

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
Original Application No: 1034 of 2024**

**IN THE MATTER OF**

K SANJEEV DOGRA

..... APPLICANT

-VERSUS-

STATE OF HIMACHAL PRADESH AND ORS.

.....RESPONDENT

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*Ravi Kumar*  
RESPONDENT NO.17

**THROUGH COUNSEL**

Place: New Delhi

Date: 05.09.2025

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PRINCIPAL BENCH, NEW DELHI  
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**REPLY IN COMPLIANCE OF ORDER DATED 20.03.2025 ON BEHALF  
OF RESPONDENTS NO. 17 IN THE MATTER OF K. SANJEEV DOGRA  
V. STATE OF HIMACHAL PRADESH AND ORS. (O.A NO. 1034/2024)**

1. The present Affidavit is being filed in terms of the order dated 20.03.2025 passed by this Hon'ble Tribunal in captioned O.A No. 1034 of 2024, wherein the Hon'ble Tribunal held: *"In view of averments made in the original application and the observations made in the reports of the Joint Committee, following 11 mining lease holders and 14 stone crushers are impleaded as respondents no. 5 to 29"*
2. That the Respondents are licensed Mining leaseholders, who are undertaking mining operations in adherence with all the applicable rules and regulations made by regulating authorities.
3. That the Respondents are not undertaking conventional riverbed sand mining wherein natural sand is extracted directly from the banks of the river. They are instead, extracting stone and bajra from the river bed and producing M-SAND (Manufactured Sand) which is a by-product of crushed stone.
4. That the Joint Committee in its Final report dated 18.03.2025, made observations in response to the illegal and unscientific mining alleged by the Applicants. Majority of the Illegal mining cases detected by mode of illegal

extraction/storage and transportation have nothing to do with the Respondents.

5. That the Joint Committee raised the following issues pertaining to the activities of the Respondents:

- A. Non-demarcation of 6 Mining leases.**
- B. Discharge of waste water containing silt.**
- C. Installation of Dry extraction cum bag filter followed by cyclone in stone crushing units.**
- D. Absence of retaining Structures.**

6. **Para wise reply to each of the issues pointed out by the Joint Committee in respect of the activities of the Respondents are as follows:**

**A. Non-demarcation of 6 Mining leases.**

That the subject of Demarcation of mining leases comes under the purview of mining department. The Mining leases in question are river bed mining leases and therefore demarcation of river bed mining lease is an annual exercise conducted by the Mining Department. The annual demarcation reports of previous years are annexed in the individual replies of the Respondents.

**B. Discharge of waste water containing silt**

That the Respondents have installed a desilt water treatment plant for waste water discharge and the same has been verified by the Joint Committee in its Final report on page no.10.

*2.3.2. "8. It was observed during 1<sup>st</sup> inspection that stone crusher were discharging waste water containing silt directly and/or indirectly into the river. However, it was observed during 2<sup>nd</sup> and 3<sup>rd</sup> site inspection that out of 14 stone crushers, 13 stone crushers have made arrangements to desilt the waste water and also for storage for recycling by constructing earthen*

*ponds. Whereas, one crusher namely M/s Bhandral Stone Crusher is using channels for settling the silt followed by pond to store and recycle the clear water. ”*

**C. Installation of Dry extraction cum bag filter followed by cyclone in stone crushing units.**

The dry extraction cum bag filter and cyclones are installed in dry-stone crushers to control/reduce dust emissions generated from dry-stone crusher. It is pertinent to mention, that the Respondents are undertaking stone crushing by way of wet stone crusher plants and not dry-stone crusher plants. Wet stone crusher plants produce stone aggregate and coarse sand through a water-based system that does not lead to emission of dust and air pollutants. The installation of dry extraction cum bag filter followed by cyclone in a wet stone crusher plant is unnecessary and redundant. The Respondents have also provided water sprinkling systems on the periphery of the stone crusher units to curb dust emissions. The same is an inevitable and integral part of the wet stone crusher plant.

**D. Absence of retaining Structures.**

That the Respondents are undertaking mining of stones accumulated on the river bed. Such operations do not involve any activity that may result in unintended ejection of rock fragments/ rock projectiles, potentially causing damage to property or injury to people and therefore do not require retaining structures. That the requirement/ need of construction of retaining structures is specific to the location of the mining lease. The construction of retaining structures where it is not imperative, may disturb the river ecology. It is need based and thus the same has not been constructed when there is no specific direction.

**REPLY ON BEHALF OF RESPONDENT NO 17**

1. That the **Respondent No 17: M/s Shree Ram Stone Crusher, Village &P.O. Kandwal, Tehsil Nurpur, District Kangra H.P.** is operating a Wet Stone Crusher that produces Stone Aggregate and Coarse Sand using building stones/ Bajra from the licensed mining lease vide Lease Deed dated **20<sup>th</sup> March 2025**.

The mining lease deed of the Respondent No. 17 is annexed as **ANNEXURE R-17/1**.

2. The Respondent was operating with a valid **Environment Clearance File No: HPSEIAA/2023/1098 dated 7.03.2025**

The Environment clearance of the respondent No.17 is annexed as **ANNEXURE R-17/2**.

3. That the Respondent was carrying out operations of Stone Crushing using excavated stones from the allotted mining lease site as per the terms and conditions listed in the required permissions and clearances.
4. That the Respondent did not indulge in any illegal, unscientific mining/Crushing or transportation of illegally excavated mining material. The Respondent is undertaking Stone crushing operations in compliance with requisite standards provided by the regulating authorities.
5. That the Respondent was not undertaking any action resulting in diversion of river flow or causing any harm to the environment.
6. That the Respondent had installed a desilt treatment plant for waste water discharge and the same has been verified by the Joint Committee in its Final report on page 10.

7. That the Respondent was undertaking stone crushing by way of wet stone crusher plants and not dry-stone crusher plants. Wet stone crusher plants produce stone aggregate and coarse sand through a water-based system that does not involve emission of dust and air pollutants. The unnecessary installation of dry extraction cum bag filter followed by cyclone in a wet stone crusher plant will choke the filter and result in improper functioning.
8. That the Respondent had provided water sprinkling systems on the periphery of the stone crusher units and is using a wet process for the production of Stone Aggregate and Coarse Sand due to which no dust emission is caused.

*Ravi Venna*

**RESPONDENT NO.17**

**THROUGH COUNSEL**

Place: New Delhi  
Date: 05.09.2025

*Singh*

**YAGYAWALKYA SINGH**  
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.....RESPONDENT

**AFFIDAVIT**

I, Ravi Verma Partner M/s Shree Ram Stone Crusher Village & Post office Kandwal Tehsil Nurpur, Distt. Kangra, H. P. hereby solemnly affirm and declare as under:

1. I am the authorised representative on behalf of the Respondent No.17 in the aforesaid matter and am well conversant with the facts and circumstances of the case and competent to swear the present affidavit.
2. That the contents of the accompanying reply have read over to me ,which I understood and I state that the contents of the accompanying reply is based on the records.
3. That the documents filed along with the Reply are true copies of their respective originals.

*Divya Swamy*

I Identify the Deponent who has Signed in my Presence

VERIFICATION

09 SEP 2025

*Ravi Verma*

DEPONENT

Verified at New Delhi on \_\_\_\_ day of \_\_\_\_\_, 2025 that the contents of para 1 of 3 of the above affidavit are true and correct to the best of my knowledge and belief and no part of it is false and nothing material has been concealed therefrom.

09 SEP 2025

*Ravi Verma*

DEPONENT



VERIFIED THAT THE DEPONENT  
S/o Shri. Ravi Verma, R/o  
Identified by me at Delhi  
has solemnly affirmed before me at Delhi  
on \_\_\_\_\_ that the contents of the affidavit which  
have been read & explained to me are  
true and correct to this & knowledge

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*Divya Swamy*



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Himachal Pradesh

₹10,000

e-Stamp

Certificate No. : IN-HP41686921756429X  
 Certificate Issued Date : 13-Mar-2025 03:23 PM  
 Account Reference : NEWIMPACC (SV)/ hp19026304/ NURPUR/ HP-KG  
 Unique Doc. Reference : SUBIN-HPHP1902630477133638242822X  
 Purchased by : RAVI VERMA PART SHREE RAM STONE CRUSHER  
 Description of Document : Article 35 Lease  
 Property Description : LEASE DEED AGGEMENT  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : RAVI VERMA PART SHREE RAM STONE CRUSHER  
 Second Party : Not Applicable  
 Stamp Duty Paid By : RAVI VERMA PART SHREE RAM STONE CRUSHER  
 Stamp Duty Amount(Rs.) : 10,000  
 (Ten Thousand only)

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FORM 'F'

[See rule 17(3)]

FORM OF MINING LEASE DEED FOR MINOR MINERALS

This indenture made this 20<sup>th</sup> day of March 2025 between

the Governor, Himachal Pradesh, acting through the Director of Industries, Himachal Pradesh - (hereinafter referred to as the 'Government' which expression shall where the context so admits, include the successors and assignees) of the one part and Sh. Ravi Verma, Partner- M/s Shree Ram Stone Crusher, Village & P.O. Kandwal, Tehsil Nurpur, District Kangra, H.P.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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Nurpur (Kangra) H.P.

