

NARAINA S. QUIRTONIM

MINE OWNER

Date: 31/10/2022

To,

The Deputy Conservator of Forests
South Goa Division
Margao - Goa

Sir,

31/10/2022
Dispatch Clerk
Office of the Dy. Conservator of Forests
South Goa Division
Margao - Goa

Sub: **Our Online proposal No. FP/GA/MIN/153/183/2022,** for diversion of 72.08 Hectares (70.20 Hectares **for mining** + 1.88 Hectares **for Approach Road**) of forest land for non-forestry purpose in respect of the Mining Lease at **Ref-1 below.**

- Ref:**
- 1) Mining Lease bearing No. 3/FeMn/79 ("**Said ML**") in respect of the "**Zambliadga Dongor**" Iron & Manganese ore mine, situated at village Caurem, Quepem Taluka in South Goa District, Goa, granted to Naraina Sinai Quirtonim.
 - 2) Project Proposal No. FP/GA/MIN/153183/2022 dated 5/3/2022 and re-submitted online on 24.5.2022 on PARIVESH portal ("**Said FCA Proposal**").
 - 3) Letter from the Dy. Conservator of Forest, dated 17/10/2022 bearing No. 6 / FCA-85 / ML-3 / FeMn79 / DCFS / TECH / 2022-23 / 1779.
 - 4) Letter from the Principal Conservator of Forest, dated 10/10/2022 bearing No. 6-13(216)-2022-23/FD/3007.
 - 5) Letter from the MoEFCC (Forest Conservation Division), dated 30/09/2022 bearing File No. 8-26/2022-FC.

1. We are in receipt of your above letter dated 17/10/2022 at Ref-3 above and have noted its contents.
2. As required by the MoEFCC in its letter dated 30/09/2022 at Ref-5 above, please find below the following information / clarifications /

PZC



Dispatch
Office of
South
Margao - Goa
of Forests

documents, which we are in a position to furnish/submit as Project Proponent:

<u>Sr.</u>	<u>Shortcoming / Query</u>
i.	Cost Benefit Analysis Report not signed by the concerned DFO.
<p>REPLY:</p> <ul style="list-style-type: none"> The Cost Benefit Analysis report was already submitted as Annexure 9 to the Said FCA Proposal. An additional copy of the Cost Benefit Analysis report is hereby submitted as Annexure "A". This may kindly be signed by the concerned DFO and submitted to the MoEFCC. 	
iii.	Details of the Safety Zone as per Para 7.9 of the Comprehensive Guidelines issued by the MoEFCC in 2019, to be shown.
<p>REPLY:</p> <ul style="list-style-type: none"> The 7.5 Meters wide Safety Zone is already indicated in green colour in the Land Use Plan at Annexure 24 to the Said FCA Proposal and referred to accordingly in the Index appearing at the foot of that plan. The 7.5 Meters wide Safety Zone is also shown in Plate No. 9 (Conceptual Plan) annexed to the Review and Updation of Mining Plan approved by the Indian Bureau of Mines ("IBM") vide Approval no. RMP/MECH-65/GOA/2021-22, dated 14/03/2022 ("Approved Mining Plan"), which has been submitted along with the Said FCA as Annexure 13. 	
iv.	Proposed approach road to be shown as a polygon feature, instead of as a line feature.
<p>REPLY:</p> <ul style="list-style-type: none"> A pen drive containing the KML file of proposed approach road to the Said M. L. in the form of polygon feature is enclosed herewith as Annexure "B-1". Hard copy depicting the same is also enclosed herewith as Annexure "B-2". 	

P2C



<u>Sr.</u>	<u>Shortcoming Query</u>
vi.	The DFO in SIR mentioned that the lease area is fully proposed for diversion as per existing FCA rules and guidelines. However, as per the mining plan approved by competent authority 28.30 Hectares is proposed to be used for 5 years i.e. till 2026 - 27. The plan w.r.t. to remaining land is not clear.

REPLY:

- The Approved Mining Plan is, presently, for the period 2022-2023 to 2026-2027 ("**Initial 5-year Period**").
- However, the tenure of the Said ML is till 2029, i.e. for two years after the Initial 5-year Period, viz. 2027-2028 and 2028-2029 ("**Balance Period**").
- It is true that during the **Initial 5-year Period**, the total proposed area of the Said ML which shall be put to use is **28.30 Hectares.**, details of which are given in Chapter 7 ("**FINANCIAL ASSURANCE / PERFORMANCE SURETY (AREA PUT TO USE)**") at Pgs. 85, 86 and 87 of the Approved Mining Plan.
- However, Rule 12(4) of MCDR-2017 mandates the mining lessee to carry out detailed exploration (G1 level) **over the entire potentially mineralized area under the Mining Lease**. For ready reference, relevant portion of Rule 12(4) is reproduced herein below:

*"In case of existing mining leases, **detailed exploration (G1 level) over the entire potentially mineralized area under the Mining Lease shall be carried out**"*

- An identical requirement is mandated in Para 7.3(ii) of Chapter 7 ("**Mining Projects**") of the Guidelines & Clarifications under the Forest (Conservation) Act and Forest Conservation Rule, 2003, which requires that **no mining shall be allowed till approval under Section 2(iii) of the Forest Conservation Act is obtained for the entire forest land falling in such mining lease**. For ready reference, relevant portion of Para 7.3(ii) is reproduced herein below

*"In case of existing mining leases having forest land in part or in full for which mining lease has already been executed at least once before 1st April, 2015 but approval under the FC Act for even a part of forest land falling in such mining leases has not been obtained **no mining shall be allowed in such mining leases after 31.03.2017 till approval under Section 2(iii) of the FC Act for the entire forest land falling in such mining lease is obtained ...**"*



P2C

- Thus, as mandated under the aforesaid Rule 12(4) of MCDR-2017, we have proposed to undertake exploration and geological mapping over **70.20 Hectares**, i.e. over almost the entire potentially mineralized area of the Said ML. This is evident from:
 - The last column of the table in **Para 2.2.6.1** ("*Future Exploration Proposal*") at **Pg. 44** of the Approved Mining Plan, which shows that during the Initial 5-year Period itself, geological mapping shall be undertaken over **70.20 Hectares**, i.e. over almost the entire potentially mineralized area of the Said ML.
 - The **Surface Geological Plan** which is **Plate 3** to the Approved Mining Plan shows the location of the proposed bore holes and trenches, even beyond the present ultimate pit limit. This indicates that bore-holing and trenching, i.e. exploration, shall be undertaken over almost the entire area of the Said M. L..
- ***Consequently, since exploration and geological mapping shall be undertaken over almost the entire area of the Said M. L. (as mandated by Rule 12(4) of MCDR-2017), approval has been sought for diversion of entire area of the Said ML for non-forestry purpose (as mandated by Para 7.3(ii) of Chapter 7 of the Guidelines & Clarifications).***
- ***If the future exploration and geological mapping indicates presence of mineable iron ore, then we shall be applying to the IBM for modification of the Approved Mining Plan to undertake mining even beyond the 28.30 Hectares (proposed for the Initial 5-year Period) and upon and subject to receiving such approval from IBM, we shall be undertaking mining in the Balance Period, even beyond the area of 28.30 Hectares***

<u>Sr.</u>	<u>Shortcoming Query</u>
viii.	Said M.L. granted in 1979 till 1999 was extended to 2029. Details of the activities carried out by the User Agency in the intervening period be submitted.

RESPONSE:

- Details of activities carried out by User Agency in the intervening period along with requisite approvals and documents related to compliance related to FCA and other acts and rules are enclosed as as **Annexure "C"**.



P 20

3. We trust that the aforesaid information/clarifications/documents completely addresses the requirements of the MoEFCC Letter dated 30/09/2022 at Ref-5 above. However, do let us know if any further information/clarifications/documents are required.
4. Insofar as other information/clarifications/documents required by the MoEFCC Letter dated 30/09/2022 at Ref-5 above, viz. Queries Nos. (ii), (v) and (vii), we trust that your Office will answer them. For such purpose, if you require any further information/clarifications/documents from us, do let us know.

 Cano

Date: 31/10/2022

Place: Margao, Goa

**Pradnya Zoivant Poi Cano alias
Pradnya Zoivant Pai Cano**

For Self and on behalf of all other heirs
of Late Shri. Naraina Sinai Quirtonim
as their duly Constituted Attorney



NARAINA S. QUIRTONIM

MINE OWNER

COST BENEFIT ANALYSIS**Project Title:**

Zamblidadga Dongor Iron and Manganese Ore Mine (M.L. No. 3/FeMn/79)

Cost-Benefit Analysis (CBA) in respect of the proposal of diversion of 70.20ha of forest land for mining of Iron and Manganese Ore from Zamblidadga Dongor Iron and Manganese ore Mine bearing M.L. No. 3/FeMn/79, and approach road (existing) to Mining Lease area admeasuring 1.88 Ha. is required for the project. Total forest land proposed for diversion for the project is 72.08 Ha., located in Caurem Village of Quepem Taluka, South Goa District, Goa, belonging to Late Shri. Naraina Sinai Quirtonim, represented by Mrs. Pradnya Zoivant Poi Cano alias Pradnya Zoivant Pai Cano for self and on behalf of all other heirs as their duly Constituted Attorney.

CBA is made as per guidelines in the Handbook of FCA, 1980 and Forest Conservation Rules, 2003, Government of India, 2019.

Table B: Estimation of cost of forest diversion

S. No.	Parameters	Remarks								
1	Ecosystem services losses due to proposed forest diversion.	NPV of the forest land within the mining lease and approach road is calculated as under:								
		<table border="1"> <thead> <tr> <th>Particulars</th> <th>Estimated Cost</th> </tr> </thead> <tbody> <tr> <td>Forest land area in ML (in Ha.)</td> <td>70.2</td> </tr> <tr> <td>Forest land area for approach road (existing) (in Ha.)</td> <td>1.88</td> </tr> <tr> <td>Total Forest land area (in Ha.)</td> <td>72.08</td> </tr> </tbody> </table>	Particulars	Estimated Cost	Forest land area in ML (in Ha.)	70.2	Forest land area for approach road (existing) (in Ha.)	1.88	Total Forest land area (in Ha.)	72.08
Particulars	Estimated Cost									
Forest land area in ML (in Ha.)	70.2									
Forest land area for approach road (existing) (in Ha.)	1.88									
Total Forest land area (in Ha.)	72.08									



		Average NPV rate/Ha. (in ₹ Lakhs)	14.37
		NPV for the Forest land in ML (in ₹ Lakhs) (72.08 Ha. x 14.37 Lakhs)	1035.78
		Total Estimated Cost (A) (in ₹ Lakhs)	<u>1035.78</u>
2	Loss of animal husbandry productivity, including loss of fodder.	Particulars	Estimated Cost
		Forest land area in ML (in Ha.)	70.2
		Existing approach road (in Ha.)	1.88
		Total Forest land area (in Ha.)	72.08
		Average NPV rate/Ha. (in ₹ Lakhs)	14.37
		NPV Rate (in ₹ Lakhs)	1035.78
		10% of NPV (1035.78 x 10)/100 (in ₹ Lakhs)	103.57
		Total Estimated Cost (B) (in ₹ Lakhs)	<u>103.57</u>
3	Cost of human resettlement.	Nil	
		There is no human settlement within the mining lease area	
4	Loss of public facilities and administrative infrastructure (Roads, building, schools, dispensaries, electric lines, railways, etc.) on forest land, which would require forest land if these facilities were diverted due to the project.	Nil	
		There are no public facilities within the mining lease area	



5	Possession value of forest land diverted <i>(30% of environmental costs (NPV) due to loss of forests or circle rate of adjoining area in the district should be added as a cost component as possession value of forest land whichever is maximum)</i>	Particulars	Estimated Cost
		30% of environmental costs (NPV) 1035.78 x 30% (in ₹ Lakhs) (a)	310.73
		Cost as per Circle rate (720800 x ₹ 240/- per sq.m.) (in ₹ Lakhs) (b)	1729.9
		Total Estimated Cost (C) (in ₹ Lakhs)	<u>1729.9</u>
6	Cost of suffering to oustees.	Nil	
		There are no oustees from the mining lease area	
7	Habitat Fragmentation Cost.	Particulars	Estimated Cost
		Forest land area in ML (in Ha.)	70.2
		Existing approach road (in Ha.)	1.88
		Total Forest land area (in Ha.)	72.08
		Average NPV rate / Ha. (in ₹ Lakhs)	14.37
		NPV Rate (in ₹ Lakhs)	1035.78
		50% of NPV (1035.78 x 50)/ 100 (in ₹ Lakhs)	517.5
		Total Estimated Cost (D) (in ₹ Lakhs)	<u>517.5</u>
		8	Compensatory Afforestation and soil & moisture conservation cost.
Forest land area in ML (in Ha.)	70.2		
Existing approach road (in Ha.)	1.88		
Total Forest land area (in Ha.)	72.08		



P2C

		Forest Land for CA (72.08 Ha x 2) (in Ha.)	144.16
		Estimated CA rate / ha (in ₹ Lakhs)	5
		CA for Forest land in ML (in ₹ Lakhs)	720.8
		Total Estimated Cost (E) (in ₹ Lakhs)	720.8
	Total Estimated Cost (A+B+C+D+E) (in ₹ Lakhs & Crores)		4107.55
			Rs.41.07 Cr

Table C: Existing guidelines for estimating benefits of forest-diversion in CBA

S. No.	Parameters	Remarks	
		Particulars	Estimated Amount (in ₹)
1	Increase in productively attribute to the specific project.	Iron Ore Production (in Million tonnes)	3.5
		Average Grade (% Fe)	<55
		IBM Average Sale Price per tonne of Iron Ore (<55%) (in ₹)	1263
		Total Estimated Price of the Iron Ore (in ₹ Crores) (A)	442
2	Benefits to economy due to the specific project.	Revenue generation to local trucks (in ₹ Crores)	131.25
		Statutory Payments	
		Royalty (15% of ASP) (in ₹ Crores)	66.31

P2C



		DMF (30% of Royalty) (in ₹ Crore)	19.89
		NMET (2% of Royalty) (in ₹ Crores)	1.33
		GIOPF (10% ASP) (in ₹ Crores)	44.21
		Estimated Total (in ₹ Crores) (B)	<u>262.98</u>
3	No. of population benefited due to specific project.	About 1000 (From Mine to Jetty)	
4	Economic benefits due to of direct and indirect employment due to the project.	(i) Estimated Economic benefit through Direct Employment of 52 people (in ₹ Crores)	10.92
		(ii) Estimated Economic benefit through Indirect Employment of 200 people (in ₹ Crores)	33.60
		Estimated Total (i+ii) (in ₹ Crores) (C)	<u>44.52</u>
		Total no. of beneficiaries will be about 1000 people.	
5	Economic benefits due to Compensatory afforestation.	Particulars	Estimated Amount
		Forest land area in ML (in Ha.)	70.2
		Existing approach road (in Ha.)	1.88
		Total Forest land area (in Ha.)	72.08
		Forest Land for CA (72.08 Ha x 2) (in Ha.)	144.16

p2c



	Economic Benefit of CA Rs.0.88 Lakh / Ha (in Crore)	1.27
	Estimated Total (D)	<u>1.27</u>
	Total Estimated Benefits (A+B+C+D) (in ₹ Crores)	<u>750.77</u>
	Cost Benefit Ratio	1:19

Date: 04/03/2022

Place: Margao, Goa

P. Cano

**Pradnya Zoivant Poi Cano alias
Pradnya Zoivant Pai Cano**

For Self and on behalf of all other
heirs of Late Shri. Naraina Sinai
Quirtonim as their duly
Constituted Attorney



ZAMBLIDADGA DONGOR IRON AND MANGANESE ORE MINE, M.L. NO. 3/FeMn/79

Legend

- APPROACH ROAD TO MINING LEASE
- BOUNDARY PILLARS
- MINING LEASE BOUNDARY



NARAINA S. QUIRTONIM

MINE OWNER

ANNEXURE "C"

**QUERY/CLARIFICATION NO. VIII IN LETTER FROM THE MOEFCC
(FOREST CONSERVATION DIVISION), DATED 30/09/2022 BEARING
FILE NO. 8-26/2022-FC**

**(Activities carried out by user agency in the intervening period along
with the requisite approvals and documents related to compliance
related to FCA and other acts and rules)**

1. Mining Lease of "Zamblidadga Dongor" Iron & Manganese ore mine (M.L. No. 3/FeMn/79) was granted to the Lessee Shri Naraina Sinai Quirtonim ("**Said M. L.**") on 28.6.1979 and Lease Deed was executed on 13.12.1979. Copy of Mining Lease Deed dated 13.12.1979 is enclosed herewith as **Exhibit-1**.
2. The Said M. L. was operated manually for production of Manganese during the period 1985 to 2005. Copy of the production details are enclosed herewith as **Exhibit-2**.
3. In 1988, the Lessee had initiated the process of filing applications for renewal of the Said M. L. and for obtaining permissions under FCA and Environmental Clearance.
4. Due to the inordinate delay in obtaining the necessary clearances to operate the mine, viz. permissions required under FCA and also Environmental Clearance, the Lessee intimated temporary discontinuance of the mining operations in the Said M. L. to the relevant Authorities such as Indian Bureau of Mines and Directorate of Mines vide letter dated 2.8.2006. A copy of the notice of temporary discontinuance dated 2.8.2006 is enclosed herewith as **Exhibit-3**.



