

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

ORIGINAL APPLICATION No. 599 of 2025.

In the matter of :

Netar Singh & ors

....Applicants

Vs

State of HP & ors

....Respondents.

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Through counsel
Place: Mandi (HP)
Dated 02/Feb/2026

Prantap
Replying Respondent
Prantap Sharma
(Prantap Sharma)
Advocate.

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

ORIGINAL APPLICATION No. 599 of 2025.

In the matter of :

Netar Singh & orsApplicants

Vs

State of HP & orsRespondents.



Short Reply on behalf of Respondent No. 4
through its sole proprietor to the letter petition
treated as Original Application No. 599 of 2025.

MAY IT PLEASE YOUR LORDSHIPS:-

That on the receipt of the notice issued by this
Hon'ble Tribunal in the above noted Original Application,
the replying respondent learnt the factum of the present
litigation initiated at the instance of the applicants who
wrote a petition letter to this Hon'ble Tribunal.
Admittedly, the said petition letter was treated and
registered as OA No. 599 of 2025 in exercise of suo
moto jurisdiction in accordance with relevant law. At the
very threshold, it is necessary to point to this Hon'ble
Tribunal that the replying respondent was delivered with
the copy of the notice only. To make the things clear, it is
submitted that copy of the said original application was
not enclosed along with the copy of the said notice.

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Oath & Affidavit Commissioner
Mandi (H.P.)

From the perusal of the contents of the said notice, the replying respondent learnt about the specific directions contained in para 6 of the order dated 04.12.2025 passed by this Hon'ble Tribunal in the above noted Original Application. In the given circumstances, the replying respondent could manage to see the full text of the order dated 04.12.2025 passed by this Hon'ble Tribunal. From the perusal of the order dated 04.12.2025, the replying respondent found that the applicants have in fact written a letter petition to this Hon'ble Tribunal which was subsequently treated and registered as OA No. 599 of 2005. As the replying respondent is presently having the knowledge of the contents of the letter petition contained in para 2 of the said order dated 04.12.2025, it is imperative that a reply to the 22 points letter petition is made at this juncture so as to facilitate the judicial proceedings slated to be conducted by this Hon'ble Tribunal on the next appointed date i.e. 06.02.2026. It is further submitted that on receipt of the copy of the Original Application No. 599 of 2025 by the replying respondent, if this Hon'ble Tribunal considers it necessary to file formal reply to the OA, the replying respondent would be equally keen to respond to the formal contents contained in the above said Original Application.

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Oath & Affidavit Commissioner
Mandi (H.P.)

Also, it is necessary to apprise this Hon'ble Tribunal that the applicant No. 1 in the above OA No. 599 of 2025 has already approached this Hon'ble Tribunal against the replying respondent vide Original Application No. 435 of 2015. This material fact does not find any mention in the said letter petition. It clearly means that the applicants have not come with clean hands before this Hon'ble Tribunal.

The replying respondent craves for the kind indulgence of this Hon'ble Tribunal to respond to the numbered contents of the letter petition as here-in- under:

1. The allegation that the replying respondent is operating the said crusher without any lease for the last 09 years is wholly unfounded. To substantiate the standpoint of the replying respondent, the replying respondent is placing on record the copy of grant of Environmental Clearance dated 04.03.2025, copy of grant of Mining Lease dated 21.03.2025, copy of Form of Mining Lease Deed dated 28.03.2025, copy of registration of Agreement Deed dated 04.04.2025, copy of Deed endorsement dated 07.04.2025 and copy of the Permanent Registration dated 12.08.2025 collectively annexed herewith as **Annexure R-4/1 (colly)** for the kind perusal of this Hon'ble Tribunal. The cogent material

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contained in Annexure R-4/1 (colly) would falsify the averment made in para-1 of the letter petition.

2. That the contents of the para-2 of the letter petition are of no consequence. However, it is necessary to place on record copy of the order dated 18.05.2016 passed by this Hon'ble Tribunal in OA No. 435/2015 showing that the similar allegations had been raised by the applicants earlier also. Copy of the order dated 18.05.2016 is placed herewith as **Annexure R-4/2**.

3. That the allegations made in para-3 of the letter petition are wholly unfounded. It is necessary to point out that in the year 2023, the concerned Mining Officer stopped the operation of 20 stone crushers in view of the ongoing monsoon season, the catastrophic

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landslides, failing of river banks, unprecedented erosion in most areas of the State and resultant loss of precious human lives. Copy of the letter dated 26.08.2023 is being annexed herewith as **Annexure R-4/3**. From the perusal of Annexure R-4/3, it would be amply clear that the operations of the said stone crushers including that of the replying respondent were stopped by the Industries Department of the respondent State.

4. That the allegation of connivance between the replying respondent and the Mining department has not

been duly substantiated by the applicants, hence the same is to be overlooked by this Hon'ble Tribunal.

5. That the contents of the letter petition can be effectively replied by placing on record the said Compromise Deed which was made a part of the record of OA No. 435/2015. Copy of the Compromise Deed dated 22.02.2016 is being annexed herewith as **Annexure R-4/4**. It is submitted that the replying respondent is adhering to the undertaking given by it till date.

6. That it is wrong to say that the concerned crusher has not planted a single tree. In fact, the replying respondent has taken due care by planting several trees which would find clear mention in the concerned report to be submitted by the concerned constituted committee.

That the applicants have just made vague and wild allegation against the replying respondent for having piled up sand, gravel and other raw materials. The said allegation is not factually sustainable.

8. That it is humbly submitted that the replying respondent has never resorted to illegal mining operation as alleged in the letter petition. It appears that the applicants are only obsessed to malign the reputation of the replying respondent.

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9. That with respect to the location of the said spring, it is submitted that the same is located at a distance of about 500 meters. Thus, as the unfounded allegation is being made by the applicants against the replying respondent, it would be necessary that this Hon'ble Tribunal takes serious note of that.

10. That the allegation in the letter petition is wholly baseless. Had there been any truth in the allegations of the applicants, the concerned Pollution Control Board would not have permitted the replying respondent to continue the mining operations.

11 to 14 That the contents of the letter petition are wholly unsubstantiated and wrong and hence the same are denied.

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 Oath & Affidavit Commissioner
 Mandi (H.P.)

15. That the said NOC has no relevance with the mining operation of the replying respondent and, as such, the same is to be ignored.

16. That the allegation of ill behaviour of the replying respondent viz-a-viz the said villagers has not been specifically stated.

17. That the reference to the FIR is wholly misplaced. Otherwise, the replying respondent is placing on record the copy of FIR dated 29.04.2025 filed against the applicants under Sections 329 (4), 191 (2), 190, 352, 351 (2) of BNS as **Annexure R-4/5**. Even the concerned

investigation has found a prima-facie case against the applicants.

18. That from the perusal of Annexure R-4/2, it would be clear as to under what circumstances the replying respondent was liable to make a payment of Rs. 50,000/-. It is equally necessary to place on record letter dated 14.07.2016 written by the concerned Pollution Control Board to the replying respondent showing the compliance of the order Annexure R-4/2. Copy of the letter dated 14.07.2016 is being annexed herewith as **Annexure R-4/6**.

19. That the applicants are over enthusiastic to see the closure of the replying respondent crusher despite the fact that the same is being operated lawfully.

20. That the contents are formal, hence no reply is necessary.

21. That the allegation stated in the letter petition is to be responded by the concerned Mining department.

22. That the replying respondent vehemently denies the allegation of the alleged fabrication of the said letter. This Hon'ble Tribunal may kindly take a serious note of such unfounded allegations being hurled by the applicants only to harass the replying respondent.

That the replying respondent is also placing on record a letter dated 22.12.2025 showing the renewal

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of consent to operate in its favour as **Annexure R-4/7**. From the perusal of the consent letter Annexure R-4/7, it would be clear that the consent is valid from 22.12.2025 to 07.08.2028.

That it is necessary to point out to this Hon'ble Tribunal that in pursuance to the directions contained in para-7 of the order dated 04.12.2025, the replying respondent did associate with the Joint Committee constituted to verify the factual position and taking appropriate remedial action.

It is, therefore, respectfully prayed that the above reply to the contents of the letter petition may kindly be appreciated and appropriate order may kindly be passed in the interest of justice.


Replying Respondent

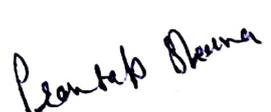
Through counsel

ATTESTED


DIKSHA Advocate
Oath & Affidavit Commissioner
Mandi (H.P.)

Place: Mandi (HP)

Dated 02/Feb/2026


(Prantap Sharma)

Advocate.

Verification:

I, Lachami Devi wife of Sh. Chatter Singh, resident of Village Bair, PO Tilly Sadar, District Mandi, HP, Prop. Mahalaxhmi Stone Crusher, village Bair, PO Tilly, Sadar, District Mandi, HP through Sh. Rajesh Kumar son of Sh.

Chatter Singh, GPA holder, age 46 years, occupation business resident of Village Bair, PO Tilly Sadar, District Mandi, do hereby verify that the contents of short reply to the letter petition are true and correct to the best of knowledge, no part of it is false and nothing material has been concealed therefrom.

Verified at 02 on this Feb day of February,
2026.


Replying Respondent

ATTESTED


DIKSHA Advocate
Oath & Affidavit Commissioner
Mandi (H.P.)

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

ORIGINAL APPLICATION No. 599 of 2025.

In the matter of :
Netar Singh & ors
Vs
State of HP & ors

....Applicants
....Respondents.

Aaffidavit in support of Short Reply.

I, Lachami Devi wife of Sh. Chatter Singh, resident of Village Bair, PO Tilly Sadar, District Mandi, HP, Prop. Mahalaxhmi Stone Crusher, village Bair, PO Tilly, Sadar, District Mandi, HP through Sh. Rajesh Kumar son of Sh. Chatter Singh, SPA holder, age 46 years, occupation business resident of Village Bair, PO Tilly Sadar, District Mandi, do hereby verify that the



ATTESTED

DIKSHA Advocate
Oath & Affidavit Commissioner
Mandi (H.P.)

contents of short reply to the letter petiton are true and correct to the best of knowledge, no part of it is false and nothing material has been concealed therefrom.

I, the above named deponent do hereby further verify that the contents of my affidavit are true and correct, no part of it is false and nothing material has been concealed therefrom.

Verified at 02 on this Feb day of February, 2026.

Sr No 1971 / 26
Declared before me on oath/affirmation on the 02 day of Feb 2026 at Mandi by Rajesh Kumar SPA Lachami Devi who was identified by Sh. Bhupesh Thakur Who is personally known to me
Certified that contents of above Affidavit are read over & explained to the deponent who admitted them to be correct.

Deponent.

I Know personally the deponent who has signed in my presence

Rajesh
Deponent

D
Oath Commissioner

Bhupesh
Signature of Identifier

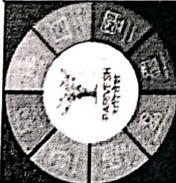
Anxt 34
R-4/1

GRANT OF
E.C.

ENVIRONMENTAL
CLEARANCE

PARIVESH

(Pro-Active and Responsive Facilitation by Interactive,
and Virtuous Environmental Single-Window Hub)



Government of India
Ministry of Environment, Forest and Climate Change
(Issued by the State Environment Impact Assessment
Authority (SEIAA), HIMACHAL PRADESH)

To,

The -1
LACHMI CHANDEL
W/o Chatter Singh Post Office Tilli Tehsil Sadar Bayar Mandi -175001

Subject: Grant of Environmental Clearance (EC) to the proposed Project Activity under the provision of EIA Notification 2006-regarding

Sir/Madam,

This is in reference to your application for Environmental Clearance (EC) in respect of project submitted to the SEIAA vide proposal number SIA/HP/MIN/426167/2023 dated 15-Jul-2023. The particulars of the environmental clearance granted to the project are as below.

- | | |
|--------------------------------------------|-------------------------|
| 1. EC Identification No. | EC25B001HP160854 |
| 2. File No. | HPSEIAA/2023/1078 |
| 3. Project Type | New |
| 4. Category | B |
| 5. Project/Activity including Schedule No. | 1(a) Mining of minerals |
| 6. Name of Project | "Stone Mining Project" |
| 7. Name of Company/Organization | LACHMI CHANDEL |
| 8. Location of Project | HIMACHAL PRADESH |
| 9. TOR Date | N/A |

The project details along with terms and conditions are appended herewith from page no 2 onwards.

Date: 04/03/2025

(e-signed)
D.C. Rana
Member Secretary
SEIAA - (HIMACHAL PRADESH)

Note: A valid environmental clearance shall be one that has EC identification number & E-Sign generated from PARIVESH. Please quote identification number in all future correspondence.

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D. Noise and vibration monitoring and prevention

1. The peak particle velocity at 500m distance or within the nearest habitation, whichever is closer shall be monitored periodically as per applicable DGMS guidelines.
2. The illumination and sound at night at project sites disturb the villages in respect of both human and animal population. Consequent sleeping disorders and stress may affect the health in the villages located close to mining operations. Habitations have a right for darkness and minimal noise levels at night. PPs must ensure that the biological clock of the villages is not disturbed; by orienting the floodlights/ masks away from the villagers and keeping the noise levels well within the prescribed limits for day /night hours.
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.

E. Mining plan

1. The Project Proponent shall adhere to the working parameters of mining plan which was submitted at the time of EC appraisal wherein year-wise plan was mentioned for total excavation i.e. quantum of mineral, waste, over burden, inter burden and top soil etc. No change in basic mining proposal like mining technology, total excavation, mineral & waste production, lease area and scope of working (viz. method of mining, overburden & dump management, O.B & dump mining, mineral transportation mode, ultimate depth of mining etc.) shall not be carried out without prior approval of the SEIAA, which entail adverse environmental impacts, even if it is a part of approved mining plan modified after grant of EC or granted by State Govt. in the form to Short Term Permit (STP), Query license or any other name.
2. The Project Proponent shall get the Final Mine Closure Plan along with Financial Assurance approved from Indian Bureau of Mines/Department of Mining & Geology/Department of Industries as required under the Provision of the MMDR Act, 1957 and Rules/ Guidelines made there under. A copy of approved final mine closure plan shall be submitted within 2 months of the approval of the same from the competent authority to the concerned Regional Office of the Ministry of Environment, Forest and Climate Change & SEIAA for record and verification.
3. 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 concerned Regional Office, MoEFCC & SEIAA.

F. Land reclamation

1. The Overburden (O.B.) 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 dumps like height, width and angle of slope shall be governed as per the approved Mining Plan as per the guidelines/circulars issued by D.G.M.S w.r.t. safety in mining operations shall be strictly adhered to maintain the stability of top soil/OB dumps. The topsoil shall be used for land reclamation and plantation.
2. The reject/waste generated during the mining operations shall be stacked at earmarked waste dump site(s) only. The physical parameters of the waste dumps like height, width and angle of slope shall be governed as per the approved Mining Plan as per the guidelines/circulars issued by DGMS w.r.t. safety in mining operations shall be strictly adhered to maintain the stability of waste dumps.
3. The reclamation of waste dump sites shall be done in scientific manner as per the Approved Mining Plan cum Progressive Mine Closure Plan.
4. 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.
5. The Project Proponent shall carry out slope stability study in case the dump height is more than 30 meters. The slope stability report shall be submitted to concerned regional office of MoEF&CC & SEIAA.
6. Catch drains, settling tanks and siltation ponds of appropriate size shall be constructed around the mine working, mineral yards and Top Soil/OB/Waste dumps to prevent run off of water and flow of sediments directly into the water bodies (Nallah/ River/ Pond etc.). The collected water should be utilized for watering the mine area, roads, green belt development, plantation etc. The drains/ sedimentation sumps etc. shall be de-silted regularly, particularly after monsoon season, and maintained properly.
7. 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.
8. The top soil, if any, shall temporarily be stored at earmarked site(s) within the mine lease only and should not be kept unutilized for long. The physical parameters of the top soil dumps like height, width and angle of slope shall be governed as per the approved Mining Plan and as per the guidelines framed by DGMS w.r.t. safety in mining operations shall be strictly adhered to maintain the stability of dumps. The topsoil shall be used for land reclamation and plantation purpose.

