

## **WESTERN COALFIELDS LIMITED**

विषय :-वनमंडल पश्चिम छिन्दवाड़ा के परिक्षेत्र जामई के PF-454 के रकबा 14.000 हे० वनभूमि में भारत खुली खदानफेस- 2 कोयला उत्खनन् हेतु-मेसर्स वेस्टर्न कोलफील्ड्स लिमिटेड को उपयोग पर देने बावत्।

<b>Name of Project</b>	<b>:</b>	<b>BHARAT OPEN CAST PATCH PHASE II</b>
<b>Area Applied</b>	<b>:</b>	<b>14.000 Ha.</b>
<b>Proposal No.</b>	<b>:</b>	<b>FP/MP/MIN/26356/2017</b>
<b>Query Ref.</b>	<b>:</b>	<b>File No. 8-112/2006-FCVol Dtd 22/02/2023 of MOEFF&amp;CC New Delhi.</b>

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वेस्टर्न कोलफील्ड्स लिमिटेड/Western Coalfields Limited

मिनिरात्र कम्पनी (A Miniratna Company)

कोल इंडिया लिमिटेड की अनुषंगी कम्पनी (A Subsidiary of Coal India Limited)

CIN-U10100MH1975GOI018626



क्षेत्रीय महाप्रबन्धक का कार्यालय, कन्हान क्षेत्र

पता: वे.को.लि., कन्हान क्षेत्र, पो: दुंगरिया, जिला: छिन्दवाड़ा, मध्य प्रदेश, पिन: 480553

Email: agmkanhan@westerncoal.gov.in

Office of Area General Manager, Kanhan Area

Address: WCL, Kanhan Area, PO: Dungaria, Dist: Chhindwara, MP, PIN: 480553

Fax: 07160-230520, Phone: 07160-231245

संदर्भसं: वेकोलि / कन्हान / क्षे.म.प्र. / योजना / 2023 / 1445

दिनांक :- 18/03/2023

प्रति,

प्रधान मुख्य वन संरक्षक (भू-प्रबंध) एवं

नोडल अधिकारी-वन (संरक्षण) अधिनियम 1980

सतपुरा भवन भोपाल मध्य प्रदेश।

विषय :- वनमंडल पश्चिम छिन्दवाड़ा के परिक्षेत्र जामई के PF-454 के रकबा 14.000 हे० वनभूमि में भारत खुली खदान फेस- 2 कोयला उत्खनन हेतु-मेसर्स वेस्टर्न कोलफील्ड्स लिमिटेड को उपयोग पर देने बावत्।

संदर्भ :- File No. 8-112/2006-FC Vol Dtd 22/02/2023 of MOEFF&amp;CC New Delhi.

उपरोक्त संदर्भित पत्र द्वारा चाही गई 4 बिन्दुओं की जानकारी निम्नानुसार है :-

क्र०	चाही गयी जानकारी	जानकारी
1	The State Govt has now intimated that the total forest area within mining lease is 145.690 ha. whereas as the KML file submitted now the total forest area is found to be 150.453 ha. The State Government is requested to examine the extent of forest land within mining lease and do the necessary correction online along with KML file.	<p>The total forest area within the mining lease of Ghorawari Sub-Area under MCR Lease No. 11 is 145.69 Ha.</p> <p>It may please be appreciated that the said forest area (including 19.50 Ha - diverted for Opencast mining, 68.704 Ha - diverted for Underground mining &amp; 14 Ha forest land proposed for diversion in subject FC application) has been delineated several times as per the directives of MoEF&amp;CC issued time to time, through ground survey done by the officials of Chhindwara Forest Dept. as well as WCL-Kanhan Area.</p> <p>The reply in respect of kml file and forest area involved in the mining lease has been submitted to MoEF&amp;CC, New Delhi through MP State Govt. vide its letter dtd. 22-06-2022, 22-11-2022 &amp; 25-01-2023. Copies of all relevant correspondences are enclosed as <b>Annexure-I</b>.</p> <p>The same is also substantiated by the Revenue Records in the form of Lease Deed executed with State Government for subject land/ mine. Copy of</p>