5. **The Said M. L. is not in operation since the year 2006 till date.**
6. The Forest (Conservation) Act, 1980 (FCA) was notified on 25.10.1980, i.e. after the grant of the Said M. L. As per the Supreme Court judgement dated 7.5.1985, in Civil Appeal No. 2349 of 1984 (referred to in the Hand book of FCA, Guidelines and Clarifications, MoEFCC (May, 2004)), mining leases granted prior to the commencement of FCA will not need to obtain prior approval of the Central Government under Section 2 of FCA. Relevant portion of the Forest Handbook 2004 is enclosed herewith as **Exhibit-4.**
7. The MMDR Act 1957 was amended with effect from 12.1.2015. By the 2015 Amendment, *inter-alia*, Section 8A was inserted in the MMDR Act, 1957, governing the period of grant of Mining Lease for minerals other than Coal, Lignite and Atomic minerals and entitled the Said M.L. to a 50-year tenure, i.e. till 13.12.2029, in terms of Section 8A(3).
8. However, the Government of Goa recognizing the 50-year tenure of the Said M. L., for a considerable time. Consequently, there was uncertainty whether the Said M. L. was subsisting / continuing.
9. A representation was accordingly filed with the Directorate of Mines and Geology, Government of Goa on 8.6.2021 for issuance of the necessary Extension Order granting the 50-year term for the mining lease.
10. Vide its Order no. 96/51/99-Mines/1840 dated 4.1.2022, the State Government passed an Order under Section 8A(3) read with Section 8A(6), MMRD Act, 1957 and granted extension of the Said M. L. till 12.12.2029. Copy of the Order dated 4.1.2022 is enclosed herewith as **Exhibit-5.**
11. Subsequently, Supplementary Lease Deed was executed on 16.2.2022. Copy of Supplementary Mining Lease Deed is enclosed herewith as **Exhibit-6.**



12. As regards the approval of Mining Plan, the facts are as under:

- a) Mining Plan for period 1996-97 to 1998-99 came to be approved by Indian Bureau of Mines vide letter no. MP/MAN-283/GOA/97-98 dated 16.3.1998.
- b) Thereafter, Scheme of Mining Plan for the period 2002-03 to 2006-07 came to be approved by Indian Bureau of Mines vide letter no. MSH/MAN-76/GOA/2003-04 dated 10.7.2003.
- c) Further, Scheme of Mining for a period from 2002-03 to 2006-07, came to be approved by Indian Bureau of Mines vide letter no. MSH/MAN-76/GOA/2003-04 Vol. I dated 22.6.2007.
- d) Successive Schemes of Mining from 2007-08 to 2011-12 and from 2012-13 to 2016-17 came to be approved by the Indian Bureau of Mines vide letters nos. MS/SG/GOA/FeMn-46-SZ/815 dated 4.5.2010 and MS/SG/GOA/FeMn-65-SZ dated 5.12.-2012, respectively.
- e) The latest Review and Updation of Mining Plan for a period 2022-23 to 2026-27 has been approved by the Indian Bureau of Mines vide letter no. RMP/MECH-65/GOA/2021-22, dated 14.3.2022.

Copies of all the Mining Plan Approval letters stated 10(a) to 10(e) are enclosed herewith as **Exhibit-7 colly**.

13. We as the User Agency have filed an Application under Section 2(ii) of FCA, 1980, vide proposal bearing no. FP/GA/MIN/153183/2022 dated 05/03/2022.



14. We have also filed an Application on 07/03/2022 with the Goa State Environmental Impact Assessment Authority for the grant of Terms of Reference (TOR) for obtaining Environmental Clearance. TOR has been granted to the user Agency vide No. GA/ToR/044/2022/204 dated 31.3.2022. Copy of TOR has been enclosed herewith as **Exhibit-8**.

 Cano

Date: 31/10/2022
Place: Margao, Goa

**Pradnya Zoivant Poi Cano alias
Pradnya Zoivant Pai Cano**

For Self and on behalf of all other heirs
of Late Shri. Naraina Sinai Quirtonim
as their duly Constituted Attorney



GOVERNMENT OF GOA, DAMAN AND DIU

MINING LEASE

Registered No. 3/F.110/79
Name of Lessee/s Shri Naraina Simpa S. D. S.
Date of Grant 24.6.79
Period 20 years



APR 20. 201
presented at ...
in Registrar of Quepem
between the ... 11.45 hrs
at 12.15 on 4.7.80.

fine of Rs 187.50
paid under N°-24
at 4.7.80

to Narain ...
Sri ...
Debelts
14/7/80

includes fees for
Registration 15.00
service ... 2.00
Total 17.00

Debelts
Sub-Registrar 4/7/8



P2C

FORM K
FORM OF MINING LEASE

(See rule 31)

THIS INDENTURE made this 13th day of December 1971,
between the Governor of Goa /the President of India
(hereafter referred to as the 'State Government' which expression shall where the context so

admits be deemed to include the successors and assigns) of the one part and Sri. Narayan

Govindaraj, Son of Sri. Narayan Govindaraj, P.B. No. 284, Margao
Goa (Name of person with address
and occupation) (hereinafter referred to as "the

lessee" which expression shall where the con-
text so admits be deemed to include his heirs,
executors, administrators, representatives and permitted assigns).

..... (Name of person with address
and occupation) and

..... (Name of person with address and occupation)
(hereinafter referred to as the lessees which
expression shall where the context so admits
be deemed to include their respective heirs,
executors, administrators, representatives and their permitted assigns).

..... (Name and address of partner),
son of of
son of of

..... son of
.....
of

all carrying on business in partnership under
the firm name and style of (name of the firm)
registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered
office at (hereinafter referred to as the 'the
licensees' which expression where the context so admits be deemed to include all the said
partners, their respective heirs, executors, legal representatives and permitted assigns).

..... (name of the company) a com-
pany registered under

When the lessee is a registered company. (Act under which incorpo-
rated) and having its registered office at

..... (Address) (herein-
after referred to as the lessee which expression shall where the context so admits be deemed
to include its successors and permitted assigns) of the other part.

WHEREAS the lessee/lessees has/have applied to the State Government in accordance
with the Mineral Concession Rules, 1960 (hereinafter referred to as the said Rules) for a
mining lease for iron ore in respect of the lands described
in Part I of the Schedule hereunder written and has/have deposited with the State Government
the sum of Rs. 1000/- (one thousand) as security and the sum of Rs. 500/-



P2C

represented by Shri Satish Chandra, Secretary, Department of Industries and Labour, Government of Goa, Daman and Diu, Secretariat, Panaji.



P2C

is in possession of a valid certificate of approval and Income-tax Clearance Certificate (and WHEREAS the Central Government has approved the grant of the lease). †

WITNESSETH that in consideration of the rents and royalties covenants and agreements by and in these presents and the schedule hereunder written reserved and contained and on the part of the lessee/lessees to be paid, observed and performed, the State Government (with the approval of the Central Government) † hereby grants and demises unto lessee/lessees. All those mines/beds/veins seams of ~~iron ore~~ ~~iron ore~~ (her state the mineral or minerals) (hereinafter and in the schedule referred to as the said minerals) situated lying and being in or under the lands which are referred to in Part I of the said schedule, together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith which are mentioned in Part II of the said Schedule subject to the restriction and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demises unto the State Government the liberties, powers and privileges mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessee/lessees from the 13th day December, 1977 for the term of 20 years thence next ensuing YIELDING AND PAYING therefore unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee/lessees hereby covenants/covenant with the State Government as in Part VII of the said Schedule is expressed and the State Government hereby covenants with the lessee/lessees as in Part VIII of the said Schedule as expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

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

The Schedule above referred to

PART I

The Area of the lease

Location and area of the lease

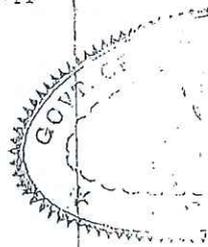
All that tract of lands situated at Sanjivani Village (Description of area or areas) Sanjivani in (Pargan) in Sanjivani Taluk the Registration District of Goa Sub-District Sanjivani and Thana Sanjivani bearing Cadastral Survey Nos. 7028 containing an area of 7028 Ha. or thereabouts delineated on the plan hereto annexed and thereon coloured 5 and bounded as follows:

- On the North by Concession held by Mohamed Boac.
 - On the South by property under survey No. 19.
 - On the East by and
 - On the West by property under survey No. 19
- hereinafter referred to as "the said lands".

PART II

Liberties, Powers and Privileges to be exercised and enjoyed by the Lessee/Lessees subject to the restriction and conditions in Part III
To enter upon land and search for win work etc.

1. Liberty and power at all times during the term hereby demised to enter upto the said land and to search for mine bore dig drill for win work dress process convert carry away



P2C

To sink drive and make pits shafts and inclines etc.

2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink drive make maintain and use in the said lands any pits shafts inclines drifts levels waterways and other works (and to use maintain deepen or extent any existing works of the like nature in the said lands).

To bring to use machinery equipment etc.

3. Liberty and power for or in connection with any of the purposes mentioned in this part to erect construct maintain and use on or under the said lands any engines machinery plant dressing floors furnaces coke ovens brick-kilns workshops store-houses bungalows godowns sheds and other buildings and other works and convenience of the like nature on or under the said lands.

To make roads and ways etc. and use existing roads and ways.

4. Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads, aircraft landing grounds and other ways in or over the said lands and to use maintain and go, and repass with or without horses cattle wagons aircrafts locomotives or other vehicles over the same (or any existing tramways, railways, roads and other ways in or over the said lands) on such conditions as may be agreed to.

To get building and road materials, etc.

5. Liberty and power for or in connection with any of the purposes mentioned in this part to quarry and get stone gravel and other building and road materials and clay and to use and employ the same to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such material bricks or tiles.

To use water from streams etc.

6. Liberty and power for or in connection with any of the purposes mentioned in this part but subject to the rights of any existing or future lessees and with the written permission of Deputy Commissioner/Collector to appropriate and use water from any streams, water-courses, springs or other sources in or upon the said lands and to divert step up or dam any such stream or water course and collect or impound any such water and to make, construct and maintain any water-course, culverts, drains or reservoirs but not so as to deprive any cultivated lands, villages buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or springs. Provided that the lessee/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.

To use land for stacking, heaping depositing purposes.

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

Beneficiation and conveying away of production.

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

To make coke. (To be used in case of coal only).

(b) Liberty and power upon the said lands to convert into coke any coal dust produced from the said lands and to carry away such coke.

To clear brushwood and to fell and utilise trees, etc.

9. Liberty and power for or in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as provided in clause 3 of Part III



P2C

timber standing or found on the said lands provided that the State Government may ask the lessee/lessees to pay for any trees or timber felled and utilised, by him/them at the rates specified by the Deputy Commissioner/Collector or the State Government.

PART III

Restrictions and conditions as to the exercise of the Liberties, Powers and Privileges in Part II

No building etc. upon certain places.

1. No building or thing shall be erected set up or placed and no surface operations shall be carried on in or upon any public pleasure ground burning or burial ground or place held sacred by any class of persons or any house or village site public road or other place which the State Government may determine as public ground nor in such a manner as to injure or prejudicially effect any buildings works property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the State Government for work or purposes not included in this lease. The lessee/lessees shall not also interfere with any right of way, well or tank.

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

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

To cut trees in unreserved lands.

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

To enter upon reserved forests.

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

No mining operation within 50 metres of public works etc.

5. The lessee/lessees shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 50 metres from any railway line except with the previous written permission of the Railway Administration concerned or from any reservoir, canal or other public works such as public roads and buildings or inhabited places except with the previous written permission of the Deputy Commissioner/Collector or any other Officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 metres shall be measured in the case of railway reservoir or canal horizontally from the outer toe of the bank or the outer edge of the embankment.



P2C

I
O
N
H

or under or beneath any ropeway or any ropeway trustee or station
except and in accordance with the written permission of the
authority owning the ropeway.

N.S.P.



permission of the Deputy Commissioner/Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission.

Explanation.—For the purposes of this clause the expression 'Railway Administration' shall have the same meaning as it is defined to have in the Indian Railway Act, 1890 by Section 3 or sub-section (4) of that Act. 'Public Road' shall mean road which has been constructed by artificially surfaced as distinct from a track resulting from repeated use. Village road will include any track shown in the Revenue record as village road.

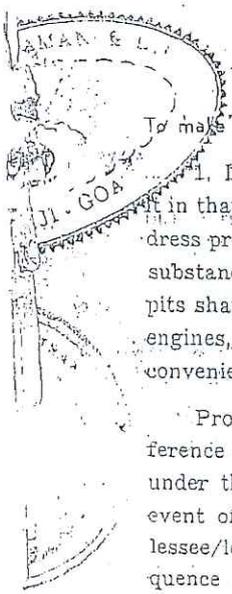
Facilities for adjoining Government licenses and leases.

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

Provided that no substantial hindrance or interference shall be caused by such holders of licences or leases to the operations of the lessee/lessees under these presents and fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reason of the exercise of this liberty.

PART IV

Liberties, Power and Privileges reserved to the State Government



To make other minerals.

1. Liberty and power for the State Government or to any lessee or persons authorised by it in that behalf to enter into and upon the said lands and to search for win work dig get raise dress process convert and carry away minerals other than the said minerals and any other substances and for those purposes to sink, drive, make, erect, construct, maintain and use such pits shafts inclines drifts levels and other lines, waterways, water courses, drains, reservoir, engines, machinery, plant buildings, canals, tramways, railways, roadways and other works and conveniences as may be deemed necessary or convenient.

Provided that in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee/lessees under these presents and that fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reason or in consequence of the exercise of such liberty and power.

To make railway and roads.

2. Liberty and power for the State Government or any lessee or person authorised by it in that behalf to enter into and upon the said lands and to make upon over or through the same any railways, tramways, roadways or pipelines for any purpose other than those mentioned in Part III of these presents and to get from the said lands stones gravel earth and other materials for making, maintaining and repairing such railways tramways and roads or any existing railways and to go and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, locomotives or other vehicles over or along any such railways, tramways, roads, lines and other ways for all purposes and as occasion may require, provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee/lessees under these presents and that fair compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government



PART V

Rents and Royalties reserved by this lease

To pay dead rent or royalty whichever is greater.

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

Provided that the lessee shall be liable to pay the dead rent or royalty in respect of each mineral whichever is higher in amount but not both.

Rate and mode of payment of dead rent.

2. Subject to the provision of clause 1 of this Part, during the subsistence of the lease, the lessee/lessees shall pay to the State Government annual dead rent at the following rate/rates or at such revised rate/rates which may be communicated in writing to the lessee/lessees by the State Government per mineral per hectare of the lands demised and described of this Schedule: -

Name of mineral	Dead rent fixed per hectare	Area of demised land	Dead rent payable	Total dead rent payable in a year
Iron and manganese	Rs. 12-50	70.28 Hrs	Rs. 878-50	Rs. 878-50
1st year	Rs. 25-00		Rs. 1757-00	Rs. 1757-00
2nd to 10th year	Rs. 37-50		Rs. 2635-50	Rs. 2635-50
11th year onwards				

Here insert the manner in which and the time at which the dead rent, surface rent and rate should be paid, *annually as may be prescribed by the State Govt.* and mode of payment of royalty.

Subject to the provision of clause I of this Part, the lessee/lessees shall during the subsistence of this lease pay to the State Government at such times and in such manner as the State Government may prescribe royalty in respect of any mineral/minerals removed by him/them from the leased area at the rate for the time being specified in the Second Schedule to the Mines and Minerals (Regulation and Development) Act, 1957.

Payment of surface rent and water rate.

4. The lessee/lessees shall pay rent and water rate to the State Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents at the rate of Rs. and Rs. respectively per annum per hectare of the area so occupied or used and so in proportion for any area less than an hectare during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall as far as possible restore the surface land so used to its original condition. Surface rent and water rate shall be paid as hereinbefore detailed in clause 2 PROVIDED THAT NO such rent/water rate shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right of access.

PART VI

Provisions relating to the rents and royalties

Rent and Royalties to be free from deduction, etc.

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



P2C

the
rat
les:

In Schedule I, in Form K, in Part V, for clauses 1 and 2, the following clauses shall be substituted, namely:-

1. The lessee shall pay for every year except for the first year of the lease dead rent as specified in Clause 2 of this Part; Provided that, where the holder of such mining lease becomes liable under Section 9 of the Act, to pay royalty for any mineral removed or consumed by him or by his Agent, Manager, employee, contractor or sub-lessee from the leased area, he shall be liable to pay either such royalty or the dead rent in respect of that area, whichever is higher;
2. Subject to the provision of Clause 1 of the Part, during the subsistence of the lease, the lessor/lessors shall pay to the State Government annual dead rent for the land demised and described in Part I of this Schedule at the rate for the time being specified in the Third Schedule to the Act in such manner as may be specified in this behalf by the State Government



7
agreed that Rs. 1,000/- the balance standing to the credit of the lessee/lessees on account of the deposit made by him/them as a licensee/licensees over an area which included the said lands shall be retained and accepted by the State Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

Mode of computation of royalty.

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

Here specify the mode of arriving at sale price/ prices at pits mouth of mineral/minerals.

Course of action if rents and royalties are not paid in time.

3. Should any rent, royalty or other sums due to the State Government under the terms and conditions of these presents be not paid by the lessee/lessees within the prescribed time, the same may be recovered on a certificate of such officer as may be specified by the State Government by general or special order, in the same manner as an arrear of land revenue.

PART VII

The Covenants of the lessee/lessees

Lessee to pay rents and royalties, taxes, etc.

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

To maintain and keep boundary marks in good order.

2. The lessee/lessees shall at his/their own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identification.

To commence operation within a year and work in a workman-like manner.

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

To indemnify Government against all claims.

4. 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



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

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

To strengthen and support the mine to necessary extent.

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

To allow inspection of workings.

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

To report accidents.

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

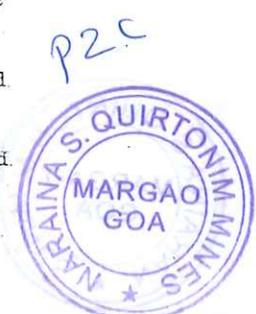
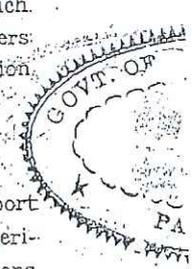
To report discovery of other minerals.