7 days of the issue of the clearance letter mentioning that the instant project has been accorded EC and copy of the EC letter is available with the State Pollution Control Board/Committee and web site of the Ministry of Environment, Forest and Climate Change (www.parivesh.nic.in). A copy of the advertisement may be forwarded to the concerned MoEFCC Regional Office for compliance and record.

- 14 The Project Proponent shall inform the SEIAA for any change in ownership of the mining lease. In case there is any change in ownership or mining lease is transferred than mining operation shall only be carried out after transfer of EC as per provisions of the para 11 of EIA Notification, 2006 as amended from time to time.

B. Air Quality Monitoring And Preservation

1. The Project Proponent shall install a minimum of 3 (three) online Ambient Air Quality Monitoring Stations with 1 (one) in upwind and 2 (two) in downwind direction based on long term climatological data about wind direction such that an angle of 120° is made between the monitoring locations to monitor critical parameters, relevant for mining operations, of air pollution viz. PM₁₀, PM_{2.5}, NO₂, CO₂ and SO₂ etc. as per the methodology mentioned in NAAQS Notification No. B-29016/20/90/PCI/II, dated 18.11.2009 covering the aspects of transportation and use of heavy machinery in the impact zone. The ambient air quality shall also be monitored at prominent places like office building, canteen etc. as per the site condition to ascertain the exposure characteristics at specific places. The above data shall be digitally displayed within 03 months in front of the main Gate of the mine site.
2. 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 PM_{2.5} 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 equipment's/ 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.

C. Water quality monitoring and preservation

1. In case, immediate mining scheme envisages intersection of ground water table, then Environmental Clearance shall become operational only after receiving formal clearance from CGWA. In case, mining operation involves intersection of ground water table at a later stage, then PP shall ensure that prior approval from CGWA and MoEFCC is in place before such mining operations. The permission for intersection of ground water table shall essentially be based on detailed hydro-geological study of the area.
2. Regular monitoring of the flow rate of the springs and perennial nallahs flowing in and around the mine lease shall be carried out and records maintain. The natural water bodies and or streams which are flowing in an around the village, should not be disturbed. The Water Table should be nurtured so as not to go down below the pre-mining period. In case of any water scarcity in the area, the Project Proponent has to provide water to the villagers for their use. A provision for regular monitoring of water table in open dug wall located in village should be incorporated to ascertain the impact of mining over ground water table. 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 & SEIAA
3. 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. 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 and maintain its records. The project proponent shall undertake regular monitoring of water quality upstream and downstream of water bodies passing within and nearby/ adjacent to the mine lease and maintain its records. Sufficient number of gullies shall be provided at appropriate places within the lease for management of water. PP shall carryout regular monitoring w.r.t. pH and included the same in monitoring plan. The parameters to be monitored shall include their water quality vis-à-vis suitability for usage as per CPCB criteria and flow rate. It shall be ensured that no obstruction and/ or alteration be made to water bodies during mining operations without justification and prior approval of MoEFCC. The monitoring of water courses/ bodies existing in lease area shall be carried out four times in a year viz. pre-monsoon (April-May), monsoon (August), post-monsoon (November) and winter (January) and the record of monitored data may be sent regularly to Regional Office, MoEFCC, SEIAA, 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.
5. Quality of polluted water generated from mining operations which include Chemical Oxygen Demand (COD) in mines runoff; 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.
6. 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 & SEIAA annually.
7. 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.
8. 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, SEIAA and State Pollution Control Board/Committee.

9. The mining lease holders shall, after ceasing mining operations, undertake re-grassing the mining area and any other area which may have been disturbed due to their mining activities and restore the land to a condition which is fit for growth of fodder, flora, fauna etc.

G. Transportation

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

H. Green Belt

1. The Project Proponent shall develop greenbelt in 7.5 m wide safety zone all along the mine lease boundary as per the guidelines of CPCB in order to arrest pollution emanating from mining operations within the lease. The whole Green belt shall be developed within first 5 years starting from windward side of the active mining area. The development of greenbelt shall be governed as per the EC granted by the SEIAA irrespective of the stipulation made in approved mine plan.
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. 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.
4. The Project Proponent shall undertake all precautionary measures for conservation and protection of endangered flora and fauna and Schedule-I species during mining operation. A Wildlife Conservation Plan shall be prepared for the same clearly delineating action to be taken for conservation of flora and fauna. The Plan shall be approved by Chief Wild Life Warden of the State Govt.
5. And implemented in consultation with the State Forest and Wildlife Department. A copy of Wildlife Conservation Plan and its implementation status (annual) shall be submitted to the Regional Office of the Ministry & SEIAA

I. Public hearing and human health issues

1. The Project Proponent shall appoint an Occupational Health Specialist for Regular as well as Periodical medical examination of the workers engaged in the mining activities, as per the DGMS guidelines. The records shall be maintained properly. PP shall also carryout Occupational health check-ups in respect of workers which are having ailments like BP, diabetes, habitual smoking, etc. The check-ups shall be undertaken once in six months and necessary remedial/ preventive measures be taken. A status report on the same may be sent to MoEFCC Regional Office, SEIAA and DGMS on half-yearly basis.
2. The Project Proponent must demonstrate commitment to work towards 'Zero Harm' from their mining activities and carry out Health Risk Assessment (HRA) for identification workplace hazards and assess their potential risks to health and determine appropriate control measures to protect the health and wellbeing of workers and nearby community. The proponent shall maintain accurate and systematic records of the HRA. The HRA for neighbourhood has to focus on Public Health Problems like Malaria, Tuberculosis, HIV, Anaemia, Diarrhoea in children under five, respiratory infections due to bio mass cooking. The proponent shall also create awareness and educate the nearby community and workers for Sanitation, Personal Hygiene, Hand washing, not to defecate in open, Women Health and Hygiene (Providing Sanitary Napkins), hazard of tobacco and alcohol use. The Proponent shall carryout base line HRA for all the category of workers and thereafter every five years.
3. The Proponent shall carry out Occupational health surveillance which be a part of HRA and include Biological Monitoring where practical and feasible, and the tests and investigations relevant to the exposure (e.g. for Dust a X-Ray chest; For Noise Audiometric; for Lead Exposure Blood Lead, For Welders Full Ophthalmologic Assessment; for Manganese Miners a complete Neurological Assessment by a Certified Neurologist, and Manganese (Mn) Estimation in Blood; For Inorganic Chromium- Fortnightly skin inspection of hands and forearms by a responsible person. Except routine tests all tests would be carried out in a Lab accredited by NABH. Records of Health Surveillance must be kept for 30 years, including the results of and the records of Physical examination and tests. The record of exposure due to materials like Asbestos,

Hard Rock Mining, Silica, Gold, Kaolin, Aluminium, Iron, Manganese, Chromium, Lead, Uranium need to be handed over to the Mining Department of the State in case the life of the mine is less than 30 years. It would be obligatory for the State Mines Departments to make arrangements for the safe and secure storage of the records including X-Ray. Only conventional X-Ray will be accepted for record purposes and not the digital one. X-Ray must meet ILO criteria (17 × 14 inches and of good quality).

4. The Proponent shall maintained a record of performance indicators for workers which includes (a) there should not be a significant decline in their Body Mass Index and it should stay between 18.5 -24.9, (b) the Final Chest X-Ray compared with the base line X-Ray should not show any capacities ,(c) At the end of their leaving job there should be no Diminution in their Lung Functions Forced Expiratory Volume in one second (FEV1), Forced Vital Capacity (FVC), and the ratio) unless they are smokers which has to be adjusted, and the effect of age, (d) their hearing should not be affected. As a proof an Audiogram (first and last need to be presented), (e) they should not have developed any Persistent Back Pain, Neck Pain, and the movement of their Hip, Knee and other joints should have normal range of movement, (f) they should not have suffered loss of any body part. The record of the same should be submitted to the Regional Office, MoEFCC & SEIAA annually along with details of the relief and compensation paid to workers having above indications.
5. The Project Proponent shall ensure that Personnel working in dusty areas should wear protective respiratory devices and they should also be provided with adequate training and information on safety and health aspects.
6. Project Proponent shall make provision for the housing for workers/labours or shall construct labour 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.
7. The activities proposed in Action plan prepared for addressing the issues raised during the Public Hearing shall be completed as per the budgetary provisions mentioned in the Action Plan and within the stipulated time frame. The Status Report on implementation of Action Plan shall be submitted to the concerned Regional Office of the Ministry, SEIAA along with District Administration.

J. Corporate Environment Responsibility (CER)

1. The activities and budget earmarked for Corporate Environmental Responsibility (CER) as per Ministry's O.M No 22-65/2017-IA. II (M) dated 01.05.2018 or as proposed by EAC should be kept in a separate bank account. The activities proposed for CER shall be implemented in a time bound manner and annual report of implementation of the same along with documentary proof viz. photographs, purchase documents, latitude & longitude of infrastructure developed & road constructed needs to be submitted to Regional Office MoEF&CC & SEIAA annually along with audited statement.
2. Project Proponent shall keep the funds earmarked for environmental protection measures in a separate account and refrain from diverting the same for other purposes. The Year wise expenditure of such funds should be reported to the MoEFCC and its concerned Regional Office & SEIAA.

K. Miscellaneous

1. The Project Proponent shall prepare digital map (land use & land cover) of the entire lease area once in five years purpose of monitoring land use pattern and submit a report to concerned Regional Office of the MoEFCC & SEIAA
2. The Project Authorities should inform to the Regional Office & SEIAA regarding date of financial closures and final approval of the project by the concerned authorities and the date of start of land development work.
3. The Project Proponent shall submit six monthly compliance reports on the status of the implementation of the stipulated environmental safeguards to the MoEFCC & its concerned Regional Office, SEIAA, Central Pollution Control Board and State Pollution Control Board.
4. A separate 'Environmental Management Cell' with suitable qualified manpower should be set-up under the control of a Senior Executive. The Senior Executive shall directly report to Head of the Organization. Adequate number of qualified Environmental Scientists and Mining Engineers shall be appointed and submit a report to RO, MoEFCC & SEIAA.
5. The concerned Regional Office of the MoEFCC shall randomly monitor compliance of the stipulated conditions. The project authorities should extend full cooperation to the MoEFCC officer(s) & competent Authority by furnishing the requisite data / information / monitoring reports.

L. Additional Conditions

1. The capital cost (@ Rs. 4.00 lacs per ≤ ha.) under CER, shall be deposited in HDFC Saving Bank Account No. 50100626488752, IFSC: HDFC0006405, office of EC Monitoring Cell, DEST&CC, GOHP. The Director (DEST&CC) may devise a plan for this purpose in consultation with project proponent.
2. The project proponent shall provide one plastic waste shredder machine to DEST& 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:

Plastic Waste Shredder specifications (250Kg/Hr.)	
PARAMETER	SPECIFICATION
Mechanism type	Double shaft with rotating blades
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 &	70-S0mm

40

disc	
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

- 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&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.
- The project proponent, before start of mining operations, shall install CCTV cameras on the mining site covering all angles of mining site including entry & exit points. These cameras shall be theft and tamper proof. Where electricity/power is not available solar energy based cameras shall be installed with adequate battery backups. Date-wise video records w.r.t. CCTV camera shall be hosted & stored online and online portal link shall be shared with the office of Director-cum-Member Secretary, HPSEIAA through official e-mail: dbt-hp@nic.in.
- 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 (<https://merilife.nic.in>).
- 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).
- The Department of Industries, Himachal Pradesh shall ensure that the mining is carried out strictly as per the Terms & Conditions of the Environment Clearance.
- 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.
- 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).
- 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.
- 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.
- The project proponent shall ensure that the mining activity is carried out after leaving the required buffer zone and distance from existing habitation/village. Measures will be taken to protect the nearby habitation from noise, water and air pollution.

Member Secretary
State Level Environment Impact Assessment Authority
Himachal Pradesh

Endst. No. As Above.

Copy to following for further necessary action:

- The Secretary (Environment), Ministry of Environment, Forests & Climate Change (MoEF&CC), Gol, Indira Paryavaran Bhawan, Jor Bagh Road, New Delhi - 110003 .
- The Chairman, Central Pollution Control Board, Him Parivesh Bhawan, CBD-cum-office Complex, East Arjun Nagar, New Delhi-110032.
- The Chairman, Himachal Pradesh State Pollution Control Board, Shimla-171009.
- The Director (Environment, Science & Technology) to the GoHP, Shimla-171001.
- The Adviser (IA), MoEF&CC, Gol, 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, Gol, Indira Paryavaran Bhawan, Jor Bagh Road, New Delhi - 110003
- 8. Record File.

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Validity unknown

Digitally signed by: Sh. D.C. Rana
 Designation: Member Secretary
 Date and Time: 3/4/2025 4:36:42 PM



No. Udyog-Bhu (Khani-4) Laghu-48/2021- 12.670
Government of Himachal Pradesh
Department of Industries
"Geological Wing"
Dated, Shimla-171001, the

21/02/2025.

From:

Geologist Zone-IV,
Himachal Pradesh.

To

✓ Smt. Lachhami Devi W/o Sh. Chatter Singh,
Village Bair, P.O. Tilli, Tehsil Sadar,
Distt. Mandi, H.P.

Subject:

Grant of mining lease.

Sir,

Please refer to your online application for the grant of mining lease.

Based upon the recommendations of Joint Inspection Committee & completing all the codal formalities as mentioned in the letter of intent, it has been decided to grant the mining lease in your favour under the provisions of the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015, for extraction of Stone for use in already established Stone Crusher unit i.e. M/s Mahalaxmi Stone Crusher, over an area measuring 09-01-16 Bighas, (Hill Slope), comprising of Khasra No. 1229/1/1 (Pvt. land), falling in Mauza/Mohal Kathalag/141, Tehsil Sadar, Distt. Mandi, H.P. for a period of 5 years or upto the date of valid mining plan whichever is earlier subject to the following terms & conditions:-

1. That you shall have to execute a mining lease deed on the Form "F" on Non-Judicial Stamp Papers worth Rs.26000/- (Rs. Twenty Six Thousand) only and submit three copies of the same along with original revenue record i.e Tatima & Jamabandi of the area duly complete in all respects to this office, within three months from the date of issue of this order.
2. That you shall have to deposit a sum of Rs. 25, 000/- (Rupees Twenty Five Thousand) only in the shape of F.D.R. duly pledged in favour of the undersigned as security deposit for a period of 5 years.
3. The lessee shall furnish Financial Assurance of Rs. 5,000/- (as per the mining lease area) in the form of F.D.R duly pledged in favour of State Geologist, Himachal Pradesh for due observance of provisions of mining plan.