		<p>the same enclosed as <b>Annexure-II</b>.</p> <p>A snapshot of Google Earth showing forest area as 145.69 Ha in the already submitted kml file is enclosed for ready reference as <b>Annexure-III</b>.</p> <p>As such, in view of the above, it is to humbly submitted that utmost care has been taken while preparing the kml file for subject application.</p> <p>Under these circumstances, based on our submission as above, MP State Forest Deptt. may kindly confirm the area in the kml file submitted by WCL by using the kml file in the portal being used by State Govt./ MoEF&amp;CC for decision making. A copy of kml file (in the form of CD) is again being submitted for ready reference and enclosed as <b>Annexure-IV</b>.</p>
2-	<p>The Chhindwara Van Mandal had done plantation over 14.00 ha area as a mitigation measure stipulated for the diversion of 19.50 ha forest land earlier. The State has now submitted that plantation will be carried out at the cost of user agency by the MP Van Vikas Nigam to compensate the same. However, the KML file or detail of land identified for this purpose has not been provided in this regard the state Govt. has to ensure that the area indentified for plantation is in line with the condition stipulated for this purpose in the approval accorded for the diversion of 19.50 ha forest land.</p>	<p>In this regard, it is to humbly submitted that the proposed 14 Ha land is in North east direction of the already diverted 19.50 Ha forest land.</p> <p>The plantation done by MP Rajya Van Vikas Nigam is as per the mitigation measure stipulated for the diversion of 19.50 Ha forest land. To the best understanding of the User agency i.e. WCL it is to state that the said mitigation measure was proposed for minimizing the interaction of two ecosystems (diverted forest area of 19.50 Ha which is to be used for Opencast Mining &amp; adjacent Forest area remaining undisturbed at that time over the underground mine area of 68.704 Ha). Furthermore, considering the fact that now the ecosystem containing 14 Ha forest area is also proposed for the diversion, applicability of such mitigation measure under 19.50 Ha forest area is very minimum.</p> <p>WCL has already agreed for compensating the plantation done by MP Rajya Van Vikas Nigam on 14 Ha forest land (copy of the Undertaking attached as <b>Annexure-V</b>). However, WCL is of opinion that this matter may be discussed in the FAC meeting and the decision on the same may be stipulated as a condition of Stage-I FC for 14 Ha forest land.</p> <p>Subsequent to the submission made above, MP State Govt./ MP State Forest Dep't.may kindly accept the same otherwise suitable information in respect of land identified for carrying out compensatory plantation, its scheme &amp;kml file of the identified area may please be provided to MoEF&amp;CC.</p>
3.	<p>Now the user agency has informed that the 19.50 ha forest land shall be used for over-burden (OB) dumping of waste generated</p>	<p>In this regard, it is humbly submitted that as mentioned in our earlier reply, the opencast mining is being carried out in small patches thereby</p>




<p>from 14 ha forest proposed for diversion. It is pertinent to mention here that a seasonal nala flows on the western flank of 19.50 ha diverted forest land. Therefore, the State Govt. shall examine the matter and submit the justification/proposed safeguards accordingly.</p>	<p>extracting the erstwhile left out coal pillars in the old underground workings. External OB dump is insignificant as excavated OB from the working patch gets dumped into the earlier worked out void. In this sequence 19.50 Ha quarry of Phase-I has got exhausted. Void is already there. Now, it is proposed to work the adjacent 14.00 Ha patch.</p> <p>Therefore, following the sequence, OB to be excavated from 14.00 Ha patch will get accommodated inside 19.50 Ha void. As such, there is no flaws in this plan except of the fact that 19.50 Ha patch falls in forest land for which diversion has been accorded. Further it may be noted that backfilling in 19.50 Ha void will be up to ground level only and there will be no overflow of the material from the backfilled area.</p> <p>Embankment of 3 mtr. higher than HFL and 3 mtr. wide has been constructed to safeguard seasonal nallah flowing on the western flank of 19.50 ha diverted forest land. This is as per the conditions laid down in clause 13.0 of DGMS permission no. 010705/WZ/Nagpur Region No. 1/Perm/2019/3208 Dated 22.05.2020. Copy attached as <b>Annexure-VI</b>.</p> <p>A cross-section plan is enclosed for ready reference as <b>Annexure-VII</b>.</p>
<p>4. User agency has now reported that 14 ha forest land is required due to change in technology and extraction of substantial coal which is locked up in protective barrier within 68.704 ha diverted forest land for under-ground mining. However, nothing of this fact was reflected in the Mining plan. Moreover, vital project components like safety zone, external dump, infrastructure, approach road etc. should be reflected in the Mining plan and may be intimated by the State Government.</p>	<p>In this regard reference is drawn to the Environmental Clearance awarded to Ghorawari opencast Project by MoEF&amp; CC vide its letter dt: 26.12.2008. A copy of the same is enclosed herewith as <b>Annexure VIII</b>.</p> <p>It may be seen from the aforesaid letter that the Ghorawari opencast project has already been proposed to be worked by opencast method in Patches. The proposed working of different patches has also been recorded in the said EC letter. The Actual working may vary depending on the actual acquisition of land. the EC has also recorded that these patches will work old UG working. All these facts have been duly documented in the EIA/EMP of the Project submitted to MoEF based on which the EC was accorded (<i>Page No-4(a)</i>). A copy of the EIA/EMP document is attached herewith as <b>Annexure IX</b> for ready reference.</p> <p>In this context, a copy of the reply subsequent to the telephonic query from MoEF is also attached as <b>Annexure-X</b> and it may be worthwhile to mention here that based on the reply only EC was</p>