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

To keep records and account regarding production and employees, etc.

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

- 1) Quantity and quality of the said mineral/minerals realised from the said lands.
- 2) Quantity of the various qualities of ores beneficiated or converted (for example coal converted into coke).
- 3) Quantities of the various qualities of the said mineral/minerals sold and exported separately.
- 4) Quantities of the various qualities of the said mineral/minerals otherwise disposed of and the manner and purpose of such disposal.
- 5) The prices and all other particulars of all sales of said mineral/minerals.



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

To maintain plans, etc.

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

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

The lessee/lessees shall allow any officer of the Central or the State Government, authorised in this behalf by the Central Government, to inspect the same at all reasonable times. He/they shall also supply when asked for by the State Government/the Coal Controller/the Director, Geological Survey of India/the Director, Indian Bureau of Mines, a composite plan of the area showing thickness, dip, inclination etc. of all the seams as also the quantity of reserves qualitywise.

Act 67 of 1957.

12. The lessee/lessees shall be bound by such rules as may be issued from time to time by the Government of India under Section 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (Act 67 of 1957) and shall not carry on mining or other operations under the said lease in any way other than as prescribed under these rules.

To provide weighing machine.

13. Unless specifically exempted by the State Government the lessee/lessees shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to bank sold, exported, and converted and also the converted products and shall at the close of each day cause the total weights, ascertained by such means of the said minerals, ores products raised sold exported and converted during the previous twentyfour hours to be entered in the aforesaid books and accounts. The lessee/lessees shall permit the State Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee/lessees. The lessee/lessees shall give 15 days' previous notice in writing to the Deputy Commissioner/Collector of every such measuring or weighing



To allow test of weighing machine.

14. The lessee/lessees shall allow any person or persons appointed in that behalf by the State Government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or adjusted repaired and put in order by and at the expense of the lessee/lessees and if such requisition be not complied within fourteen days after the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted, repaired, and put in order and the expense of so doing shall be paid by the lessee/lessees to the State Government on demand and if upon such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the State Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

To pay compensation for injury of third parties.

15. The lessee/lessees shall make and pay reasonable satisfaction and compensation for all damage, injury or disturbance or person or property which may be done by or on the part of lessee/lessees in exercise of the liberties and power granted by these presents and shall at times save harmless and keep indemnified the State Government from and against all suits claims and demands which may be brought or made by any person or persons in respect of any such damage injury or disturbance.

Not to obstruct working of other minerals.

16. The lessee/lessees will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working within the said lands of any minerals not included in this lease and shall at all times afford to the Central and State Government and to the holders of prospecting licenses or mining leases in respect of any such minerals or any minerals within any land adjacent to the said lands as the case may be reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working development and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage of injury which he/they may sustain by reason or in consequence of the use of such passage by such lessees or holders of prospecting licences.

Transfer of lease:

17. (1) The lessee/lessees shall not without the previous consent in writing of the State Government, which in the case of a mining lease in respect of any mineral specified in the First Schedule to the Act shall not be given except after previous approval of the Central Government: —

- (a) assign, sublet, mortgage or in any other manner, transfer the mining lease, or any right, title or interest therein, or
- (b) enter into or make any arrangement, contract or understanding whereby the lessee/lessees will or may be directly or indirectly financed to a substantial extent by, or under which the lessee's operations or undertaking will or may be substantially controlled by any person or body of persons other than the lessee/lessees.



- provided the State Government shall not give its written consent unless:
- a) the lessee has furnished an affidavit along with his application for transfer of mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee;
 - b) the transfer of the mining lease is to be made to a person or body directly undertaking mining operations.
- N. S. P.



P2C



title or interest therein, to a person holding a certificate of approval and an income-tax clearance certificate from the Income-tax Officer concerned, on payment of a fee of rupees one hundred to the State Government:

Provided that the lessee/lessees shall make available to the transferee the original or certified copies of all plans of abandoned workings in the area and in a belt 65 metres wide surrounding it.

(3) The State Government may, by order in writing, determine the lease at any time if the lessee/lessees has/have in the opinion of the State Government, committed, a breach of any of the above provisions or has/have transferred the lease or any right, title or interest therein otherwise than in accordance with clause (2):

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

Not to be financed or controlled by a Trust, Corporation, firm or person.

18. The lease shall not be controlled and the lessee/lessees shall not allow themselves to be controlled by any Trust, Syndicate, Corporation, Firm or person except with the written consent, of the Central Government. The lessee/lessees shall not enter into or make any arrangement, compact or understanding whereby the lessee/lessees will or may be directly or indirectly financed by or under which lessee/lessees' operation or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, Syndicate, Corporation, Firm or person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Central Government and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto that on the occasion of a state of emergency of which the President of India in his discretion shall be the sole judge it shall be terminable if so required in writing by the State Government and shall in the event of any such requisition being made be forthwith thereafter determine by the lessee/lessees accordingly.

Lessee shall deposit any additional amount necessary.

19. Whenever the security deposit of Rs. 1,000/500 or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Central or State Government pursuant to the power in hereinafter declared in that behalf the lessee/lessees shall deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government up to the sum of Rs. 1,000/500.

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

20. The lessee/lessees shall, at the expiration or sooner determination of the said term or any renewal thereof deliver upto the State Government all mines, pits, shafts, inclines, drifts levels waterways, airways and other works now existing or hereafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working all engines, machinery, plant buildings structures other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machinery set up by the lessee/lessees below ground which cannot be removed without causing injury to the mines or works under the said lands (except such of the same as may with the sanction of the State Government have become disused) and all buildings and structures of bricks or stone erected by the lessee/lessees above ground level in good repair order and condition and fit in all respects for further working of the said mines and the said minerals.

Right of pre-emption.



P2C

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/lessees and the lessee/lessees shall with all possible expedition deliver all minerals or products or minerals purchased by the State Government under the powers conferred by this provision in the quantities at the times in the manner and at the place specified in the notice exercising the said right.

(b) Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of loading the lessee/lessees shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the State Government shall be satisfied that the delay is due to causes beyond the control of the lessee/lessees.

(c) The price to be paid for all minerals or product of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption PROVIDED THAT in order to assist in arriving at the said fair market price the lessee/lessees shall if so required furnish to the State Government for the confidential information of the Government particulars of the quantities descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the State Government original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

(d) In the event of the existence of a state of war or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof), the State Government, with the consent of the Central Government shall from time to time and all times during the said term have the right (to be exercised by a notice in writing to the lessee/lessees) forthwith take possession and control of the works plant machinery and premises of the lessee/lessees on or in connection with the said lands or operations under this lease and during such possession or control the lessee/lessees shall conform to and obey all directions given by or on behalf of the Central Government or State Government regarding the use or employment of such works plants premises and minerals PROVIDED THAT fair compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee/lessees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

Employment of foreign national.

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

Recovery of expenses incurred by the State Government.

23. If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried or performed by the lessee/lessees be not so carried out or performed within the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessee/lessees shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same and the decision of the State Government as to such expenses shall be final.

Furnishing of geophysical data.

24. The lessee/lessees shall furnish:

(a) all geophysical data relating to mining fields or engineering and ground water surveys



logging collected by him/them during the course of mining operations to the Director, Geological Survey of India, Calcutta.

(b) all information pertaining to investigations of radio active minerals collected by him/them during course of mining operations to the Secretary, Department of Atomic Energy, New Delhi.

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

PART VIII

The Covenants of the State Government

Lessee/lessees may hold and enjoy rights quietly.

1. The lessee/lessees paying the rents, water rate and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee/lessees to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any unlawful interruption from or by the State Government, or any person right fully claiming under it.

Acquisition of land of third parties and compensation thereof.

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

To renew.

3. Where the mining lease relates to any mineral not specified in the First Schedule to the Act it shall be renewable for one period not exceeding the period specified in sub-section (2) of section 8, at the option of the lessee/lessees.

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

If the lease is in respect of minerals specified in the First Schedule to the Act, renewal will be subject to the prior approval of the Central Government.

If the lessee/lessees be desirous of taking a renewed lease of the premises hereby demised or of any part or parts of them for a further term from the expiration of the term hereby granted and as otherwise eligible, he/they shall prior to the expiration of the last mentioned term give to the State Government six calendar months previous notice in writing and shall pay the rents, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee/lessees to be observed and performed up to the expiration of the term hereby granted. The State



P2C

to the State Government if required a counterpart thereof execute and deliver to the lessee/lessees a renewed lease of the said premises or part thereof for the further term of 2 years at such rents, rates and royalties and on such terms and subject to such rents, rates and royalties and on such terms and subject to such covenants and agreements including this present covenant to renew as shall be in accordance with the Mineral Concession Rules, 1960, applicable to (name of minerals) on the day next following the expiration of the term hereby granted.

Liberty to determine the lease.

4. The lessee/lessees may at any time determine this lease by giving not less than 12 calendar months' notice in writing to the State Government or to such officer, or authority as the State Government may specify in this behalf and upon the expiration of such notice provided that the lessee/lessees shall upon such expiration render and pay all rents, water rates, royalties, compensation for damages and other moneys which may then be due and payable under these presents to the lessor or any other person or persons and shall deliver these presents to the State Government then this lease and the said term and the liberties, powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the lessor in respect of any breach of any of the covenants or agreements contained in those presents.

Refund of security deposits.

5. On such date as the State Government may elect within 12 calendar months after the determination of this lease or of any renewal thereof, the security deposit paid in respect of this lease and then remaining in deposit with State Government and not required to be applied to any of the purpose mentioned in this lease shall be refunded to the lessee/lessees. No interest shall run on the security deposit.

General Provisions

Obstructions to inspection.

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

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

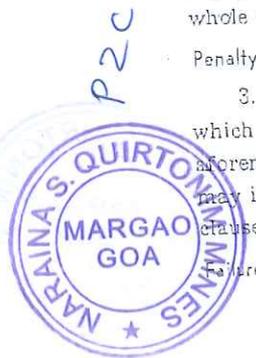
2. If the lessee/lessees or his/their transferee or assignee makes/make any default in payment of rent or water rate or royalty as required by section 9 of the Act or commits a breach of any of the conditions and covenants other than those referred to in covenant (1) above, the State Government shall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

Penalty for repeated breaches of covenants.

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

Failure to fulfil the terms of leases due to «Force Majeure».

... the part of the lessee/lessees to fulfil any of the terms and conditions of



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

Lessee/lessees to move his/their properties on the expiry of lease.

5. The lessee/lessees having first paid and discharged the rents, rates and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clause 1 and 2 of this Part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down and remove for his/their own benefit all or any engines machinery plant building structures tramways railways and other works erections and conveniences which may have been erected, set up or placed by the lessee/lessees in or upon the said lands and which the lessee/lessees is/are not bound to deliver to the State Government under clause 20 of Part VII of this Schedule and which the State Government shall not desire to purchase.

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

6. If at the end of six calendar months after the expiration or sooner determination of the said term under the provision contained in clause 4 of Part VIII of this Schedule become effective there shall remain in or upon the said land any engines machinery plant buildings structures tramways railways and other work erections and conveniences or other property which are not required by him/them under prospecting licence or mining lease the same shall if not removed by the lessee/lessees within one calendar month after notice in writing requiring their removal has been given to the lessee/lessees by the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.

Notices.

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

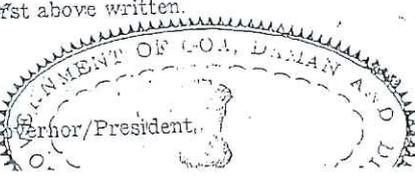
Immunity of State Government from liability to pay compensation.

8. If in any event the orders of the State Government are revised, reviewed or cancelled by the Central Government in pursuance of proceedings under Chapter VII of the Mineral Concession Rules, 1960, the lessee/lessees shall not be entitled to compensation for any loss sustained by the lessee/lessees in exercise of the powers and privileges conferred upon him/them by these presents.

9. For the purpose of stamp duty the anticipated royalty from the demised land is Rs. 2034.42 per year.

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

Signed by
for and on behalf of the Governor/President,
of India, in the presence of



SECRETARY
INDUSTRIES & LABOUR
GOVERNMENT OF GOA, DAMAN & DIU
Imp. Nac. 690 - 1693



P2C

Special conditions:-

1. that the lessee before starting the extraction of ore shall take the required measures to the satisfaction of the Director of Industries and Mines, Government of Goa, Daman and Diu, for preventing any damage to the neighbouring agricultural lands which may be caused through the rejects or any other mine wastes;
2. that the lessee shall undertake to rehabilitate the land after mining operations are over, through soil conservation measures such as afforestation, plantation, etc. to the satisfaction of the Conservator of Forests, Government of Goa, Daman and Diu, failing which the Conservator of Forests, Goa will take the required steps to rehabilitate the said land and recover the expenses done by him as arrears of land revenue;
3. that the lessee shall stop forthwith mining operations in case it is found that the extraction of minerals is causing damage to any neighbouring agricultural lands causing inconvenience to the public. Such order will be issued by the Director of Industries and Mines, Goa;
4. that the lessee shall agree to pay compensation as fixed by the Director of Industries and Mines, Goa to the owner/tenant of the land damaged and the affected persons;
5. that the lessee shall surrender the mining lease in case it is found that technically it is not possible to continue the extraction of minerals without damaging any agricultural lands or causing inconvenience to the public.



Signed by: Narana Suresh Jadhav

In the presence of:

1) _____

2) Capistrano Laws

Executing Party:-

Shri Narana Suresh Jadhav
Quirtonim, son of Shri Mukund Suresh
Quirtonim, aged 45, occi- Business
Indian National, s/o Margao, Goa.

Executing party

admits execution of the so called
Lease deed

1) Narana Suresh Jadhav



Witness:-

aged 45, Married, Shri Vasudev Govind Padiyar
occ- Landlord, Anacolim, Goa.

State that they personally know
the above mentioned

1) Vasudev G. Padiyar

Execution by Shri S. Chandia, Secretary, Industries
and Labour, Govt of Goa, Daman, & Diu who is person
exempted under Section 88 of the I. R. Act 1908.



P2C

Registered No. 172 at pages 77 to 85
Add. Book No. I Vol 3
Date 3-6-1981

[Signature]
Sub-Registrar,

The Report accompanying this
instrument is filed at pp. 134
of Suppl. to Ek. I, Part II, vol. 6

[Signature]



P2C



DIRECTORATE OF INDUSTRIES & MINES
MINES WING

COPY

OF THE PLAN OF THE MINING LEASE SITUATED AT
CAUREM VILLAGE OF QUEPEM TALUKA, GRANTED
TO SHRI NARAINA SINAI QUIRTONIM, FROM MARGAO
FOR EXTRACTION OF Fe & Mn ORE

AREA.....70.2800
Scale 1:10000



(S. V. Kamat)
S. T. A.
FOR DIRECTOR

SECRETARY
INDUSTRIES & LABOUR
GOVERNMENT OF GOA, DAMAN & DIU



CONCESSION HELD BY MOHAMED ISSAC

SURVEY NO 19
part

UNDER SURVEY NO 19

PROPERTY

LEGEND

- MINING LEASE BOUNDARY.....
- NALLA.....
- PIT.....

Checked by

10-12-77

Naraina Sinai Quirtonim

P2C





**Government of Goa
Directorate of Mines Geology
Institute Menezes Braganza, Panaji-Goa**

Website: goadmg.gov.in

e-mail: dir-mine.goa@nic.in

No. 07/53/21-22/RTI-2/Stat/Mines/3165

Date: 29 /03/2022

To,

Smt. Pradnya Zoivant Pai Cano,
Mathura, H.No. 1153,
Near St. Joseph High School,
Aquem, Alto-Margao,
Goa-403601.

Sub:- Information under RTI Act 2005.

Sir/Madam,

With reference to your RTI application dated 23/03/2022, in regards to yearwise ROM production details from the year 1979-80 to 2020-21 of mining lease M.L. No. 03/Femn/79, the details of Manganese ore as per the register maintained by the office are enclosed herewith for the year 1985 to 2005, There are no details from 2006 onwards to 2020-21.

This is for your kind information and further necessary action.

Kindly collect Rs 2. from concerned party.

Yours faithfully,

(Brian S. Pinto)

Public Information Officer
Statistical Officer,
Statistic Section

Directorate of Mines & Geology,
Panaji-Goa.



P2C

TC No. 03/FeMn/79 (Narana S. Quirtonim)

Sr.no.	Year	Production (Manganese) in Tonnes
1	1985	390
2	1986	230
3	1987	75
4	1988	210
5	1989	900
6	1990	1300
7	1991	1100
8	1992	451
9	1993	810
10	1994	300
11	1995	250
12	1996	410
13	1997	575
14	1998	--
15	1999	20
16	2000	30
17	2001	55
18	2002	170
19	2003	110
20	2004	295
21	2005	190

D. B. V. K.
Statistical Officer
Dts. Mines & Geology
Panaji Goa.



P2C

From:
Kala N. S. Kirtani
'Mathura House No. 1153
Near Apna Bazar, Alto Aquem,
Margao – Goa

Date: 02nd Aug., 2006

To,
The Regional Controller of Mines
Indian Bureau of Mines
Goa Region
Margao – Goa

Sub: Notice of temporary discontinuance of mine under Rule No. 24 of MCDR 1988 in respect of Zamblidadga Dongor Mine bearing Lease No. 3/Fe/Mn/79 in South Goa District of Goa State.

Sir,

Enclosed herewith please find notice of temporary discontinuance of mine in Form D-1 under Rule No. 24 of MCDR 1988 in respect of Zamblidadga Dongor Mine bearing Lease No. 3/Fe/Mn/79 in South Goa District of Goa State.

We are temporarily discontinuing the mining operations in view of the permissions required under Forest Conservation Act and Environment Act.

Hoping for kind consideration of the request.

Thanking you.