4. 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.
5. 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.
6. 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.
7. The lessee shall do mining in a scientific and systematic manner, and to ensure the same.
 - (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 channelise 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 & control air pollution, water pollution and noise pollution, as per the standards of H.P. State Environment Protection and Pollution Control Board. Further, the lessee shall obtain the consent of H.P. State Environment Protection and 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.
8. 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.
 9. The lessee shall pay dead rent, if applicable, at the rate specified in the third schedule of the H.P. Minor Mineral (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015.
 10. In case the lessee does not pay dead rent/surface rent in two half yearly installments on the 15th April, and 15th October each year during subsistence of lease, simple interest at the rate of 24% per annum shall be charged for default period.
 11. The lessee shall not carry on or allowed to be carried on any mining operation at any point within a distance of 100 metres from any railway line, except under and in accordance with the previous written permission of the Railway Administration or 100 metres from edge of National Highway or 25 metres from edge of State Highway or 10 metres from edge of other roads or 50 metres from edge of 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.
 12. There should be no interruption during the playing of vehicles on HPPWD road while mining and 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.
 13. The lessee shall be bound to pay Rs. 5/- per trolley and Rs. 10/- per truck on extraction and export of sand, stone & bajri to the concerned Gram Panchayat through the Mining Officer Mandi. The lessee shall also pay E V Charges equivalent to Rs. 5/- per tonne, online processing fees equivalent to Rs. 5/- per tonne and Milk cess equivalent to Rs. 2/- tonne.
 14. If necessary, the lessee shall have to erect check dams and other retaining structures to check the banks or soil erosion during mining activities.

15. The lessee shall work in the mining lease area as per the conditions stipulated in the EIA Clearance issued by the State Level Environment Impact Assessment Authority, Himachal Pradesh vide EC identification No. EC25B001HP160854 and file No. HPSEIAA/2023/1078 dated 04.03.2025. The Environment clearance is valid upto 03.03.2028, thereafter the mining activities in the granted area shall be deemed suspended till Environmental clearance is renewed.
16. The lessee shall obtain consent of the H.P. State Environment Protection and Pollution Control Board before start of mining operation, separately under the consent mechanism.
17. The lessee shall be bound to comply with all the directions and instructions if any issued by the Hon'ble High Court, H.P as well as by the State Government from time to time with regard to mining operation and stone crusher.
18. The lessee shall carry out mining operation in the lease area strictly in accordance with approved Mining Plan and as per Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of illegal Mining, Transportation and Storage) Rules, 2015.
19. With regard to the local objections if any, raised by the local people, entire responsibility to settle the issue will be of the lease holder.
20. The lessee shall settle the dispute, arises if any, between him and land owners/co-sharers/right holders at his own level and shall indemnify the Govt. in this behalf.
21. No quarrying operation or mining shall carried on or permitted to be carried on by the Mineral Concession holder upto any point within five meters from the outer periphery of adjoining land as a safety zone.
22. The lease holder shall not store/stack any material in the acquired width of PWD road without the specific permission of the competent authority.
23. No mining shall be allowed in forest land without permission from the competent authority of Forest Department including any other land where there is growth of trees.
24. No mining shall be allowed in areas which may cause aesthetic/visual degradation near any known tourist spot.
25. No mining shall be allowed near to the site of culture, religious, historical, archeological or scenic importance.
26. No mining shall be allowed near habitation, where it is likely to cause noise beyond the permissible limit and vibration problems, due to blasting or operation of machinery.
27. The lessee shall take adequate steps to control and check soil erosion, debris flow etc. by raising various engineering structure.

submit renewal of mining lease application before one year from the expiry of lease period.

Any other conditions as required for regulating the mining activities could be incorporated at the time of execution of mining lease deed agreement.

The lessee shall submit fresh No Mining Dues Certificate, fresh revenue record and Income Tax Clearance Certificate within three months of the grant order. The lease deed shall be executed only after submission of above documents.

These orders are subject to revision, in case of any dispute, if arises due to any reasons and the above conditions from 4 to 39 shall be incorporated in the lease deed in part-V after clause No. 8.

Yours faithfully,

Geologist Zone-IV
Himachal Pradesh
Dated 2025.

Endst. No. Udyog-Bhu (Khani-4) Laghu-48/2021-

Copy to the following for information and necessary action please.

1. The Sub-Divisional Officer (C) Sadar, Distt. Mandi, H.P.
2. The Range Forest Officer Mandi Forest Range, Distt. Mandi, H.P.
3. The Assistant Engineer, Chakkar Sub-Division, HPPWD Ner Chowk, Distt. Mandi, H.P.
4. The Assistant Engineer, JSV Sub Division Saigloo Distt. Mandi, H.P.
5. The Environmental Engineer, HPSPCB, Bilaspur, Distt. Bilaspur, H.P.
6. Mining Officer, Mandi, Distt. Mandi, H.P.

Geologist Zone-IV
Himachal Pradesh

28. The lessee shall not sell the raw material to any other stone crusher unit.
29. The lessee shall not sale the minor minerals out side the State.
30. No mining shall be allowed where subsidence of rocks is likely due to steep angle of slope.
31. The lessee shall carry out the mining operation in his boundary limit and provide suitable protection measures accordingly so that debris should not be rolled down.
32. It will be the responsibility of the lessee that he adhere all the Rules/Act and Court order etc. as applicable to this proposal.
33. No blasting shall be resorted to without taking proper license under the Explosive Act, 1984.
34. The lessee shall pay contribution to District Mineral Foundation Fund (DMFT) and all the applicable taxes/funds in lieu of mineral concession.
35. The lessee shall carry out mining operation in the lease area strictly in accordance with the stipulations as laid down by the Joint Inspection Committee in the joint inspection report.
36. The lessee shall employ/retain consultant as per classification specified in rule 55 of Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of illegal Mining, Transportation and Storage) Rules, 2015.
37. The mining lease deed will 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 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.
38. The lessee shall, after ceasing mining operations, re-grass the mining 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) 114/2014 titled as Common Cause Vs Union of India & Ors.
39. 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

Mining
Lease
Deed
28-3-25

FORM 'F'
[See rule 17(3)]
FORM OF MINING LEASE DEED FOR MINOR MINERALS

This indenture made this 28th day of March, 2025 between the Governor, Himachal Pradesh, acting through the Geologist Zone-IV, 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 **Smt. Lachhmi Devi W/o Sh. Chatter Singh, Prop. M/s Mahalaxmi Stone Crusher, Village Bair, P.O. Tilli, Tehsil Sadar, Distt. Mandi, H.P.** (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 extraction of Stone for use in already existing stone crusher unit i.e. M/s Mahalaxmi 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 5,000/- as Financial Assurance (And whereas the lessee is in possession of a latest no mining dues certificate); 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 Stone (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 **Mauza/Mohal Kathalag/141, Tehsil Sadar, Distt. Mandi, H.P. bearing Khasra No. 1229/1/1, totaling 09-01-16 Bighas (Pvt. land/Hill Slope)** or thereabouts delineated on the revenue map Tatima) or site plan hereto annexed and bounded as follows:

On the North by as per revenue record attached

On the South by --do--

On the East by --do--

Sub Registrar
Sadar, Distt. Mandi (H.P.)
17500

लक्ष्मी देवी

WS

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

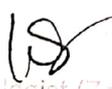
(c) The lessee shall hold the premises hereby granted and demised from the 28th day of March, 2025 for the term of 5 years (from the dated of execution of lease deed) or as per reserves calculated in the mining plan whichever is earlier.

PART - I

LIBERTIES 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, equipment's:** 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

Sub Registrar
Sadar Dist. Mandi (H.P.)
175001


Geologist (Zone-IV)
Geological Wing





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 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 with the help of tyre mounted front end loader upto 80 Horse Power without provision for attaching backhoe shall not be treated as mechanical mining and the use of such loader shall be allowed

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Sadar Dist. Mandi
17500

Geologist (Zone-IV)



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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.

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 10th 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 10th of every month, 24% per annum interest will be charged for the default period after 10th of month.
 - (b) The lessee shall also furnish by the 15th April, every year to the Director of Industries 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

Sub Registrar
Sadar District, Jammu (H.P.)
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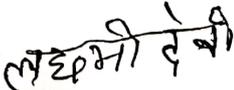
tank, canal, road or any other public work or buildings.

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12. **Information for using explosive:** The lessee shall immediately give an information in **Form-'I'** for use of explosive as soon as-
- the workings in the mine extends below superjacent ground;
 - the depth of any open cast excavation measured from its highest to the lowest point reaches six metres;
 - the number of persons employed on any day is more than 50(fifty); and
 - 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.
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

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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 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 indisposed, 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:-

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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.

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3. **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.
4. **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.
5. **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 quantities and in the manner, at the place specified in the notice exercising the said right.
6. **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.
7. **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

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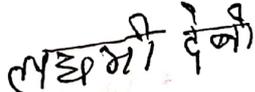
the occupier to allow the lessee or contractor to enter the land and to carry out such operations as may be necessary for the purposes. In assessing the amount of such compensation, the Government shall be guided by the principles of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Re-settlement Act, 2013 (Act No. 30 of 2013).

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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 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/- and 5000/- deposited by the lessee on breach of any covenant to be performed by the lessee under this lease deed.

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- (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 month 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.

Sub Registrar

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Geologist (Zone-IV)

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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 channelise 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 & control air pollution, water pollution and noise pollution, as per the standards of H.P. State Environment Protection and Pollution Control Board. Further, the lessee shall obtain the consent of H.P. State Environment Protection and 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 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.
 14. The lessee shall pay dead rent, if applicable, at the rate specified in the third schedule of the H.P. Minor Mineral (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015.
 15. In case the lessee does not pay dead rent/surface rent in two half yearly installments on the 15th April, and 15th October each year during subsistence of lease, simple interest at the rate of 24% per annum shall be charged for default period.
 16. The lessee shall not carry on or allowed to be carried on any mining operation at any point within a distance of 100 metres from any railway line, except under and in accordance with the previous written permission of the Railway Administration or 100 metres from edge of National Highway or 25 metres from edge of State Highway or 10 metres from edge of other

WS
 Controller (Zone-IV)
 Department of Mineral Mining

Sub Registrar
 State Mineral Development (H.P.)
 Department of Mineral Mining

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roads or 50 metres from edge of 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.

- 17. There should be no interruption during the playing of vehicles on HPPWD road while mining and 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.
- 18. The lessee shall be bound to pay Rs. 5/- per trolley and Rs. 10/- per truck on extraction and export of sand, stone & bajri to the concerned Gram Panchayat through the Mining Officer Mandi. The lessee shall also pay E V Charges equivalent to Rs. 5/- per tonne, online processing fees equivalent to Rs. 5/- per tonne and Milk cess equivalent to Rs. 2/- tonne.
- 19. If necessary, the lessee shall have to erect check dams and other retaining structures to check the banks or soil erosion during mining activities.
- 20. The lessee shall work in the mining lease area as per the conditions stipulated in the EIA Clearance issued by the State Level Environment Impact Assessment Authority, Himachal Pradesh vide EC identification No. EC25B001HP160854 and file No. HPSEIAA/2023/1078 dated 04.03.2025. The Environment clearance is valid upto 03.03.2028, thereafter the mining activities in the granted area shall be deemed suspended till Environmental clearance is renewed.
- 21. The lessee shall obtain consent of the H.P. State Environment Protection and Pollution Control Board before start of mining operation, separately under the consent mechanism.
- 22. The lessee shall be bound to comply with all the directions and instructions if any issued by the Hon'be High Court, H.P as well as by the State Government from time to time with regard to mining operation and stone crusher.
- 23. The lessee shall carry out mining operation in the lease area strictly in accordance with approved Mining Plan and as per Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of illegal Mining, Transportation and Storage) Rules, 2015.
- 24. With regard to the local objections if any, raised by the local people, entire responsibility to settle the issue will be of the lease holder.
- 25. The lessee shall settle the dispute, arises if any, between him and land owners/co-sharers/right holders at his own level and shall indemnify the Govt. in this behalf.
- 26. No quarrying operation or mining shall carried on or permitted to be carried on by the Mineral Concession holder upto any point within five meters from the outer periphery of adjoining land as a safety zone.

Sub Registrar
Sadar Office Mandi (H.P.)

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the specific permission of the competent authority.

28. No mining shall be allowed in forest land without permission from the competent authority of Forest Department including any other land where there is growth of trees.
29. No mining shall be allowed in areas which may cause aesthetic/visual degradation near any known tourist spot.
30. No mining shall be allowed near to the site of culture, religious, historical, archeological or scenic importance.
31. No mining shall be allowed near habitation, where it is likely to cause noise beyond the permissible limit and vibration problems, due to blasting or operation of machinery.
32. The lessee shall take adequate steps to control and check soil erosion, debris flow etc. by raising various engineering structure.
33. The lessee shall not sell the raw material to any other stone crusher unit.
34. The lessee shall not sale the minor minerals outside the State.
35. No mining shall be allowed where subsidence of rocks is likely due to steep angle of slope.
36. The lessee shall carry out the mining operation in his boundary limit and provide suitable protection measures accordingly so that debris should not be rolled down.
37. It will be the responsibility of the lessee that he adhere all the Rules/Act and Court order etc. as applicable to this proposal.
38. No blasting shall be resorted to without taking proper license under the Explosive Act, 1984.
39. The lessee shall pay contribution to District Mineral Foundation Fund (DMFT) and all the applicable taxes/funds in lieu of mineral concession.
40. The lessee shall carry out mining operation in the lease area strictly in accordance with the stipulations as laid down by the Joint Inspection Committee in the joint inspection report.
41. The lessee shall employ/retain consultant as per classification specified in rule 55 of Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of illegal Mining, Transportation and Storage) Rules, 2015.
42. The mining lease deed will 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 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.

Sub Registrar
Sadar Dist. Mandi (H.P.)
175101

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Geological (Form IV)
General Manager
Mandi



43. The lessee shall, after ceasing mining operations, re-grass the mining 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) 114/2014 titled as Common Cause Vs Union of India & Ors.
44. 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 one year from the expiry of lease period.

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

For and on behalf of the lessee

Witnesses:

1. Sharma

Satyendur Kumar Sharma S/O
Ganga Ram Sharma Vill. Rewari
PO Dalash Teh. Aaram Distt. Kullu H.P.

2. Chauhan

Rajesh Kumar S/O Sh. Chatters S/O
Vice Baur PO Tilly Teh. Sadol
Distt Mandi H.P.

Jagdish Chand Thakur
Advocate
Distt. Courts Mandi (H.P.)
En 33/12/20

Sub Registrar
Sadol Distt. Mandi (H.P.)
175001

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Geologist (Zone-IV)
For and on behalf of the
Governor, Himachal Pradesh

[Signature]
Geologist
Dept. of Industries
(Geological Wing)
H.P. Shimla-1

Ramesh Kumar
Sunder Lal
313/12
Ramesh Kumar
[Signature]

[Signature]

राजस्व विभाग, हिमाचल प्रदेश - नकल जमाबंदी

एस.सी.ए रसीद संख्या: 5081163121837424

नाम :
पिता/पति : .