		<p>accorded by MoEF&amp; CC with due according of the patch-wise working in the Project under consideration.</p> <p>A Plan of Bharat OC Patch Phase-II showing vital project components like safety zone, surface infrastructure, approach road etc.is enclosed as <b>Annexure-XI</b> for ready reference.</p> <p>It is also to submit that there will be no External Dump in Bharat OC Patch Phase-II.</p>
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उपरोक्त जानकारी आपके आवश्यक कार्यवाही हेतु सादर प्रेषित।

संलग्न : उपरोक्तानुसार

  
 क्षेत्रीय महाप्रबंधक 18.3.23  
 कन्हान क्षेत्र

प्रतिलिपि :-

01. मुख्य वनसंरक्षक, छिन्दवाड़ा वृत्त, छिन्दवाड़ा मध्यप्रदेश।
02. वनमण्डलाधिकारी,(सामान्य) पश्चिम, मण्डल जिला छिन्दवाड़ा।
03. महाप्रबंधक (पर्यावरण), वे०को०लि० मुख्यालय नागपूर।
04. महाप्रबंधक (भू० एवं रा०), वे०को०लि० मुख्यालय नागपूर।
05. उपक्षेत्रीय प्रबंधक, घोड़ावाड़ी उपक्षेत्र।
06. क्षेत्रीय योजनाधिकारी/क्षेत्रीय सर्वेक्षण अधिकारी कन्हान क्षेत्र।





वेस्टर्न कोलफील्ड्स लिमिटेड/Western Coalfields Limited

मिनिरात्र कम्पनी (A Miniratna Company)

कोल इंडिया लिमिटेड की अनुषंगी कम्पनी (A Subsidiary of Coal India Limited)

CIN-U10100MH1975GOI018626



क्षेत्रीय महाप्रबन्धक का कार्यालय, कन्हान क्षेत्र

पता: वे.को.लि., कन्हान क्षेत्र, पो: दुंगरिया, जिला: छिन्दवाड़ा, मध्य प्रदेश, पिन: 480553

Email: agmkanhan@westerncoal.gov.in

Office of Area General Manager, Kanhan Area

Address: WCL, Kanhan Area, PO: Dungaria, Dist: Chhindwara, MP, PIN: 480553

Fax: 07160-230520, Phone: 07160-231245

संदर्भसं: वेकोलि / कन्हान / क्षे.म.प्र. / योजना / 2023 / 1446

दिनांक :- 18/03/2023

प्रति,

वनमण्डलाधिकारी, (सामान्य) पश्चिम,  
मण्डल जिला छिन्दवाड़ा।

विषय :- वनमण्डल पश्चिम छिन्दवाड़ा के परिक्षेत्र जामई के PF-454 के रकबा 14.000 हे० वनभूमि में भारत खुली खदान फेस- 2 कोयला उत्खनन हेतु-मेसर्स वेस्टर्न कोलफील्ड्स लिमिटेड को उपयोग पर देने बावत्।

संदर्भ :- File No. 8-112/2006-FC Vol Dtd 22/02/2023 of MOEFF &amp; CC New Delhi.

उपरोक्त संदर्भित पत्र द्वारा चाही गई 04 बिन्दुओं की जानकारी निम्नानुसार है :-

क्र०	चाही गयी जानकारी	जानकारी
1	The State Govt has now intimated that the total forest area within mining lease is 145.690 ha. whereas as the KML file submitted now the total forest area is found to be 150.453 ha. The State Government is requested to examine the extent of forest land within mining lease and do the necessary correction online along with KML file.	<p>The total forest area within the mining lease of Ghorawari Sub-Area under MCR Lease No. 11 is 145.69 Ha.</p> <p>It may please be appreciated that the said forest area (including 19.50 Ha - diverted for Opencast mining, 68.704 Ha - diverted for Underground mining &amp; 14 Ha forest land proposed for diversion in subject FC application) has been delineated several times as per the directives of MoEF&amp;CC issued time to time, through ground survey done by the officials of Chhindwara Forest Dept. as well as WCL-Kanhan Area.</p> <p>The reply in respect of kml file and forest area involved in the mining lease has been submitted to MoEF&amp;CC, New Delhi through MP State Govt. vide its letter dtd. 22-06-2022, 22-11-2022 &amp; 25-01-2023. Copies of all relevant correspondences are enclosed as <b>Annexure-I</b>.</p> <p>The same is also substantiated by the Revenue Records in the form of Lease Deed executed with State Government for subject land/ mine. Copy of the same enclosed as <b>Annexure-II</b>.</p>