Director of Industries  
Himachal Pradesh

(Hereinafter referred to as the 'lessee' which expression shall where the context so admits, include his heirs, executors, administrators, representatives and permitted assignees) of the other part

WHEREAS the Lessee has applied to the Government in accordance with the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015 (hereinafter referred to as the 'said Rules') for grant of mining lease for collection/extraction of sand, stone & bajri, for use in proposed stone crusher to be installed under name & style M/s Shree Ram Stone Crusher in respect of the lands hereinafter described in Clause (b) and has deposited with the Government the sum of Rs 25,000/- (Rupees Twenty five thousand) only as security (And whereas the lessee is in possession of a valid Certificate of Approval); and

Now, therefore, this deed witnesses and the parties hereto hereby agree as follows:-

1.(a) In consideration of the rents and royalties, covenant and agreement hereinafter contained and on the part of the lessee to be paid, observed and performed, the Government hereby grants and demises unto the lessee all those mines/beds/veins/seams of extraction of sand, stone & bajri (hereinafter referred to as the 'said minor minerals' ) situated, lying and being in or under the lands which are referred to in clause (b) together with the liabilities, powers and privileges to be executed or enjoyed in connection herewith which are hereinafter mentioned in Part-I subject to the restrictions and conditions and to exercise and enjoyment of such liberties, powers and privileges which are hereinafter mentioned in Part-II and subject to other provisions of this lease.

(b) **The area of the said lands is as follows:**

All that tract of land situated at **Mohal Maira Batrah, Mauza Maira Doomal of Tehsil Nurpur, District Kangra, H.P. bearing Kh. No. 692/1, 693/1 & 745/1, totaling an area of 02-11-20 hecets. (Private land, River bed)** or thereabouts delineated on the revenue map (Tatima) or site plan hereto annexed and bounded as follows:

On the North by As per the revenue record  
 On the South by \_\_\_\_\_  
 On the East by \_\_\_\_\_  
 On the West by \_\_\_\_\_

(hereinafter referred to as the 'said lands' or 'leased area').

(c) The lessee shall hold the premises hereby granted and demised from the 20<sup>th</sup> day of March, 2025 for the term of 5 years or as per mineral reserves estimated in the approved mining plan & Environment Clearance whichever is earlier and thence next ensuing.

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Director of Industries  
Himachal Pradesh

PART - ILIBERTIES POWERS AND PRIVILEGES TO BE EXERCISED AND ENJOYED BY THE LESSEE (S)

The following liberties, powers and privileges may be exercised and enjoyed by the lessee(s) subject to the other provisions of this lease deed -

1. **To enter upon land and search for win, work etc:** Liberties and power at all times during the term hereby demised to enter upon the said lands and to search for mine, bore, dig, drill for win work, dress, process, convert, carry away and dispose of the said minor minerals.
2. **To sink drive and make pit, shaft and inclines etc.:** Liberty and power for or in connection with any of the purposes mentioned in this clause to sink, drive, make, maintain and use in the said lands and pits, shafts, inclines, drifts, levels, water ways, airways and other works (and to use, maintain, deepen or extend any existing works of the like nature in the said lands).
3. **To bring and use machinery, equipments:** Liberty and power for or in connection with any of the purposes mentioned in this clause to erect, construct, maintain and use on or under the said lands any engine, machinery, plant, dressing floors, furnaces, coke ovens, brick kilns, workshops, store-houses-banglows, godowns, shed and other buildings and other works and conveniences of the like nature on or under the said lands.
4. **To use water from streams, etc.:** Liberty and power for or in connection with any of the purposes mentioned in this clause but subject to the rights of any existing or future lessees and with the written permission of the Collector to appropriate and use water from any streams, water course, springs or other source in or upon the said lands and to divert, step up or dam any such stream or watercourse and collect or impound any such water and to make, construct and maintain any water-course, cultivated land, village buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs:  
Provided that the lessee shall not interfere with navigation in any navigable stream nor shall divert such stream without the previous written permission of the Government.
5. **To fell undergrowth and utilize timber and trees, etc.:** Liberty and power for or in connection with any of the purposes mentioned in this lease deed, to clear undergrowth and brush-wood. Lessee shall not fell any trees or timber standing or found on the said lands without obtaining prior permission in writing from the concerned Competent Authority in case of the forest area as per requirement of the Forest Conservation Act, 1980.
6. **To get building and road materials, etc.:** Liberty and power for or in connection with any of the purposes, mentioned in this lease deed, to quarry and get stones, gravel and other building and road materials and ordinary clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such material, bricks, tiles.
7. **To use land for stacking purpose:** Liberty and power to enter upon and use a sufficient part of the surface of the said lands for the purposes of stacking, storing or

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depositing therein any produce of the mines and works carried on and tools, equipment and other materials needed for mining operations.

**PART-II**

**RESTRICTIONS AS TO THE EXERCISE OF THE LIBERTIES BY THE LESSEE**

The liberties, powers and privileges granted under Part-I, are subject to the following restrictions and subject to the other provisions of this lease deed:-

1. **No mining operations within the limit of public works etc.:** The lessee shall not carry on, or allowed to carried on any mining operation at any point with in a distance of 100 (hundred) metres from any railway line except under and in accordance with the previous written permission of the Railway Administration, two kilometres from the limits of Municipal Corporation/Committee, one kilometre from the limit of Nagar Panchayat or 100 (hundred) metres from National Highway/Express way or 25 (twenty five) metres from State Highway or 10 (ten) metres from other roads or 50 (fifty) metres from any reservoir, canal or buildings or inhabited sites except under and in accordance with the previous permission of the Competent Authority. The Railway Administration or the Joint Inspection Committee may in granting such permissions, impose such conditions as may deem fit.
2. **Notice for surface operation in land not already in use:** Before using for surface operations on any land which has not already been used for such operation, the lessee shall give to the Director of Industries, Himachal Pradesh and the Mining Officer, two calendar months, previous notice in writing, specifying the situation and the extent of the land proposed to be so used and the purpose for which the same is required.
3. **Not to use the land for other purposes:** The lessee shall not cultivate or use the land for purposes other than those specified in the lease deed.
4. **Use of Mechanical Excavator for Mining:** The collection/lifting of mineral from the riverbeds with the help of tyre mounted loader with backhoe upto 80 Horse Power shall not be treated as mechanical mining and the use of such loader shall be allowed with the permission of the Director after depositing fee and security as specified in the First Schedule with the conditions as specified in the Rules.

The excavation/digging of minerals from riverbed with excavator shall be treated as mechanical mining for which the mineral concession holder shall obtain all the necessary statutory clearances from concerned departments prior to the permission from the Director after depositing fee and security as specified in the First Schedule with the conditions as specified in the rules.

The lease holder may use excavator in hill slope mining with the permission of Geological Wing and after depositing fee and security as specified in the First Schedule.

5. **Mining Plan:** The lessee(s) shall carryout mining operation in accordance with the approved mining plan.

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Director of Industries  
Himachal Pradesh

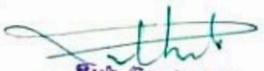
**PART - III****COVENANTS OF THE LESSEE**

The lessee hereby covenant(s) with the Government as follows:-

1. **Rate of Royalty:**
  - (a) The lessee shall pay royalty on the quantity of the said minor mineral removed from the leased area in advance at the rate specified in the Second Schedule. However, as and when the limestone is supplied by the lessee to the Industries other than lime-kiln, royalty shall be paid by the lessee for limestone as major mineral, whichever is more.
  - (b) **Mode of determination of sale price at the pit's mouth:** The sale price of the minor minerals at the pit's mouth shall be the current market price for the mineral of the same grade less-
    - (i) Transport charges from the mine head to the nearest rail head;
    - (ii) Railway freight from the rail head to the market; and
    - (iii) Estimated handling charges and other incidental expenditure not exceeding five percent of the market price.
  - (c) For calculating the royalty, the lessee shall submit by the 10<sup>th</sup> of every month to the Mining office, a return in Form-'G' giving the total quantity of minor mineral(s) raised and dispatched from the leased area in the proceeding calendar month and its value and in case of mineral based industry the monthly electricity consumption bill and other requisite details also. If the lessee does not deposit royalty due for the preceding month by 10<sup>th</sup> of month, 24% per annum simple interest will be charged for the default period after 10<sup>th</sup> of month.
2. **Surface Rent:** - The lessee shall pay for the surface area occupied by him, surface rent at the rate of **Rs. 25000/-** per hectare per annum in two half yearly installments. No surface rent shall be charged in the private lands.
3. **Dead Rent:-**The lessee shall also pay for every year, yearly dead rent at the rate as per Third Schedule per hectare and part thereof per annum:  
Provided that the lessee shall be liable to pay the dead rent or royalty in respect of each mineral, whichever be higher but not both.
4. **Working of newly discovered minerals:** If any minor mineral, not specified in the lease, is discovered in the leased area, the lessee shall report the discovery without delay to the Government and shall not win or dispose of such minor mineral without obtaining a lease therefore. If he fails to apply for such a lease within 6 months from the discovery of the minor mineral, the Government or the authorized officer may give the lease in respect of such mineral to any other person.
5. **To commence mining operations within one year and carry them on properly:** Unless the Government for sufficient cause permits otherwise, the lessee shall commence mining operations within one year, from the date of execution of the lease deed and shall thereafter conduct such operations in a proper, skilful and workman like manner.

