150	0	200	350
6	Mahaguni	Swietenia	150	0	150	300
7	Ghoting	Terminalia bellirica	150	300	150	600
8	Bayo	Cassia Fistulla	150	200	150	500
9	Peru	Psidium guajava	150	200	150	500
10	Rain Tree	Samanea saman	150	200	150	500
11	Tamhan	Lagerstroemia speciosa	150	0	100	250
12	Saton	Alstonia scholaris	150	0	100	250
13	Sisso	Dalbergia sissoo	150	200	100	450
14	Pelt Form	Pletophorum pterocarpum	150	200	100	450
15	Siras	Albizia lebbeck	150	0	150	300
16	Karan	Millettia pinnata	150	0	100	250
17	Rito	Sapindus mukorossi	150	200	100	450
18	Kaju	Anacardium occidentale	0	500	250	750
19	Apto	Bauhinia racemosa	0	300	100	400
20	Spatodiya	Spathodea	0	200	100	300
21	Casiya Simiya	Cassia siamea	0	0	100	100
22	Gliricidia	Gliricidia	1500	500	0	2000
23	Total No. Saplings		4050	3500	3000	10550
24	Total Area Covered (Ha)		1.60	1.35	1.2	4.15
25	Density Saplings/Ha		2531	2593	2500	2542

PLANTATION AT BLOCK I MINES FOR THE YEAR 2024					
Sr.No	Common name	Botanical name	5 Top safety belt and dump stage	Buffer zone	Total
1	Awala	Phyllanthus embica	100	50	150
2	Chinch	Tamarindus indica	150	50	200
3	Jambul	Syzygium cumini	150	50	200
4	Mango	Mangifera Indica	150	50	200
5	Owal		0	0	0
6	Mahaguni	Swietenia	100	50	150
7	Ghoting	Terminalia bellirica	100	0	100
8	Bayo	Cassia Fistulla	100	0	100
9	Peru	Psidium guajava	150	0	150
10	Rain Tree	Samanea saman	100	0	100
11	Tamhan	Lagerstroemia speciosa	100	0	100
12	Saton	Alstonia scholaris	100	0	100
13	Sisso	Dalbergia sissoo	100	0	100
14	Pelt Form	Plethophorum pterocarpum	150	0	150
15	Siras	Albizia lebbeck	100	0	100
16	Karanj	Millettia pinnata	100	0	100
17	Rito	Sapindus mukorossi	100	0	100
18	Kaju	Anacardium occidentale	150	0	150
19	Apto	Bauhinia racemosa	100	0	100
20	Spatodiya	Spathodea	50	0	50
21	Casiya Simiya	Cassia siamea	100	0	100
22	Gliricidia	Gliricidia	2000	0	2000
23	Total		4250	250	4500
24	Total Area Covered (Ha)		1.65	0.1	1.75
25	Density Saplings/Ha		2576	2500	2571

Date: 22.09.2023

The Director,
Directorate of Mines & Geology, Government of Goa,
Below Institute Menezes Braganza Hall,
Panaji - Goa, 403001

Sub: Construction of road underbridge on the existing road (MDR-21) near Bicholim Iron Ore Mines.

Respected Sir,

This is to inform you that after obtaining the Letter of Intent for the Block 1 Bicholim Mine, we had applied to Ministry of Environment, Forest, and Climate Change of India (MoEF & CC) for obtaining Environment Clearance and we are expected to receive the same very soon. As such we intend to start the mining activity including transportation of ore from Bicholim mine by end of October 2024.

At the outset we would like to bring to your kind notice that transportation of iron from Bicholim mine to Sarmanas jetty is around 15.0 km and there is a dedicated road for transportation of iron ore, except one public road (MDR-21) crossing at NSP JN in Sec 41.75 (WML) and around 0.9Km road from Matwada JN to Sarmanas Jetty gate. Further we would like to inform you that our subsidiary company Sesa Mining Corporation Limited had approached office of the Executive Engineer, Works Division XXIII, PWD, Bicholim, Goa for construction of road underbridge on existing road (MDR-21) at NSP JN. The said proposal was accepted by the PWD and the work order was issued after depositing the estimated cost of Rs. 54767145/- (Rupees Five Crore Forty Seven Lakh Sixty Seven Thousand One hundred forty five only).

Aforesaid project had not commenced due to mining stoppage in the State of Goa. This project is crucial for transportation of ore from Bicholim mine as it will ease out the traffic flow from Mines, NSP Plant to Sarmanas Jetty and as also safety and benefit of public who commute on this road.

As such we request your good office to take up the matter with the appropriate authority for early commencement of the aforementioned project. The required communication with the PWD is attached for your perusal.

Thanking you in anticipation of favourable consideration,

Yours faithfully,
For Vedanta Limited


(Dhiraj Kumar Jagdish)
Authorized Signatory

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Works Division XXIII PWD
Inward No. 1436
Date 30/6/2020



Inward No. 231
Date 02/07/20
SDI WDXXIII
PWD, Bicholim-Goa

OFFICE OF THE DISTRICT COLLECTOR, NORTH GOA

Revenue Branch, Collectorate Bldg., Panaji - Goa - 403001.

Phone Nos: 2225383, 2225083, 2225383(EPBX)

Fax No:- 2427690/2225083/2225383 (Ext. No.210 & 212)

Email:- dycrev-north.goa@nic.in

No. 28/Cust. Evacuee/VPMV/RB/2008/Misc. Vol. II/ Date: 19/06/2020

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To,
The Executive Engineer,
Works Division XXIII,
Public Works Department,
Bicholim-Goa.

Sub:- Issue of NOC in respect of construction of road under bridge on the existing road (MDR-21) near Sesa Mining Screening Plant at Bicholim in Mayem Constituency of Bicholim taluka.

Ref:- Your letter No. F6/22/ASW/19-20/WDXXIII/PWD/97 dated 02/05/2019

Sir/ madam,

With reference to the above cited subject, I am directed to inform you that the Under Secretary (Revenue-I), Revenue Department, Secretariat, Porvorim-Goa, conveyed the approval of the Government vide letter No. 28/1/18/2019-RD-1/3379 dated 08/05/2020 in public interest to your proposal regarding NOC for construction of road under bridge on the existing road (MDR-21) near Sesa Mining Screening Plant at Bicholim in Mayem Constituency of Bicholim taluka through Govt. Land under Sy. Nos. 163/0, 164/0 and 166/0 of Mayem village, Bicholim taluka.

Yours faithfully,

[Signature]

A/E I

Maxwys

19/7/20

Encl: as above

[Signature]
19/6/2020

(Dasharath M. Redkar)
Additional Collector-I

1626



**Government of Goa
Office of The Executive Engineer,
Work Division-XXIII, PWD,
Bicholim-Goa.**

Ph.no.0832-2361360

Email ID:ee23-pw1.goa@nic.in

No. F-2/ASW/2018-19/WD-XXIII/PWD/482/1805

Dated :- 13/2/2019

To
The Executive Engineer
WD-XVIII (P.W.D-Roads)
Ponda-Goa.

Sub:-Refund of Balance amount to M/s.Vedanta Ltd.

Name of work :- Construction of road underbridge on existing road (MDR-21) near Sesa Mining Screening Plant at Bicholim in Mayem constituency of Bicholim Taluka.

Sir

It has been learnt from the office of Executive Engineer (Legal) M/s. Vedanta Limited has requested P.W.D (Goa) refund of balance amount of Rs. 250000000 (Rupees Twenty five crores) which they have deposited with your office for the construction of dedicated mining corridor in the form of Mining Bypass between Codlim and Panchawadi. This deposit amount also includes the above referred work of an estimate cost Rs. 54767145.00, Within this amount Rs. 37956088.00 is already transferred to this office vide order no. 8-1/PCE-PWL/Accts/2018-19/453 dated 28/6/2018 by the office of the Principle Chief Engineer, Account section, Althino Panaji-Goa.

Presently the above referred work is in progress. Hence it is requested you kindly retain the total estimated amount of Rs. 54767145.00 towards this work.

Thanking you,

Yours faithfully


Executive Engineer
WD-XXIII (Roads)
Bicholim-Goa.

Copy to:- The Manager, Mining Co-operation Limited, Sesa Ghor, Panaji-Goa for information

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GOVERNMENT OF GOA
Office of the Executive Engineer,
Works Division XXIII, PWD,
Bicholim - Goa.

Phone No.: - 0832-2361360

Email: - ee23-pwd.goa@nic.in

No.F2 425 ASW/18-19 WDXIII PWD 1573

Date: - 9/10/2019

To,
The Manager,
Sesa Mining Co-operation Limited,
Sesa Ghor, Panaji Goa.

Inward No.	11/2
Date	10/10/19
SI. ... XIII PWD, Bicholim - Goa.	

Sub: - Handing over of Hindrance free site

Ref: - Construction of road under bridge on the existing road
(MDR-21) near Sesa Mining Screening Plant at Bicholim
in Mayem constituency of Bicholim Taluka.

Sir,

This is to inform you that based on your request for the above referred work this office has already issued the work order to the Agency Jog Construction S, Panaji at Housing Society, Khadpabandh, Ponda Goa dt. 07/09/2018 for the execution of the work.

Now the agency has written a letter to this office asking to hand over hindrance free work site for the execution of the work.

It may be noted that delay in execution of the work may result in financial implication hence it is requested to demarcate the work site and give your concurrence to go ahead with the project at the earliest.

Yours faithfully,

(Executive Engineer)
WDXIII, PWD
Bicholim-Goa

SM Mayur Je
for record

Jr
AC

Noted
10/10/19

1628



Government of Goa
Office of the Superintending Surveyor of Works
Public Works Department
Altinho, Panaji - Goa

Technical Sanction Order No. 1-1-05/CE-(NH,R&B)/PWD/Vol.II/ 25 Dated 04/10/2017

TECHNICAL SANCTION ORDER

Technical Sanction is hereby accorded for the work of:-

Name of work :- "Construction of road underbridge on the existing road (MDR 21) near SESA Mining screening plant at Bicholim in Mayem Constituency of Bicholim Taluka".

Amount :- Rs. 4,85,32,492.75 (Rupees four crore eighty five lakhs thirty two thousand Four hundred ninty two & seventy five paisa only) including 3% Contingencies.

(U.P. Parsekar)
CHIEF ENGINEER -(NH,R&B),
P.W.D.

Copy to:-

1. The Principal Chief Engineer, PWD, Altinho, Panaji - Goa.
2. The Chief Engineer-(NH,R&B), PWD, Altinho, Panaji - Goa.
3. The Suptdg. Surveyor of Works, PWD, Altinho, Panaji -Goa.
4. The Suptdg. Engineer, Circle Office- III, PWD, Altinho, Panaji
5. The Executive Engineer, W.D.XXIII, PWD, Bicholim-Goa.
6. T.S. Order file.
7. Guard file.

Date : 04 /10/2017
Place : Altinho-Panaji



Andreza

IN THE HIGH COURT OF BOMBAY AT GOA

PUBLIC INTEREST LITIGATION WRIT PETITION NO. 6 OF 2024

WITH

MISC. CIVIL APPLICATION NO. 199 OF 2024

WITH

MISC. CIVIL APPLICATION NO. 215 OF 2024

IN

PUBLIC INTEREST LITIGATION WRIT PETITION NO. 6 OF 2024

WITH

MISC. CIVIL APPLICATION NO. 239 OF 2024

IN

PUBLIC INTEREST LITIGATION WRIT PETITION NO. 6 OF 2024

WITH

MISC. CIVIL APPLICATION NO. 1216 & 1217 OF 2024 (F)

IN

MISC. CIVIL APPLICATION NO. 239 OF 2024

AND

MISC. CIVIL APPLICATION NO. 1416 OF 2024 (F)

IN

PUBLIC INTEREST LITIGATION WRIT PETITION NO. 6 OF 2024

PUBLIC INTEREST LITIGATION WRIT PETITION NO. 6 OF 2024

1. The Mulakh Khajan Farmers Association, with office at Haldanwadi, Mayem, Bicholim, Goa – 403504, through its Secretary, Mr. Sakharam Anant Pednekar, age 58 years, H. No. 766, Gaonkarwada, Mayem, Bicholim, Goa – 403504, Approx. Annual Income – Rs. 1,20,000/-. Aadhar No. 439600055987, Mobile – 9767050503.

2. The Goa Foundation, through its Secretary Dr. Claude Alvares, age 75 years, having Regd. Office at Room No. 7, Above Mapusa Clinic, Mapusa, Goa – 403507, PAN No.AAAAG0249C, Income : Rs – 10 – 15,00,000/- p.a. (approx.) Registration No. - 23/Goa/86, Email id: goafoundation@gmail.com.

... Petitioners

WITH

**MISC. CIVIL APPLICATION NO. 199 OF 2024
IN
PUBLIC INTEREST LITIGATION WP NO. 6 OF 2024**

Surakshit Distributors Pvt. Ltd., a Company incorporated under the Companies Act, 1956, having its office at Unit No. 306, 3rd Floor, Gera Imperium Grand, EDC Complex, Patto Plaza, Panaji, Goa, and represented herein by its Authorised signatory, Mr. Sushil Khandelwal.

... Applicant

IN

1. The Mulakh Khajan Farmers Association, with office at Haldanwadi, Mayem, Bicholim, Goa – 403504, through its Secretary, Mr. Sakharam Anant Pednekar, age 58 years, H. No. 766, Gaonkarwada, Mayem, Bicholim, Goa – 403504, Approx. Annual Income – Rs. 1,20,000/-. Aadhar No. 439600055987, Mobile – 9767050503.

2. The Goa Foundation, through its Secretary Dr. Claude Alvares, age 75 years, having Regd. Office at Room No. 7, Above Mapusa Clinic, Mapusa, Goa – 403507, PAN No.AAAAG0249C, Income : Rs – 10 – 15,00,000/- p.a. (approx.) Registration No. - 23/Goa/86, Email id: goafoundation@gmail.com.

V e r s u s

1. The Director of Mines and Geology, through its Director, Ground Floor of Institute Menezes Braganza, Panaji, Goa – 403 001.

2. The State of Goa, through its Chief Secretary, Secretariat, Porvorim, Goa, 403 521.

3. The Deputy Collector and SDO Bicholim, Bicholim, Goa – 403 504.

4. The Mamlatdar Bicholim, Office of the Mamlatdar, Bicholim, Goa – 403 504.

5. The Bicholim Police Station, through its Police Inspector, Bicholim, Goa – 403 504.

6. The Goa State Pollution Control Board, through its Member Secretary, near Pilerne Industrial Estate, Opposite Saligao Seminary, Saligao, Bardez, Goa, 403 511.

7. M/s. Blueglobe Exports Private Limited, B-3, F-1, Prudential Paradise, Peddem, Mapusa, Goa – 403 507.

... Respondents.

WITH

MISC. CIVIL APPLICATION NOS. 215 AND 239 OF 2024

IN

PUBLIC INTEREST LITIGATION WRIT PETITION NO. 6 OF 2024

Vedanta Limited, A public company duly incorporated under the provisions of the Indian Companies Act, 1956, having its registered office at 1st Floor, C wing, Unit 103, Corporate Avenue Atul Projects, Chakala, Andheri (East) NA Mumbai , Mumbai City MH 400093 IN. Having local office at Sesa Ghor, 20 EDC Complex, Patto, Panaji, Goa, 403 001, Represented in this petition through its authorised signatory, Mr. Benecio Menezes, 56 years of age, Indian National, Having residence at St. Roque Waddo, Colvale, Bardez, Goa.

IN

1. The Mulakh Khajan Farmers Association, through its Secretary Sakharam Anant Pednekar, H. No. 776, Gaonkarwada, Mayem, Bicholim, Goa – 403504.

... Applicant

2. The Goa Foundation, through its Secretary Dr. Claude Alvares, having Regd. Office at Room No. 7, Above Mapusa Clinic, Mapusa,

Goa – 403507.

Versus

1. The Director of Mines and Geology, through its Director, Ground Floor of Institute Menezes Braganza, Panaji, Goa – 403 001.
2. The State of Goa, through its Chief Secretary, having office at the Secretariat Complex, Porvorim, Bardez, Goa.
3. The Deputy Collector and SDO Bicholim, Office of the Deputy Collector and SDO, Bicholim, Bicholim, Goa.
4. The Mamlatdar, Office of the Mamlatdar, Bicholim, Goa.
5. The Bicholim Police Station, through its Police Inspector, Bicholim, Goa.
6. The Goa State Pollution Control Board, through its Member Secretary, near Pilerne Industrial Estate, Opposite Saligao Seminary, Saligao, Goa, 403 511.
7. Blueglobe Exports Private Limited, through its Director, B-3, F-1 Prudential Paradise, Peddem, Mapusa, North Goa, GA – 403 507 In.
8. The Union of India, through the Secretary, Ministry of Environment, Forests and Climate change, Government of India, Indira Paryavaran Bhavan, Jor Bagh Road, Aliganj, New Delhi, 110 003. ... Respondents.

**WITH
MISC. CIVIL APPLICATION NO. 1216 OF 2024 (F)
IN**

MISC. CIVIL APPLICATION NO. 239 OF 2024
IN
PUBLIC INTEREST LITIGATION WRIT PETITION NO. 6 OF 2024

Vedanta Limited, A public company duly incorporated under the provisions of the Indian Companies Act, 1956, having its registered office at 1st Floor, C wing, Unit 103, Corporate Avenue Atul Projects, Chakala, Andheri (East) NA Mumbai , Mumbai City MH 400093 IN. Having local office at Sesa Ghor, 20 EDC Complex, Patto, Panaji, Goa, 403 001, Represented in this petition through its authorised signatory, Mr. Benecio Menezes, 56 years of age, Indian National, Having residence at St. Roque Waddo, Colvale, Bardez, Goa.

IN

1. The Mulakh Khajan Farmers Association, through its Secretary Sakharam Anant Pednekar.
2. The Goa Foundation, through its Secretary Dr. Claude Alvares, having Regd. Office at Room No. 7, Above Mapusa Clinic, Mapusa, Goa – 403507.

... Applicant

V e r s u s

1. The Director of Mines and Geology, through its Director, Ground Floor of Institute Menezes Braganza, Panaji, Goa – 403 001.
2. The State of Goa, through its Chief Secretary, having office at the Secretariat Complex, Porvorim, Bardez, Goa.
3. The Deputy Collector and SDO Bicholim, Office of the Deputy Collector and SDO, Bicholim, Bicholim, Goa.

4. The Mamlatdar, Office of the Mamlatdar, Bicholim, Goa.

5. The Bicholim Police Station, through its Police Inspector, Bicholim, Goa.

6. The Goa State Pollution Control Board, through its Member Secretary, near Pilerne Industrial Estate, Opposite Saligao Seminary, Saligao, Goa, 403 511.

7. Blueglobe Exports Private Limited, through its Director, B-3, F-1 Prudential Paradise, Peddem, Mapusa, North Goa, GA – 403 507 In.

8. The Union of India, through the Secretary, Ministry of Environment, Forests and Climate change, Government of India, Indira Paryavaran Bhavan, Jor Bagh Road, Aliganj, New Delhi, 110 003.

... Respondents.

AND

Shri Narendra Vinayak P. Gaoncar, aged about 50 years, Son of late Vinayak P. Gaoncar, R/o. Pilgao, Bicholim, Goa.

...Applicant/
Intervener

**WITH
MISC. CIVIL APPLICATION NO. 1217 OF 2024 (F)
IN
MISC. CIVIL APPLICATION NO. 239 OF 2024
IN
PUBLIC INTEREST LITIGATION WRIT PETITION NO. 6 OF 2024**

Vedanta Limited, A public company duly incorporated under the provisions of the Indian Companies Act, 1956, having its registered office at 1st Floor, C wing, Unit 103, Corporate Avenue Atul Projects, Chakala, Andheri (East) NA Mumbai , Mumbai City

MH 400093 IN. Having local office at Sesa Ghor, 20 EDC Complex, Patto, Panaji, Goa, 403 001, Represented in this petition through its authorised signatory, Mr. Benecio Menezes, 56 years of age, Indian National, Having residence at St. Roque Waddo, Colvale, Bardez, Goa.

IN

1. The Mulakh Khajan Farmers Association, through its Secretary Sakharam Anant Pednekar. ... Applicant
2. The Goa Foundation, through its Secretary Dr. Claude Alvares, having Regd. Office at Room No. 7, Above Mapusa Clinic, Mapusa, Goa – 403507.

V e r s u s

1. The Director of Mines and Geology, through its Director, Ground Floor of Institute Menezes Braganza, Panaji, Goa – 403 001.
2. The State of Goa, through its Chief Secretary, having office at the Secretariat Complex, Porvorim, Bardez, Goa.
3. The Deputy Collector and SDO Bicholim, Office of the Deputy Collector and SDO, Bicholim, Bicholim, Goa.
4. The Mamlatdar, Office of the Mamlatdar, Bicholim, Goa.
5. The Bicholim Police Station, through its Police Inspector, Bicholim, Goa.
6. The Goa State Pollution Control Board, through its Member Secretary, near Pilerne Industrial Estate, Opposite Saligao Seminary, Saligao, Goa, 403 511.

7. Blueglobe Exports Private Limited, through its Director, B-3, F-1 Prudential Paradise, Peddem, Mapusa, North Goa, GA – 403 507 In.

8. The Union of India, through the Secretary, Ministry of Environment, Forests and Climate change, Government of India, Indira Paryavaran Bhavan, Jor Bagh Road, Aliganj, New Delhi, 110 003.

... Respondents.

AND

Shri Trivikram Govind Prabhu Gaunkar alias Prabhugaonkar, aged about 47 years, son of Govind Vasudev Prabhu Gaunkar, R/o. H. No. 76, Pilgao, Bicholim, Goa 403 504

...Applicant/
Intervener

AND

**MISC. CIVIL APPLICATION NO. 1416 OF 2024
IN
PUBLIC INTEREST LITIGATION WRIT PETITION NO. 6 OF 2024**

Vedanta Limited, A public company duly incorporated under the provisions of the Indian Companies Act, 1956, having its registered office at 1st Floor, C wing, Unit 103, Corporate Avenue Atul Projects, Chakala, Andheri (East) NA Mumbai , Mumbai City MH 400093 IN. Having local office at Sesa Ghor, 20 EDC Complex, Patto, Panaji, Goa, 403 001, Represented in this petition through its authorised signatory, Mr. Benecio Menezes, 56 years of age, Indian National, Having residence at St. Roque Waddo, Colvale, Bardez, Goa.

IN

1. The Mulakh Khajan Farmers Association, through its Secretary Sakharam Anant

... Applicant

Pednekar.

2. The Goa Foundation, through its Secretary Dr. Claude Alvares, having Regd. Office at Room No. 7, Above Mapusa Clinic, Mapusa, Goa – 403507.

V e r s u s

1. The Director of Mines and Geology, through its Director, Ground Floor of Institute Menezes Braganza, Panaji, Goa – 403 001.

2. The State of Goa, through its Chief Secretary, having office at the Secretariat Complex, Porvorim, Bardez, Goa.

3. The Deputy Collector and SDO Bicholim, Office of the Deputy Collector and SDO, Bicholim, Bicholim, Goa.

4. The Mamlatdar, Office of the Mamlatdar, Bicholim, Goa.

5. The Bicholim Police Station, through its Police Inspector, Bicholim, Goa.

6. The Goa State Pollution Control Board, through its Member Secretary, near Pilerne Industrial Estate, Opposite Saligao Seminary, Saligao, Goa, 403 511.

7. Blueglobe Exports Private Limited, through its Director, B-3, F-1 Prudential Paradise, Peddem, Mapusa, North Goa, GA – 403 507 In.

8. The Union of India, through the Secretary, Ministry of Environment, Forests and Climate change, Government of India, Indira Paryavaran Bhavan, Jor Bagh Road,

Aliganj, New Delhi, 110 003.

... Respondents.

AND

1. Shankar Chandrakant Jalmi, aged 25.
2. Savlo Raghu Kavlekar, aged 49, both major, residents of H. No., Bagwada, Pilgao, Bicholim, Goa.
3. Sudhakar Vasudev Vaignkar, Age 43, major, resident of H. No. 65, Bagwadao, Bicholim, Goa.
4. Govind Shankar Kavlekar, age 62, major, resident of H. No. 23, Gaonkar Wada, Pilgao, Bicholim, Goa.

...Applicant/
Interveners

Ms. Norma Alvares, Advocate with Mr. Om D'Costa, Advocate for the Petitioners.

Mr Y. V. Nadkarni, Advocate with Mr Nilay Naik and Ms. Simran S. Khadilkar, Advocate for the Applicant in MCA No. 199/2024.

Mr. Deep Shirodkar, Additional Government Advocate for Respondent nos. 1 to 5.

Mr. Manish Salkar, Government Advocate for Respondent no.6-GSPCB.

Mr. Raviraj Chodankar, Central Government Standing Counsel for the Union of India-Respondent No.8.

Mr. A. D. Bhohe, Advocate with Ms. A. Fernandes Advocate for Respondent No. 9.

Mr. Janak Dwarkadas, Senior Advocate (*Through V.C.*) with Mr. Shivan Desai, Mr. A. Gosavi, Advocate with Ms. Krupa Naik and Mr. Guruprasad Naik, Advocates for the Interveners-Applicants in MCA No. 215/2024 and MCA No. 239/2024.

Mr. H. D. Naik, Advocate for the Applicant in MCA No. 1216/2024(F) and MCA No. 1217/2024(F).

Mr. Nigel Da Costa Frias, Advocate with Ms. Sonadevi Nishad and Mr. Shane Coutinho, Advocates for the Applicants-Interveners in MCA No.1416/2024(F)

**CORAM: M. S. KARNIK &
VALMIKI MENEZES, JJ.**

**RESERVED ON : 26th JUNE 2024
PRONOUNCED ON : 29th JUNE 2024**

JUDGMENT (*Per M. S. Karnik, J.*)

1. We have taken up this petition for final disposal in view of the earlier order passed and with the consent of all parties.

2. It is the case of the petitioner that the otherwise tranquil situation in the village will be jeopardised as a result of the large scale transportation of mineral ore. The safety of the villagers, and that of the school going children will be endangered with the sudden increase in the traffic of trucks/tippers carrying the ore. The resultant noise pollution as well as the environmental pollution resulting from such unwarranted intrusion in the serene and peaceful environs of the village is in complete conflict with the cherished principles of

fundamental right enshrined by Article 21 of the Constitution of India. The submission is that this massive invasion will completely disturb the equilibrium of the village which serves only the business interests of the project proponent to the detriment of the villagers. The villagers say that they do not deserve such intrusion.

3. The concern expressed by the villagers is genuine. On one hand are the fundamental rights of villagers and on the other are the economic interests of the State as well as the rights of the project proponent. These are competing interests in conflict with each other.

4. It goes without saying that it is the foremost duty of the State to work towards achieving and maintaining a fine balance between competing interests taking into account various myriad considerations. Present is a case where there is an apparent conflict between the fundamental rights of the villagers and that of the State.

The State finds mining and as a consequence transportation necessary to further its economic interest for the development of the State. A conflict in the present case has arisen between the right to life under Article 21 of the Constitution of India on one hand and Article 19(1)(g) of the Constitution of India on the other. The villagers claim a right to a dignified existence in a safe pollution free environment. The State asserts its economic right necessitating such transportation which villagers submit amounts to bulldozing the otherwise peaceful life

which they are accustomed to for a long time. The task of achieving this fine balance is surely a difficult one as observed by His Lordship in **K. S. Puttaswamy (Aadhaar-5J) vs. Union of India**¹. The observations which form a part of a dissenting opinion in **K. S. Puttaswamy** (supra) are significant. An ideal situation would be one which would preserve the core of the right for both sets of citizens whose entitlements to freedom appears to be in conflict. Realistically, drawing balances is not a simple task. Balances involve sacrifices and the foregoing of entitlements.

5. While forming an opinion, we have extensively sought guidance from the aforementioned decision of the Supreme Court and the observations in **Rajeev Suri vs. Delhi Development Authority & Ors.**², which we have referred to in the later part of our order.

6. Let us now consider the facts of the present case. **Our attention is invited to the interim order dated 17.01.2024 and the subsequent orders passed during the pendency of the petition.** This petition raises an important issue in the public interest about the transportation of mineral ore by road through the village of Mayem. The petition as filed was limited to the problems to be faced by village 'Mayem'

1 (2019) 1 SCC 1

2 (2022) 11 SCC 1

7. By subsequent orders, the scope of the petition was expanded to the transportation of ore through the villages in Goa. The State of Goa and the project proponents opposed restrictions in the transportation of ore through the village roads asserting their rights on the basis of valid permissions and right to carry on business. Examination of such conflicting interests is surely not an easy task. How do we achieve the right balance while considering competing interests in the present case; does such transportation pass the muster of the relevant legislations; what should be the safeguards; are the measures to mitigate the perils of transportation through village roads adequate, are questions which arise for our consideration. Please show compassion to those living in the villages is the fervent plea of Ms. Norma Alvares, learned counsel for the petitioner.

8. The petitioners contended that the permissions granted by the Goa State Pollution Control Board ('GSPCB', for short), and the Director of Mines and Geology ('DMG', for short), were without any application of mind to several relevant considerations, including, but not restricted to the conditions referred to in the Office Memorandum (OM) dated 29.10.2014, issued by the Ministry of Environment, Forests and Climate Change (Annexures to the petition at pages 40 and 42 of the paper book) and the ground conditions at the Mayem village. Pursuant to the filing of the petition, the GSPCB and DMG

have by way of SOPs, proposed several safeguards and measures for safe transport and as fairly submitted by Ms. Norma Alvares, these measures are positive. Such submission is made by the learned Counsel for the petitioners with a caveat that the concern of the villagers must be more adequately addressed in the best manner possible. She submits that though several safeguards are put in place, the environmental concerns affecting the safety and health of the villagers must be monitored effectively and addressed from time to time with the aid of real time monitoring of pollution with modern sophisticated equipment.

9. Learned Advocate General has serious objection to the course adopted by us in expanding the scope of the PIL as according to him there are no pleadings to justify such a course. We strongly feel that the concern of transportation through village roads needs to be addressed. We cannot ignore the larger issue of such large scale transportation through the village roads. Do we overlook the concerns of those residing in these villages through which roads the transporting operations are to take place only on some technical objections raised? We do appreciate the submission that the concerns may differ from village to village. It is the duty of the State and the statutory authorities to conduct a scientific exercise in evaluating what requirements are best suited on a village to village basis to ensure the

safety of the life and limb of its subjects. Howsoever small the population may be, the basic aspiration of their right to live should not be bulldozed on some technical considerations. The Court is not expected to shut its eyes and not even question the State as to what the measures proposed for the safety of the villagers are. There is not the slightest doubt in our mind that such a course is necessary. The petition was filed specific to village Mayem. During the course of hearing, learned Advocate General submits a decision is taken that there is to be no transportation through village 'Mayem'.

10. Let us examine what are the measures in place to regulate transportation through such villages in the first place. The problems cited of transportation of ore through the villages will have to be addressed in the context of two scenarios which are :-

(i) Transportation of the ore which was already extracted in the course of the decisions in **Goa Foundation vs. Union of India & Ors.**³ (referred to as *Goa Foundation-I*) and **Goa Foundation vs. Sesa Sterlite Limited & Ors.**⁴ (referred to as *Goa Foundation-II*), which we refer to as 'e-auction ore'; and

(ii) Transportation of ore by the project proponent i.e. Vedanta, who has intervened in the present case in whose favour there exists a 50-year lease having been granted Environmental Clearance (EC, for short) under the

³ (2014) 6 SCC 590

⁴ (2018) 4 SCC 218

Environment Protection Act. This aspect pertains to transportation pursuant to the EC granted as a result of fresh leases executed.

11. The second aspect i.e. in respect of EC granted to Vedanta, need not detain us much. This petition does not challenge the EC granted to Vedanta. We make it clear that though learned Senior Advocate Shri Janak Dwarkadas was at pains to point out that the EC has been granted pursuant to a detailed examination by an expert body constituted under the EP Act, we do not express any opinion on such submission in this petition. The limited issue that we are examining is transportation of ore through the villages which allegedly creates disharmony in the fundamental right to life of the villagers. We make it clear that it is open for the aggrieved persons to lay a challenge to the EC on its own merits and in accordance with law before the forum competent to entertain such a challenge. It must be noted that the measures and safeguards recommended and which are part of the EC are accepted by Vedanta.

12. The first aspect of transportation of ‘e-auction ore’ is something we need to examine in some detail. Ms. Alvares alleged that the conditions imposed by the GSPCB and DMG were not complied with by the transporters during the earlier regime. It was pointed out that there was incessant transportation of ore through trucks right from 4.30 a.m. in the morning till 6.30 p.m. in the evening. It is submitted

that such transportation is a source of pollution that has affected the entire village and the villagers.

13. On the basis of the submission of learned Counsel appearing for the petitioners and hearing the respondents, this Court was of the *prima facie* opinion that there was not much application of mind by either the GSPCB and DMG before the clearances or transit permits were issued in the context of the route now proposed by the project proponent, i.e. the seventh respondent. This Court *prima facie* observed that the authorities, without adverting to several relevant considerations, not to mention the Ministry's OM dated 29.10.2014, mechanically issued the clearance or the transit pass. It was noticed that there was confusion about the roles the GSPCB and the DMG was expected to play in such matters affecting the lives and properties of the villagers. After referring to the provisions of OM dated 29.10.2014, this Court was of the opinion that some measures had to be put in place which would safeguard the life and properties of the Villagers. The relevant directions issued from paragraph 26 onwards which form part of the interim Order dated 17.01.2024 read thus :

“26. We direct the DMG and GSPCB to file detailed affidavits on the issue of grant of permissions, etc., for transportation of ore through villages in the State of Goa. The affidavits, as far as possible, should state the procedure that is

presently followed and the procedure that the authorities would like to follow in the future in case there are any shortcomings in the existing procedure. We think that the DMG and GSPCB should act in tandem and coordinate with each other so that proper procedures are evolved. For this, if possible, the authorities should hold a meeting. Other stakeholders, like the representatives of the mining industry, transportation industry, environmentalists, representatives of the Panchayat, etc., could also be invited to such meetings so that some policy which takes care of the interests of all stakeholders could be evolved.

27. The affidavits must also deal with an action plan for implementation or enforcement of the conditions included in the permissions. There is no point in imposing conditions to prevent pollution and hardships to villagers if there is no will or proper mechanism for effective implementation. It is not uncommon that considerable police forces are deployed when villagers raise their voices against ore transportation through villages. While it is improper for the villagers to take the law into their own hands, the Authorities must be vigilant in the enforcement of the conditions imposed for the benefit of such villagers. If the transporters disregard such conditions with impunity, strict action must be taken.

28. Since there is no clarity on the procedures for granting permissions for transportation or ores through villages, and at least prima facie, we get the

impression that DMG and GSPCB are passing the buck on each other without each of them assuming any responsibility, we direct that until the next date, no permissions shall be granted for transportation of ore by private parties through villages, without the leave of this Court. Such a direction is necessary to avoid a repetition of what has happened in the present case. Besides, we propose to dispose of this Petition at an early date.

29. We stand over this matter to 20.02.2024. The affidavits should be filed by 12.02.2024 by giving advance copies to the learned counsel for the petitioners. If the petitioners wish to file any rejoinder, they may do so on or before 20.02.2024 by giving advance copies to the learned counsel for the respondents. We also direct the Petitioners to implead and serve the Union of India through the Ministry of Environment, Forests and Climate Change.

30. The matter is posted for final disposal at the admission stage.”

14. Learned Counsel for the petitioners submitted that having regard to the measures and safeguards provided and placed on record by the GSPCB and DMG pursuant to the filing of the petition so far as transportation of ‘e-auction ore’ is concerned, the spirit of the conditions which are set out in the OM of 2014 has been imbibed in the Standard Operating Procedure (‘SOP’ for short). At one stage, learned Advocate General did proceed to canvas that the OM of 2014

does not bind the GSPCB or the DMG as the said OM is only an executive instruction which does not pass muster of Section 3 of “The Environment (Protection) Act, 1986, (herein after referred to as the EP Act for short). In view of the aforesaid submission of the learned Counsel for the petitioners, we refrain from expressing any opinion on such contention of learned Advocate General in this petition.

15. It needs to be considered whether there should be a complete ban on transport of the ore through village routes or providing safeguards and measures for mitigating the concerns of the villagers while permitting transportation can be a solution. For a better understanding, it would be apposite to refer to the decisions of the Supreme Court in **Goa Foundation vs. Union of India & Ors.**⁵ (*supra*) and **Goa Foundation vs. Sesa Sterlite Limited & Ors.**⁶ (*supra*). The facts related to mining in Goa is set out by Their Lordships in Goa Foundation-I, which reads thus :

“2. Prior to 19-12-1961 when Goa was a Portuguese territory, its Portuguese Government had granted mining concessions in perpetuity to concessionaires. On 19-12-1961, Goa was liberated and became part of the Indian Union and on 1-10-1963, the Mines and Minerals (Development and Regulation) Act, 1957 (for short "the MMDR Act") was made applicable to the State of Goa. On 10-3-1975, the

⁵ (2014) 6 SCC 590

⁶ (2018) 4 SCC 218

Controller of Mining Leases issued a Notification calling upon every lessee and sub-lessee to file returns under Rule 5 of the Mining Leases (Modification of Terms) Rules, 1956 and sent copies of the notification to the concessionaires in Goa. Aggrieved, the concessionaires moved the Bombay High Court, Goa Bench, and by judgment dated 29-9-1983, in *Vassudeva Madeva Salgaocar v. Union of India*, the Bombay High Court restrained the Union of India from treating the concessions as mining leases and from enforcing the notification against the concessionaires.

3. Parliament thereafter passed the Goa, Daman and Diu Mining Concessions (Abolition and Declaration as Mining Leases) Act, 1987 (for short "the Abolition Act") which received the assent of the President on 23-5-1987. Section 4 of the Abolition Act abolished the mining concessions and declared that with effect from the 20th day of December, 1961, every mining concession will be deemed to be a mining lease granted under the MMDR Act and that the provisions of the MMDR Act will apply to such mining lease. Section 5 of the Abolition Act further provided that the concession holder shall be deemed to have become a holder of the mining lease under the MMDR Act in relation to the mines in which the concession relates and the period of such lease was to extend up to six months from the date when the Abolition Act received President's assent i.e. up to 22-11-1987. On 14-10-1987, sub-rules (8) and (9) were inserted in Rule 24-A of the Mineral Concession Rules, 1960 (for short "the MC Rules")

which deal with renewal of mining leases in Goa, Daman and Diu.

4. The Abolition Act was challenged by the lessees before the Bombay High Court in a writ petition. The High Court passed an interim order permitting the lessees to carry on mining operations and the mining business in the concessions for which renewal applications had been filed under Rule 24-A of the MC Rules. Subsequently, the High Court held in its judgment dated 20-6-1997 that the Abolition Act was valid but Section 22(1)(a) of the Abolition Act would operate prospectively and not retrospectively. The concessionaires filed special leave petition against the judgment dated 20-6-1997 before this Court. On 2-3-1998, this Court passed an interim order permitting the concessionaires to carry on mining operations and mining business in the mining areas for which renewal applications have been made on the condition that the lessee pays to the Government dead rent from the date of commencement of the Abolition Act. Subsequently, this Court granted leave in the special leave petition and continued the aforesaid interim order.

The Justice Shah Commission and its Report

5. As reports were received from various State Governments of widespread mining of iron ore and manganese ore in contravention of the provisions of the MMDR Act, the Forest (Conservation) Act, 1980, the Environment (Protection) Act, 1986 and other rules and guidelines issued thereunder, the Central Government appointed the Justice Shah Commission under Section 3 of the Commissions of

Inquiry Act, 1952 by Notification dated 22-11-2010. Paras 2 and 3 of the Notification, which are relevant, are extracted hereinbelow:

"2. The terms of reference of the Commission shall be-

(i) to inquire into and determine the nature and extent of mining and trade and transportation, done illegally or without lawful authority, of iron ore and manganese ore, and the losses therefrom; and to identify, as far as possible, the persons, firms, companies and others that are engaged in such mining, trade and transportation of iron ore and manganese ore, done illegally or without lawful authority;

(ii) to inquire into and determine the extent to which the management, regulatory and monitoring systems have failed to deter, prevent, detect and punish offences relating to mining, storage, transportation, trade and export of such ore, done illegally or without lawful authority, and the persons responsible for the same;

(iii) to inquire into the tampering of official records, including records relating to land and boundaries, to facilitate illegal mining and identify, as far as possible, the persons responsible for such tampering; and

(iv) to inquire into the overall impact of such mining, trade transportation and export done illegally or without lawful authority, in terms of destruction of forest wealth, damage

to the environment, prejudice to the livelihood and other rights of tribal people, forest dwellers and other persons in the mined areas, and the financial losses caused to the Central and State Governments.

3. The Commission shall also recommend remedial measures to prevent such mining, trade, transportation and export done illegally or without lawful authority."

6. The Justice Shah Commission visited Goa and issued notices under Section 4 of the Commissions of Inquiry Act, 1952 calling for information from the authorities concerned and the lessees and submitted its interim report on 15-3-2012 to the Ministry of Mines, Union of India. On 7-9-2012, the Justice Shah Commission Report on Goa was tabled in Parliament along with an Action Taken Report of the Ministry of Mines and on 10-9-2012 the State Government of Goa passed an Order suspending all mining operations in the State of Goa with effect from 11-9-2012. Pursuant to this Order of the State Government, on 11-9-2012 and 12-9-2012 the District Magistrates of the State of Goa banned transportation of iron ore in their respective districts and the Director of Mines and Geology ordered for verification of mineral ore which was already extracted. On 13-9-2012, the Director of Mines and Geology, Government of Goa issued show-cause notices to 40 mining leases. On 14-9-2012, the Ministry of Environment and Forests of the Union of India also directed that all

environmental clearances granted to mines in the State of Goa be kept in abeyance.