		<p>A snapshot of Google Earth showing forest area as 145.69 Ha in the already submitted kml file is enclosed for ready reference as <b>Annexure-III</b>.</p> <p>As such, in view of the above, it is to humbly submitted that utmost care has been taken while preparing the kml file for subject application.</p> <p>Under these circumstances, based on our submission as above, MP State Forest Deptt. May kindly confirm the area in the kml file submitted by WCL by using the kml file in the portal being used by State Govt./ MoEF&amp;CC for decision making. A copy of kml file (in the form of CD) is again being submitted for ready reference and enclosed as <b>Annexure-IV</b>.</p>
2-	<p>The Chhindwara Van Mandal had done plantation over 14.00 ha area as a mitigation measure stipulated for the diversion of 19.50 ha forest land earlier. The State has now submitted that plantation will be carried out at the cost of user agency by the MP Van Vikas Nigam to compensate the same. However, the KML file or detail of land identified for this purpose has not been provided in this regard the state Govt. has to ensure that the area indentified for plantation is in line with the condition stipulated for this purpose in the approval accorded for the diversion of 19.50 ha forest land.</p>	<p>In this regard, it is to humbly submitted that the proposed 14 Ha land is in North east direction of the already diverted 19.50 Ha forest land.</p> <p>The plantation done by MP Rajya Van Vikas Nigam is as per the mitigation measure stipulated for the diversion of 19.50 Ha forest land. To the best understanding of the User agency i.e. WCL it is to state that the said mitigation measure was proposed for minimizing the interaction of two ecosystems (diverted forest area of 19.50 Ha which is to be used for Opencast Mining &amp; adjacent Forest area remaining undisturbed at that time over the underground mine area of 68.704 Ha). Furthermore, considering the fact that now the ecosystem containing 14 Ha forest area is also proposed for the diversion, applicability of such mitigation measure under 19.50 Ha forest area is very minimum.</p> <p>WCL has already agreed for compensating the plantation done by MP Rajya Van Vikas Nigam on 14 Ha forest land (copy of the Undertaking attached as <b>Annexure-V</b>). However, WCL is of opinion that this matter may be discussed in the FAC meeting and the decision on the same may be stipulated as a condition of Stage-I FC for 14 Ha forest land.</p> <p>Subsequent to the submission made above, MP State Govt./ MP State Forest Dep't.may kindly accept the same otherwise suitable information in respect of land identified for carrying out compensatory plantation, its scheme &amp;kml file of the identified area may please be provided to MoEF&amp;CC.</p>
3.	<p>Now the user agency has informed that the 19.50 ha forest land shall be used for over-burden (OB) dumping of waste generated from 14 ha forest proposed for diversion. It</p>	<p>In this regard, it is humbly submitted that as mentioned in our earlier reply, the opencast mining is being carried out in small patches thereby extracting the erstwhile left out coal pillars in the</p>




	<p>is pertinent to mention here that a seasonal nala flows on the western flank of 19.50 ha diverted forest land. Therefore, the State Govt. shall examine the matter and submit the justification/proposed safeguards accordingly.</p>	<p>old underground workings. External OB dump is insignificant as excavated OB from the working patch gets dumped into the earlier worked out void. In this sequence 19.50 Ha quarry of Phase-I has got exhausted. Void is already there. Now, it is proposed to work the adjacent 14.00 Ha patch.</p> <p>Therefore, following the sequence, OB to be excavated from 14.00 Ha patch will get accommodated inside 19.50 Ha void. As such, there is no flaws in this plan except of the fact that 19.50 Ha patch falls in forest land for which diversion has been accorded. Further it may be noted that backfilling in 19.50 Ha void will be up to ground level only and there will be no overflow of the material from the backfilled area.</p> <p>Embankment of 3 mtr. higher than HFL and 3 mtr. wide has been constructed to safeguard seasonal nallah flowing on the western flank of 19.50 ha diverted forest land. This is as per the conditions laid down in clause 13.0 of DGMS permission no. 010705/WZ/Nagpur Region No. 1/Perm/2019/3208 Dated 22.05.2020. Copy attached as <b>Annexure-VI</b>.</p> <p>A cross-section plan is enclosed for ready reference as <b>Annexure-VII</b>.</p>
4.	<p>User agency has now reported that 14 ha forest land is required due to change in technology and extraction of substantial coal which is locked up in protective barrier within 68.704 ha diverted forest land for under-ground mining. However, nothing of this fact was reflected in the Mining plan. Moreover, vital project components like safety zone, external dump, infrastructure, approach road etc. should be reflected in the Mining plan and may be intimated by the State Government.</p>	<p>In this regard reference is drawn to the Environmental Clearance awarded to Ghorawari opencast Project by MoEF&amp; CC vide its letter dt: 26.12.2008. A copy of the same is enclosed herewith as <b>Annexure VIII</b>.</p> <p>It may be seen from the aforesaid letter that the Ghorawari opencast project has already been proposed to be worked by opencast method in Patches. The proposed working of different patches has also been recorded in the said EC letter. The Actual working may vary depending on the actual acquisition of land. the EC has also recorded that these patches will work old UG working. All these facts have been duly documented in the EIA/EMP of the Project submitted to MoEF based on which the EC was accorded (<i>Page No-4(a)</i>). A copy of the EIA/EMP document is attached herewith as <b>Annexure IX</b> for ready reference.</p> <p>In this context, a copy of the reply subsequent to the telephonic query from MoEF is also attached as <b>Annexure-X</b> and it may be worthwhile to mention here that based on the reply only EC was accorded by MoEF&amp; CC with due according of the patch-wise working in the Project under</p>