Yours truly,

Kala N. S. Kirtani
Kala Kirtani

Encl: Form D-1

- Cc: 1. The Controller of Mines, IBM Bangalore
2. The Controller General, IBM Nagpur
3. The Directorate of Mine, Panaji – Goa.



P2C

30/06
41/06
प्रप्त कर्ता
Received
भारतीय मंत्रालय
India
पानजी, गोवा
Panaji, GOA

FORM D-1
(Notice of temporary discontinuance of mine)
[see rule 24]

1. (i) Name of the mineral worked: Mn Ore
(ii) Name of other mineral worked, if any:
2. Name of the mine: Zamblidadga Dongor Mine
3. Name and address of the Lessee/Owner: Kala Kirtani
'Mathura'
House No. 1153,
Near Apna Bazar,
Aquem Alto, Margao – Goa
4. Particulars of Mining Lease (ML): 3/Fe/Mn/79
(i) Date of Execution: 28/06/1979
(ii) Period Years, from _____ to _____
(iii) Area under lease 70.28 hectares.
5. Location of Mine
(a) Village: Cavorem
(b) Post Office: Quepem
(c) District: South Goa
(d) State: Goa
6. Name and address of Agent:
7. Name and address of Mining Engineer: -
8. Date of temporary discontinuance: 01.08.2006



PZC

9. Reasons for temporary discontinuance:

- i) Lack of demand -
- ii) Non-availability of labour -
- iii) Rains -
- iv) Transport bottleneck -
- v) Strike / Lockout -
- vi) Operations becoming un-economic -
- vii) Other Reasons (Specify)

In view of Permissions/
approvals required under Forest
Conservation Act and
Environment Protection Act

Place: Margao
Date: 02.08.2006

Kala Naraina Kirtani
Kala Kirtani



HANDBOOK
OF
Forest (Conservation) Act, 1980
(With Amendments made in 1988)
Forest (Conservation) Rules, 2003
(With Amendments made in 2004)
Guidelines & Clarifications
(Up to June, 2004)

GOVERNMENT OF INDIA
Ministry of Environment & Forest, New Delhi



prior permission of the Central Government under the Act would be required.

- (vi) It is clarified that the permission to survey, exploration or prospection would not ipso facto imply any commitment on the part of the Central Government for diversions of forest land.

Clarification: For reconnaissance operations, carried out in forest land in connection with developmental projects, the collection of samples from land surface in addition to drilled out material from 10 holes of 4 inch diameters per 100 Sq. Kms. Will not attract Forest (Conservation) Act, 1980, provided that there is no felling of trees involved (MoEF's letter No. 11-33/2004-FC dated – 7.6.2004).

1.4 Explanation Regarding Non-Forest Purpose. –

- (i) Cultivation of tea, coffee, spices, rubber and palm is a non-forestry activity, attracting the provisions of the Act.
- (ii) Cultivation of fruit-bearing trees or oil-bearing plants or medicinal plants would also require prior approval of the Central Government except when:
- (a) The species to be planted are indigenous to the area in question; and
- (b) Such planting activity is part of an overall afforestation programme for the forest area in question.

1.5 Tusser Cultivation. –

- (i) *Tusser cultivation in forest areas by the tribals as a means of their livelihood without undertaking mono-cultural Asan or Arjun plantations shall be treated as a forestry activity. Therefore, no prior approval of the Central Government under the Acts is necessary.
- (ii) *Tusser cultivation in forest areas for which specific plantation of Asan or Arjun trees are undertaken for providing host trees to the silk cocoons shall be treated as forestry activity not requiring prior approval of the Central Government provided such plantation activity does not involve any felling of existing trees; provided further that while undertaken such plantations, at least three species are planted, of which no single species shall cover more than 50% of the planted area.
- (iii) Plantation of mulberry for silkworm rearing is a non-forestry activity, attracting the provisions of the Act.

1.6 Mining. –

- (i) Mining including underground mining is a non-forestry activity. Therefore, prior approval of the Central Government is essential before a mining lease is granted in respect of any forest area. The Act would apply not only to the surface area beneath the forest. A renewal of an existing mining lease in a forest area also requires the prior approval of the Central Government.



Continuation or resumption of mining lease without prior approval would amount to contravention of the Act.

- (ii) The advice of the Ministry of Law, Government of India in regard to the Supreme Court Order in Civil Appeal No. 2349 of 1984 dated 7.5.1985 is at Annexure-III.
- (iii) Boulders, bajri, stone, etc., in the river beds located within forest area as would constitute a part of the forest land and their removal would require prior approval of the Central Government.

1.7 Clarification Sub-clause 2(iii) of the Act. –

- (i) The Sub-clause shall not be attracted when any forest land or any portion thereof is assigned to any authority, corporation, agency or any other organisation wholly owned, managed or controlled by the concerned State/Union Territory Government and/ or the Central Government. Such Government owned, managed/corporation agency, which has been assigned such forest land shall not reassigning or any part thereof to any other organisation or individual.
- (ii) Any scheme or project which involves assignment of any forest land by way of lease or similar arrangement for any purpose whatsoever, including afforestation, to any private person or to any authority/ agency/ organisation not wholly owned, managed or controlled by the Government (such as private or joint venture) shall attract the provisions of this clause.

1.8 Clarification on Sub-clause 2(iv) of the Act. –

- (i) Sub-clause 2 (iv) of the Act provides clearing of naturally grown trees in forest land for the purpose of using it for reforestation. The provisions under sub-clause will be attracted if the forest area in question bears naturally grown trees and are required to be clear/felled, irrespective of their size for harnessing existing crop and/or raising plantation through artificial regeneration technique, which include coppicing pollarding and other mode of vegetative propagation.
- (ii) All proposals involving clearing naturally grown trees in any forest area, including for the purpose of reforestation, shall be sent by the concerned State/UT Government in the Form of Management Plan/Working Plans to the Regional Chief Conservator of Forests of the concerned Regional Office of the Ministry of Environment and Forest.
- (iii) **All proposal in respect of sanction of Working Plans/Management Plans shall be finally disposed of by the Regional Office, under Section 2 of the Act.** While examining the proposal, the Regional Office would ensure that the final decision is in conformity with the National Forest Policy, Working Plan guidelines and other relevant rules and guidelines issued by the Central Government from time to time. The Regional Office will however, invariably seek prior clearance of the Ministry whenever the proposal involves clear-felling of forest area having density above 0.4



projects should also be involved in undertaking compensatory afforestation by establishing Special Purpose Vehicle. Whereas the private sector user agencies may be involved in monitoring and most importantly, in protection of Compensatory Afforestation. Necessary procedure for this purpose would be laid down by the Ministry of Environment and Forests with the concurrence of the Central Empowered Committee.

9. Plantations must use local indigenous species since exotics have long term negative impacts on the environment.
10. An independent system of concurrent monitoring and evaluation shall be evolved and implemented through the Compensatory Afforestation Fund to ensure effective and proper utilization of funds.

ANNEXURE – II C

Supreme Court's Order dated 1.8.2003 in I.A. No. 826 & 859 in I.A. No. 566 in Write Petition (Civil) No. 202 of 1995 in the matter of compensatory afforestation found regarding collection of Net Present Value (NPV)

“..... In the meantime, no approval shall be granted without imposing the condition indicated in this Court's order dated 30.10.2002 relating to the payment of net present value of the forest land.”

ANNEXURE – III

LAW DEPARTMENT'S ADVICE IN REGARD TO MINING LEASES

- (i) In respect of the mining operations being carried out on forest lands leased before the commencement of the Forest (Conservation) Act, 1980 during the continuance of the lease period, the approval of the Central Government under Section 2 of the said Act is not required.
- (ii) A renewal of a lease is really the grant of a fresh lease. [See Delhi Development Authority Vs. Dura Kausish, AIR 1973 Scheduled Caste 2609]. The prior approval of the Central Government in terms of Section 2 of the Forest (Conservation) Act, 1980 would be required when a mining lease granted before the commencement of the said Act is renewed after its coming into force.
- (iii) As held by the Supreme Court in State of Bihar Vs. Banshi Ram Modi (Supra), prior approval of the Central Government in terms of Section 2 of the Forest (Conservation) Act, 1980 would to be required for mining and winning any new



P2C

mineral from a forest land leased for mining before the commencement of the said Act during the leased period originally granted, if the said land is already broken up or cleared before the commencement of the Act. Otherwise, the prior approval of the Central Government under Section 2 of the said Act would be required.



P2C

Regd A.D.



GOA@GU

Government of Goa
Directorate of Mines & Geology
Institute Menezes Braganza, Panaji-Goa

Website: goadmg.gov.in

e-mail: dir-mine.goa@nic.in

No.: 96/51/99-Mines / 1840

Dated: 04/01/2022

To,
 ✓ Smt. Pradnya Zoivant Poi Cano,
 For self and on behalf of all other heirs of
 Late Shri Naraina Sinai Quirtonim as
 Their duly constituted attorney,
 Mathura, H. No. 1153, Near Apna Bazar,
 Aquem, Alto, Margao, Goa 403 601.

ORDER

Deemed grant of Lease Bearing No. 3/FeMn/79 in terms of Sub-Section (3) to Section 8A of MMDR Act, 1957 r/w Sub-Section (6) to Section 8A of MMDR Amendment Act, 2015.

Whereas, the Lease Bearing No. 3/FeMn/79 as mentioned above was granted to Shri Naraina Sinai Quirtonim for the period of 20 years from the date of execution of lease deed on 13/12/1979 for Iron and Manganese Ore situated in Caurem Village, of Quepem Taluka, South Goa for an area of 70.28 Ha.

And whereas, being one of the legal heir, Smt. Kala N. S Quirtonim filed Form J- Application for renewal dated 10/12/1998 within the prescribed time limit as per the applicable rules on behalf of self and as Power of attorney holder for her children Priya Kirtany & Pradnya Kirtany for a period of 20 years for the whole lease area.



P2C



And whereas, in terms of said provision of Sub-Rule (1) to Rule 24(A) of MCR 1960, such applications were required to be filed one year prior to expiry of lease i.e on or before 12/12/1978. In the instant case the same was done within the due date.

And whereas, while the renewal application remained undecided, a Notice for Lapsing dated 22/09/2009 was issued to Smt. Kala N. Quirtonim, which was replied vide letter dated 29/09/2009, however no decision was taken at that time.

And whereas, a representation dated 08/06/2021 received from Ms Pradnya Zoivant Poi Cano (signed for self and on behalf of all other heirs of Late Mr. Naraina Quirtonim as their duly constituted attorney) requested for considering their case in terms of the provisions of Section 8A of the MMDR Act 1957 and the Common Cause Judgment of the Hon'ble Supreme Court and to execute necessary deed recognizing/treating the tenure of the said Mining Lease as subsisting till 2/6/2031.

And whereas, a Notice for Hearing dated 18/06/2021 was issued to decide on the representation dated 08/06/2021 of Smt Pradnya Zoivant Poi Cano and also on the lapsing notice which had remained undecided.

And whereas, hearing was conducted on 25/06/2021 and based on the documentary evidence produced, it was ascertained that lapsing notice is not maintainable and hence was withdrawn.

And whereas, with respect to the representation dated 08/06/2021, since the renewal application dated 10/12/1998 remained undecided with the office until the enactment of the MMDR Amendment Act, 2015, the lease bearing No. 3/FeMn79 shall get benefit of Sub-Section (3) to Section 8A of MMDR Act,



P2C

ll 2

1957 r/w Sub-Section (6) to Section 8A of MMDR Amendment Act, 2015.

Now therefore, in view of the above mentioned provisions, since the lease was executed from 13/12/1979, the lease is deemed to have been granted for a period from 13/12/1979 to 12/12/2029 i.e for a term of 50 years as per Sub-Section (3) to Section 8A of MMDR Act, 1957, r/w Sub-Section (6) to Section 8A of the MMDR Amendment Act, 2015 subject to following general conditions:

- (i) The Deemed grant shall not absolve the lessee or any other person claiming through the original lessee from payment of any dues, royalty, dead rent, surface rent, fine, compounding charges etc. which are due to the State Government from such lessee or any person claiming through him or the erstwhile lessee for their acts or omissions prior to the present Order.
- (ii) The Deemed grant shall not absolve the lessee from any action under MMDR Act and Rules framed thereunder for the acts done prior to passing of this Order.
- (iii) The lessee shall have to fulfill all the statutory/regulatory requirements under MMDR Act 1957, MCR 1960, MCDR 1988, as well as other Acts and Rules & Regulations, Notification to the satisfaction of relevant authorities under such Acts, Rules etc.
- (iv) The Deemed grant Order is an administrative decision/ministerial act taken by subjective assessment of the facts and Application for First renewal, in exercise of powers under the MMDR Acts and Rules made thereunder. As such solely on basis of Deemed grant of lease, no mining operations shall be undertaken in the leasehold area unless



P2C



all clearances, NOCs Consents, permissions etc under various Legislations, rules, regulations, Notifications, etc. are in place. So also Orders of Hon'ble Supreme Court of India, High Court of Bombay at Panaji and administrative instructions, directives etc. issued by the Government or autonomous bodies like Goa State Pollution Control Board etc. are to be scrupulously followed, to the satisfaction of the concerned Authorities under relevant Legislations etc.

- (v) The Deemed grant is also subject to the capping of production which may be imposed by state Government irrespective of the EC limit specified for this lease or group of leases.
- (vi) This Deemed grant is subject to liberty of State Government to reduce the area of lease in the interest of Environment, Ecology, etc. which may be exercised by the State Government at any point of time.
- (vii) The DGPS survey shall be the sole basis for Deemed grant of lease and such plans shall seal the boundary of lease on the basis of latitude and longitude as far as the Applicants are concerned. The survey numbers etc. mentioned in the plan if changed or required to be changed for any reason whatsoever like change of cadastral records after readjustment of the area of any village or survey number, or resurvey of any village or survey number or for similar reason. The change in the survey records shall accordingly be noted by the Director of Mines & Geology for the purpose of his records and all such changes shall be accordingly updated at any stage from the signing of the lease deed. Director of Mines & Geology is authorized to deal with all such issues including boundary dispute of adjoining leases and shall have the final authority to do the needful.



P2C

ll

- (viii) The lessee shall abide by the conditions laid down in this Order and the lease deed to be executed in this behalf.
- (ix) The lessee shall obtain surface rights or obtain consent of the owner/occupier of land before entering the land for commencement of mining operation in the area.
- (x) The lessee shall not commence mining operations without having mining plan, duly approved by the Indian Bureau of Mines.
- (xi) The lessee shall execute a supplementary deed of lease on acceptance of terms and conditions mentioned herein.
- (xii) The Lessee shall comply with the provisions of the Stamp Duty Act as amended from time to time to the satisfaction of the concerned authority under the Act.
- (xiii) Similar provisions, not only limited to the above will be made applicable in case of deemed grant as per Sub-Section (3) to Section 8A of MMDR Act, 1957 r/w Sub-Section (6) to Section 8A of MMDR Amendment Act, 2015.


(Vivek H.P., IAS)
Director



QPM-1-126-2022



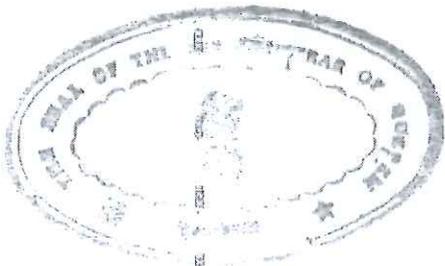
गोवा GOA

640344

7/2/22 103 Value Rs. 1000
 Name of Vendor Pradnya Poi Cano
 Name of Purchaser Manu
 Place of Purchase Margao
 Licence No. AC-ST/NER/102/2003
 Sign. of Vendor Sign. of Purchaser

131/22

PRADNYA ZOIIVANT POI CANO
P Cano



SUPPLEMENTARY MINING LEASE DEED

[Handwritten signature]

P Cano

P2C



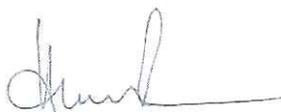
THIS INDENTURE OF SUPPLEMENTARY MINING LEASE DEED is executed at Panaji, Goa on this 16th day of February, 2022;

BETWEEN

1. The **GOVERNOR OF GOA**, represented herein by Mr. VIVEK H.P., Director & ex officio Joint Secretary (Mines & Geology), Government of Goa, hereinafter referred to as the "*State Government*", which expression shall, where the context so admits, be deemed to include its successors-in-title and/or assigns, **OF THE ONE PART**

AND

2. **KALA NARAINA KIRTANI** *alias* **KALA NARAINA QUIRTONIM** *alias* **KALA NARAINA KIRTANY**, widow of late Mr. Naraina Sinai Quirtonim, age 83 years, housewife, Indian National, holding Aadhar Card No. 694919452441 and Permanent Account No. AFMPK3941B, residing at H. No. 1153, Mathura House, Aquem Alto, Margao, Goa, 403601, represented herein by her daughter and duly constituted attorney, Mrs. Pradnya Zoivant Poi Cano (Party No. 5 below), so constituted vide a Power of Attorney executed on 2.2.2021 before Shri N. R. Bale, Notary Public at Margao, Goa and registered in his Notarial Register under No. 17989/2021;



P. Cano

P2C



3. **PRIYA PRASAD NAVELKAR**, daughter of Late Mr. Naraina Sinai Quirtonim, age 46 years, married, business, Indian National, holding Aadhar Card No. 896074605858 and allotted Permanent Account No. AGCPN8495N residing at H. No. 918, Ganesh Krupa, Colmorod, Behind ESI Hospital, Navelim, Margao, Goa, 403707 and her husband

4. **PRASAD PREMANAND NAVELKAR**, son of Mr. Premanand Navelkar, age 52 years, married, businessman, Indian National, holding Aadhar Card No. 256309152491 and allotted Permanent Account No. ACCPN7884K, residing H. No. 918, Ganesh Krupa, Colmorod, Behind ESI Hospital, Navelim, Margao, Goa, 403707;

Parties Nos. 3 and 4 are represented herein by their sister/sister-in-law and duly constituted attorney, viz. Mrs. Pradnya Zoivant Poi Cano (Party No. 5 below), so constituted vide a Power of Attorney executed on 2.2.2021 before Shri N.R. Bale Notary Public at Margao, Goa and registered in his Notarial Register under No. 17990/2021;

P. Cano

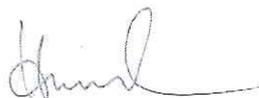
[Signature]

P 2C



5. **PRADNYA ZOIVANT POI CANO** alias **PRADNYA ZOIVANT PAI CANO**, daughter of Late Mr. Naraina Sinai Quirtonim, age 43 years, married, businessperson, Indian National, holding Aadhar Card No. 247025647014 and allotted Permanent Account No. ASYPP2866P, residing at H. No. 600, Sitara Bajaj , Bhawani Sadan, Colmorod, Navelim, Goa, 403707 and her husband
6. **ZOIVANT MHALU POI CANO** alias **ZOIVANT MHALU PAI CANO**, son of Mr. Mhalu Poi Cano, age 53 years, married, businessman, Indian National, holding Aadhar Card No. 463975179381 and allotted Permanent Account No. ACAPP6617L, residing at H. No. 600, Sitara Bajaj, Bhawani Sadan, Colmorod, Navelim, Goa, 403707, represented herein by his wife and duly constituted attorney, Mrs. Pradnya Zoivant Poi Cano (Party No. 5 above), so constituted vide a Power of Attorney executed on 2.2.2021 before Shri N.R. Bale Notary Public at Margao, Goa and registered in his Notarial Register under No. 17988/2021;

(hereinafter referred to as the "*Lessees*", which expression shall, where the context so admits, be deemed to include all their respective heirs, executors, legal representatives,



P Cano

P2C



administrators, representatives and/or their permitted assigns)

OF THE OTHER PART.