7. On the basis of findings in the Report of the Justice Shah Commission on illegal mining in the State of Goa, Goa Foundation has filed Writ Petition (C) No. 435 of 2012 as public interest litigation praying for directions to the Union of India and the State of Goa to take steps for termination of the mining leases of lessees involved in mining in violation of the Forest (Conservation) Act, 1980, the Mines and Minerals (Development and Regulation) Act, 1957, the Mineral Concessions Rules, 1960, the Environment (Protection) Act, 1986, the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981 as well as the Wild Life (Protection) Act, 1972. Goa Foundation has prayed that a direction be issued to the respondents to prosecute all those who have committed offences under the different laws and are involved in the pilferage of State revenue through illegal mining activities in the State of Goa including the public servants who have aided and abetted the offences. Goa Foundation has also sought for appointment of an independent authority with full powers to take control, supervise and regulate mining operations in the State of Goa and to ensure the implementation of the laws. Besides, the aforesaid main reliefs, Goa Foundation has also prayed for some incidental and consequential reliefs.

8. On 5-10-2012, this Court issued notice in Goa Foundation v. Union of India to the respondents and

directed the Central Empowered Committee (for short "CEC") to submit its report on the writ petition and also directed that till further orders, all mining operations in the leases identified in the report of the Justice Shah Commission and transportation of iron ore and manganese ore from those leases, whether lying at the mine-head or stockyards, shall remain suspended, as recommended in the report of the Justice Shah Commission.

9. Different mining lessees of the State of Goa and the Goa Mining Association also filed writ petitions in the Bombay High Court, Goa Bench for a declaration that the report of the Shah Commission is illegal and for quashing the findings in the Report of the Justice Shah Commission and also for quashing the Order dated 10-9-2012 of the Government of Goa suspending mining operations in the State of Goa and the Order dated 14-9-2012 of the Ministry of Environment and Forests, Government of India, directing that the environmental clearances granted to the mines in the State of Goa be kept in abeyance. These writ petitions have been transferred to this Court for hearing along with the hearing of Writ Petition (Civil) No. 435 of 2012 filed by Goa Foundation.

10. The writ petitions and the transferred cases were heard during September, October and November 2013. On 11-11-2013 an order was passed by this Court directing that the inventory of the excavated mineral lying ores in different mines/stockyards/jetties/ports in the State of Goa made by the Department of Mines and Geology of

the Government of Goa be verified and thereafter the whole of the inventoried mineral ores be sold by e-auction and the sale proceeds (less taxes and royalty) be retained in separate fixed deposits (leasewise) by the State of Goa till the Court delivers the judgment in these matters on the legality of the leases from which the mineral ores were extracted. The Court has also directed that this entire process of verification of the inventory, e-auction and deposit of sale proceeds be monitored by a Monitoring Committee appointed by the Court. By the said order dated 11-11-2013, this Court also constituted an Expert Committee to conduct a macro-EIA study on what should be the ceiling of annual excavation of iron ore from the State of Goa considering its iron ore resources and its carrying capacity, keeping in mind the principles of sustainable development and intergenerational equity and all other relevant factors. On 11-11-2013 the case was also reserved for judgment.”

16. Upon considering the submissions, Their Lordships in Goa Foundation-I held thus :

“87. In the result, we declare that:

87.1. The deemed mining leases of the lessees in Goa expired on 22-11-1987 and the maximum of 20 years renewal period of the deemed mining leases in Goa expired on 22-11-2007 and consequently mining by the lessees after 22-11-2007 was illegal and hence the impugned Order dated 10-9-2012 of Government of Goa and the impugned Order dated

14-9-2012 of MoEF, Government of India are not liable to be quashed.

87.2. Dumping of minerals outside the leased area of the mining lessees is not permissible under the MMDR Act and the Rules made thereunder.

87.3. Until the order dated 4-8-2006 of this Court is modified by this Court in IA No. 1000 in *T.N. Godavarman Thirumulpad v. Union of India*, there can be no mining activities within one kilometre from the boundaries of national parks and sanctuaries in Goa.

87.4. By the order dated 4-12-2006 in *Goa Foundation v. Union of India*, this Court has not prohibited mining activities within 10 kilometres' distance from the boundaries of the national parks or wildlife sanctuaries.

87.5. It is for the State Government to decide as a matter of policy in what manner mining leases are to be granted in future but the constitutionality or legality of the decision of the State Government can be examined by the Court in exercise of its power of judicial review."

17. After the declaration and directions in Goa Foundation-I, some controversy arose as the State of Goa granted second renewals to the mining lease holders. It was one of the contention of the petitioners in Goa Foundation-II that the State of Goa was obliged to grant fresh mining leases in accordance with law and not second renewals to the mining lease holders. The observations of Their Lordships in Goa

Foundation-II which also contains reference to the observations in Goa Foundation-I are significant, which read thus :

“1. Rapacious and rampant exploitation of our natural resources is the hallmark of our iron ore mining sector coupled with a total lack of concern for the environment and the health and well-being of the denizens in the vicinity of the mines. The sole motive of mining leaseholders seems to be to make profits (no matter how) and the attitude seems to be that if the rule of law is required to be put on the backburner, so be it. Unfortunately, the State is unable to firmly stop violations of the law and other illegalities, perhaps with a view to maximise revenue, but without appreciating the long- term impact of this indifference. Another excuse generally put forth by the State is that of development, conveniently forgetting that development must be sustainable and equitable development and not otherwise.

2. Effective implementation and in some instances circumvention of the mining and environment related laws is a tragedy in itself. Laxity and sheer apathy to the rule of law gives mining leaseholders a field day, being the primary beneficiaries, with the State being left with some crumbs in the form of royalty. For the State to generate adequate revenue through the mining sector and yet have sustainable and equitable development, the implementation machinery needs a tremendous amount of strengthening while the law enforcement machinery needs strict vigilance.

Unless the two marry, we will continue to be mute witnesses to the plunder of our natural resources and left wondering how to retrieve an irretrievable situation.

3. The Government of India appears to have received information of large-scale illegal mining of iron ore and manganese ore in different States in contravention of the provisions of the Mines and Minerals (Development and Regulation) Act, 1957 (the MMDR Act); the Forest (Conservation) Act, 1980; the Environment (Protection) Act, 1986 and other rules and guidelines issued on the subject from time to time.

4. Acting on this information, the Government of India appointed Justice M. B. Shah, a former Judge of this Court as a Commission of Inquiry under Section 3 of the Commissions of Inquiry Act, 1952 by a Notification dated 22-11-2010. The terms of reference of the Commission for the State of Goa were as follows:

"2. The terms of reference of the Commission shall be-

(i) to inquire into and determine the nature and extent of mining and trade and transportation, done illegally or without lawful authority, of iron ore and manganese ore, and the losses therefrom; and to identify, as far as possible, the persons, firms, companies and others that are engaged in such mining, trade and transportation of iron ore and manganese ore, done illegally or without lawful authority;

(ii) to inquire into and determine the extent to which the management, regulatory transportation, trade and export of such

ore, done illegally or without lawful authority, and the persons responsible for the same;

(iii) to inquire into the tampering of official records, including records relating to land and boundaries, to facilitate illegal mining and identify, as far as possible, the persons responsible for such tampering; and

(iv) to inquire into the overall impact of such mining, trade, transportation and export, done illegally or without lawful authority, in terms of destruction of forest wealth, damage to the environment, prejudice to the livelihood and other rights of tribal people, forest dwellers and other persons in the mined areas, and the financial losses caused to the Central and State Governments.

3. The Commission shall also recommend remedial measures to prevent such mining, trade, transportation and export done illegally or without lawful authority."

5. Justice Shah visited Goa and after calling for and receiving information from the authorities concerned as well as the mining leaseholders, he submitted a report on 15-3-2012 and another on 25-4-2012 to the Ministry of Mines in the Government of India. The reports were tabled in Parliament on 7-9-2012 along with an Action-Taken Report and as a result, the Government of Goa passed an order dated 10-9-2012 suspending all mining operations in the State with effect from 11-9-2012. The Ministry of Environment and Forests (MoEF) of the Government of India acted similarly and kept in abeyance the environmental clearances granted to 139 mines (actually 137 mines - there is some duplication) in the State of Goa by an order dated 14-9-2012.

6. Subsequent to the reports given by Justice Shah, a writ petition was filed by Goa Foundation in this Court being WP (C) No. 435 of 2012. The writ petition was a public interest litigation praying, inter alia, for directions to the Union of India and the State of Goa to take steps to terminate the mining leases where mining was carried out in violation of various statutes.

7. Similarly, several mining leaseholders preferred writ petitions in the Bombay High Court for a declaration that the reports given by Justice Shah are illegal and also for quashing the orders dated 10-9-2012 and 14-9-2012 whereby mining operations were suspended and environmental clearances were kept in abeyance. The writ petitions filed in the High Court were transferred to this Court for hearing along with WP (C) No.435 of 2012.

8. This Court heard all these matters and rendered its decision in Goa Foundation v. Union of India on 21-4-2014. Among other conclusions arrived at, it was held by the Court that all the iron ore and manganese ore leases had expired on 22-11-2007. Consequently, any mining operation carried out by the mining leaseholders after that date was illegal. **It was also held that all the mining leaseholders had enjoyed a first deemed renewal of the mining lease and for a second renewal an express order was required to be passed in view of and in terms of Section 8(3) of the MMDR Act.** For a second renewal of the mining lease, it was held that the State Government must apply its mind and record reasons for renewal being in the interest of mineral

development and the necessity to renew the mining lease. Any decision taken by the State Government should also be in conformity with the constitutional provisions. The decision taken by the State of Goa to grant a mining lease in a particular manner or to a particular party could be examined by way of judicial review. It was also held that the orders dated 10-9-2012 and 14-9-2012 are not liable to be quashed and that they would continue till decisions are taken to grant fresh leases and fresh environmental clearances for mining projects.” (emphasis supplied)

18. The Supreme Court in Goa Foundation-II concluded thus :

“154 - In view of our discussion, we arrive at the following conclusions:

154.1. As a result of the decision, declaration and directions of this Court in Goa Foundation, the State of Goa was obliged to grant fresh mining leases in accordance with law and not second renewals to the mining lease holders.

154.2. The State of Goa was not under any constitutional obligation to grant fresh mining leases through the process of competitive bidding or auction.

154.3. The second renewal of the mining leases granted by the State of Goa was unduly hasty, without taking all relevant material into consideration and ignoring available relevant material and therefore not in the interests of mineral development. The decision was taken only to

augment the revenues of the State which is outside the purview of Section 8(3) of the MMDR Act. The second renewal of the mining leases granted by the State of Goa is liable to be set aside and is quashed.

154.4. The Ministry of Environment and Forest was obliged to grant fresh environmental clearances in respect of fresh grant of mining leases in accordance with law and the decision of this Court in Goa Foundation and not merely lift the abeyance order of 14th September, 2012.

154.5. The decision of the Bombay High Court in Lithoferro v. State of Goa (and batch) (2014 SCC Online Bom 997) giving directions different from those given by this Court in Goa Foundation is set aside.

154.6. The mining lease holders who have been granted the second renewal in violation of the decision and directions of this Court in Goa Foundation are given time to manage their affairs and may continue their mining operations till 15th March, 2018. However, they are directed to stop all mining operations with effect from 16th March, 2018 until fresh mining leases (not fresh renewals or other renewals) are granted and fresh environmental clearances are granted.

154.7. The State of Goa should take all necessary steps to grant fresh mining leases in accordance with the provisions of the Mines and Minerals(Development and Regulation) Act, 1957. The Ministry of Environment and Forest should also take all necessary steps to grant fresh environmental clearances to those who are successful in obtaining

fresh mining leases. The exercise should be completed by the State of Goa and the Ministry of Environment and Forest as early as reasonably practicable.

154.8. The State of Goa will take all necessary steps to ensure that the Special Investigating Team and the Team of Chartered Accountants constituted pursuant to the Goa Grant of Mining Leases Policy, 2014 give their reports at the earliest and the State of Goa should implement the reports at the earliest, unless there are very good reasons for rejecting them.

154.9. The State of Goa will take all necessary steps to expedite recovery of the amounts said to be due from the mining lease holders pursuant to the show cause notices issued to them and pursuant to other reports available with the State of Goa including the report of Special Investigating Team and the Team of Chartered Accountants.

155. The writ petitions and SLPs are disposed of in accordance with the above conclusions and directions.”

19. The State of Goa, therefore, now had to proceed with the auction of the ore (‘e-auction ore’), which was already extracted; and secondly, initiate the process of issuing fresh mining leases (allotment of blocks) in accordance with the directives of the Supreme Court as per law.

20. What is in issue in this PIL are the problems caused by bulk transport of minerals (iron ore) through mining villages in the mining zone of Goa that have plagued village communities in the past. The petitioner expects the Government to accept their rights to a clean, healthy and pollution free environment as the primary consideration which should guide them while granting transport permissions to the mining companies/transporters of the minerals, rather than the commercial interests of the project proponent/transporters. The grievance is that though statutory provisions are in place to regulate such operations, they are grossly inadequate and worse still poorly implemented. The submission is that poor implementation of norms lead to road deaths, insufferable dust pollution, destruction of roads and water delivery infrastructure, occupation of the road by heavy vehicles from dawn to dusk resulting in the degeneration of quality of life in the villages. It is submitted that with a fresh regime of mining now commencing, it was necessary that the transportation Rules ought to have been comprehensively re-examined especially in the context of findings of the two-year study of environmental impacts of mining done by the Dhanbad Institute of Mines, by the Ministry of Environment. According to the petitioners there is no scientific study of the village routes for sustainable transport before granting the permissions. Thus, it is vehemently urged that the transportation of the ore by means of trucks/tippers will not only disturb the peace and

tranquillity of the villages but seriously affect the safety of the villagers apart from increased pollution which will have an adverse effect on the health of the villagers.

21. As indicated earlier, learned Advocate General submitted that so far as village Mayem is concerned, the grievance is worked out as no transportation will be permitted from this village. It is further submitted that there are adequate safeguards in place in the form of rules, notifications, under the EP Act and also SOPs have been issued pursuant to the interim orders passed by this Court providing for adequate safety measures for safeguarding life and property of the villagers apart from addressing environmental concerns expressed.

22. We completely agree with learned Counsel for the petitioners, that there is bound to be heavy increase of transportation through the village roads as the materials on record indicate. However, in balancing the conflicting rights, we must bear in mind the observations of the Supreme Court in the matter in **Rajeev Suri vs. Delhi Development Authority & Ors.**(supra). Their Lordships made significant observations for striking a just balance between two competing environmental and development concerns. Paragraph 519 to paragraph 528 reads thus :

“519. Indubitably, environment and development are not sworn enemies of each other. It would be an anomalous approach to consider environment as a hurdle in development and vice versa. The entities like EAC and NGT are created to strike a just balance between two competing interests and a time-tested principle of striking this balance is timely invocation of mitigating environmental measures amidst a development activity. True that mere application of certain mitigating measures may not alleviate environmental concerns in all matters and in some circumstances, the project is simply incomprehensible with the environment. But as long as a legitimate development activity can be carried on in harmony with the idea of environmental protection and preservation including sustainable development, the Courts as well as expert bodies should make their best endeavour to ensure that harmony is upheld and hurdles are minimised by resorting to active mitigating measures.

520. The principle of sustainable development and precautionary principle need to be understood in a proper context. The expression “sustainable development” incorporates a wide meaning within its fold. It contemplates that development ought to be sustainable with the idea of preservation of natural environment for present and future generations. It would not be without significance to note that sustainable development is indeed a principle of development, it posits controlled development. The primary requirement underlying this principle is to ensure that every development work is *sustainable*;

and this requirement of sustainability demands that the first attempt of every agency enforcing environmental rule of law in the country ought to be to alleviate environmental concerns by proper mitigating measures. The future generations have an equal stake in the environment and development. They are as much entitled to a developed society as they are to an environmentally secure society.

521. By the Declaration on the Right to Development, 1986, the United Nations has given express recognition to a right to development. Article 1 of the Declaration defines this right as:

“ i. The right to development is an inalienable human right by virtue of which every human person and all peoples are entitled to participate in, contribute to, and enjoy economic, social, cultural and political development, in which all human rights and fundamental freedoms can be fully realized.”

522. The right to development, thus, is intrinsically connected to the preservice of a dignified life. It is not limited to the idea of infrastructural development, rather, it entails human development as the basis of all development. The jurisprudence in environmental matters must acknowledge that there is immense interdependence between the right to development and the right to natural environment.

523. In *International Law and Sustainable Development*, Arjun Sengupta in the chapter “*Implementing the Right to Development* [*International Law and Sustainable Development*

— *Principles and Practice* (Publisher : Martinus Nijhoff, Edn. 2004) p. 354.] ” notes thus:

“... Two rights are interdependent if the level of enjoyment of one is dependent on the level of enjoyment of the other...”

The concern of the regulatory agencies is to weed out the unsustainable from the development plan and to parallelly ensure that the right to development is not trumping upon any other right. Sengupta further notes:

“... There is an improvement in the right to development only if at least one of the constituent rights improves and no other right deteriorates or is violated, which means the right to development conforms to the principle of the indivisibility of human rights... [*International Law and Sustainable Development — Principles and Practice* ”

524. The precautionary principle duly mandates that all agencies of the State, including Courts, must make their best endeavour to ensure that precaution is instilled in the process of development. The very requirement of prior EC is born out of this need for precaution. It is a manifestation of the precautionary principle in India and if development work is carried out in furtherance of prior EC and such EC is not vitiated by illegality, it would be a case of proper adherence with the precautionary principle.

525. In matters of balancing between competing environmental and development concerns, the Court has to be project-specific. In environmental matters, even one fact here or there may have the effect of attributing a totally distinct character to the project and accordingly, the scope of judicial review may vary. This sentiment is best reflected in the following words of Professor Schotland [D.C. Circuit Judicial

Conference, *Environmental Protection : Law and Policy*, 2nd Edn. (Cambridge : Cambridge University Press, 2007) p. 122.] who proposed ranking of standards of judicial review according to strictness:

“3. ... I have always thought of scope of review as a spectrum, with de novo at one end, with unconstitutionality at the other end, and in between a number of what I will call “mood-points” or degrees of judicial aggressiveness or restraint, such as preponderance of the evidence, clearly erroneous, substantial evidence on the whole record, scintilla of evidence, abuse of discretion and last, right next to or even into unconstitutionality, arbitrary and capricious. And since these are only “mood-points”, there is considerable room within each for difference.”

526. The proper balance of judicial review in environmental matters in a constantly developing society is a matter of great debate across all jurisdictions. In *Ethyl Corpn. v. Environmental Protection Agency* [*Ethyl Corpn. v. Environmental Protection Agency*, 426 US 941 (1976). Ed. : Cert. denied in *Ethyl Corpn. v. Environmental Protection Agency*, 426 US 941 (1976) against *Ethyl Corpn. v. Environmental Protection Agency*, 541 F 2d 1 (DC Cir 1976).] , the observations of Wright, J. present a just balance. He observed thus:

“There is no inconsistency between the deferential standard of review and the requirement that the reviewing court involve itself in even the most complex evidentiary matters; rather, the two indicia of arbitrary and capricious review stand in careful balance. The close scrutiny of the evidence is intended to educate the court. It must understand enough about the problem confronting the agency to comprehend the meaning of the evidence relied upon and the evidence discarded; the questions

addressed by the agency and those bypassed; the choices open to the agency and those made. The more technical the case, the more intensive the court's effort to understand the evidence, for without an appropriate understanding of the case before it the court cannot properly perform its appellate function. ...”

527. Wright, J. in *Ethyl Corporation* [*Ethyl Corpn. v. Environmental Protection Agency*, 426 US 941 (1976). **Ed.** : Cert. denied in *Ethyl Corpn. v. Environmental Protection Agency*, 426 US 941 (1976) against *Ethyl Corpn. v. Environmental Protection Agency*, 541 F 2d 1 (DC Cir 1976).] then notes the need for realising the limits of judicial function thus:

“But the function must be performed with conscientious awareness of its limited nature. The enforced education into the intricacies of the problem before the agency is not designed to enable the court to become a superagency that can supplant the agency's expert decision-maker. To the contrary, the court must give due deference to the agency's ability to rely on its own developed expertise. The immersion in the evidence is designed solely to enable the court to determine whether the agency decision was rational and based on consideration of the relevant factors. It is settled that we must affirm decisions with which we disagree so long as this test is met...”
(emphasis supplied)

528. They must always look for a careful balance when two equally relevant interests compete with each other. The task may not be easy, but is the only reasonable recourse. **For the proper application of these principles, the first and foremost thing to be kept in mind is the nature of the project.** In the present case, the subject project is an independent building and construction project wherein one-time

construction activity is to be carried out. It is not a perpetual or continuous activity like a running industry. It is absolutely incomprehensible to accept that a project of this nature would be unsustainable with the needs and aspirations of future generations. Furthermore, the increase in footprint is not shown to be substantial and the inclusion of new Members of Parliament after the delimitation exercise is anyway going to lead to an inevitable increase in footprint (floating though) that cannot be countenanced as a concern here.”

23. We have therefore to look for a careful balance when two equally relevant interests compete with each other. At this juncture itself, we may refer to the MCA No. 239 of 2024 filed by Vedanta Limited. Shri Janak Dwarkadas submitted that Vedanta Limited has been granted Environmental Clearance (EC) to the project for Block – I, Bicholim Mineral Block and Block VII-Cudnem Mineral Block. It is submitted that the EC is granted after following a detailed procedure laid down under the EP Act and the Rules framed thereunder. Our attention is invited to the Notification dated 14.09.2012 published by the Ministry of Environment, Forest and Climate Change, which provides for requirements of prior environmental clearances for matters falling under category 'A' of the Schedule. Shri Dwarkadas submitted that the Expert Appraisal Committee comprises of domain experts. It is submitted that rigorous conditions are imposed in the EC. It is further submitted that transportation is a mechanism

provided under the Expert Appraisal Committee (EAC) regime. It is submitted that the EAC comprises of persons who are outstanding environmental policy experts with wide expertise in the relevant development sector. It consists of only professionals and experts fulfilling the qualifying criteria provided by the notification. It is submitted that a detailed procedure is prescribed for appraisal. A procedure is conducted for public hearing. It is thus submitted that before granting EC, it has to pass the muster of the stringent provisions of the EP Act and the Rules framed therein.

24. It is already indicated by us that we are not examining the challenge to the EC hence we refrain from expressing any opinion to the legality or otherwise of the EC. In appropriate proceedings, such challenge can be gone into. We also make it clear that what is being recorded by us are the assurances accepted by Vedanta in the matter of transportation. We may not be understood to mean that we have examined the legality and propriety of the conditions for transport in the EC and the Consent to Operate ('CTO' for short). The challenge to these conditions in the EC and the CTO regarding the transport and the measures incorporated is kept open for consideration in appropriate proceedings before the appropriate forum as and when a proper challenge to the EC as well as the CTO is made.

25. Shri Dwarkadas was at pains to point out that Vedanta's consent to operate incorporates all the safeguards necessary to ensure that the competing rights of the villagers regarding their safety and environmental concern are properly balanced with that of the right of the project proponent to carry mining operations pursuant to the valid EC. Shri Dwarkadas submitted that Vedanta's affidavit dated 17.06.2024 provides for measures of safeguards to prevent pollution under CTO. On instructions, Shri Dwarkadas submits that Vedanta shall be strictly complying with all conditions of transportation mentioned at serial nos. 13 to 24 of the CTO.

26. The CTO has been granted by the GSPCB under Section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under Section 21 of the Air (Prevention & Control of Pollution) Act, 1981 and Authorization under Rule 6(i) of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016, as amended thereafter. In the EC granted to Vedanta Limited, we find that during the site inspection, certain observations were made by the sub-committee. The observations at item 4 and the reply of the project proponent thereon are relevant, reading thus :

“4. The Project Proponent needs to bypass the public road and also to explore the possibility of increasing the capacity of the truck so as to reduce the no. of trips. The EAC opined that the Project

Proponent needs to revisit the traffic load by considering the cycle time and waiting time. The Project Proponent needs to submit the action plan for strengthening the road and for converting the unpaved road into concrete road.

The Project Proponent submitted the map showing the transportation route comprising of dedicated road corridor and public road. The total travel distance upto Jetty is 5.48 kms (4.54 km dedicated road and 0.94 km MDR-20 Public Road). Traffic load and effective distance between two trucks are as follows :-

S.No.	Transportation working days	Quantity (In TPA)	Tonnes/Day	Trips per day	Mode of transport
1	237	30,00,000	12658	1205	Road
Total trips per day				1205	

The road width details for various segments are as follows :

Dedicated Road corridor	
3.31 km	1.23 km
12-15 mts wide Road	7 mts wide Road

Further, the Project Proponent submitted the following details :

- i. Capacity of truck is 10.5 tons as per directives of Dept. Of Mines & Geology, Goa.

- ii. Total Handling per day is 12658 tons/day
- iii. Transportation timings are 6.00 a.m. to 7.00 am, 8.00 a.m. to 12.45 pm and 2.00 p,m to 5.45 pm. Therefore, the effective transportation time is 9.30 hrs.
- iv. Per Hour Handling is : 1332 tons/hour
- v. No. of vehicles per Hour (One Way): 127 vehicles
- vi. No. of Vehicles per Hour (to and fro) : 254 vehicles
- vii. The Speed of vehicle is 25 KMPH and the lead distance is 5.48 kms.
- viii. The time taken for 5.48 km is 13.15 mins for each truck and loading time is 1 min, weighment time at both source location is 2 min, Tarpaulin tying and untying time is 2 min, unloading time 1 min and waiting time 10 min.
- ix. Each truck length is 15'.5" (4.58 m)
- x. Distance from truck to truck is 5 m both side – 10 m
- xi. Each vehicle occupies a min. distance of 14.58 m = ~ 15 m
- xii. The length of road is 5.48 Km = 5480
- xiii. No. of vehicle which can travel on this road for one side = $5480/15=365$, However we would be plying only 127 trucks hence effective distance between two vehicles is 43 m.

The Project Proponent submitted the following mitigation measures for transportation :

- i. Public road is hot mixed and same will be maintained.
- ii. Dedicated road is proposed to be hot mixed in phased manner.
- iii. Entire Dedicated transportation route is surrounded by thick Green Belt

- iv. Transportation vehicles shall be properly maintained to minimize the exhaust emission.
- v. Regular tests shall be carried out to check exhaust emission and PUC certification of transportation vehicles at prescribed interval.
- vi. Transportation trucks will be loaded with prescribed capacity and covered with tarpaulin before leaving mines premises.
- vii. Overloading of the material will be avoided.
- viii. Regular monitoring of the emission levels.
- ix. Over speeding of Vehicle will not be allowed.
- x. Traffic Marshalls shall be provided for regulating movement of vehicles as well as for safety of persons.
- xi. Training will be given to all drivers about safe driving.
- xii. Regular water sprinkling by means five hired water tanker of 10kL capacity on haul road and loading points will be carried out.
- xiii. Used of fixed dust suppression system on haul roads
- xiv. Installation of two wheel washed system (one each at the exit of the dedicated road and jetty exit respectively).
- xv. Manual and mechanised machines for road sweeping.
- xvi. Washing of mine exit points/Junctions (Mayem, Pilgao and Jetty exit area) after transportation hours/at night with water tanker having pipe arrangements
- xvii. Underpass proposed at Mayem junction to prevent interface with public.”

27. By way of a note submitted at the time of hearing, a summary of major compliances ensured by Vedanta are as under:

CTO CONDITION	COMPLIANCE	STATUS
13	The mining unit shall install online noise monitoring station approved by USEPA, TUV or CPCB, CSR or MCERTs at the transportation route near sarmanas in consultation with the Board and connect the same to the Board server within one month of receipt of this Consent and submit compliance report to the Board.	24 x 7 real time online monitoring station connected with GSPCB has been set-up
14	The mining unit shall install CCTV Camera at exit gate from mine towards the jetty to monitor if the trucks are properly covered with tarpaulin before exit and should	Installed Camera shall give the status of compliance by Trucks to GSPCB

	be connected online to GSPCB, within one month of receipt of this Consent to Operate	
16	The trucks/tippers engaged in transportation of ore shall have with atleast six inches free board after filling the cargo box to avoid spillage	This shall be complied with
17	All trucks/tippers engaged in the transportation of ore shall be covered with tarpaulin and the tarpaulin shall be properly fastened to the cargo box ensure the ore does not get air borne or spill on the road.	
20	The mining unit shall provide wheel washing facility for the ore transport vehicles shall be provided at the	Wheel Washing System already set-up

	exit point of the mine	
23	The mining company should submit details regarding transportation of ore mentioning Source, Destination, Qty., No. Of trips (tipper trucks), Route (names of villages through which transportation takes place), Remarks	This shall be complied with

28. Shri Dwarkadas submitted, on instructions, that Vedanta is bound by the aforesaid conditions and the mitigating measures provided for transportation. Furthermore, even the CTO has provided for conditions for transportation mentioned at serial nos. 13 to 24. **In the affidavit dated 17.06.2024 filed by Vedanta, it is assured that all the conditions pertaining therein will be strictly adhered to. Statements in the affidavit and the assurances aforementioned are accepted as an undertaking to this Court.**

29. This Court by an Order dated 22.04.2024, directed the GSPCB to file an affidavit pursuant to the inspection carried out and place a status report on record. So far as Vedanta is concerned, the route applied for permission was NSP-1, Top-NBP Junction-NBP-Matwada Junction-Sarmanas jetty. As directed by DMG, the Board officials inspected the site along with unit representative on 03.05.2024. Following were the recommendations for pollution control safeguard:

“Recommendations for pollution control safeguard

- The truck/tippers engaged in transportation of ore shall have sufficient free board after filling the cargo box to avoid spillage.
- All trucks/tippers engaged in the transportation of ore shall be covered with tarpaulin and the tarpaulin shall be properly fastened to the cargo box to ensure the ore does not get air borne or spill on the road.
- In case of break down of loaded trucks/tippers unloading of ore at the road side shall be strictly avoided.
- The roads within mining lease areas shall be sprinkled with water to suppress dust pollution.
- Spillage of ore on the public roads shall be removed immediately on occurrence.
- The mining company should make suitable arrangement for sweeping of roads affected due to transportation of iron ore.
- The mining firm should manage the daily trips in staggered manner in consultation with DMG, so that traffic congestion is avoided at major junctions.
- The Board shall carry out monitoring along the route through the Ministry of Environment, Forests and Climate

Change approved lab and monitoring charges shall be recovered from the transporters/mining firms as per actual. The Transportation/mining firms shall pay an advances of Rupees Three lakhs towards the monitoring charges.

- The Department of Mines to provide the transportation route for enabling the Board to identify suitable monitoring locations. The Department may also ensure power supply for the monitoring stations.
- Speed of ore carrying trucks should be controlled by online GPS monitoring done by DMG through its authorized agency.
- Road sweeping machines may be jointly/severally developed in hotspot areas/ stretches.
- The shoulders of the mining transport roads may be tarred whenever needed.
- DMG may ensure maintenance of public road in the mining area with respect to repair of potholes/widening of roads whenever necessary.
- The Operator is required to carry out manual wheel washing in order to clean the wheels of the trucks and subdue dust arising out of it whenever wheel washing stations are not installed.
- In case the air quality standards are breached the transport frequency should be reduced and the transporters to be levied polluter pays penalty.

Permission can be granted to above mentioned route.”

30. Shri Dwarkadas submitted that the Project Proponent-Vedanta is accepting all these safeguards and assures this Court on instructions that the conditions will be strictly followed and implemented. The learned Advocate General as well as learned Counsel for the implementing agencies assures that the monitoring will be strict and

effective and not an eye wash. We accept these assurances as undertaking to this Court.

31. It is submitted by Shri Dwarkadas that in any case the transportation of Vedanta is through a dedicated corridor and not through village roads. The stretch of 0.9 kms though not a part of dedicated corridor is not a village road. Learned Senior Advocate submitted that they are even willing to provide for additional safeguards for this non-village/Major District Road of 0.9 kms by deployment of traffic marshals to avoid congestion and inconvenience to the public at large on arrival of the ferry. Whether to accept these additional safeguards is something which the DMG and transport authorities shall look into and take an informed decision depending on the ground conditions.

32. MCA No.1416/2024, is an intervention filed by Shri Shankar Chandrakant Jalmi and others in Vedanta's application. Upon hearing Mr. Frias, learned Counsel for the interveners, we are satisfied that the grievance about the road being illegally constructed through the lands of the interveners cannot be made a subject matter of this PIL Petition as and by way of an intervention application. It is for the Applicant-intervener to resort to appropriate remedies available in law. If any authority is required in support of this view, we may refer to the decision of the Supreme Court in **Saraswati Industrial Syndicate**

Ltd. vs. Commissioner of Income Tax, Haryana, Rohtak⁷. In paragraph 12, Their Lordships held that the only purpose of granting an intervention application is to entitle the intervener to address arguments in support of one or the other side. **Keeping all contentions open with liberty to avail of appropriate remedies in accordance with law, the intervention application is disposed of.**

33. Let us now examine the measures and safeguards provided for transportation of 'e-auction ore'. A meeting was convened by DMG along with the Officials of GSPCB, Transport Department, Police Department, Stakeholders, Transporters, Panchayat Representatives on 29.01.2024 at 3.30 p.m. It was decided that the DMG and GSPCB should mutually devise a Standard Operating Procedure (SOP) for grant of route approvals for transportation of ore through village roads. The Standard Operating Procedure (SOP) for grant of route approvals for transportation of ore through village roads, reads thus :

“1. The transporter will first approach the Directorate of Mines and Geology for approval of the route of transportation. In their application they shall indicate the approximate width of the road and facts about number of houses along the route and availability of alternate route. The Directorate of Mines and Geology will examine the applications and decide upon the route to be allowed for transportation. Upon such approval, the transporter

7 (1999) 3 SCC 141

will apply to the GSPCB for setting up monitoring stations on the route. After the GSPCB sets up the stations, the transporter will then apply to the DMG for transit permits, which shall be accordingly decided by DMG.

2. The transporter upon receiving transit permit shall ensure that all conditions of transportation are adhered and complied. All trucks shall be registered with the Department and fitted with GPS.

3. GEL shall continuously monitor Vehicle speed and any Violation (above 40 km/hr) shall entail penalty i.e. Trucks shall be blocked for 3 days and further as per the Order dated 26/04/2016.

4. On the Bhumija Potal GEL through VTS System shall ensure that the **total number of trips shall be restricted per Operator on the route to min 20 and maximum 40 per hour.**

5. The road congestion shall be monitored by GEL on Bhumija Ore Monitoring System on a real time basis and accordingly trips shall be restricted.

6. Intimation about permitted transport shall be made to SP. North, SP. South and SP Traffic informing them that transporter has to strictly follow the Goa (Prevention of Illegal Mining, Storage and Transportation of Minerals) Rules, 2013, Order of the Directorate of Mines & Geology dated 26/04/2016, check whether the above conditions are followed by the Transporters and monitor the same.

7. The timing of the Ore Transportation along the designated route should be from 8.00 am to 1.00 pm

with a break from 1.00 pm to 2.00 pm and then transportation can continue from 2.00 pm to 5.45 pm from the source location.

8. GEL should ensure that no trip sheets are generated beyond the prescribed time so that transportation of Ore happens only within the specified time.”

34. Apart from the aforesaid, there are in place “The Goa (Prevention of Illegal Mining Storage and Transportation of Minerals) Rules 2013, published in the Official Gazette, of the Government of Goa, dated 17.10.2013. Rule 17 under Chapter V deals with Regulation of Transport and Extraction. The Regulation provides for various stipulations regarding transporting the ore. These Rules shall be scrupulously followed and measures provided effectively monitored. Rule 23 provides for reasonable restrictions on transport reading thus :

“23. Reasonable Restriction on Transport.- The Government shall have power to impose reasonable restrictions, such as, restricting the number of carriers to be permitted for transport of mineral, fixing the maximum number of years for using carriers for mining transport, deciding a cut off date after which the carrier registered with Transport Department shall not be registered for transportation of the mining ore or any other similar restriction that may be necessary to ensure smooth

flow of traffic in the State, to counter congestion on State roads, for public safety, to regulate damage to ecology and environment of the State due to haphazard movement of trucks or vehicles or due to any other mode of transport authorized to carry ore including barges.”

35. Our attention is also invited to the instructions containing route safety in the matters concerning transportation on road issued by the DMG on 26.04.2016. **The instructions are for strict compliance by the truck owners, machinery owners, leaseholders, traders, end users, etc. These instructions are issued in exercise of powers under the Goa (Prevention of illegal Mining, Storage and Transportation of Minerals) Rules, 2013 and all other powers enabling in this behalf.** The instructions are thus :

**“INSTRUCTIONS CONCERNING ROAD SAFETY
IN MATTERS CONCERNING TRANSPORTATION
ON ROAD**

Following instructions are issued to all Truck Owners, Machinery Owners, Leaseholders, Traders, Endusers, etc. for strict compliance in exercise of powers under the Goa (Prevention of Illegal Mining, Storage and Transportation of Minerals) Rules, 2013 and all other powers enabling in this behalf:

1. Since Hon'ble Supreme Court of India in Writ Petition No. 435/2012 in order dated 21/04/2014 directed the State Government to strictly enforce the Goa (Prevention of Illegal Mining, Storage and Transportation of Minerals) Rules, 2013, as such in exercise of power under Rule 17(10) of Goa (Prevention of Illegal Mining, Storage and

Transportation of Minerals) Rules, 2013, the speed limit for vehicles used for transportation of minerals is fixed at 40 km/hr.

2. The upper speed limit is applicable to the trucks registered with department irrespective of the facts whether it is involved in transportation of minerals or is driven for any other purpose. The speed limit shall be applicable to all such registered vehicles throughout the State of Goa and throughout the year so that confidence is reposed in the citizen that such vehicles shall not endanger the lives of other commuters on road.

3. The software with the help of VTS device fitted on transportation vehicles shall automatically debar all the trucks found to be exceeding the speed limit for the period mentioned as under:

- (1) 1st Violation: Debarred upto 1 day
- (2) 2nd Violation: Debarred upto 3 days
- (3) 3rd Violation: Debarred upto 7 Days
- (4) 4th Violation: Debarred upto 10 days
- (5) 5th Violation: Debarred upto 15 days
- (6) 6th Violation: Debarred upto 30 days
- (7) 7th Violation: Debarred upto 60 days
- (8) 8th Violation: Debarred upto full season

4. If in exigency situation if the truck exceeds limit beyond 40 km/hr. upto 50 km/hr., it shall not be treated as wilful violation of the speed limit. For this purpose any increase in speed of vehicle above 40 km/hr. up to 60 second at a time shall be presumed to be such exigency and shall not be treated as wilful violation of speed limit.

5. The list of violators shall be displayed on the website in the late evening of the same day or on next day.

6. It shall be the duty of the Leaseholder/Trader/end User, Transportation Contractors etc. not to employ such debarred vehicles' for any activities concerning Major Minerals like using such vehicles for internal movements within lease or jetty or storage points.

7. If the debarred vehicle is used for transportation of the minor minerals like sand, laterite stones, rubbles, murram etc. during when it was debarred, such vehicle may be made liable for exorbitant fines' so also person who employed such vehicles.

8. Since debarring of trucks is done by use of software, the Social Status, Political Status or Economical Status either of the truck owner or driver shall not influence either monitoring or process of debarring trucks.

9. The registration of vehicles with the department is voluntary, as such once registered with the department, the owner and driver of the truck or machinery shall be governed by provisions of the MMDR Act, 1957 and rules made therein, so also administrative instructions issued by Department from time to time.

10. Irrespective of financial arrangements or other commercial decision with regards to employing of vehicle between Lease Holders, traders and endusers etc. and owner of vehicles or machinery, the department shall take serious note if any attempt by owner of vehicle or through others' to illegal stop the transport. The department reserves the right to take stern action against such person if they are found to have stopped or abated legal transportation in accordance with law which is authorised by this department.

11. The department shall monitor all the vehicles registered with it throughout the year, as such VTS device of all the vehicles registered with department shall be active throughout the year irrespective of the fact whether it is mining season or otherwise.

12. The choice of vehicles to be used for transportation concerning the particular lease holder, traders or end users shall be exclusively left to the choice of lease holders, traders or end users. As such mere registration of vehicle with department shall not give any rights to any of the vehicle owner

to get business of transportation as a matter of right from the department/lease holder, end user etc.

13. The vehicle engaged for one lease hold area/end user shall be expressively barred for undertaking transportation or other allied activities for other lease holder/end user on the same day.

14. The time for transportation of minerals though starts from 6 a.m. to 10 p.m. the same may be modified from time to time at different locations' taking into accounts the usage of infrastructure facilities by members of public, so also all school going children etc.

15. To decongest the roads it is hereby ordered that there shall be equal way bridges at loading and unloading points.

16. Proper care shall be taken by the owner and driver of the vehicle to cover the minerals with turpentine etc. so that no wastage of mineral takes place at the same time dust pollution is avoided.

17. The Lease Holders or transportation contractors, end users shall ensure that before vehicles leaves their premises, the tyres of the vehicles are washed properly so that dust pollution on the road due to tyres 'can be avoided.