नकल शुल्क : 1.00
सेवा शुल्क : 20

साल : 2020-2021

रकबा ईकाई: बीघा-बिस्वा-बि

कुल शुल्क : 21

मोहाल : कठलगा

खेवट नं.	खेवट नं.	नाम भालिक व एहवाल	नाम काश्तकार व एहवाल	नाम याह व दीगर वसायल आबापाशी	नम्बर खसरा हाल	रकबा हर खेत व फिजान खाला भय किस्म अराजी	हिस्सा या शेजाला हकीयत व तरीका बाड	कैफियत
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128	157	कुल भाग (6) पवन कुमार (5)	काश्त व कल्जा स्वयं		1229	12-00-00 11-00-00 बागीचा बायली फलदार 01-00-00 शे.मु.बीड	कल्जा व पडता वशार खेवट नं. (1)	रकबे एक्ट नं. 29 आड रदन दिनांक 24-9-2016 पवन कुमार पुत्र कुष्ण दास भालिक का सालभ्य हिस्सा बदले मु. 300,000/- तीन लाख रुपय में स्टेट बैंक ऑफ पटियाला शाखा मण्डी के पास ताउदायगी कर्जा मकसूल रहेगा। 920 ₹
125	154	भाग पुत्र व श्रीमति अहल्या देवी (1) भाग विद्या कुष्ण दास पुत्र नरोत्तम स्थानिय वासी	हिस्सा श्रीमति ताउदायगी देवी मालिका हिस्सा कल्जा 15-0-0 बीघा	<i>(Signature)</i> 24/03/2025				
बशरहाल खेवट नं.	(1)							
16.28								
माल								
8.80								
खाई								
7.48								

VLE : Shashi Garam
LNK : Sed B
CSC ID : 1783227 / 015
Block : Saharwal (ALP)
Mob. 9418277784
Date: 22/3/25

1	2	3	4	5	6	7	8	9
								रकबा लागूजार स्वीकार है। मोटे- ६ न. 920 है तारीख केसला 10-6-2024 इलाहा पवन कुमार पुत्र कृष्ण दास आलिक का जाता हजा का सालम हिजा रकबा अकडर 10- 0-0 बीघा बलाम श्रीमति लक्ष्मी देवी पत्नी पतर सिंह को स्वीकार है।

Geologist
 Dept. of Industries
 (Geological Wing)
 P.O. Shimla-1

VLE : Shali Gram
 LINK : Cell : 9811011116
 Cell : 9811011116
 Back Office : 9811011116
 Mob. 9416577187
 Date : 22/3/25

Certified that this copy has been generated from the database of Revenue Department at Centra
 Server- HP as accessed by the Lok Mitra Kendra Shali Gram on 22-March-2025
 To Verify: enter the Copy No above Bar Code at
<https://himbhoomilms.com.in>
 For Validity Refer : Notification No. 10/2009 Dated 14-Feb-2011
 Jam060124131053



निकनेट : हिमाचल प्रदेश - शिमला
 दिनांक : 22-Mar-2025
 पृष्ठ सख्या: 2

Deed
Endorsement
4-4-25
7-4-25

65

4/7/25, 1:43 PM

2025/316/1/346

Deed Endorsement

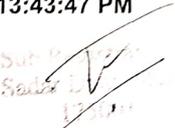
Token No :- 202500049016

District Name :Mandi

Mandi

This document is presented for registration by Sh./Smt.LACHHAMI DEVI PROP MS MAHALAXMI STONE CRUSHER s/o/d/o/w/o I before me today on **07-04-2025** Day of **Monday** at **13:43:47 PM**


Signature of Presenter


Signature of Registering Officer

Document Details

Book No:1 Registration No. : 341/2025 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 : 04-04-2025 Market Value of Property :Rs.5103000/- Consideration Amount :Rs.0/- Stamp Duty :- Rs. 15310/-, Registration Fee :- Rs. 5110/-, Pasting fee :- Rs. 10/-,

Deed Pasting Detail

No. of Deed Pages:14
Additional Book Volume No. : 122
From page : 28 To page : 41

Annexure Pasting Detail

No. of Annexure Pages:13
Supplementary Book Volume No. : 55
From page : 52 To page : 64

Duty and Fee Details

Stamp Duty
Amount:Rs.26000/-
Payment Mode: E-STAMP Certificate
Issued by:
Vide No.:IN-HP42811259166060X
Date:07-04-2025

Registration Fee/Pasting Fee
Amount:Rs.10/-
Payment Mode: E-Challan/Challan
Issued by:
Vide No.:A25D186277
Date:07-04-2025

Amount:Rs.5110/-
Payment Mode: E-Challan/Challan
Issued by:
Vide No.:A25D186277
Date:07-04-2025


Signature of Registering Officer



66



LACHHAMI DEVI PROP MS MAHALAXMI STONE CRUSHER(Individual)

Party No.	Party Name and Address	Finger Print	Signature
1	<p>GOVERNOR OF HIMACHAL PRADESH THROUGH GEOLOGIST ZONE IV HIMACHAL PRADESH GOVERNMENT OF HIMACHAL PRADESH DEPARTMENT OF INDUSTRIES GEOLOGICAL WING SHIMLA HP Himachal Pradesh PAN No.:</p>		
2	<p>LACHHAMI DEVI PROP MS MAHALAXMI STONE CRUSHER VILL BAIR PO TILLI TEH SADAR MANDI HP Himachal Pradesh PAN No.:</p>		

Witness:

Sr.NO	Witness Name and Address	Signature
1	<p>RAJESH KUMAR Address1 - VILL BAIR PO TILLI TEH SADAR MANDI HP , , , Himachal Pradesh</p>	
2	<p>PRINCE KUMAR Address1 - HNO 313-12 RAM NAGAR MANDI TEH SADAR MANDI HP , , , Himachal Pradesh</p>	

Identifier:

Sub Registrar
 Mandi
 172001

Sr.NO	Identifier Name and Address	Signature
1	<p style="text-align: center;">67</p> <p style="text-align: center;">JC THAKUR Address1 - ADV DISTRICT COURT MANDI HP , , , Himachal Pradesh PAN No.:</p>	


[Faint text]

Pre Registration Docket

Date :- 07-04-2025 11:22 am

Office Name :- Mandi
Token No:- 202500049016

Appoinment :- 07-Apr-2025 Time:- 12:0

Article	35 - Lease or agreement of lease
Deed Sub-title	Where lease purports upto 100 years or exceeds
Fee Rule	Where lease purports upto 100 years or exceeds
Document Registration Date	04-Apr-2025
No. of Deed Pages	14
No. of Annexure Pages	13
Total Charges Payable	₹20,850/-

R. e
w
07/04/25

Fee Rule:Pasting Fee		
1	Pasting fee	10
Total		10
Fee Rule:Where lease purports upto 100 years or exceeds		
1	Registration Fee	5,110
2	Stamp Duty	15,310
3	Service Charges	370
4	Web camera charges	50
Total		20,840

Property Id: 1

Village Name	Kathalag - 019601, Mandi, Mandi
Area	Land Area in Bigha : 9.00 Bigha-Biswa-Biswansi, Land Area in Biswa : 1.00 Bigha-Biswa-Biswansi, Land area in Biswansi : 16.00 Bigha-Biswa-Biswansi, Other Roads, ,
Other Description of the Property	Khewat Number - 128,
Market Value	₹5103000/-
Consideration Amount	₹0/-

Lessor	Mr.Name: GOVERNOR OF HIMACHAL PRADESH THROUGH GEOLOGIST ZONE IV HIMACHAL PRADESH Address: GOVERNMENT OF HIMACHAL PRADESH DEPARTMENT OF INDUSTRIES GEOLOGICAL WING SHIMLA HP Father Name: PAN: Gender: Other
Lessee	Mrs. Name: LACHHAMI DEVI PROP MS MAHALAXMI STONE CRUSHER Address: VILL BAIR PO TILLI TEH SADAR MANDI HP Father Name: Husband Name: CHATTER SINGH PAN: Gender: Female

Witness Information	Name: Mr.-RAJESH KUMAR Address: VILL BAIR PO TILLI TEH SADAR MANDI HP -- Father/Husband Name: CHATTAR SINGH Gender: Male Aadhaar Card -*****2107
	Name: Mr.-PRINCE KUMAR Address: HNO 313-12 RAM NAGAR MANDI TEH SADAR MANDI HP -- Father/Husband Name: SUNDER LAL Gender: Male Aadhaar Card -*****3991

Identifier Details	Name: Adv-JC THAKUR Address: ADV DISTRICT COURT MANDI HP -- Father/Husband Name: KARAM SINGH Gender: Male Photo I Card- HIM/53/1986
--------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Declaration/Verification

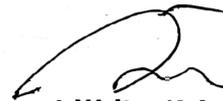
All the entries made above, have been verified by us and have been found same as the entries of the document presented.

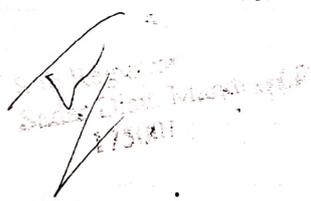
Disclaimer : We hereby declare that all the contents of the original documents and other uploaded document (s) are exactly the same and all the information provided by us is true to the best of our knowledge.The details of property (ies) have been verified at the time of entry.

It is further declared that the above property is free from all encumbrances and no bar has been put by any court of law for the transaction of above property.We are fully satisfied with the above verification and hence proceeding further for registration of this document.


Executant(s)

Claimant (s)


Document Writer/Advocate



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 **(JC THAKUR, Photo I Card-HIM/53/1986)**. Hence, the document is here by REGISTERED.

Signature of Registering Officer



71

No.MO/MDI/ML/Smt.LachhamiDevi-2024- 21
Office of the Mining Officer,
Mandi, District Mandi. (H. P.)

Dated: 04 APR 2025

To

✓ The Sub- Registrar,
Tehsil Sadar,
Distt. Mandi H.P.

Subject:- Regarding registration of Agreement deed in favour of Smt. Lachhami Devi W/o Sh. Chatter Singh, Village Bair, PO Tilli, Tehsil Sadar, Distt. Mandi H.P.

Sir,

This bear reference to the memo bearing no. Udyog-Bhu (Khani-4) Laghu- 48/2021-13058, dated 28-03-2025, received from the office of Geologist Zone -IV, Himachal Pradesh. on the subject cited above.

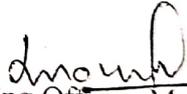
In this context, please find enclosed herewith two copies of Mining Lease Agreement deed duly signed by the Geologist (Zone-IV), Geological Wing, Deptt. of Industries Himachal Pradesh. which has to be registered in your good office and Sh. Prakash Chand, Assistant Mining Inspector. Sadar, whose specimen signature is appended below is hereby authorized by the undersigned as representative of this office for the registration of the said lease deed agreement.

Specimen Signature:-

1. 
2. 

Encl:- As Above.

Yours faithfully,

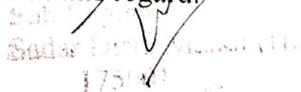

Mining Officer, Mandi
Distt. Mandi.(H.P)
Ph. No. 01905-223343

Endst No. As Above _____

Dated: _____

Copy to:-

1. Sh. Prakash Chand, Assistant Mining Inspector, Sadar, with the direction to contact the Sub Registrar and get the Mining Lease Deed registered & also procure two verified copies of the registered Mining Lease Deed, along with the original Copy.
2. Smt. Lachhami Devi W/o Sh. Chatter Singh, Village Bair, PO Tilli, Tehsil Sadar, Distt. Mandi H.P. for information and with the advice to contact the Sub-Registrar, Tehsil Sadar, Distt. Mandi in this regard.



Mining Officer, Mandi
Distt. Mandi.(H.P)

Permanent
Registration

FORM-'R'
[See rule 69(1)]
Permanent Registration
Department of Industries
Office of the State Geologist
Shimla-171001

Whereas M/s Mahalaxmi Stone Crusher, Prop. Smt. Lachhami Devi W/o Sh. Chattar Singh, Village Bair, P.O. Tilli, Tehsil Sadar, Distt. Mandi, H.P. vide application dated 07.08.2025 applied for renewal of Permanent Registration of stone crusher unit established at Khasra No. 645/639/1, measuring 3-09-00 Bighas, falling in Mauza Bair, Tehsil Sadar, Distt. Mandi, H.P.

The Permanent Registration issued to M/s Mahalaxmi Stone Crusher, Prop. Smt. Lachhami Devi W/o Sh. Chattar Singh, Village Bair, P.O. Tilli, Tehsil Sadar, Distt. Mandi, H.P. is hereby renewed subject to the following conditions:-

1. The owner of the stone crusher shall observe the provisions of;
 - i) The Air (Prevention and Control of Pollution) Act, 1981 and rules framed thereunder.
 - ii) The Water (Prevention and Control of Pollution) Act 1974 and rules framed thereunder.
 - iii) The Environment (Protection) Act, 1986 and rules framed thereunder.
 - iv) The Noise Pollution (Regulation and Control) Rules 2000.
2. The expansion of a stone crusher shall not be allowed without prior approval of Geological Wing, Department of Industries, Himachal Pradesh.
3. The stone crusher owner shall ensure that the, emission standards are as per the Statutes as notified by the Government vide Notification No. STE-E-(5)-9/2018 dated 29.06.2021 or amended from time to time are adhered to.
4. The stone crusher owner shall adopt pollution control measures as per Government Notification No. STE-E-(5)-9/2018 dated 29.06.2021 or as amended from time to time.
5. The stone crusher owner shall submit a return by 10th of every month to the concerned Mining Officer, giving details of total quantity of minerals crushed, electricity consumed, power generated in case of captive power generated run crusher, fuel consumption in case of diesel run crusher, number of labour employed and wages paid etc.
6. Free access shall be given to the officer/official of the Geological Wing, Department of Industries, H.P. for the verification of plant & machinery, source/supply of raw material, sale record and stocks of raw material and finished goods.
7. The stone crusher owner shall immediately report to the Deputy Commissioner and Mining officer of the district concerned about any accident which may take place during the course of crushing operation resulting in serious bodily injury.
8. The stone crusher owner shall not pay wages less than the minimum wages prescribed by the Central or State Government from time to time under the Minimum Wages Act, 1948, to the workers employed in the crushing unit.

9. The stone crusher owner shall indemnify the State Government against the claim of the third party.
10. The stone crusher owner shall obtain renewal of consent to operate from the State Pollution Control Board before operating the stone crusher unit and shall not operate the stone crusher unit without valid COP.
11. The crusher owner shall ensure that aggregate is stacked in such a manner that it does not spill over to the Highway/roads which can be cause of road accident.
12. The Crusher Owner shall plant at least three rows of tall fast growing species of trees on all sides of the unit as a wind barrier for protection and conservation of environment.
13. Sign Board at a prominent place outside stone crushing unit shall be displayed indicating the name of crusher owner, capacity of unit, date of registration of the units and also its expiry, telephone numbers of the owner and Mining Officer, Mandi.
14. The crusher owner shall obtain all the required statutory clearance at his own level and shall operate the stone crusher accordingly, as per provisions of law.
15. The source of raw material to feed above stone crusher is mining lease area granted in favour of above applicant, bearing Khasra No. 1229/1/1, measuring 09-01-16 Bighas, (Pvt. land), falling in Mauza/Mohal Kathaag/141, Tehsil Sadar, Distt. Mandi, H.P. which is valid upto 27.03.2030.
16. This Permanent Registration is valid upto 07.03.2028. The said Permanent Registration is subject to order dated 11.3.2020 passed in CMP No. 8459 of 2019 in CWP No. 2067 of 2019 as well as final outcome of CWP No. 2067 of 2019.

M/s Mahalaxmi Stone Crusher,
Prop. Smt. Lachhmi Devi S/o Sh. Chattar Singh,
Village Bair, P.O. Tilli, Tehsil Sadar,
Distt. Mandi, H.P.

Endst. No. Udyog-Bhu/Regn./Mandi/Maha Laxmi St. Cr- 5392
Copy forwarded to:-

1. The Member Secretary, H.P. State Pollution Control Board, Phase-III, New Shimla-2
2. The Mining Officer, Mandi, Distt. Mandi, H.P. for information and necessary action. He is directed to take action against the stone crusher owner of stone crusher, if it was operational without valid permission from competent authority. He is further directed to ensure that production should be got verified from production report, electricity details or any other measures like GST return etc. for which he will be held personally responsible. Also ensure that no DG set is installed in crusher complex.
3. Concerned mining lease file.