WHEREAS:

1. Vide a Mining Lease Deed bearing No. 3/FeMn/79 dated 13.12.1979, which Lease Deed is duly registered in the office of the Sub- Registrar of Quepem Taluka on 3.6.1981 under Registered No. 172 at Book I, Vol.3 at pages 77 to 85 (hereinafter referred to as the "*Said Mining Lease Deed*"), the Government of Goa granted to Mr. Naraina Sinai Quirtonim (hereinafter referred to as the "*Said Naraina Quirtonim*"), a mining lease in respect of an Iron Ore and Manganese Ore mine admeasuring 70.20 Hectares, situated in Village Cavrem of Quepem Taluka, South Goa, Goa and described in the Schedule hereunder written (hereinafter referred to as the "*Said Mine*"), for a period of 20 years (hereinafter referred to as the "*Said Mining Lease*").
2. The Said Naraina Quirtonim died on 22.4.1998, leaving behind him the Lessees herein as his exclusive successors-in-title, so duly certified by a Deed of Succession dated 13.7.1998 drawn up before the Sub-Registrar of Salcete Taluka at Margao, Goa



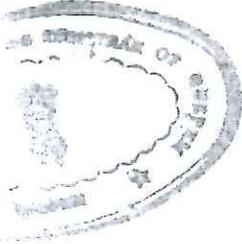
[Handwritten signature]

[Handwritten signature] Cano

P 2 C



on 21.7.1998 and recorded in his Deeds Book No. 1396 at Folio 26 (overleaf) onwards.

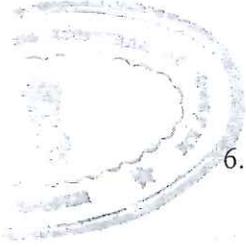


3. Party No. 2 herein (Kala N. Quirtonim), the widow and one of the legal successors-in-title of the Said Naraina Quirtonim, for herself and as constituted attorney of the other legal heirs of the Said Naraina Quirtonim, filed an Application in Form J on 10.12.1998 for renewal of the Said Mining Lease (hereinafter referred to as the "*Said Renewal Application*"), in terms of Rule 24A(1) of the Mineral Concession Rules, 1960, within the prescribed time limit.
4. During the pendency of the disposal of the Said Renewal Application, the Mines and Minerals (Development and Regulation) Act, 1957 (hereinafter referred to as the "*MMDR Act*") came to be amended by the Mines and Minerals (Development and Regulation) Amendment Act, 2015 (hereinafter referred to as the "*MMDR Amendment Act 2015*"), effective from 12.1.2015, providing for a tenure of 50 years to mining leases.
5. Since the Said Renewal Application was pending at the time of the coming into force of the MMDR Amendment 2015, the Lessees are entitled to the benefit of the 50 years' tenure to the

P2C



Said Mining Lease, in terms of Sub-section (3) of Section 8A of the MMDR Act read with Sub-section (6) of Section 8A of the MMDR Act.



6. Consequently, in terms of Sub-section (3) of Section 8A of the MMDR Act, read with Sub-section (6) of Section 8A of the MMDR Act, the Said Mining Lease is deemed to have been granted for a period of 50 years from 13.12.1979 to 12.12.2029 (hereinafter referred to as the "*Deemed Grant*").
7. Vide Order bearing No. 96/51/99-Mines/1840 dated 04.01.2022 (hereinafter referred to as the "*Deemed Grant Order*"), the Director of Mines & Geology, Government of Goa, communicated the factum of the Deemed Grant to the Lessees as also the General Conditions which the Deemed Grant was subject to.
8. The present deed is accordingly being executed to record the Deemed Grant of the Said Mining Lease from 13.12.1979 to 12.12.2029 (both days inclusive).

P. Cano

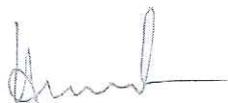
[Handwritten signature]



P2C

NOW THEREFORE, THIS SUPPLEMENTARY MINING LEASE DEED WITNESSETH AS UNDER :-

- 1) The Said Mining Lease is deemed to have been granted from 13.12.1979 to 12.12.2029 (both days inclusive).
- 2) This Deed being supplementary to the Said Mining Lease Deed referred to in Recital 1 hereinabove, the terms and conditions contained in this Supplementary Deed shall be in addition to terms and conditions contained in the Said Mining Lease Deed. However, in the event of any conflict between the terms and conditions contained in this Supplementary Deed and the terms and conditions contained in the Said Mining Lease Deed, the terms and conditions contained in this Supplementary Deed shall prevail.
- 3) The Deemed Grant shall not absolve the Lessees or any other person claiming through the original Lessee (Said Naraina Quirtonim) from payment of any dues, royalty, dead rent, surface rent, fine, compounding charges etc. which are due to the State Government in respect of the Said Mining Lease and/or for any acts or omissions prior to the Deemed Grant Order.



 Cano



4) The Deemed Grant shall not absolve the Lessees from any action under the MMDR Act and Rules framed thereunder, for the acts done prior to the passing of the Deemed Grant Order.

5) The Lessees shall fulfil all the statutory/regulatory requirements under the MMDR Act, Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016 , Mineral Conservation and Development Rules, 2017 as well as other Acts and Rules & Regulations, Notifications, to the satisfaction of the relevant authorities under such Acts, Rules etc.

6) The Deemed Grant Order is an administrative decision/ministerial act taken by subjective assessment of the facts and Application for First Renewal, in exercise of powers under the MMDR Acts and Rules made thereunder. As such, solely on basis of Deemed Grant Order, no mining operations shall be undertaken in the leasehold area of the Said Mine unless all clearances, NOCs, Consents, permissions etc. under various Legislations, rules, regulations, Notifications etc. are in place. So also, all Orders of Hon'ble Supreme Court of India. High Court of Bombay at Panaji and administrative instructions, directives etc. issued by the Government or autonomous bodies like the Goa State Pollution Control Board etc.



P. Cano

P2C



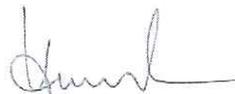
are to be scrupulously followed, to the satisfaction of the concerned Authorities under relevant Legislations etc.



7) The Deemed grant is also subject to the capping of production which may be imposed by the State Government irrespective of the EC limit specified for the Said Mine or group of leases.

8) This Deemed Grant is subject to liberty of State Government to reduce the area of lease of the Said Mining Lease in the interest of Environment, Ecology, etc. which may be exercised by the State Government at any point of time.

9) That DGPS survey shall be the sole basis for determining the area of the Said Mining Lease under the Deemed Grant and such plans shall seal the boundary of lease on the basis of latitude and longitude as far as the Lessees are concerned. The Survey numbers etc. mentioned in the plan if changed or required to be changed for any reason whatsoever like change of cadastral records after readjustment of the area of any village or survey number, or resurvey of any village or survey number or for similar reason. The change in the survey records shall accordingly be noted by the Director of Mines & Geology for the purpose of his records and all such changes shall



 Cano

P2C



be accordingly updated at any stage from the signing of the lease deed. The Director of Mines & Geology is authorised to deal with all such issues including boundary disputes of adjoining leases and shall have the final authority to do the needful. The DGPS Plan duly approved by the Directorate of Mines and Geology on 10/12/2021 is annexed hereto as ANNEXURE "A".

10) The Lessees shall abide by all the conditions laid down in the Deemed Grant Order.

11) The Lessees shall obtain surface rights or obtain consent of the owner/occupier of land before entering the Said Mine for commencement of mining operations in the Said Mine.

12) The Lessees shall not commence mining operations without having a mining plan, duly approved by the Indian Bureau of Mines.

13) This Supplementary Mining Lease Deed records the extension of the period of the Said Mining Lease by operation of law, viz. sub-section (3) of Section 8A of the MMDR Act read with Sub-section (6) of Section 8A of the MMDR Act. Hence, this Deed is executed on stamp paper of Rs. 1,000/-.



P Cano

P ZC



14) The Lessee shall comply with the provision of the Stamp Duty Act as amended from time to time to the satisfaction of the concerned Authority under the Act.

15) Similar provisions, not only limited to the above will be made applicable in case of deemed grant as per Sub-Section (3) to Section 8A r/w Sub-Section (6) to Section 8A of MMDR Act, 1957.

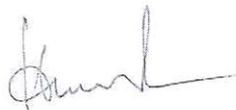
SCHEDULE

All that tract of land situated at revenue village Cavrem, Taluka Quepem, District South Goa, State Goa, which bears Survey No. 19(part) of revenue village Cavrem, admeasuring 70.20 Hectares (as per the Digital Global Positioning System Plan), and bounded as follows:-

On North, South and West:	By balance portion of Survey No. 19
On East:	By balance portion of Survey No. 19 and Survey No. 14(part)

A plan of the aforesaid tract of land is annexed as Annexure "A" herein.

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

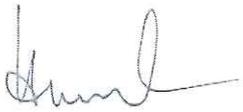


P. Cano

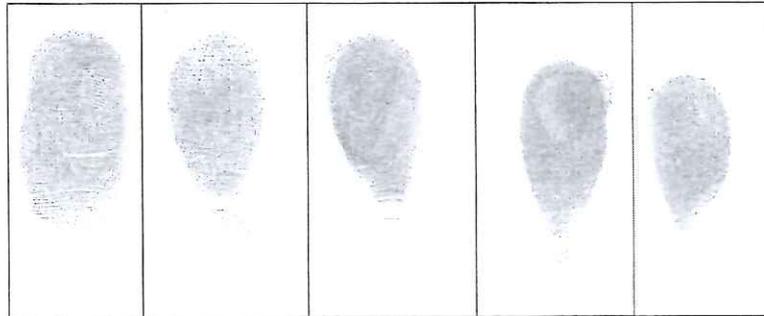
PZC



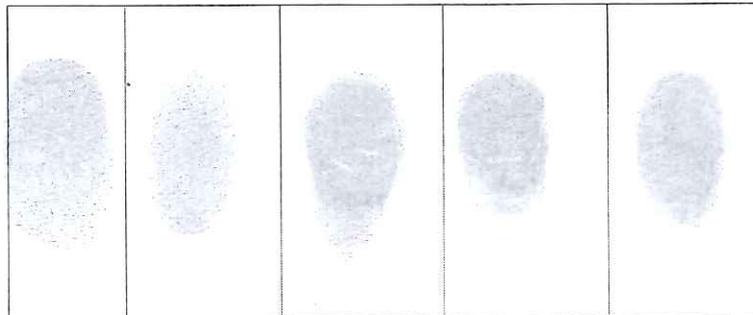
SIGNED AND EXECUTED BY THE STATE GOVERNMENT

 <p>Director of Mines & Geology, Directorate of Mines & Geology, Government of Goa, Panaji - Goa.</p>	<p>For and on behalf of the Governor of Goa</p>  <hr/> <p>(VIVEK H.P.) Director & ex officio Joint Secretary (Mines & Geology) Government of Goa</p>
--	--

Left-hand finger-prints of VIVEK H.P.



Right-hand finger-prints of VIVEK H.P.



~~P~~ Cano

P2c

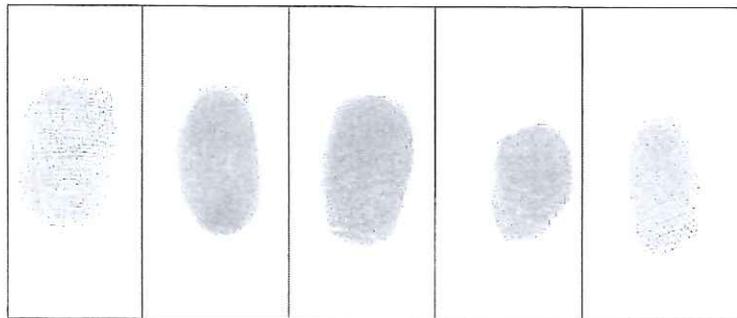


SIGNED AND EXECUTED BY THE LESSEES

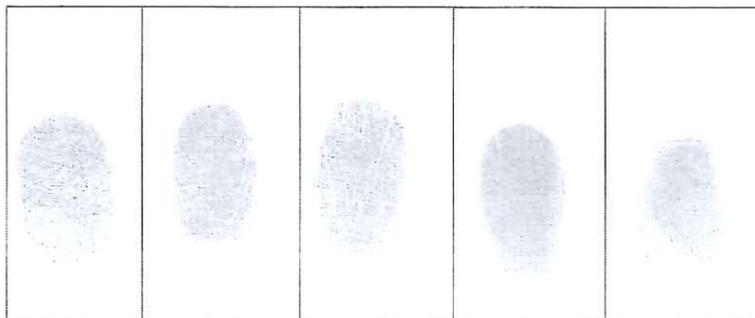


 <i>P Cano</i>	For self and on behalf of the other Lessees as their duly constituted Attorney <i>P Cano</i> <hr/> (PRADNYA ZOIVANT POI CANO)
--	---

Left-hand finger-prints of PRADNYA ZOIVANT POI CANO



Right-hand finger-prints of PRADNYA ZOIVANT POI CANO



[Handwritten signature]

P Cano

P2C

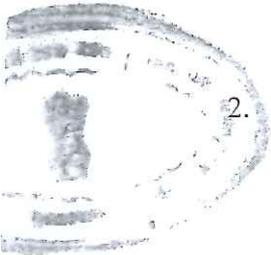


Witnesses:

1. Signature : Sesd.

Name: SANKALP . U. SHET DESSAI

Address: ASSISTANT GEOLOGIST, DIRECTORATE OF MINES & Geology
INSTITUTE OF MENEZES BRAGANZA, GROUND FLOOR,
PANAJI-GOA.