18. The trucks owners shall ensure that speedometer of vehicles are in good condition so as to enable the driver to control the speed of the vehicle and drive within the speed limit.

19. When any violation shall be noticed, the message of debarring of the truck shall be sent to all the owners/drivers on mobile numbers provided by them to department for over speeding. The duration for which they are debarred shall be intimated by auto generated SMS and when such message is received, it shall be the duty of such owner/driver not to use vehicle for any mining related activity during such period, any wilful defines of such instruction shall be solely attributed to such owner/driver and

employing of such debarred vehicle shall be liable for further grievous action both monetary and otherwise.

20. In case when vehicle registered with the department meets with an accident, it shall be presumed to be at fault and strict action shall be initiated against such vehicle. It shall be the duty of the vehicle owner to prove his innocence.

21. It is hereby clarified that whenever the old vehicles shall be replaced, they shall be replaced with new vehicles of capacity of at least 15 tons.

The above instructions are issued not only for implementation of the Goa (Prevention of illegal Mining, Storage and Transportation of Minerals) Rules, 2013 but also for honouring directions of the Hon'ble Supreme Court of India. The said action is initiated so that confidence is reposed in the minds of general public that the transportation of ore is not only in compliance with legal requirements but also keeping in mind safety of the general public, which is of paramount importance.

Since actions are initiated by the help of software with electronics monitoring devices there is no scope of human intervention for favouring any person or against any person as such should be taken into right spirit so that necessary corrective majors are taken.

Place: Panaji

sd/-
(Prasanna A.

Acharya)

Dated: 26th April, 2016. Director of Mines & Geology

(emphasis supplied)

36. The underlined portion of the instructions is significant. DMG is conscious of the directions of the Supreme Court. It also has in mind safety of the general public. As far as back as in 2016, the need

was felt to use software to do away with the scope for any human intervention. As experts concerned with the safety of citizens, adopting modern technology, upgrading software should be routine. To this end, we expect the DMG and GSPCB to be proactive. The suggestions of learned Counsel for the petitioners which we have dealt with in the later part of this judgment assumes relevance and need to be seriously looked into. As an expert body, we expect the DMG and GSPCB to examine these suggestions and depending on the scientific study enforce them if found useful.

37. In respect of transportation of 'e-auction ore', vide Corrigendum dated 06.06.2023, the DMG has imposed the following restrictions on traffic movement on different transportation routes. Such restrictions read thus:

CORRIGENDUM

Subject: Transportation of Ore

This Department vide Memorandum No.03/66/2023/Major/Mines/194 dated 05/04/2023 had put restriction on number of trips per hour to avoid traffic congestion on village roads. This restriction stands amended to the extent given below:

The traffic movement on different transportation routes will be monitored by Goa Electronics Limited on real time basis and the number of trips will be staggered between

20 trips to 40 trips per hour depending on the traffic congestion on the roads.

Sd/-

(Dr. S. Shanbhogue)
Director & Ex-officio Joint Secretary

38. Now we come to OM dated 29.10.2014 issued by the Ministry of Environment, Forests and Climate Change, as regards the impact of mining activities on habitations-issues related to the mining Projects wherein habitations and villages are the part of mine lease areas or habitations and villages are surrounded by the mine lease area. The said OM provides thus :

OFFICE MEMORANDUM

Subject: Impact of mining activities on Habitations-Issues related to the mining Projects wherein Habitations and villages are the part of mine lease areas or Habitations and villages are surrounded by the mine lease area- Regarding.

The Ministry has been receiving mining proposals wherein the habitations and villages are part of mine lease areas or habitations and villages are surrounded by the mine lease area.

2. To discuss the impact of mining activities on habitations and to develop a code of practice on these issues, a meeting was held under the Chairmanship of Shri M.S. Nagar, Chairman EAC (Non Coal Mining Sector) on 23.06.2014. After detailed deliberations by the Experts, the following suggestions were made as part of mitigation

measures to avoid adverse impact of mining operations in the case of such habitations/villages:-

a) The Project Authority shall adopt Best Mining Practice for the given mining conditions. In the mining area, adequate number of check dams, retaining walls/structures, garland drains and settling ponds should be provided to arrest the wash-off with rain water in catchment area.

b) The natural water bodies and or streams which are flowing in and around the village should not be disturbed. The Water Table should be nurtured so as not to go down below the pre-mining period. In case of any water scarcity in the area, the Project Authorities have to provide water to the villagers for their use. A provision for regular monitoring of water table in open dug well located in village should be incorporated to ascertain the impact of mining over ground water table.

c) The illumination and sound at night at project sites disturb the villages in respect of both human and animal population. Consequent sleeping disorders and stress may affect the health in the villages located close to mining operations. Habitations have a right for darkness and minimal noise levels at night. The Project Proponents (PPs) must ensure that the

biological clock of the villagers is not disturbed by orienting the floodlights/masks away from the villages and keeping the noise levels well within the prescribed limits for day/night hours.

d) The Project Authority shall make necessary alternative arrangements, where required, in consultation with the State Government to provide alternate arrangements for livestock grazing. In this context, Project Authority should implement the directions areas for the Hon'ble Supreme Court with regard to acquiring grazing land. The sparse trees on such grazing ground, which provide mid-day shelter from the scorching sun should be scrupulously guarded against felling, lest the cattle abandon the grazing ground or return home by noon.

e) Where ever blasting is undertaken as part of mining activity, the Project Authority shall carry out vibration studies well before approaching any such habitats or other buildings to evaluate the zone of influence and impact of blasting on the neighbourhood. Within 500 meters of such sites vulnerable to blasting vibrations, avoidance of use of explosives and adoption of alternative means of mineral extraction, such as ripper/dozer combination/rock breakers/surface miners etc. should be seriously considered and practiced

wherever practicable. A provision for monitoring of each blast should be made so that the impact of blasting on nearby habitation and dwelling units could be ascertained. The covenant of lease deed under Rule 31 of MCR 1960 provides that no mining operations shall be carried out within 50 meters of public works such as public roads and buildings or inhabited sites except with the prior permission from the Competent Authority.

f) Main haulage road in the mine should be provided with permanent water sprinklers and other roads should be regularly wetted with water tankers fitted with sprinklers. Crusher and material transfer points should invariably be provided with Bag filters and or dry fogging system. Belt- conveyors should be fully covered to avoid air borne dust.

g) The Project Authority shall ensure that the productivity of agricultural crops is not affected due to mining operations. Crop Liability Insurance Policy has to be taken by the PP as a precaution to compensate for any crop loss. The impact zone shall be 5km from the boundary of mine lease area for such insurance policy. In case, several mines are located in a cluster, the Associations of owners of the cluster mines, formed inter-alia, to sub-serve such an

objective, shall take responsibility for securing such Crop Liability Policy.

h) In case any village is located within the mining leasehold which is not likely to be affected due to mining activities during the life of mine, the Expert Appraisal Committee (EAC) should consider the proposal of Environmental Clearance (EC) for reduced mining area. The Mining lease may be executed for the area for which EC is accorded. The mining plan may also be accordingly revised and required stipulations under the MMDR Act, 1957 and MCR, 1960 met.

i) Transportation of the minerals by road passing through the village shall not be allowed. A 'bypass' road should be constructed (say, leaving a gap of at least 200 meters) for the purpose of transportation of the minerals so that the impact of sound, dust and accidents could be mitigated. The PP shall bear the cost towards the widening and strengthening of existing public road network in case the same is proposed to be used for the Project. No road movement should be allowed on existing village road network without appropriately increasing the carrying capacity of such roads.

j) Likewise, alteration or re-routing of foot paths, pagdandies, cart roads, and village infrastructure/public utilities or

roads (for purposes of land acquisition for mining) shall be avoided to the extent possible and in case such acquisition is inevitable, alternative arrangements shall be made first and then only the area acquired. In these types of cases, Inspection Reports by site visit by experts may be insisted upon which should be done through reputed Institutes.

k) As CSR activities by Companies including the Mining Establishments has become mandatory up to 2% of their financial turn-over, Socio Economic Development of the neighborhood Habitats could also be planned and executed by the PPs more systematically based on the 'Need based door to door survey' by established Social Institutes/Workers on the lines as required under TOR. "R&R Plan/compensation details for the Project Affected People (PAP) should be furnished. While preparing the R&R Plan, the relevant State/National Rehabilitation & Resettlement Policy should be kept in view. In respect of SCs/STs and other weaker sections of the society in the study area, a need based sample survey, family-wise, should be undertaken to assess their requirements, and action programmes prepared and submitted accordingly, integrating the sectoral programmes of line departments of the State Government. It may be clearly brought out whether the

village located in the mine lease area will be shifted or not. The issues relating to shifting of Village including their R&R and socio-economic aspects should be discussed in the EIA report."

3. The matter was examined in the Ministry and accordingly, it has been decided that the above mentioned conditions at para-2 (a-k) may be included as a condition of Environmental Clearance letter to mitigate the adverse impact of mining operations in the case of such habitations/villages.

4. This issues with the approval of Competent Authority." (emphasis supplied)

39. It is therefore not as if transportation of the ore through village roads is completely prohibited as fairly submitted by the learned Counsel for the petitioner. Moreover, the aforesaid SOPs/measures are put in place to mitigate the adverse impact of mining operations in the case of such habitations/villages. Learned Counsel for the petitioners fairly submitted that the spirit of the OM dated 29.10.2014 is imbibed in the SOPs issued by the authorities from time to time. The safeguards imposed by way of SOPs, instructions, Rules and Regulations before and after filing of the PIL accords with the spirit of the OM dated 29.10.2014. These measures be strictly implemented.

40. Learned Counsel for the petitioners made a fervent plea that the number of trips per hour be reduced and that there should be real time monitoring about the impact of pollution caused as a result of such transport. Learned counsel submitted that so far as transport is concerned, as a result of this Court's intervention, the SOP was evolved jointly by the DMG and the GSPCB. Learned Counsel submitted that the timing of ore transportation should be from 9.00 a.m. instead of 8.00 a.m. to 1.00 p.m. as per the SOP condition no.7. It is submitted that time period of 8.00 a.m. to 9.00 a.m. is the peak time for people travelling, large number of children going to school, etc. It is submitted that heavy truck movement is dangerous for human safety and it would seriously impede and inconvenience the day to day travel of a large number of people during this period from 8.00 a.m. to 9.00 a.m. It is then submitted that the total number of trips be restricted to the minimum or less than 20 trucks per hour and not the upper cap of 40 trucks per hour. It is submitted that no technical study has been carried out for the capacity of village roads and the figure proposed in the SOP is an adhoc figure not backed by data. The constant movement of the trucks would be hazardous for the locals. It is requested that the total number of trips ought not to be higher than 20 (load) trips per hour.

41. So far as monitoring of ore transportation operation by GSPCB and DMG is concerned, learned Counsel for the petitioners submitted that the monitoring of ore transportation is proposed to be done under the new regime i.e. installation of monitoring stations along the ore transportation route, readings of air quality taken twice a week and averaged out for 24 hours and results obtained after six days. She submits that the use of 24-hour ambient air quality monitoring data for truck transport of ore is wholly inappropriate since the truck transport does not happen over a 24-hour period as is the case with an industrial unit working three shifts. Thus, while the actual transportation period in which air pollution levels are higher are approximately 8 hours only, these air pollution readings are merged into the readings captured over the period of 24 hours, which results in the air pollution levels being averaged out and almost always being within permissible limits on account of no major activity taking place in the balance 16 hours (i.e. of non transportation). According to learned Counsel, the average pollution level readings are thus deemed to be within the norms (Ambient Air Quality for Residential Areas). Learned Counsel for the petitioners suggested that, (a) the monitoring of air pollution needs to be done daily and exclusively within the ore transportation timings and (b) monitoring should be in the nature of real time, online monitoring, with the equipment linked with the PCB servers and Panchayat. Learned Counsel submitted that at present the

monitoring system neither indicates the true picture of dust pollution levels during ore transportation nor does it enable the Board to respond quickly by reducing the transport or shutting it down temporarily and more focused method is required to achieve proof of air pollution and most importantly, enable the Board to conduct what is actually “point source” monitoring. It is further submitted that while the movement and timing of trucks is already subject to real time monitoring online by the DMG, the measurement of pollution levels (in terms of PM10 and PM2.5) is available only six days after the actual events, due to outdated technology. Learned Counsel submitted that with the outdated system, the chance of policy intervention and quick action being taken against excessive pollution is ruled out.

42. Learned Counsel for the petitioners urged that the need of the hour is to ensure the updation of pollution monitoring technology to keep up with scientific advancements. According to her, Real Time monitoring of air pollution levels will enable the Pollution Control Board to swiftly take action in the event air pollution levels are breached on a particular day. **The petitioner wants this Court to recommend to the Board to invest in and use low-cost air quality monitoring for dust pollution in village settlements and crowded roads in the forthcoming season itself, commencing September 2024.** It is

submitted that the costs may be recovered from the transporter. It is submitted that the transportation of 'e-auction ore, which is actually never ending process will always be an ongoing phenomenon. Learned Counsel urged that the Board must take a proactive approach while entering a new phase of mining. It is submitted that trials of the new, low-cost electronic sensor-based air quality technologies (also used by Govt. Pollution Control Boards in Rajasthan, Maharashtra and - Karnataka) should be started during the monsoon itself, so that the difference between pure air and polluted air will be obvious, if pollution is generated by this activity. The low-cost systems suggested (or any other sensible equivalent) would enable the person at the monitoring station /P.C.B. officer to immediately shut down the activity or warn the transporter (and connected leaseholder), if the PM standards (100 for PM10 and 60 for PM 2.5) are breached. This according to the learned Counsel would be similar to the real time action that the D.M.G. states it will take if the number of trucks deployed is in violation of the number permitted, or if stipulated speed levels are exceeded. The petitioners have provided details about some of the low cost air quality monitoring device which has been deployed in various cities. Learned Counsel suggested that 'ATMOS' real time Air Quality Monitoring Device, developed by the research team at IIT Kanpur is useful. The features of this device are :

- It enables real time monitoring of PM 1, PM 2.5 and PM 10 levels.
- The average cost per unit is Rs,30,000/-
- It has an inbuilt GPRS module and does not require additional WIFI/network setups.
- Monitoring data is transmitted real time and is accessible on an online dashboard.
- On a full charge, the device can monitor air levels for a period of 8 hours.

43. Pursuant to the orders passed by this Court, we find that the DMG and the GSPCB have suggested measures and put SOPs in place which are mitigating measures. We have no manner of doubt that the GSPCB and DMG will adopt a proactive approach in embracing modern technology which will go a long way in striking a just balance between two competing interests as the time tested principle of striking this balance is primary invocation of mitigating measures amidst such activity. We have no manner of doubt that the suggestions made by the learned Counsel for the petitioners which we find worth considering will be given due weightage. The GSPCB as an expert body should make best possible endeavor to ensure that harmony is upheld and hurdles for the citizens are minimised by resorting to active mitigating measures. The suggestions of the learned Counsel for the petitioners be given serious consideration by

the authorities. It is the primary duty of the expert agencies to ensure a right balance and we expect that a proactive approach be adopted in the best interest of the villagers.

44. The DMG and GSPCB to ensure that the measures aforesaid are strictly monitored and implemented in its true letter and spirit. Any violation be dealt with firmly.

45. We thus find from the materials that the expert bodies like GSPCB and the DMG have issued the SOPs and imposed necessary safeguards in the transportation of the 'e-auction ore'. It is not possible for us to substitute our opinion for that of the expert body like the GSPCB and DMG. The recommendations and decision of the DMG and GSPCB cannot be undermined in a light manner and due deference must be accorded to expert agencies when the decisions do not attract the taint of legal unjustness/infirmary. We, however, feel the need to record that the mitigating measures must be strictly observed by the project proponent/transport operators in letter and spirit during the transportation of the ore. They shall ensure regular monitoring. Any infraction be dealt with seriously. The suggestions made by the petitioners be given due weightage by the GSPCB and DMG. The GSPCB and the DMG should make every possible endeavour to strike a just balance in the conflict of competing interests by resorting to modern techniques amidst the transportation activity.

46. We find it necessary to direct that a proper study be carried out by preparing a report specific to each route permitted by DMG and GSPCB for transportation of ore through the villages on the basis of carrying capacity of each road. The DMG and GSPCB undoubtedly will have to consider the length of the route, number of houses/hamlets, situated on the route with the study of the population enroute, the details of schools or other such activities that may exist along the route apart from other factors while taking a decision on granting transport permission based on the carrying capacity set down for each route. This will accord with the spirit of the OM issued by the Ministry of Environment. The DMG and GSPCB shall, as far as possible, monitor the trucks on each route on Real Time basis, install CCTV cameras connected to DVR devices at Panchayat Ghars and/or public schools and/or the office of the GSPCB and DMG to enable the DMG/GSPCB and/or Panchayat officials or other designated officials to monitor and observe the movement of trucks carrying such ore along the route.

47. The DMG and GSPCB shall as far as possible install pollution monitoring devices of the nature that may upload information/data to the server of the DMG and GSPCB in Real Time to enable the Departments to monitor the air quality along the designated routes in Real Time and to arrest the movement of trucks, if required to bring air pollution to within permissible norms.

48. We reserve the liberty of the petitioners/any of the affected person or in public interest to approach this Court in case of difficulty in the implementation of the aforesaid measures, breach of any conditions or for any other genuine cause concerning the transport activity at any stage when necessary.

49. The PIL Writ Petition is disposed of in the above terms. No order as to costs.

VALMIKI MENEZES, J.

M. S. KARNIK, J.



PURCHASE ORDER

PO Number : 4620079110
 SUPPLY AND COMMISSIONING OF PERMANENT SPRINKLING SYSTEM
 PO Date : 10.10.2025
 Vendor Code : 725114
 Vendor Name : JINHARSH INDUSTRIAL SOLUTIONS PRIVATE LIMITED
 Vendor Address : 34 NAGDEVI STREET 2ND FLOOR
 MUMBAI - Maharashtra,400003 India.

PO Currency : Indian Rupee
 PO Validity : 10.10.2025 To 30.05.2026
 Billing Address : DABDABO BICHOLIM Goa 403504 India

DELIVERY DATE: SEE BELOW
 WE RESERVE THE RIGHT TO
 REJECT THE MATERIAL SUPPLIED
 15 DAYS IN ADVANCE OF
 DELIVERY DATE SPECIFIED IN
 THIS PURCHASE ORDER

I) PO CONFIRMATION/ACKNOWLEDGEMENT:

You shall receive an email confirmation after release of each Purchase Order from our end. Email will provide you a link, from which you can log into SRM portal and view and/or download the PO. For downloading or saving the PO, please click on "PRINT" option. Immediately after receipt of PO, you have to provide "CONFIRMATION" to all items. Alternately, you may directly log into your account in SRM portal through our official website <https://sesagoaironore.com/procurement/vendor-e-portal/> and provide "CONFIRMATIONS". In case no confirmation is received from you within 2 days of receipt of PO, then PO shall be deemed accepted to you. However, without giving "CONFIRMATION", ASN as follows, cannot be created, and it has to be done without exception.

Confirmations, acknowledgement and ASN shall not be applicable for Service line items of the PO

II) PRE-DELIVERY CONDITION:

1) At the time of dispatch of material. You have to log into SRM system, open "Create ASN" tab and enter dispatch details, like DC No., DC date, Vehicle No., Quantity, LR No. & LR Date against each proposed delivery item, and saved, when system will generate a unique no. This is called as Advance Shipping Notice (ASN), and same has to be imprinted on every Invoice.

ASN shall not be applicable for Service POs

PURCHASE ORDER CONTINUATION

PO NO : 4620079110

Page : 2 of 110

2) In our endeavor to support and save environment, we have gone paperless w. e. f. 15.09.2016, for which we have introduced Vendor Invoice Management system (VIM). For this you have to scan and post the Invoice from now onwards on the designated e-mail Id, Invoice.sesa@vedanta.co.in; clearly indicating PO No. and ASN no as above; without which payment processing shall not take place, or may get delayed.

3) Following guidelines to be strictly followed for posting of Invoices in VIM:

a) All Invoices should be uploaded in PDF format only; any other format is not recognized by the system and shall automatically become null and void. Please note.

b) Strictly One Invoice per PO to be posted and no two or more PO nos. to be combined under the same Invoice.

c) Strictly One Invoice to be attached and posted per e-mail, and not more than one, else such multiple Invoice mail/s will become null and void automatically.

d) Create a new field in your Invoicing system for entering "ASN NO" by printing, and which please do not write manually.

e) Hand written Invoices shall not be acceptable, hereinafter, and all such Invoice mail/s will become null and void automatically.

f) Use very simple Font like "Times Roman", or "Arial" for printing the Invoices.

g) On the Invoice, in one column/box please update only one field, and do not mix with any other field, e.g. PO and PO date should be updated in separate fields. Similarly update Invoice No.; Invoice date; DC No. ASN no etc. and all in independent fields.

h) All Invoices will have to be digitally signed, w.e.f. 03.10.2016 and for which you will have to get your digital signature done urgently. Invoices without digital signature may not be acceptable from 03.10.2016.

i) Requested not to send any other document/s, other than Invoice and relevant docs like copy of LR, DC etc. on this id Invoice.sesa@vedanta.co.in, else system may block sender's ID.

4) Copy of Delivery challan / Invoice, warranty/guarantee certificate may please be sent with the consignment only, but strictly do not send any documents to purchase / commercial dept, except Bank Guarantees.

5) Vendors shall prepare the DFT with Delivery Plant address and not on Head Office address and strictly dispatch / submit the excise invoices (DFT) along with material, so that we can avail CENVAT benefit without any problems. Once digital signatures are in place, no hard copy may be required, to be submitted.

6) In case if the above details are not provided on the portal, system shall throw errors for want of the same and unloading may be delayed, and payment processing may not be possible. Also ASN is required for evaluating vendor's performance, and non-compliance shall lead to negative score & thus you stand to lose points in the vendor rating. In case of repetitive default in filling ASN, or complying with any

PURCHASE ORDER CONTINUATION

PO NO : 4620079110

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other details, as above; we reserve the right to reject the material.

III) You shall also receive regular mails confirming acceptance of material in stores and Invoice posting, from which you can view the details appropriately.

Requested to follow the above procedures and co-operate for proper functioning of SRM and VIM systems and for smooth processing of Bills, from now onwards.

Please supply the under mentioned materials / services subject to the prices, terms and conditions mentioned below, "General Terms and Conditions" and "Applicable Standard terms and conditions":

PURCHASE ORDER CONTINUATION

PO NO : 4620079110

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Sr. Item code	Plant UOM	Req. Qty	Rate	Value			
No.Specification							
1		1		42,00,000.00			
SUPPLY AND COMMISSIONING OF PERMANENT SPRINKLING SYSTEM AU							
1	M	2100.000	2000.00	42,00,000.00			
SUPPLY & LAYING OF INDUSRTIAL GRADE HDPE PIPELINE WITH NOZZEL EXTENDORS, ALL REQUIRED FITTINGS AND ACCESSORIES ALONG THE SPECIFIED ROUTE INCLUDING INSTALLTION OF CONCRETE FOOTING AND MOUNTING AT APPROPRIATE DISTANCES ALONG THE ROUTE FOR SUPPOTING THE PIPELINE.							
PUMP 25HP 1NOS. WITH FLOAT WITH FLEXIBLE PIPEING, PRESSURE RELIEF VALVE, FLOW METER AND FILTERS CONNECTING PIPELINE TO SPRINKLER LINE							
CONTROL PANEL WITH CABIN AND SAFETY SYSTEM. MOUNTING STAND AND SHED							
SPARE NOZZLE AND FITTINGS							
			IN : Central GST(9.00%)	3,78,000.00			
HSN/SAC Code :998399			IN : State GST(9.00%)	3,78,000.00			
Line no	A/c code	Buss. Area	Cost center	Internal Order	WBS Element	Network no	Asset id
01	215009	IO20	BL42120				
GSTIN :30AACCS7101B1Z9							
				Total PO Value	49,56,000.00		

PURCHASE ORDER CONTINUATION

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Price basis : ATS - At Site
At the site

Insurance :

Shipping Instruction :

Payment mode : Demand Draft

Payment terms : 30 Days Credit
30 days credit

1) In our endeavor to support and save environment, we have now gone paperless; for which we have introduced Vendor Invoice Management system (VIM). For this you have to scan and post the Invoice from now onwards on the designated e-mail Id, Invoice.sesa@vedanta.co.in; clearly indicating PO No. and ASN no as above; without which payment processing shall not take place, or may get delayed.

2) All Invoices have to be printed and in PDF format only, no other file format or handwritten Invoices shall be acceptable, also maintain the same format for the invoice.

3) Every Invoice has to be digitally signed in the PDF format; on each page. Invoices digitally signed in MS word or Excel and then converted into PDF shall not be acceptable.

4) Invoice has to have PO no and ASN No (In case of material supply only), clearly printed on each page.

5) PO no / ASN no has to be mandatorily printed without any prefix or suffix, but only 10 digits - PO no is to be indicated. In case there is no PO / ASN number, the invoice may be rejected by the system.

6) Invoices have to be prepared separately for each of our location, based on place of delivery mentioned in the PO, although PO is issued with items from various locations. (It would be our endeavour to mention the details of Invoice preparation in the PO header text, wherever multiple Invoices are to be submitted)

PURCHASE ORDER CONTINUATION

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- 7) While mailing the Invoices, Invoice (may be with multiple pages like page no 1 of X, page no 2 of X etc.), but invoice should always be the first page/s in the PDF file, followed by copy of LR, DC, Test certificate, Warranty / Guarantee certificate, Bank Guarantee and any other relevant doc.
- 8) One email should have only 1 pdf file attachment and only One Invoice No. (may be in multiple pages) to be attached and posted per e-mail,
- 9) One PO can have multiple Invoices/mail, but multiple POS cannot have one Invoice / mail.
- 10) In case of service PO, please mention the name of the contact person who has availed the services, and the location where service/s is/are provided.
- 11) Requested not to send any other document/s, other than Invoice and relevant docs like copy of LR, DC etc. on this id Invoice.sesa@vedanta.co.in, else system may block sender's ID.
- 12) Pl ensure that DFT / Del Challan / Copy of Invoice accompanies all supplies of goods, without which the same cannot be inwards at our Stores, thereby delaying the payment processing, for which we shall not be responsible.
- 13) Copy of DFT, Delivery challan / Invoice, warranty/guarantee certificate may please be sent with the consignment only, but strictly do not send any documents to purchase / commercial dept, except Bank Guarantees.
- 14) Vendors shall prepare the DFT with Delivery Plant address and not on Head Office

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address and strictly dispatch / submit the excise invoices (DFT) along with material, so that we can avail CENVAT benefit without any problems. Once digital signatures are in place, no hard copy of DFT may be required, to be submitted.

15) All hard copies of the Invoices are to be strictly sent to the following address:

Payment Helpdesk
 Shared Services
 Vedanta Limited, Pig Iron Plant,
 Amona - Goa; INDIA 403 107
 Contact No. 0832 2385 325

16) Please submit an original cancelled cheque or a letter from your banker, confirming all Bank details, duly signed and stamped by the Bank. This is required for updating vendor's bank details in our records and is an one time activity. Please note that photo/ scanned copy of the cheque/ Mail from Bank / Scanned copy of Bank letter etc. shall not be acceptable and payment processing shall be held for want of the same, if we do not receive original documents.

Those vendors, who have not yet provided original copy of cancelled cheque or relevant letter from the bank, need to send the same immediately, addressed to "Payment Helpdesk", as above.

17) Vendor shall provide the following details on each of the Invoices, for affecting RTGS payments:

- a. IFSC code (bank key) -----
- b. Bank a/c no-----
- c. Name of the bank-----
- d. Bank address-----
- e. E-mail Id-----

Please note that, in case of all RTGS payments, "Auto payment details shall be transmitted to the vendor by email, and no covering letter shall be sent in future.

18) For other details regarding VIM and SRM, please refer Page # 1 and 2 of the PO

DELIVERY SCHEDULE

Item Code	Sch. No.	Schedule Qty.	Schedule Date
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Item Code	Sch. No.	Schedule Qty.	Schedule Date
	1	1,000	31.05.2026

Special Instructions:

This BPO is towards Project of Permanent Sprinkler system at Bicholim Mine, Work Execution schedule shall be as per site clearance by HSE team as agreed on a day to day basis

APPENDIX I : GENERAL TERMS AND CONDITIONS OF PURCHASE

A) GENERAL TERMS

1. This order shall constitute the contract between the Buyer and Seller.
2. Bills should be submitted directly to our Finance Office and one copy should be submitted to our Purchase Dept. In case of payments through bank, agreed to as a special case one copy of invoice should be sent in advance directly to Finance to facilitate clearing of documents. Failure to submit bills on the basis specified on the face of this order will cause delay in payment, but such delay in payment shall in no way affect the Buyer's right to any cash discount to be allowed on the price of goods supplied against this order.
3. Except where otherwise stated on the face of this order, payment will be made by the Buyer against invoice after 30 days of receipt of materials/bills whichever is later.
4. Unless it is otherwise specifically stated in the order all packages are free and non-returnable.
5. It is a condition of the contract (in addition to all conditions and warranties implied by law) that the said goods and/or works shall conform to the description and specification herein provided, shall be of goods quality and workmanship merchantable, adaptable for the purpose for which they are intended and free from any defects and that their sale or use does not infringe any Indian patent, registered design, trade mark or trade name.
6. Acceptance of any of the goods and/or works shall not discharge the Seller from liability for damages or other legal remedy for any breach of any

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condition or warranty contained herein or implied by law and if after acceptance the goods and/or works or any of them, suffer from any discrepancies or defects therein either in material, workmanship or otherwise become known to the Buyer and such defects amount to a breach of any condition or warranty hereunder or implied by law, the Buyer shall within four weeks after delivery notify the Seller of such defect, and shall (in addition to any other rights or remedies that the Buyer may possess) be entitled to reject the defective goods and/or works.

7. Rights and obligations under this order are not be assigned by the Seller without the consent of the Buyer, however, the Buyer shall be entitled to assign to any of its Associated Companies such rights and obligations at its option.
8. After notifications of rejection have been dispatched, the goods and/or works not accepted will be and remain the Buyer's premises or other premises under the Buyer's control on the account and sole risk of the Seller and if the Seller does not furnish disposal instructions within a reasonable time not exceeding four weeks from the date of posting of such notice of rejection, the Buyer may if it thinks fit either return the goods and/or works to the Seller or sell the said goods and or works either publicly or privately, at such price or prices as may be obtained for the same at the sole risk of the Seller, holding the Seller liable to refund the price in the case of the goods and/or works already paid, for all expenses in the case of credit transactions. The cost of freight and all other charges incurred or paid by the Buyer in respect of rejected goods/or works will be payable by the Seller to the Buyer on demand.
9. (a) The Buyer reserves the right to cancel this order or any part thereof.

(b) The Buyer shall be entitled to rescind the contract, wholly or in part, if delivery of the goods and/or works is not made in accordance with the terms of the contract, without taking any formal steps such as the sending of a formal demand notice, or otherwise. Time limit for despatch shall run from the date of acceptance of the order.

(c) The Seller shall be under no liability for failure to deliver and the Buyer from failure to accept deliveries of the goods and/or works hereunder or any part thereof when such failure is due to Act of God, State's enemies, fire, earthquake, floods, strikes, lockouts, transportation, embargoes or any other causes whatsoever beyond the control of Seller or the Buyer as the case may be.

(d) The Buyer assumes no obligation in relation to any goods and/or works delivered in excess of those specifically ordered.

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10. The Buyer will not be liable in respect of any orders not given or confirmed on its official printed forms, duly signed by an Authorised Representative of the Buyer.

11. All sums payable by the Buyer to the Seller or by the Seller to the Buyer under the contract shall be due and payable at the Buyer's office in Panjim. The parties hereby agree that any suit to enforce the rights of either party under this purchase order shall only be instituted in and tried by the courts of ordinary civil jurisdiction in the city of Panjim and the Seller expressly agrees to submit to the jurisdiction of such courts.

12. It shall be the Seller's responsibility to deliver the goods and/or works through competent persons with all such equipments that may be required for safe delivery and the Seller shall also take all precautions to ensure that no injury or damage is caused to any person, whether employed by him or not, or to any plant, machinery or property of the Buyer.

13. The Seller shall indemnify the Buyer from all claims for injury that may be caused to any person by an act of the Seller or his agents or servants, whether employed by him or not, while in or upon the Buyer's premises and In respect of any other damages that may be caused to any plant, machinery or property of the Buyer in the course of delivery of the goods and/or work.

The price(s) mentioned on the purchase order are firm. If there is an imposition or levy by any State or Central Government or any local authority or an increase in the rate of tax or duty payable, after the contract is accepted then the tax or duty or the increased tax or duty shall be borne by the Seller.

B. ORDER ACCEPTANCE : In accepting this Purchase Order, Seller agrees to furnish the goods specified in full accordance with all conditions set forth herein and/or attachments hereto. This formal Purchase Order constitutes the entire agreement and only written changes by way of an amendment will be legally binding. Within two days of receipt of this Purchase Order, Seller shall return a copy of this Purchase Order duly signed by an Authorized Signatory, dated and stamped on all pages, as an unconditional acceptance to all prices, terms and conditions. Any supply made by the Seller under this Purchase order without a formal order acceptance from the Seller will automatically constitute a legally binding Order Acceptance to all prices, Terms and conditions set forth herein.

C. PRICE FALL CLAUSE :

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1. The prices charged for the goods/services supplied under this Order by the seller shall in no event exceed the lowest price at which the Seller sells or offers to sell the goods/services of identical description to any other organization, from the date of his offer till supply to Sesa Group of Companies.

2. If at any time, during the said period, the Seller reduces the sale price of such goods, or sells or offer to sell such goods to any other organization at a price lower than the price chargeable under this Order, the Seller shall forthwith notify such reduction to Sesa Group of Companies and the price payable under this Order, for the goods supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced.

3. The Seller shall also furnish the following certificate to the Buyer along with his Final bill:-

#We certify that the goods/services of description identical to the goods/services supplied to Sesa Group of Companies under Order No. _____ dt. _____, have not been quoted & or accepted by us for supply to any other person /organisation against our offers submitted during the period _____ till _____, (Date of offer submitted by us to Sesa Group of Companies. till date of supply of goods/services) at a price lower than the price charged to Sesa Group of Companies.#

Failure in submission of aforesaid certificate by the Seller may result in withholding of the payment of their bills against supply.

D. RISK PURCHASE CLAUSE :

In the event of non-supply of material/equipment/service as per the delivery schedule indicated in the Purchase Order, we reserve the right to procure the material that are not supplied by you from an alternate source at your cost and risk

E. GRIEVANCE REDRESSAL PROCESS

Sesa Goa Iron Ore Division realizes that quick and effective handling of complaints as well as prompt corrective & preventive actions to improve processes is essential to provide equitable & excellent service to all segments of Vendors (Material & Services) & Customers (Scrap & NPA). To achieve this, Sesa Goa Iron Ore shall strive to maintain following process for responding and final resolution to the customer complaints received.

Sesa Goa Iron Ore Division shall ensure that all the complaints received are recorded and resolved, but shall also ensure effective monitoring / escalation mechanism to the senior functionary responsible so as to make sure that none of the complaints remain unresolved.

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Should you have a Complaint or a Grievance about our process, please contact our Commercial Manager for respective segments (Material & Services).

If your complaint / dispute is not redressed within a period of one month, you can write to the Grievance Redressal Cell either through an e-mail (grievance.sesacommercial@vedanta.co.in) or through a letter to:

Head Commercial

Vedanta Limited - Sesa Goa Iron ore Division

Metcoke Plant, Amona, Bicholim Taluka (Goa) - 403 107, India

The Commercial Department shall be responsible for providing adequate resolution to all escalated complaints received at their end.

Complaints shall be resolved in a proper and time bound manner with detailed advice to the vendor / customer. In case the resolution needs time, an interim response, acknowledging the complaint shall be issued. F. ANTI-

BRIBERY POLICY

1. The vendor or contractor shall comply with the Anti-Bribery and Corruption (AB&C) requirements as applicable to them.

2. The Company (Vedanta Limited) shall have a right to initiate "audit proceedings" against the vendor or contractor to verify compliance with Anti-Bribery and Corruption (AB&C) requirements. Such audit may be carried out by the Company or by a reputed agency to be appointed by the Company at the sole discretion of the Company. The vendor or contractor shall extend full cooperation for smooth completion of the audit mentioned herein.

3. Notwithstanding anything in this contract, the Company shall have right to terminate the contract forthwith in case, it is found that the vendor has failed to comply with AB&C requirements as envisaged in the vendor code. G. WHISTLE BLOWER

POLICY

POLICY

There is an opportunity to submit/report 'Complaints' pertaining to the following areas such as:

We strive to: a) Fraud (an act of willful misrepresentation which would affect the interests

of the concerned) against investors, securities fraud, mail, wire fraud, bank fraud, or fraudulent statements to the Securities and Exchange Board of India (the

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"SEBI"), the U.S. Securities and Exchange Commission (the "SEC"), the relevant stock exchanges, any other relevant authority or members of the investing public.

b) Violations of any rules and regulations applicable to the Company and related to accounting and auditing matters.

c) Intentional error or fraud in the preparation, review or audit or any financial statement of the Company.

d) Any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy.

e) Any other event which would affect the interests of the business investing public.

The Company will protect the confidentiality and anonymity of the complainant to the fullest extent possible with an objective to conduct an adequate review. External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

Post review, if the complaint is found to have been made with malafide intention, stringent action will be taken against the complainant. We encourage reporting genuine 'Complaints' and those submitted in true faith.

All the 'Complaints' under this policy should be reported to the Group Head - Management Assurance, who is independent of operating management and businesses.

The contact details are as follows: Group Head - Management Assurance,
Vedanta, 75 Nehru Road

Vile Parle (E), Mumbai 400 099

Tel No. +91- 22 - 66461000

Fax No. +91- 22 - 66461450

'Complaints' can also be sent to the designated E-Mail ID:

sgl.whistleblower@vedanta.co.in; the custodian of E-Mail ID will be Group Head - Management Assurance. H. CARBON AND ENERGY POLICY

1) adopt, implement and maintain best available technology, processes and practices for carbon and energy management and minimizing greenhouse gas emissions across all our activities/operations.

2) measure and improve our energy usage and carbon emissions from all our activities and operations, optimize energy consumptions through adoption of energy efficient, innovative techniques and minimize carbon emission. Report carbon emissions in conformance with the internationally recognized protocols.

3) emphasize energy efficiency as a factor in process, operations and facility design.

4) explore opportunities for adoption and implementation of renewable sources of energy.

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5) create awareness on energy conservation and minimization of greenhouse gas emission to employees and relevant stakeholders. I. SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct is applicable to all 'Suppliers' globally. 'Supplier' here refers to suppliers/ service providers/ vendors/ traders / agents/ consultants/ contractors/ joint venture partners/ third parties including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell, any kinds of goods or services to Vedanta Resources Plc or any of its subsidiaries, affiliates, divisions ("Vedanta").

This Code sets forth the basic requirements that we ask our Suppliers to respect and adhere to when conducting business with Vedanta. This Code embodies Vedanta's commitment to internationally recognized standards, including the Core Conventions of the International Labour Organization, United Nations' Universal Declaration of Human Rights as well as prevalent industry standards, and all other relevant and applicable statutory requirements concerning Environment Protection, Minimum Wages, Child Labour, Anti-Bribery, Anti-Corruption, Health and Safety, whichever requirements impose the highest standards of conduct.

" LABOUR & HUMAN RIGHTS

Adhering to all Labour Laws and Human Rights Laws, Suppliers shall:

- Comply with all applicable local, state and national laws regarding human rights.
- Comply with the Company's Human Rights Policy.
- Ensure that all their employees are hired on their own free will and guarantee that all their operations are free from forced, bonded, compulsory, indentured, prison labour or any other form of compulsory labour and child labour.
- Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.
- Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations.
- Comply with all slavery and human trafficking laws. Suppliers must ensure they have taken steps to ensure their business operations are free from slavery and human trafficking practices both internally and within their supply chains and other external business relationships.
- Ensure that employees are not be charged any fees or costs for recruitment, directly or indirectly;
- Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/ employees.

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HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY

- The Supplier shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.
- Supplier shall follow all Environmental, Health and Safety and other operational policies of the Company while executing any work or contract at the company site.
- Supplier shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.

BUSINESS INTEGRITY

Anti-Bribery: The Supplier shall not, directly or through intermediaries, take any recourse to any unethical behaviour (implicit or explicit), or offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private, including with any employee of Vedanta. More specifically:

- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage, offer or accept any kickbacks, and shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations including the Foreign Corrupt Practices Act of USA (FCPA), Bribery Act of United Kingdom and Prevention of Corruption Act of India.
- Shall not take any advantage of any family/ social/ political connections to obtain favorable treatment or for the advancement of business or obtaining any favours. Merit shall be the sole attribute of association with Vedanta.
- Shall not enter into a financial or any other relationship with a Vedanta employee that creates any actual or potential conflict of interest for Vedanta. The Supplier is expected to report to Vedanta any situation where an employee or professional under contract with Vedanta may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.
- Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favor.

Unfair Trade Practices: Supplier shall desist from any unfair or anti-competitive trade practices. REPORTING OF UNETHICAL PRACTICES AND GRIEVANCE ADDRESSAL MECHANISM

The Supplier shall ensure that an effective grievance procedure has been established to ensure that any worker/ employee, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind.