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Geologist Zone-IV
Himachal Pradesh
Dated 12/18/2025

18
Geologist Zone-IV
Himachal Pradesh

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Annex
R-4/2

Ann R-4/2

BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI

Original Application No. 435 of 2015
(M.A. No. 1010 of 2015 & M.A. No. 393 of 2016)

IN THE MATTER OF:

Baldev Singh Vs. State of H. P. & Ors.

CORAM : HON'BLE MR. JUSTICE SWATANTER KUMAR, CHAIRPERSON
HON'BLE MR. JUSTICE M.S. NAMBIAR, JUDICIAL MEMBER
HON'BLE PROF. A.K. YOUSUF, EXPERT MEMBER
HON'BLE MR. BIKRAM SINGH SAJWAN, EXPERT MEMBER

Present: Applicant
Respondent Nos.1&2: Mr. Suryanarayana Singh, Sr. Addl. Advocate General
Mr. D. K. Thakur, Adv. for HPPCB
Orders of the Tribunal

Date and Remarks	
Item No. 15 May 18, 2016 ss	<p>We have heard the Learned Counsel appearing for the parties. Undisputed facts are that the stone crushers subject matter of the present application Village Bair District Mandi, have been operating without consent of the Board to operate since 15-12-2015 the date on which the consent to operate had expired. The stone crusher did not move any application till 25-04-2016. During this period two notices were issued by the Board requiring stone crushers to stop operating without consent of the Board. However, it was violated. The application for consent to operate is now pending with the Board. The Learned Counsel appearing for the Board submits that they would dispose of this application expeditiously and in any case within two weeks from today. Thus we dispose of this application with the directions that the stone crusher will not operate till the time the consent to operate is granted by the Board and the Unit is physically inspected by the Joint Inspection Team of the Board. Till that time electricity is also disconnected.</p>

The Learned Counsel submits that they would pay a sum of Rs. 50,000/- as environmental compensation. We accept the same. The environmental compensation will be deposited with the Board within two weeks from today.

The application No. 435 of 2015 thus stands disposed of with no order as to costs.

The M. A. No. 1010 of 2015 and M. A. NO. 393 of 2016 do not survive for consideration as the main application itself stands disposed of.

.....,CP
(Swatanter Kumar)

.....JM
(M.S. Nambiar)

.....EM
(Prof. A.R. Yousuf)

.....EM
(B.S. Sajwan)

Annex
R-4/3

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Ann R-4/3

No. MO/MDI/DDMA/2023-24/- 4285-4312
Office: Mining Officer Mandi, Distt. Mandi, H.P.
Mandi

Dated: 26-08-2023

To.

1	Baba Balak Nath. Stone Crusher, Village Dadour, P.O. Dhaban. Tehsil Balh. Distt. Mandi (HP).
2	Jagdish Stone Crusher. Village Malthar, P.O. Ratti, Tehsil Balh, Distt. Mandi (HP).
3	Pooja Stone Crusher, Village Takoli, P.O. Panarsa, Tehsil Aut, Distt. Mandi (HP).
4	Durga Bhawani Stone Crusher Vill Bhurah PO Bali Chowki Distt Mandi
5	Murari Mata Stone Crusher, VPO Largi, Sub-Tehsil Bali Chowki, Distt. Mandi (HP).
6	Sharma Trading Company Stone Crusher, VPO Thalout, Sub-Tehsil Aut, Distt. Mandi (HP).
7	Hazari Stone Crusher Udyog Association, VPO Dharpur, Tehsil Sarkaghat, Distt. Mandi (HP).
8	Gangal Stone Crusher, Village Gangal, P.O. Kaloud, Tehsil Sunder Nagar, Distt. Mandi H.P.
9	Rajat Stone Crusher, Village Kachhali, P.O. & Tehsil Sandhol, Distt. Mandi (HP).
10	Shitla Stone Crusher, Village Jajrout, PO Balat, Tehsil Sadar, Distt. Mandi (HP).
11	Malhotra Stone Crusher, Village Ropi, PO Bali Chowki, Distt. Mandi (HP).
12	Ruma Stone Crusher, Village Shivduala, PO Longni, Tehsil Sarkaghat, Distt. Mandi (HP).
13	Mahalaxmi Stone Crusher, Village Bair Kanhwai, PO Tilly, Tehsil & Distt. Mandi (HP).
14	Sharma Sand Stone Crusher, Village Traur, PO Segli, Tehsil Chachyot, Distt. Mandi (HP).
15	Akhtar Stone Crusher, Village Dadoh, PO Dhaban, Tehsil Sunder Nagar, Distt. Mandi (HP).
16	Naina Stone Crusher, Village Ropi, PO Bali, Choki, Distt. Mandi (HP).
17	Sheetla Stone Crusher, Village & P.O. Maloh, Tehsil Sunder Nagar, Distt. Mandi (HP).
18	Prem Stone Crusher Village Tikkari, PO Kamand, Tehsil Sadar, Distt. Mandi (HP).
19	L.N. Stone Crusher Village Kandhi PO Siron Tehsil Chachyot District Mandi HP
20	Giula Sand Stone and Stone Crusher Unit Vill Padhar PO Majhwar Tehsil Sadar Distt Mandi

Subject: To stop the operations of the Stone Crushers.
Sir,

This in with reference to the order number Rev(DMC)(F)-11-1/2022-Sec Dated 23-08-2023 issued by the Chief Secretary -Cum- Chairman (SEC) to the Government of Himachal Pradesh vide which all the stone crushers have been ordered to stop the operations



irrespective of perennial and non-perennial rivulets, on the Beas River and its tributaries till further orders or till such times the proper assessment of impact is made (Copy enclosed).

Therefore, in compliance to the ibid orders, you are hereby directed to stop the operations of your stone crusher with immediate effect.

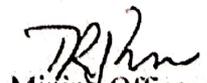
Yours faithfully,


Mining Officer,
Distt. Mandi, H.P.
Ph. 01905-223342

Encls. As above.

Endst. No. As above 4285-4312 Dated 26-08-2023

- Copy to:
1. The Geologist Zone-IV, Himachal Pradesh for information please.
 2. The Executive Engineer, Himachal Pradesh Pollution Control Board, Regional Office, Bilaspur for information and further necessary action, please.
 3. The Sr. Executive Engineer, HPSEB Ltd., Sundernagar, for information and with a request to disconnect the electricity connection of the respective Stone Crusher in your jurisdiction, in compliance to the ibid orders of Government of Himachal Pradesh, please.
 4. The Executive Engineer, HPSEB Ltd., Mandi, for information and with a request to disconnect the electricity connection of the respective Stone Crusher in your jurisdiction, in compliance to the ibid orders of Government of Himachal Pradesh, please.
 5. The Executive Engineer, HPSEB Ltd., Gohar, for information and with a request to disconnect the electricity connection of the respective Stone Crusher in your jurisdiction, in compliance to the ibid orders of Government of Himachal Pradesh, please.
 6. The Executive Engineer, HPSEB Ltd., Jogindernagar, for information and with a request to disconnect the electricity connection of the respective Stone Crusher in your jurisdiction, in compliance to the ibid orders of Government of Himachal Pradesh, please.
 7. The Executive Engineer, HPSEB Ltd., Sarkaghat, for information and with a request to disconnect the electricity connection of the respective Stone Crusher in your jurisdiction, in compliance to the ibid orders of Government of Himachal Pradesh, please.
 8. The Executive Engineer, HPSEB Ltd., Dharampur, for information and with a request to disconnect the electricity connection of the respective Stone Crusher in your jurisdiction, in compliance to the ibid orders of Government of Himachal Pradesh, please.


Mining Officer,
Distt. Mandi, H.P.
Ph. 01905-223342

Government of Himachal Pradesh
 Department of Revenue
 State Disaster Management Authority
 (Disaster Management Cell)

No. Rev(DMC)(F)-11-1/2022-SEC

Dated: Bhillai-2, 23rd August 2023

ORDER

Whereas during the ongoing monsoon season, the catastrophic landslides, falling of river banks, unprecedented erosion in most areas of the State and resultant loss of precious human lives has clearly established the disturbance of natural environment by anthropogenic and commercial activities;

And Whereas, the damage to various bridges, including 800-meter-long Chakki Bridge during the current monsoon season of 2023 and in year 2022 was primarily attributed to the rampant illegal and unscientific mining activities feeding the stone crusher units established in the area. Also, similar instances have been reported in other areas of the State especially, specifically along Beas river and its tributaries;

And Whereas, of particular concern is the alarming transformation of ecology in one of the rivers, i.e. River Beas and its tributaries over the years, especially during the monsoon periods. That this ecological transformation has inflicted significant damage on human settlements and public infrastructure. Alterations in rivulet courses, excessive side cutting, river bank failures, and floods surpassing historical flood levels have led to severe destruction, especially in the Beas catchment area. That these changes in the riverine ecosystem stand as a stark reminder of the disruption and imbalance induced by human interventions primarily due to illegal and unscientific mining feeding the stone crushers industry along the rivers;

And Whereas, the repercussions of these disasters extend far beyond environmental damage, encompassing substantial economic losses and deep human suffering. The unscientific practices that underlie these disasters will leave scars that require prolonged periods to heal. The destruction caused by both perennial and non-perennial rivulets highlights the severity of the situation, underscoring how seemingly insignificant water bodies can trigger catastrophic consequences when human activities disrupt their natural balance;

And Whereas possibly, central to these calamities are also stone crushers and illegal and unscientific mining operations which are feeding these

units, particularly in the Beas catchment area. It is imperative to shield the environment, especially water bodies, from the adverse consequences of such activities. This necessity is reinforced by the regulatory notifications issued under the Environment (Protection) Act, 1986 in this regard from time to time. The principles of precaution and sustainable development should serve as the guiding framework for these regulations, ensuring that developmental activities harmonize with ecological conservation;

And whereas, the operations of stone crushers along with illegal and unscientific mining activity mainly in Beas catchment are one of the main reasons for the said anthropogenic catastrophe, amongst others;

And Whereas, it has been observed by the Hon'ble NGT in the matter of O.A. No. 358 of 2016 titled as Bhag Singh V/s Union of India, concerning to setting up of stone crushers close to water bodies, that *"...the object of the regulatory notification issued under the Environment (Protection) Act, 1986 is to protect the ecology from the adverse impact of location of a stone crusher nearby and Interpretation of a regulatory provision must be consistent with the 'precautionary principle' and 'sustainable development principle'...."*;

And Whereas, legal cautionary interventions have also been pursued to address this critical issue many a times. And there has been several court cases in various courts, viz, Hon'ble Supreme Court, Hon'ble NGT, Hon'ble High Court of Himachal Pradesh and various directives also highlights the concern of setting up stone crushers within certain distance from/ of water bodies. The Hon'ble National Green Tribunal (NGT) has even ordered the closure of stone crusher units within defined proximity to water bodies, emphasizing the importance of prioritizing environmental preservation over unchecked industrialization;

And Whereas, in light of the above and keeping the welfare & lives of the citizens of the state paramount, it has become essential to take immediate and requisite steps to ensure that the natural ecology and environment is not adversely affected and any activity detrimental to human health and safety directly or indirectly is regulated in most appropriate manner;

And Whereas, with the adverse changes in the natural course of river Beas and its tributaries, taken place in the recent rains, it has become imperative to carry out scientific study through multi sectoral expert committee, to assess the cumulative impact of such activities, primarily, the Stone crushers and their contribution in the light of the recent catastrophic situation in the state, so that its environmental impact could be analyzed afresh, for ensuring safety of life and property of the people;

And Whereas the correlation between these disasters and stone crushing, mining activities underscores the immediate necessity to address the root causes of these calamities including putting check and scientific re-assessment of setting up stone crushers in the State;

Now therefore, in view of the above stated facts and in order to ensure utmost safety to human settlements and infrastructure, to preserve the fragile ecology and environment of the State and further with the intention to limit any such damage in future, State Disaster Management Authority, in exercise of the power vested under Section 21(1) of the Disaster Management Act 2005, hereby orders the following:

1. The Director Industry Himachal Pradesh to immediately stop the operations of all stone crusher irrespective of perenniality, i.e. of both perennial and non-perennial rivulets, on the Beas River and its tributaries till further orders or till such times the proper assessment of impact is made.
2. The existing captive & temporary stone crushers shall not come under the purview of this order.

In addition, the Deptt. of EST & CC shall convene a high level expert consultation immediately inviting experts from IITs, NITs, R&D Institutions, Universities, to identify the factors which formed such a disastrous position. The Department shall also conduct a comprehensive scientific study by constituting a Multi Sectoral Expert Committee to evaluate the cumulative impact of unscientific/ illegal mining activities and also assess to redefine distance limits as based on the findings, thereby allowing more effective regulation and management of such operations to preserve the environment in River System and to avoid any such anthropogenic induced disasters in the state.

This order shall come into force with immediate effect from the date of issue and violations dealt as per law.

(27/08/23)
**Chief Secretary -cum- Chairman (SEC) to the
 Government of Himachal Pradesh**

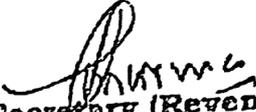
Enclt No. As Above.

Dated, Shimla-171002, 23 August 2023

Copy forwarded to the following for information and immediate necessary action:

1. The Secretary to the Governor, Himachal Pradesh, Shimla-2.
2. The Pr. Secretary to the Chief Minister, Himachal Pradesh, Shimla-2.
3. The Private Secretaries to the Cabinet/State Ministers, Government of Himachal Pradesh.
4. The Private Secretary to the Chief Secretary to the Govt. of Himachal Pradesh.

6. All the Administrative Secretaries to the Government of Himachal Pradesh
7. All Heads of Departments of Himachal Pradesh.
8. All the Deputy Commissioners of Himachal Pradesh.
9. All the Divisional Commissioners of Himachal Pradesh.
10. The Director Industries, Department of Industry, Himachal Pradesh, Shimla-171002
11. The Director (Environment, Science & Technology), Paryavarn Bhawan, Near U.S. Club Shimla 1.
12. The Member Secretary, H.P. State Pollution Control Board, Phase-III, New Shimla 9.
13. The State Geologist, Department of Industry, Himachal Pradesh, Shimla-171002.
14. Guard file.


Principal Secretary (Revenue-DM) to the
Government of Himachal Pradesh

Annex
R-4/4

In the Hon'able National Green Tribunal Bench at Shimla.

Ann R-4/4
O.A. No. 435/15-15.

Between

Baldev Singh
&
Others

Applicants

(प्रथम-पक्ष)

Versus

Lachhmi Devi Prop. Mahalaxmi Stone Crusher Bair
&
Others

Respondents

(द्वितीय-पक्ष)

Compromise Deed

आज दिनांक 22-02-2016 को नैणा माता मन्दिर बायर के प्रांगण में एक समझौता बैठक हुई, जिसमें प्रथम-पक्ष व द्वितीय पक्ष द्वारा अधिकृत श्री दिनेश कुमार व श्री राजेश कुमार पुत्र श्री चतर सिंह व श्रीमती लक्ष्मी देवी ने भाग लिया। इस बैठक में गाँव बायर के अन्य लोग सूबेदार जीवन सिंह, श्री श्याम लाल भूतपूर्व जिला परिषद सदस्य, श्री खेम सिंह सपुत्र श्री भीखम राम, श्री चेत राम सपुत्र श्री नेगी, भूपेन्द्र सिंह सपुत्र श्री शेर सिंह, पवन कुमार सपुत्र श्री गोबिन्द सिंह व ठाकर सिंह सपुत्र श्री नरपत राम भी शामिल थे।

बैठक में श्री दिनेश कुमार व श्री राजेश कुमार जो उपरोक्त क्रेशर को चलाते हैं व पूरा प्रबन्धन भी करते हैं, ने सभी से निवेदन किया कि हम उक्त केस में समझौता करना चाहते हैं। प्रथम पक्ष व अन्य सभी लोगों ने इनका निवेदन स्वीकार किया व निम्नलिखित बिन्दुओं पर सहमती बनकर समझौता हुआ:-

1. बैठक में द्वितीय-पक्ष ने माना कि खनन के दौरान कुछ अनियमिततायें हुई, जिनके फलस्वरूप पक्की सड़क टूट कर निचे गिर गई। लेकिन हमने पहाड़ी की तरफ कटिंग करके सड़क बना दी व वहाँ चारकोल डाल कर उसे पक्की भी कर दिया। जो ढाँक वहाँ बना था सुरक्षा के लिये वहाँ मिट्टी-पत्थर भरे ड्रम भी लगा दिये। निचे एक अन्य स्थान पर जहाँ सड़क का चारकोल उखड़ गया था, उसे भी पक्का कर दिया गया।
2. द्वितीय पक्ष ने माना कि भविष्य में हम मुहाल बायर में सरकारी भूमि, वन भूमि, किसी की निजी भूमि पर खनन हेतु न लीज का आवेदन करेंगे न ही खनन करेंगे।

3. आजकल जो खनन हम (द्वितीय पक्ष) मैरा नाम की जगह पर कर रहे हैं, यह खनन लीज में जारी पेज.....2.....