2. Signature : [Signature]

Name: PAVANKUMAR

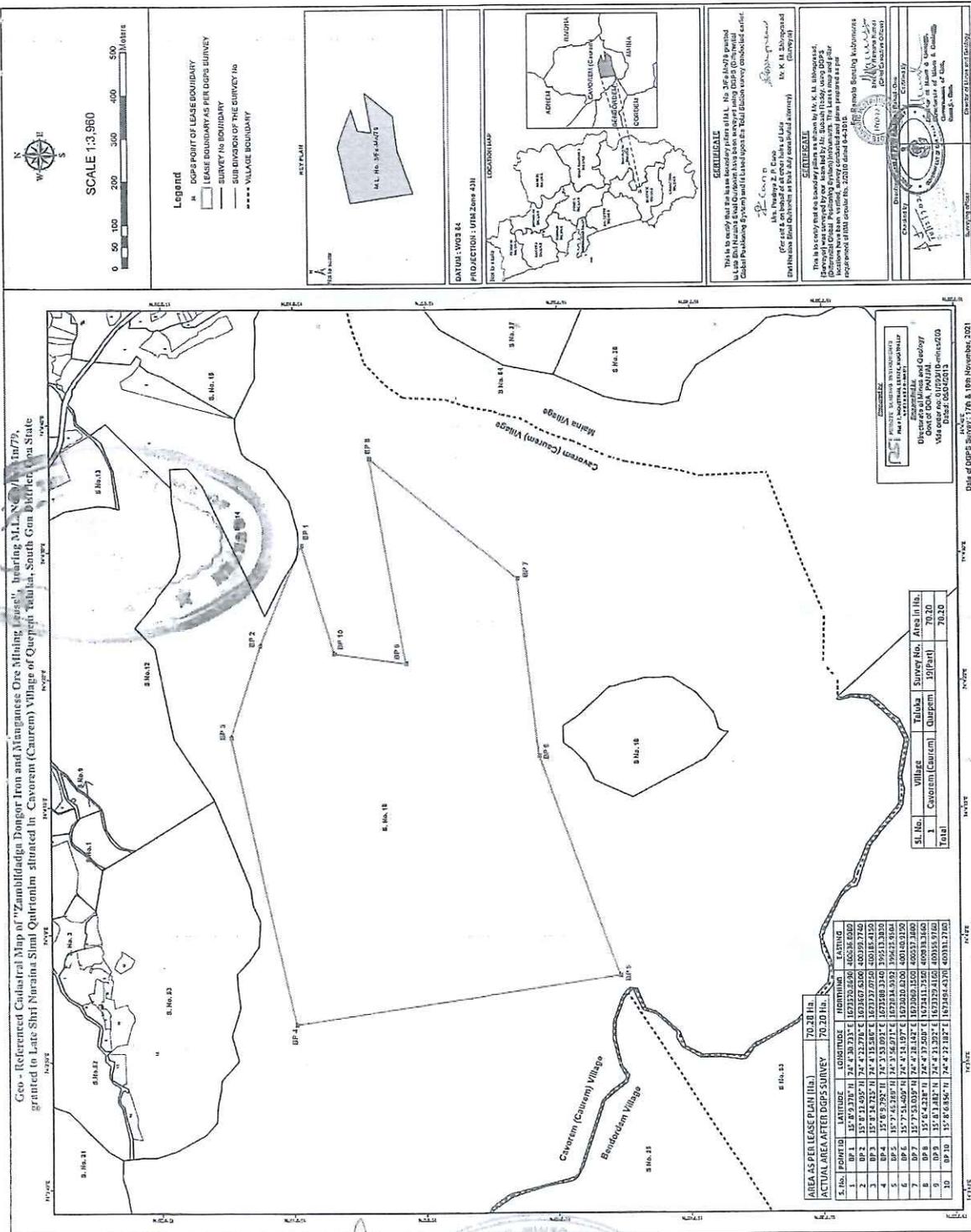
Address: sanquelim, GOA

[Signature]

[Signature] Cano



P2C

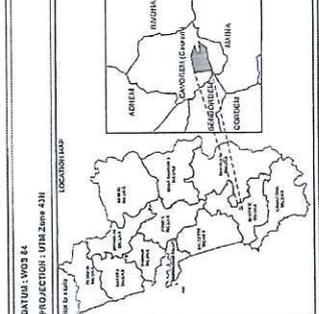
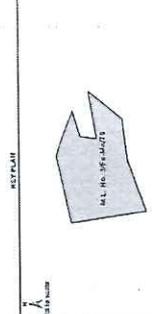


Geo-Referenced Cadastral Map of "Zambildadga Dongor Iron and Manganeses Ore Mining Lease", bearing M.L.No. 114/79 granted to Late Shri Naraina Shri Quirtonim situated in Cavourn (Caurim) Village of Queerim Taluka, South Goa District, Goa State

SCALE 1:3,980

Legend

- DGP'S POINT OF LEASE BOUNDARY
- LEASE BOUNDARY AS PER DGP'S SURVEY
- SURVEY TO BOUNDARY
- SUB DIVISION OF THE SURVEY TO
- VILLAGE BOUNDARY



GENERAL
This is a copy of the boundary plan as shown by M. K. H. Subangas, (Surveyor) who has been surveyed using DGPS (Global Positioning System) and is based upon the Total Station survey conducted earlier.

GENERAL
This is a copy of the boundary plan as shown by M. K. H. Subangas, (Surveyor) who has been surveyed using DGPS (Global Positioning System) and is based upon the Total Station survey conducted earlier.

Mr. Pradyo & P. Enay
Surveyors
10, K. H. Subangas
Bassidobim, Cavourn (Caurim) Taluka, South Goa District, Goa State.

Mr. K. H. Subangas
Surveyor
10, K. H. Subangas
Bassidobim, Cavourn (Caurim) Taluka, South Goa District, Goa State.

Mr. K. H. Subangas
Surveyor
10, K. H. Subangas
Bassidobim, Cavourn (Caurim) Taluka, South Goa District, Goa State.

AREA AS PER LEASE PLAN (Ha.)				70.20 Ha.			
S. No.	POINT ID	LATITUDE	LONGITUDE	POINT ID	LATITUDE	LONGITUDE	AREA
1	DP 1	15° 09' 33.77" N	74° 43' 30.733" E	1023270.550	400338.050		
2	DP 2	15° 09' 33.77" N	74° 43' 30.733" E	1023270.550	400338.050		
3	DP 3	15° 09' 33.77" N	74° 43' 30.733" E	1023270.550	400338.050		
4	DP 4	15° 09' 33.77" N	74° 43' 30.733" E	1023270.550	400338.050		
5	DP 5	15° 09' 33.77" N	74° 43' 30.733" E	1023270.550	400338.050		
6	DP 6	15° 09' 33.77" N	74° 43' 30.733" E	1023270.550	400338.050		
7	DP 7	15° 09' 33.77" N	74° 43' 30.733" E	1023270.550	400338.050		
8	DP 8	15° 09' 33.77" N	74° 43' 30.733" E	1023270.550	400338.050		
9	DP 9	15° 09' 33.77" N	74° 43' 30.733" E	1023270.550	400338.050		
10	DP 10	15° 09' 33.77" N	74° 43' 30.733" E	1023270.550	400338.050		

S. No.	Village	Trials	Survey No.	Area in Ha.
1	Cavourn (Caurim)	10	70.20	70.20
Total				70.20

[Handwritten signature]



P. Cano

P2C



Date of DGPS Survey: 18. & 19th November, 2021



Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Quepem

Print Date & Time : - 08-Mar-2022 11:48:28 am

Document Serial Number :- 2022-QPM-131

Presented at 11:35:38 am on 08-Mar-2022 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Quepem along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	100
2	Processing Fee	1720
Total		1820

Stamp Duty Required :100/-

Stamp Duty Paid : 1000/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Pradnya Zoivant Poi Cano Alias Pradnya Zoivant Pai Cano ,Father Name:Late Naraina Sinai Quirtonim, Age: 43, Marital Status: ,Gender:Female,Occupation: Business, Address1 - House No.600, Sitara Bajaj, Bhawani Sadan, Colmorod, Navelim, Goa 403707, Address2 - , PAN No.: ASYPP2866P			

Executer

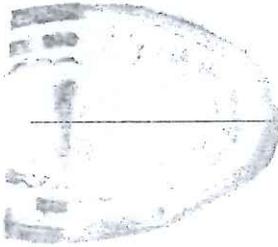
Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Pradnya Zoivant Poi Cano Alias Pradnya Zoivant Pai Cano , Father Name:Late Naraina Sinai Quirtonim, Age: 43, Marital Status: ,Gender:Female,Occupation: Business, House No.600, Sitara Bajaj, Bhawani Sadan, Colmorod, Navelim, Goa 403707, PAN No.: ASYPP2866P , as Power Of Attorney Holder for KALA NARAINA KIRTANI Alias KALA NARAINA QUIRTONIM Alias KALA NARAINA KIRTANY			

Witness:

I/We individually/Collectively recognize the Lessee, Lessor, POA Holder,



Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Bholanath Gajanan Gosavi ,Age: 30,DOB: ,Mobile: 9823593963 ,Email: ,Occupation:Service , Marital status : Married , Address:403504, House No.7/1516, House No.7/1516, Gaonkarwada, Bicholim, Bicholim, NorthGoa, Goa			
2	Name: Srish Pal ,Age: 51,DOB: ,Mobile: 9822161276 ,Email: ,Occupation:Service , Marital status : Married , Address:403521, B/173-B Near Football Ground Alto-Betim Bardez North Goa Goa, B/173-B Near Football Ground Alto-Betim Bardez North Goa Goa, Nerul, Bardez, NorthGoa, Goa			




 Sub Registrar
 REG. REGISTRAR
 QUEPDM

Document Serial Number :- 2022-QPM-131



P2C

Document Serial No:-2022-QPM-131

Book :- 1 Document
Registration Number :- QPM-1-126-2022
Date : 09-Mar-2022



Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Quepem)

REGISTRAR
QUEPEM



P2C

Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED
Office of the Civil Registrar-cum-Sub Registrar, Quepem
REGISTRATION DEPARTMENT. GOVERNMENT OF GOA

Print Date Time:- 08-Mar-2022 11:58:47

Date of Receipt: 08-Mar-2022

Receipt No : 2021-22/5/676

Serial No. of the Document : 2022-QPM-131

Nature of, Document : Lease - 34

Received the following amounts from **Pradnya Zoivant Poi Cano Alias Pradnya Zoivant Pai Cano** for Registration of above Document in Book-1 for the year 2022

Processing Fee	1720	E-Challan	• Challan Number : 202200170020 • CIN Number : IK0BOLPX5	1720
Total Paid	1720 (Rupees One Thousand Seven Hundred And Twenty only)			

Probable date of issue of Registered Document: / /


Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL
Please handover the Registered Document to the person named below
Name of the Person Authorized :

**SUB-REGISTRAR
QUEPEM**

Sorish Pal

Specimen Signature of the Person Authorized

P Cano
Signature of the Presenter

TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT
The Registered Document has been handed over to on Dated **08-Mar-2022**

Signature of the person receiving the Document


Signature of the Sub-Registrar

Sorish Pal
14/03/2022



P2C

ANNEXURE No. 3

Gram : MINESBURO
 Phones : 724648, 724959
 Fax : (0834) 737359



सं. REGD PARCEL
 No. MP/MAN-283/GOA/97-98 ४३६

भारत सरकार
 GOVERNMENT OF INDIA
 खान मंत्रालय
 MINISTRY OF MINES
 भारतीय खान ब्यूरो
 INDIAN BUREAU OF MINES
 मडगांव - गोवा
 MARGAO - GOA

दिनांक

Dated The 16th March 1998.

From : Regional Controller of Mines,
 Indian Bureau of Mines.

To : Shri Naraina Sinai Quirtonim,
 Importers of Spare Parts,
 Engineers & Contractors,
 P.O Box No.284,
 MARGAO - GOA (403 601).

Sub : Approval of Mining Plan in respect of Caurem Iron & Manganese Ore Mine (M.L No.3/FeMn/79) for an area of 70.28 Hects. situated in Survey No.19 (part), Caurem Village, Quepem Taluks, South Goa District of Goa State, submitted under Rule 11 of MCDR, 1988.

Ref : 1) Your letter No.8/60/NSG/97-98 dated 12/13.5.97, submitting draft Mining Plan.
 2) This office letter of even number dated 1.12.97.
 3) Your letter No. Nil dated 22.12.97, submitting final five bound copies of the aforesaid Mining Plan.

Sir,

In exercise of the power conferred by sub-rule (4) of Rule 11 of Mineral Conservation & Development Rules, 1988, I hereby approve the Mining Plan in respect of Caurem Iron & Manganese Ore Mine (M.L No. 3/FeMn/79) for an area of 70.28 Hects, situated in Survey No.19 (part), Caurem Village, Quepem Taluka, South Goa District of Goa State. This approval is subject to the following conditions :-

- 1) This Mining Plan is approved without prejudice to any other laws applicable to the mine/area from time to time, whether made by the Central Government, State Government or any other authority.
- 2) It is further clarified that this approval of the Mining Plan under Rule 11 is subject to the provisions of Forest (Conservation) Act, 1980, Forest Conservation Rule 1981 and other relevant statutes, orders and guide-lines as may be applicable to the lease area from time to time.



..... 2

- 3) The Mining Plan is approved without prejudice to any order or direction from any court or competent jurisdiction.
- 4) It is also clarified that the approval of your aforesaid Mining Plan does not in any way imply the approval of the Government in terms of any other provision of Mines & Minerals (Regulation and Development) Act, 1957, the Mineral Concession Rules, 1960, and the rules framed thereunder or any other laws including Forest (Conservation) Act, 1980.
- 5) If no permission is received to extend mining operations in the Forest Area from Competent Authorities and the workings have reached the allowable limits, the mine owners may submit a modified Mining Plan under Rule 10 of MCDR, 1988.
- 6) "Your attention is invited to the Supreme Court Interim Order in W.P (C) No. 202 dated 12.12.96 for compliance. The approval of the Mining Plan, is therefore, issued without prejudice to and is subject to the said directions of the Supreme Court, as applicable in your case."

Yours faithfully,

Ashok Kumar

(ASHOK KUMAR)

Regional Controller of Mines.

Encls : A copy of the approved
Mining Plan containing
37 pages, 8 Annexures
& 13 Plates.

Copy for information to Shri R.C Gandhe, Yeshwant Prione Apartments,
Mangor Hills, Vasco-da-Gama, Goa - 403 802.

(ASHOK KUMAR)

Regional Controller of Mines.





भारत सरकार
GOVERNMENT OF INDIA
खान मंत्रालय
MINISTRY OF MINES
भारतीय खान ब्यूरो
INDIAN BUREAU OF MINES

REGD. PARCEL



क्षेत्रीय खान नियंत्रक का कार्यालय
Office of the Regional Controller of Mines

No. MSH/ MAN-76/GOA/2003-04

Date : 10/07/2003

Smt. Kala Naraina Sinai Quirtonim,
P.O. Box No. 284,
Margao-Goa (403 601)

Sub.: Approval of Mining Scheme in respect of your "Cavrem" Mine (M.L. No. 3/FeMn/79) for an area of 70.28 ha. situated in Cavrem village, Quepem taluka, South Goa district of Goa state.

- Ref.: (i) Your letter No. Nil dtd. 20.05.2003, submitting two copies of draft Mining Scheme of aforesaid mine.
(ii) This office letter of even number dated 27.05.2003.
(iii) Your letter No. Nil dated 26/27.06.2003, submitting final bound copies of modified Mining Scheme of aforesaid mine.

Madam,

In exercise of the powers conferred by sub-rule (4) of Rule 12 of the Mineral Conservation & Development Rules, 1988, I hereby approve the Mining Scheme in respect of your aforesaid mine. This approval is subject to the following conditions:

- 1) This Mining Scheme is approved without prejudice to any other laws applicable to the mine/area from time to time whether made by the Central Government, State Government or any other Authority.
- 2) The Mining Scheme is approved without prejudice to any order or direction from any court of competent jurisdiction.
- 3) It is also clarified that the approval of your aforesaid Mining Scheme does not in any way imply the approval of the Government in terms of any other provisions of the Mines and Minerals (Development & Regulation) Act, 1957 as amended or the rules framed there under and any other laws including Environment Protection Act, 1986 and the rules framed there under including any notifications regarding Protection of Wild Life Sanctuary etc..
- 4) It is further clarified that this approval of the Mining Scheme is subject to the provision of Forest (Conservation) Act, 1980, Forest Conservation Rules, 1981 and other relevant statute, orders and guidelines as may be applicable to the lease area from time to time.

Contd 2/-

Directorate of Industries
and Mines 2245

Inward No. 20/8/03
Date 20/8/03

New National Highway
Near Alem Breweries Ltd.
P.O. FATORDA-403 602 MARGAO (GOA)

Tel.:0832-2741758(Fax),2741757,2741756 (TMIS)
e-mail : rcomgoa@goatelecom.com
Gram : MINESBURO



P2C

- 5) Your attention is invited to the Hon'ble Supreme Court's Interim Order on WPC No. 202 dated 12.12.96 for compliance. The approval of this Mining Scheme is, therefore, issued without prejudice to and is subject to the said direction of the Hon'ble Supreme Court, as applicable in your case.
- 6) This approval of Mining Scheme is subject to the condition that you should submit mine closure plan under Rule 23A of the Mineral Conservation and Development Rules, 1988 as a part/component of the Mining Scheme at the earliest.
- 7) The comments suggested by the Director of Mines Safety, Margao on safety precautions and other provisions, if any, will be communicated to you as and when received. Same must be taken care of while implementing the Mining Scheme.

Yours faithfully,

Encl : A copy of approved
Mining Scheme containing
26 Pages of Text, 01 Annexures &
09 Plates

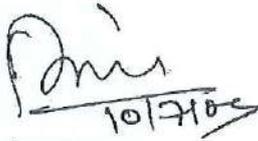
Sd/-
(Ranjan Sahai)
Regional Controller of Mines

Copy forwarded for information to: Shri. Anand Lele, A-9, Bansai Plaza, Curchorem, Goa-403 706.

Sd/-
(Ranjan Sahai)
Regional Controller of Mines

पहले दो प्रतियों पर नहीं है।
प्रतिलिपी सूचनार्थ प्रेषित :-

- 1) खान नियंत्रक (द. ऑ.), भारतीय खान ब्यूरो, बेंगलोर-22 को अनुमोदित खनन अधियोजना के साथ ।
- 2) निदेशक, खान सुरक्षा, फातिमा बिल्डिंग, मडगांव गोवा - 403601 को अनुमोदित खनन अधियोजना के साथ ।
उन्से अनुरोध है कि यदि कोई टिप्पणी हो तो आगे की कार्रवाई के लिए पार्टी से संपर्क करने हेतु 50 दिनों के अंदर इस कार्यालय को भेजे ।
- 3) निदेशक, उद्योग और खान निदेशालय, गोवा सरकार, खान स्कंध, उद्योग भवन, पणजी-गोवा को अनुमोदित खनन अधियोजना के साथ ।
- 4) मान्यता प्राप्त योग्य व्यक्ति की मिसिल / खान मिसिल / गार्ड मिसिल हेतु ।


10/7/08
(रंजन सहाय)
क्षेत्रीय खान नियंत्रक

CI.4/vvt/APRms/118-119



BY REGD. A/D



भारत सरकार / GOVERNMENT OF INDIA
खान मंत्रालय / MINISTRY OF MINES
भारतीय खान ब्यूरो / INDIAN BUREAU OF MINES
पो. फातोर्डा, मडगांव - गोवा 403 602 / P. O: Fatorda, Margao, Goa - 403 602



Tel: (O) 0832 - 2741758 (D),
2741757 (PBX)
(R) 0832 - 2741755
Fax: 0832 - 2741758
Email: rcomgoa@sancharnet.in
ibmgoa@sancharnet.in

No. MSH/MAN-76/GOA/2003-04 Vol-I

Date:- 22 / 06 / 2007

Smt. Kala N. Kirtani,
Mathura, House No.- 1153,
Near Apna Bazar,
Alto-Aquem, Margao,
GOA - 403 601

Sub: **Approval of Modifications in Approved Mining Scheme with PMCP in respect of your Zamblidada Dongar Mine (M. L. No. 3/FeMn/79) for an area of 70.28 Ha. situated in Caurem-Village, Quepem-Taluka, South Goa -District of Goa State.**

Ref.: (i) Your letter No. Nil dtd. 30.04.2007 submitting two draft copies of Modifications in Approved Mining Scheme with PMCP in respect of aforesaid mine.
(ii) This office letter of even number dated 15.05.2007.
(iii) Your letter No. Nil dated 20.06.2007 submitting five bound copies of Modified Mining Scheme alongwith PMCP and Bank Guarantee for Rs. 1,00,000/- bearing Guarantee No. CBOP-MRG-050/A dated 14.06.2007 valid upto 10/07/2007 from The Centurion Bank of Punjab Ltd., Margao Branch, Goa.