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Suppliers shall also forthwith report any unethical activity or discrimination if practiced by any Vedanta employee/other Suppliers as per Vedanta whistle-blower policy (uploaded on the company website).

INTELLECTUAL PROPERTY

The Supplier shall take appropriate steps to safeguard and not infringe any Vedanta confidential and proprietary information/intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with Vedanta. In case of sub-contracting, sharing of confidential information should be made with the consent of Vedanta. THIRD PARTY REPRESENTATION

The Suppliers shall not be authorized to represent Vedanta or to use Vedanta's brands without the written permission of Vedanta. Third parties and their employees who are authorized to represent Vedanta are expected to abide by the Vedanta's Code of Conduct & Business Ethics Policy in their interaction with, and on behalf of Vedanta including the confidentiality of information shared with them and to sign a non-disclosure agreement to support confidentiality of information.

PROHIBITION ON INSIDER TRADING

If the Supplier becomes aware of material, non-public information relating to Vedanta or its business, it may not buy or sell Vedanta securities or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Supplier becomes aware of material, non-public information about any other company, including Vedanta customers, suppliers, vendors or other business partners, that is obtained by virtue of the supplier's interaction with Vedanta, then the Supplier shall not buy or sell that company's securities or engage in any other action to take advantage of that information, including passing that information on to others. SUPPLIER'S COMPLIANCE COMMITMENT

Vedanta expects the Supplier to adhere to all applicable laws and regulations and in particular comply with this Code in letter and spirit. It is the Supplier's responsibility to read and understand the contents of this Code and Vedanta's Code of Conduct & Business Ethics Policy. As a condition of doing business with Vedanta, the Supplier must comply with this Code and agree to uphold such values during its business association with Vedanta.

The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this Code, and allow access to Vedanta to check compliance upon request with reasonable notice.

The Supplier shall notify Vedanta regarding any known or suspected improper behaviour by the Supplier relating to its dealings with Vedanta, or any known or suspected improper behaviour by Vedanta employees.

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Please contact the concerned Head commercial/ Company Secretary if you have any questions about this Code.

J. COMPLIANCE UNDER SA 8000

The contractor shall comply with SA8000 which covers the following areas of accountability: 1. Child labour: No workers under the age of 15; minimum lowered to

14 for countries operating under the ILO Convention 138 developing country exception; remediation of any child found to be working. 2. Forced labour: No forced labour, including prison or debt bondage labour; no lodging of deposits or identity papers by employers or outside recruiters. 3. Health and Safety: Provide a safe and healthy work environment; take steps to prevent injuries; regular health and safety worker training; system to detect threats to health and safety; access to bathrooms and potable water. 4. Freedom of Association and Right to Collective Bargaining:

Respect the right to form and join trade unions and bargain collectively; where law prohibits these freedoms, facilitate parallel means of association and bargaining. 5. Discrimination: No discrimination based on race, caste, origin, religion, disability, gender, sexual orientation, union or political affiliation, or age; no sexual harassment. 6. Discipline: No corporal punishment, mental or physical coercion or verbal abuse 7. Working hours: Comply with the applicable law but, in any event, no more than 48 hours per week with at least one day off for every seven day period; voluntary overtime paid at a premium rate and not to exceed 12 hours per week on a regular basis; overtime may be mandatory if part of a collective bargaining agreement. 8. Compensation: Wages paid for a standard work week must meet the legal and industry standards and be sufficient to meet the basic need of workers and their families; no disciplinary deductions. K. CONTRACT WORKMEN AND TRANSPORTERS PERSONNEL

Contract Workmen and Transporters shall not be allowed to carry mobile phones inside plant premises. Only supervisors are allowed to carry the mobile phones inside the plant and within designated areas only. In the event of failure to follow these guidelines, Vedanta shall levy penalty @ Rs. 500/- per instance and any repeated instances shall lead to further disciplinary action, including suspension of the contract.

L. COMPLIANCE WITH "Supplier's Code of conduct" and "Insider Trading

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Policy"

The supplier confirms that he has read VEDANTA LTD's Supplier Code of Conduct and Insider Trading Prohibition Policy, a copy of which is also available at <http://www.vedantalimited.com/investor-relations/corporategovernance.aspx?searchtext=PoliciesPractices> which includes (i) measures for prevention of corrupt practices, unfair means and illegal activities, including compliance of all anti-bribery, anti-corruption regulations under Foreign Corrupt Practices Act (FCPA), UK Bribery Act, 2010 (UKBA) amongst others; and (ii) adherence to the SEBI (Insider Trading Prohibition) Regulations, 2015 which includes ensuring that it and its employees and associates do not trade in the securities of Vedanta Limited based on any Unpublished Price Sensitive Information#. The Supplier confirms that he has read the relevant policies at the time of entering into this Purchase Order and will ensure he is updated on any changes in it and will abide by the terms thereof to the fullest extent at all times.

M) HUMAN RIGHTS ADHERENCE

Vedanta expects its business partners to adhere to the specific requirements of the Human Rights Policy of the Vedanta group and to apply these expectations in dealing with their respective supply chains.

The Business Partner warrants and represents that it will strive to abide by below mentioned requirements, at a minimum :

- To Uphold human rights aligned with national and international regulations as applicable including compliance with international labour law or the country of operation whichever is stringent, on working hours, payment of fair and reasonable remuneration, respect the right to form and join trade unions and bargain collectively and all legally mandated benefits.

- Under no circumstances use, or in any other way benefit, from forced labour (indentured servitude, bonded, prison or otherwise), or child labour.

- To be an equal opportunity employer and there shall be no discrimination in hiring or employment practices on the grounds of race, caste, colour, religion, gender, age, physical ability, sexual orientation, or union or political affiliation.

- Provide a safe and healthy working environment, including as applicable safe housing conditions, presenting no immediate hazards. As minimum, clean water, sanitation, essential safety equipment, emergency exits and medical care must be provided.

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-Comply with all applicable legal environment requirements including permits and registrations, implementation of sound measures to prevent pollution and minimise generation of solid waste, wastewater and air emissions must be adopted. Business partner will ensure the implementation of international certification of Environment, Health & Safety, and Social Responsibility in stipulated time frame and demonstration of continual improvement.

N) CORPORATE POLICY DIRECTIVE - POSSESSION CONTRABAND ITEMS

It is the policy of Vedanta to maintain a safe work environment for its employees. To this end, the possession of any illegal drug, drug paraphernalia, alcoholic beverage, explosive, weapon or any other similar item or substance which could cause or contribute to injury to Vedanta personnel or damage to its property ("contraband") is strictly prohibited at work locations or other business premises ("work areas") of Vedanta. This policy may be implemented by such reasonable means as may from time to time be determined appropriate, including searches of the person and personal effects of any person.

Compliance with this policy is a condition of employment of Vedanta and employees who decline to be searched or who are otherwise found in violation of this policy will be subject to immediate termination. Non-employees who decline to be searched or are otherwise found in violation of this policy or Vedanta's Substance Abuse

Policy will be excluded from Vedanta work areas. Below is a Notice outlining Vedanta's Substance Abuse Policy.

DRUGS, ALCOHOL, FIREARMS, SEARCHES

Vedanta is concerned about the effects of the use of illegal drugs and the abuse of alcohol on the health and safety of its employees. We recognize that alcoholism and the illegal use of drugs leads to increased accidents and medical claims, and can lead to the destruction of an employee's health, and adversely affect his or her personal life. Employees who abuse drugs and alcohol are a danger not only to themselves, but also to their fellow employees. In addition, the medical costs incurred by employees with drug or alcohol problems are much higher than those of other employees, and the decreased productivity of these individuals can adversely affect a company's ability to operate competitively. To help prevent substance abuse among our employees, Vedanta has a policy and practice of testing applicants, employees, and others that may regularly work in or on Vedanta premises. Applicants for employment will be required to undergo a drug-screening test as part of

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consideration for employment. Employees and others will be required, under certain circumstances, to cooperate with drug testing procedures and drug searches.

The unauthorized possession or use of illegal, drugs, narcotics, alcohol and firearms is not permitted on any Vedanta property or job site that is not Vedanta property, and the use of, possession of, and/or distribution of such items by any person on any Vedanta installations, property, or facilities poses a serious threat to the safety of our employees, other personnel and operations.

SEARCHES, INSPECTIONS, AND ANALYSES

We reserve the right, at all times, to have authorized personnel conduct reasonable searches or inspections on Vedanta property of personal effects, lockers, baggage, vehicles, and quarters of employees and other personnel for the purpose of determining if any such persons are in possession of any illegal or unauthorized items. These searches will be conducted in cases where the Vedanta receives reliable information indicating that reasonable cause exists to conduct a search.

Any Vedanta employee who refuses to submit to a search, urin alysis, blood test, or who is found in possession of any such illegal or unauthorized items without an explanation satisfactory to us will be subject to disciplinary action up to and including immediate discharge.

When appropriate, such items discovered through these Vedanta searches may be taken into custody and may be turned over to the proper law enforcement authorities. O) Compliance under Mines Act :

1. Prepare written Safe Operating Procedure (SOP) for the work including an assessment of risk and safe methods to deal with it/them.
2. Provide copy of SOP to the person designated by the mine owner to supervise the contractor's work.
3. Keep an up to date SOP and provide a copy of changes to a person designated by the mine owner.
4. Ensure that all work is carried out in accordance with the Statue and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
5. For work of a specify scope/nature, develop and provide to the mine owner a site specific Code of Practice (COP).
6. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring the compliance all safety laws by the sub or sub-sub-contractors.

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7. All persons deployed by the contractor for working in mine must undergo vocational training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of VT & IME.

8. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. If contractor is unable to provide, owner, agent and manager of the mine shall provide the same.

9. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October and January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

APPENDIX II : STANDARD TERMS & CONDITIONS FOR MASTER PROCUREMENT AGREEMENT

This PURCHASE ORDER / MASTER PURCHASING/ PROCUREMENT AGREEMENT (MPA) (hereinafter the "Agreement") made on Purchase Order (PO) Date

BY AND BETWEEN

Vedanta Limited (Formerly known as Sesa Sterlite Limited / Sesa Goa Limited) / Sesa Resources Limited / Sesa Mining Corporation Limited, #, a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at Sesa Ghor, 20 EDC Complex, Patto, Panjim - Goa - 403001, hereinafter referred to as (the "Company/Purchaser") which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, shall include its successors and assigns) of the ONE PART;

AND

Vendor (hereinafter referred to as "Supplier", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the OTHER PART.

The Company/Purchaser and the Supplier shall be individually referred to as the "Party" and collectively as the "Parties".

AND WHEREAS the Supplier has approached the Company and offered to provide such materials as specified in the Scope of Services of this Agreement detailed in ANNEXURE-I (hereinafter for the sake of brevity referred to as the "Material or Services (as relevant)") and has represented that it has the necessary expertise,

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infrastructure and experience to efficiently provide such Material or Services to the Company;

AND WHEREAS based on the said representation, the Company has agreed to seek the Material or Services from the Supplier on a non-exclusive basis as per the terms and conditions detailed herein

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

1. DEFINITIONS

In this Agreement, except where the context otherwise requires, capitalised words and expressions set out in the background section above shall have the meanings set out in that section and the following words and expressions shall have the following meanings:

1.1.1 "Affiliate" shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly;

1.1.2 "Agreement" means this Agreement entered into by and between the Parties hereto together with any and all Annexures, appendices, schedules, addendums and amendments hereto as well any Purchase Order(s) issued thereunder, signed by the authorized representative of the Parties shall be deemed to be read as an integral part of this Agreement.

1.1.3 "Claims" shall mean all claims, liabilities, costs, damages and expenses (including court costs and legal fees)

1.1.4 "Deleterious material" shall mean any element, compound present in the goods which is not part of standard Specification or a typical assay as per the purchase order or agreement and which is likely to cause or may in general probability cause harm or damage to the operations of the Purchaser and also restricts or affects performance of the goods as per the desired / industry / specified standards.

1.1.5 "Effective Date" shall be as specified in the Purchase Order

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1.1.6 "Fees" shall mean the prices and/or rates payable by the Company in respect of the Material or Services and/or as specified in Annexure-II and/or the relevant Purchase Order.

1.1.7 "Material" shall mean the goods, equipment, or products (or parts thereof) to be purchased or to be supplied in accordance with this Agreement and/or as specified in the Purchase Order.

1.1.8 "Governmental Authority" shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority, instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question.

1.1.9 "Personnel" shall mean any personnel provided by Supplier and utilized to perform the Services at the specified / agreed location.

1.1.10 "Purchase Order" shall mean (i) the written instruction by Purchaser issued to Supplier for the provision of Material or Services under this Agreement, which shall include the specific requirements with respect to the scope of work, applicable rates and charges and the location of the Site; and (ii) if applicable, the oral instruction under this Agreement which shall be reduced to writing as soon as practicably possible including the specific requirements described above.

1.1.11 "Purchasing Group" shall mean and include Purchaser and its Affiliates.

1.1.12 "Representative" in respect of the Purchaser and the Supplier to include the persons so identified on the Purchase Order as their representative or such other person(s) notified by the Purchaser or the Supplier in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the Supplier having commonality of interest with the Supplier.

1.1.13 "Services" means the tools, equipment, materials, supplies and Personnel to be provided by Supplier and the work to be carried out as specified in the Agreement and/or any Purchase Order. Provided however, that the same shall not include purchase / sale of Material.

1.1.14 "Site" shall mean the location where Purchaser wishes Supplier to supply the Material and/or provide the Services.

1.1.15 "Specification" includes but is not limited to assays whether typical or otherwise or the scope or technical parameters of the Material or Services attached to or referred to in this Agreement and/or any Purchase Order. Further Specification shall, in case of Material, always include being free from Deleterious material.

1.1.16 "Supplier Group" shall mean and include Supplier, its Affiliates and its and their sub-suppliers and suppliers of any tier and its and their respective Affiliates.

1.1.17 "Term" the term of this Agreement is defined in Clause 2 of this Agreement.

1.1.18 "Trade Usage" refers to generally accepted practice or norms in relation to expected standards, permissible deviation, internationally accepted scientific

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data, foreseeable consequences attributable to deviation beyond permissible deviation established over a period of time in course of commercial dealing between the parties to this Agreement or their associates.

1.1 INTERPRETATION

In this Agreement:

1.2.1 Headings are for convenience only and shall not govern or affect the interpretation of the Agreement;

1.2.2 Except where the context otherwise requires, references to one gender include all genders and the singular includes the plural and vice versa;

1.2.3 Except where the context otherwise requires, references to any enactment shall include references to such enactment as re-enacted, amended or extended and any subordinate legislation made under it;

1.2.4 References to persons include companies, corporations, partnerships, associations, and other organizations whether or not having a separate legal personality;

1.2.5 Except where otherwise indicated, reference to clauses, sub-clauses, recitals and annexures shall be to the clauses, sub-clauses, recitals and Annexures of this Agreement;

1.2.6 "including" means "including without limitation";

1.2.7 The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof shall not apply;

1.2.8 If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a business day as per Trade Usage, that act, matter or thing shall be done on the preceding business day.

2. SCOPE OF CONTRACT

2.1 The effective date of this Agreement shall be PO Date (hereinafter the "Effective Date") and this Agreement shall be valid for a period as specified in the Purchase Order ("Term").

2.2 The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term unless this Agreement is terminated earlier by the Company hereunder.

2.3 Nothing in this Agreement shall obligate the Purchaser or any of its Affiliates to order any Material or Services from the Supplier.

OPTION: From time to time, the Company may issue a Purchase Order to the Supplier specifying the Materials to be provided or Services to be performed by Supplier. Supplier's written acknowledgement (through letter, email or the like), shipment or performance under any Purchase Order, or any part thereof, will

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constitute acceptance by Supplier of all terms and conditions of the Purchase Order without any reservation.

3. DELIVERY/PERFORMANCE

3.1 Time shall be of the essence and any Services performed or Materials delivered shall be in strict accordance with any time or schedule as specified in the Purchase Order. Further, Services performed or Materials so delivered shall be in strict accordance with the quality parameters and Specifications, specified in this Agreement and/or the Purchase Order or the relevant Trade Usage where no such parameters and Specifications are so specified.

4. CARRIAGE AND DELIVERY INSTRUCTIONS RELATING TO MATERIAL

4.1 Unless otherwise specified herein, the International Chambers of Commerce official rules for the interpretation of trade terms (Incoterms) are incorporated into the Agreement by reference.

4.2 The delivery instructions shall be governed by and construed in accordance with the provisions of Incoterms 2010 published by the International Chamber of Commerce as may be amended from time to time.

4.3 Unless otherwise stipulated in this Agreement and/or Purchase Order, all Material supplied under the Purchase Order shall be delivered Carriage and Insurance Paid (CIP) to the delivery address specified in this Agreement and/or Purchase Order. Material shall be adequately packed, palletised and protected to withstand transit and short term storage. Packages shall be clearly and conspicuously marked with the Purchase Order number, and a packing note shall be enclosed within the package. Dangerous Goods shall, at all times, be accompanied by the relevant material safety data sheet(s) ("MSDS").

5. TRANSPORTATION RELATING TO SERVICES

In the event Services are provided, Supplier shall, unless otherwise stipulated in the Purchase Order, be responsible for all transportation of the Personnel, equipment and materials from and to Supplier's base, or other location, to and from any Site designated in the Purchase Order. Purchaser reserves the right to recover the costs of non-routine transportation due to default of Supplier.

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6. RISK AND PROPERTY

6.1 Unless otherwise stipulated in such Purchase Order, title to and risk of loss for the Goods shall remain with Supplier and shall only pass to Purchaser following full delivery and acknowledgement by possession of the Material to the delivery address by Purchaser or Purchaser duly authorized representative specified in the Purchase Order.

6.2 Whenever Purchaser is not the ultimate consumer of the Material, all rights, benefits and remedies conferred upon Purchaser by the provisions of this Agreement, including specifically the benefit of any warranties and transfer of title, shall accrue to and shall be for the express benefit of any third party customer and on whose behalf or for whose benefit the Purchaser has purchased the Material.

7. PERFORMANCE OF THE SERVICES

7.1 The Supplier shall diligently perform all Services with all due skill and care in a safe, competent and timely manner and in accordance with the requirements of this Agreement and/or relevant Purchase Order.

7.2 Except to the extent that it may be legally or physically impossible, the Supplier shall comply with all instructions from Purchaser or its designated personnel consistent with the provisions of this Agreement and /or the Purchase Order.

7.3 Purchaser shall have the option to select or decline any Personnel being used by the Supplier in connection with the supply of Materials or provision of Services, which shall not be unreasonably exercised, and the Supplier shall forthwith replace such Personnel at the Supplier's cost and shall:

(a) Only provide Personnel who shall be trained, skilled, experienced, qualified and of type and number for the Services that they will be required to perform;

(b) Ensure that all Personnel shall have been examined by a registered physician in accordance with current recommended medical standards and be certified as fully fit and suitable to work in the specified Site environment prior to commencing work. The cost thereof shall be to the account of the Supplier. Such certificates shall be made available to Purchaser;

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(c) Supplier shall not reassign any key Personnel during the course of performing the Services without first securing Purchaser's written consent. Purchaser in its sole discretion may direct Supplier in writing to remove and/or replace any such Personnel at Supplier's cost; and

(d) ensure that all Personnel are subject to and agree to be bound by Purchaser's policies regarding safety, security, and drug and alcohol testing, and in particular the Vedanta Corporate Policy Directive ("Possession of Contraband Items") attached hereto as EXHIBIT A and related policies at any time when such Personnel are present at the Site, provided said Corporate Policy Directive and/or its related policies are not in violation of applicable statutes, laws, rules or regulations.

7.4 Unless otherwise specified in the Purchase Order, the Supplier shall, at its own expense, sufficiently furnish all tools, equipment, machines, appliances, parts, material and supplies necessary for the efficient and continuous performance of its obligations. Throughout the Term the Supplier covenants that equipment supplied by it will be fully certified, will meet all relevant government standards, will have been tested and will be in full working order without any damage or defect.

7.5 The Supplier shall, at its own expense, furnish to its Personnel all personal protective equipment ("PPE") including, but not limited to, gloves, hard hats, safety glasses, steel toed boots and task specific safety gear (e.g., fall protection, respiratory protection, radios, tripods, etc.), etc., necessary for the performance of its obligations at the Site. All Supplier equipment to be used at heights shall be tethered, no-drop tools specifically engineered and manufactured for the purpose of working at heights. Supplier shall maintain all PPE and no-drop tools in first class condition, properly maintained, of best quality for their respective purpose, free from defects and in certification throughout the duration of the Purchase Order. Purchaser shall have the option to suspend work at no additional cost to

Purchaser and/or to remove any or all Personnel from the Site should such Personnel fail to comply with these requirements and Supplier shall forthwith replace such Personnel at Supplier's sole cost and expense.

7.6 Purchaser shall have no direction or control of such parties, except for monitoring the results to be obtained and in Purchaser's general right of inspection to require that the Material are being supplied or Services are being performed in accordance with this Agreement or any applicable Purchase Order.

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8. PAYMENT

8.1 Unless otherwise stated, payment will be made within forty-five (45) days of receipt of Supplier's fully compliant invoice, in the currency specified in ANNEXURE-II. Each invoice shall make specific reference to the Agreement and/or relevant Purchase Order number and shall be accompanied by all relevant supporting documents. Supplier must ensure that all invoices for Services performed or Material delivered are submitted to the Company within ninety (90) days of completion.

8.2 If Purchaser disputes all or any part of any invoice, it shall notify Supplier specifying the disputed parts thereof. Supplier shall withdraw the disputed invoice and submit an amended invoice for the undisputed amount and Purchaser shall pay this amount within forty-five (45) days of the date of receipt of the amended invoice. Purchaser and Supplier shall endeavour to settle the disputed amount as quickly as possible through good faith negotiations.

8.3 The Purchaser shall have a right (but not an obligation) to set-off / adjust any payment due from the Supplier against any amount due / payable to the Supplier from the Purchasing Group.

9. ACCESS

9.1 Purchaser shall have the right of access to Supplier's premises to inspect the progress of manufacture, testing and commissioning of the Material and / or the performance of Services to otherwise satisfy itself as to compliance of the Material and/or Services with the Agreement. Supplier shall procure similar rights of access for Purchaser at the premises of any sub-supplier. Inspection of the progress of manufacture, testing and commissioning of the Material and the performance of the Services by Purchaser shall in no way relieve Supplier of its liabilities and obligations under the Agreement or otherwise.

10. SUSPENSION

10.1 Notwithstanding anything to the contrary in this Agreement, Purchaser may, at its sole discretion, suspend this Agreement / any Purchase Order, in whole or in part, upon twenty-four (24) hours written notice to Supplier for any reason whatsoever. The Purchaser shall promptly notify the Supplier in writing of the same.

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10.2 In the event of written notice pursuant to Clause above, Supplier's failure to perform the Purchase Order to the standards required by the Purchase Order and Supplier's material breach of any of its obligations under the Agreement, no payment shall be due by Purchaser in respect of such order/Purchaser order, or, in the case of suspension, until the failure or breach has been remedied to the reasonable satisfaction of Purchaser.

10.3 Subject to Clause above, in the event of suspension of a Purchase Order, the Material being supplied under such Purchase Order shall, at Purchaser's discretion, either be delivered to the delivery address or shall be securely and separately stored at Supplier's premises, at Purchaser's sole cost and expense, and marked as the property of Purchaser until either the manufacture and/or provision of such Material is resumed or Purchaser terminates the Purchase Order and instructs Supplier with regard to the disposal of the Material stored at Supplier's premises. The proceeds of the disposal shall be adjusted against any compensation payable hereunder.

11. SUPPLIER OBLIGATIONS

11.1 The Supplier warrants that the Material and Services shall:

- (a) conform to the Specifications which the Supplier warrants to be accurate and complete in all material respects and not misleading;
- (b) comply with any applicable quality standards and/or other standards or Specifications as requested by the Purchaser and these standards/specifications shall not be changed without the prior written consent of the Purchaser;
- (c) in the case of Material, be of the best available design, of the best quality and workmanship and shall be free from fault or defect (including latent defect), with such tolerances as specifically stated in the Specification or on the drawings;
- (d) in the case of Material, be complete and fully operational and shall be delivered with all parts (and also those parts that are not specified but which are required for proper operation and also including the usual safety devices, special tools etc. as per Trade Usage);

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- (e) in the case of Material, when delivered, be accompanied by a delivery note which shows, inter alia, the Agreement/Purchase Order number, date of ordering, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered, be clearly marked as such;
- (f) be accompanied by all appropriate information, warnings, instructions and documentation in relation to the safe use, handling, storing, operation, consuming, transportation and disposal of any Material or parts, to the Purchaser; and
- (g) in the case of the Services, be performed with all due and reasonable care and skill, in accordance with generally recognized best industry practices and standards for similar services;

11.2 The Supplier further warrants that the Material and Services shall conform with all laws applicable to:

- (a) such Material, including as regards the design, manufacture, quality, packaging, transportation, delivery, labelling, health, safety and environmental standards and use of such Material which are in force at the time of supply; and/or
- (b) such Services including but not limited to those in relation to health, safety and environmental standards.

11.3 The Supplier warrants that it shall at all times and at its own expense:

- (a) maintain all necessary licenses and consents and comply with all applicable law in performance of the Agreement;
- (b) adopt safe working practices and at the proper time supply and install such guards and safety devices as may be necessary to comply with the provisions of all health and safety laws;
- (c) shall not endanger the safety of or unlawfully interfere with the convenience of any other person, including employees and/or other contractors of the Purchaser in the performance of the Agreement;
- (d) ensure that, in performing its obligations under the Agreement, it does not cause any disturbance or damage to the industrial operations and property at the relevant site;

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(e) comply with the Purchaser's conditions (including but not limited to health and safety conditions, safety management systems, safety cases, hygiene policies and security policies) in relation to any relevant Site;

(f) assist the Purchaser and its representative in the investigation of any accident or incident or the resolution of any dispute, which assistance shall include, but not be limited to, providing access to documents and records and providing information reasonably requested by the Purchaser;

(g) notify the Purchaser's representative promptly as soon as it becomes aware of any breach of laws or any health and safety or issue which arises in relation to the Material or Services (which notification shall not release the Supplier from any liability and/or obligations in respect of such breach, hazard or issue);

(h) notify the Purchaser's representative promptly after it becomes aware that the Purchaser is not or may not be complying with any of the Purchaser's obligations, provided that the Supplier shall not be entitled to rely on such notice as relieving the Supplier's performance under the Agreement, save to the extent that it actually restricts or precludes performance of the Supplier's obligations.

(h) co-operate with the Purchaser in all matters relating to the Services;

11.4 The representations and warranties mentioned herein shall survive any inspection, test, performance, acceptance or payment pursuant to the Agreement and shall be extended to any repaired or replaced Material or substituted or remedial Services provided by the Supplier.

11.5 Without prejudice to any other rights which Purchaser may have hereunder, Supplier shall, at Purchaser's option and Supplier's cost, either repair or replace any and all Material which fail or are found to be defective within a period of eighteen (18) months from the date of delivery or twelve (12) months from the date of commencement of use, whichever is the later. If Supplier is required to repair or replace defective Material, the warranty period shall be renewed for the repaired or replaced Material.

11.6 If the Supplier fails to rectify such breach in supply of the Material or Services, which being capable of remedy is not remedied within fourteen (14) days of notice of such default, the Purchaser may at its discretion and without prejudice to other rights and remedies under this Agreement or otherwise, avail itself of any one or more of the remedies as hereunder:

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(a) reject the Material (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that the Supplier shall immediately pay

to the Purchaser a full refund for the Material so returned;

(b) give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Material or Services or to supply replacement Material or substitute Services and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled within a reasonable period specified by the Purchaser; (c) refuse to accept any further deliveries of the Material or subsequent performance of the Services which the Supplier attempts to make, in each case without any liability to the Purchaser;

(d) carry out or procure that some other person carries out at the Supplier's expense any work necessary to make the Material and/or Services comply with this Agreement (including but not limited to freight, disassembly and reassembly);

(e) instruct the Supplier to suspend performance of its obligations under this Agreement with immediate effect and to take such steps as the Purchaser may direct in order to remedy such breach at the Supplier's expense;

(f) claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of this Agreement;

(g) opt to use or consume the Material in the event of non-availability of substitute goods or to maintain operations of the Purchaser's plant or to avoid plant shut down but without prejudice to its right to claim damages attributable to consequences arising due to off-Specification Material;

(h) obtain substitute Material or purchase substitute Services from alternate supplier at Supplier' cost.

11.7 If the Purchaser exercises its rights under clause 11.6 sub-clause (b), (d) and/or (e) above in respect of Material which do not, in the Purchaser's opinion, meet the requirements specified in the Agreement, the Supplier shall grant necessary right to the Purchaser to utilize the relevant Material until such time as they meet those requirements.

11.8 Notwithstanding anything to the contrary in this Agreement, there shall be no obligation whatsoever on the Purchaser to accept any defective or sub-standard quality Material and/or Service, delayed delivery and/or performance of the Agreement and it is expressly agreed by the Parties that acceptance of such defective or sub-standard quality Material / Service, delayed delivery and/or performance by the Purchaser in its sole discretion, shall not prejudice any right / claim of the Purchaser to damages for supply of such defective or sub-standard quality Material / Service, delayed delivery and/or performance and / or for breach of the Agreement. In the foregoing, the Purchaser shall reasonably determine the amount of damages that shall be leviable upon / payable by the Supplier. Any damages so determined by the Purchaser shall be

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paid by the Supplier within fifteen (15) days. The levy of damages / acceptance of performance, as above, shall not prejudice any rights of the Purchaser as per other terms of this Agreement / Purchase order.

11.9 In the event of a breach by the Supplier of its obligations under this Agreement, the Purchaser shall have the right to terminate the Agreement and / or the Purchase Order issued thereunder in whole or in part or to rescind the Purchase Order, in each case without any liability to the Purchaser.

11.10 The Purchaser reserves the right to reject Material in case it is supplied prior to the scheduled delivery date until otherwise specifically waived-off in writing by an authorized Representative from the Purchaser's commercial department, prior to dispatch.

12. SPECIFICATION VARIATION

Purchaser may, at any time, make changes within the general scope of the Agreement and/or Purchase Order by giving written notice to Supplier. Such changes may include changes to the technical Specification of the Material (where such Material are manufactured to order), quantities, method of shipping and/or packing, inspection standards and place of delivery. Upon receipt of such variation request, if any such change affects the purchase price and/or delivery date, Purchaser and Supplier shall agree upon an adjustment to the price and/or delivery date. The change to the Specification and /or Purchase Order, together with any adjustment to price and/or delivery date, if any, shall be set forth in a revised Variation Order issued by Purchaser and acknowledged by Supplier in writing.

13. INTELLECTUAL PROPERTY

13.1 If any Material purchased or supplied or Services performed or provided under the Agreement and/or Purchase Order involves a patent, copyright, trademark, or proprietary information (IPR), Supplier hereby grants Purchasing Group a permanent, irrevocable, worldwide, non-exclusive license to use the same without additional charge.

13.2 Purchaser is the sole owner of IPR in anything developed and delivered under this Agreement / Purchase Order. Supplier shall provide at Purchaser's reasonable request any documentation necessary to confirm Purchaser's ownership interest in such intellectual property rights. Supplier shall retain ownership of any intellectual property rights vested in Supplier prior to this Agreement or created by Supplier

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outside of its performance of this Agreement during the term of this Agreement.

- 13.3 Supplier shall at all times be responsible for, shall release and shall defend, protect, indemnify, hold harmless and defend Purchasing Group, from and against any Claim by a third party for infringement of any IPR which may arise out of the sale and/or use of the Material supplied or the Services performed and/or provided by Supplier.

14. AUDIT AND INVESTIGATION

- 14.1 At all reasonable times during the Term and/or any Purchase Order, and for a period of four (4) years after the completion of any Purchase Order, Supplier agrees that the Supplier Group's books and records shall be subject to audit with Supplier's assistance and at reasonable times as Purchasing Group shall consider necessary. Purchaser's auditors shall have full and unrestricted access to all records for the purposes of auditing and verifying that the charges or costs presented by Supplier to Purchaser for payment are in accordance with the Agreement / Purchase Order, or for any other reasonable purpose, including verifying Supplier's compliance with its obligations under the Agreement / Purchase Order. In addition, if Purchaser has a reasonable basis to believe that Supplier Group has taken or failed to take any action that may subject Purchasing Group to liability under any laws including the anti-corruption laws, Supplier agrees that Purchaser shall have the right (but not the obligation) upon written notice to Supplier, to conduct an investigation of Supplier Group to determine to Purchaser's reasonable satisfaction whether any actions or failures to act on behalf of Supplier Group may subject Purchaser to such liability.

15. ASSIGNMENT AND SUBCONTRACTING

- 15.1 Supplier may not assign, sublet or subcontract its rights or obligations under any Purchase Order, in whole or in part, to any third party without the prior written consent of Purchaser, which the Purchaser may at its sole discretion accept or refuse. Supplier shall have a written contract in place for each approved sub-supplier prior to such sub-supplier performing any Services or supplying any Material. Supplier shall assume full responsibility for the acts or omissions of Supplier's sub-suppliers of any tier. All of Supplier's subcontracts,

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if any, for performance of the Services or the supply of Material shall contain terms and conditions substantially similar to those contained in this Agreement and/or the applicable Purchase Order which protect and do not restrict Purchaser's rights as set forth in this Agreement and/or in the applicable Purchase Order.

- 15.2 Purchaser shall have the right to assign the Agreement / Purchase Order to its Affiliate or any third party customer. This Agreement shall inure to and be binding upon the respective successors and assignees of the Parties.

16. RECOURSE OF THE PARTIES

- 16.1 Supplier shall look only to Purchaser for the due performance of the Purchase

Order and nothing therein contained shall impose any liability upon, or entitle Supplier to commence any proceedings against any third party customer or any person not a party to the Agreement or the Purchase Order.

- 16.2 Purchaser shall be entitled to enforce any Purchase Order on behalf of any third party customer in connection with the Agreement / Purchase Order as well as for itself and for this purpose, only Purchaser may commence proceedings against Supplier. The obligations and liabilities of Purchasing Group issuing Purchase Orders are several and not joint.

- 16.3 It is clarified that under no circumstances, by virtue of this Agreement, will the employee/workers of the Supplier be deemed to have any privity of contract with the Company nor would they or any of their heirs, assigns or successors would claim any benefit / privilege, whatsoever, from the Company.

17. PREVAILING EFFECT OF THIS AGREEMENT AND RELEVANT PURCHASE ORDER(S)

- 17.1 This Agreement shall comprise of the following documents:

Scope of work as specified in the Purchase Order
Compensation Schedule as specified in the Purchase Order
Standard Terms and Conditions (Annexure-A)
(all hereinafter the "Agreement").

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17.2 This Agreement shall be governed solely as per the terms of this Agreement, to the entire exclusion of any terms/conditions that the Supplier may state/ mention in any quotation and/or any other correspondence made by the Supplier. Consequently, the terms of this Agreement shall apply and shall be incorporated by reference / deemed incorporated in any Purchase Order issued hereunder and shall prevail at all times between the Parties over any other terms and conditions (including any terms or conditions which Supplier purports to apply to any purchase order, confirmation of order, Specification, invoice or other document) with respect to the provision of Materials or Services, except where the Parties, by its authorized signatories, have specifically agreed in writing to vary and override the terms of this Agreement or the Standard Terms and Conditions by Special Terms. ANNEXURE - A: STANDARD TERMS & CONDITIONS FOR MASTER PROCUREMENT AGREEMENT

1. TAXES AND DUTIES

1.1 Payment of all taxes, fees, levies, duties, or other charges of whatsoever nature including service tax, excise, VAT and in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Supplier or its subcontractors levied or imposed now or hereinafter as a result of the services provided hereunder and the performance of this Agreement shall be the sole responsibility of and be paid by the Supplier. Nothing contained herein shall prevent the Company from deducting tax at source as required by law from the payments due to the Supplier.

1.2 The Supplier shall be responsible for filing all necessary tax returns (including, without limitation, returns for corporate income tax, personal income tax, service tax, sales tax) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.

1.3 The Supplier shall also ensure that its sub-contractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.

2. STATUTORY COMPLIANCES/LICENCES

2.1 The Supplier shall be solely liable for statutory compliance in respect of all applicable laws of land which inter-alia includes central/state labour

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laws and regulations/rules made thereunder including but not limited to Compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, 1948, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, Interstate Migrant Workmen (regulation of Employment and Conditions of Service) Act, 1979. The Supplier shall be solely responsible for maintenance of records and filing of various forms/ returns prescribed under all applicable Central/State labour laws and regulations/rules made thereunder in respect of employees employed by it.

2.2 The Company shall be entitled to deduct/adjust from amount payable to the Supplier any dues, wages, compensation on accident or death, expenses paid by the Company in compliance with the applicable laws, in respect of employees of the Supplier.

2.3 Purchaser is obligated to ensure that its suppliers meet the criteria for security mandated by the Customs-Trade Partnership Against Terrorism (C-TPAT) program. In order to comply with these requirements, Purchaser requires Supplier to be a C-TPAT certified participant where applicable, or satisfy comparable security program policies and procedures as follows:

(i) If Supplier is C-TPAT Certified, upon receipt and certification of the SVI # (Status Verification Indicator), Purchaser requests a copy of the official letter, a copy of the C-TPAT Certificate to Supplier, and the Supplier SVI letter for file and audit record.

(ii) If Supplier is not C-TPAT certified or does not qualify under Customs terms to be C-TPAT certified, Supplier must provide evidence its approved under a similar supply chain security program that is endorsed and sponsored by its local country (For e.g., P.I.P. in Canada) OR must provide a statement from a company senior executive officer of its intent and plan to provide its supply chain security policy and procedure that describes its supply chain security systems that meet or exceed those expectations in U.S. C-TPAT. Upon written request, Supplier shall provide Purchaser with copies of its written tracking procedures to verify the Supplier's compliance with comparable supply chain security measures as required under C-TPAT.

(iii) Supplier shall grant to Purchaser or its designated Representative the right from time to time, upon prior written notice to Supplier and at reasonable date and hours, to visit Supplier's facilities to perform an audit of Supplier compliance with its security obligations. Upon completion of any review by Purchaser, Supplier will be advised in writing if any corrective action is required to assure compliance with the C-TPAT program. Based on the type of corrective action

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required, the parties will mutually establish a time period for implementation of the corrective measures required. If Supplier does not comply within a reasonable time period with the requirements for C-TPAT compliance, Purchaser will be entitled to treat Supplier's failure to comply as a material breach of this MPA.

3. INSURANCE

3.1 The Supplier shall effect and maintain with a reputed insurance company a policy(ies) of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Term of the Agreement.

3.2 The Supplier shall hold employer's liability insurance in respect of its employees/personnel in accordance with any legal requirement from time to time in force.

3.3 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Agreement.

3.4 The Supplier shall also take third party liability insurance and surrounding property damage insurance. In case of any loss or damage, the Supplier shall lodge and settle the claim with the insurance company.

3.4 Supplier will be made at equivalent to differential loss suffered by the Company in case the loss to the Company is not fully compensated by the insurance agency.

3.5 Notwithstanding anything contained above the Company may arrange insurance of the consignment. But, that will not in any way absolve the Supplier from compensating Company /consignee in case of damage / loss.

3.6 Without limiting Supplier's obligations, liabilities, and responsibilities under any Purchase Order or at law, Supplier shall when providing Material or Services, at its cost, obtain or procure or cause others to obtain or procure the insurances required under the Purchase Order.

3.7 All the insurance policies described in Exhibit B, except workers' compensation and employer's liability shall, to the extent of the insurable liabilities assumed and indemnities given by Supplier hereunder, be

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written or endorsed with Purchasing Group as additional insured or shall contain indemnity to principal provisions, and all policies described in Exhibit B, including workers' compensation and employer's liability, shall provide that the insurance company shall have no right of recovery or subrogation against Purchasing Group. All liability policies required herein shall provide severability of interest or cross liability clause. All policies required of Supplier herein shall, to the extent of the insurable liabilities assumed and indemnities given by Supplier hereunder, provide that the insurance coverages shall be primary and not excess to or contributing with any insurance or self-insurance maintained by Purchasing Group. In all cases all applicable Supplier Group deductibles, self-insured retentions, and excesses will be borne by Supplier.

3.8 All insurances taken out by Supplier in accordance with the provisions of this Clause 3 shall provide that Supplier's underwriters of insurance give not less than thirty (30) days' notice of cancellation of any such policy of insurance to Purchaser. No such cancellation shall relieve Supplier of its obligation to maintain insurance in accordance with this Agreement and / or any Purchase Order.

3.9 To the extent Supplier has sub-suppliers of any tier, Supplier agrees that should any sub-supplier's insurance lapse, is cancelled, has insufficient limits of insurance available or is not carried, Supplier's obligations under this Clause 3 are in no way relieved or diminished. Supplier shall use its best endeavours to obtain from its sub-suppliers additional insured, or indemnity to principals, status, a waiver of subrogation and a primary insurance statement, both in favour of Purchasing Group. Upon request, Supplier shall obtain and provide Purchaser with valid certificates of insurance from such sub-suppliers evidencing compliance with this Clause 3.

3.10 Neither the delivery to Purchaser of any certificates of insurance, nor any failure on the part of Purchaser to discover and notify Supplier of any errors or omissions in certificates of insurance, nor the rejection of certificates of insurance that do not conform to the requirements described herein, shall be construed to imply an acceptance of such certificates of insurance or the coverages/endorsements reflected therein, or a waiver of the coverages/endorsements requirements contained herein. Review by Purchaser of any certificate of insurance shall not relieve Supplier from any obligation to secure the insurance coverages and endorsements required herein, and nothing shall operate to shift responsibility for insurance coverages from Supplier to Purchaser.