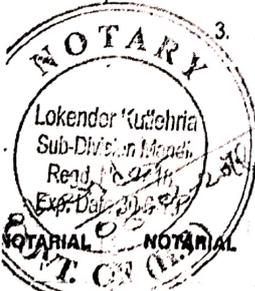
ATTESTED

Lokender Kutehria
NOTARY PUBLIC
Shimla (India)

जारी पेज.....2.....

[Handwritten signatures and initials]

No. 105/2016



मंजूर खसरा न० व रकवा पर ही करेंगे अन्य स्थान पर यहाँ खनन नहीं करेंगे। खनन, खनन नियमों के अनुसार होगा व लीजड भूमि के साथ लगती अन्य किसानों की मलकीयत भूमि को कोई नुकसान न पहुँचे, तय सेफटी जोन का विशेष ध्यान रखेंगे।

4. मुहाल बायर के बाहर किसी अन्य मुहाल में खनन करते समय हम किसी भी खनन नियम का उल्लंघन नहीं करेंगे। क्रैशर को भी क्रैशरनियमों के अन्तर्गत ही चलायेंगे।
5. जिस जगह पर सड़क गिरी है, वहीं पर या उसके आगे-पीछे भविष्य में भी अगर सड़क गिर जाती है तो द्वितीय-पक्ष उसे बनाने/बहाल करने पर बाध्य होगा।
6. खनन क्षेत्र में जो रेगिस्तान जैसे हालात बने हैं वहाँ पर्यावरण को ठीक करने हेतु हरियाली वाले पौधों का रोपण करके द्वितीय पक्ष उस क्षेत्र को फिर से हरा-भरा बनायेगा।
7. द्वितीय पक्ष ने माना कि अगर वे क्रैशर को बेच देते हैं, किराये/ठेके पर दे देते हैं, किसी को चलाने के लिये अधिकृत करते हैं तो उपरोक्त शर्तें उन व्यक्तियों पर भी लागू रहेगी। इसके अलावा मेरे उत्तराधिकारी भी 20 वर्ष तक उक्त शर्तों को मानने पर बाध्य होंगे।

द्वितीय पक्ष द्वारा उपरोक्त सभी शर्तों को मानने पर प्रथम पक्ष भी इस पर अपनी सहमती व समझौता करता है तथा उपरोक्त शर्तों के तहत केस को वापिस लेने के लिय माननीय न्यायाधिकरण से प्रार्थना करता है।

Bohara Singh प्रथम पक्ष :

द्वितीय पक्ष

1. बलदेव सिंह सपुत्र श्री गोविन्द सिंह

For Mata Laxmi Devi
Lakshmi Devi

2. शेर सिंह सपुत्र श्री धर्मदास

लक्ष्मी देवी पत्नी श्री चतर सिंह

3. नित्र सिंह सपुत्र श्री वामन सिंह

गाँव बायर डा0 टिल्ली

4. चेत सिंह सपुत्र श्री चेत सिंह

तहसील सदर जिला मण्डी (हि० प्र०)

5. शर सिंह सपुत्र श्री दास राम

सभी निवासी गाँव बायर डा0 टिल्ली

तहसील सदर जिला मण्डी (हि० प्र०)

1. दिनेश कुमार सपुत्र चतर सिंह गाँव बायर डा0 टिल्ली तह० सदर जिला मण्डी (हि० प्र०)
2. राजेश कुमार सपुत्र श्री चतर सिंह गाँव बायर डा0 टिल्ली तह० सदर जिला मण्डी (हि० प्र०)

ATTESTED

Lokender Kuttleria
NOTARY PUBLIC

स्थान:- मण्डी

दिनांक:- 08-03-2011

SL No. 105/2011
Contents read over & explained to
executant Dep. who admitted
the same to be true.

I Know personally the deponent
who has signed in my presence

Signature of Identifier

Jogendra Singh

Bohara Singh

Jogendra Singh

श्री गोविन्द सिंह श्री जमिन सिंह

शर सिंह गाँव बायर

गाँव बायर डा० टिल्ली तहसील सदर जिला मण्डी (हि० प्र०)

डा० टिल्ली तहसील सदर जिला मण्डी

Annex
R-4/5

84

H.P.POLICE/हिमाचल प्रदेश पुलिस
I.I.F.-I /एकीकृत जाँच फार्म-I

FIRST INFORMATION REPORT
(Under Section 173 B.N.S.S.)

(प्रथम सूचना रिपोर्ट)

(बी. एन. एस. एस. धारा 173 के अन्तर्गत)

1. District (ज़िला): MANDI P.S.(थाना): SADAR MANDI Year(वर्ष): 2025
FIR No(प्र.सू.रि.सं.): 0107 Date & Time of FIR (एफआईआर की तिथि / समय): 29/04/2025 07:06 PM

S.No.(क्र.)	Acts(अधिनियम)	Sections(धारा(एँ))
1	THE BHARATIYA NYAYA SANHITA (BNS), 2023	329(4)
2	THE BHARATIYA NYAYA SANHITA (BNS), 2023	191(2)
3	THE BHARATIYA NYAYA SANHITA (BNS), 2023	190
4	THE BHARATIYA NYAYA SANHITA (BNS), 2023	352
5	THE BHARATIYA NYAYA SANHITA (BNS), 2023	351(2)

3. (a) Occurrence of offence (अपराध की घटना):

1. Day(दिन): Tuesday Date From(दिनांक से): 29/04/2025 Date To(दिनांक तक): 29/04/2025
Time Period (समय अवधि): Pahar 4 Time From (समय से): 11:00 AM Time To (समय तक): 11:20 AM

(b) Information received at P.S.(थाना जहाँ सूचना प्राप्त हुई): Date(दिनांक): 29/04/2025 Time (समय): 06:16 PM

(c) General Diary Reference (रोजानामचा संदर्भ): Entry No.(प्रविष्टि सं.): 022 Time (समय): 29/04/2025 06:16 PM

4. Type of Information (सूचना का प्रकार): Written

5. Place of Occurrence (घटनास्थल):

1. (a) Direction and distance from P.S (थाना से दूरी और दिशा): SOUTH, 14 Km(s) Beat No(बीट सं.) 02-KEHANWAL

(b) Address(पता): MAHALAKSHMI STONE CRUSHER VIRE, SADAR

(c) In case, outside the limit of this Police Station, then (यदि थाना सीमा के बाहर हैं तो)

Name of P.S(थाना का नाम): District(State)(ज़िला(राज्य)):

6. Complainant / Informant (शिकायतकर्ता/सूचनाकर्ता):

(a) Name(नाम): NAVEEN KUMAR

(b) Father's Name (पिता का नाम): LATE SH. CHATAR SINGH CHANDEL

(c) Date/Year of Birth (जन्म तिथि / वर्ष): 1984

(d) Nationality (राष्ट्रीयता): INDIA

(e) UID No (यूआईडी सं.):

(f) Passport No. (पासपोर्ट सं.):

Date of Issue (जारी करने की तिथि):

Place of Issue (जारी करने का स्थान):

(g) Id details (Ration Card, Voter ID Card, Passport, UID No., Driving License, PAN) (पहचान विवरण(राशन कार्ड, मतदाता पहचान पत्र, पारपत्र, आधार कार्ड सं., व्हायविग लायसेंस, पैन)):

S.No.	Id Type(पहचान पत्र का प्रकार)	Id Number(पहचान संख्या)
-------	-------------------------------	-------------------------

(h) Occupation (व्यवसाय):

(i) Address(पता):

S.No. (क्र. सं.)	Address Type (पता का प्रकार)	Address (पता)
1	Present Address	VILLAGE-VIRE PO TILLI , TEHSIL-SADAR, PS-SADAR MANDI, DISTRICT-MANDI, STATE-HIMACHAL PRADESH, INDIA
2	Permanent Address	VILLAGE-VIRE PO TILLI , TEHSIL-SADAR, PS-SADAR MANDI, DISTRICT-MANDI, STATE-HIMACHAL PRADESH, INDIA

(j) Phone number (दूरभाष न.):

Mobile (मोबाइल न.): 91-9882500085

7. Details of known/suspected/unknown accused with full particulars (ज्जात/ संदिग्ध /अज्ञात अभियुक्त का पुरे विवरण सहित वर्णन):

Accused More Than (अज्ञात आरोपी एक से अधिक हों तो संख्या):

S.No. (क्र. सं.)	Name (नाम)	Relative's Name (रिश्तेदार का नाम)	Present Address (वर्तमान पता)	Parmanent Address (स्थायी पता)
1	Unknown1			

8. Reasons for delay in reporting by the complainant/informant (शिकायतकर्ता / सूचनाकर्ता द्वारा रिपोर्ट देरी से दर्ज कराने के कारण):

9. Particulars of properties of interest (Attach separate sheet, if necessary) (संबन्धित सम्पत्ति का विवरण (यदि आवश्यक हो, तो अलग पृष्ठ नत्थी करें)):

S.No. (क्र. सं.)	Property Category (संपत्ति श्रेणी)	Property Type (सम्पत्ति के प्रकार)	Nature Property (प्रकृति संपत्ति)	Description (विवरण)	Value(In Rs/-) (मूल्य (रु में))

10.Total value of property stolen (In Rs/-) (चोरी हुई सम्पत्ति का कुल मूल्य (रु में)):

11.Inquest Report / U.D. case No., if any (मृत्यु समीक्षा रिपोर्ट / यू.डी.प्रकरण न., यदि कोई हो):

S.No. (क्र.सं.) UIDB Number (यू.आई.डी.बी.संख्या)

12.First Information contents (Attach separate sheet, if necessary) (प्रथम सूचना तथ्य (यदि आवश्यक हो, तो अलग पृष्ठ नत्थी करें)):

इस समय दर्ज है कि मा० मु० आ० सुरेश कुमार न० 531 हाजिर थाना आया तथा अपने हमरा एक अदद ब्यान श्री नवीन कुमार पुत्र स्व० श्री चतर सिंह चन्देल निवासी गांव वायर डा० टिल्ली तह० सदर जिला मण्डी हि० प्र० व उम्र 41 वर्ष मो० न० 98825-00085 ब्यान अधीन धारा 173 BNSS तस्वीकन स० उ० नि० अनूप कुमार अन्वेषणाधिकारी थाना सदर मण्डी के बराये करने दर्ज अभियोग जेर धारा 329(4), 191(2), 190, 352, 351(2) BNS में लाया जिसका मजबूत जैल है:- ब्यान किया कि मैं उपरोक्त पते का रहने वाला हूँ तथा पेशा से महालक्ष्मी स्टोन क्रेशर वायर मे अरसा करीब 20 वर्ष से बतौर मैनेजर कार्यरत हूँ । उपरोक्त महालक्ष्मी स्टोन क्रेशर मेरी माता जी श्रीमती लछ्मी देवी के नाम पर है जो वर्ष 2005 मे मेरी माता लछ्मी देवी व श्री वामन सिंह जी के बीच मे एक इकरारनामा (एग्रीमेंट) हुआ था जिसके मुताबिक उपरोक्त जमीन पर महालक्ष्मी स्टोन क्रेसर लगाया गया था । यह जमीन खसरा न० 820/645/639 कुल 5 विघा है । इकरारनामा की अवधि 2005 से 2025 तक है । इस स्टोन क्रेसर के साथ ही उपर की तरफ दो पक्के कमरे स्लैब पोश है जिसके एक कमरा मे हमारा कार्यालय/स्टोर है तथा दुसरे कमरा में हमारी लैबर रहती है । इस जमीन व कमरो का प्रति माह कुल किराया 35000 रुपये दे रहे है जबकि इकरार नामा के मुताबिक प्रतिमाह किराया 7000/- रुपये था । उपरोक्त जमीन व कमरो का किराया महालक्ष्मी स्टोन क्रेसर फर्म के खाता से नैत्र सिंह व ईश्वर सिंह के खाता मे जमा करवाते है । दिनांक 28-4-2025 को समय करीब 8:30 बजे रात नैत्र सिंह का लड़का हर्ष ठाकुर हमारे स्टोन क्रेसर के साथ बने मजदूरो के कमरे मे आया तथा बाहर से गन्दी -2 गालियां देने लगा और जान से मारने की धमकियां देने लगा और कहने लगा तुम बाहर निकलो उसके बाद वह वहां से चला गया । दिनांक 29-4-2025 को जब मैं मेरे बड़े भाई राजेश कुमार व दिनेश कुमार अपने महालक्ष्मी स्टोन क्रेसर वायर के कार्यालय /स्टोर मे अपना कार्य कर रहे थे तो समय करीब 11.00 बजे दिन नैत्र सिंह कश्मीर सिंह ईश्वर सिंह पुत्र स्व० श्री वामन सिंह निवासी गांव वायर डा० टिल्ली तह० सदर जिला मण्डी हि० प्र० अपने परिवार सहित जिसमें हिमाचली उर्फ बबली , रेखा कुमारी रमा देवी व हर्ष ठाकुर हमारे महालक्ष्मी स्टोन क्रेसर के कार्यालय / स्टोर के बाहर आये और कहने लगे कि यह लैबर वाले कमरे को खाली करो हम अपना ताला लगाएंगे जिस पर मैंने नैत्र सिंह व उसके परिवार जनो को कहा कि एक दम लैबर को बाहर कहां निकाल सकता हूँ जिस पर नैत्र सिंह , कश्मीर सिंह , ईश्वर सिंह , हर्ष ठाकुर, हिमाचली उर्फ बबली , रेखा कुमारी व रमा देवी एक दम गुस्सा हो गए और जोर - जोर से गन्दी गालियां देने लगे और झगड़ा करने लगे और धमकियां देने लगे की जल्दी से कमरे को खाली करो नहीं तो जान से मार देंगे। मैंने इन्हे समझाने की कोशिश की तथा कहा की हमारा महालक्ष्मी स्टोन क्रेसर का मामला माननीय अदालत कोर्ट न० 1 मण्डी में अभी विचाराधीन है जो माननीय अदालत ने यथास्थिति बनाए रखने के आदेश दिए हुए है आप कानून को अपने हाथ मे ना ले परन्तु फिर भी नैत्र सिंह व इसके परिवार के उपरोक्त सभी सदस्य एक दम गुस्सा होकर एक साथ जबरदस्ती कमरे का दरवाज खोला और अन्दर जाकर कमरे में रखे लेबर का सारा सामान को बाहर निकाल कर फेंक दिया । जब मैंने मेरे भाई राजेश कुमार, दिनेश कुमार व अजय गुलेरिया ने इनको समझाने की कोशिश की परन्तु यह कोई भी बात सुनने के लिए तैयार ना थे और जबरदस्ती लेबर के कमरा मे अपना ताला लगाकर कब्जा कर लिया । इस दौरान किसी के साथ मारपीट नही हुई है । नैत्र सिंह, कश्मीर सिंह, ईश्वर सिंह, हर्ष ठाकुर, हिमाचली उर्फ बबली पत्नी नैत्र सिंह रेखा कुमारी पत्नी कश्मीर सिंह व रमा देवी /पत्नी ईश्वर सिंह के खिलाफ कानूनी कार्यवाही की जाये।

sd/- Naveen attested Anoop ASI अनूप कुमार I/O थाना सदर जिला मण्डी कार्यवाही पुलिस:- इमरोज मन ASI मय