**EXPLANATION:** For the purpose of this clause 'Mining Operation' shall include the erection of machinery, laying of a tramway or construction of a road in connection with the working of the mine.

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other way render any spring or stream of water unfit to be used or do anything to injure adjoining land, villages or houses.

22. **Stocks lying at the end of the lease:** The lessee shall on the termination or sooner determination of the lease remove all extracted minerals from the premises of the leased areas within three months and thereafter all extracted minerals in the said lands left over undisposed, after the termination or determination of lease shall be deemed to be property of the Government.
23. **Payment of Taxes:** The lessee shall duly and regularly pay to the appropriate authority all taxes, cesses and local dues in respect of the leased area.

#### PART-IV

#### RIGHTS OF THE STATE GOVERNMENT

1. **Premature Termination of Lease:** Where the State Government is of the opinion that it is expedient in the interest of regulation of mines and mineral development, preservation of natural environment, control of floods, prevention of pollution or to avoid danger to public health or communication or to ensure safety of building, monuments or other structures or for such other purposes, as the State Government may deem fit, it may, by an order, in respect of any minor mineral, make premature termination of mining lease with respect to the area or any part thereof covered by such lease:-  
Provided that no order making a premature termination of a mining lease shall be made except after giving the holder of the lease a reasonable opportunity of being heard.
2. **The Government may determine the lease:** The Government shall have the right to determine the lease after serving a notice on the lessee to pay the dues within 30 (thirty) days from the date of receipt of the notice. If the dead rent or royalty or surface rent reserved or made payable by the lessee is not paid within 15 (fifteen) days next after the date fixed in the lease for payment of the same, Government or any other officer authorized by it in this behalf may also at any time after serving the aforesaid notice, enter upon the said premises and distrains all or any of the minerals or movable property therein and may carry away, detain or order the sale of the property so distrained, or so much of it as will suffice for the satisfaction of the rent or royalty due and all costs and expenses occasioned by the non-payment thereof.
3. **Determination of lease in public interest:** The Government may by giving 6 (six) months' prior notice in writing determine the lease if the Government consider that the area under the lease is required for establishing an industry beneficial to the public in case of Government land:  
Provided that in the state of National Emergency or War the lease may be determined without giving such notice.
4. **Right of pre-emption:** The Government shall from time to time and at all times during the term of lease shall have the right (to be exercised by notice in writing to the lessee of pre-emption of the said minerals and all products thereof lying) in or upon the said lands hereby demised or elsewhere under the control of the lessee and the lessee shall deliver all minerals, or products thereof to the Government at current market rates in such

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14. **To pay compensation for damage and indemnify the Government:** The lessee/lessees shall make and pay such reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by him/them in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.
15. **Abiding by rules:** The lessee shall abide by all existing Laws (Acts) and Rules made thereunder enforced by the Government of India or the Himachal Pradesh Government and all such other Laws (Acts) or Rules as may be enforced from time to time in respect of working of the mine and other matters affecting safety, health and convenience of the employees of the lessee or of the public.
16. **To report accident:** The lessee shall without delay report to the Deputy Commissioner of the District concerned and the Mining Officer or any other officer authorized by him, any accident which may occur at or in the leased area.
17. **Delivery of possession of Land and Mines on the surrender or sooner determination of the lease:** At the end or sooner determination or surrender of the lease, the lessee shall deliver up the said lands and all mines (if any dug therein) in a proper and workable state, save in respect of any working as to which the Government might have sanctioned abandonment.
18. **To provide weighing machine:** The lessee shall provide and at all times keep at or near the pit-head at which the said mineral shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minor minerals from time to time brought to bank sold, exported and converted products, and shall at the close of each day cause the total weights, ascertained by such means of the said minor minerals, ores, products, raised, sold, exported and converted during the previous twenty four hours to be entered in the books of accounts. The lessee shall allow the Government at all times during the said term to employ any person or persons to be present at the weighing of said minor minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the Lessee. The lessee shall give 15 (fifteen) days previous notice in writing to the concerned Mining Officer of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.
19. **To secure pits, shafts, not fill them up:** The lessee shall well and properly secure pits and shafts and will not without permission in writing willfully close, fill up or chock any mine or shafts.
20. **Not to enter upon or to commence operations in the forest land:** The lessee shall not enter upon or commence any mining operations in forest land comprised in the leased area except after previously obtaining permission in writing of the Competent Authority.
21. **To respect water rights and not injure adjoining property:** The lessee shall not injure or cause to deteriorate any sources of water, power or water supply and shall not in any

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6. **To erect and maintain Boundary Pillars, etc.:** The lessee shall, at his own expense, erect and at all times maintain and keep in good repairs boundary marks and pillars according to the revenue map annexed to the lease.
7. **Accounts:** The lessee shall keep correct accounts showing the quantity and other particulars of all minerals obtained from the mines and the number of persons employed therein and a complete plan of the mine and shall allow any Officer authorized by the Himachal Pradesh Government or the Central Government in that behalf to examine at any time any accounts and records maintained by him, and shall furnish to the Himachal Pradesh Government or the Central Government with such information and returns as it may require.
8. **To allow facilities to other lessees, etc.:** The lessee shall allow existing and future licensees or lease holders/contractors of any land which is comprised in or adjoins or is reached by the land, held by the lessee, reasonable facilities for access thereto.
9. **To allow entry to Officers:** The lessee shall allow any officer authorized by the Himachal Pradesh Government and the Central Government to enter upon any building, excavation or land comprised in the lease for the purpose of inspecting the mines.
10. **Returns - The lessee shall,-**
- (a) for calculating the royalty the lessee shall submit by the 10<sup>th</sup> of every month to the Mining office, a return in Form-'G' giving the total quantity of minor mineral(s) raised and despatched from the leased area in the preceding calendar month and its value and in case of mineral based industry the monthly electricity consumption bill and other requisite details also. If the lessee does not deposit royalty due for the preceding month by 10<sup>th</sup> of every month, 24% per annum interest will be charged for the default period after 10<sup>th</sup> of month.
- (b) The lessee shall also furnish by the 15<sup>th</sup> April, every year to the Director of and other Officer (s) specified in the lease deed, a statement giving information in Form-'H' regarding quantity and value of minor minerals (s) obtained during the last financial year, average number of regular labourers employed (men and women separately), number of accidents, compensation paid and number of days worked and wages paid to them separately.
11. **To strengthen and support the mines:** The lessee shall strengthen and support to the satisfaction of the State Government, any part of the mine which in its opinion, requires such strengthening or support for the safety of any railway, bridge, national highway, reservoir, tank, canal, road or any other public work or buildings.
12. **Information for using explosive:** The lessee shall immediately give an information in Form-'I' for use of explosive as soon as-
- (a) the workings in the mine extends below superjacent ground;
- (b) the depth of any open cast excavation measured from its highest to the lowest point reaches six metres;
- (c) the number of persons employed on any day is more then 50(fifty); and
- (d) the explosives which are used.
13. **Maintenance of Sanitary conditions:** The lessee shall maintain sanitary conditions in the area held in by him under the lease.

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quantities and in the manner, at the place specified in the notice exercising the said right.

5. **Penalty for not allowing entry to Officers:** If the lessee or his transferee or assignee does not allow any entry or inspection under clause (9) of Part-III, the Government may cancel the lease and forfeit in whole or in part the security deposit paid by the lessee under rule 15 of the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015.
6. **Acquisition of land of third parties and compensation thereof:** In case the occupier or owner of a land in respect of which minor mineral rights vest in the Government refuses his consent to the exercise of the right and powers, reserved to the Government and demised to the lessees or contractors, as the case may be, the lessees or contractors shall report to the Government and shall deposit with it the amount offered as compensation and if the Government is satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee or contractor shall have deposited with it such further amount as the Government shall consider fair and reasonable the Government shall order the occupier to allow the lessee or contractor to enter the land and to carry out such operations as may be necessary for the purposes. In assessing the amount of such compensation, the Government shall be guided by the principles of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Re-settlement Act, 2013 (Act No. 30 of 2013).