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4 WARRANTIES AND REPRESENTATION

4.1 The Supplier represents and warrants that:

(i) It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to supply Materials and perform the Services as detailed in the Scope of Services above and as may be necessary to perform its obligations hereunder in a professional manner.

(ii) It has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.

(iii) This Agreement has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

(v) No legal proceedings are pending or threatened against it before any court, tribunal or authority which do or may restrain or enjoin its performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.

(vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.

(vii) It shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in full compliance with statutory obligations.

(viii) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business;

(ix) It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (IPR) (including limited right of use of those owned by any of its vendors, affiliates or subcontractors)

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which it provides to the Company, for use related to the Material/Services, and that any IPR provided by the Supplier shall not infringe the IPR of any third party;

(x) The Supplier represents that there is no inquiry/ investigation pending by the Police against the Supplier or its employees. The Supplier undertakes that it will confirm at his own cost and expense and shall comply in all respect with the provisions of Government Authority applicable to the Supplier and /or to the Supplier's employees;

(xi) The Supplier shall be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of any vehicle for performing the Agreement and any toll charges or entry Taxes payable locally and the Supplier accordingly indemnifies Company against all such liability.

(xii) The Supplier has sufficient resources available to respond to emergencies/ incidents, which may occur along established transportation routes. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Supplier. Company shall have no liability whatsoever.

4.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

4.3 Supplier warrants and guarantees that:

(i) all Material shall be supplied in accordance with the provisions of the Agreement/Purchase Order and with generally accepted industry standards, Trade Usage with regard to quality, Specification, quantity, measurement, performance and/or functionality and are free from defects in material and workmanship;

(ii) if the Material are manufactured by reference to Supplier's data or other specified data provided to Purchaser, the Material shall have been manufactured in accordance with such data; (iii) if the Material are sold by sample then they shall conform to the sample; (iv) if the Material are manufactured to designs supplied by Purchaser, the Material shall have been manufactured in conformity with such designs and any approved working drawings; (v) it is aware of the purpose and usage of the Material by the Purchaser including the technical parameters attributable to the usage of the Material; and (vi) in the case of the Material, be of the best available design, of the best quality and workmanship and shall be free from fault or defect (including latent defect), with such tolerances as stated in the Specification or on the drawings.

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4.4 If Supplier is required to repair or replace defective Material, the warranty period shall renew for the repaired or replaced Material.

5. ETHICS

5.1 GIFTS AND COURTESIES: The Supplier shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.

The Supplier shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Supplier undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Supplier, or his partners, agent or servant or any one authorized by him or acting on his behalf. The Supplier undertakes that in the event of use of any corrupt practices by the Supplier, the Company shall be entitled to terminate the Agreement forthwith and recover from the Supplier, the amount of any loss arising from such termination. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Supplier.

If at any time during execution or performance of this Agreement the Supplier if faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Supplier must report the same immediately at sgl.whistleblower@vedanta.co.in

5.2 ANTI-BRIBERY & CORRUPTION:

(i) (a) - The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct and the Company's Human Rights Policy including Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

(i) (b) - The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under Clause 5.2 (i) (a).

(ii) The Supplier shall comply with the Anti-Bribery and Corruption (AB&C) requirements as applicable to them.

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(iii) The Company shall have a right to initiate "audit proceedings" against the Supplier during the Term and for a period of three (3) years thereafter, to verify compliance with this Agreement including AB&C requirements. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Supplier shall extend full cooperation for smooth completion of the audit mentioned herein.

(iv) Notwithstanding anything in this agreement, the Company shall have right to terminate the Agreement forthwith in case, it is found that the Supplier has failed to comply with the terms of the Agreement including AB&C requirements.

(v) The Supplier may submit/report 'Complaints' pertaining to any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy.

External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

Post review, if the complaint is found to be have been made with malafide intention, stringent action will be taken against the complainant. We encourage reporting genuine 'Complaints' and those submitted in true faith.

All the 'Complaints' under this policy should be reported to the Group Head-Management Assurance at the following address:

Group Head - Management Assurance,
Vedanta, 75 Nehru Road
Vile Parle (E), Mumbai 400 099

'Complaints' can also be sent to the designated e-mail id:
sgl.whistleblower@vedanta.co.in

6. DEFAULT AND TERMINATION

6.1 The Company may immediately terminate all or part of this Agreement/Purchase Order as under:

(i) by a written notice to the other Party if the other Party has committed any material breach of the terms of this Agreement and has

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failed to remedy such breach within 30 days from receiving notice from the other Party.

(ii) if other party party (i) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (ii) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate reorganization or to an affiliate), administration, liquidation or similar proceedings, (iii) makes, or plans to make, a general assignment for the benefit of its creditors, or (iv) a other party's creditor attaches or takes possession of all or a substantial part of said Party's assets; the foregoing shall not apply to any action or proceeding which is (i) in the reasonable opinion of the party, frivolous or vexatious; or (ii) discharged, stayed or dismissed within ninety (90) days of commencement; iii) if either party is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then either Party may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Parties accrued prior to the date of such termination.

6.2 The Company may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Supplier fails to obtain any approval required under the terms of this Agreement.

6.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

6.4 In the event of Supplier's breach of its obligations hereunder, no payment shall be due by Purchaser in respect of such order/Purchaser order, or, in the case of suspension, until the failure or breach has been remedied to the reasonable satisfaction of Purchaser.

7. LIMITATION OF LIABILITY

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7.1 EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER

PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER.

7.2 The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death or personal injury.

8. FORCE MAJEURE

8.1 Neither the Company nor the Supplier shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence i.e. (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection and civil commotion, mobilization or military, if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen after due and timely diligence and which, by the exercise of reasonable diligence, the said Party is unable to provide against ("Force Majeure Events").

8.2 The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimise effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.

8.3 If the Force Majeure Event(s) continues beyond 30 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.

8.5 Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. The Parties understand that the settlement of strikes, lockouts, and any other industrial disputes shall be treated to be within the sole discretion of the Party asserting Force Majeure. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately give notice thereof to the other party.

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9. INDEMNITY

- 9.1 The Supplier shall defend, indemnify and hold the Company harmless from and against any and all Claims in connection with any taxes, levies, costs and charges which may be levied or imposed on the Supplier or its sub-contractors by any Government Authority arising out of or in connection with the performance of this Agreement including claims in respect of pollution and contamination which originated from Supplier Group's equipment or materials under the control of any member of the Supplier Group.
- 9.2 The Supplier shall be liable for and shall defend, indemnify and hold the Company harmless from and against and all Claims in connection with any breach, infringement (whether actual or alleged) of Confidentiality, accident, bodily injury, fraud arising out of or in connection with the performance of this Agreement by the Supplier.
- 9.3 Supplier shall at all times be responsible for, shall release and shall defend, protect, indemnify and hold Purchasing Group harmless from and shall keep Purchaser's equipment and property free and clear of all liens, claims, assessments, fines and levies incurred, created, caused or committed by Supplier Group.
- 9.4 This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Company may be entitled to.
- 9.5 Purchaser shall have the right to retain / withhold out of any payment to be made to the Supplier an amount sufficient to indemnify it completely against any such lien, claim, assessment, fine or levy exercised or made and all associated costs.
- 9.6 It is the express intention of the Parties hereto that the provisions of this Agreement / Purchase Order shall exclusively govern the allocation of risks and liabilities of thee Parties, it being acknowledged that the Agreement reflected herein has been based upon such express understanding. It is acknowledged that the compensation payable to Supplier as specified in this Agreement and/or applicable Purchase Order has been based upon the express understanding that risks and liabilities shall be determined in accordance with the provisions of this Agreement and/or applicable Purchase Order.

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10. ARBITRATION

10.1 Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation,, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

(i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than 5,000,000 (Rupees Five Million Only) / \$ 100,000 (Hundred Thousand United States Dollars) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators. (ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be [Local Jurisdiction in Goa] ,India. (iii) The award made in pursuance thereof shall be final and binding on the parties

11. APPLICABLE LAW AND JURISDICTION

11.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of India.

11.2 The parties submit to the exclusive jurisdiction of the courts of be [Local Jurisdiction in Goa], India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

12. SET OFF

12.1 Only the Company may at any time without notice to the Supplier set off any liability of the Supplier to the Company against any liability of Purchasing Group to the Supplier (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and

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may for such purpose convert or exchange any currency. Any exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to Company under this Agreement or otherwise.

13. CONFIDENTIALITY

- 13.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless other required by law, not to be disclosed without the consent of other Party to anyone other.
- 13.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.
- 13.3 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.
- 13.4 All Confidential Information developed by Supplier Group as a result of performance of the Services or supply of Material shall be the property of Purchaser. All such Confidential Information shall be delivered to Purchaser within fifteen (15) days after completion of any applicable Purchase Order. Purchaser shall have the unrestricted right to use and disclose such information in any manner and for any purpose without payment of further compensation. Such Confidential Information

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is proprietary information of Purchaser and subject to the terms of this Clause 13.

13.5 Obligations towards all Confidential Information as mentioned above under this clause shall continue to remain valid for the Term and further period of five (5) years from the date of expiry of this Agreement.

13.6 No member of Supplier Group shall make use of the name or logo of Purchasing Group for publicity purposes, nor shall publish or permit to be published any information or photographs in connection with this Agreement or any Purchase Order without the prior written consent of Purchaser.

14. MISCELLANEOUS PROVISIONS

14.1 Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

14.2 Severability: If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

14.3 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument

14.4 Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership,

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joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.

- 14.5 Notices: Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.
- 14.6 Non-Waiver/Exercise Of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.
- 14.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns
- 14.8 Assignment: Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party(ies) hereto.
- 14.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.
- 14.10 Validation: This Agreement shall come into effect when authorized representatives of both Company and Supplier execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of business by Company and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.

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- 14.11 Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.
- 14.12 Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.
- 14.13 Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 14.14 THIS DOCUMENT "STANDARD TERMS & CONDITIONS" SHALL BE AN INTEGRAL PART OF ANY

OF THE PURCHASE ORDERS, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER ENTERED BETWEEN THE PARTIES AND SHALL SUPERCEDE ANY CONTRARY TERMS IN SUCH PURCHASE ORDER, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER INCLUDING ANY ORDER ACKNOWLEDGEMENT BY THE SUPPLIER AND THIS DOCUMENT AND THE GENERAL TERMS AND CONDITIONS MENTIONED HEREIN SHALL APPLY FOR ALL PURPOSES.

APPENDIX III : STANDARD TERMS & CONDITION FOR SERVICE AGREEMENT

THIS PURCHASE ORDER / AGREEMENT is made on Purchase Order (PO)

Date

BETWEEN

(1) Vedanta Limited (Formerly known as Sesa Sterlite Limited / Sesa Goa Limited) / Sesa Resources Limited / Sesa Mining Corporation Limited, a company incorporated in India currently having its registered office at Sesa Ghor, 20 EDC Complex, Patto, Panjim - Goa - 403001, (hereinafter referred to as the "Company", which expression, unless the context requires otherwise, shall include its successors and permitted assignees); and

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(2) Vendor (hereinafter referred to as the "Service Provider", which expression, unless the context requires otherwise, shall include its successors and permitted assignees). RECITALS:

WHEREAS the Company requires the Service Provider to provide certain services and the Service Provider is engaged in the business of providing such services and has agreed to perform the Services for the Company on the terms and conditions set out in this Contract.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. The Service Provider agrees to perform the Services in accordance with the terms and conditions of this Contract and, in consideration of its due performance of the Services, the Company agrees to pay the Service Provider according to the rates, terms and conditions herein contained.
2. The Contract shall comprise the following documents: Annexure C: Standard Terms and Conditions

(all hereinafter the "Agreement").
3. In the event of any inconsistency or discrepancy between any of the documents listed above, the Standard Terms and Conditions shall have preference over any other documents and these Standard Terms and Conditions shall apply and shall be incorporated by reference / deemed incorporated in any Purchase Order issued hereunder and shall prevail at all times between the Parties over any other terms and conditions (including any terms or conditions which Service Provider purports to apply except where the Parties by its/their authorized signatories have specifically agreed in writing to vary and override the said Standard Terms and Conditions.
4. The effective date of this Agreement shall be as specified in the Purchase Order (hereinafter the "Effective Date") and this Agreement shall be valid for a period as specified in the Purchase Order ("Term").

ANNEXURE C

STANDARD TERMS AND CONDITIONS FOR SERVICE AGREEMENT

1. DEFINITIONS

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1.1 In the Agreement, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"Affiliate" shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management of the company, partnership or other person in question, and "controlled" shall be construed accordingly;

"Agreement" shall mean the Agreement between the Company and the Service Provider to which this Schedule is attached.

"Purchase Order" shall mean the document recording the specific Services to be carried out under this Agreement, from time to time.

"Fees" shall mean the prices and/or rates payable by the Company in respect of the Services and/or as specified in the relevant Purchase Order.

1.2 Unless otherwise stated, any and all references in the Agreement to Clauses are references to the Clauses of the Agreement.

1.3 The headings in the Agreement are used for convenience only and shall not govern or affect the interpretation of the Agreement.

1.4 Words denoting the singular shall include the plural and vice versa, where the context requires.

1.5 Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

1.6 Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.

2. SCOPE OF CONTRACT

2.1. The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term unless this Agreement is terminated earlier by the Company in accordance with Clause 10 below (Standard Terms and Conditions).

2.2. Subject to the provisions of this Agreement, the Parties agree that upon request of the Company in terms hereof, the Service Provider shall perform

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the Services at such locations and for such periods as may be agreed with the Company.

- 2.3. From time to time, the Company may issue a Purchase Order to the Service Provider.

In such case, the terms and conditions of this Agreement shall apply to each such Purchase Order as if repeated in total.

- 2.4. The Service Provider shall commence the Services on the scheduled commencement date stated in the Purchase Order and shall continue such Services for the duration of the Purchase Order. Each Purchase Order is subject to agreement on a case by case basis.

3. SERVICES

- 3.1. The Service Provider shall perform the Services with all due skill, care and diligence in a safe, competent and timely manner and in accordance with the requirements of the Agreement and/or the relevant Purchase Order.

- 3.2. Except to the extent that it may be legally or physically impossible, the Service Provider shall comply with the Company's instructions and directions in all matters relating to the Services consistent with the provisions hereunder.

- 3.3. The Service Provider shall agree with the Company in the relevant Purchase Order from time to time as regards the personnel who will perform the Services and shall: only provide such personnel who possess appropriate experience, skills and

qualifications necessary for the Services to be performed in accordance with this Agreement; not remove or replace such personnel without the prior written consent of the

Company (not to be unreasonably withheld); and nominate a senior manager or director of the Service Provider to have overall

responsibility for the provision of the Services in terms of the relevant Purchase Order, which person shall attend any meetings with the Company on reasonable prior notice.

- 3.4. The Company shall be entitled to request the Service Provider to replace any of its personnel providing the Services, where in the Company's reasonable opinion such person is incapable and or unsuitable for performing the Services required by this Agreement. The Service Provider shall promptly replace such person at no additional cost to the Company.

- 3.5. Without prejudice to any other rights of the Company under the Agreement or at law, if the Service Provider fails to perform the Services in accordance with the provisions of this Agreement, the Company may use alternative means to perform the Services and the Service Provider shall be liable for any additional cost incurred by the Company in using such alternate means.

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4. FEES

- 4.1. The Company shall pay for the Services performed in accordance with the prices as per Attachment 2 to Schedule I and/or rates specified in the relevant Purchase Order. 4.2 In case of contingency assignments, the agreed fees for such onetime Services shall be payable on completion of the relevant assignment as per the Purchase Order.

5. SERVICE PROVIDER'S GENERAL OBLIGATIONS

- 5.1. The Service Provider shall, and the Service Provider shall ensure that its employees and representatives shall, in performing its obligations under this Agreement, comply in all respects with all relevant laws, statutes, regulations and orders for the time being in force.
- 5.2. Where any of the Service Provider's employees or representatives is present at any of the Company's premises for the purposes of this Agreement, the Service Provider shall at all times remain responsible for the conduct and safety of such employee or representative.
- 5.3. The Service Provider shall not, in performing its obligations under this Agreement, hold itself out or permit any person to hold it out as being authorised to bind the Company in any way and will not commit any act which might reasonably create the impression that it is so authorised.
- 5.4. The Service Provider shall ensure that it has in place and maintains in place for the duration of this Agreement sufficient insurance to comply with all applicable laws and to cover its potential liabilities under this Agreement and shall provide evidence of such insurances to the Company on request.
- 5.5. The Service Provider may not subcontract any of its obligations under this Agreement without the prior written consent of the Company. The Service Provider shall not be relieved from any of its obligations or liabilities under the Agreement by virtue of any subcontract and the Service Provider shall be responsible for all Services, acts, defaults or omissions of its subcontractors (and its or their employees and consultants) as though they were the services, acts, defaults or omissions of the Service Provider.
- 5.6. In performing the Services, the Service Provider shall:
give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such goods are available on terms equal or better than imported goods with respect to the timing of delivery, quality, quantity required, price and other terms; subject to Clause 5.5, employ Indian subcontractors having the required skills or expertise to the maximum extent possible insofar as their services are available on comparable standards with those obtained elsewhere and at competitive prices and on

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competitive terms, provided that where no such sub-Contractors are available, preference shall be given to non-Indian subcontractors who utilise Indian goods to the maximum extent possible, subject to the proviso in Clause 5.6 (a) above; and subject to Clause 5.5, co-operate with and assist Indian companies as subcontractors to enable them to develop skills and technology to service the petroleum industry.

5.7. The Service Provider shall maintain proper and accurate records in relation to the Services and shall provide copies of the same to the Company on request. The Company (or its appointed representative) shall have the right to audit the relevant books and accounts of the Service Provider in relation to any reimbursable charges paid for by the Company under this Agreement. Such audit right shall survive for a period of 2 (two) years following the expiry or termination of the Agreement. Any incorrect payments identified by such audit shall be adjusted between the Parties as appropriate.

6. THIRD PARTY CLAIMS AND LIMITATION OF LIABILITY

6.1. The Service Provider shall be liable for and shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with:

(a) any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Service Provider of its obligations under this Agreement.

(b) any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Agreement by the Service Provider.

6.2. Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable to the other, whether arising under Agreement, tort (including negligence), strict liability or otherwise, for any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.

7. VARIATIONS

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7.1. At any time during this Agreement, the Company may request the Service Provider to vary, amend or otherwise alter the Services (a "Variation Request").

7.2. Upon the receipt of a request from the Company pursuant to Clause 7.1, the Service Provider shall, within 7 days, notify the Company of the effect of the Variation Request on the Fees and/or other terms of the relevant Order.

7.3. If following receipt of the Service Provider's response pursuant to Clause 7.2, the Parties are in agreement on the Variation Request and the adjustments to be made to the relevant Purchase Order, the Parties shall execute a variation order (a "Variation Order") to reflect such agreement.

7.4. The Services shall not be varied, amended or otherwise altered and/or the Fees shall not be adjusted until such time as a Variation Order is executed by both Parties.

8. PAYMENT

8.1. In addition to any requirements set out in the relevant Purchase Order, each invoice shall: be in duplicate; bear the Contract Number stated on the cover sheet to the Agreement; state the name, e-mail address, mobile telephone number of the Company's Representative; and be accompanied by supporting evidence and itemised in accordance with the Company's requirements.

Specifically, the Service Provider shall submit the following information/documents to the Company:

Copy of registration certificates under Indian tax/other laws including but not limited to Service Tax, Excise, import export code etc., as applicable.

Copy of PAN.

Invoices to the Company shall be sent to the address set out in the Agreement. Service Provider must ensure that all invoices for services performed or goods delivered are submitted to the Company within 90 days.

8.2. The Company shall make payment of a correct invoice within 45 days of receipt to the Service Provider's nominated bank account. Any invoice not complying with the provisions of this Agreement will be returned by the Company and the Service Provider shall submit a rectifying invoice.

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8.3. The Company may dispute any amount on an invoice and withhold the disputed amount provided that:

the Company makes payment of any undisputed portion of the invoice and notifies the Service Provider of the disputed amount within 45 days of receipt of the relevant invoice;

if the dispute is resolved in favour of the Service Provider, the Company shall pay the disputed amount within fifteen (15) days of the date of the resolution of the dispute or forty-five (45) days of receipt of the invoice, whichever is later.

If the dispute is resolved in favour of the Company, the Service Provider shall forthwith issue a credit note for the disputed amount.

8.4. The Company shall be entitled to set-off / adjust / deduct from any invoice under this Agreement, any payment due from the Service Provider to the Company or any of its Affiliates.

9. TAXES

9.1. Definitions

For the purposes of this Clause 9: "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;

"Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax.

9.2. Person Responsible for payment of taxes

Except as may be expressly set out in this Agreement, the Service Provider shall be responsible for:

the payment of all Taxes now or hereafter levied or imposed on the Service Provider or its subcontractors or on the personnel of the Service Provider or its subcontractors by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Service Provider or its subcontractors (hereinafter referred to as "Personal Income tax"); the payment of all Taxes now or hereafter levied or imposed by any Government

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Authority on the actual/assumed profits and gains made by the Service Provider or its subcontractors (hereinafter referred to as "Corporate Income tax"); the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the services, if any, provided to the Company by the Service Provider or its subcontractors (hereinafter referred to as "Service tax"); the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the goods, if any, sold to the Company by the Service Provider or its subcontractors (hereinafter referred to as "Sales tax/VAT"); the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the goods, if any, manufactured by the Service Provider or its subcontractors for sale to the Company (hereinafter referred to as "Excise Duty"); and the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Service Provider or its subcontractors as a result of the performance of this Agreement.

9.3. Withholding taxes and Withholding certificates

9.3.1. The Company shall, at the time of its payments due to the Service Provider, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Service Provider shall produce to the Company any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Service Provider to receive the payments under the Agreement for a prescribed period without deduction of any tax or deduction at a lower rate.

9.3.2. The Company shall provide the necessary withholding tax certificates to the Service Provider within the time stipulated by the relevant law to enable the Service Provider to file the same with the Government Authority as a proof of payment of such taxes.

9.4. Person Responsible for filing of returns / information to Government

9.4.1 The Service Provider shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Corporate Income tax, Personal Income tax, Service tax, Sales tax and Excise Duty) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.

9.4.2 The Service Provider shall also ensure that its sub-Contractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.

9.4.3 The Company, with respect to the tax withheld from the Service Provider in accordance with Clause 9.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant

Government Authorities in accordance with applicable statutory requirements.

9.5. Company's rights, if treated as representative assessee by Government Authorities

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In certain situations, a Government Authority may treat the Company as the representative assessee of the Service Provider and/or its subContractors and recover the Taxes due to the Government Authority by the Service Provider or its sub-contractors from the Company. In such situations, the Company shall have the following rights:

The Company shall be entitled to recover from the Service Provider, the Taxes paid on behalf of the Service Provider or its sub-contractors (together with any costs and expenses incurred by the Company in connection therewith) or to retain the same out of any amounts to be paid to the Service Provider or its sub-contractors that may be in its possession (whether due under this Agreement or otherwise) and shall pay only the balance, if any, to the Service Provider; and

If the Company is required to furnish any details or documents in such capacity, the Company shall request the details or documents to be furnished to it by the Service Provider and the Service Provider shall immediately furnish the same to the Company. If the Service Provider fails to comply with the foregoing, any penalty/interest levied on the Company for non-filing or late filing of details or documents in this regard shall be recoverable from the Service Provider.

9.6. Indemnity

The Service Provider shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any Taxes which may be levied or imposed on the Service Provider or its sub-contractors by any Government Authority arising out of or in connection with the performance of this Agreement.

9.7. Changes in Law

If, after the date of execution of this Agreement, there is any change in law which results in a change in the rate of any Tax included in the Service Provider's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Service Provider of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

the Party requesting such revision shall promptly (and in any case prior to submission of the Service Provider's final invoice under this Agreement) notify the other Party that such change in law has arisen; and

the Party requesting such revision shall provide the other Party with documentary

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proof of such change in cost to the reasonable satisfaction of the other Party; and the provisions of this Clause 9.7 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

10. TERMINATION

10.1. The Company may, at any time and without cause, terminate all or part of this Agreement by giving no less than [30] days' prior written notice to the other Party.

10.2. In addition, the Company may terminate all or part of this Agreement with immediate effect by written notice to the Service Provider if one of the following circumstances occurs:

if the Service Provider breaches any provision of this Agreement, provided that where remediable, the Company has notified the Service Provider of such breach and the Service Provider has upon receipt of such notice, failed to immediately and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction; or if the Service Provider becomes insolvent or bankrupt or makes a composition or arrangements with its creditors; or

if the Service Provider is wound up or a resolution for its winding up is made (other than for the purposes of an amalgamation or reconstruction whilst solvent); or if the Service Provider has a liquidator, provisional liquidator, receiver, administrator or an administrative receiver or manager of its business or undertaking appointed; or if the force majeure under Clause 14 continues for more than thirty (30) days.

10.3. In the event of cancellation/ termination of all or part of this Agreement for any reason, the Company's sole liability to the Service Provider in respect of such cancellation/ termination shall be to make payment of the Fees properly due under this Agreement up to the date of termination.

10.4. The expiry or termination of this Agreement shall be without prejudice to the rights and obligations of the Parties up to and including the date of expiry or termination and shall not affect or prejudice any term of this Agreement that is expressly or by implication provided to come into effect on, or continue in force after, such expiry or termination.

11. CONFIDENTIALITY

11.1 The Company and the Service Provider shall keep any information which either Party learns about or receives from the other pursuant to this Agreement in strict confidence and will not disclose the same to any third party without the prior written consent of the other Party. The foregoing restriction shall

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not apply in respect of information which the Company requires to disclose for the purpose of performing Services or which was in the possession of the disclosing party prior to this Agreement or which is required to be disclosed by any law, rule or regulation of any governmental agency or court order. The provisions of this Clause shall survive the expiry of termination of the Agreement for a period of 3 years.

11.2 The Service Provider shall not disclose such Information(s) to any potential Subcontractors until such time and in manner agreed by Company in writing. The decision of the Company will be final and binding on the Service Provider in this regard.

11.3 The Service Provider shall use best endeavours to prevent the authorised disclosure of the all information hereunder. Where any information is required to be disclosed under Clause 11.1, the Service Provider shall give prompt notice to the Company and shall use its best commercial endeavours to limit the extent of any such disclosure.

12. NOTICES

12.1 Any notice or other communication required or given under this Agreement shall be delivered in writing either by hand or by courier, registered mail with acknowledgment due, or fax to the address of the relevant Party set out in the Agreement (or such other address as may be notified by the relevant Party from time to time).

12.2 If a notice is delivered by hand or courier during normal business hours of the intended recipient it shall be deemed to have been received at the time of delivery otherwise on the next business day of the recipient. A notice sent by facsimile shall be deemed to have been received at the time when the sender's facsimile machine acknowledges transmission provided however that if the time of acknowledgement of transmission is after 5.00pm on a business day of the recipient it shall be deemed to have been received on the next business day of the recipient. 12.3. All notices or other communications between the Parties shall be in the English language.

13. GENERAL LEGAL PROVISIONS

13.1 The Company shall be entitled to assign this Agreement to an affiliate/subsidiary or on giving written notice to the Service Provider. Save as aforesaid, the Service Provider shall not be entitled to assign this Agreement or any part or any benefit or interest in or under it without the prior written approval of the Company which the Company may at its sole discretion accept or refuse.

13.2 This Agreement shall not be amended or modified except by mutual agreement in writing between the Parties.

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13.3 This Agreement and the all Schedules and Attachments annexed hereto contains the whole agreement between the Parties relating to the subject matter of this Agreement, and supersedes any previous understandings, commitments, agreements or representations in respect of the subject matter. No terms or conditions endorsed upon, delivered or contained in Service Provider's quotation, acknowledgement or acceptance of the Agreement, specification or similar document will form part of the Agreement and Service Provider waives any right it otherwise might have to rely on such terms and conditions. No variation to any terms or conditions of this Agreement shall be valid unless expressly agreed in writing by both parties.

13.4 No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Agreement shall be interpreted as a waiver of such terms and conditions.

13.5 Nothing in this Agreement shall, or shall be deemed to, create an agency, a partnership or a relationship of employer and employee between the Parties. For the avoidance of doubt, nothing in this Agreement shall prevent or restrict the Company from entering into parallel Agreements with other parties for services similar or related to the Services.

13.6 Unless otherwise specifically stated, both the Company and the Service Provider shall retain all rights and remedies, both under the Agreement and at law, which either may have against the other.

13.7 Each Party represents and warrants to the other that (i) it has been duly registered and organised and is a validly existing legal entity under the laws of the jurisdiction of its incorporation and that it has full power, authority and capacity to enter into and to carry out its obligations under the Agreement and (ii) by performing the Services it will not be in breach of any other Agreement, agreement, license or permit or in violation of any law and (iii) it shall at all times act in accordance with applicable laws and regulations.

13.8 The Service Provider shall comply with all safety instructions of the Company consistent with the provisions of the Agreement including, without limitation, the safety instructions of any of the Company's other Service Providers. Such instructions shall, if the Service Provider so requires, be confirmed in writing by the Company's Representative, so far as practicable.

13.9 The Service Provider shall not be entitled, without the written consent of Company, to make any news release or public announcement concerning the subject matter of the Agreement or to refer to the Company, use its name or logo, in print or electronic forms for marketing or reference purposes.

13.10 If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability

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without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

13.11 The provisions of this Agreement are solely for the benefit of the Parties. No other person are intended to have, nor will have, any rights whatsoever, under this Agreement, whether for injury, loss or damage to person(s) or property or for economic loss.

13.12 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will constitute one and the same instrument.

14. FORCE MAJEURE

14.1 Neither the Company nor the Service Provider shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence such as any (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection and civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 14 and which is beyond the reasonable commercial control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against.

14.2 In the event of a force majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify the other party without delay giving the full particulars thereof and shall use reasonable endeavours to remedy the situation without delay.

14.3 Save as otherwise expressly provided in the Agreement, no payments of whatever nature shall be made in respect of a force majeure occurrence.

14.4 Following notification of a force majeure occurrence in accordance with Clause 14.2. the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

15. BUSINESS ETHICS

15.1 The Service Provider shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.

15.2. The Service Provider shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Service Provider undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to

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show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Service Provider, or his partners, agent or servant or any one authorized by him or acting on his behalf. The Service Provider undertakes that in the event of use of any corrupt practices by the Service Provider, the Company shall be entitled to terminate the Agreement forthwith and recover from the Service Provider, the amount of any loss arising from such termination. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider.

15.3. If at any time during execution or performance of this Agreement the Service Provider is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connected with such employee, the Service Provider must report the same immediately at sgl.whistleblower@vedanta.co.in.

15.3. The Service Provider agrees to comply with the provisions of the Company's Code of Conduct including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

15.4. (a) The Service Provider agrees to comply with the provisions of the Company's

Supplier Code of Conduct and the Company's Human Rights Policy including the Modern Slavery Act and in case of breach thereof, the same shall be treated

as a breach of this Agreement.

(b) The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under Clause 15.4(a).

15.5. The Company shall have a right to initiate "audit proceedings" against the Service Provider to verify compliance with AB&C requirements. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Service Provider shall extend full cooperation for smooth completion of the audit mentioned herein.

15.6. Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith in case, it is found that the Service Provider has failed to comply with AB&C requirements.

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15.7. The Service Provider may submit/report 'Complaints' pertaining to any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy.

External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

Post review, if the complaint is found to be have been made with malafide intention, stringent action will be taken against the complainant. We encourage reporting genuine 'Complaints' and those submitted in true faith.

All the 'Complaints' under this policy should be reported to the Group Head-Management Assurance at the following address:

Group Head - Management Assurance,
Vedanta, 75 Nehru Road
Vile Parle (E), Mumbai 400 099

'Complaints' can also be sent to the designated e-mail id:
sgl.whistleblower@vedanta.co.in

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of [Local Jurisdiction in Goa], India.

16.2. Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

- (i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than ₹ 50,00,000 (Rupees Five Million Only) and in any other event by a forum of three arbitrators with one arbitrator

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nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.

(ii) The language of the mediation and arbitration proceedings shall be English.

17. STATUTORY REGULATIONS/LABOUR LAW & USE OF SAFETY PPE's etc:

a. The contractor will be required to observe all the statutory Rules & Regulations as applicable to such type of jobs strictly. If any amount becomes payable by SESA GOA IRON ORE as a result of any violation/non-compliance of term of any statutory Act, rules & regulations, the same shall be recovered from the contractor's bills and/or security deposit and/or otherwise or from any other sum due or owing to the contractors.

b. The contractor shall employ and pay his staff in accordance with all statutory regulations as may be applicable to such employment in Owner's premises.

c. The contractor shall confirm to all the Labour Laws governing the workmen engaged by directly or through a sub-contractor and implement the provision of Factories Act/ Mining act (as the case may be), P.F. Act, Bonus Act, Gratuity Act, Minimum Wages Act, Payment of Wages Act, Workmen Compensation Act, Contract Benefit Act, Contractor Labour Regulation & Abolition Act, Motor Vehicle Act and all other Acts applicable. Rules and regulations framed there under and also provisions of any other acts as may be applicable to the Owner's premises or his workmen.

d. Contractor will provide canteen facility as applicable to his workmen/labours. Contractor shall avail the Canteen facility available in the premises for their workmen/labours and proportionate subsidy will be borne by the contractor.

e. The Contract will engage only those workers to execute the contract awarded who are medically fit to execute the work.

f. The Contractor shall submit Form 30, certified by a govt. doctor/dispensary proving the Medical Fitness of all his workers engaged for the contract, at the time of getting the Gate Passes for them.

g. The Contractor shall ensure that all his workers engaged under the contract shall undergo the PME as scheduled by SESA GOA IRON ORE.

h. The contractor shall cover all the workers engaged by him against the risk arising out of any accident/injury during and in the course of employment in accordance with provisions of Workmen Compensation Act, 1923, and he shall only commence the work on production of documentary evidence in support of the above.

i. The contractor shall supply an identity card to each of the worker engaged by him.

j. The contractor shall notify to the Owner regarding rate of wages paid by him to the workers prior to the commencement of the work. The same along with the working

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hours, weekly holidays should also be displayed in the local language known to the workers at the place of work in legible condition.

k. The contractor shall ensure the age of workmen and the contractor shall not engage any child Labour in any work. Contractor shall ensure not to employ child labour i.e. less than 18 years of age.

l. The contractor shall take all necessary steps and precautions to ensure that his workers and employees posted for the work under the terms of the contract, shall work within the Factories Act or Mining Act (as the case may be & applicable) and all other acts and rules and regulations framed there under and shall also maintain necessary records and responsible to the company's engineers/officials in this regard.

m. The contractor shall intimate the report of accident, if any occurring in the course of scope of employment within one hour from the occurrence of accident to reporting officer In- Charge. .

n. The contractor shall maintain and produce relevant record as per the provisions of the aforesaid act, rules and instructions, on demand from statutory authorities or from the authorized concerning officers of the company and any failure on the part of the contractor in this regard will be deemed as violation of the contract and shall also file returns/reports to concerned statutory authorities.

o. Contractor will provide helmet, safety shoes, other safety PPE's and apparatus as required of approved quality by owner's safety dept to the workers deployed by him for this work. The contractor shall comply with all Safety Rules and Regulations laid down under the Factories Act, 1948 and Rajasthan Factories Act 1951. The violation of the same will not be allowed and noncompliance will attract penalty fixed by the department concerned and/ or failure on the part of the contractor in this regard, will be deemed as violation of contract. Management reserves the right to cancel work order under such circumstances.

p. If any amount becomes payable by the owner as a result of any claim or applicability of the provisions of the said acts and any other legislation and rules/regulations there under, such amount shall be recovered from the Contractor by Owner.

q. Persons engaged by the contractor in connection with the performance of the contract, shall be employees of the contractor and if any claim shall be lodged against the Owner in respect of non-payment of wages etc. of any description, due from the contractor in the discharge of his duties to his employees, such amount will be recovered from the contractor.

r. In all the workmen compensation insurance policies, the "Principal's Interest Protected" should be covered specifically as a clause in the policies issued.

s. The eligible contractor will have own code for PF & ESIC to complete all the formalities required under P.F. and E.S.I. rules before taking up the job. After completing these formalities only, the work will commence.

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t. In case of failure on the part of the contractor to make the payment to its labor/ to pay dues like PF, ESI, EDLI, Final settlement etc. in time, SESA GOA IRON ORE shall be at liberty to make payment of the same and besides the amount involved, administrative charges for the time spend in working out and making payment of the liabilities at actual plus penalty and interest at the sole discretion of the management shall be levied and deducted from any pending bills or from the any other amount payable to the contractor.

u. The contractor shall employ in and about the execution of the work only such persons as are skilled and experienced in their respective trades and the officer in charge/ Reporting officer shall be at liberty to object to and require the contractor to remove from works any person employed by the contractor in or about the execution of the works who, in the opinion of the reporting officer, misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the reporting officer.

v. The contractor shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to owner and to the general public.

w. The female workers shall not be allowed to work in the vicinity of moving machinery in the plant area.

x. The Contractor shall employ such labour on the works of the Principal Employer who have educational qualifications, age, experience and medical standards as per mutually agreed specifications. The Contractor shall employ required number of competent and qualified Supervisors to "supervise and control" his workmen, to take attendance of labour, to disburse payment of wages and to do such things as are necessary to maintain discipline among workers. The Contractor shall have the sole discretion to decide on engaging, rewarding or terminating the services of his workmen.

y. CONTRACT LABOUR EMPLOYED IN THE FACTORY PREMISES: The Contractor shall observe all provisions of the Factories Act, including in respect of Working hours, Holidays, Rest intervals, Spread over, Leave and Over-time to his Contract Labour. All payments, as due and admissible under the law in this respect shall be his sole responsibility.

z. WOMEN CONTRACT LABOUR: In case of necessity & specific permission from owner, Contractor employing women as contract labour, he shall discharge his obligations under the law in respect of such women workers such as:

- " Equal wages for equal work.
- " Prohibition of engaging them during night hours.
- " Prohibition of employing them for more than 9 hours per day.
- " Provision of Crèche facilities.
- " Grant of Maternity Benefits admissible as per law.

aa. INTER-STATE MIGRANT WORKMEN: The Contractor shall not employ any Inter-State Migrant Workmen as defined in the Inter-State Migrant Workmen Act in the establishment

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without due information to the Principal Employer. He shall furnish immediately all details in respect of such labour.

18. SAFETY:

- a. The Contractor shall follow in letter and spirit the SESA GOA IRON ORE's safety policy, if not available contractor shall collect the same and this shall not be an excuse for violation) and shall ensure that safety measures as recommended and stipulated in the Policy are adhered to and shall take all safety pre-cautions while work is under progress and also ensure that the labour do not indulge in any unsafe and hazardous practice.
- b. Contractor shall ensure that PPE such as safety Helmet, Gloves, Safety shoes, Full body harness, safety net, fall arrester and any other PPE as may be required for safe execution of job are provided to the workers engaged and the same are strictly used during execution of the job. In case any worker is found violating this condition and moving in the plant without mandatory PPE's or carrying out the work without personnel protective equipments as listed in work order SESA GOA IRON ORE reserves the right to cancel the Gate passes/Blacklisting of the worker involved.
- c. Contractor shall ensure that safe working conditions are maintained. All PPEs provided by the Contractor to his workers should be ISI marked. Specifications and Make should be approved by SESA GOA IRON ORE. Any safety appliances, if needs to be issued to contractor, shall be issued on chargeable basis and the amount shall be deducted from the contractor's bills.
- d. Party shall submit and get approved safety measures to be taken for height jobs.
- e. The work should be started only after obtaining Work Safety Permits from the concerned Engineer-in-charge before commencing the job & executed under strict safety precautions and supervision of authorised and experienced supervisors. Dedicated supervisor has to be deputed at each work site. Supervisors experience credentials are to be submitted and only authorised supervisors should take the work permit.
- f. Only duly tested tools, tackles & appliances as per statutes in force shall be used & a copy of their certificate shall be submitted to our Safety Department. The contractor will make the arrangement of his work in such a manner so that it does not become obstruction to any other activity, which is going on around it. Any injuries to human beings / property damage on account of negligence will be at the cost of Contractor.
- g. The Contractor will be responsible of reporting all minor/major accidents/near misses/unsafe conditions to the HOD, Safety Department and HR at the earliest. In

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case of Accident minor/major the injured should be taken to the plant dispensary immediately.

- h. The contractor shall observe safety rules as laid down under the Factory Act, 1948 and Rajasthan Factory act 1951 or any other state/central law/regulation. The owner has the right to object to unsafe practice as followed by the contractor and direct him to carry out the job in a manner as considered safe. The contractor shall be solely responsible for the consequence/penalties arising out of non-compliance or violation of safety rules/regulations.
- i. In case of any reportable accident involving Contractor or his workman and if the investigation proves that accident has taken place due to violation of any safety norms or due to unsafe action performed by staff during execution of job, SESA GOA IRON ORE LIMITED- SESA GOA IRON ORE reserves the right to impose a penalty up to 2.5% of the Contract value, subject to a minimum of Rs.5000/- .Further SESA GOA IRON ORE reserves the right to terminate the contract and get the job executed through another contractor at your risk and cost.
- j. All Hydra Cranes working in the premises should be equipped with following mountings: -
 " Wheel guard must be provided on all tyres of the hydras.
 "To have clear vision of hydra operator on operation, only Front Cabin type (Escort - TRX series or equivalent) of desired capacity need to be deployed.
 "Beacons with audible sound should be fitted on all hydras so that the passerby can be kept alerted while hydra is moving.