मुलाजमान व सवारी गाड़ी सरकारी जेर चालक HHC चेत राम न0 651 के व हवाला रपट न0 14 रोजनामचा इमरोजा के वा मुकाम महालक्ष्मी स्टोन क्रेसर वायर में मौजूद था तो नवीन कुमार ने अपना ब्यान अधीन धारा 173 BNSS के मन ASI के पास कलमबन्द करवाया । ब्यान कर्ता को ब्यान पढ़कर सुनाया व समझाया गया जिसने अपने ब्यान को सही मानते हुए अपने हस्ताक्षर व हरफ अंग्रेजी मंक किए तस्दीकन मैंने भी अनपे हस्ताक्षर किए है । मजबूत ब्यान व हालात मौका से जुर्म अधीन धारा 329(4), 191(2), 190, 352, 351(2) BNS का वकूह में आना पाया जा रहा है जो असल ब्यान ब्राये कायमी मुकदमा वदस्त HHC सुरेश कुमार न0 531 के थाना भेजा जा रहा है मकुदमा पंजीकृत करके नम्बर मुकदमा से सुचित करें । मन ASI तपतीश वर मौका हूं । Sd/- Anoop ASI सह उप नि0 अनुप कुमार अन्वेषणाधिकारी थाना सदर जिला मण्डी हि0 प्र0 Camp At महालक्ष्मी स्टोन क्रेसर वायर At 05:20 Pm Dt 29-04-2025

13. Action taken Since the above information reveals commission of offence(s) u/s as mentioned at Item No. 2.

(की गयी कार्यवाही: चूंकि उपरोक्त जानकारी से पता चलता है कि अपराध करने का तरीका मद सं.2.में उल्लेख धारा के तहत है):

(1) Registered the case and took up the investigation (प्रकरण दर्ज किया गया और जांच के लिए लिया गया):

or (या)

(2) Directed (Name of I.O.): (जांच अधिकारी का नाम): Anup Kumar

Rank (पद): Asst. SI (Assistant Sub-Inspector)

No(सं.):

to take up the Investigation (को जांच आपने पास में लेने के लिए निर्देश दिया गया) or(या)

(3) Refused investigation due to (जांच के लिए):

or (के कारण इंकार किया या)

(4) Transferred to P.S. (थाना):

District (ज़िला):

on point of jurisdiction (को क्षेत्राधिकार के कारण हस्तांतरित)

F.I.R. read over to the complainant/informant, admitted to be correctly recorded and a copy given to the complainant/informant free of cost. (शिकायतकर्ता / सूचनाकर्ता को प्राथमिकी पढ़ कर सुनाई गयी, सही दर्ज हुई माना और एक कॉपी निशुल्क शिकायतकर्ता को दी गयी)

R.O.A.C. (आर.ओ.ए.सी.)

14. Signature/Thumb impression of the complainant / informant.

(शिकायतकर्ता / सूचनाकर्ता के हस्ताक्षर / अंगुठे का निशान):

Signature/हस्ताक्षर

Signature of Officer in charge, Police Station
(थाना प्रभारी के हस्ताक्षर)

Name (नाम): Desh Raj

Rank (पद): INSP. (Inspector)

No(सं.): 45607

15. Date and time of dispatch to the court

(अदालत में प्रेषण की दिनांक और समय):

Attachment to item 7 of First Information Report (प्रथम सूचना रिपोर्ट के मद 7 संलग्नक):

Physical features, deformities and other details of the suspect/accused:(If known/seen)
(संदिग्ध / अभियुक्त की शारीरिक विशेषताएँ, विकृतियाँ और अन्य विवरण : (यदि ज्ञात / देखा गया))

S.No.(क्र.सं.)	Sex (लिंग)	Date/Year of Birth	Build (बनावट)	Height(cms.) (कद(से.मी))	Complexion (रंग)	Identification Mark(s) (पहचान चिन्ह)
1	2	3	4	5	6	7
1						

Deformities/ Peculiarities (विकृतियाँ/ विशिष्टताएँ)	Teeth (दँत)	Hair (बाल)	Eyes (आँखें)	Habit(s) (आदतें)	Dress Habit(s) (पहनवा)
8	9	10	11	12	13

Place Of(का स्थान)					Others (अन्य)
Burn Mark (जले हुए का निशान)	Leucoderma (धवल रोग)	Mole (मस्सा)	Scar (घाव)	Tattoo (गूदे हुए का)	
15	16	17	18	19	20

These fields will be entered only if complainant/informant gives any one or more particulars about the suspect/accused.
(यह क्षेत्र तभी दर्ज किए जाएंगे यदि शिकायतकर्ता / सूचनाकर्ता संदिग्ध / अभियुक्त के बारे में कोई एक या उससे अधिक जानकारी देता है |)

Annex
R-4/6

Ann R-4/6

Registered Post



H.P. STATE POLLUTION CONTROL BOARD
HIM PARIVESH, PHASE III, SHIMLA-171 009

No.PCB (S9) M/s Mahalaxmi Stone Crusher -Sadar -Mandi/2016- 7069-70

Dated: 14/7/16

From: Member Secretary

To : M/s Mahalaxmi Stone Crusher,
Village Bair, Kanhwal, P.O Tilly,
Tehsil Sadar, District Mandi, H.P.

Subject Compliance of the order dated 18-05-2016 passed by the Hon'ble National Green Tribunal at New Delhi in M.A No. 1010 of 2015 & M.A No. 393 of 2016 in O.A No. 435/2015 titled as Baldev Singh Vs State of H.P & ors.

Sir,

This is in reference to your letter No. nil dated 23-05-2016 on the subject cited above. In this context, please find enclosed herewith original receipt no. 0086540 dated 22-06-2016 of ₹ 50,000/- (₹ Fifty Thousand only) for information.

You are also hereby directed to comply Hon'ble NGT's order and not to operate the unit till your application for grant of valid consent is decided.

(Sanjay Sood, IFS)
Member Secretary
HP State Pollution Control Board
Ph.No. 0177-2673766

Copy forwarded to the Environmental Engineer, Regional Office, HP State Pollution Control Board, Bilaspur, Distt. Bilaspur, H.P. He is directed to jointly inspect the unit w.r.t PCD's and also send the report for disposal of consent application in terms of Hon'ble NGT's order 18-05-2016 (copy enclosed). Please ensure that unit does not operate without valid consent of the board.

(Sanjay Sood, IFS)
Member Secretary
HP State Pollution Control Board
Ph.No. 0177-2673766

ORIGINAL



H. P. STATE POLLUTION CONTROL BOARD
H.O. Shimla

Book No.

No. 0086540

Date... 22-06-16 Place... Shimla,

Received from... Mrs. Mahalaxmi Sharma, Kashka, Kill: Patis
Kankhal, P.O. Tilly, Teh. Sadar, Distt: Meerut, U.P.

Rs. 50,000/- (Rupees... Fifty thousand only)

on account of... Environmental Compensation
(Assessed by H.C.T., N. Delhi)

Vide Cash/Cheque/Bank Draft/I.P.O. No. 414977 & 414976

Place - Shimla, Dated... 24-05-16

Cashier by
Accountant

Signature.....
Designation Deputy Controller (F&A)
H.P. State Pollution Control Board
Shimla - 171002

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**H.P.STATE POLLUTION CONTROL BOARD**
HIM PARIVESH, PHASE-III, NEW SHIMLA-171009

HPSPCB No : 175

Date: 22/12/2025

Industry Registration ID: 10597

Application No : 16702860

To,
Mahalaxmi Stone Crusher
Vill. Bair Kanhwal P.O. Tilly Tehsil Sadar Distt Mandi HP
mandi
Mandi
175001

Subject: Renewal of 'Consent to Operate' u/s 25/26 of Water (Prevention & Control of Pollution) Act, 1974 and u/s 21 of Air (Prevention & Control of Pollution) Act, 1981.

With reference to your application for obtaining Renewal of 'Consent to Operate' u/s 25 26 of Water (Prevention & Control of Pollution) Act, 1974 and u/s 21 of Air (Prevention & Control of Pollution) Act, 1981, you are hereby, authorized to operate an industrial unit subject to the Terms and Conditions as mentioned in this Consent letter.

1. Particulars of Consent to Operate under the Water Act, 1974 and Air Act, 1981 granted to the industry

Consent No.	CTO/BOTH/RENEW/RL/2025 16702860
Consent valid from:	22/12/2025
Consent valid upto:	07/08/2028
Certificate Type :	RENEW
Previous CTE/CTO No. & Validity :	

2. Particulars of the Industry

Name & Designation of the Applicant	LACHMI DEVI, (Proprietor)
Address of Industrial premises	Mahalaxmi Stone Crusher, Vill. Bair Kanhwal P.O. Tilly Tehsil Sadar Distt Mandi HP, mandi, Mandi-175001
Capital Investment of the Industry	18.0 lakhs
Category of Industry	Red
Type of Industry	2 I-Mining lease area more than 5 hectares or Mining lease area up to 5 hectares which is part of cluster mining
Scale of the Industry	Micro
Office District	Mandi
Capacity	

Raw Materials (Name with quantity per day)

Raw Materials	Quantity	Unit
Minor Mineral from lease area	15000 out of 52659 MT/yr approved quantity in EC	M. T./Year



Products (Name with quantity per day)

Name of Products	Unit	Quantity	Intermediate Product	Principal Use
Aggregate and Sand	M.T./Year	15000	Nil	Construction Activities

Details of the Effluent Treatment Plant

Type of Effluent	Capacity	Quantity
Septic Tank	22.24 KL	0.864 KLD

Mode of Disposal

Description	Quantity(in KLD)	Method of Treatment	Method of Disposal
Domestic	0.864	Soak Pit/Septic Tank	Soak Pit/Septic Tank

Quantity of fuel required (in TPD) and capacity of boilers/ Furnace/Thermo heater etc.

Type	No. of Boiler/Heater /Evaporator/Incinerator/DG Set/Other	Capacity	Type of Boiler/Heater s/Evaporators /Incinerator/DG Sets/Others	Type of Fuel	Fuel consumption rate in MT/hour or KL/hour or M3 /hour
DG Sets	N/A	N/A	N/A	N/A	N/A
Others	1	NA	Jaw Crusher	Electricity	Approx. 15 Units/day

Type of Air Pollution Control Devices installed

Equipment Type	Equipment Name	Date/proposed date of installation	Efficiency(% reduction)	Final concentration of pollution being emitted
Wind breaking wall, Covered jaw crusher and conveyor belts, water sprinklers, metaled road, plantation, Dust bag filter followed by cyclone, CCTV cameras etc.	Others	2025-01-01	Approx. 90 %	SPM<600 Micrograms per cubic meter



TERMS AND CONDITIONS

A. SPECIFIC CONDITIONS

1. This 'Renewal of Consent to Operate' is only for the purpose and under the provision of Water Act, 1974 and Air Act, 1981 as the case may be, and will not be construed as substitute for mandatory clearances required for the project under any other law/regulation/direction/order and the applicant shall obtain any such mandatory clearance before taking any steps to establish industry/ industrial plant, operation or process or any treatment and disposal system or an extension or addition thereto.
2. Nothing in this Consent shall be deemed to neither preclude the institution of any legal action nor relieve the applicant from any responsibilities, liabilities or penalties to which the applicant is or may be subjected to under this or any other Act.
3. The unit shall apply for further renewal/extension in the validity of the Consent, before the expiry of this 'Renewal of Consent to Operate'.
4.
 - i) The unit shall ensure compliance of Waste Management Rules i.e. Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016/ Plastic Waste Management Rules, 2016/ E-Waste (Management) Rules, 2016/Construction & Demolition Waste Management Rules, 2016 and Manufacture, Storage & Import of Hazardous Chemical Rules, 1989 and provisions made thereunder, as amended from time to time, without any adverse effect on the environment, in any manner (As Applicable).
 - ii) The unit shall made provisions for the compliance Solid Waste Management Rules, 2016 and provisions made thereunder and unit shall also not practice burning activity of solid waste/waste generated from fuel within/outside premises, to avoid public nuisance.
5. This 'Renewal of Consent to Operate' is for:-
 - i) The emissions from all sources conforming to the norms as prescribed in Schedule-I of Environment (Protection) Rules, 1986 as amended from time to time.
 - ii) Noise and Ambient Air Quality shall be maintained within Ambient Air Quality Standards for noise as specified in Schedule-III of Environment (Protection) Rules, 1986 and Noise Pollution (Regulation and Control) Rules, 2000, as amended from time to time.
 - iii) The effluent (Domestic/Industrial) shall conform to the limits as prescribed in Schedule-I or Schedule-VI or Industry specific standards of Environment (Protection) Rules, 1986 as amended from time to time.
 - iv) Sewage and sullage generated from the unit to be disposed-off in a properly designed septic tank system/Sewage Treatment Plant/ Public Sewer System (as applicable).
6. The unit shall ensure regular operation and maintenance of Pollution Control Devices to achieve the norms as prescribed in Environment (Protection) Act, 1986 and the achievement of the adequacy and efficiency of the effluent treatment plant/pollution control devices recirculation system installed shall be the entire responsibility of the unit.
7. The unit shall ensure regular operation and maintenance of separate energy meter/flow meter for running pollution control devices and shall also maintain record with respect to operation of air pollution control device/effluent treatment plant, so as to satisfy the Board regarding the regular operation of air pollution control device/effluent treatment plant and shall maintain log book for the monthly reading / record.
8. **CONDITIONS UNDER WATER (PREVENTION & CONTROL OF POLLUTION) ACT, 1974.**
 - a) The unit shall maintain the record regarding the daily water consumption as per flow meter installed.
 - b) The unit shall ensure that terminal manhole(s) at the end of each collection system and a manhole upstream of final outlet (s) out of the premises of the industry for measurement of flow and for taking samples.

- c) The pollution control devices shall be interlocked with the manufacturing process of the industry (if applicable) and the authorized outlet and mode of disposal shall not be changed without the prior written permission of the Board. Unit shall not use any unauthorized out-let(s) for discharging effluents from its premises.
- d) Solids, sludge, filter backwash or other pollutant removed from or resulting from treatment or control of waste waters shall be disposed-off in scientific manner.