		<p>consideration.</p> <p>A Plan of Bharat OC Patch Phase-II showing vital project components like safety zone, surface infrastructure, approach road etc.is enclosed as <b>Annexure-XI</b> for ready reference.</p> <p>It is also to submit that there will be no External Dump in Bharat OC Patch Phase-II.</p>
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उपरोक्त जानकारी आपकेआवश्यक कार्यवाही हेतु सादर प्रेषित।

संलग्न : उपरोक्तानुसार

  
 18.3.23  
 क्षेत्रीय महाप्रबंधक  
 कन्हान क्षेत्र

प्रतिलिपि :-

01. प्रधानमुख्य वनसंरक्षक (भू-प्रबंध), मध्यप्रदेश भोपाल।
02. मुख्य वनसंरक्षक, छिन्दवाड़ावृत्त, छिन्दवाड़ा मध्यप्रदेश।
03. महाप्रबंधक (पर्यावरण), वे०को०लि० मुख्यालय नागपूर।
04. महाप्रबंधक (भू० एवं रा०), वे०को०लि० मुख्यालय नागपूर।
05. उपक्षेत्रीय प्रबंधक, घोड़ावाड़ी उपक्षेत्र।
06. क्षेत्रीय योजना अधिकारी / क्षेत्रीय सर्वेक्षण अधिकारी कन्हान क्षेत्र।



# ANNEXURE-I

कार्यालय प्रधान मुख्य वन संरक्षक (कक्ष भू-प्रबंध), सतपुड़ा भवन, मध्यप्रदेश, भोपाल

क्रमांक/एफ-1 / FP/MP/MIN/26356/2017/2209

भोपाल, दिनांक 22/6/22

प्रति,

वन महानिरीक्षक (एफ.सी.)

भारत सरकार, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय

इंदिरा पर्यावरण भवन, अलीगंज, जोरबाग रोड़,

नई दिल्ली-110003

विषय:- वन मंडल, पश्चिम छिन्दवाड़ा के परिक्षेत्र जामई के ग्राम जुन्नादेव विशाला के कक्ष क्र. 454 के रकबा 14.000 हे. वनभूमि भारत खुली खदान फेस-2 कोयला उत्खनन हेतु वेस्टर्न कोलफील्ड्स लिमिटेड का व्यपवर्तन का आनलाईन प्रस्ताव क्र. FP/MP/MIN/26356/2017

संदर्भ:- भारत सरकार, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय, नई दिल्ली का पत्र क्र./ 8-112/2006-FC Vol. दिनांक 07/06/2022

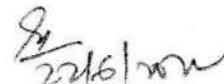
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विषयांकित परियोजना के संबंध में आपके द्वारा संदर्भित पत्र क्र./8-112/2017-FC Vol. दिनांक 07/06/2022 से 02 बिन्दुओं पर जानकारी चाही गई है। चाही गई जानकारी वन मंडल अधिकारी, पश्चिम छिन्दवाड़ा, द्वारा पत्र क्रमांक 1618 दिनांक 21/06/2022 से प्रस्तुत की गई है। आवेदक संस्था द्वारा पत्र क्र. 1370 दिनांक 14/06/2022 से प्रस्तुत की गई है। प्राप्त जानकारी अनुसार बिन्दुवार जानकारी निम्नानुसार प्रस्तुत है:-