**PART-V**  
**GENERAL**

1. **Cancellation:** The lease shall be liable to be cancelled by the Government if the lessee ceases to work the mine for a continued period of six months without obtaining written sanction of the Competent Authority.
2. **Notices:** Every notice by these presents required to be given to the lessee shall be given in writing to such person resident on the said lands as the lessee may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee by registered post addressed to the lessee at the address recorded in this lease or at such other address in India as the lessee may from time to time in writing to the Government designate for the receipt of notices and every such services shall be deemed to be proper and valid service upon the lessee and shall not be questioned or challenged by him/them.
3. **Recovery:** Without prejudice to any other mode of recovery authorized by any provision of this lease or by any law, all amounts, falling due hereunder against the lessee may be recovered as arrears of land revenue under the law in force for such recovery.
4. **Forfeiture of property:** The lessee should remove his property lying on the said lands within three months after the expiry or sooner determination of the lease or after the date from which any surrender by the lessee of the said lands under rule 22 of Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015 becomes effective, as the case may be. The property left after the aforesaid period of three months shall vest in the Government free

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- (a) Dumping sites for mine waste and top soil shall be provided in such a way so that there is no damage to the adjoining land and the same does not roll down the slope. Top soil shall also be used for afforestation purposes in the barren/exhausted pits.
- (b) Diversion dams and other engineering structures as advised by the Department from time to time, at different suitable sites shall be got erected to arrest and channelize the flow of water and also to avoid erosion of the land, causing siltation of nearby natural water bodies.
- (c) The loading/unloading points in the mine areas shall be developed in such a way that no hindrance is caused to the traffic and no material is stacked within the acquired width of P.W.D. road.
- (d) All precautions shall be taken to check air pollution, water pollution and noise pollution, as per the standards of H.P. State Pollution Control Board. Further, the lessee shall obtain the consent of H.P. State Pollution Control Board under the provisions of Water Act, 1974 and Air Act, 1981.
- (e) Visual impact caused due to dug-out areas and waste disposal areas shall be controlled by undertaking afforestation on worked out areas, waste disposal areas and in the areas where no working is proposed.
- (f) Labourers shall be provided with safety equipments like boots, helmets, ropes, ear plugs and even nose filters. Site services like rest shelter, drinking water and first aid facilities shall also be provided at the mining site.
13. The surface collection of sand, stone and bajri from river/khad/khalla shall be done in such a way, so as not to cause environmental and ecological imbalance. To ensure this,
- a) Excavations, below the natural surface level of the bed shall not exceed 3 feet and these shall be filled up to the satisfaction of Mining Officer.
- b) The lessee shall not carry out surface operations in any area prohibited by any authority, without obtaining prior permission in writing from the concerned authority.
14. The lessee shall pay royalty on the Scheduled rates as specified in H.P. Minor Mineral (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015. The royalty shall be charged on the basis of actual production which will be computed based on consumption of electricity and other measures. In case the lessee does not pay royalty in time i.e. by 10<sup>th</sup> of next month alongwith monthly return on Form-G, simple interest at the rate of 24%(twenty four percent) per annum shall be charged for default period.
15. The lessee shall have to pay dead rent/surface rent as per provisions of the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015.
16. No River/Stream bed mining shall be allowed within 75 mtrs. from the periphery of soil conservation works, nursery plantation, check dams or within the distance as recommended by the Sub-Divisional Committee, whichever is more.
17. No River/Stream bed mining shall be allowed within 1/10<sup>th</sup> of its span or 5 mtrs. from the bank or as specified by the Sub-Divisional Committee, whichever is more.
18. No River/Stream bed mining shall be allowed within 200 mtrs. upstream and downstream of water supply scheme.
19. No River/Stream bed mining shall be allowed within 200 mtrs. upstream and 200 to 500 mtrs. downstream of bridges depending upon the site specific conditions.

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from all encumbrances and may be sold or disposed of in such manner as the Government, shall deem fit without liability to pay compensation therefore, to the lessee.

5. **Security and forfeiture thereof:**

- (a) The Government may forfeit the whole or any part of the security amount of Rs 25,000/- deposited by the lessee on breach of any covenant to be performed by the lessee under this lease deed.
- (b) The rights conferred by this clause shall be without prejudice to the rights conferred on the State Government by any other provision or this lease or by any law.
- (c) On such date as the Government may appoint within twelve calendar months after the expiry of this lease the amount of security deposit paid in respect of this lease shall be refunded to the lessee in case there is no violation of terms & conditions of this lease deed. No interest shall run on the security deposit.

6. **Survey and demarcation of the area:** When a mining lease is granted by the Government, arrangements shall be made, if necessary, at the expense of the lessee, for the survey and demarcation of the area granted under the lease. The lessee shall have to bear actual expenses of the staff deputed for the work. Actual expense will include traveling allowances and daily allowances and salary of staff plus 10 percent as instruments charges.

7. **Rights of lessee to determine the lease:** The lessee may determine the lease at any time by giving not less than six calendar months notice in writing to the Government after paying all outstanding dues of the Government.

8. **Applicability of rules:** The lessee shall work according to Mines and Minerals (Development & Regulation) Act, 1957, the Metalliferous Mines Regulation, 1960, Mines Act, 1952, Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015, Himachal Pradesh Minor Mineral Policy, 2013 including other rule of law applicable from time to time. The contravention of any provisions of Act or its sub-ordinate legislation shall amount to cancellation of contract.

9. The lessee shall deposit demarcation expenditure if demarcation needs to be carried out by the Department and the lessee shall enter the land only when the demarcation of the area is got conducted from the Revenue Department in the presence of Departmental officials and boundary pillars are raised.

10. The lessee shall at his own expenses erect and at all times maintain and keep in good condition boundary marks and pillars necessary to indicate the demarcation shown in the revenue record annexed to the lease deed. Mining operation shall only be allowed after getting a certificate from the concerned Mining Officer that demarcation of the area has been done as per the plan and that concrete boundary pillars of atleast 3 feet height have been raised.

11. The lessee shall have to submit a plan with Mining Officer for approach road in order to give a reasonable & shortest approach to the mine and to the mines of adjoining lessees.

12. The lessee shall do mining in a scientific and systematic manner, and to ensure the same.

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*[Signature]*  
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20. No approach road from P.W.D. road shall be allowed to lease area, unless lessee/contractor obtains written permission from XEN, PWD for making road leading to all intake places from the PWD roads.
21. No boulders/cobbles/hard broken road ballast shall be allowed to be transported outside the State from River/Stream beds.
22. No digging beyond the allowed limit shall be done in River/Stream beds and all the debris, waste sand arising due to mining has to be backfilled in ditches/pits caused due to mining as a replenishment measure as per provisions of approved Mining Plan.
23. The lessee/contractor shall ensure that his labour does not involve in fish poaching.
24. The lessee shall be bound to pay Rs. 5/- per trolley and Rs. 10/- per truck on the extraction and export of sand, stone & bajri to the concerned Gram Panchayat through Mining Officer or as amended from time to time. Additionally, lessee shall be bound to pay EV charges, Milk cess and other charges/taxes applicable to him as per provisions contained under the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015 & amended from time to time.
25. The lessee shall establish mineral based industry i.e. stone crusher within one year from the issuance of grant order.
26. The lessee shall pay additional royalty for the sale of mineral sand from the leased area.
27. No blasting shall be allowed in river/stream beds area.
28. No mechanical excavators/JCB shall be engaged in the mining lease area without prior approval of the competent authorities.
29. Natural course of river shall not be disturbed and special steps shall be taken to control soil erosion.
30. The lessee shall be bound to comply with all the conditions as laid down by the Joint Inspection Committee and other Departments.
31. The lessee shall work in the mining lease area as per the conditions stipulated in the Environment Clearance issued by the State Level Environment Impact Assessment Authority, SEIAA, Himachal Pradesh vide EC Identification No. EC24B0107HP5457467N, File. No. HPSEIAA/2023/1098 dated 07.03.2025 and restrict the production of material as approved by the above authority or as calculated in mining plan whichever is less.
32. Water sprinkling shall be carried out on approach roads and covering of material shall be done during transport the material from mining lease area.
33. The lessee shall be bound to comply with all the directions and instructions if any issued by the Hon'ble Supreme Court/NGT/High Court as well as by the State Government from time to time with regard to mining operation and stone crusher.
34. The lessee shall carry out mining operation in the lease area strictly in accordance with approved Mining Plan and Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of illegal Mining, Transportation and Storage) Rules, 2015.
35. The lessee shall retain/employ consultant to carry out mining operation in accordance to approved mining plan per provision of the Himachal Pradesh Minor Minerals

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Munipar (Kangra) M.R.

  
Director of Industries  
Himachal Pradesh

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

*Lavi Verma*

For and on behalf of the lessee

Witnesses:

*Kandwal*  
*Wd-9 Nurbur Tehsil Nurbur*  
*Jilla Kangra*

1. Sanjay

*Sanjay Jassalia*  
*Vill - Chandras, P.O - Kandwal*  
*Teh - Nurbur Distt - Kangra*

2. \_\_\_\_\_

*[Signature]*  
**Director of Industries**  
**Himachal Pradesh**  
For and on behalf of the  
Governor, Himachal Pradesh

1. Geologist  
**Directorate of Industries**  
**Shimla-1, H.P.**

*[Signature]*  
सर्वोच्च न्यायालय  
दिल्ली  
जिला न्यायाधीश (अ.प्र.)  
जिला न्यायाधीश (अ.प्र.)