19. INSURANCE

- a. The Contractor shall be solely responsible for all equipment and materials installed/used by it for execution work covered in the Contract, and will obtain a comprehensive liability insurance cover at its own cost.
- b. In case of any damage, loss, pilferage of equipment and materials, the Contractor shall arrange prompt replacement.
- c. All claims in the insurance policy shall be lodged and pursued by the Contractor solely and the Owner shall have no liability in this regard.
- d. Before commencement of the work, the Contractor shall ensure that all its employees and representatives are covered by suitable comprehensive insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract as to cover all risks including but not limited to " Workmen Compensation Insurance Act & Rules made there under and with endorsement of PRINCIPAL'S INTEREST PROTECTED" clause. This insurance coverage shall continue during the entire period of Contract. At the request of the Owner, the Contractor shall

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furnish to the Owner the relevant policy and premium receipt in respect of the said insurance.

e. The risk, cost and consequence of the Contractor's failure to arrange for insurance coverage as specified above shall to be solely to Contractor's cost and account and Owner shall have no liability whatsoever thereof.

20. MINIMUM WAGES

The contractor shall comply with the provisions of minimum wage payment to his workmen/ manpower employed as applicable to such category.

21. ENTRY IN PREMISES & PAYMENT OF CONTRACT LABOUR

a. The Contractor shall be an independent Contractor under these presents. Any and all workmen and laborers hired for providing services under this Contract shall remain solely on the roll of the Contractor and shall not at any time claim employment with the Owner. The Contractor shall be responsible for compliance of all relevant Labour and industrial laws, rules and regulations. Contractor shall ensure that all the workmen deployed are of good conduct and morale. Contractor shall arrange to obtain necessary gatepasses from HR Deptt., on application duly completed in all respects. Contractor shall make wage payment subject to minimum wages as stipulated on monthly basis to its Labour/workmen on the 7th date of following month in presence of representative of HR dept. and obtain No-Objection certificate for submission along with bills to Reporting Officer for processing of payment.

b. Contractor shall not employ any other contractor's employee at owner's site without having an appropriate NOC from the respective contractor & notifying to Reporting Officer. The Contractor shall have necessary Police verification of the labour being employed or engaged by him.

22. CONTRACTOR'S OFFICE AT SITE:

a. The contractor shall provide and maintain an office near to Site for the accommodation of his personnel and staff and such office shall be open at all reasonable hours to receive instructions, notices or other communications. He has to intimate address and telephone/ Fax No. to reporting officer in writing. Contractor's representative shall remain in close contract with the office of reporting officer for day to day operation/ execution of the work as per contract.

b. Vacating the Owners Premises: The Contractor shall vacate the Owners premises and remove all his equipment, material etc. within 7 days of notice by the Owner under the following circumstances: -

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- " Expiry of Contractual period and
" Termination of contract as per provisions of contract.

In case of Contractor's failure to vacate the premises within 7 days of notice as specified in Article above, the Owner reserves the right to dismantle or get it dismantled his site facilities and remove all equipment, material etc. and recover the expenses incurred thereon.

c. Site Clearance:

"Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

"Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish, temporary facilities and debris of any kind from the Site and dispose it at the designated area with proper levelling and dressing and shall leave the Site and Facilities clean and safe.

23. SUB CONTRACT

- a. The Contractor shall not engage any sub-contractor without the specific permission in writing from the Principal Employer.
- b. Where so permitted, he shall furnish an Indemnity Bond to the Principal Employer indemnifying the Principal Employer from any action of his sub- contractors involving breach of any legal practices and company procedures.
- c. Contractor shall not be relieved form any obligation under this contract by entering into any subcontract and Contractor shall be responsible for the acts, defaults and neglects of any Sub-contractor, its employees, agents, representatives, servants, or workmen as fully as if they were the acts, defaults or neglects of Contractor, its employees, agents, representatives, servants or workmen.
- d. Transfer, Assignment and Sub Letting: The contractor shall not sub-let, transfer or assign this contract or any part thereof (or any benefit or interest therein and there under) without written consent of SESA GOA IRON ORE. But such consent of SESA GOA IRON ORE, if given, shall not relieve the contractor from any liability or obligation under this contract and the contractor shall be responsible for all acts, defaults and neglects of the subcontractor, his agents and employees fully as if these are the contractor's own acts.

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24. PENALTY FOR COMPLIANCE VIOLATION

The Service Provider shall ensure that the Service Provider and its employees/representatives/agents, in performing their obligations under this Agreement, comply in all respects with all relevant laws, statutes, regulations and orders for the time being in force. In the event the Service Provider fails and/or defaults to comply with the statutory provisions, within the stipulated period, with respect to, but not limited to, payment of wages to the workmen, contributing towards the PF and ESI, filing of returns, etc. and/or if the Service Provider fails and/or defaults to comply with the statutory provisions with respect to, but not limited to, working hours, overtime, etc., the same shall amount to a breach of this Agreement and the Company shall at its sole discretion and after giving notice to the Service Provider forfeit the following amounts (with an objective to ensure no non-compliance of the statutory provisions) from the monthly invoice value of the Service Provider, in the following manner:

i. If the Service Provider has 100 or more than 100 workmen: Rs. 50,000/- or 5% of the monthly invoice value (whichever is lower); ii. If the Service Provider has 50 or more than 50 workmen: Rs. 25,000/- or 5% of the monthly invoice value (whichever is lower); iii. If the Service Provider has less than 50 workmen: Rs. 10,000/- or 5% of the monthly invoice value (whichever is lower).

The said amounts recoverable from the Service Provider in terms of this clause shall be applicable independently for each instance of failure and/or default and the repetitive occurrences of such failure and/or default shall entitle the Company to terminate this Agreement at its sole discretion, without giving any notice to the Service Provider.

Provided that if the Company is held liable for such non-compliance of the Service provider by any statutory authority and the amount of fine, penalty, etc. imposed on the Company by the said statutory authority is more than the amount recovered or recoverable from the Service Provider under this clause, then the Company shall also have the right to recover such excess amount of the fine, penalty, etc. from the Service Provider.

25. VEDANTA SUSTAINABILITY CLAUSES

1) Health, Safety and Environment (HSE) Systems

Designation of Supervisor: The Contractor shall specify one of its employees as the Site HSE Supervisor who shall be responsible for attending HSE matters at all levels at the site of work, including emergency response.

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Attendance of contractor: The contractor shall ensure that its site HSE supervisor is present at the place of work and performs supervisory functions at all times whenever four or more workers of the contractor or its sub-contractors are present at the place of work.

Statutory Compliance: Contractor shall identify, document and comply with all pertinent Health, Safety and Environment (HSE) laws and regulations, approvals, licenses and permits which are applicable to the services and conduct of activities.

Contractor shall conduct internal inspections and record to ensure full implementation of requirements and compliance with the system at the site. Contractor shall provide documentary evidence that it has complied with the system, on company's demand.

Contractor Site Management Plan: The contractor should comply to plan submitted by him in his bid document on how to manage and improve the work site. 2) Hazard and Risk Assessment

Pre and Post Job Safety Assessments: Contractor is responsible and accountable for ensuring effective procedures and assessment systems are in place to meet all HSE conditions.

Prior to the commencement of any operation / activity, Contractor must undertake a hazard and risk assessment, such as a job safety analysis or job risk analysis including control and mitigation process. The risk assessment should cover the following aspects of workplace:

- " General Safety and Environmental Management Procedures
- " Waste Disposal
- " Equipment Decommissioning
- " Water Discharges
- " Material Storage / Spills
- " Storm Water Management
- " Use of Asbestos, Lead, CFCs and other objectionable chemicals.
- " Hot working, gas welding , etc
- " All electrical works
- " Work at heights including scaffolding
- " Demolition
- " Construction work of any kind
- " Transport management
- " Tank cleaning or testing
- " Confined space, etc

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3) Awareness, Competency and Behavior

"Awareness: Before commencement of any Services, Contractor shall at its own expense ensure that Contractor's Personnel have been given the necessary HSE training including training in hazard identification, risk analysis, safe working behavior etc. The HSE training shall include a briefing explaining the nature of the part of the Services they will be performing, a job safety analysis and description of the hazards, which may be encountered during the performance of the particular tasks, which they are required to perform. During such training, Contractor shall emphasize the fact that each person has an obligation to stop an act or task if it is unsafe.

"Contractor shall ensure that Contractor's Personnel attend refresher courses to maintain familiarity with current procedures. Contractor shall provide evidence of completion of all training and competency assessments upon request by Company.

"All Contractors' Personnel arriving on the site shall attend the Contractor's or Company's HSE inductions including a review of the site's safety procedures including Permit to Work and evacuation.

"Contractor shall ensure safety meeting schedule, including but not limited to pre shift safety meetings, safety toolbox meeting, safety committee meetings and management review meetings.

"Competency: The contractor shall ensure that all of its supervisory personnel performing work possess any specific competencies or qualifications, experience, responsibility and authorities required by applicable occupational health and safety laws, and shall provide proof of same satisfactory to company upon request.

"Behavior: The contractor should provide adequate guidance so that contractor's personnel works to reduce workplace incidents and improve safe performance at all times. The contractor shall ensure that his staff conducts in a fit and proper manner whilst on site. Failure to do this may result in the removal or exclusion of such persons from the site. 4) Change Management:

If there is a change in site supervisor and contractor management personnel, it shall be notified to designated contractor manager as a part of Management of Change (MOC) process. This also includes reassess hazards and risk where the changes occur to the work scope, plant and equipment and the working environments.

5) Incident Reporting

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"Reporting: Any accident, injury, near misses, fire, explosion, spill of chemicals, environment degradation etc involving Company or Contractor's personnel, property or any third party property shall be reported immediately to Company, irrespective of whether injury to a person or damage to property or equipment resulted.

"Access to site: If Company exercises its right to conduct its own investigation; Contractor shall provide Company with all reasonable assistance to allow & to complete its investigation.

" Learnings: Contractor shall implement the learnings from incident to prevent a recurrence. Contractor must share lessons learned with Contractor's Personnel. 6) Safety Interaction

The contractor must conduct regular safety interactions of its Personnel in accordance with the Company's safety interaction process. The number and frequency of safety interactions to be performed will be at the discretion of the Company Representative. Quality assessments of the safety interactions will be undertaken by the Company's HSE Personnel.

The Service Provider must conduct investigations into incidents, accidents and injuries by its Personnel or involving its equipment and property in accordance with the Company's incident investigation process. Action items must be created to prevent recurrence and be closed out before due dates. 7) Emergency Drills

Contractor shall participate in emergency response drills to test the effectiveness of its emergency procedures and equipments and the knowledge and proficiency of Contractor's Personnel.

Contractor will provide with their emergency response plan (ERP) which must be adoptable to suit the site.

8) Cardinal Rule* Contractor shall ensure that all Contractors' Personnel follow the six safety Cardinal Rules. The rules are:

- Mandatory and Job Specific PPEs must be used
- No person shall enter the plant / mines under the influence of alcohol or drugs of abuse
- Always fasten seat-belt while travelling
- Do not over-ride and interfere with any safety features / devices

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- Follow permit to work system
- Immediately report all incidents to management

On violation of Cardinal Rules, yellow card will be issued to the concerned personnel and disciplinary action will be taken which may result in suspension of personnel also.

* (Cardinal Rules may vary from company to company or from Division to Division or updated from time to time, applicable rules should be followed) 9)

Personal Protective Equipment

Contractor shall, at its own expense, supply Contractor's Personnel, where required, in connection with the safe performance of the Services, with adequate protective clothing and other protective equipment including first aid which shall be maintained in good condition or replaced, and shall be worn at all times where required to manage potential injury hazards associated with a work activity under this Contract.

Contractor shall ensure that his personnel have been trained in the correct use and application of PPE. All such training shall be documented and available to company on request. 10) Equipment, Tools, Tackles and Resources

Contractor shall ensure that all plant, tools and equipment used by Contractor's Personnel in the performance of the Services are suitable for use for the particular task or tasks for which they are to be used, are maintained in safe and operable condition and that users of the plant, tools and equipment are trained, experienced and where necessary, licensed and certified to operate them.

Contractor shall maintain a register of all lifting equipment and tackle. Contractor shall, upon request, provide certification of inspection within the previous twelve months for all cranes and lifting slings and tackle before the equipment is used for the Work, and/or shall carry out such tests and inspections as are requested by applicable regulatory authorities. Safe Working Load (SWL) and radius charts shall be available for all lifting equipment and shall be marked on the equipment. Contractor shall ensure pre-inspection of lifting tools tackles including wire rope slings, clamps, shackles, hooks etc. before taking up the job. Company reserves the right to require, Contractor to inspect any lifting gear that does not meet the requirements stated above. All equipment shall be stored and operated in accordance with the manufacturer's specification and guidelines.

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Contractor shall maintain up to date copies of all tests and maintenance certificates relating to cranes, lifting beams pulley blocks and lifting gear, and shall make them available to the Company upon demand.

All tools & tackles required for the execution of the job shall be arranged by contractor. Also a periodic audit would be undertaken to assess the condition of such tools and tackles.

While using their equipment and carrying out any job, if any equipment / installation belonging to company or any other agency at site is damaged by contractor, it will be made good at the risk and cost of contractor.

Detailed risk assessments shall be conducted for all equipment to identify all foreseeable hazards and determine the most appropriate controls to mitigate the risks associated in using in accordance with HSE laws and regulation.

Vehicles operating in company premises shall observe all parking and speed restrictions, road signs and traffic rules as per company policy. 11)

Material Safety Data Sheets

The contractor shall maintain, at the job site, Material Safety Data Sheets for all hazardous materials and products taken onto the job site.

Products are stored in appropriate containers clearly labeled prior to sending to site, all hazard substances are risk assessed to determine their safety requirements and suitability for use.

2 12) Safety Policy & Work Permit

I). Safety Policy

Vedanta group of companies and it's Contractors share the responsibility for attempting to ensure that no person/people are harmed as a result of construction, fabrication, erection, maintenance or related activities. As a consequence, Vedanta group requires that contractors operate safely and in accordance with the appropriate legislation and Vedanta group Environmental Health and Safety guidelines as documented in safety manual. Contractor shall obtain copy of Company's Safety Manual from Company's Authorised Representative/ Engineer, before starting the work.

II). Safety Work Permit

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The Contractor shall obtain necessary safety work permit(s) from the Company's Authorized Representative/ Engineer, before starting the work. All such safety permits once issued to the Contractor shall be available at the work site for inspection, as and when required. Format for safety work permit is available with the Company's Authorized Representative

III). Safety Requirements

a. The Contractor shall ensure that all work undertaken by the Contractor conforms to the requirements of all existing statutory laws and regulations in matters of health, safety and environmental protection

b. The Contractor shall ensure that all work undertaken by the Contractor conforms to the requirements of all existing statutory laws and regulations in matters of health, safety and environmental protection

c. The Contractor shall carry out regular safety inspection of all the equipment, tools and temporary works used by him at Site as well as of the work site and satisfy himself that all safety measures are being properly maintained. He shall also arrange to carry out load tests on erection equipment and tools from time to time through authorized agencies and maintain records of the test results.

d. The Contractor shall promptly notify the Company's concerned Authorised Representative of any accident, which occurs at the Site, major or minor, whether or not affecting person & property; which resulted or could have resulted in an injury or damage to the property, and shall actively assist the Company in resulting investigations, if any

e. The Contractor shall intimate to the Company's Authorised Representative before commencing work, the name of a 'key person' from his organization who shall (a) be fully responsible for safety of persons and (b) ensure safe practices during the execution of the Contract.

f. The Contractor shall ensure that at least one of his Safety Manager is always present at the work site during execution of works. This Safety Manager will take full responsibility for safe work practices including good housekeeping. In case of any violation of safety procedures or any unsafe acts are performed by the Contractors personnel, Company reserves right to penalise the Contractor and also demand replacement of the Safety Manager.

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g. Contractor shall follow the site Permit to Work (PTW) system for carrying out hazardous activities that includes following (but not limited to) activities. The contractor shall not perform any of such activities without first obtaining and displaying the applicable work permit at the project site:

- I). Hot work
 - II). Confined space entry
 - III). Working at height
 - IV). Breaking into piping
 - V). Lockout / Tagout / isolation etc.
 - a. Excavation or drilling into the ground or a concrete building slab using powered equipment
 - I). Hazardous substance handling, etc.
 - II). Excavation / trenching
 - III). Chemical management MSDS's IV).
- Any government related permit

13) Health and Fitness

Each contract employee shall undergo a pre-employment medical check and periodical medical examination (PME) as per the company guidelines by a company approved doctor/ medical personnel and cleared for the type of work he/ she will undertake, prior to the commencement of work.

Contractor shall ensure that all Contractors? Personnel are able to perform the essential functions of their respective assignments and shall certify the same to Company if so requested by Company or if required by law. Contractor's medical assessment process shall equal or exceed the requirements of Company's medical assessment procedure.

Contractor shall ensure health assessment, monitoring and management of contract personnel exposure to noise, dust and other physical hazards that have the potential to be harmful to health.

14) Disease

Contractor shall ensure that any of Contractor's Personnel who exhibit any symptoms of any severe infectious disease that is communicable by air or surface

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contact immediately make appropriate arrangements to be medically assessed and removed from the Site until they have received medical clearance and can provide proof of such clearance. 15) Hygiene and Housekeeping

Contractor shall ensure that Contractor's Personnel maintain high standards of hygiene and housekeeping on the Site. Contractor shall conduct routine hygiene and housekeeping inspections on the site to ensure that standards are maintained.

Contractor shall collect and segregate scraps generated by their activities or services by creating separate bins and finally deposit or utilize as per the directions of COMPANY.

16) Environment Protection

Contractor shall ensure proper collection and storage of used oil and waste oil generated at site. The used oil and waste oil collected so shall be disposed off in compliance to law. Any oil / grease soaked cotton waste would be collected from site of work and suitably disposed as per the guidelines.

Contractor shall use appropriate Personnel protective equipments and follow requisite procedure for handling, transportation and storage of Hazardous wastes inside the plant including disposal sites owned by company.

Contractor shall be solely responsible for damage caused to the surrounding / environment during transit.

Contractor shall ensure optimum use of water, energy and other resources while providing services and also work for loss prevention in the form of leakages, spills, overflows, wastages etc

Contractor shall be solely responsible for the legal actions that may be initiated consequent to environmental hazards as aforesaid.

Contractor would ensure that spillages, leakages and overflows etc are attended immediately on notice or on intimation. 17) Smoking

Contractor's Personnel shall not smoke at the work site except within designated smoking areas.

18) Contractor Accommodation

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Where the Contractor's Personnel provides accommodation for contract workers, the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. In particular, the provision of accommodation shall meet national legislation and shall have the minimum following:

- " Provision of sanitary, laundry and cooking facilities and potable water
- " Safe location w.r.t health, hygiene and fire risks.
- " Provision of first aid, medical facilities and proper ventilation.
- " Building material shall be suitably inflammable, have smoke and fire alarms fitted and include other safety checks to prevent fire.

19) Clearance of Site

On a continuous basis consistent with Good Industry Practice during the progress of the Works the Contractor shall clear away and remove pursuant to the directions of the Owner from the Site all scrap, debris, other waste materials. The Contractor shall, leave on the Site for the Owner such temporary works as instructed by the Owner, free of charge.

The Contractor shall at all times and particularly after completion of the Works, keep the Site and the Facility in a clean, safe and workman like condition and shall dispose of all rubbish (other than hazardous materials or other materials which may contaminate ground-water, for which other arrangements shall be made by the Contractor) in accordance with Good Industry Practice.

20) Removal of unsafe Workers

The contractor shall document any identified instances of noncompliance with safety requirements by its workers and subcontractors. Where any worker or subcontractor breaches safety requirements and thereby presents a threat of serious injury or death to any person, the contractor shall remove that worker or subcontractor from the project site for the duration of the project.

21) Subcontracting The Contractor shall be able to demonstrate that he has applied selection procedures that ensure that his sub-contractors are demonstrably competent to perform the works safely. The Contractor shall provide to the Location Manager the names of sub-contractors he intends to appoint in advance of entering into a contract with any such sub-contractor. The requirements of this booklet, the contract specification, the contract health and safety plan, the risk assessments and method statements shall be imposed upon sub-contractors by the Contractor. 22) Monitoring

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Compliance check by contractor: The Contractor shall monitor his safety performance and that of his sub-contractors to ensure compliance with standards set in the contract. The frequency of monitoring will be dependent upon the risk profile and number of persons employed.

Root Cause of incidents: All accidents shall be investigated to establish the basic causes and to recommend appropriate improvements in control. Details of all accidents, together with the associated investigation and recommendations, shall be passed to the company as soon as deemed reasonable.

Audit by company: The Company reserves the right to audit all aspects of the management of health and safety on site at any time. Deficiency identified during any inspection / audit shall be entered into an appropriate action register that summarize the deficiency, the required actions, the person to whom that action have been assigned and date by which the action shall be completed.

The contractor shall be responsible to ensure all actions are completed, verified and closed within stipulated timeframes.

Monitoring by company: The Company reserves the right to allocate weightage and set safety KPIs in the contractor's scorecard. The scorecard performance shall be reviewed periodically. 23) Contractor Queries

The queries should be normally directed to company's designate as specified in contract. The site specific "contractor safety management manual" can also be referred for any clarifications when in doubt. The details on specific processes, plants and machineries and related hazards are detailed in this manual.

APPENDIX IV : STANDARD TERMS AND CONDITION FOR TRANSPORT AGREEMENT

This Transport Agreement (hereinafter the "Agreement") made on Purchase Order (PO) Date.

BY AND BETWEEN

Vedanta Limited (Formerly known as Sesa Sterlite Limited / Sesa Goa Limited) / Sesa Resources Limited / Sesa Mining Corporation Limited, a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at Sesa Ghor, 20 EDC Complex, Patto, Panjim - Goa - 403001, hereinafter referred to as (the "Company") which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, shall include its successors and assigns) of the ONE PART;

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AND

Vendor (hereinafter referred to as "Service Provider/Transport Provider", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the OTHER PART.

The Company and the Service Provider/Transport Provider shall be individually referred to as the "Party" and collectively as the "Parties".

AND WHEREAS the Transport Provider has approached the Company and offered to provide such transport services as specified in the Scope of Services of this Agreement detailed in ANNEXURE - II (hereinafter for the sake of brevity referred to as the "Services" and has represented that it has the necessary expertise, infrastructure and experience to efficiently provide such Services to the Company;

AND WHEREAS based on the said representation, the Company has agreed to seek Services from the Transport Provider on a non-exclusive basis as per the terms and conditions detailed herein;

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires, capitalised words and expressions set out in the background section above shall have the meanings set out in that section and the following words and expressions shall have the following meanings:

1.1.1 "Affiliate" shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly;

1.1.2 "Agreement" means this Agreement entered into by and between the Parties hereto together with any and all Annexures, appendices, schedules, addendums and amendments hereto, signed by the Parties and shall be deemed to be read as an integral part of this Agreement.

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- 1.1.3 "Confidential Information" means and shall include, but is not limited to non-public information which is disclosed by either party to the other party, whether or not marked confidential, shall include but is not limited to business policies or practices, business plans, dealings, customer lists or requirements, price lists or pricing structures, technical data, employee or officers' data, product lines, designs, research and development activities and findings, ideas, concepts, know-how, financial statements, discoveries, ideas, concepts, know-how, business methods, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, commercial information and intellectual properties & other non-generic information whether tangible or intangible, written or oral, relating to any released or unreleased concepts, ideas, projects and services, the marketing or promotion of products and any other information received from any source which would be deemed as confidential or proprietary.
- 1.1.4 "Effective Date" shall mean dates as specified in the Purchase Order.
- 1.1.5 "Fees" shall mean the prices and/or rates payable by the Company in respect of the Services and/or as specified in the relevant Purchase Order.
- 1.1.6 "Governmental Authority" shall mean shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority, instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question.
- 1.1.7 "Term" the term of this Agreement is defined in Clause 4 of this Agreement or as specified in the Purchase Order.
- 1.2 In this Agreement:
- 1.2.1 Headings are for convenience only and shall not govern or affect the interpretation of the Agreement;
- 1.2.2 Except where the context otherwise requires, references to one gender include all genders and the singular includes the plural and vice versa;
- 1.2.3 Except where the context otherwise requires, references to any enactment shall include references to such enactment as re-The

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broad allocation of responsibility of the Parties is described in the

Responsibility Allocation Matrix set out in and marked as ANNEXURE-II to this Agreement.

2 APPOINTMENT OF THE TRANSPORT PROVIDER

2.1 The Company hereby appoints the Transport Provider, on a non-exclusive, principal-to-principal basis, for the rendering of the Services. It is expressly understood by the Transport Provider that this Agreement does not confer any exclusive right with respect to the Services to be rendered under this Agreement nor does it confer any exclusive right to the Transport Provider.

4. TERM

4.1 Notwithstanding the date of execution of this Agreement, unless terminated or determined earlier in accordance with this Agreement, the Term of this Agreement shall be for a period as specified in the Purchase order with effect from the Effective Date.

4.2 It is expressly covenanted that any transaction by way of completion of the Services after termination of this Agreement but initiated prior to the termination of this Agreement shall not be construed to be an extension of this Agreement.

5. OBLIGATIONS OF THE TRANSPORT PROVIDER

5.1 The Transport Provider shall perform the Services hereunder with all due skill, care and diligence in a safe, competent, timely, efficient and professional manner as per best industry standards and any specific benchmarks agreed between the Parties. The Transport Provider is not entitled to change the time schedule specified by the Company at any stage. Failure on the part of the Transport Provider to comply with the specifications hereunder or time schedule shall constitute a breach of the terms of this Agreement. The Transport Provider has visited the area and very well understands the ground conditions of the place of service and the periphery area. The Transport Provider acknowledges to deal with the local issues for carrying out the work. It is the responsibility of the Transport Provider to maintain harmonious relations with all stake holders for execution of the job.

5.2 Transport Provider shall at all times ensure proper rendering of the Services hereunder and also ensure necessary training of its personnel being deputed under this Agreement. If the personnel of the Transport Provider are deficient, negligent or in breach of the Company policies as

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applicable while rendering the Services, but without prejudice to the right of the Company to take any such action as is in its sole opinion, the Transport Provider shall take corrective steps immediately to avoid recurrence of such incidents and report to Company about its action plan.

- 5.3 The Transport Provider shall ensure the correctness and genuineness of all or any of the information / data it provides under this Agreement.
- 5.4 The Transport Provider shall comply with all applicable laws, including but not limited to labour laws, industrial laws, welfare and taxation laws as applicable to the Services under this Agreement. The Transport Provider shall maintain all requisite records, registers, accounts books etc., which are obligatory under any law as applicable to the Services hereunder and shall provide any and all information as may be required by the Company either under any statutory provision or otherwise.
- 5.5 The Transport Provider shall inform the Company immediately of any inquiries, questions or issues raised by any authority [including but not limited to any Government Authority (ies)] or officials regarding and relating to the Company, as well as expeditiously notify the Company of any show causes, seizure or similar action and provide copies of any notices, memos, correspondences received from such authority. The Transport Provider shall not unilaterally file any response / reply to such an authority without the prior approval and vetting by the Company.
- 5.6 If any of the personnel of the Transport Provider indulges in misconduct, theft or any unlawful activities, the Transport Provider shall take appropriate action against its erring personnel and intimate accordingly to the Company. The Transport Provider shall also ensure that such incidents do not interfere with continuity of Service to be rendered to the Company. It is understood between the Parties hereto that the Transport Provider alone shall have the right to take disciplinary action against any person(s) engaged/ employed by him, while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the Company.
- 5.7 The Transport Provider or its personnel shall not give or receive any gift or reward in any shape or form which are against the applicable Company policies as applicable from time to time; and also comply with all applicable laws. Any breach of this obligation shall be a material breach of this Agreement.
- 5.8 Transport Provider shall ensure that:
- a) Its employees/ representatives/ personnel under this Agreement maintain a high standard of ethical and courteous behaviour while performing the Services under this Agreement.

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b) The number of trained service staff employed by the Transport Provider is adequate for providing prompt and efficient Services to the Company.

c) Its personnel shall not enter in the functional areas or offices of the Company unless specifically permitted or required.

5.9 The Transport Provider will not use name of the Company in any manner either for credit arrangement or otherwise and it is agreed that the Company is in no way responsible for the debts of the Transport Provider and/or its employees.

5.10 The Transport Provider may not subcontract any of its obligations under this Agreement without the prior written consent of the Company. The Transport Provider shall not be relieved from any of its obligations or liabilities under the Agreement by virtue of any subcontract and the Transport Provider shall be responsible for all Services, acts, defaults or omissions of its subcontractors (and its or their employees and consultants) as though they were the Services, acts, defaults or omissions of the Transport Provider.

5.11 The Transport Provider shall maintain proper and accurate records in relation to the Services and shall provide copies of the same to the Company on request. The Company (or its appointed representative) shall have the right to audit the relevant books and accounts of the Transport Provider in relation to any reimbursable charges paid for by the Company under this Agreement. Any incorrect payments identified by such audit shall be adjusted between the Parties as appropriate.

5.12 The Transport Provider shall provide LCV/ HCV/ Open Trucks/ Taurus/ Tankers/ Mechanical Trailers (the 'Vehicles') as per the Company's requirement for transportation of goods/consignment from Company's works to various destinations located all over India by road on such routes, corridors, and districts and within such geographical area as instructed by the Company from time to time.

5.13 The signing of Company's documents by the Transport Provider's authorized representative or agent would serve as sufficient acknowledgement of the quantity and condition of goods received on behalf of the Transport Provider.

5.14 The Transport Provider shall keep in touch with the Company regarding availability of goods/consignment and place suitable Vehicles for loading round the clock as per requirement/instructions and as per schedule prescribed by the Company. It is clearly understood that the instructions so given or delivered to the representative of the Transport Provider shall be construed as instructions given or delivered to the Transport Provider.

5.15 The Transport Provider shall be responsible for proper co-ordination with concerned personnel at the Company for issue of Challan, invoices, Excise invoice & loading of the goods/consignment. The Transport Provider will also provide necessary assistance at loading and unloading points as required. 5.16

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The Vehicles shall be weighed for tare, gross and net weight at respective consignee locations. The Transport Provider shall obtain the Proof of Delivery (POD) of the consignment from the Consignee, on the Lorry receipt (LR) in the manner specified by Company. This shall include the signature and rubber stamp of the Consignee, receipt quantity/Length, date and time of receipt, shortages, quality etc. The Transport Provider shall obtain clean receipt for the goods/consignment and submit the acknowledged Challan along-with the Invoice.

5.17 The Transport Provider shall be deemed to be entrusted with the custody of the goods/consignment loaded onto its Vehicle at the point of loading, from the time until such time as unloading of the goods/consignment is commenced at the point of final delivery. For the avoidance of doubt the Transport Provider shall be responsible for all goods/consignment that have been loaded onto its Vehicle and the Vehicle itself while such Vehicle and goods/consignment remain on the Company's premises. The ownership of goods/consignment during transit shall remain either with the Company or the consignee, as the case may be, until it is received by respective consignee. The Lorry Receipt of the Transport Provider shall be conclusive proof of dispatch of goods/consignment. However, any loading of consignment without Lorry Receipt shall not absolve the Transport Provider from any liability. Notwithstanding anything contained in this Agreement, the Transport Provider shall be solely responsible for losses arising to the Company due to theft/misuse of Lorry Receipts.

5.18 The Transport Provider shall be responsible for all loss, destruction, damage, contamination or deterioration of or to goods/consignment from any cause whatsoever while goods/consignment is in the custody of the Transport Provider and in the course of transit. The Transport Provider shall take all precautions and positive steps that are necessary to ensure goods/consignment under Transport Provider's charge are protected from loss, shortage, damage, contamination or deterioration and the same is transported and delivered safely to the consignee without any shortage. In case of any contamination, loss/shortage, the entire cost of the goods/consignment shall be recovered from the Transport Provider. The Transport Provider shall have to make good to the Company any loss due to the negligence or failure on his part to take proper and prompt action or to exercise proper vigilance and economy or to comply with the provisions of the relevant acts, rules and regulations applicable in transporting, handling, dispatch of such goods. The Transport Provider shall also be responsible for checking the packing conditions of goods/consignment before he takes delivery of the same for transportation. Once the goods/consignment are accepted for transportation, they shall be deemed to have been handed over by the consignor in good conditions, unless the Transport Providers has pointed out any defects whatsoever at the time of taking delivery from the consignors at the loading points and recorded the same in LR.

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5.19 The maximum payload for road delivery has to conform to the statutory regulations governing vehicle dimensions and gross weights. The Transporter has to comply with General safety and handling details as prescribed by the Company.

5.20 The Transport Provider shall ensure that prior to the Vehicle leaving Company premises or any other location with the cargo, all requisite documents duly filled required to be carried in the vehicle including Company's invoices, challan, road permits, excise documents, declaration forms under sales tax/entry tax/ octroi/customs laws, have been handed over to the driver over his acknowledgement. The driver shall ensure the safe delivery of the same to the consignee and any loss/ penalty imposed due to loss or non-carriage of these documents shall be borne by the Transport Provider. If the Transport Provider losses the documents and fails to hand over the same to the Consignee, the Transport Provider has to file FIR at nearby Police Station and has to submit the same at the destination for unloading of material.

5.21 Vehicles as and when requisitioned by the company will have to be placed by the Transport Provider within stipulated time. If the vehicles are not placed within the stipulated time, Company shall levy penalty of 20% of freight charges of that indent from the running bills/SD from the errant Transport Provider. The decision of Company with regards to the actual losses incurred by Company including the reasonability shall be final and binding on the Transport Provider. 5.22 The weight, measurement and description of goods/consignment mentioned in the challans/packing lists/loading advise/delivery documents/shipment document of Company or the supplier shall besides other documents be the basis for assessing the loss in transit and for recovery of damages compensation thereof. The Transport Provider shall be responsible for any discrepancies found at destination, in respect of weight, measurements, quantities and soundness of the goods/consignment.

5.23 The Transport Provider shall accept the consignment at its own risk and shall be fully responsibility for the losses arising out of damage of the consignment and shall also accept the full responsibility for non-delivery or short delivery of the goods/consignment due to theft, pilferage, accident, fire etc. Any loss to the Company during Transportation shall be at risk and cost of the Transport Provider.

5.24 Ensure that there is no loss to the Company on account of theft, pilferage, adulteration or malpractice by the Transport Provider and/or its agents or employees, during Transportation.

5.25 The Transport Provider shall give only clean and unconditional lorry receipt and remarks like "said to contain" or at "Owner's risk" shall be void and shall be deemed to be unconditional.

5.26 The Transport vehicles shall be in perfect condition and shall have at all times valid Registration Certificates, Certificate of Fitness,

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Insurance, Pollution Certificate, permits etc. as may be required for operating the Vehicles for transportation.

5.27 The transportation is carried strictly in accordance with all applicable Central/State Laws and Rules, regulations made thereunder. The Transport Provider shall ensure that the Transport Vehicle are loaded only to the extent of the permissible limit and shall not overload the vehicle. The Company shall not be in any manner responsible for the penalties action taken by the appropriate authorities for carrying goods in violation of the permissible limits. It is unambiguously agreed upon that the Transport Provider shall be solely responsible to ensure that the goods loaded in the vehicles are not in violation and/or breach of weight and volume limits prescribed in the RTO registration book.

5.28 The Company and/or its Officer(s) shall not be held liable for death, injury or accident or any compensation relating thereto, for any reasons, whatsoever, in respect of any of Transport Provider's workmen/employee.

5.29 It shall be the responsibility of the Transport Provider to provide suitable and well maintained vehicles. It must not offer any suspended or blacklisted vehicle. The interior of the transportation vehicle should be smooth at sides as well as bottom so that the goods do not get damaged in loading, transit and unloading. The vehicles provided will also have adequate number of tarpaulins to cover the bottom, side and top portions of goods to secure them against all possible damages due to rain, storm and cyclone. 5.30 The Transport Provider shall employ or sub-Agreement or use only those drivers who hold a current recognised national qualification with respect to the place of loading, transit and delivery of the goods/consignment. The Transport Provider shall keep adequate records of all such drivers and shall present the same to the Company as and when asked. 5.31 It shall be the obligation, duty and responsibility of the Transport Provider to ensure that the goods are properly loaded, positioned and secured at all times. The Transport Provider shall also be responsible for ensuring that the driver shall check the load for security by testing the lashings for adequate tension immediately after the Vehicle has left the site of loading and thereafter at regular intervals during the Journey. 5.32 Any authorised Transport Provider carrying consignments of Company in the vehicle should not load the consignments belonging to other Transport Provider. In such cases no freight charges shall be paid to either of the Transport Providers.

6. OBLIGATIONS OF THE COMPANY

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6.1 The Company shall provide all the relevant data, guidelines and information(s) necessary to give effect to the scope and purposes of this Agreement and as agreed between the Parties.

6.2 The Company shall make the payments as specified in Annexure III of this Agreement.

7. CONSIDERATION

7.1 All payments / service charges to the Transport Provider under this Agreement shall be made as per the rates specified by the Company as detailed in ANNEXURE - III (hereinafter referred to as "Consideration")

7.2 The Company reserves the right to set-off, deduct, withhold any amounts from out of the payments due and payable by the Company to the Transport Provider under the terms of this Agreement, any other agreement in respect of which the Transport Provider may be indebted or in default to the Company or applicable laws. The Transport Provider shall submit bills of actual work done for payment purposes.

7.3 Subject to 7.2 above and any other deductions as may be allowed as per the terms of the Agreement, the Consideration will be paid by the Company as per the correct invoices raised by the Transport Provider.

7.4 Nothing contained herein shall prevent the Company from deducting tax at source as required under any law or regulation. Apart from the payments agreed between the Parties hereto no other payment shall be made by the Company to the Transport Provider for the rendering of the Services under this Agreement.

7.5 Transport Provider shall be responsible for complying with all applicable laws including labour, welfare, taxation and other laws.

7.6 Except as specifically provided under this Agreement, the Company shall not be liable in any manner whatsoever to pay any monies by whatever name called to the Transport Provider or any other party for any reason whatsoever under any head whatsoever.

7.7 BANK GUARANTEE/SECURITY DEPOSIT - As specified in the Purchase Order

8. MODE OF TRANSPORT

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- 8.1 The Transport Provider shall only transport the goods by the mode as specified by the Company. If it is found that the Transport Provider transports the goods by mode other than the one specifically agreed there, the Company shall be entitled to forthwith forfeit the payment for set transportation and shall have a right to terminate the Agreement at its sole discretion.

9. LOADING/ CLUBBING

- 9.1 Without prejudice to the generality of the Transport Provider's obligations under

Clause 1 of this annexure, it is the absolute responsibility of the Transport Provider and its drivers, servants, agents specifically to ensure that any vehicle and all necessary tackle and facilities for securing loads to the vehicle presented for loading are suitable for carriage of the load; that the Vehicle is not overloaded and is not subsequently overloaded and that the load is properly and safely positioned and secured.

- 9.2 In any case where a load is placed on a Vehicle otherwise than in the presence and under the direction of its driver must before moving it inspect the Vehicle and be satisfied that the load is positioned and secured properly.
- 9.3 If a driver is not satisfied that a load is properly distributed, a request should be made for it to be adjusted in accordance with the drivers requirements.
- 9.4 The Transport Provider shall take such measures to protect its load as may be specified from time to time by the Company.
- 9.5 The Transport Provider shall not load material of any third party in the Vehicle. Clubbing of two or more different consignment of the Company for the same/ different destination will only be done only at the instance of the Company and both consignments shall be treated as part load.
- 9.6 The Transport Provider will ensure that before the Vehicle exits, all the documents required by the Transport Provider like Challans, permits, excise documents, declaration forms under sales tax laws have been given to the driver and shall ensure the safe delivery of the same to the consignee.

10. TRANSSHIPMENT

- 10.1 The vehicle Registration No. in which the material was originally loaded shall be recorded on the LR / GR. In case any trans-shipment becomes inevitable due to break down etc., enroute, the same may be done on exceptional basis with the prior approval of the Company, furnishing the reasons for trans-shipment. Freight charges shall be

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made after condonation for recorded reasons. Otherwise no payment will be made in case of un-authorized transshipment.

10.2 Total quantity as mentioned in the invoice / challan must be delivered at one time and not in installments. Transshipment and / or part delivery of consignment during transit en route is strictly to be avoided. In case of transshipment done without the Company's written permission, it will be the liability of the Transport Provider to pay to the Company for loss / damage suffered.

10.3 Consignment withheld by Transport Provider in their warehouse in transit without the written permission of the Company shall be liable for liquidated damages for late delivery and any losses in this regard shall to be borne by the Transport Provider. 10.4 Part consignments can be transshipped only with Company's prior permission.

11. TRANSIT

11.1 Consignment shall be deemed to be entrusted to the Transport Provider from the time the consignment is loaded onto its vehicle at the point of loading until such time as unloading of the consignment is commenced at the point of final delivery. For the avoidance of doubt the Transport Provider shall be responsible for the consignment that has been loaded onto its vehicle itself even while such Vehicle and those goods remain on the Company's premises.