क्र.	चाही गई जानकारी	प्रस्तुत जानकारी
i	The satellite imagery has revealed that because of ongoing non-forestry activity at the wesern flank of approved area (19.50 ha.) and a seasonal nala the safety zone area is not clearly visible. The state govt shall therefore submit the KML file clearly indication the saftety zone of the area diverted earlier.	वन मंडल अधिकारी, पश्चिम छिन्दवाड़ा द्वारा प्रतिवेदित किया गया है कि सेपटी जोन क्षेत्र की KML File को ऑनलाईन प्रस्ताव में दिनांक 14/06/2022 को अपलोड कर दिया गया है।
ii	The Geo-referenced ditailed land use plan for entire Kanhan area has not been found attached/enclosed with the letter. The same shall be submitted.	आवेदक संस्था द्वारा पत्र दिनांक 14/06/2022 से प्रतिवेदित किया गया है कि जियो रिफरेन्स मानचित्र एवं लैण्ड यूज प्लान दिनांक 14/06/2022 को ऑनलाईन प्रस्ताव में अपलोड कर दिया गया है।

अतः वन मंडल अधिकारी, पश्चिम छिन्दवाड़ा के पत्र दिनांक 21/06/2022 की प्रति तथा वेस्टर्न कोलफील्ड्स लिमिटेड के पत्र दिनांक 14/06/2022 की प्रति संलग्न प्रेषित कर प्रकरण में स्वीकृति प्रदान करने का अनुरोध है।

संलग्न:- उपरोक्तानुसार।



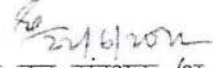
(सुनील अग्रवाल)

प्रधान मुख्य वन संरक्षक (भू-प्रबंध)  
मध्यप्रदेश, भोपाल

पृ. क्रमांक / एफ-1 / FP/MP/MIN/26356/2017/ 2210  
प्रतिलिपि:-

भोपाल, दिनांक 22/6/22

- 1 मुख्य वन संरक्षक, छिन्दवाड़ा वृत्त, छिन्दवाड़ा, मध्यप्रदेश
  - 2 वन मण्डल अधिकारी, सामान्य वन मण्डल, पश्चिम छिन्दवाड़ा मध्य प्रदेश
  - 3 महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, पोस्ट दुंगरिया तहसील जामई  
जिला-छिन्दवाड़ा मध्य प्रदेश।
- की ओर सूचनार्थ अग्रेषित ।

  
प्रधान मुख्य वन संरक्षक (भू-प्रबंध)  
मध्यप्रदेश, भोपाल

७/८



**कार्यालय प्रधान मुख्य वन संरक्षक (कक्ष भू-प्रबंध), सतपुड़ा भवन, मध्यप्रदेश, भोपाल**

क्रमांक/एफ-1/FP/MP/MIN/26356/2017/ 3435  
प्रति,

भोपाल, दिनांक 22/11/22

वन महानिरीक्षक (एफ.सी.)  
भारत सरकार, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय  
इंदिरा पर्यावरण भवन, अलीगंज, जोरबाग रोड़,  
नई दिल्ली-110003

**विषय:-** वन मंडल, पश्चिम छिन्दवाड़ा के परिक्षेत्र जामई के ग्राम जुन्नादेव विशाला के कक्ष क्र. 454 के रकबा 14.000 हे. वनभूमि भारत खुली खदान फेस-2 कोयला उत्खनन हेतु वेस्टर्न कोलफील्ड्स लिमिटेड का व्यपवर्तन का आनलाईन प्रस्ताव क्र. **FP/MP/MIN/26356/2017**

**संदर्भ:-** भारत सरकार, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय, नई दिल्ली का पत्र क्र./8-112/2006-FC Vol. दिनांक 16/08/2022

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विषयांकित परियोजना के संबंध में आपके द्वारा संदर्भित पत्र क्र./8-112/2006-FC Vol. दिनांक 16/08/2022 से 03 बिन्दुओं पर जानकारी चाही गई है। चाही गई जानकारी आवेदक द्वारा वन मंडल अधिकारी, पश्चिम छिन्दवाड़ा के माध्यम से प्रस्तुत की गई है। बिन्दुवार जानकारी निम्नानुसार प्रस्तुत है:-