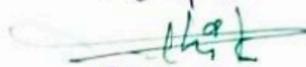
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**Sub Registrar**  
**Deoghar (Kangra) H.P.**

(Concession) and Minerals (Prevention of illegal Mining, Transportation and Storage) Rules, 2015.

36. In case of objection, if any raised by the local residents with regard to mining operation in the leased area, entire responsibility to settle the same will be of the party.
37. The lessee shall obtain/renew the consent of the H.P. State Pollution Control Board before start of mining operation, separately under the consent mechanism.
38. No mining operation shall be allowed within the safe distance as specified under the rules, from public/Private property/structure/scheme etc. if any, exists near/within the lease area in order to safeguard life and property of individual.
39. The lessee shall pay all the applicable taxes/funds in lieu of mineral concession i.e. funds to the District Mineral Foundation etc.
40. The mining lease holder shall have to make the necessary arrangements with the land owners (Private & Govt.) for mineral transportation from lease site at his own level and shall indemnify the Government against claim of third parties.
41. The lessee shall be bound to comply the Order passed by Hon'ble National Green Tribunal in Original Application No. 358/2016-titled as Bhag Singh V/s Union of India & Others, as well as the order passed by Hon'ble High Court of Himachal Pradesh in CWP No. 2067/2019-titled as State of H. P. through Secretary Industries & others V/s Bhag Singh & others.
42. The lessee shall, after ceasing mining operations, re-grass the mining lease area and any other area which has been disturbed due to mining activities and restore the land to a condition which is fit for growth of fodder, flora, fauna etc. at its own cost, in compliance to the directions passed by the Hon'ble Apex Court vide order dated 08.01.2020 in Writ Petition (s) (Civil) No.(s) 114/2014 titled as Common Cause Vs Union of India & ors."
43. As per Rule 16(2) of the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of illegal Mining, Transportation and Storage) Rules, 2015, the lessee shall submit renewal of mining lease application before six months from the expiry of lease period.
44. The mining lease deed shall be executed at the capital of the State of Himachal Pradesh subject to the provisions of Article-226 of the Constitution of India. It is here agreed upon by the lessee and the State Govt. that in the event of any dispute in relation to the area under mining lease, conditions of the lease deed and in respect to all matter touching the relationship of the lessee and the State Govt. suit or petition shall be filed in the Civil Court at Shimla and it is hereby expressly agreed that neither Party shall file a suit or appeal being action at any place other than the Court named above i.e. Shimla.
45. For the purpose of stamp duty, the anticipated royalty from the demised land is Rs.32,22,000/-

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Sub Registrar  
Mangur (Kangra) H.P.

  
Director of Industries  
Himachal Pradesh

## Deed Endorsement

Document No: 202500047937

District Name : Kangra Nurpur

This document is presented for registration by Sh/Smt Ravi Verma s/o/d/o/w/o Nanak Chand before me today on 07-04-2025 Day of Monday at 11:57:07 AM

*Ravi Verma*  
Signature of Presenter

*[Signature]*  
Signature of Registering Officer  
Nurpur (Kangra) HLR

## Document Details

Book No:1 Registration No. : 348/2025 Registration Date : 07-04-2025 Description of Deed : 35 - Lease or agreement of lease (Deed Sub Title - Where lease purports upto 100 years or exceeds ) Deed Execution Date : 03-04-2025 Market Value of Property :Rs.612500/- Consideration Amount :Rs.0/- Stamp Duty :- Rs. 5520/-, Registration Fee :- Rs. 1840/-, Pasting fee :- Rs. 10/-

## Deed Pasting Detail

No. of Deed Pages: 14  
Additional Book Volume No. : 166  
From page : 39 To page : 52

## Annexure Pasting Detail

No. of Annexure Pages: 8  
Supplementary Book Volume No. : 43  
From page : 44 To page : 51

## Duty and Fee Details

**Stamp Duty**  
Amount:Rs.10000/-  
Payment Mode: E-STAMP Certificate  
Issued by:  
Vide No.:IN-HP41686921756429X  
Date:07-04-2025

## Registration Fee/Pasting Fee

Amount:Rs.1850/-  
Payment Mode: CASH  
Issued by: SRO Office  
Vide No.:  
Date:07-04-2025

Amount:Rs.10/-  
Payment Mode: CASH  
Issued by: SRO Office  
Vide No.:  
Date:07-04-2025

*[Signature]*  
Signature of Registering Officer  
Sub Registrar  
Nurpur (Kangra) HLR



Ravi Verma(Individual)

Party No.	Party Name and Address	Finger Print	Signature
1	Ravi Verma Ghandwal Ghandwal - 028001 Nurpur Kangra Himachal Pradesh PAN No.:		<i>Ravi Verma</i>
2	On The Behalf Of Governor Himachal Pradesh Through Mining Officer Nurpur Anu Bala Barial Banara - 011001 Jawali Kangra Himachal Pradesh PAN No.:		<i>Anu Bala</i>

## Witness:

Sr.NO	Witness Name and Address	Signature
1	Sanjay Jasrotia Chandrahan - 027001, Nurpur, Kangra, Himachal Pradesh	<i>Sanjay</i>
2	Kamal Kumar Niajpur (nurpur M.c.) - 100001, Nurpur, Kangra, Himachal Pradesh	<i>Kamal Kumar</i>

## Identifier:

Sr.NO	Identifier Name and Address	Signature
1	Harbans Singh Namberdar Halqua Lagore Lagor - 024001, Nurpur, Kangra, Himachal Pradesh PAN No.:	<i>Harbans Singh</i>

*[Signature]*  
Sub Registrar  
Nurpur (Kangra) M.R.

## Deed Endorsement

Document No: 202500047917

District Name : Kangra

Nurpur

This document is presented for registration by Sh /Smt Ravi Verma s/o/d/o/w/o Nanak Chand before me today on 07-04-2025 Day of Monday at 11:57:07 AM

Signature of Presenter

Signature of Registering Officer  
Nurpur (Kangra) H.P.

## Document Details

Book No:1 Registration No. : 348/2025 Registration Date : 07-04-2025 Description of Deed : 35 - Lease or agreement of lease (Deed Sub Title - Where lease purports upto 100 years or exceeds ) Deed Execution Date : 03-04-2025 Market Value of Property :Rs.612500/- Consideration Amount :Rs.0/- Stamp Duty :- Rs. 5520/-, Registration Fee :- Rs. 1840/-, Pasting fee :- Rs. 10/-,

Deed Pasting Detail	Annexure Pasting Detail
No.of Deed Pages:14	No. of Annexure Pages:8
Additional Book Volume No. : 166	Supplementary Book Volume No. : 43
From page : 39 To page : 52	From page : 44 To page : 51

## Duty and Fee Details

<p><b>Stamp Duty</b></p> <p>Amount:Rs.10000/-</p> <p>Payment Mode: E-STAMP Certificate</p> <p>Issued by:</p> <p>Vide No.:IN-HP41686921756429X</p> <p>Date:07-04-2025</p>	<p><b>Registration Fee/Pasting Fee</b></p> <p>Amount Rs.1850/-</p> <p>Payment Mode: CASH</p> <p>Issued by: SRO Office</p> <p>Vide No.:</p> <p>Date:07-04-2025</p>
	<p>Amount:Rs.10/-</p> <p>Payment Mode: CASH</p> <p>Issued by: SRO Office</p> <p>Vide No.:</p> <p>Date:07-04-2025</p>

Signature of Registering Officer  
Sub Registrar  
Nurpur (Kangra) H.P.

**CERTIFICATE OF REGISTRATION**

(As per the provisions of Registration Act, 1908)

The contents of Document read over and explained to the parties who understood all the contents/conditions and admit the execution to be correct. The parties and witnesses have been identified by **(Harbans Singh Namberdar Halqua Lagore, Aadhaar Card-\*\*\*\*\*3667)**. Hence, the document is here by REGISTERED.

  
Signature of Registering Officer  
Sub Registrar  
Haripur (Kangra) H.P.



**File No.: HPSEIAA/2023/1098**  
**Government of India**  
**Ministry of Environment, Forest and Climate Change**  
**(Issued by the State Environment Impact Assessment**  
**Authority(SEIAA), HIMACHAL PRADESH)**



\*\*\*

Dated 07/03/2025



To,

RAVI VERMA  
M/s Shree Ram Stone Crusher Prop: Sh. Ravi Kumar Verma , Village & P.O. Kandwal, Tehsil-Nurpur,  
District-Kangra, State-Himachal Pradesh.  
ravikrq85@gmail.com

**Subject:** Grant of prior Environmental Clearance (EC) to the proposed Mining Project under the provisions of EIA Notification 2006-regarding

**Sir/Madam,**

This is in reference to your application submitted to SEIAA vide proposal number SIA/HP/MIN/496748/2024 dated 27/11/2024 for grant of prior Environmental Clearance (EC) to the project under the provision of the EIA Notification 2006-and as amended thereof.