Madam,

In exercise of the powers conferred by sub-rule (2) of Rule 10 of the Mineral conservation & Development Rules, 1988, I hereby approve the modifications to the extent proposed in this modifications of approved Mining Scheme earlier approved vide letter no. MSH/MAN-76/GOA/2003-04 dated 10/07/2003. This approval is subject to the following conditions :

- (1) The conditions at Sl. No. 1 to 5 and 7 already levied in the earlier letter of approval of Mining Scheme dated 10.07.2003 remains unchanged.
- (2) A copy of the EIA & EMP report as approved by the Ministry of Environment & Forest, New Delhi, should be submitted to this office within a month of approval alongwith a copy of their approval letter.
- (3) This department does not undertake any responsibility regarding correctness of the boundaries of the lease area shown on the ground with reference to lease map & other plans furnished by the applicant/lessee.

.....2/-



- (4) The external dumping beyond lease area is subject to permission obtained from every concerned / affected Authority / Society. Due safety & environmental safeguards should be undertaken as prescribed by the Competent Authorities in this regard.
- (5) Regular monitoring of benches, pit slope & dumping operations should be carried out against any ground movement.
- (6) Yearly report as required under rule 23E(2) of MCDR '88 setting forth the extent of protective and rehabilitative works carried out as envisaged in the approved progressive mine closure plan and if there is any deviations, reasons thereof shall be submitted before 1st July of every year.
- (7) The Validity period of the Financial Assurance should be renewed before the expiry of the same & should be submitted to this office.

Encls : A copy of Modifications in Approved Mining Scheme.

Yours faithfully,

Sd/-

(रंजन सहाय / Ranjan Sahai)
खान नियंत्रक (मध्यांचल) एवं प्रभारी, गोवा क्षेत्रीय कार्यालय
Controller of Mines (CZ) & In-charge Goa Regional Office

✓ Copy without enclosure forwarded for information to :- Shri. B. S. Nargund, Flat No. 1, First Floor, De Costa Mansion, Near Cada Hall, Curchorem, Goa - 403 706.

Ranjan Sahai
22/6/09

(रंजन सहाय / Ranjan Sahai)
खान नियंत्रक (मध्यांचल) एवं प्रभारी, गोवा क्षेत्रीय कार्यालय
Controller of Mines (CZ) & In-charge Goa Regional Office



P2C

भारत सरकार/ GOVERNMENT OF INDIA
खान मंत्रालय/ MINISTRY OF MINES
भारतीय खान ब्यूरो/ INDIAN BUREAU OF MINES
खान नियंत्रक (दक्षिण अंचल) का कार्यालय

OFFICE OF THE CONTROLLER OF MINES (SOUTH ZONE)

Fax: (080) 23373287
Tel: (080) 23373287/ 23375366-67
E-mail: comsz@rediffmail.com

29, Industrial Suburb, II Stage,
Tumkur Road, Goragumtapalya,
Yeshwanthpur, Bangalore- 560 022.

Date: 04.05.2010

No. MS/SG/GOA /FeMn-46-SZ / 814
To

✓ Mrs. Kala N.S.Kirtany
(Legal heir of Late Narayan Sinai Kirtani)
House No.1153, Mathura,
Near Apna Bazar, Aquem-Alto-Margao,
Goa-403 601.

Sub: Approval of Scheme of Mining (including Progressive Mine Closure Plan) in respect of your Zamblidadga Dongor Iron & Manganese ore Mine over an extent of 70.28ha in Cairam Village, Qupem Taluka, South Goa District, Goa state submitted under Rule-12 of MCDR, 1988.

Ref: Your letter No. Nil dated 06.04.2010 submitting the final copies of Scheme of Mining.

Madam,

In exercise of the power conferred by sub rule (4) of Rule-12 of Mineral Conservation and Development Rules, 1988, I hereby approve the aforesaid Scheme of Mining (including Progressive Mine Closure Plan). This approval is subject to the following conditions:

- (1) The Scheme of Mining (including Progressive Mine Closure Plan) is approved without prejudice to any other law applicable to the area from time to time whether made by the Central Government, State Government or any other authority.
- (2) The Scheme of Mining (including Progressive Mine Closure Plan) is approved without prejudice to any order or direction from any court of competent jurisdiction.
- (3) It is also clarified that the approval of your aforesaid Scheme of Mining (including Progressive Mine Closure Plan) does not in any way imply the approval of the Government in terms of any other provision of the Mines and Minerals (Development & Regulation) Act, 1957, or the rules framed there under and any other law.
- (4) It is further clarified that the approval of the Scheme of Mining (including Progressive Mine Closure Plan) is subject to the provision of Forest (Conservation) Act, 1980, Forest Conservation Rules, 2003 and other relevant statutes, orders and guidelines as may be applicable to the lease area from time to time.
- (5) Your attention is invited to the Hon'ble Supreme Court's Interim Order on WP(C) No.202 dated 12.12.1996 for compliance. The approval of this Mining Plan (including Progressive Mine Closure Plan) is therefore, issued without prejudice to and is subject to the said direction of the Hon'ble Supreme Court as applicable in your case.
- (6) Provisions of the Mines Act, 1952 and Rule & Regulations made there under including submission of notice of opening, appointment of manager and other statutory officials as required by the Mines Act, 1952 shall be complied with.
- (7) The execution of mining plan/ scheme of mining shall be subjected to vacation of prohibitory orders/ notices, if any.

Contd.....2



No. MS/SG/GOA /FeMn-46-SZ

- (8) The Environmental Monitoring Cell of the Company shall continue monitoring ambient air quality, dust fall rate, water quality, soil sample analysis and noise level measurements on various stations established for the purpose both in the core zone and buffer zone, as per Department of Environment guidelines and keeping in view IBM's Circular No. 3/92, season-wise every year or by engaging preferably the services of an Environmental laboratory approved by MOEF/ CPCB. The data so generated shall be maintained in a bound paged register kept for the purpose and the same shall be made available to the inspecting officer on demand.
- (9) If anything is found to be concealed as required by the Mines Act in the contents of Scheme of Mining and the proposal for rectification has not been made, the approval shall be deemed to have been withdrawn with immediate effect further at any stage, if it is observed that the information furnished in the document are incorrect or misrepresent facts, the approval of the document shall be revoked with immediate effect.
- (10) The validity period of the financial assurance should be renewed before the expiry of the same and should be submitted to the Regional Controller of Mines, Indian Bureau of Mines, Goa, under intimation to this office.
- (11) A yearly report shall be submitted to the Regl. Controller of Mines, Indian Bureau of Mines, Goa before 1st July of every year setting forth the extent of protective and rehabilitative works carried out as envisaged in the approved mine closure plan.
- (12) Since the mining lease falls within a radius of 10kms of National Park/ sanctuary, recommendations of NBWL have to be obtained as per the Order of Hon'ble Supreme Court in I.A.No 460/2004.
- (13) A copy of EIA/ EMP report, approved by MOEF, New Delhi, should be submitted to this office as well as to the Regional Controller of Mines, Indian Bureau of Mines, Goa, within one month of its approval along with a copy of their approval letter.
- (14) This department does not undertake any responsibility regarding correctness of the boundaries of the lease area shown on the ground with reference to lease map & other plans furnished by the applicant/lessee.

Encls: One copy of the approved Scheme of Mining
(including Progressive Mine Closure Plan).

Yours faithfully,

R.K. Sinha 415/10
(R.K. SINHA)

खान नियंत्रक (द.आं.)

Controller of Mines (SZ)

Copy for kind information to:

- (a) Shri K.Kantharaj, RQP, METAMORPHOSIS, 2nd Cross, Near Akshaya Hospital, Ashoka Nagar, Tumkur-572-102.
- (b) Chief Controller of Mines, IBM, Nagpur-1
- (c) The Director of Mines Safety, Fatima Building, Margao, Goa along with a copy of approved Scheme of Mining (including Progressive Mine Closure Plan).
- (d) The Regional Controller of Mines, IBM, Goa, along with a copy of the approved Scheme of Mining (including Progressive Mine Closure Plan) for further follow up.
- (e) The Director of Industries & Mines, Govt. of Goa, Mining Wing, Udyog Bhavan Panaji, Goa PIN- 403 001 approved Scheme of Mining (including Progressive Mine Closure Plan).

Encl: As above

(R.K. SINHA)

खान नियंत्रक (द.आं.)

Controller of Mines (SZ)



भारत सरकार/ GOVERNMENT OF INDIA
खान मंत्रालय/ MINISTRY OF MINES
भारतीय खान ब्यूरो/ INDIAN BUREAU OF MINES
खान नियंत्रक (दक्षिण आंचल) का कार्यालय

OFFICE OF THE CONTROLLER OF MINES (SOUTH ZONE)

Fax: (080) 23373287
Tel: (080) 23375365/ 23375366-67
E-mail: zo.bangalore@ibm.gov.in

29, Industrial Suburb, II Stage,
Tumkur Road, Goraguntapalya,
Yeshwanthpur, Bangalore- 560 022.

Date: 05.12.2012

No. MS/SG/GOA/FeMn-65-SZ

To,

Mrs. Kala N.S. Kirtani
Legal Heir of Late Naraiyan Sinai Kirtani,
House No.1153, Mathura,
Near Apna Bazar,
Aquem-Alto-MargaopGoa-403 601.

Sub: Approval of Scheme of Mining (including Progressive Mine Closure Plan) in respect of your Zamblidaga Dongor Iron and Manganese Ore Mine (ML.No.03/FeMn/79) over an area of 70.28Ha situated in Caurem village, Quepem Taluka, South Goa Dist. Goa state submitted under Rule 12 (3) of MCDR, 1988.

Ref: Your POA Holder letter no ZDmn-HQ-TS-IBM-002-004-12 dated 14.09.2012 submitting the final copies of Scheme of Mining (including Progressive Mine Closure Plan).

Madam,

In exercise of the power conferred by sub rule (4) of Rule 12 of Mineral Conservation and Development Rules, 1988, I hereby approve the aforesaid Scheme of Mining (including Progressive Mine Closure Plan). This approval is subject to the following conditions:

- (1) The Scheme of Mining (including Progressive Mine Closure Plan) is approved without prejudice to any other law applicable to the area from time to time whether made by the Central Government, State Government or any other authority.
- (2) The Scheme of Mining (including Progressive Mine Closure Plan) is approved without prejudice to any order or direction from any court of competent jurisdiction.
- (3) It is also clarified that the approval of your aforesaid Scheme of Mining (including Progressive Mine Closure Plan) does not in any way imply the approval of the Government in terms of any other provision of the Mines and Minerals (Development & Regulation) Act, 1957, or the rules framed there under and any other law.
- (4) It is further clarified that the approval of the Scheme of Mining (including Progressive Mine Closure Plan) is subject to the provision of Forest (Conservation) Act, 1980, Forest Conservation Rules, 2003 and other relevant statutes, orders and guidelines as may be applicable to the lease area from time to time.
- (5) Your attention is invited to the Hon'ble Supreme Court's Interim Order on WP(C) No.202 dated 12.12.1996 for compliance. The approval of the Scheme of Mining (including Progressive Mine Closure Plan) is therefore, issued without prejudice to and is subject to the said direction of the Hon'ble Supreme Court as applicable in your case.
- (6) A copy of EIA/ EMP report, approved by MOEF, New Delhi, should be submitted to this office as well as to the Regional Controller of Mines, Indian Bureau of Mines, Goa, within one month of its approval along with a copy of their approval letter.
- (7) Provisions of the Mines Act, 1952 and Rule & Regulations made there under including submission of notice of opening, appointment of manager and other statutory officials as required by the Mines Act, 1952 shall be complied with.



No. MS/SG/GOA/FeMn-65-SZ

- (8) The execution of mining plan/ scheme of mining shall be subjected to vacation of prohibitory orders/ notices, if any.
- (9) The Environmental Monitoring Cell of the Company shall continue monitoring ambient air quality, dust fall rate, water quality, soil sample analysis and noise level measurements on various stations established for the purpose both in the core zone and buffer zone, as per Department of Environment guidelines and keeping in view IBM's Circular No. 3/92, season-wise every year or by engaging preferably the services of an Environmental laboratory approved by MOEF/ CPCB. The data so generated shall be maintained in a bound paged register kept for the purpose and the same shall be made available to the inspecting officer on demand.
- (10) If anything is found to be concealed as required by the Mines Act in the contents of Scheme of Mining and the proposal for rectification has not been made, the approval shall be deemed to have been withdrawn with immediate effect, further at any stage, if it is observed that the information furnished in the document are incorrect or misrepresent facts, the approval of the document shall be revoked with immediate effect.
- (11) The validity period of the financial assurance should be renewed before the expiry of the same and should be submitted to the Regional Controller of Mines, Indian Bureau of Mines, Goa, under intimation to this office.
- (12) A yearly report shall be submitted to the Regl. Controller of Mines, Indian Bureau of Mines, Goa before 1st July of every year setting forth the extent of protective and rehabilitative works carried out as envisaged in the approved mine closure plan
- (13) In case the mining lease falls within radius of 10 kms of National Park/ sanctuary, recommendations of NBWL have to be obtained as per the Order of Hon'ble Supreme Court in I.A.No 460/2004.
- (14) This department does not undertake any responsibility regarding fixing of boundary pillars on the ground & correctness of the boundaries of the lease area shown on the ground with reference to lease map & other plans furnished by the applicant/lessee.
- (15) The contents of Circular No 2/2010 issued by the Chief Controller of Mines, Indian Bureau of Mines, Nagpur vide his letter No- 11013/3/MP/90-CCOM VOL-VII dated 06.04.2010 shall be complied with, within a period of six months from the date of approval of this document failing which the approval shall be deemed to have been withdrawn.
- (16) The Scheme of Mining is approved for proposals contained therein and as applicable from the date of approval of the document for the mining activities to be carried out within the mining leasehold.

Encls: One copy of the approved Scheme of Mining
(Including Progressive Mine Closure Plan).

Yours faithfully,

R.K. Sinha
(R.K.SINHA)

खान नियंत्रक (द.आं.)

Controller of Mines (SZ)

Copy for kind information to:

- (a) Shri K.Kantraj, RQP Metamorphosis, KSF Bhavan, 1 Floor, 4th Main, 2nd Block, 2nd Cross, Kuvempu Nagar, Tumkur 572 103.
- (b) Chief Controller of Mines, Indian Bureau of Mines, Indira Bhavan, Civil Lines, Nagpur.1
- (c) The Director of Mines Safety, Fatima Building, Margao, Goa State along with a copy of the approved Scheme of Mining (including Progressive Mine Closure Plan).
- (d) The Regional Controller of Mines, IBM, Goa, along with a copy of the approved Scheme of Mining (including Progressive Mine Closure Plan) for further follow up.
- (e) The Director of Industries & Mines, Govt. of Goa, Mining Wing, Udyog Bhavan Panaji, Goa PIN- 403 001.

Encl: As above

(R.K.SINHA)

खान नियंत्रक (द.आं.)

Controller of Mines (SZ)



BY REGISTERED PARCEL



भारत सरकार/Government of India

खान मंत्रालय/Ministry of Mines

भारतीय खान ब्यूरो/Indian Bureau of Mines

क्षेत्रीय खान नियंत्रक, गोवा का कार्यालय/Office of the RCOM, Goa



Phone No.: (0832)-2741757
Fax No. : (0832)-2741758
E-mail : ro.goa@ibm.gov.in

Opp. R.T.O. Office,
P.O. FATORDA - 403 602,
MARGAO - GOA.

No. RMP/MECH-65/GOA/2021-22

Date: 14.03.2022

Smt. Pradnya Zoivant Poi Cano
For self and on behalf of all other heirs of
Late Shri Naraina Sinai Quirtonim as
Their duly constituted attorney,
Mathura, H.No. 1153,
Aquem, Alto, Margao, Goa
403 601

Sub: Approval of Review & Updation of Mining Plan with Progressive Mine Closure Plan in respect of your Zamblidadga Dongor Iron & Manganese ore Mine (M. L. No. 3/Fe-Mn/79) over an area of 70.20 Ha. situated in Caurem Village, Quepem Taluka, South Goa District of Goa State submitted under Rule 17(2) of MCR'2016.

- Ref:** (i) Your e-mail dated 25.01.2022 attaching soft draft copy of the Review & Updation of Mining Plan with PMCP in respect of aforesaid mine.
(ii) This office letter of even no. dated 16.02.2022.
(iii) Your letter No. Nil dated 02.03.2022 submitting three bound copies of modified document i.r.o. aforesaid mine.
(iv) Your letter No. Nil dated 02.03.2022 submitting Bank Guarantee for an amount of Rs.1,41,50,000.00/- dated 18.02.2022 & valid upto 31.03.2027 from HDFC Bank Ltd, Margao, Goa Branch.