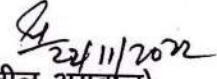
क्र.	चाही गई जानकारी	प्रस्तुत जानकारी
i	As per DSS Analysis of the KML file uploaded on PARIVESH portal, it has been observed that the boundaries of Mine Lease area, 68.704 ha and 19.50 ha already diverted forest areas have been changed again. The State Govt. is therefore requested to scrutinize the KML files based on ground truthing and upload the complete KML file of the entire mining lease including the detail of forest and non-forest lands involved.	आवेदक संस्था द्वारा 68.704 हेक्टेयर की KML फाईल प्रस्ताव के भाग-1 में पुनः अपलोड की गई है।
ii	Initially 68.704 ha forest area was diverted for underground mining and thereafter out of said 68.704 ha, an area of 19.5 ha was diverted for open cast mining. Now the present proposal for 14 ha open cast mining has been submitted. This implies that the State Govt/User agency is submitting the proposals in piecemeal. The justification for the same may be submitted. The State Govt. shall also indicate the prospective plan for diversion of forest land/land use change of the remaining area in the Mining lease.	आवेदक संस्था द्वारा अवगत कराया गया है कि उनके द्वारा पूर्व में 68.704 हेक्टेयर वनभूमि के भूमिगत खनन की अनुमति ली थी। इस भूमि की भौगोलिक परिस्थिति के कारण इसमें ओपन माईनिंग की आवश्यकता पड़ने पर वर्ष 2015 में 19.50 हेक्टेयर वनक्षेत्र में ओपन माईनिंग की अनुमति ली गई। आवेदक ने यह अवगत कराया है कि वर्तमान आवश्यकताओं के अनुसार 14 हेक्टेयर वन क्षेत्र में ओपन माईनिंग की आवश्यकता है। शेष क्षेत्र में भविष्य में ओपन माईनिंग किया जाना भी सम्भव है, परन्तु यह शेष क्षेत्र में यह कार्य एक आर्थिक रूप से उचित होने पर ही किया जायेगा।

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iii	<p>The plantation carried out over 14 ha area now proposed for diversion was a part of the mitigation measures for the diversion of 19.5 ha forest land. The state Govt may therefore submit its plan to compensate for the said mitigation measures.</p>	<p>प्रस्ताव में आवेदक संस्था द्वारा क्षतिपूर्ति वनीकरण के रूप में 28 हेक्टेयर बिगड़े वनों में रोपण की राशि उपलब्ध कराई जायेगी। इस राशि से बिगड़े वनों में 28000 पौधे रोपित किये जायेंगे।</p> <p>इसके अतिरिक्त वन विकास निगम द्वारा रोपित पौधों की राशि भी आवेदक द्वारा दी जायेगी। इस राशि से भी वन विकास निगम द्वारा पौधों रोपित किये जायेंगे।</p>
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अतः उपरोक्तानुसार जानकारी प्रस्तुत है। कृपया प्रकरण में स्वीकृति प्रदान करने का अनुरोध है।

संलग्न:- उपरोक्तानुसार।

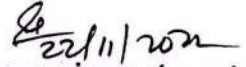
  
(सुनील अग्रवाल)

प्रधान मुख्य वन संरक्षक (भू-प्रबंध)  
मध्यप्रदेश, भोपाल

पृ. क्रमांक/एफ-1 / FP/MP/MIN/26356/2017/3936  
प्रतिलिपि:-

भोपाल, दिनांक 22/11/2022

- 1 मुख्य वन संरक्षक, छिन्दवाड़ा वृत्त, छिन्दवाड़ा, मध्यप्रदेश
  - 2 वन मण्डल अधिकारी, सामान्य वन मण्डल, पश्चिम छिन्दवाड़ा मध्य प्रदेश
  - 3 महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, पोस्ट डुंगरिया तहसील जामई जिला-छिन्दवाड़ा मध्य प्रदेश।
- की ओर सूचनार्थ अग्रेषित ।

  
प्रधान मुख्य वन संरक्षक (भू-प्रबंध)  
मध्यप्रदेश, भोपाल

0/c



वन महानिरीक्षक (एफ.सी.)  
भारत सरकार, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय  
इंदिरा पर्यावरण भवन, अलीगंज, जोरबाग रोड़,  
नई दिल्ली-110003

विषय:- वन मंडल, पश्चिम छिन्दवाड़ा के परिक्षेत्र जामई के ग्राम जुन्नादेव विशाला के कक्ष क्र. 454 के रकबा 14.000 हे. वनभूमि भारत खुली खदान फेस-2 कोयला उत्खनन हेतु वेस्टर्न कोलफील्ड्स लिमिटेड का व्यपवर्तन का आनलाईन प्रस्ताव क्र. FP/MP/MIN/26356/2017

संदर्भ:- भारत सरकार, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय, नई दिल्ली का पत्र क्र./ 8-112/2006-FC Vol. दिनांक 19/12/2022

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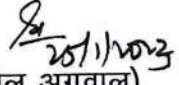
विषयांकित परियोजना के संबंध में आपके द्वारा संदर्भित पत्र क्र./8-112/2006-FC Vol. दिनांक 19/12/2022 से 04 बिन्दुओं पर जानकारी चाही गई है। वेस्टर्न कोलफील्ड्स लिमिटेड द्वारा पत्र क्रमांक/1420 दिनांक 18/01/2023 से प्राप्त हुई है। प्राप्त बिन्दुवार जानकारी निम्नानुसार प्रस्तुत है:-