2. The particulars of the proposal are as below :

<b>(i) EC Identification No.</b>	EC24B0107HP5457467N
<b>(ii) File No.</b>	HPSEIAA/2023/1098
<b>(iii) Clearance Type</b>	Fresh EC
<b>(iv) Category</b>	B1
<b>(v) Project/Activity Included Schedule No.</b>	1(a) Mining of minerals
<b>(vii) Name of Project</b>	Extraction of Sand Stone & Bajri by Sh. Ravi Verma Prop; M/s Shree Ram Stone Crusher.
<b>(ix) Location of Project (District, State)</b>	KANGRA, HIMACHAL PRADESH
<b>(x) Issuing Authority</b>	SEIAA
<b>(xii) Applicability of General Conditions</b>	No

3. In view of the particulars given in the Para 1 above, the project proposal interalia including Form-2(Part A, B and C)/ EIA & EMP Reports were submitted to the SEIAA for an appraisal by the SEIAA under the provision of EIA notification 2006 and its subsequent amendments.

4. The above-mentioned proposal has been considered by SEIAA in the meeting held on 24/02/2025. 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. Brief description of the project is as under: Infrastructure

development and employment generation

5. Details of the minerals to be mined along with production capacity and the brief on the salient features of the project as submitted by the project proponent in Form 1 (Part A and B) in the reports and as presented during SEIAA are annexed to this EC as Annexure (1).

- |       |  |  |
|-------|--|--|
| 6. a) | Online Proposal No.  | SIA/HP/MIN/434348/2023, HP SEIAA/2023-1098-TOR's<br>SIA/HP/MIN/ 496748/2024, EC's  |
| b)    | Project type   | Collection/extraction of Sand, Stone & Bajri.  |
| c)    | Project Location   | Khasra number <b>692/1, 693/1 &amp; 745/1</b> falling in Mohal MairaBatrah, Mauza MairaDoomal, Tehsil Nurpur, District Kangra, HP.   |
| d)    | Jamabandi  | Jamabandi for the year 2020-21.  |
| e)    | Land Status  | Private Land, River bed.   |
| f)    | Capacity   | 40,275 MTPA.   |
| g)    | Mining Area  | 02-11-20 Hectare, Private land/ <b>river bed</b> .   |
| h)    | Leases with in 500 meter from the periphery of the area applied. | Three mining leases exist within 500 meters:<br>1. M/s New Shiva Stone Crusher (4-97-93 Hectare)<br>2. M/s Shiva Stone Crusher (03-87-70 Hectare)<br>3. M/s Mahadev Stone Crusher (05-40-07 Hectare) |
| i)    | Letter of Intent   | Letter of Intent issued on dated <b>22/03/2023</b><br>(Valid for one year i.e. up to 21/03/2024)   |
| j)    | EMP Cost   | Capital Cost: Rs. 9.20 Lakhs, Recurring Cost: Rs. 3.05 Lakhs annually.   |
| k)    | CER cost   | Rs. 12.00 Lakhs.   |

7. The SEIAA, in its meeting held on 24/02/2025, based on information submitted viz: Form 1 (Part A, B and C), EIA/EMP report etc & clarifications provided by the project proponent and after detailed deliberations on all technical aspects and public hearing issues and compliance thereto furnished by the Project Proponent, recommended the proposal for grant of Environment Clearance under the provision of EIA Notification, 2006 and as amended thereof subject to stipulation of Specific and Standard EC conditions as detailed in the point below.

8. The SEIAA has examined the proposal in accordance with the provisions contained in the Environment Impact Assessment (EIA) Notification, 2006 & further amendments thereto and based on the recommendations of the SEIAA hereby accords Environment Clearance for the instant proposal to M/s. RAVI VERMA under the provisions of EIA Notification, 2006 and as amended thereof subject to compliance of the Specific and Standard EC conditions as given in Annexure (2)

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

10. 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.

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

12. The Environment Clearance is valid for the period of 5 years; or up to the date of validity of the approved mining plan; whichever is earlier.

13. General Instructions:

1. 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 SEIAA website where it is displayed.
2. 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.

3. 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.
  4. 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.
  5. 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.
  6. The Regional Office of this SEIA 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.
  7. 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.
14. This issue with an approval of the Competent Authority.

**Copy To**

1. The Secretary (Environment), Ministry of Environment, Forests & Climate Change (MoEF&CC), GoI, Indira Paryavaran Bhawan, Jor Bagh Road, New Delhi - 110003 .
2. The Chairman, Central Pollution Control Board, Him Parivesh Bhawan, CBD-cum-office Complex, East Arjun Nagar, New Delhi-110032.
3. The Chairman, Himachal Pradesh State Pollution Control Board, Shimla-171009.
4. The Director (Environment, Science & Technology) to the GoHP, Shimla-171001.
5. The Adviser (IA), MoEF&CC, GoI, Indira Paryavaran Bhawan, Jor Bagh Road, New Delhi - 110003.
6. The Integrated Regional Office, MoEF&CC, CGO Complex, Shivalik Khand, Longwood, Shimla, HP-171001.
7. The Monitoring Cell, MoEF&CC, GoI, Indira Paryavaran Bhawan, Jor Bagh Road, New Delhi - 110003
8. Record File.

**Annexure 1**

**Standard EC Conditions for (Mining of minerals)**

**1. Statutory Compliance**

S.No	EC Conditions
1.1	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.
1.2	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.

S. No	EC Conditions
1.3	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."
1.4	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.
1.5	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.
1.6	This Environmental Clearance (EC) is subject to orders/ judgment of Honble Supreme Court of India, Honble High Court, Honble NGT and any other Court of Law, Common Cause Conditions as may be applicable.
1.7	The project proponent shall obtain the necessary permission from the Central Ground Water Authority, in case of drawl of ground water / from the competent authority concerned in case of drawl of surface water required for the project.
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.
1.9	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 ( <a href="http://www.parivesh.nic.in">www.parivesh.nic.in</a> ). A copy of the advertisement may be forwarded to the concerned MoEFCC Regional Office for compliance and record.
1.10	The project proponent shall obtain authorization under the Hazardous and other Waste Management Rules, 2016 as amended from time to time.
1.11	The project proponent shall obtain Consent to Establish / Operate under the provisions of Air (Prevention & Control of Pollution) Act, 1981 and the Water (Prevention & Control of Pollution) Act, 1974 from the concerned State Pollution Control Board/ Committee.
1.12	The project proponent shall prepare a Site-Specific Conservation Plan & Wildlife Management Plan and approved by the Chief Wildlife Warden. The recommendations of the approved Site-Specific Conservation Plan / Wildlife Management Plan shall be implemented in consultation with the State Forest Department. The implementation report shall be furnished along with the six-monthly compliance report. (in case of the presence of Schedule-I species in the study area).
1.13	The project proponent shall obtain clearance from the National Board for Wildlife, if applicable.
1.14	The project proponent shall obtain forest clearance under the provisions of Forest (Conservation) Act, 1986, in case of the diversion of forest land for non-forest purpose involved in the project.

2.

S.No	EC Conditions
2.1	The Project Proponent shall make necessary alternative arrangements for livestock feed by developing grazing land with a view to compensate those areas which are coming within the mine lease. The development of such grazing land shall be done in consultation with the State Government. In this regard, Project Proponent should essentially implement the directions of the Hon'ble Supreme Court with regard to acquisition of grazing land. The sparse trees on such grazing ground, which provide mid-day shelter from the scorching sun, should be scrupulously guarded/protected against felling and plantation of such trees should be promoted.
2.2	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.

### 3. Air Quality Monitoring And Preservation

S.No	EC Conditions
3.1	The project proponent shall install system to carryout Continuous Ambient Air Quality monitoring for common/criterion parameters relevant to the main pollutants released (e.g., PM10 and PM2.5 in reference to PM emission, and SO2 and NOx in reference to SO2 and NOx emissions) within and outside the plant area at least at four locations (one within and three outside the plant area at an angle of 120 each).covering upwind and downwind directions.
3.2	Wind shelter fence and chemical spraying shall be provided on the raw material stock piles.
3.3	The project proponent shall monitor fugitive emissions in the plant premises at least once in every quarter through labs recognised under Environment (Protection) Act, 1986. 9) The project proponent shall install system to carryout Continuous Ambient Air Quality monitoring for common/criterion parameters relevant to the main pollutants released (e.g., PM10 and PM2.5 in reference to PM emission, and SO2 and NOx in reference to SO2 and NOx emissions) within and outside the plant area at least at four locations (one within and three outside the plant area at an angle of 120 each). covering upwind and downwind directions.
3.4	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.