9. **CONDITIONS UNDER AIR (PREVENTION & CONTROL OF POLLUTION) ACT, 1981.**

- a) The unit shall ensure port-holes, platforms and/or other necessary facilities as may be required for collecting samples of emissions from any chimney, flue or duct or any other outlets as per the specifications.
 - b) The unit shall discharge air emissions through a stack of minimum height as specified in 'Consent to Establish' and shall follow standards laid down from time to time.
 - c) For industrial furnaces and kilns, the criteria for selection of stack height would be based on fuel used for the corresponding steam generation & as per specification.
 - d) Unit shall ensure Stack height for diesel generating sets as per specification.
 - e) The unit shall ensure regular operation and maintenance of installed canopy and stack of the D.G sets so as to control the noise & air pollution in order to comply with the provision of notification No GSR-371 E dated 17-5-2002 or direction as issued by MOEF from time to time, under Environment (Protection) Act, 1986.
 - f) The unit shall ensure disposal of boiler ash/fuel ash through authorized person or within premises in a scientific manner (as the case may be) and shall maintain proper record for the same, if applicable.
 - g) The unit shall ensure regular operation and maintenance of air pollution control arrangements for control emission from its coal/fuel handling area and from handling, transportation and processing of raw material & product of the industry.
10. The unit shall ensure valid and approved on-site and off-site emergency plan, approved by the Chief Inspector of Factories, Himachal Pradesh (If applicable).
 11. The unit shall ensure regular operation and maintenance of real time online monitoring equipment's and provisions for the un-interrupted transfer of data as per guidelines of CPCB (if applicable).
 12. The unit shall provide adequate arrangements for fighting the accidental leakages/ discharge of any air pollutant/gas/liquids from the vessels, mechanical equipment's etc. which are likely to cause environmental pollution.
 13. The unit shall plant & maintain minimum three layer of trees so far possible as per plantation guide (may be download from the website <http://hppcb.nic.in/plantationguide.pdf>) all along the boundary of the industrial premises and check air/water/noise pollution at source.
 14. Any guidelines issued by the Central Government/State Government/MoEF/CPCB/SPCB any other authority concerned, shall be binding.
 15. This 'Renewal of Consent to Operate' is subject to orders on any litigation pending in any Court of Law. Any direction/order issued by any court shall be binding (if any).
 16. The Board reserves the right to revoke the 'Renewal of Consent to Operate' granted to the industry at any time, in case the industry is found violating the provisions of Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981 as amended from time to time.
 17. The unit shall comply with any other conditions laid down or directions issued in due course by the Board under the provisions of the Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981.

B. OTHER CONDITIONS

1. The unit shall comply with the conditions imposed by the MoEF/State Level Environment Impact Assessment Authority/ District Level Environment Impact Assessment Authority in the environmental clearance granted to it as required under EIA notification dated 14-9-06, if applicable.

2. The issuance of this consent does not convey any property right in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Central, State or Local Laws or Regulations.
3. Stone Crusher units shall comply with the provisions of guidelines notified by the State Government vide Notification No. STE-E(3)-11/2012, dated 29-05-2014 (If Applicable).
4. Brick Kiln units shall comply with the provisions of guidelines notified by the MoEF vide Notification No. G.S.R.233.(E), dated-15-03-2018 and by the State Government vide Notification No. STE-E(5)-6/2013, dated-07-03-2014 (If Applicable).
5. Hydroelectric Projects shall install Online Real Time Monitoring System for the measurement of 15% of minimum discharge in lean season as per orders of Court/Government. The unit shall also ensure provisions for the regular and uninterrupted transfer of data from the real time online monitoring system for 15% of minimum discharge of flow to SPCB, failing which unit shall be liable for action on account of violation of the directions issued by Court/Government/SPCB in this regard (If Applicable).
6. Unit shall strictly adhere to the capacity approved by the Industries Department/ Department of Tourism & Civil Aviation/any other concerned Authority (As Applicable).
7. The unit shall not cause any nuisance/traffic hazard in vicinity of the area.
8. The unit shall ensure that there will not be significant visible dust emissions beyond the property line.
9. The unit shall obtain and submit Insurance cover as required under the Public Liability Insurance Act, 1991.
10. Unit shall submit all the annual/quarterly returns, as per timeline.
11. The industry shall submit a yearly certificate to the effect that no addition/up-gradation/modification/ modernization has been carried out during the previous year otherwise the industry shall apply for the varied consent.
12. The unit shall maintain record regarding the operation of effluent treatment plant i.e. record of quantity of chemicals and energy utilized for treatment and sludge generated from treatment so as to satisfy the Board regarding regular and proper operation of pollution control equipment.
13. Any amendments/revisions made by the Board/CPCB/MOEF in the emission/stack height standards shall be applicable to the industry from the date of such amendments/revisions.
14. The validity of this consent shall be coterminous with the life of the industry or the maximum period as mentioned in the certificate, whichever is earlier.

C. SPECIAL CONDITIONS

1. Unit shall ensure compliance to the notified guidelines of DEST.
2. Unit shall ensure compliance to notified guidelines of CPCB.



By Order
Member Secretary
(H. P. State Pollution Control Board)

**Approved By
Member Secretary
(H. P. State Pollution Control Board)**

Endst. No.:

Copy To:-

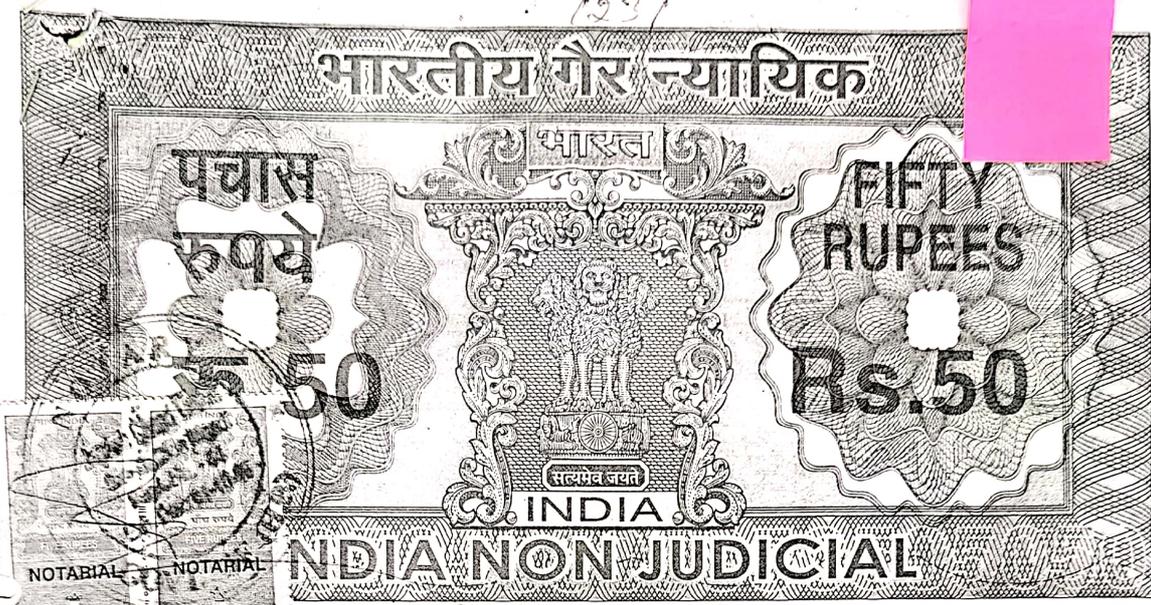
Regional Officer, HPSPCB, Mandi for information and shall ensure the operation of the unit as per consent and with adequate PCDs.



PARVEEN
CHANDER
GUPTA

**Dr. Parveen Chander Gupta
Member Secretary
For & on behalf of
(H. P. State Pollution Control Board)**





हिमाचल प्रदेश HIMACHAL PRADESH

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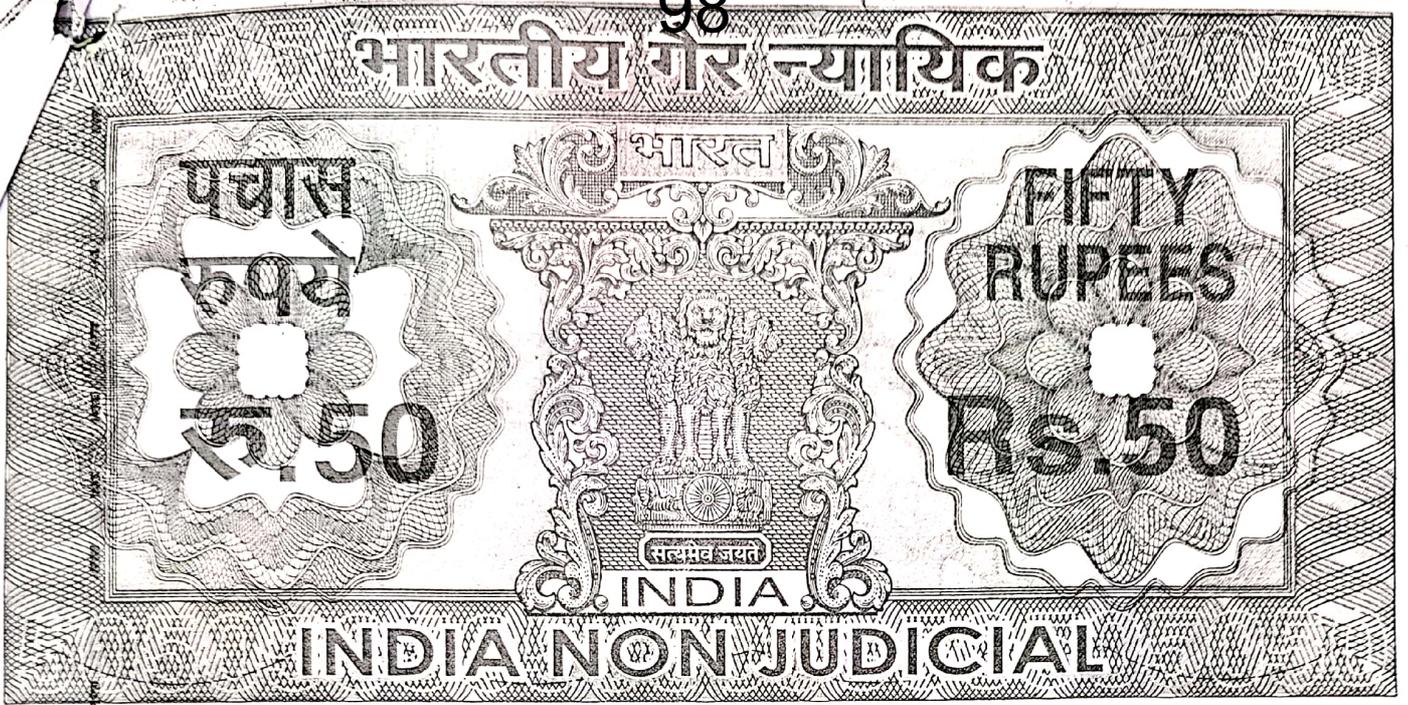
मुखात्यार नामा खास

मुखात्यार नामा खास अस्टाम सख्या 2 मुल्यता 150/- रुपया पर लिखित
 मै लछमो देवी पत्नि श्री चन् सिंह निवासी बायर तहसील सदर जिला
 मण्डी आयु 64 वर्ष को हूँ । जो कि मै मैठ महा लक्ष्मी स्टोन करैसर
 बायर को पेजो हूँ मै अपने कार्यालय मे अपने हर प्रकार के कागजात व
 विभाग मे आ जाकर अपने हस्ताक्षर न कर पा रही हूँ इस कारण मै अपनी
 ओर से अपने लड़के राजेश कुमार पुत्र श्री चन् सिंह निवासी वायर तहसील
 सदर जिला मण्डी के अपना मुखात्यार खास नियुक्त करती व लिखा देती
 हूँ कि मेरे नाम से जोस्टोकर करैस्ट वायर मे हैके वारा जिस भी विभाग
 मे मेरी गैर हाजरी मे जो भी कार्य करना प्रैडे को करे जो मुझे मान्य
 होगा तथा किसी भवे विभाग से जो भी लेन देन होगा को भी मेरी गैर
 हाजरी मे करे, किसी के साथ कोई प्रोग्राम करे, साराशा= रुप मे मेरे
 उक्त मुखात्यार खास को मेरी गैर हाजरी मे मेरे स्टोकरैसर के बारा
 उक्त कार्यों के अतिरिक्त अन्य कोई और कार्य करना पडे को को जो

राजेश कुमार देवी = 2 =

12/3/2018
 S. P. THAKUR
 NOTARY PUBLIC
 1 SPA/11/18

भारतीय गैर न्यायिक



हिमाचल प्रदेश HIMACHAL PRADESH

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मुझे मान्य व बाध्य होगा । अतः यह मुखात्यार नामा खास मैने अपनी स्थिर बुद्धि में साक्षीयो के समक्षनगर मण्डीके स्थान पर लिखा दिया कि प्रलेखा रहे सनय पर काम अबि । दिनांक 12/5/015

साक्षी *Jogendra*
श्री जोगीन्द्र सिंह
पुत्र श्री ठाकर सिंह
वासी बायरतहसील
सदर

हस्ताक्षर मुखात्यार दर्दिन्दी
लछमी देवी
Laxmi Devi

साक्षी *M. K.*
श्री दिनेश कुमार पुत्र
चन सिंह वासी
बायर तहसील सदर

हस्ताक्षर मुखात्यार गरीब

12/31/015 *(Signature)*

12/31/015

I have personally the document has signed in my presence

(Signature)

affirmation, statement made in this have been read over and certified to be correct/true and correct is understood the official of affirmation / statement in the case of making this of

(Signature)

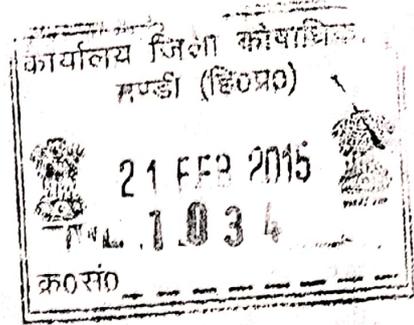
NOTIFIED

J. C. BHAKUR
ESTARY PUBLIC
BANKER (S. S.)

(Signature)

21480/11

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S.L.A.

Attached

3/5/15



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C.C. No. OP No 599/2025

FIR No.

U/S

P.S.

IN THE COURT OF Hon'ble National Green Tribunal Principal Bench New Delhi
Suit / Appeal No. _____ JURISDICTION OF 202

In re :-

Nedee Singh & others

Plaintiff(s) Or Petitioner(s)
Appellant(s) Or Complainant(s)

VERSUS

State of HP & others Defendant(s) / Respondent(s) / Accused

KNOW ALL to whom these presents shall come that I/ We Lachmi Devi w/o Chatter Singh
through SPA holder Rajesh Kumar S/O Chatter Singh R/o Vill Bages Dist Haridwar

The above named Respondent No-4 do hereby appoint

Sh Prantap Sharma & Bhupadi Thakur Advocates.

(herein after called the advocate/s to be my/our Advocate in the above-noted case authorize him:-

To act, appear and plead in the above-noted case in this court or in any other court in which the same may be tried or heard and also in the appellate court including High 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 case 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 or opposite party.

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings on paying separate fee.

To deposit, draw and receive money, cheques, case and grant receipts hereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution on the said case.



To appoint and instruct any other Legal Practitioner authorizing him to exercise the power conferred upon the Advocate whenever 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 facts, as if done by me/us to all intents and purpose.

And I/We undertake that I/ We or my/our duly authorised agent would appear in court and 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 of his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the court shall be of the Advocate which he shall receive and retain for himself.

And I/We 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 up. The fee settle is only for the above case and above Court. I/We hereby agree that once the fee is paid, I/We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us

IN WITNESS WHERE OF I/We do hereunto set my/our hand to these presents the contents of which have

been understood by me/us on this 04 day of 02 2025

Accepted subject to the terms of the fees

Bhupadi
Advocate
HIM/500/2022
Prantap Sharma
HIM/42/2011

Client Rajash Client
I Identify the Signature/Thumb Impression of the Below Mentioned Person,
Bhupadi Who Has been Signed in my presence. The Client.