Madam,

In exercise of the powers conferred by clause (b) of sub-section (2) of section 5 of the Mines & Minerals (Development & Regulation) Act, 1957 read with Government of India Order No. S.O.1857(E) dated 18.05.2016; I hereby **APPROVE** the Review & Updation of Mining Plan including Progressive Mine Closure Plan in respect of your Zamblidadga Dongor Iron & Manganese ore Mine (M. L. No. 3/Fe-Mn/79) over an area of 70.20 Ha. situated in Caurem Village, Quepem Taluka, South Goa District of Goa State submitted under Rule 17(2) of Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016. This approval is subject to the following conditions:-

2/-

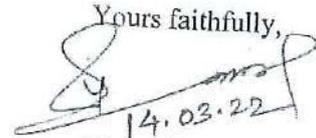


P2C

1. That the Review & Updation of Mining Plan is approved without prejudice to any other Law applicable to the mine area from time to time whether made by the Central Government, State Government or any other authority and without prejudice to any order or direction from any court of competent jurisdiction.
2. The proposals shown on the plates and / or given in the document is based on the lease map / sketch submitted by the applicant / lessee and is applicable from the date of approval.
3. It is clarified that the approval of aforesaid Review & Updation of Mining Plan does not in any way imply the approval of the Government in terms of any other provisions of Mines & Minerals (Development & Regulation) Act, 1957 or the Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016 and any other laws including Forest (Conservation) Act, 1980, Environment (Protection) Act, 1986 or the rules made there under, Mines Act, 1952 and Rules and Regulations made thereunder.
4. Indian Bureau of Mines has not undertaken verification of the mining lease boundary on the ground and does not undertake any responsibility regarding correctness of the boundaries of the leasehold shown on the ground with reference to lease map & other plans furnished by the applicant / lessee.
5. At any stage, if it is observed that the information furnished, data incorporated in the document are incorrect or misrepresent facts, the approval of the document shall be revoked with immediate effect.
6. The validity of the financial assurance shall be renewed before the expiry of the same and should be submitted to this office.
7. This approval is given for the proposal from financial year 2022-23 to 2026-27.
8. Next Review of Mining Plan shall be submitted on or before 1st October 2026.
9. Fine / Additional fine incurred, if any, as per statutes [MCR(Fourth Amendment) Rule'2021 / MCD (Amendment) Rule' 2021] may be invoked at a later date and Lessee / Applicant will be liable to pay the same.

Encl: One copy of Approved Review
& Updation of Mining Plan

Yours faithfully,


14.03.22

(Prem Prakash)
Deputy Controller of Mines & Officer Incharge
Indian Bureau of Mines, Goa

3/-



GOA STATE ENVIRONMENT IMPACT ASSESSMENT AUTHORITY
 Constituted by the Ministry of Environment, Forest and Climate Change,
 Government of India
 C/o Department of Environment and Climate Change
 4th Floor, Dempo Towers, Patto Panaji Goa - 403001.
 e-mail: goaseac@gmail.com

No. GA/ToR/0044/2022/204

Date: 31/03/2022

To,
**Zamblidadga Dongor Iron
 and Manganese Ore Mine (M.L. No.3/FeMn/79)**
 Caurem, Quepem Goa.

**Sub: Issuance of Terms of Reference(s) - ToR's to conduct rapid EIA study for
 Zamblidadga Dongor Iron and Manganese Ore Mine (M.L. No.3/FeMn/79)
 at Caurem village, Quepem South - Goa reg.**

Ref: Proposal No: SIA/GA/MIN/73059/2022.
Project category: B1

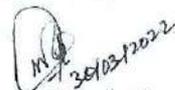
Sir,

With reference to your proposal No.SIA/GA/MIN/73059/2022 matter pertaining to issuance of Terms of Reference (ToR's) for conducting the Environment Impact Assessment (EIA) study for proposed area 70.20 hectares under schedule 1(a) minning of minerals project at, Caurem village, Quepem Goa this is to inform you that the said communication was taken up for discussion/ deliberation during 147th Goa State Expert Appraisal Committee(Goa SEAC) meeting held on 11th March 2022 and also Goa State Environment Impact Assessment Authority (GSEIAA) has deliberated your proposal in their 74th meeting that was held on 16/03/2022.

The Project Proponent (PP) is required to conduct EIA study with public consultation for the proposed area of 70.20 hectares for Iron and Manganese Ore Mine project at Caurem village, Quepem South - Goa, as per the Notification issued by the MoEF&CC dated 14th August 2018.

Accordingly the ToR's are enclosed herewith (refer Annexure - I) to enable the Project Proponent (PP) to initiate EIA study.

Yours faithfully


 (Dasharath M Redkar)
 Director (Env. &CC) &
 Member Secretary, Goa-SEIAA

Encl: As Above.



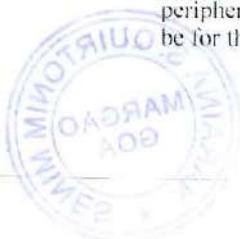
Annexure -I

Terms of Reference for Environmental Impact Assessment

Standard terms of reference for conducting environment impact assessment study for non-coal mining projects and information to be included in EIA/EMP report requiring environmental clearance under EIA notification, 2006 issued by ministry of environment, forest and climate change dated April 2015

ToR under General Conditions.

1. Year-wise production details since 1994 should be given, clearly stating the highest production achieved in any one year prior to 1994. It may also be categorically informed whether there had been any increase in production after the EIA Notification 1994 came into force, w.r.t. the highest production achieved prior to 1994.
2. A copy of the document in support of the fact that the Proponent is the rightful lessee of the mine should be given.
3. All documents including approved mine plan, ELA and Public Hearing should be compatible with one another in terms of the mine lease area, production levels, waste generation and its management, mining technology etc. and should be in the name of the lessee.
4. All corner coordinates of the mine lease area, superimposed on a High Resolution Imagery/toposheet, topographic sheet, geomorphology and geology of the area should be provided. Such an Imagery of the proposed area should clearly show the land use and other ecological features of the study area(core and buffer zone).
5. Information should be provided in Survey of India Toposheet in 1:50,000 scale indicating geological map of the area, geomorphology of land forms of the area, existing minerals and mining history of the area, important water bodies, streams and rivers and soil characteristics.
6. Details about the land proposed for mining activities should be given with information as to whether mining conforms to the land use policy of the State; land diversion for mining should have approval from State land use board or the concerned authority.
7. It should be clearly stated whether the proponent Company has a well laid down Environment Policy approved by its Board of Directors? If so, it may be spelt out in the EIA Report with description of the prescribed operating process/procedures to bring into focus any infringement/deviation/ violation of the environmental or forest norms/ conditions? The hierarchical system or administrative order of the Company to deal with the environmental issues and for ensuring compliance with the EC conditions may also be given. The system of reporting of non-compliances / violations of environmental norms to the Board of Directors of the Company and/or shareholders or stakeholders at large, may also be detailed in the EIA Report.
8. Issues relating to Mine Safety, including subsidence study in case of underground mining and slope study in case of open cast mining, blasting study etc. should be detailed. The proposed safeguard measures in each case should also be provided.
9. The study area will comprise of 10 km zone around the mine lease from lease periphery and the data contained in the EIA such as waste generation etc. should be for the life of the mine/lease period.



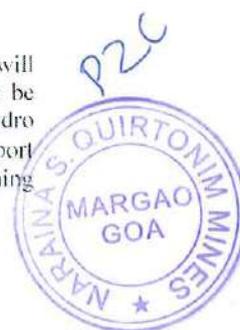
10. Land use of the study area forest area, agricultural land, grazing land, wildlife sanctuary, national park, migratory routes of fauna, water bodies, human settlements and other ecological features should be indicated. Land use plan of the mine lease area should be prepared to encompass preoperational, operational and post operational phases and submitted. Impact, if any, of change of land use should be given.
11. Details of the land for any Over Burden Dumps outside the mine lease, such as extent of land area, distance from mine lease, its land use, R&R issues, if any, should be given.
12. A Certificate from the Competent Authority in the State Forest Department should be provided, confirming the involvement of forest land, if any, in the project area. In the event of any contrary claim by the Project Proponent regarding the status of forests, the site may be inspected by the State Forest Department along with the Regional Office of the Ministry to ascertain the status of forests, based on which, the Certificate in this regard as mentioned above be issued. In all such cases, it would be desirable for representative of the State Forest Department to assist the Expert Appraisal Committees.
13. Status of forestry clearance for the broken up area and virgin forestland involved in the Project including deposition of net present value (NPV) and compensatory afforestation (CA) should be indicated. A copy of the forestry clearance should also be furnished.
14. Implementation status of recognition of forest rights under the Scheduled Tribes and other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 should be indicated.
15. The vegetation in the RF/PF areas in the study area, with necessary details, should be given.
16. A study shall be got done to ascertain the impact of the Mining Project on wildlife of the study area and details furnished. Impact of the project on the wildlife in the surrounding and any other protected area and accordingly, detailed mitigative measures required, should be worked out with cost implications and submitted.
17. Location of National Parks, Sanctuaries, Biosphere Reserves, Wildlife Corridors, Ramsar site Tiger/ Elephant Reserves/(existing as well as proposed), if any, within 10 km of the mine lease should be clearly indicated, supported by a location map duly authenticated by Chief Wildlife Warden. Necessary clearance, as may be applicable to such projects due to proximity of the ecologically sensitive areas as mentioned above, should be obtained from the Standing Committee of National Board of Wildlife and copy furnished.
18. A detailed biological study of the study area [core zone and buffer zone (10 km radius of the periphery of the mine lease)] shall be carried out. Details of flora and fauna, endangered, endemic and RET Species duly authenticated, separately for core and buffer zone should be furnished based on such primary field survey, clearly indicating the Schedule of the fauna present. In case of any scheduled-I fauna found in the study area, the necessary plan alongwith budgetary provisions for their conservation should be prepared in consultation with State Forest and Wildlife Department and details furnished. Necessary allocation of funds for implementing the same should be made as part of the project cost.
19. Proximity to Areas declared as 'Critically Polluted' or the Project areas likely to come, under the 'Aravali Range', (attracting court restrictions for mining operations), should also be indicated and where so required, clearance certifications from the prescribed Authorities, such as the SPCB or State Mining



P2C

Department should be secured and furnished to the effect that the proposed mining activities could be considered.

20. Similarly, for coastal Projects. A CRZ map duly authenticated by one of the authorized agencies demarcating LTL, HTL, CRZ area, location of the mine lease w.r.t CRZ, coastal features such as mangroves, if any, should be furnished. (Note: The Mining Projects falling under CRZ would also need to obtain approval of the concerned Coastal Zone Management Authority).
21. R&R Plan/compensation details for the Project Affected People (PAP) should be furnished. While preparing the R&R Plan, the relevant State/National Rehabilitation & Resettlement Policy should be kept in view. In respect of SCs /STs and other weaker sections of the society in the study area, anecd based sample survey, family-wise, should be undertaken to assess their requirements, and action programmes prepared and submitted accordingly, integrating the sectoral programmes of line departments of the State Government. It may be clearly brought out whether the village(s) located in the mine lease area will be shifted or not. The issues relating to shifting of village(s) including their R&R and socio-economic aspects should be discussed in the Report.
22. One season (non-monsoon) [i.e. March-May (Summer Season); October-December (post monsoon season); December-February (winter season)] primary baseline data on ambient air quality as per CPCB Notification of 2009, water quality, noise level, soil and flora and fauna shall be collected and the AAQ and other data so compiled presented date-wise in the ELA and EMP Report. Site-specific meteorological data should also be collected. The location of the monitoring stations should be such as to represent whole of the study area and justified keeping in view the pre-dominant downwind direction and location of sensitive receptors. There should be at least one monitoring station within 500 m of the mine lease in the pre-dominant downwind direction. The mineralogical composition of PM10, particularly for free silica, should be given.
23. Air quality modeling should be carried out for prediction of impact of the project on the air quality of the area. It should also take into account the impact of movement of vehicles for transportation of mineral. The details of the model used and input parameters used for modeling should be provided. The air quality contours may be shown on a location map clearly indicating the location of the site, location of sensitive receptors, if any, and the habitation. The wind roses showing pre-dominant wind direction may also be indicated on the map.
24. The water requirement for the Project, its availability and source should be furnished. A detailed water balance should also be provided. Fresh water requirement for the Project should be indicated.
25. Necessary clearance from the Competent Authority for drawl of requisite quantity of water for the Project should be provided.
26. Description of water conservation measures proposed to be adopted in the Project should be given. Details of rainwater harvesting proposed in the Project, if any, should be provided.
27. Impact of the Project on the water quality, both surface and groundwater, should be assessed and necessary safeguard measures, if any required, should be provided.
28. Based on actual monitored data, it may clearly be shown whether working will intersect groundwater. Necessary data and documentation in this regard may be provided. In case the working will intersect groundwater table, a detailed Hydro Geological Study should be undertaken and Report furnished. The Report inter-alia, shall include details of the aquifers present and impact of mining



activities on these aquifers. Necessary permission from Central Ground Water Authority for working below ground water and for pumping of ground water should also be obtained and copy furnished.

29. Details of any stream, seasonal or otherwise, passing through the lease area and modification / diversion proposed, if any, and the impact of the same on the hydrology should be brought out.
30. Information on site elevation, working depth, groundwater table etc. Should be provided both in AMSL and bgl. A schematic diagram may also be provided for the same.
31. A time bound Progressive Greenbelt Development Plan shall be prepared in a tabular form indicating the linear and quantitative coverage, plant species and time frame) and submitted, keeping in mind, the same will have to be executed up front on commencement of the Project. Phase-wise plan of plantation and compensatory afforestation should be charted clearly indicating the area to be covered under plantation and the species to be planted. The details of plantation already done should be given. The plant species selected for green belt should have greater ecological value and should be of good utility value to the local population with emphasis on local and native species and the species which are tolerant to pollution.
32. Impact on local transport infrastructure due to the Project should be indicated. Projected increase in truck traffic as a result of the Project in the present road network (including those outside the Project area) should be worked out, indicating whether it is capable of handling the incremental load. Arrangement for improving the infrastructure, if contemplated (including action to be taken by other agencies such as State Government) should be covered. Project Proponent shall conduct Impact of Transportation study as per Indian Road Congress Guidelines.
33. Details of the onsite shelter and facilities to be provided to the mine workers should be included in the EIA Report.
34. Conceptual post mining land use and Reclamation and Restoration of mined out areas (with plan sand with adequate number of sections) should be given in the EIA report.
35. Occupational Health impacts of the Project should be anticipated and the proposed preventive measures spelt out in detail. Details of pre-placement medical examination and periodical medical examination schedules should be incorporated in the EMP. The project specific occupational health mitigation measures with required facilities proposed in the mining area may be detailed.
36. Public health implications of the Project and related activities for the population in the impact zone should be systematically evaluated and the proposed remedial measures should be detailed along with budgetary allocations.
37. Measures of socio economic significance and influence to the local community proposed to be provided by the Project Proponent should be indicated. As far as possible, quantitative dimensions may be given with time frames for implementation.
38. Detailed environmental management plan (EMP) to mitigate the environmental impacts which, should inter-alia include the impacts of change of land use, loss of agricultural and grazing land, if any, occupational health impacts besides other impacts specific to the proposed Project.
39. Public Hearing points raised and commitment of the Project Proponent on the



P2C

same along with time bound Action Plan with budgetary provisions to implement the same should be provided and also incorporated in the final ELA/EMP Report of the Project.

40. Details of litigation pending against the project, if any, with direction /order passed by any Court of Law against the Project should be given.
41. The cost of the Project (capital cost and recurring cost) as well as the cost towards implementation of EMP should be clearly spelt out.
42. A Disaster management Plan shall be prepared and included in the EIA/EMP Report.
43. Benefits of the Project if the Project is implemented should be spelt out. The benefits of the Project shall clearly indicate environmental, social, economic, employment potential, etc.

44. Besides the above, the below mentioned general points are also to be followed:
 - a) Executive Summary of the EIA/EMP Report
 - b) All documents to be properly referenced with index and continuous page numbering.
 - c) Where data are presented in the Report especially in Tables, the period in which the data were collected and the sources should be indicated.
 - d) Project Proponent shall enclose all the analysis/testing reports of water, air, soil, noise etc. Using the MoEF&CC/NABL accredited laboratories. All the original analysis/testing reports should be available during appraisal of the Project.
 - e) Where the documents provided are in a language other than English, an English translation should be provided.
 - f) The Questionnaire for environmental appraisal of mining projects as devised earlier by the Ministry shall also be filled and submitted.
 - g) While preparing the EIA report, the instructions for the Proponents and instructions for the Consultants issued by MoEF&CC vide O.M. No. J-11013/41/2006-1A.II(1) dated 4th August, 2009, which are available on the website of this Ministry, should be followed.
 - h) Changes, if any made in the basic scope and project parameters (as submitted in Form-I and the PFR for securing the TOR) should be brought to the attention of MoEF&CC with reasons for such changes and permission should be sought, as the TOR may also have to be altered. Post Public Hearing changes in structure and content of the draft EIA/EMP (other than modifications arising out of the P.H. process) will entail conducting the PII again with the revised documentation.
 - i) As per the circular no. J-11011/618/2010-1A.II(1) dated 30.5.2012, certified report of the status of compliance of the conditions stipulated in the environment clearance, for the existing operations of the project, should be obtained from the Regional Office of Ministry of Environment, Forest and Climate Change, as may be applicable.



- j) The EIA report should also include (i) surface plan of the area indicating contours of main topographic features, drainage and mining area, (ii) geological maps and sections and (iii) sections of the mine pit and external dumps, if any, clearly showing the land features of the adjoining area.

Specific conditions

1. Use of solar panel for air quality monitoring system.
2. Plant and herbs study in rainy season and also in post monsoon period till November.

Validity –

- i. The ToR's prescribed for the project will be valid for a period of three years for submission of EIA and EMP report.
- ii. This period of validity could be extended for a maximum period of one year provided an application is made by the applicant to the Regulatory Authority, at least three months before the expiry of valid period, together with an updated Form-I, based on proper justification and also recommendation of the EAC/SEAC.