S. No	EC Conditions
3.5	Appropriate Air Pollution Control (APC) system shall be provided for all the dust generating points including fugitive dust from all vulnerable sources, so as to comply prescribed stack emission and fugitive emission standards.
3.6	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.
3.7	The project proponent shall install 24x7 continuous emission monitoring system at process stacks to monitor stack emission with respect to standards prescribed in Environment (Protection) Rules 1986 as amended from time to time and connected to SPCB and CPCB online servers and calibrate these system from time to time according to equipment supplier specification through labs recognised under Environment (Protection) Act, 1986 or NABL accredited laboratories. Monitor fugitive emissions in the plant premises.
3.8	Design the ventilation system for adequate air changes as per ACGIH document for all tunnels, motor houses, Oil Cellars.
3.9	The project proponent shall submit monthly summary report of continuous stack emission and air quality monitoring and results of manual stack monitoring and manual monitoring of air quality /fugitive emissions to Regional Office of MoEF&CC, Zonal office of CPCB and Regional Office of SPCB along with six-monthly monitoring report.
3.10	The project proponent use leak proof trucks/dumpers carrying ore and other raw materials and cover them with tarpaulin.

#### 4. Water Quality Monitoring And Preservation

S. No	EC Conditions
4.1	Adhere to Zero Liquid Discharge
4.2	The project proponent shall submit monthly summary report of continuous effluent monitoring and results of manual effluent testing and manual monitoring of ground water quality to Regional Office of MoEF&CC, Zonal office of CPCB and Regional Office of SPCB along with six-monthly monitoring report.
4.3	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

S. No	EC Conditions
	(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.
4.4	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.
4.5	The project proponent shall monitor regularly ground water quality at least twice a year (pre and post monsoon) at sufficient numbers of piezometers/sampling wells in the plant and adjacent areas through labs recognised under Environment (Protection) Act, 1986 and NABL accredited laboratories.
4.6	The project proponent shall provide the slime disposal facility with impervious lining and collection wells for seepage. The water collected from the slime pond shall be treated and recycled.
4.7	Sewage Treatment Plant shall be provided for treatment of domestic wastewater to meet the prescribed standards.
4.8	Garland drains and collection pits shall be provided for each stock pile to arrest the run-off in the event of heavy rains and to check the water pollution due to surface run off.
4.9	The project proponent shall practice rainwater harvesting to maximum possible extent.
4.10	The project proponent shall make efforts to minimise water consumption in the steel plant complex by segregation of used water, practicing cascade use and by recycling treated water.
4.11	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.
4.12	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.
4.13	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.
4.14	The project proponent shall install 24x7 continuous effluent monitoring system with respect to standards prescribed in Environment (Protection) Rules 1986 as amended from time to time and connected to SPCB and CPCB online servers and calibrate these system from time to time according to equipment supplier specification through labs recognised under Environment

S. No	EC Conditions
	(Protection) Act, 1986 or NABL accredited laboratories.
4.15	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.
4.16	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.

#### 5. Noise Monitoring And Prevention

S. No	EC Conditions
5.1	The ambient noise levels should conform to the standards prescribed under E(P)A Rules, 1986 viz. 75 dB(A) during day time and 70 dB(A) during night time.
5.2	Noise level survey shall be carried as per the prescribed guidelines and report in this regard shall be submitted to Regional Officer of the Ministry as a part of six-monthly compliance report.

#### 6. Noise And Vibration Monitoring And Prevention

S. No	EC Conditions
6.1	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.
6.2	The peak particle velocity at 500m distance or within the nearest habitation, whichever is closer shall be monitored periodically as per applicable DGMS guidelines.
6.3	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.

#### 7. Energy Conservation Measures

S.No	EC Conditions
7.1	Provide solar power generation on roof tops of buildings, for solar light system for all common areas, street lights, parking around project area and maintain the same regularly;
7.2	Provide LED lights in their offices and residential areas.

### 8. Mining Plan

S.No	EC Conditions
8.1	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.
8.2	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.).

### 9. Land Reclamation

S.No	EC Conditions
9.1	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.
9.2	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.
9.3	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.
9.4	Catch drains, settling tanks and siltation ponds of appropriate size shall be constructed around the

S. No	EC Conditions
	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.

#### 10. Waste Management

S. No	EC Conditions
10.1	The waste oil, grease and other hazardous waste shall be disposed of as per the Hazardous & Other waste (Management & Transboundary Movement) Rules, 2016.
10.2	Kitchen waste shall be composted or converted to biogas for further use.(to be decided on case to case basis depending on type and size of plant)

#### 11. Transportation

S. No	EC Conditions
11.1	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.
11.2	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].

#### 12. Green Belt And Emp

S. No	EC Conditions
12.1	Green belt shall be developed in an area equal to 33% of the plant area with a native tree species in accordance with CPCB guidelines. The greenbelt shall inter alia cover the entire periphery of the

S. No	EC Conditions
	plant
12.2	The project proponent shall prepare GHG emissions inventory for the plant and shall submit the programme for reduction of the same including carbon sequestration including plantation.

### 13. Public Hearing And Human Health Issues

S. No	EC Conditions
13.1	Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, creche etc. The housing may be in the form of temporary structures to be removed after the completion of the project.
13.2	The project proponent shall carry out heat stress analysis for the workmen who work in high temperature work zone and provide Personal Protection Equipment (PPE) as per the norms of Factory Act.
13.3	Emergency preparedness plan based on the Hazard identification and Risk Assessment (HIRA) and Disaster Management Plan shall be implemented.
13.4	Occupational health surveillance of the workers shall be done on a regular basis and records maintained as per the Factories Act.
13.5	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.

### 14. Green Belt

S. No	EC Conditions
14.1	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.

### 15. Corporate Environment Responsibility

S. No	EC Conditions
15.1	A separate Environmental Cell both at the project and company head quarter level, with qualified personnel shall be set up under the control of senior Executive, who will directly to the head of the organization.

S. No	EC Conditions
15.2	Action plan for implementing EMP and environmental conditions along with responsibility matrix of the company shall be prepared and shall be duly approved by competent authority. The year wise funds earmarked for environmental protection measures shall be kept in separate account and not to be diverted for any other purpose. Year wise progress of implementation of action plan shall be reported to the Ministry/Regional Office along with the Six Monthly Compliance Report.
15.3	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.
15.4	All the recommendations made in the Charter on Corporate Responsibility for Environment Protection (CREP) for the Mineral Beneficiation plants shall be implemented.
15.5	The company shall have a well laid down environmental policy duly approve by the Board of Directors. The environmental policy should prescribe for 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. The company shall have defined system of reporting infringements / deviation / violation of the environmental / forest I wildlife norms / conditions and / or shareholders / stake holders. The copy of the board resolution in this regard shall be submitted to the MoEF&CC as a part of six-monthly report.
15.6	Self-environmental audit shall be conducted annually. Every three years third party environmental audit shall be carried out.

#### 16. Miscellaneous

S. No	EC Conditions
16.1	The project authorities must strictly adhere to the stipulations made by the State Pollution Control Board and the State Government.
16.2	The project proponent shall abide by all the commitments and recommendations made in the EIA/EMP report, commitment made during Public Hearing and also that during their presentation to the Expert Appraisal Committee.
16.3	The project proponent shall inform the Regional Office as well as the Ministry, the date of financial closure and final approval of the project by the concerned authorities, commencing the land development work and start of production operation by the project.
16.4	The project proponent shall make public the environmental clearance granted for their project along with the environmental conditions and safeguards at their cost by prominently advertising it at least in two local newspapers of the District or State, of which one shall be in the vernacular language within seven days and in addition this shall also be displayed in the project proponents website permanently.
16.5	The project proponent shall submit six-monthly reports on the status of the compliance of the

S. No	EC Conditions
	stipulated environmental conditions on the website of the ministry of Environment, Forest and Climate Change at environment clearance portal.
16.6	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.
16.7	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.
16.8	44) The project proponent shall upload the status of compliance of the stipulated environment clearance conditions, including results of monitored data on their website and update the same on half-yearly basis.
16.9	No further expansion or modifications in the plant shall be carried out without prior approval of the Ministry of Environment, Forests and Climate Change (MoEF&CC).
16.10	The project proponent shall submit the environmental statement for each financial year in Form-V to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently and put on the website of the company.
16.11	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 has to display the same for 30 days from the date of receipt.
16.12	The project proponent shall monitor the criteria pollutants level namely; PM10, SO2, NOx (ambient levels as well as stack emissions) or critical sectoral parameters, indicated for the projects and display the same at a convenient location for disclosure to the public and put on the website of the company.
16.13	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.
16.14	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.
16.15	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.
16.16	In pursuant to Ministry's O.M No 22-34/2018-IA.III dated 16.01.2020 to comply with the direction made by Honble 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