12. PROOF OF DELIVERY

As specified in the Purchase Order

13. DANGEROUS GOODS

13.1 The Company shall notify the Transport Provider before the commencement of the carriage of any goods if those goods are dangerous goods/consignment.

13.2 The Transport Provider may at its discretion refuse to carry any dangerous goods/consignment or may agree with the Company in writing terms and conditions relating to the carriage of any such goods other than these terms and conditions.

14. MALPRACTICE/DAMAGE/CONTAMINATION

14.1 The Transport Provider will ensure that any act or omission on his part or his crew does not damage the products entrusted to him by the Company in terms of this Agreement. If the products get damaged it will be disposed of at the Company's discretion. The difference between the consignment cost and realised/realizable value shall be recovered from the Transport Provider.

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- 14.2 In case of any rejection of material by the customer on account of suspected damage or contamination, the Company would recover entire cost of the material.
- 14.3 No transportation charges will be paid for the futile trip during which the product got damaged and the subsequent trip for transportation of the damaged product to a location nominated by the Company.
- 14.4 The provisions hereinabove will apply mutatis mutandis to cases of contamination of the product for the purposes of suspension of vehicle or termination of this Agreement.
- 14.5 If a vehicle provided by the Transport Provider is involved in any malpractice, the Company will be entitled to suspend the operation of the vehicle forthwith and to conduct an investigation into the malpractice/s. If upon such investigation, the Company in its sole discretion concludes that the crew of any vehicle is involved in malpractice, it will black list such vehicle and crew. If however, the investigation reveals the connivance of the Transport Provider in the malpractice, this Agreement shall stand terminated.

15. LIQUIDATED DAMAGES

15.1 As specified in the Purchase order.

15.3 Without prejudice to other rights of the Company and notwithstanding anything contained in this Agreement, in case the Transport Provider fails to adhere to any of the terms and conditions and covenants of this Agreement, the Company shall be entitled to levy liquidated damages on the Transport Provider equivalent to the consignment value.

16. LIST OF ANNEXURES

" ANNEXURE-B -
ANNEXURE B
STANDARD TERMS & CONDITIONS FOR TRANSPORT AGREEMENT

1. TAXES AND DUTIES

1.1 Payment of all taxes, fees, levies, duties, or other charges of whatsoever nature including service tax, and in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Service Provider or its subcontractors levied or imposed now or hereinafter as a result of the services provided hereunder and the performance of this Agreement shall be the responsibility of and be paid by the Service Provider. Nothing contained herein shall prevent the Company from deducting tax at source as required by law from the payments due to the Service Provider.

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1.2 The Service Provider shall be responsible for filing all necessary tax returns (including, without limitation, returns for corporate income tax, personal income tax, service tax, sales tax) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.

1.3 The Service Provider shall also ensure that its sub-contractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.

2. STATUTORY COMPLIANCES/LICENCES

2.1 The Service Provider shall be solely liable for statutory compliance in respect of all applicable laws of land which inter-alia includes central/state labour laws and regulations/rules made thereunder including but not limited to Compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, 1948, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, Interstate Migrant Workmen (regulation of Employment and Conditions of Service) Act, 1979. The Service Provider shall be solely responsible for maintenance of records and filing of various forms/ returns prescribed under all applicable Central/State labour laws and regulations/rules made thereunder in respect of employees employed by it.

2.2 The Company shall be entitled to deduct/adjust from amount payable to the Service Provider any dues, wages, compensation on accident or death, expenses paid by the Company in compliance with the applicable laws, in respect of employees of the Service Provider.

3. INSURANCE

3.1 The Service Provider shall effect and maintain with a reputed insurance company a policy(ies) of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of its obligations under the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Term of the Agreement.

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- 3.2 The Service Provider shall hold employer's liability insurance in respect of its employees/personnel in accordance with any legal requirement from time to time in force.
- 3.3 The provisions of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Agreement.
- 3.4 The Service Provider shall also take third party liability insurance and surrounding property damage insurance. In case of any loss or damage, the Service Provider shall lodge and settle the claim with the insurance company.
- 3.5 It is the sole responsibility of the Service Provider to place and transport the Company consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All Company consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Service Provider's account.
- 3.6 In case of accident, the Service Provider will initiate action in accordance with the instructions of the Company as well as its internal procedures / documentation required, requirements of insurance company, with which the Service Provider has familiarised himself prior to the commencement of this Agreement.
- 3.7 The Service Provider will be responsible for providing a damage certificate, police FIR, spot survey report, photographs, final investigation report etc. and any other document or support as may be required by the insurance company.
- 3.8 The Service Provider will be responsible for providing a fit truck to salvage the product from the accidental truck and deliver the goods to the Company/consignee at its cost.
- 3.9 Recovery for any product loss from the Service Provider will be made at equivalent to differential loss suffered by the Company in case the loss to the Company is not fully compensated by the insurance agency. The freight amount of the said truck shall be paid only after settlement of the insurance claim.

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3.10 The Service Provider is responsible for safe delivery of the Consignment at the destination. While transporting hazardous chemicals, Service Providers must comply with the requirements of safety instructions as per Motor Vehicle Act, 1989 and subsequent amendments and take adequate measure for emergency preparedness. Any failure in this regard during the term of the contract is liable for termination of the Agreement.

3.11 Notwithstanding anything contained above the Company may arrange insurance of the consignment. But, that will not in any way absolve the Service Provider from compensating Company /Consignee in case of damage / loss.

3.12 If the Company has insured the goods/consignment being transported by the Service Provider, then it shall lodge its claim on the insurance company for the losses suffered by Company due to non-delivery in time/accident etc. resulting damage to the goods/consignment and the same shall be payable by Insurance company to

Company. The Company on receipt of its claim amount from the insurance company shall have the liberty to surrogate its rights of recovery in favour of insurance company for recovering the amount from the Service Provider. Without prejudice to above, the Service Provider is responsible to make good of loss if any suffered by Company due to non-payment by the insurance company.

4 WARRANTIES AND REPRESENTATION

4.1 The Service Provider represents and warrants that:

(i) It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to perform the services as detailed in the Scope of Services above and as may be necessary to perform the Services hereunder in a professional manner.

(ii) It has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.

(iii) This Agreement has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to

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which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

(v) No legal proceedings are pending or threatened against it before any court, tribunal or authority which do or may restrain or enjoin its performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.

(vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.

(v) it shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in full compliance with statutory obligations.

(vi) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business, more particularly for the Services;

(vii) It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Company, for use related to the Services, and that any IPR provided by the Transport Provider shall not infringe the IPR of any third party;

(viii) The Transport Provider represents that there is no inquiry/ investigation pending by the Police against the Transport Provider or its employees. The Transport Provider undertakes that it will confirm at his own cost and expense and shall comply in all respect with the provisions of all Statutes Rules and Regulations or Schemes or Directions or Orders either of the State or the Central Government, or of other local authorities or Judgments or decrees of any description or any modification thereof passed by any competent authority or body or Court as applicable to the Transport Provider and /or to the Transport Provider's employees;

(ix) The Transport Provider shall be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll charges or entry Taxes payable locally and the Transport Provider accordingly indemnifies Company against all such liability.

(x) The Transport Provider has sufficient resources available to respond to emergencies/ incidents, which may occur along established transportation routes. In

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case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Transport Provider. Company shall have no liability whatsoever.

4.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

5 ETHICS

5.1 GIFTS AND COURTESIES: The Service Provider shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.

The Service Provider shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Service Provider undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Service Provider, or his partners, agent or servant or any one authorized by him or acting on his behalf. The Service Provider undertakes that in the event of use of any corrupt practices by the Service Provider, the Company shall be entitled to terminate the Agreement forthwith and recover from the Service Provider, the amount of any loss arising from such termination. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider.

If at any time during execution or performance of this Agreement the Service Provider is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connected with such employee, the Service Provider must report the same immediately at sgl.whistleblower@vedanta.co.in

5.2 ANTI-BRIBERY & CORRUPTION:

(i) (a) - The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct and the Company's Human Rights Policy including Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

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(i) (b) - The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under Clause 5.2 (i) (a).

(ii) The Service Provider shall comply with the Anti-Bribery and Corruption (AB&C) requirements as applicable to them.

(iii) The Company shall have a right to initiate "audit proceedings" against the Service Provider during the Term and for a period of three (3) years thereafter, to verify compliance with this Agreement including AB&C requirements. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Service Provider shall extend full cooperation for smooth completion of the audit mentioned herein.

(iv) Notwithstanding anything in this agreement, the Company shall have right to terminate the Agreement forthwith in case, it is found that the Service Provider has failed to comply with the terms of the Agreement including AB&C requirements.

(v) The Service Provider may submit/report 'Complaints' pertaining to any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy.

External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

Post review, if the complaint is found to be have been made with malafide intention, stringent action will be taken against the complainant. We encourage reporting genuine 'Complaints' and those submitted in true faith.

All the 'Complaints' under this policy should be reported to the Group Head-Management Assurance at the following address:

Group Head - Management Assurance,

Vedanta, 75 Nehru Road
Vile Parle (E), Mumbai 400 099

'Complaints' can also be sent to the designated e-mail id:

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sgl.whistleblower@vedanta.co.in

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6. DEFAULT AND TERMINATION

6.1 The Company may immediately terminate this Agreement as under:

(i) by a written notice to the other Party if the other Party has committed any material breach of the terms of this Agreement and has failed to remedy such breach within 30 days from receiving notice from the other Party. (ii) if other party party (i) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (ii) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (iii) makes, or plans to make, a general assignment for the benefit of its creditors, or (iv) a other party's creditor attaches or takes possession of all or a substantial part of said Party's assets; the foregoing shall not apply to any action or proceeding which is (i) in the reasonable opinion of the party, frivolous or vexatious; or (ii) discharged, stayed or dismissed within ninety (90) days of commencement;

(iii) if either party is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then either Party may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Parties accrued prior to the date of such termination.

6.2 Without prejudice to its other rights and claims whatsoever against the Service Provider, the Company may terminate this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Service Provider fails to obtain any approval required under the terms of this Agreement.

6.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

7. LIMITATION OF LIABILITY

7.1 EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, CONSEQUENTIAL,

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SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER.

7.2 The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death or personal injury.

8. FORCE MAJEURE

8.1 Neither the Company nor the Service Provider shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection and civil commotion, mobilization or military, if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen after due and timely diligence and which, by the exercise of reasonable diligence, the said Party is unable to provide against ("Force Majeure Events").

8.2 The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimise effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.

8.3 The Service Provider shall, in the event of issue of a notice (about happening of a Force Majeure Event) to the Company, reimburse the expenses incurred by the Company in securing and protecting the consignment till the Service Provider intimates the Company about the cessation of such Force Majeure Event(s).

8.4 If the Force Majeure Event(s) continues beyond 30 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.

8.5 Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. The Parties understand that the settlement of strikes, lockouts, and any other industrial disputes shall be treated to be within the sole discretion of the Party asserting Force Majeure. Upon the cessation of the

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event of Force Majeure, the party declaring Force Majeure shall immediately give notice thereof to the other party.

9. INDEMNITY

9.1 The Service Provider shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any taxes, levies, costs and charges which may be levied or imposed on the Service Provider or its sub-contractors by any Government Authority arising out of or in connection with the performance of this Agreement.

9.2 The Service Provider shall be liable for and shall defend, indemnify and hold the Company harmless from and against and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any breach, infringement (whether actual or alleged) of Confidentiality, accident, bodily injury, fraud arising out of or in connection with the performance of this Agreement by the Service Provider.

9.3 This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Company may be entitled to.

10. ARBITRATION

10.1 Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, , meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

(i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than 5,000,000 (Rupees Five Million Only) / \$ 100,000 (Hundred Thousand United States Dollars) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.

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(ii) The language of the mediation and arbitration proceedings shall be English.

The seat of arbitration shall be [Local Jurisdiction in Goa], India.

(iii) The award made in pursuance thereof shall be final and binding on the parties

11. APPLICABLE LAW AND JURISDICTION

11.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of India.

11.2 The parties submit to the exclusive jurisdiction of the courts of [Local Jurisdiction in Goa], India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

12. SET OFF

12.1 Only the Company may at any time without notice to the Service Provider set off any liability of the Service Provider to the Company against any liability of Company to the Service Provider (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to Company under this Agreement or otherwise.

13. CONFIDENTIALITY

13.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless other

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required by law, not to be disclosed without the consent of other Party to anyone other.

13.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.

13.3 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.

14. MISCELLANEOUS PROVISIONS

14.1 Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

14.2 Severability: If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the remaining provisions of this Agreement or affecting

the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

14.3 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument

14.4 Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.

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- 14.5 Notices: Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.
- 14.6 Non-Waiver/Exercise Of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.
- 14.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns
- 14.8 Assignment: Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party(ies) hereto.
- 14.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.
- 14.10 Validation: This Agreement shall come into effect when authorized representatives of both Company and Service Provider execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of business by Company and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.

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14.11 Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.

14.12 Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.

14.13 Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

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14.14 THIS DOCUMENT "STANDARD TERMS & CONDITIONS" SHALL BE AN INTEGRAL PART OF ANY OF THE PURCHASE ORDERS, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER ENTERED BETWEEN THE PARTIES AND SHALL SUPERCEDE ANY CONTRARY TERMS IN SUCH PURCHASE ORDER, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER. ORDER ACKNOWLEDGEMENT BY THE SERVICE PROVIDER SHALL COVER ACKNOWLEDGING THIS DOCUMENT AND THE GENERAL TERMS AND CONDITIONS MENTIONED HEREIN AS WELL.

Compliance to Office Memorandum No. Z-11013/57/2014-IA.II (M) of Ministry of Environment, Forests and Climate Change Dated: 29th October, 2014

- a) *The Project Authority shall adopt Best Mining Practice for the given mining conditions. In the mining area, adequate number of check dams, retaining walls/structures, garland drains and settling ponds should be provided to arrest the wash-off with rain water in catchment area.*

Compliance Status. Best practises w.r.t dump stabilisation and storm water management are adopted at mines. All the finalised dump slopes are covered with geotextiles so as to prevent formation of gullies and soil erosion. The storm water is channelised by means of garland drains in to the settling ponds at the toe of the dump. Metal pipes are also used wherever required to channelise the water. Water from the settling pits is passed through a series of filter beds before discharging into adjoining water bodies. Check dams, retaining walls, Catch drains, settling tanks and siltation ponds of appropriate size has been constructed around the mine. The runoff water is channelized properly in to garland drains and then to the settling ponds.

Header arrangement is made in the settling pond so as to allow only controlled flow of water. Use of lime and flocculant whenever required to settle the suspended solids in the settling ponds.. regular water monitoring is carried out so as to ensure the discharge water is clean. The water samples are analysed through MoEf recognised laboratories and submitted to the GSPCB..

- b) *The natural water bodies and or streams which are flowing in and around the village should not be disturbed. The Water Table should be nurtured so as not to go down below the pre-mining period. In case of any water scarcity in the area, the Project Authorities have to provide water to the villagers for their use. A provision for regular monitoring of water table in open dug well located in village should be incorporated to ascertain the impact of mining over ground water table.*

Compliance Status -No natural water bodies / streams are disturbed. There is no water bodies/streams flowing through the lease. Assonora river touching lease boundary in the NE direction at one point. Bicholim river is at a aerial distance of 0.23km SE from mine lease. Regular monitoring for the parameters as specified by SPCB of upstream and downstream of these rivers and water table in open dug well located in buffer zone are carried out. The reports are shared to Regional office. Based on request water is being supplied to nearby villages for irrigations, etc.

- c) *The illumination and sound at night at project sites disturb the villages in respect of both human and animal population. Consequent sleeping disorders and stress may affect the health in the villages located close to mining operations. Habitations have a right for darkness and minimal noise levels at night. The Project Proponents (PPs) must ensure that the biological clock of the villagers is not disturbed by orienting the floodlights/ masks away from the villages and keeping the noise levels well within the prescribed limits for day/night hours.*

Compliance Status - No drilling and blasting is carried out. The floodlights/ masks are oriented away from the villages and the noise levels are kept well within the prescribed limits for day /night hours. Regular noise monitoring are carried out in buffer villages during day and night, the same

are shared to Regional office. Thick vegetation is maintained towards habitation. More than 50m safety zone green belt is kept all along the habitation. Green belt developed acts as an acoustic barrier.

- d) *The Project Authority shall make necessary alternative arrangements, where required, in consultation with the State Government to provide alternate areas for livestock grazing. In this context, Project Authority should implement the directions of the Hon'ble Supreme Court with regard to acquiring grazing land. The sparse trees on such grazing ground, which provide mid-day shelter from the scorching sun should be scrupulously guarded against felling, lest the cattle abandon the grazing ground or return home by noon.*

Compliance Status -

There is no designated grazing land within the mining lease area. However, the project operations have been planned and executed in a manner that does not obstruct or interfere with traditional livestock movement or access to nearby grazing zones outside the lease boundary. The Project remains committed to complying with the directions of the Hon'ble Supreme Court and will continue to coordinate with the State Government, if required, to support any alternative arrangements for grazing. Additionally, the preservation of sparse tree cover in surrounding areas is being ensured to maintain natural shelter for livestock, thereby supporting the welfare of local communities and their cattle.

- e) *Where ever blasting is undertaken as part of mining activity, the Project Authority shall carry out vibration studies well before approaching any such habitats or other buildings to evaluate the zone of influence and impact of blasting on the neighbourhood. Within 500 meters of such sites vulnerable to blasting vibrations, avoidance of use of explosives and adoption of alternative means of mineral extraction, such as ripper/dozer combination / rock breakers/ surface miners etc. should be seriously considered and practiced wherever practicable. A provision for monitoring of each blast should be made so that the impact of blasting on nearby habitation and dwelling units could be ascertained. The covenant of lease deed under Rule 31 of MCR 1960 provides that no mining operations shall be carried out within 50 meters of public works such as public roads and buildings or inhabited sites except with the prior permission from the Competent Authority.*

Compliance Status

No drilling and blasting is carried out. No mining operations shall be carried out within 50 meters of public works.

- f) *Main haulage road in the mine should be provided with permanent water sprinklers and other roads should be regularly wetted with water tankers fitted with sprinklers. Crusher and material transfer points should invariably be provided with Bag filters and or dry fogging system. Belt-conveyors should be fully covered to avoid air borne dust.*

Compliance Status

Water tankers fitted with sprinklers are deployed in all the haul roads for dust suppression. Rain water harvested in mine pit is used for dust suppression. The said activity is totally carried out by local villagers by deploying water tankers. Company has already initiated the work of installing

permanent sprinklers in phases and first phase will be completed immediately post monsoon 2025. The same was also informed to the RO official also during the site visit.

- g) *The Project Authority shall ensure that the productivity of agricultural crops is not affected due to mining operations. Crop Liability Insurance Policy has to be taken by the PP as a precaution to compensate for any crop loss. The impact zone shall be 5km from the boundary of mine lease area for such insurance policy. In case, several mines are located in a cluster, the Associations of owners of the cluster mines, formed inter-alia, to sub-serve such an objective, shall take responsibility for securing such Crop Liability Policy.*

Compliance Status

We are taking all appropriate measures to ensure that there is no impact on productivity of agriculture crops. We have implemented various air/dust and water pollution control measures such as green belt, water sprinkling, erosion control, scientific dump management, settling ponds, check dams, etc which ensure no impact on agriculture crop productivity. We are also supporting farmers with training, supply of agriculture inputs and requirements, in addition to our “Back to Farming” project where we are working with local farmers to bring 20Ha+ of barren/waste land under cultivation.(Photo enclosed) The company is covered under a public liability insurance policy, which covers third party crop damage/loss. Copy of the same is enclosed at **Annexure – 18,19**



Back to Farming initiative

- h) *In case any village is located within the mining leasehold which is not likely to be affected due to mining activities during the life of mine, the Expert Appraisal Committee (EAC) should consider the proposal of Environmental Clearance (EC) for reduced mining area. The Mining lease may be executed for the area for which EC is accorded. The mining plan may also be accordingly revised and required stipulations under the MMDR Act, 1957 and MCR, 1960 met.*

Compliance Status

Historically there have been two villages namely, Lamgao and Mulgao in the lease area. Subsequent to expiry/termination of the erstwhile lease, the current mining lease has been granted through auction by the state government, maintaining the same lease boundary and same villages

within the lease. This facts were presented before the EAC, followed by site visit and subsequently EC has been granted by MoEFCC.

- i) *Transportation of the minerals by road passing through the village shall not be allowed. A 'bypass' road should be constructed (say, leaving a gap of at least 200 meters) for the purpose of transportation of the minerals so that the impact of sound, dust and accidents could be mitigated. The PP shall bear the cost towards the widening and strengthening of existing public road network in case the same is proposed to be used for the Project. No road movement should be allowed on existing village road network without appropriately increasing the carrying capacity of such roads.*

Compliance Status

Complied:

Iron ore transportation road does not pass through any villages/habitation. Most of the road used for transportation is passing through mine lease and company owned land.

Compliance with MoEF Office Memorandum dated 29.10.2014 was considered by the Hon'ble High Court of Bombay (at Goa) in its Judgment dated 29.06.2024 in PIL 6 of 2024 in the context of transportation of e-auctioned ore and it was held that it is not as if transportation of ore through village road is completely prohibited. (para. 38 & 39 of the Judgement- refer **Annexure 13**).

The transportation of Vedanta Ltd. at Bicholim Mineral Block was also considered by the Hon'ble High Court in this judgment allowing transportation as per the conditions of the Environment Clearance and Consent to Operate. (para. 28 & 30 of the Judgment). The transportation of Vedanta Ltd. is not being carried out through village road but instead through non-village/ Major District Road-20 (MDR-20).

- j) *Likewise, alteration or re-routing of foot paths, pagdandies, cart roads, and village infrastructure/public utilities or roads (for purposes of land acquisition for mining) shall be avoided to the extent possible and in case such acquisition is inevitable, alternative arrangements shall be made first and then only the area acquired. In these types of cases, Inspection Reports by site visit by experts may be insisted upon which should be done through reputed Institutes.*

Compliance Status

There has been no alteration, re-routing, or disturbance to existing footpaths, pagdandies, cart roads, village infrastructure, public utilities, or roads due to mining activities within the lease area. All project operations have been carefully planned to avoid any impact on local connectivity and infrastructure. The Project remains committed to maintaining unhindered access for local communities and will continue to ensure that any future developments are carried out in full compliance with regulatory guidelines and in consultation with relevant authorities.

- k) *As CSR activities by Companies including the Mining Establishments has become mandatory up to 2% of their financial turn-over, Socio Economic Development of the*

neighborhood Habitats could also be planned and executed by the PPs more systematically based on the 'Need based door to door survey' by established Social Institutes/Workers on the lines as required under TOR. "R&R Plan/compensation details for the Project Affected People (PAP) should be furnished. While preparing the R&R Plan, the relevant State/National Rehabilitation & Resettlement Policy should be kept in view. In respect of SCs /STs and other weaker sections of the society in the study area, a need based sample survey, family-wise, should be undertaken to assess their requirements, and action programmes prepared and submitted accordingly, integrating the sectoral programmes of line departments of the State Government. It may be clearly brought out whether the village located in the mine lease area will be shifted or not. The issues relating to shifting of Village including their R&R and socio-economic aspects should be discussed in the EIA report."

Compliance Status

We are committed to implementing CSR activities amounting to 2% of the financial turnover, focusing on socio-economic development of neighbouring habitats through a need-based and survey. There is no Rehabilitation & Resettlement (R&R) involved in this mining project.

खनिज वाहतुकीचा गुंता वाढला..!

पिळगाव-सारमानस रस्त्याने वाहतुकीस शेतकऱ्यांचा विरोध

डिचोली, ता. ६ (प्रतिनिधी): खनिज वाहतुकीवरून डिचोलीत निर्माण झालेला 'गुंता' मिटता मिटत नसून अजूनही 'वेदांता'ची खनिज वाहतूक बंदच आहे. मागण्या मान्य होईपर्यंत आमचे आंदोलन चालूच राहणार असे आंदोलनकर्त्या शेतकरी आणि कामगारांनी स्पष्ट करून अन्य कोणत्याही रस्त्याने खनिज वाहतूक करायला देणार नाही, असा इशारा सुधाकर वायंगणकर, अनिल सालेलकर आणि इतरांनी आज (शुक्रवारी) डिचोलीत घेतलेल्या पत्रकार परिषदेत दिला.

'वेदांता' खाणीवरील खनिज वाहतुकीचा रस्ता शेतकऱ्यांनी अडवला असून पर्यायी रस्त्यानेही खनिज वाहतूक करण्यास शेतकऱ्यांचा विरोध आहे. त्यामुळे गेल्या सतरा दिवसांपासून 'वेदांता'ची खनिज वाहतूक बंद आहे. सर्व पर्याय अपयशी ठरल्याने आता डिचोली-सारमानस या सार्वजनिक रस्त्यावरून खनिज वाहतूक करण्याच्यादृष्टीने 'वेदांता' कंपनीने हालचाली सुरू केल्या आहेत. अशी शक्यता गृहीत धरून शेतकरी आणि कामगारांमध्ये खळबळ माजली आहे.



डिचोली: आपले म्हणणे मांडताना शेतकरी. (तुकाराम सावंत)

सार्वजनिक रस्त्याला हटकत

शेतकरी आपल्या मागण्यांवर ठाम असल्याने 'रस्ता बंद' आंदोलनाचा तिढा अजून सुटत नाही. डिचोली-सारमानस या सार्वजनिक रस्त्यावरून खनिज वाहतूक करण्याचा प्रयत्न झाल्यास तो हाणून पाडण्यात येईल. असे शेतकरी आणि कामगारांनी स्पष्ट केले आहे. डिचोली-सारमानस रस्त्यावरून शेकडो वाहने नियमित ये-जा करतात. या रस्त्यावरून खनिज वाहतूक सुरू झाल्यास नियमित प्रवास

करणाऱ्या प्रवाशांसह विद्यार्थीवर्गाचे हाल होणार आहेत. असा दावा आंदोलनकर्त्या शेतकरी आणि कामगारांनी केला आहे. खाण आणि भूगर्भ खात्याने सार्वजनिक रस्त्याने खनिज वाहतुकीसाठी परवानगी देऊ नये. संभाव्य परिणाम लक्षात घेवून मुख्यमंत्री डॉ. प्रमोद सावंत यांनीही याप्रश्नी गंभीरतेने लक्ष घालावे, अशी मागणी शेतकरी आणि कामगारांनी केली आहे.

1824



IN THE HIGH COURT OF BOMBAY AT GOA

MISC. CIVIL APPLICATION NO. 102/2025 (F)

IN

PIL WRIT PETITION NO. 6/2024

ANIL DATTA SALELKAR

.. Applicant

VERSUS

THE DIRECTOR OF MINES AND GEOLOGY,
GOVERNMENT OF GOA & ORS.

.. Respondents

AFFIDAVIT ON BEHALF OF THE RESPONDENT

NOS. 1 AND 2

I, Narayan Gad, major of age, presently working as the Director of Mines & Geology, Government of Goa, having Office at Institute of Mines Braganza, Panaji, Goa, Indian National, do hereby on solemn affirmation, state and submit as under:

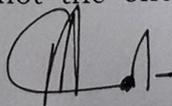
1. I say that I am presently working as the Director of Mines & Geology, Government of Goa, and I am authorized to file the present affidavit on behalf of the Respondent Nos. 1 and 2.

A handwritten signature in black ink, appearing to be 'Narayan Gad', written over a horizontal line.

2. I deny all allegations and statements in the application to the extent the same are inconsistent with the contents of the present Affidavit. I say that no statement should be deemed to have been admitted for want of a specific denial. I crave leave to file an additional affidavit at a later stage, if required.

3. I say that the application seeks directions to this Respondent and the Police authorities to ensure that the transportation by Vedanta in relation to MB-1 is carried out strictly during the working hours as per the Standard Operating Procedure. Directions are also sought to ensure that the transportation is not carried out on the 0.85 kms portion that is being used, which is not approved in the Environmental Clearance. The Application raises the following issues:

- (i) Vedanta is transporting ore during night hours, contrary to the Standard Operating Procedure which provides the working hours to be until 5.45 pm.
- (ii) Route being used is a public road on a stretch of 0.85 km and is not the one approved in the

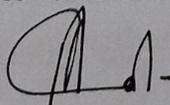


Environmental Clearance and results in pollution in the village.

- (iii) Transportation is being done without monitoring by the GSPCB.

4. At the outset, I say that once there is a mining lease which is granted by the State Government, and the leaseholder is carrying out the extraction and transportation activity after obtaining the necessary permissions, such activity has to be allowed and cannot be blocked/stopped. I say that a situation cannot be created where no transportation is allowed as some villagers oppose one route and some other villager opposes the other available route.

5. I say that the transportation of ore which is the subject matter of the present MCA is not e-auctioned ore but is the ore from a Mining Lease (Mineral Block - 1) which is granted to Vedanta. I say that the transportation is not of the e-auctioned ore by individual transporters. I say that for the lease in question, the leaseholder has obtained Consent to Operate from the GSCP and Environmental Clearance, which contains various conditions and safeguards.



6. I say that the Standard Operating Procedure referred to by the Applicant was in relation to transportation of e-auctioned ore and not ore transported from the mining leases pursuant to the auction process in terms of the Mineral (Auction) Rules, 2015. As such, the SOP does not apply in relation to the transportation, which is the subject matter of the Application, which is from the mining lease. I say the main petition pertained to transportation of the e-auction ore. I say that the contentions of the Applicant that the transportation is contrary to the Standard Operating Procedure are without merit.

7. As regards the other contention that the route on which the transportation is being done is not the one which is approved in the EC, I say that the transportation could not be done from that route on account of objections and obstructions by villagers, who forcibly blocked the said route which resulted in law and order situation. Meetings were held by the Deputy Collector in order to try and resolve the issue but the same has not been resolved yet. Due to this, the party applied for transportation by the other available route, which is a public road. This new route is the same route approved in EC with a small portion of deviated route



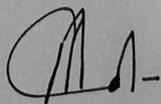
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as the original route was blocked by the villagers. The same was considered by the authorities and permit was granted allowing transportation on this route.



8. I say that the permit for the other route was granted after inspection conducted by an inter-departmental committee comprising officials from the Police Department, Public Works Department, Transport Department, Office of the Deputy Collector, Bicholim, Goa State Pollution Control Board and Directorate of Mines & Geology. I say that the Committee recommended that transportation through the alternate route may be allowed. The same was considered by the Government, which approved the proposal and accordingly, the permit was granted by this Respondent. I say that grant of approval for the routes is within the domain of the State authorities, which have considered the relevant aspects and examined the feasibility, after conducting inspection.

9. I say that the fact that the EC refers to a particular route does not mean that no transportation can be permitted by the State authorities from a different route. I say that it is pertinent to note that the route in question is a public



road. I say that no person can be prevented from using the public road. I say that adequate safeguards are in place to keep a check on the transportation activity, including monitoring by the GSPCB.

10. As regards the last contention that there is no monitoring by the GSPCB, the same is not correct. I say that the GPSCB has installed monitoring mechanism on the said route which is presently being used for transportation. The same has been communicated to this Respondent by the GSPCB, by its letter dated 08.01.2025, which is annexed hereto and marked as **ANNEXURE A**.

11. As regards the other contention about transportation at night, the decision had been taken by the Government after considering relevant aspects, including the suggestion of the Committee that traffic congestion during the day time can be avoided and that there were very few houses on this stretch. I say that the decision had also considered the fact that on account of transportation at night, not only would the overall number of trips per hour be reduced, but the trips during the day time also would substantially reduce. I say that pursuant to certain concerns raised, the matter is



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being re-examined by the Government and an appropriate decision will be taken.

12. I say that all that is stated in paras 1, 2, 3, 4, 5, 6, 7, 8(pt), 9(pt), 10 and 11 is true to my knowledge and the same is based on the official records maintained by the Respondent Nos. 1 and 2, while the contents of the remaining paras, viz. 8(pt) and 9(pt) are my legal submissions which I believe to be true.

Solemnly affirmed at Panaji, Goa,

On this 29th day of January, 2025.

DEPONENT

SOLEMNLY AFFIRMED AND VERIFIED
BEFORE ME BY.....

.....
REG. NO. 596 DATED 29/01/2025

Govind U. Vinde
Advocate & Notary
Panjim-Goa
Reg. No.137



GOA STATE POLLUTION CONTROL BOARD

गोंय राज्य प्रदूषण नियंत्रण मंडळ

(An ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 Certified Board)

Phone Nos : 0832- 2407700,
2407701, 2407703

Email Ids:

Chairman, GSPCB: chairman-gspcb.goa@nic.in
Member Secretary, GSPCB: ms-gspcb.goa@nic.in
Office: mail.gspcb@gov.in

No. 2025/GSPCB/Letter/22012 /Tech/24225

Date: 08 /01/2025

To,
Director,
Directorate of Mines and Geology
Panjim Goa

Directorate of Mines & Geology	
Inward No	9463
Dated	08/01/25
Signature	

10/01
DD-II
G(NED)
JN Deolisa
13/01/25
G(SFM)

Sub: Route Application

Ref: Email from your office dated at 11/12/2024

Sir,

This is to inform you that the Board has installed online AAQM station along the specified route from Bicholim Mineral Block-I – NSP-I TOP- Pilgao junction – NBPB GATE – Sarmanas Jetty for the transportation of ore from Bicholim Mineral Block-I to Sarmanas Jetty.

This is for your information and further needful.

Yours faithfully,

(Dr. Shamila Monteiro)
Member Secretary – GSPCB

c.c. to: 1. Office Copy
2. Guard File

Date: 05/07/2025

VEDANTA LIMITED

**20, EDC COMPLEX, SESA GHOR, PATTO, PANAJI,
TISWADI - 403001
NORTH GOA
GOA
INDIA
30AACCS7101B1Z9(GSTIN Number)**

Policy No : 0304014087

Renewal : 00

Endorsement : 00

Dear Sir / Madam,

We thank you for choosing **Tata AIG General Insurance Company Ltd.** as your preferred insurer. Your Policy No. Is 0304014087 00 00.

We are glad that you have chosen our product **PUBLIC LIABILITY ACT** and given us an opportunity to be your risk carrier for this Product.

'Casualty Line' caters to most of the Enterprises / Industries in India, whether Large, Medium or Small. As one of the India's most established insurance companies, we understand these unique needs of coverage. At Tata AIG we care for you and would strive to offer convenience coupled with a range of products that cater continuously to your ever increasing needs.

Enclosed please find your policy docket based on the information furnished by you in the Proposal.

We look forward to a long and mutually beneficial relationship and providing you wider range of benefits in the years to come.

Yours Sincerely,
For Tata AIG General Insurance Company Limited

**PUBLIC LIABILITY ACT POLICY
POLICY SCHEDULE**

Agent/Broker Name -MARSH INDIA INSURANCE BROKERS PVT LTD

Agent/Broker License Code - 120:Agent/Broker :Contact No - 022-66512947 (mobile or landline)

Attaching to and forming part of Policy No. 0304014087 00 00
Name of Insured Owner: VEDANTA LIMITED
Business: Mines, processes, and explores iron ore

Address: 20, EDC COMPLEX, SESA GHOR, PATTO, PANAJI,
 TISWADI - 403001
 NORTH GOA
 GOA
 INDIA
 30AACCS7101B1Z9(GSTIN Number)
 Place of supply -GOA
 State code -30

Territorial limits: Anywhere in India

Policy Period: From: 01/04/2025 12:00 AM/ PM
To Midnight of: 31/03/2026 12:00 AM/ PM

Indemnity limit:Rs 150,000,000.00(AOA Limit) in respect of any one accident and not exceeding Rs 300,000,000.00(AOY Limit) in the aggregate during the policy period.

Service Tax Registration No:

Premium	₹ 120,000.00
IGST @18 %	₹ 21,600.00

**Contribution to the
Environment Relief Fund:₹ 120,000.00**

Date of Proposal and declaration:01/04/2025

In witness whereof the undersigned being duly authorized by the company and on behalf of the company has hereto set his hand at DELHI on 05/07/2025

The stamp duty of 0.5 paid in cash or demand draft or by pay order,vide Receipt/Challan no: LOA/ENF1/CSD/45/2025/1337 dated the 16/04/2025

For Tata AIG General Insurance Company Limited

Date :05/07/2025
Place :DELHI

Policy Servicing Office
Tata AIG General Insurance Company Limited
 AGGARWAL PRESTIGE TOWER 3RD FLOOR,, PLOT NO-2,ROAD NO. 44, MAIN ROAD,,DELHI,DELHI,DELHI-110034
 Tel No:91-91-7400010485

RECEIPT

Receipt No. : 101001111006527

Receipt Date : 01/04/2025

Policy No : 0304014087 00 00

Received with thanks from VEDANTA LIMITED a sum of ₹ **2,61,600.00** (Rupees Two Lakhs Sixty One Thousand Six Hundred And Paise Zero Only)

Sr. No.	Policy Number	Total Premium (₹)	Utilized from the receipt for policy (₹)	Balance (₹)
1	0304014087 00 00	2,61,600.00	2,61,600.00	0.00

Note:

1. This is a computer generated receipt and does not require a signature.
2. Upon issuance of this Receipt, all previously issued temporary receipts, if any, related to this Policy shall be considered null and void.
3. Amounts received by cheque shall be subject to realisation.
4. Any amount received in excess of the Premium is being/shall be refunded by the Company.

GSTIN : 07AABCT3518Q1ZY - DELHI Service Accounting Code : 997139

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale.
TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.

IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q
Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com

**LIABILITY INSURANCE POLICY
(UNDER PUBLIC LIABILITY INSURANCE ACT 1991)**

1. OPERATIVE CLAUSE

Whereas the Insured Owner named in the schedule hereto and carrying on business described in the said schedule has applied to the Tata AIG General Insurance Company Limited (hereinafter called the Company) for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium and statutory contribution towards the Environment Relief Fund as per the provisions of the Public Liability Insurance Act and the rules framed thereunder.

NOW THIS POLICY WITNESSETH that subject to the terms, exceptions and conditions contained herein or endorsed hereon, the company will indemnify the insured owner against the statutory liability arising out of accidents occurring during the currency of the policy due to handling hazardous substances as provided for in the said Act and the Rules framed thereunder.

2. DEFINITIONS:

- a) "ACT" unless otherwise specifically mentioned shall mean the Public Liability Insurance Act 1991 as amended from time to time;
- b) "Accident" means an accident involving a fortuitous, sudden or unintentional occurrence while handling any hazardous substance resulting in continuous, intermittent or repeated exposure to death of, or injury to any person or damage to any property but does not include an accident by reason only of war or radioactivity;
- c) "Handling" in relation to any hazardous substance means the manufacture, processing, treatment, package, storage, transportation by vehicle, use, collection, destruction, conversion, offering for sale, transfer or the like of such hazardous substance;
- d) "Hazardous Substance" means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act, 1986, and exceeding such quantity as may be specified, by notification, by the Central Government;
- e) "Owner" means a person who owns, or has control over handling any hazardous substance at the time of accident and includes:
- i) in the case of a firm any of its partners;
 - ii) in the case of an association, any of its members, and
 - iii) in the case of a company, any of its directors, managers, secretaries or other officers who is/are directly in charge of, and is/are responsible to the company for the conduct of the business of the company;
- f) "Turnover" shall mean
- i) Manufacturing units-Annual Gross Sales of all goods including all levies and taxes
 - ii) Godowns/ warehouse owners-Total Annual rental receipts.
 - iii) Transport Operators-Total Annual freight receipts.
 - iv) Others-Total Annual gross receipts.

3. EXCLUSIONS:

- (1) arising out of wilful or intentional non-compliance of any Statutory provisions.
- (2) in respect of fines, penalties, punitive and/or exemplary damages.
- (3) arising under any other legislation except in so far as provided for in Section 8 Sub Section (1) and (2) of the Act.
- (4) in respect of damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured Owner's control, care or custody.
- (5) directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- (6) directly or indirectly caused by or contributed to by.
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. CONDITIONS:

The Insured owner shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured Owner or of any specific event or (1) circumstance that may give rise to a claim. The Insured Owner shall immediately give to the Company copies of notice of applications forwarded by the Collector and all

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale.
TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.
IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDANI08CP0058V01201819
Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com

such additional information and or assistance that the company may require.

- (2) No admission, offer, promise or payments shall be made or given by or on behalf of the Insured owner under this policy without the written consent of the Company.
 - (3) The Company shall not be liable for any claim for relief made after five years from the date of occurrence of the accident.
 - (4) The Insured Owner shall keep record of annual turnover, and at the time of renewal of insurance declare such turnover and all other details as may be required by the Company. The Company shall at all reasonable times have full rights to call for and examine such records.
 - (5) If at the time of happening of any accident resulting in a claim under this policy there be any other insurance covering the same liability, then the Company shall not be liable to pay or contribute more than its ratable proportion of such liability.
 - (6) This policy may be cancelled by the Insured Owner by giving 30 days notice in writing to the company in which event the Company will retain premium at short period scale subject to there not having occurred an accident during the policy period which may give rise to a claims(s), failing which no refund of premium shall be allowable.
 - (7) This Policy may also be cancelled by the Insurer by giving 30 days notice in writing to the Insured Owner in which event the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of cancellation.
- If the Company shall disclaim liability to the Insured Owner for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer
- (8) have been made the subject matter of a suit in a competent court of law, then the claim for the practical purposes shall be deemed to have been abandoned and shall not thereafter be recoverable hereunder or be made the subject matter of any suit.
- The Company shall not be liable to make any payment in respect of any claim if such claim shall be in any manner fraudulent or supported, by any person on behalf of the
- (9) Insured Owner and/or if the insurance has been continued in consequence of any material misstatement or non-disclosure of any material information by or on behalf of the Insured Owner. In such a case if the Company pays any amount to the claimant due to any statutory provision such amount shall be recoverable from the Insured Owner.
- (10) The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been assigned in the Act and the Rules framed thereunder or in this Policy shall bear such specific meaning.
 - (11) Any dispute regarding interpretation of the terms, conditions and exclusions of this Policy shall be determined in accordance with the law and practice of a court of competent jurisdiction within India.