S. No	EC Conditions
	activities and restore the land to a condition which is fit for growth of fodder, flora, fauna etc.
16.17	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.
16.18	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.
16.19	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.
16.20	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.
16.21	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.
16.22	The Ministry or any other competent authority may alter/modify the above conditions or stipulate any further condition in the interest of environment protection.
16.23	<ol style="list-style-type: none"> <li>1. The project proponent shall sensitize and create awareness among people working within the project area as well as its surrounding area on the ban of SUP in order to ensure the compliance of Notification published by MoEF&amp; CC on 12/08/2021. A report, along with photographs, on the measures taken shall also be included in the six monthly compliance report being submitted by the project proponents.</li> <li>2. The project proponent shall ensure that mining is carried out strictly in accordance with the approved mining plan failing which strict action under Environment (Protection) Act, 1986 will be initiated against the proponent and environmental compensation shall be imposed as per orders of Hon'ble NGT dated 19.02.2019 in the matter of OA No. 593/2017 (W.P.) (Civil) No. 375/2012).</li> <li>3. The Geological Wing of the Department of Industries, Himachal Pradesh and Project proponent shall ensure that the mining outside the riverbed on Patta Land/ Khatedari Land be granted when there is possibility of replenishment of material. In case, there is no replenishment then mining lease shall only be granted when there is no riverbed mining possibility within 5 KM of the Patta Land/ Khatedari land.</li> <li>4. The Midterm review of hill slope mining activity shall be undertaken in case of any deviation from terms and conditions of EC/ Mining plan the EC shall be withdrawn along with environmental compensation imposed as per orders of Hon'ble NGT dated 19.02.2019 in the matter of OA No. 593/2017 (W.P.) (Civil) No. 375/2012).</li> <li>5. The Department of Industries, Himachal Pradesh shall ensure that the mining is carried out</li> </ol>

S. No	EC Conditions
	<p>strictly as per the Terms &amp; Conditions of the Environment Clearance.</p> <p>6. The project proponent will ensure that no harm to the adjoining land or environmental degradation is caused due to mining activities and the mining activities are undertaken strictly as per approved mining plan.</p> <p>7. This Environmental Clearance shall become operational only after receiving formal Forest Clearance (FC) under the provision of Forest Conservation Act, 1980, if applicable to the Project.</p> <p>8. The project proponent shall not disturb any plants existing within the mining area.</p> <p>9. The project proponent shall construct a retaining wall along the proposed mining area.</p> <p>10. The project proponent shall construct retaining wall along the proposed mining site.</p> <p>11. The project proponent shall undertake plantation in the proposed locations and indicated khasra numbers.</p>
16.24	<p>Plantation of saplings shall be carried out in the earmarked 33% greenbelt area as a part of the tree plantation campaign "Ek Ped Ma Ke Naam" and the details of the same shall be uploaded in the Merilife Portal (<a href="https://merilife.nic.in">https://merilife.nic.in</a>).</p>

#### 17. Corporate Environment Responsibility (Cer)

S. No	EC Conditions						
17.1	<p>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&amp;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.</p>						
17.2	<p>The capital cost (@ Rs. 4.00 lacs per ≤ ha.) under CER, shall be deposited in the form of Demand Draft/ transfer of funds in the bank account number mentioned in EC letter to the office of Director (DEST&amp;CC), GOHP. The Director (DEST&amp;CC) may device a plan for this purpose as per CER guidelines.</p>						
17.3	<p>The project proponent shall provide one plastic waste shredder machine to DEST&amp; CC, Shimla within one month from the date of issuance of EC letter, for further distribution under CER. The machines will be purchased from authorised/ approved sources and CMC/AMC will be assured with supplier for at least three years from date of installation. The Project proponent shall be responsible for functioning of the machines. The size of the shredded plastic shall be less than 2.36 mm. Technical specifications of the plastic waste shredder are as under:</p> <table border="1" data-bbox="400 1816 1375 1917"> <thead> <tr> <th colspan="2" data-bbox="400 1816 1375 1850">Plastic Waste Shredder specifications (250Kg/Hr.)</th> </tr> <tr> <th data-bbox="400 1850 746 1883">PARAMETER</th> <th data-bbox="746 1850 1375 1883">SPECIFICATION</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 1883 746 1917">Mechanism type</td> <td data-bbox="746 1883 1375 1917">Double shaft with rotating blades</td> </tr> </tbody> </table>	Plastic Waste Shredder specifications (250Kg/Hr.)		PARAMETER	SPECIFICATION	Mechanism type	Double shaft with rotating blades
Plastic Waste Shredder specifications (250Kg/Hr.)							
PARAMETER	SPECIFICATION						
Mechanism type	Double shaft with rotating blades						

S. No	EC Conditions	
	Application	Shredding of RDF waste (Plastic bags, polythene, rags, leather, rubber etc. found in the Municipal Waste)
	Shredder capacity	250-300 Kg/hr
	Machine Size	Height- 4.5 ft, Length- Any & Width- Any.
	Blade MOC	WP 45/ENOS (Harden)
	Minimum height of hook above shaft & disc	70-80mm
	Output shredded material size	<2.36 mm
	Working chamber	300mm X 380 mm
	Motor HP	7.5HP
	Total motor	1 Nos.
	RPM of shafts	30-40
	Motor make	Havells/ Crompton
	Motor rating	IE2
	Total gearbox	1Nos.
	Hopper size	500mm X 350mm
	Structure & cover & Hopper MOC	MS with paint
	Extra features	Cladding total body
	Supply	3 Phase 440V- 50Hz.
	Panel	
	Panel function	Overload Protection, Short Circuit protection, Tower light, Limit switch for safety (when machine front cover open machine to stop working)
	Warranty	
	Duration	12 months or more
	Scope under warranty	All the spares & repair work including labor

**Additional EC Conditions**

N/A

Annexure 2

**Details of the Project**

S. No.	Particulars	Details
a.	Details of the Project	Extraction of Sand Stone & Bajri by Sh. Ravi Verma Prop; M/s Shree Ram Stone Crusher.
b.	Latitude and Longitude of the project site	32.3383265108092,75.81228389240565 32.34132703479175,75.81512741357467

S. No.	Particulars	Details	
		Nature of Land involved	Area in Ha
c.	Land Requirement (in Ha) of the project or activity	Non-Forest Land (A)	0
		Forest Land (B)	0
		Total Land (A+B)	2.112
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)	25	
g.	EMP Cost (in lacs)	8.5	
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
Sand, stone and Bajri	Minor	40275.0	NA

Signature Not Verified

Digitally Signed by : Sh D C Rana  
Member Secretary, SEIAA

Date: 07/03/2025



## VAKALATNAMA

IN THE COURT OF Hon'ble National Green Tribunal

IN THE MATTER OF O.A. No. 1034 of 2024

K Sanjeev Dogra Plaintiff/ Appellant/ Petitioner/Complainant

VERSUS

State of Himachal Pradesh & Ors. Defendant /Respondent/ Opposite Party

KNOW ALL TO whom these presents shall come that I/We R-17

the above-named Respondent do hereby appoint

**YAGYAWALKYA SINGH, Advocate**

Enrollment No. (UP4143A/2014)

Ch: 203, Setalvad Lawyers Block, Supreme Court

Off: A-131(LGF), SECTOR 46, NOIDA, UP-201301

Email: yagyawalkya@dylawchambers.com

Mob no. 7838848157

(Hereinafter called the advocates) to be my/our Advocate(s) in the above- noted cause, to do all the following acts, deeds and things or any of them, that is to say: -

- To act, appear and plead in the above-noted cause on my/our behalf, in this Court or in any other Court/ Tribunal in which the same may be tried or heard and also in the Appellate Court subject to payment of fees separately for each Court by me/us.
- To sign, file, verify and present pleadings, appeals, cross-objections or petitions for executions, review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said cause in all its stages subject to payment of fees for each stage.
- To file and take back documents, to admit and/or deny the documents of opposite party.
- To withdraw or compromise the said case or submit to arbitration-any differences or disputes that may arise, touching or any manner relating to the said case.
- To take execution proceedings.
- To deposit, draw and receive money, cheques, cash and grant receipt thereof and to do all other acts and things which may be necessary to done for the progress and in the course of the prosecution of the said case.
- To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and authority hereby conferred upon the Advocate whatever he may think fit to do so and to sign the power of attorney on our behalf.

AND I/we the undersigned do hereby agree to ratify and confirm all, acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.

AND I/we undertake that I/we or my/our duly authorized agent would appear in the Court on all hearings and will inform the Advocate for appearance when the case is called.

AND I/we undersigned do hereby agree not to hold the Advocate or his substitute responsible for the result of the said case. The adjournment & other costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain for himself.

AND I/we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid.

IN WITNESS WHEREOF I/we do here unto set my/our hand these presents the contents of which have been understood by me/us on this date -

Accepted subject to the terms of the fees.

Advocate(s)

YAGYAWALKYA SINGH (UP4143A/2014)

*Singh*  
**YAGYAWALKYA SINGH**  
 Advocate-On-Record, Supreme Court  
 Reg. No. UP4143A/14  
 Ch No. 203, Setalvad, Lawyers Block  
 Supreme Court of India  
 C-131 (LGF), Sector-46, Noida  
 Ph.: 7838848157, 9315614163

**Shri Ram Stone Crushers**  
 Client(s)

*Ravi*  
 Partner