GRIEVANCE REDRESSAL POLICY

Grievance Lodgment Stage

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

Call us 24X7 toll free helpline 1800 266 7780

Email us at customersupport@tataaig.com

Write to us at : Customer Support, Tata AIG General Insurance Company Limited

A-501 Building No.4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

Visit the Servicing Branch mentioned in the policy document

Nodal Officer

Please visit our website at www.tataaig.com to know the contact details of the Nodal Officer for your servicing branch.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

List of Insurance Ombudsman Offices

Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar - 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email : bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email : bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email : bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email : bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email : bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA-700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email : bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale.

TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.

IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDANI108CP0058V01201819

Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com

MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email : bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email : bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh : Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghazaibad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand
PUNE	Bhagwan Sahai Palace , 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. NOIDA – 201301 Tel: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

Tata AIG General Insurance Company Limited



Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai, Maharashtra 400013

Public Liability Insurance Act, 1991

(This document is not a contract of insurance and nor is it a confirmation of insurance)

Held Cover Letter

At the outset, We thank you for placing your order for the insurance with us. We hereby confirm holding you covered for a period from 01.04.2025 to 31.03.2026(subject to realization of premium) and as per term & conditions stated below: "Valid only for 30 days from date of issuance or until issuance of policy whichever is earlier"

1	Insured	:	Vedanta Limited								
2	Business Description	:	Mines, processes, and explores iron ore								
3	Communication Address	:	20, EDC Complex, Sesa Ghor, Patto, Panaji, North Goa, Goa, 403001								
4	Risk Address	:	Anywhere in India								
5	Policy Period	:	01/04/2025 to 31/03/2026								
6	Indemnity Limit	:	<table border="0"> <tr> <td>INR</td> <td>15,00,00,000</td> <td>Any One Accident and</td> </tr> <tr> <td>INR</td> <td>30,00,00,000</td> <td>in the Aggregate during the Policy Period</td> </tr> </table>	INR	15,00,00,000	Any One Accident and	INR	30,00,00,000	in the Aggregate during the Policy Period		
INR	15,00,00,000	Any One Accident and									
INR	30,00,00,000	in the Aggregate during the Policy Period									
7	Form	:	As per TATA AIG's Public Liability Insurance Indian Wording								
8	Paid Up Capital	:	INR 15,00,00,000								
9	ESTIMATED ANNUAL TURNOVER AS DECLARED:	:	INR 16,98,00,00,000								
10	Territory & Jurisdiction	:	India Only								
11	Annual Premium	:	<table border="1"> <tr> <td>Premium without Tax</td> <td>1,20,000</td> </tr> <tr> <td>*Taxes as applicable on above Premium @18%</td> <td>21,600</td> </tr> <tr> <td>ERF Contribution</td> <td>1,20,000</td> </tr> <tr> <td>Total Premium</td> <td>2,61,600</td> </tr> </table>	Premium without Tax	1,20,000	*Taxes as applicable on above Premium @18%	21,600	ERF Contribution	1,20,000	Total Premium	2,61,600
Premium without Tax	1,20,000										
*Taxes as applicable on above Premium @18%	21,600										
ERF Contribution	1,20,000										
Total Premium	2,61,600										
12	Loss Record	:	<p>Nil Loss History</p> <p>- Proposal form duly filled, signed, dated and stamped</p>								
13	Subjectivity	:	<p>- "No Known or Reported Losses or Circumstances Leading to Losses," declaration prior to binding</p> <p>- Duly Stamped & Signed Form-III</p>								
14	Date	:	02-04-2025								

Best Regards



Surabhi Tandon
Casualty Lines
Tata AIG General Insurance Company Ltd
(IRDA Registration No: 108)
(CIN Number: U85110MH2000PLC128425)

F no. IA-L-11011/87/2025-IA-I (E-Comp. no.272750)
Government of India
Ministry of Environment, Forest and Climate Change
(IA- Compliance & Monitoring Division)

Indira Paryavaran Bhavan
Jor Bagh Road, Aliganj,
New Delhi-110 003
Email: bhardwaj.adiraju@gov.in
Dated: 01st, December, 2025

To,

Deputy Director General of Forests (C),
Ministry of Environment, Forest and Climate Change,
Regional Office, Kendriya Sadan, 4th Floor, E&F
Wings, 17th Main Road, Koramangala II Block,
Bangalore, Karnataka -560034.
Email – rosz.bng-mef@nic.in

Sub: Letter Seeking Action Taken Review Report “Bicholim Mineral Block–1 (Auction Block) of M/s Vedanta Limited for mining of Iron Ore located at Bicholim, Bordem, Lamgao, Mulgoa, Mayem & Sirigao Villages of Bicholim Taluka of North Goa District, Goa” -Reg.

Ref:

- i. The monitoring report vide letter no. F. No. EP/12.1/2023-24/2/Goa/582 dated 23.09.2025.
- ii. EC No. IA-J-11015/3/2023-IA-II (NCM) dated 23.01.2024.
- iii. NGT (WZ), Pune Order dated 17.06.2025 in OA No. 65/2025 (WZ)
- iv. The ATR vide letter dated 14.11.2025

Sir,

This has reference to the Action Taken Report submitted by **M/s Vedanta Limited** vide the letter dated **14.11.2025** (Copy enclosed) w.r.t non- compliance observed by the Regional Office (RO), Bangalore vide monitoring report **23.09.2025**.

2. The RO, Bangalore is requested to verify the facts of the response submitted by the PP and submit the Action Taken Review Report at the earliest to the ministry.

This issues with the approval of the Competent Authority.

Yours faithfully

Encl. As above

(Dr. Bhardwaj Adiraju)
Joint Director/Scientist 'D'

Copy to:

1. The Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032.
2. M/s Vedanta Limited, Dy. Chief Executive Officer, Iron Ore Goa, Sesa Goa,, Sesa Chor, 20 EDC Complex, Patto, Panjim, Goa, North Goa, 403001
3. The Member Secretary, Goa State Pollution Control Board, Nr. Pilerne Industrial Estate, Opp. Saligao Seminary, Saligao Bardez-Goa-403511.
4. The Member Secretary, NCM of IA Division, Ministry of Environment, Forest & Climate Change, Indira Paryavaran Bhawan, Jor Bagh Road, New Dellhi- 110003.
(For information)


(Dr. Bhardwaj Adiraju)
Joint Director/Scientist 'D'

1842

भारत सरकार/ Government of India

Email/ By Post
Annexure-VIII



Government Of India

पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय/ Ministry of Environment, Forest and Climate Change

क्षेत्रीय कार्यालय – बंगलुरु / Regional Office - Bengaluru

केन्द्रीय सदन, चौथी मंजिल, ई एंड एफ विंग्स / Kendriya Sadan, 4th Floor, E&F Wings

17th मेन रोड, II ब्लॉक, कोरमंगला, बंगलुरु 560034 / 17th Main Road, II Block, Koramangala,

Bengaluru 560034



F.No. EP/12.1/2023-24/2/Goa 827

17.12.2025

सेवा में / To

✓ Dr. Bhardwaj Adiraju
Scientist 'D',
Compliance & Monitoring Division – I.A. Division
Ministry of Environment Forest and Climate Change,
Indira Paryavaran Bhawan, Jor Bagh Road,
Aliganj, New Delhi 110003.

Sub.: Letter seeking ATR review report 'Bicholim Mineral Block – I (Auction Block) of Vedanta Ltd. in Goa – ATR review report – regarding.

Ref.: Ministry's Letter No. IA-L-11011/87/2025-IA-I dated 01.12.2025.

महोदय / Sir,

Apropos to the Ministry's letter cited above, the ATR submitted by the PP vide letter dated 14.11.2025 was examined. The observations drawn upon examination of the ATR is enclosed for kind reference and necessary action at your end.

This issues with the approval of the Competent Authority.

भवदीया / Yours faithfully

(डॉ. दोला भट्टाचारजी / Dr. Dola Bhattacharjee)

वैज्ञानिक 'बी' / Scientist 'B'

संलग्न / Encl.: As above.

Copy to:

The Member Secretary, IA-Division (Non-Coal Mining), Ministry of Environment Forest and Climate Change, Indira Paryavaran Bhawan, Jor Bagh Road, Aliganj, New Delhi 110003.

--X--

PLS RUPP Hony
26/12/25
BA (JK)

Review Report on the Action Taken Report (ATR) Submitted by the Project Proponent Vide Letter Dated 14.11.2025

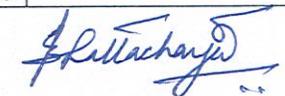
Observations by the Ministry as per letter no. IA-L-11011/87/2025-IA-I dated 14.10.2025	Compliance status as reported to the Ministry by this RO vide Letter dated 23.09.2025	Compliance status reported (to the ministry) by the PP vide Letter dated 14.11.2025	Comments upon review of the PP's Submission (vide Letter dated 14.11.2025)
As per the EC, the PP was required to modify the crushing & screening units within 4 months from the date of issue of the EC however the PP has not established the crushing and screening units and is using mobile screen for ore segregation. (Specific Condition 18.4, 23.1)	The crushing/ screening plant has not yet been established. PP is currently using mobile screens for the segregation of ore.	<p><i>During the project appraisal, the sub committee of EAC visited the auctioned mine site of Block 1 Bicholim mineral block. During the site visit the committee visited the crushing plant site also. As the mines in Goa were shut since 2018, the said plant was in corroded condition and worn out. Hence the Sub committee asked the project proponent if the same old plant is going to be used and how much time it would take for modifying/strengthening the existing crushing and screening units As recorded on pg no. 21 point no 7 of EC letter, the Project Proponent submitted that crushing & screening units will be modified within 4 months after obtaining the Clearances. After obtaining the EC the project proponent immediately applied for required NOC from Panchayat on 27/05/2024 (letter enclosed as Annexure 1). However there was a delay in obtaining the NOC from panchayat as a result the crushing & screening construction did not start. We have obtained the required NOC's -and the construction work of the crushing and screening plant has started and expected to be completed latest by February 2026.</i></p> <p><i>Photographs have been enclosed.</i></p>	<p>Compliance in progress.</p> <p>The Project Proponent (PP) has submitted that subsequent to obtaining the Environmental Clearance (EC), an application for the requisite No Objection Certificate (NOC) from the concerned Panchayat was submitted on 27.05.2024. However, due to delays in the issuance of the NOC, the commencement of construction activities for the crushing and screening unit was deferred. The PP has now informed that the necessary NOCs have been obtained, and construction work is currently in progress. Photographic evidence supporting the ongoing construction has been provided by the PP.</p>
A budget of Rs 309.3 Lakhs to address the concerns raised by the	An action plan has been developed by the PP and implementation status for the period 2024-25 have been submitted to this office. PP reported to	The budget of Rs. 309.3 lakhs to address the concerns raised by public in the public hearing is for three years. Action plan to comply with the	<p>Compliance in progress.</p>



<p>public in the public consultation was approved as per the EC, however the PP is reported to have spent Rs. 116 lakhs. (Specific Condition 3.1)</p>	<p>have spent Rs. 116 lakhs (no audited expenditure statement produced) during this period towards the implementation of the proposed action plan that included providing agriculture related support to the local farmers, educational support to the neighboring schools, healthcare facilities to the surrounding villages, skill development for the locals, etc. Photographs were presented during the site visit. Local authorities may further ascertain the status of compliance in this regard.</p>	<p><i>same within three years was presented to the EAC during appraisal process as well as submitted to regional office of MoEF. The same also is provided in final EIA report Chapter no 7 namely additional studies, Table no 7.1, Page no 179 to 183. The relevant pages of EIA are attached as Annexure – 2. Since our mine has just completed a period of one year and seven months from start of operations, we remain committed to comply with this EC condition and to utilize the budget within 3 years from the start of mining operations, ie, by April 2027.</i></p>	<p>The PP has submitted an action plan addressing the issues raised during the public hearing, along with the implementation status for the period 2024–25. It has been stated that a total budget of ₹309.3 lakhs has been earmarked for addressing public concerns over a three-year period. As of now, the project has completed one year and seven months since the commencement of mining operations. The PP has assured that the committed budget will be utilized within the stipulated three-year timeframe, i.e., by April 2027.</p>
<p>The expenditure by PP on Adoption and implementation of mitigation measures proposed under the EMP is less as per the approved budgetary provision of 72 Cr. (Specific Condition 5.1)</p>	<p>As per the records produced and based on the observations made during the site inspection, compliance to the condition is in progress. The following details (table below) have been provided by the PP in this regard:</p>	<p><i>This is a typographical error in the Environment Clearance (EC) condition. The Budgetary provision mentioned as Rs 72 Cr. in the condition is requested to be updated as Rs. 72 lakhs, in accordance with the Final EIA report and presentation to the EAC. The budgetary provision committed and proposed in our Final EIA (Chapter 2 namely Project description, page no 13 and Chapter 10 namely Environment Management Plan, page no 241, para 10.8, table 10.14, (Refer Annexure 3) as well as presented to EAC was Rs 72 Lakhs. The same also appears on page 16 of EC letter. The 72 lakhs was basically towards capital expenditure, However we have spent much more i.e 435 lakhs. The details of actual spent</i></p>	<p>Compliance in progress.</p> <p>The Project Proponent (PP) has requested a correction in the budgetary provision stated as ₹72 Crores in the stipulated condition, seeking its revision to ₹72 Lakhs in alignment with the figures presented in the Final Environmental Impact Assessment (EIA) Report and the presentation made before the Expert Appraisal Committee (EAC). Furthermore, the PP has intimated that an expenditure of ₹435 Lakhs has already</p>

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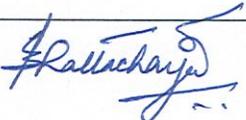
	EMP Expenditure					
	Description	Cost (Rs in Lakhs)				Details
		Capital	Recurring			
	Environment monitoring	174	28	Environment Monitoring Air, Water, Noise, Awareness and training, Capex: display board, CAAQMS, water monitoring stations	<p>towards EMP for the first year is provided below*.</p> <p>Hence we request to kindly consider the amount of Rupees 72 lakhs as the approved budgetary provisions towards EMP.</p>	<p>been incurred towards the implementation of the Environmental Management Plan (EMP).</p>
	Mine reclamation	0	7	Procurement of native and fruit bearing species of saplings and plantation and after care		
	Erosion control	0	403	Laying of silpaulin on waste dumps, De silting of settling ponds, digging of trenches, garland drains. Laying of geotextile final waste dumps of 2Ha		
	Water treatment	0	6	Water treatment by lime, magnasol and manpower		
	Air pollution control measures	261	72	Hot mixing of road, Dry wheel wash/roller system, Hiring of tankers and road sweeping machine for road cleaning.		
	Statutory	0	77	CTE/CTO/membership fees for Hazardous waste disposal facility		
	Health and safety	0	26	Premedical test, Occupational health centre on mines, PPE, Fire safety		
	TOTAL	435	620			
			1,055			
<p>As per the inspection report though plantation has been done by the PP Peripheral greenbelt & Fruit-bearing trees verification of tree density, overall survival rate, and compliance with 2500 trees/ha standard is pending. (Specific Conditions 16.1 & 16.2)</p>	<p>During the site inspection, it was noticed that the PP has planted fruit bearing trees along the safety zone. As per the records produced, during 2024, 9050 saplings were planted (22 varieties, including Jambul, Mahogini, Kaju, etc. as the predominant variety). In 2025, till date, the PP planted total 4500 saplings (22 varieties, including Mango, Jambul, Bayo, Raintree, etc. as the predominant variety). The Forest Department may further ascertain the tree density. Further, it was noted that the PP has established a nursery facility at the site that looks after the sapling quality.</p>	<p>The periphery of entire mineral block already consists of thick plantation carried out by earlier lease holder. The project proponent has identified the gaps in the said plantation by planting native species in consultation with state forest department. Communication with forest dept is attached as Annexure 4 The project proponent has also carried out native species plantation on finalized areas of dumps slopes. (Relevant photographs of native fruit-bearing plantation is enclosed as Annexure 5). The spacing of 2 m is maintained so that the density of 2500 trees per ha is achieved. During the monsoon 2025, 10550 no of saplings were planted within the mines (safety zone and dump slopes) The plantation is being maintained by providing necessary after care like watering and manuring. We are committed to maintain the tree density of 2500 trees/ha. We are also committed to complete the mentioned peripheral plantation within 3 years from start of mining operations, i.e, by April 2027. Photographs enclosed.</p>	<p>Compliance in progress.</p> <p>The PP has informed that native species are being planted in consultation with the State Forest Department (copy of a correspondence with the Forest Department has been enclosed). It has further been stated that a spacing of 2 meters between trees/plants is being maintained to achieve a plantation density of 2,500 trees per hectare. The PP has assured that the ongoing peripheral plantation activities will be completed within the committed three-year period, i.e., by April 2027.</p>			
<p>As stipulated in the EC, PP has not fully</p>	<p>It was intimated that the local Truck Owner Association is opposing the replacement of the</p>	<p>The project proponent while presenting to the EAC had clarified that the transportation</p>	<p>Compliance in progress.</p>			


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<p>replaced 10.5 T Trucks with 25 T trucks. (Specific Condition 18.2)</p>	<p>existing trucks (10.5 T capacity). PP, therefore, planned to replace these trucks in a phased manner over a period of 5 years. Copy of the MOM with the Truck Owner Association dated 27.12.2023 was presented by the PP during this site inspection.</p>	<p><i>activity from mine to jetty is carried out by locals and under the control of Directorate of Mines and Geology. The locals had invested in the 10.5trucks (approved capacity of trucks) and the mining operations in Goa came to a sudden stand still in 2018. The truck owners association has strongly objected to replacing their trucks for time being as they faced heavy losses due to the mining ban and they oppose any change till their losses are covered. The EAC also had agreed for the same and hence had stipulated to replacement in phased manner. Further, we have also requested the Directorate of Mines & Geology, Goa (DMG) to increase the truck capacity vide letter dated 30th May 2025 and 16th April 2025 (Letters attached as Annexure 6). We are strongly pursuing the matter with DMG as well as truck owners association which will help in reduction of traffic load as well as emissions per tonne/km. We remain committed to replace 10.5 T trucks with higher capacity trucks, after obtaining due permission from the DMG, in phased manner.</i></p>	<p>PP has intimated that they are actively coordinating with the Truck Owner Association and the Directorate of Mines & Geology, Goa, regarding the phased replacement of the existing transportation fleet. The PP has assured that the replacement process will be undertaken in a systematic and phased manner. In support of this, the PP has enclosed a copy of the communication with the Truck Owner Association.</p>
<p>The PP has not provided details relating to development of a theme-based garden at the project site. (Specific Condition 22.1)</p>	<p>As noted during the site inspection, PP has developed a nursery adjacent to the mineral block. PP explained that they also have plans to develop a theme-based garden here. However, no details have been provided yet to this office.</p>	<p><i>We have already developed a nursery spread across 1100 sq.m. adjacent to the mine, in consultation with the State Forest Dept. For theme-based garden within the mine, we wish to submit that the mine has just started in 2024 and post-reclamation of the mined-out areas and dumps, we will be able to develop the theme-based garden, as per the conceptual mine plan. As of now the mines is yet to reach the conceptual stage. The project proponent has expertise in developing such theme based gardens and has demonstrated it on one of its mine (Sanquelim mine) in Goa. (photos of gardens developed at Sanquelim mine attached as Annexure 7).</i></p>	<p>Agreed to comply with.</p> <p>The Project Proponent (PP) has intimated that mining operations commenced in the year 2024. As per the approved conceptual mine plan, the development of a theme-based garden is proposed following the reclamation of mined-out areas and overburden dumps. The PP has assured to undertake this activity in accordance with the</p>

[Signature] 4

			progressive mine closure plan and post-reclamation schedule.
Camera traps and wildlife monitoring equipment has not been fully deployed by the PP (Specific Condition 24.1)	Based on the records produced during the site inspection, PP has submitted a revised Wildlife Conservation Plan to the Chief Wildlife Warden (dated 30.11.2023), Goa Forest Department that includes provision of funds for installation of camera traps for ensuring presence and movement of wild animals in the vicinity of the mine lease area.	<i>Provision for providing Camera traps is kept in the Wild Life Conservation Plan which is pending approval of State Forest Department. The same will be implemented once the plan is approved by the Forest department. Excerpts from Wild Life Conservation Plan submitted to forest department is attached as Annexure 8 Subsequent to approval of the Wildlife Conservation Plan by the State Forest Department, we will pursue with the Department for prompt implementation of these equipment, in accordance with the EC condition.</i>	Compliance in progress. PP) has submitted a revised Wildlife Conservation Plan to the Chief Wildlife Warden, Goa Forest Department, dated 30.11.2023. The revised plan includes a dedicated budgetary provision for the installation of camera traps as part of the prescribed wildlife conservation measures. The PP has further stated that, upon receipt of approval from the State Forest Department, they will actively coordinate with the Department to ensure timely implementation of the proposed measures, in compliance with the relevant Environmental Clearance (EC) condition.
The PP has not provided permission letter obtained from Water Resource Dept, Goa for groundwater intersection. (Standard Condition 3.1)	PP informed that the mining activities would intersect the ground water table and prior permission has been obtained from the Water Resources Dept., Goa. However, copy of the permission letter has not been shared with this office. The concerned Dept. (WRD-Goa / DMG-Goa) may further ascertain the status of compliance in this regard.	<i>Permission from Ground Water Cell of Water Resource Department is obtained and has been submitted during the MOEFCC RO, Bangalore inspection. Copy of the permission is attached as Annexure 9</i>	Complying with. Based on the supporting documents produced by the PP, including Annexure 9, it has been noted that the PP has obtained the No Objection Certificate (NOC) from the Water Resources Department, Government of Goa, vide letter dated 21.09.2023.
During the inspection, pH levels in the well water were found to	As per the records produced, the PP is undertaking well water quality and depth monitoring across 05 stations in the neighboring villages (Bicholim, Lamgao,	<i>Overall, the pH of ground water in Goa is acidic to slightly acidic in nature. This is due to the influence of lateritic soils having ph (5.5 to 6.5).</i>	Complying with.

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<p>be acidic [as per the BIS drinking water specification] (Standard Condition 3.2)</p>	<p>Mulgao, Pilgao and Mayem) on a monthly basis. Upon a random examination of the records, the following were noted:</p> <ul style="list-style-type: none"> • In the month of May 2025, the critical parameters like – pH, TDS, TSS, <i>E. coli</i>, Total Coliform and water levels reported across these wells ranged from - 5.47 to 5.92, 20 to 96 mg/L, 2 to 7.2 mg/L, Not detected in 100 ml, Not detected in 100 ml, 4.6 to 7.8 m, respectively. • Similarly, in the month of June 2025, these critical parameters – pH, TDS, TSS, <i>E. coli</i>, Total Coliform and water levels reported across these wells ranged from - 4.9 to 5.85, 24 to 86 mg/L, 2 to 5.2 mg/L, Not detected in 100 ml, Not detected in 100 ml, 4.1 to 7.8 m, respectively. <p>Thus, the reported pH levels in the well water during this period were found to be acidic [as per the BIS drinking water specification (https://cpcb.nic.in/wqm/BIS_Drinking_Water_Specification.pdf)]. The Goa SPCB may further ascertain the status of compliance with the prescribed standards. Further, PP had presented copy of the peizometer purchase order placed vide PO No. 7100041648 dated 20.08.2025 to M/s Jinharsh Industrial Solutions Pvt. Ltd., Goa.</p>	<p><i>The same was also presented in the EIA study report as part of baseline study in Chapter 3-Description of the Environment. The acidic nature of ground water is due to the regional geography of Goa and not attributable to our operations. We request to kindly consider the same.</i></p>	<p>Based on the submission made by the PP, a Scientific literature review was conducted (including the CGWB-2025 Report at https://cgwb.gov.in, Goa State Agriculture Dept. Report at https://www.agri.goa.gov.in, etc.). It was found that groundwater in Goa is naturally acidic in many areas, primarily due to the region's lateritic soil and specific geochemical reactions.</p>
<p>As per the submission of PP mining is being carried out as per the approved mining plan however, status of compliance in this regard is awaited from IBM/DGM-Goa. (Standard Condition 5.1)</p>	<p>PP displayed copy of the approved mining plan. It was intimated that mining is carried out at par with the approved mining plan. The IBM/ DGM-Goa may further ascertain the status of compliance in this regard. During the site inspection, however, it was noted that PP is maintaining the OB dumps, dump reclamation/stabilization activities are in progress, etc.</p>	<p><i>This is a standard condition in EC. The project proponent confirms that all mining operations in the Block 1 Bicholim Mineral Block are carried out as per approved mining plan. No deviation is observed by IBM during their inspections. Also there is no specific requirement in the EC condition to take any report from IBM.</i></p>	<p>PP stated that they are complying with.</p>



<p>Dump slope stabilization with geotextile and vegetative cover were done by the PP however status of compliance wrt gullies may be confirmed by IBM/ DGM-Goa. (Standard Condition 6.2)</p>	<p>During this site inspection, it was noted that the slopes of the finalized dumps have been covered with laterite and geotextile mats are being spread and saplings are being planted over it. Gullies are managed by the PP. The IBM/ DGM-Goa may further ascertain the status of compliance in this regard.</p>	<p><i>Proper measures as mentioned in the RO report are taken on the dump slopes . Inward slope is provided on the dump steps to properly channelize the storm water so as to prevent gullies. The finalised slopes are covered with biodegradable geotextiles, sprayed with grass seeds and planted with native species. There is no specific requirement in the EC letter to get any confirmation from IBM/ DGM. While taking above measures to prevent formation of any gullies on the slope, we also monitor the dump slopes on regular basis and in case a gully is somehow formed, we take immediate action in channeling water away from the area to prevent its impact on the overall dump stability. It is part of routine efforts towards dump stability. Photograph enclosed.</i></p>	<p>PP stated that they are complying with.</p>
<p>Permanent water sprinklers along the 3.40 km haul road within the ML area and 2.80 km outside the ML area have not been installed. (Specific Condition 18.1 & Standard Condition 7.2)</p>	<p>During the site inspection, it was informed that variants of available (in the market) permanent water sprinklers are being examined by the PP for their suitability for installation along the road. PP had displayed the sprinkler systems that they have procured as part of this exercise. Meanwhile mobile water tankers and a road sweeping machine have been deployed for dust suppression. Further, the PP is monitoring the fugitive emission and maintaining the records.</p>	<p><i>Rain water harvested in mine pit is used for dust suppression. The said activity is totally carried out by local villagers by deploying water tankers. The local stake holders are opposing installation of fixed water sprinklers as it will impact their livelihood. However company has already initiated the work of installing permanent sprinklers in phases and first phase will be completed immediately post monsoon 2025, ie, latest by May 2026. The same was also informed to the RO official also during the site visit. Copy of the commercial PO to implement permanent fixed sprinkling system is also enclosed in Annexure – 14</i></p>	<p>Compliance in progress. The Project Proponent (PP) has informed that mobile sprinklers are currently being operated in the project area by local personnel. However, it has been stated that there is local opposition specifically to the installation of fixed water sprinklers. Despite this, the PP has initiated the phased installation of permanent sprinkler systems to enhance dust suppression measures in accordance with the stipulated environmental conditions.</p>
<p>Full coverage of Greenbelt development along 7.5 m safety zone of</p>	<p>During the site inspection, it was noted that the PP is developing greenbelt along the safety zone. The concerned authority (IBM/ DMG-Goa) may further ascertain the exact extent of the safety</p>	<p><i>The standard condition no 8.1 stipulates to develop green belt of 7.5 m safety zone in 5 years and the mine has completed only one year of operation. There already exist a thick 7.5m</i></p>	<p>Compliance in progress. PP is developing greenbelt along the safety zone</p>

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<p>the mine lease boundary has not been achieved as per the EC. (Standard Condition 8.1)</p>	<p>zone that is being maintained all along the mine lease boundary as per the applicable guidelines.</p>	<p><i>green belt / safety zone at the periphery of the mine lease. The same is being strengthened and maintained. We are attaching here with the google image of mines where in a thick green belt is seen all along the lease boundary (Refer Annexure 10). Plantation details attached in Annexure 11.</i> <i>Google earth image of block - i Bicholim mineral block provided.</i></p>	<p>(Google Earth Imagery provided). Furthermore, the PP has stated that plantation activities within the safety zone are being progressively strengthened and maintained along the entire lease.</p>
<p>Construction of the underpass has not yet commenced. (Specific Condition 20.1)</p>	<p>As per the documents produced by the PP, advance payment to the PWD, Goa, for the execution of underpass construction has been made.</p>	<p><i>An advance payment of Rs. Six crores towards the construction of underpass has already been made and we are pursuing with the Public Works Department to execute the underpass construction. The underpass job will be executed by PWD after obtaining necessary NOCs/permissions (Supporting document attached Annexure-12)</i></p>	<p>Compliance in progress. The PP has confirmed that an advance payment of ₹6.00 crores has already been made towards the construction of the proposed underpass. Further, active follow-up is being undertaken with the Public Works Department to ensure the execution of the underpass construction.</p>
<p>Compliance details of mitigation measures prescribed in MOEFCC O.M. No. Z-11013/57/2014-IA.II(M) dated 29.10.2014 for mining impacts on habitations have not been submitted. (Standard Condition 1.4)</p>	<p>Based on the records produced and the observations made during the site inspection, following were noted in line with this OM:</p> <ul style="list-style-type: none"> • Check dams, retaining walls/ structures, garland drains and settling ponds have been provided to arrest the wash-off with rain water in catchment area. • Groundwater and surface water quality parameters are monitored by the PP and records are maintained. • Noise levels are monitored by the PP and records are maintained. • As informed, no mining activities are undertaken in the night hours. No blasting activities are taken up as part of this mining 	<p><i>PP is following up the mitigation measures provided in MoEFCC's Office Memorandum No. Z-11013/57/2014-IA.II (M), dated 29th October, 2014. Details of the compliance to each point is enclosed as Annexure - 15. Compliance with MoEF Office Memorandum dated 29.10.2014 was considered by the Hon'ble High Court of Bombay (at Goa) in its Judgment dated 29.06.2024 in PIL 6 of 2024 in the context of transportation of e-auctioned ore and it was held that it is not as if transportation of ore through village road is completely prohibited. (para. 38 & 39 of the Judgement-refer Annexure 13) The transportation of Vedanta Ltd. at Bicholim Mineral Block was also considered by the Hon'ble High Court in</i></p>	<p>Being complied. Compliance details of mitigation measures prescribed in MOEFCC O.M. No. Z-11013/57/2014-IA.II(M) dated 29.10.2014 for mining impacts on habitations have been provided by the PP.</p>

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	<p>project. The Goa-DMG may further ascertain this.</p> <ul style="list-style-type: none"> • Road sweeping machine and mobile tankers have been deployed to manage the dust emission due to road transportation. • As per the documents produced, advance payment to the PWD, Goa, for the execution of underpass construction has been made by the PP. • Socio economic development activities are being undertaken by the PP. <p>The local authorities including the Goa-SPCB and Goa-DMG, may further ascertain the status of compliance in this regard.</p>	<p><i>this judgment allowing transportation as per the conditions of the Environment Clearance and Consent to Operate. (para. 28 & 30 of the Judgment). The transportation of Vedanta Ltd. is not being carried out through village road but instead through non-village/ Major District Road-20 (MDR-20).</i></p>	
<p>During the site visit, as observed by the RO although the PP is using the deviated route with the approval of the DMG and is complying with the CTO conditions, the same amounts to a violation of the EC condition, as also contended by the Applicant in the present case.</p>	<p>The originally proposed transportation route, from the mine to the Sarmanas jetty, is not in use at present. Instead, the PP is undertaking ore transportation through a deviated route (via NBP-B gate) due to a road blockage by some villagers.</p> <p>The PP had sought approval in this regard from the DMG-Goa, which was permitted by the State Government (transit permit issued).</p> <p>The GSPCB granted CTO-renewal to the project with a condition that if the unit proposes for any deviation in the existing transportation route, they shall provide wheel washing facility/ rumbler system (cattle trap) for the ore transportation vehicles at the exit point of the mine prior to entering the public road and should obtain prior permissions from all concerned authorities to carry out ore transportation. During the inspection it was noticed that the PP has provided at least 02 rumbler systems (cattle trap).</p> <p>No habitations immediately on either side along the deviated transportation route (from NBP-B gate till Matwada Junction) was noticed during</p>	<p><i>There is no change in the route, i.e., starting as well as end points remain the same as presented during the EAC meeting. As presented during the EAC meeting, we had proposed to use total 5.48 km of road from mine to Sarmanas jetty, which included 4.54 km of dedicated route and 0.94 km of Major District Road (MDR). The same route mentioned in EC for transportation of iron ore from Bicholim mine to Sarmanas Jetty is being used only with extended usage of public road/ Major District Road-20 (MDR-20) which has already been appraised and examined as part of the EC. Of the 4.68 km of dedicated road, approx. 80% of the land is owned by the company and we were expecting to secure access to remaining 20% of the land. Post grant of EC, access to this small portion of land not owned by company (approx. 20% of dedicated road portion) was blocked by few locals & ex-workmen having vested interest. Relevant extract of the of the newspaper reports are enclosed herewith as Annexure-16 wherein certain individual (mostly ex-workmen of erstwhile mining leaseholder) have made a statement to not allow transportation till their</i></p>	<p>Refer below.</p> <p>Based on the records submitted by the PP, it is observed that due to a road blockage, the PP approached the State authorities seeking permission to utilize an extended stretch of the public road (MDR-20) for transportation purposes. Following site inspections and deliberations, the Directorate of Mines and Geology (DMG), Government of Goa, granted a transit permit to the PP for the said route. Additionally, the Goa State Pollution Control Board (GSPCB) renewed the Consent to Operate (CTO) for the project.</p> <p>Furthermore, the PP, vide letter dated 13.12.2024, duly</p>

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the site visit. Further, the PP has installed online noise monitoring and AAQ monitoring stations along the transportation road (presently under repair, as informed by the PP). The PP has hot mixed this new internal transportation route (300 m approx.). A road sweeping machine and mobile water sprinkling tankers are in place. PP also presented copies of the PUC-Certificates in respect of the transportation vehicles.

The AAQ and noise level monitoring reports, as produced by the PP (December 2024 to June 2025), were found to meet the prescribed standards.

Further, based on the records produced, the PP had communicated vide letter dated 13.12.2024 to the Ministry about the proposed deviation (interim) in the transportation route and intimated about the permission obtained from the DMG-Goa, in this regard.

demands are fulfilled. Due to this blockage, the company approached State authorities seeking usage of the extended stretch forming part of the public road (MDR-20) which is already mentioned in the EC and was considered as part of the EC appraisal process. Subsequently, the Inter-Department Committee (comprising of Dy. Collector, Officials from Directorate of Mines & Geology, Goa State Pollution Control Board, Public Works Department, Addnl. Director of Transport, Traffic Cell, Bicholim and Police Inspector, Bicholim) took cognizance of this blockade/ obstruction & conducted site visit, following which this extended usage of around 0.8kms of public road MDR-20 was approved by the Inter Department Committee and State Government, keeping the total road usage by the company same as per EC. Copy of the Inter-Department Committee is enclosed. The Inter-Department Committee has further observed that the traditional transport route of mineral transportation was blocked by land-owners/farmers, who had also demanded that transportation be carried through the public road. Accordingly, the company applied for transportation on extended stretch of public road. The Committee has also observed that there is neither any habitation nor any increase in traffic load, by allowing usage of the extended stretch of public road. Further, in one of the related Court case at the High Court of Bombay at Goa in Misc.Civil Application no. 102/2025 of Writ Petition no. 6/2024, the Govt. of Goa DMG in its affidavit has submitted the following: (Copy of the affidavit is provided at Annexure 17) "8. I say that the permit for the other route was granted after inspection conducted by an inter-departmental committee comprising officials from the Police

informed the Min. regarding this interim deviation in the transportation route and confirmed that requisite permission had been obtained from the DMG-Goa. In view of the above, the PP has stated that the temporary change in the transportation route does not constitute a violation of the conditions stipulated in the EC.

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Department, Public Works Department, Transport Department, Office of the Deputy Collector, Bicholim, Goa State Pollution Control Board and Directorate of Mines & Geology. I say that the Committee recommended that transportation through the alternate route may be allowed. The same was considered by the Government, which approved the proposal and accordingly, the permit was granted by this Respondent. I say that grant of approval for the routes is within the domain of the State authorities, which have considered the relevant aspects and examined the feasibility, after conducting inspection. 9. I say that the fact that the EC refers to a particular route does not mean that no transportation can be permitted by the State authorities from a different route. I say that it is pertinent to note that the route in question is a public road. I say that no person can be prevented from using the public road. I say that adequate safeguards are in place to keep a check on the transportation activity, including monitoring by the GSPCB."

In view of the above, it may be considered that the grant of approval for the routes is within the domain of the State authorities, which have considered the relevant aspects and examined the feasibility of mineral transportation, after conducting site inspection. Further, the usage of public roads for mineral transportation can be granted by State authorities including SPCB with adequate safeguards.

Further, in compliance of the NGT directions, field inspection has been done by Joint Committee comprising MOEF Regional Office (Bangalore), GSPCB and DMG officials, who have also ascertained the transportation of the route is being done with necessary environmental and traffic safeguard measures.

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Map of the route as well as details are shown below (enclosed by the PP with the report). The current transportation route approved by the State Authorities does not involve any other transportation route. Rather, the company has been permitted to use extended stretch of the same public road MDR-20 which has been appraised to the EAC and was part of the consultation process for grant of Environment Clearance for Bicholim Mineral Block. The same major district road (MDR-20) is used which is already specified in the EIA. The above changes were also intimated to MoEf vide our letter dated 14/12/2024 and submitted to MOEF RO through our six monthly compliance reports . Hence, we request you to kindly reconsider your observation wrt transportation route in light of our above submissions and permission granted jointly by the DMG, SPCB and various State Govt. authorities. In view of the above clarifications and factual submissions, we request your good Office to kindly consider and issue closure of the letter dated 14 October, 2025 duly recording withdrawal of observations at sr. no 3(xvi) of the said letter and that there is no violation of the EC conditions.



(Dr. Dola Bhattacharjee, Scientist 'B')

Dr. Dola Bhattacharjee
Scientist 'B'

MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE
Integrated Regional Office, Kendriya Sadan
IVth Floor, E&F Wings, Bengaluru - 560 034.

Dated: 17.12.2025, RO-Bengaluru-MoEFCC.



GOVERNMENT OF GOA
1855
Directorate of Mines & Geology

Annexure-IX



Institute Menezes Braganza, Ground floor Panaji Tiswadi GOA

Office Phone No :

Fax No :

Email : dir-mine.goa@nic.in

Website : https://dmg.goa.gov.in/

Permit No.:IFT122500119

TRANSIT PERMIT

Issue Date: 31-Dec-2025

Ref: Application no. DMG152507364 dated 31-Dec-2025.

Valid Upto : 27-Feb-2026

Organization/Applicant Details

Vedanta Limited

Address : 20, Sesa Ghor EDC Complex, Patto, Panaji, Tiswadi, North Goa, Goa, 403001

IBM Reg No. : IBM/327/2011

IEC Code : 1788000234

Purpose : Movement

Applicant : Vedanta Limited

Mineral & Source Details

Mineral, Type : Iron ore, Fines

Grade Slab : 55% To Below 58%

Ore Category : Royalty Paid

Permit Quantity
50000.000 MT

Ore Ref. : -

Source Location : Bicholim Mineral Block - I

Destination & Transportation Details

Destination : Sarmanas Jetty

Transportation : Road

Road Route : BICHOLIM MINERAL BLOCK- 1 - NSP-1TOP-PILGAO JUNCTION-NBP B GATE-SARMANAS JETTY.
- SARMANAS JETTY

Note : Truck Tripsheet(s) will be generated from Source Location to Destination Location

Payment Details

Processing Fees : Rs. 25000.00 @ 0.50/ MT

Fees debited through wallet

IT Processing Fees : Rs. 25000.00 @ 0.50/ MT

Taxes Extra : Rs. 4500.00

Applicant Remarks

Against Royalty Challan No. 202500872535

Department Remarks

Remark by Nitin K. Atoskar (Geologist) : -

Remark by Dy Director II : -

Dy Director II



31-Dec-2025 03:59:42 PM

DISCLAIMER

- * The Directorate of mines and geology reserves the right to modify, suspend, continue or terminate all or any part of the permit in general, at any time without giving notice and without assigning any reason whatsoever.
- * The Goa Prevention of Illegal Mining, Storage & Transportation of Mineral Rules, 2013 needs to be strictly followed.
- * Any changes in the above details should be brought to the notice of the Directorate of Mines & Geology.
- * Permit is subject to the condition that the trucks used to transit the ore has following valid documents Vehicle Registration Certificate, Fitness Certificate, Road Tax Certificate, Insurance, Pollution Under Control Certificate.
- * This permit is issued based on documents submitted by the applicant. Applicant will be solely responsible for the genuineness of the same.