क्र.	चाही गई जानकारी	प्रस्तुत जानकारी
i	The total forest area within mining lease is found to be 145.427 ha instead of 152.728 ha as mentioned in the proposal. Therefore, the State Govt. is again requested to upload the complete KML file of the entire mining lease as per the proposal.	आवेदक संस्था द्वारा अवगत कराया गया है कि माईनिंग लीज के अन्तर्गत कुल वनक्षेत्र 145.427 हेक्टेयर के स्थान पर 145.690 हेक्टेयर है एवं ऑनलाईन प्रस्ताव में अंकित रकबा 152.728 हेक्टेयर में सुधार कर उसके स्थान पर 145.690 हेक्टेयर सुधार किया गया है। जिसकी KML File Annexure-1 में संलग्न है।
ii	During the previous communication with the State Govt. it was clearly requested to scrutinize the KML files of already approved areas of 68.704 ha and 19.5 ha based upon ground truthing, however no comments/ information has been furnished by the State Govt in this regard. The same needs submission.	इस बिन्दु के संबंध में आवेदक संस्था द्वारा अवगत कराया गया है कि पूर्व में स्वीकृत 68.704 हेक्टेयर वनभूमि एवं 19.50 हेक्टेयर वनभूमि की पूर्व में प्रस्तुत की गई KML File जमीनी सच्चाई पर आधारित है।
iii	The copy of undertaking from the user agency for deposition of the cost of plantation carried out by Madhya Pradesh Rajya Van Vikas Nigam Limited shall be submitted.	इस बिन्दु के संबंध में आवेदक संस्था द्वारा इस आशय का वचन पत्र दिया गया है कि वन विकास निगम लिमिटेड छिन्दवाड़ा, मध्य प्रदेश के द्वारा प्रस्तावित वनक्षेत्र में पौधों का रोपण किया गया है, पौधों में लागत राशिओं का मुआवजा देने के लिए आवेक संस्था वचनबद्ध है। वचन पत्र जिसकी Annexure-2 में संलग्न है।

iv	The user agency is submitting the diversion proposals for mining in piecemeal and the State was requested to provide the prospective plan for diversion of forest land/land use change of the remaining area in the Mining lease. However, neither the plan has been submitted nor any satisfactory justification has been given for submitting the proposals in piecemeal.	इस बिन्दु के संबंध में आवेदक संस्था द्वारा पत्र क्रमांक 1420 दिनांक 18/1/2023 में बिन्दु नम्बर-4 संलग्न है।
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अतः उपरोक्तानुसार जानकारी संलग्न प्रस्तुत है। कृपया प्रकरण में स्वीकृति प्रदान करने का अनुरोध है।

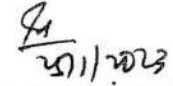
संलग्न:- उपरोक्तानुसार।

  
(सुनील अग्रवाल)  
प्रधान मुख्य वन संरक्षक (भू-प्रबंध)  
मध्यप्रदेश, भोपाल

पृ. क्रमांक/एफ-1 / FP/MP/MIN/26356/2017/344  
प्रतिलिपि:-

भोपाल, दिनांक 25/1/23

- 1 मुख्य वन संरक्षक, छिन्दवाड़ा वृत्त, छिन्दवाड़ा, मध्यप्रदेश
  - 2 वन मण्डल अधिकारी, सामान्य वन मण्डल, पश्चिम छिन्दवाड़ा मध्य प्रदेश
  - 3 महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, पोस्ट डुंगरिया तहसील जामई जिला-छिन्दवाड़ा मध्य प्रदेश।
- की ओर सूचनार्थ अग्रेषित।

  
(सुनील अग्रवाल)  
प्रधान मुख्य वन संरक्षक (भू-प्रबंध)  
मध्यप्रदेश, भोपाल

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**MINING LEASE**

( see Rule 31 of the Mineral Concession Rules, 1960 )

THIS INDENTURE made this day 6<sup>th</sup> day of December 1973 between the Governor of INDIA (hereinafter referred to as the "State Government" which expression shall where the context so admits be deemed to include the successors and assigns) of the one part and \_\_\_\_\_ (Name of person with address and occupation) (hereinafter referred to as "the lessee" which expression shall where the context 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 partners) 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, (IX of 1932) and having their registered office at \_\_\_\_\_ in the town of \_\_\_\_\_ (hereinafter referred to as "the lessee" 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 company) a company registered under India Companies Act (Act under which incorporated) and having its registered office at 15, Park Street, Calcutta and Divisional Office at Nagpur. (Address) (hereinafter 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.

When the lessee is an individual.

When the lessees are more than one individual.

When the lessee is registered firm.

When the lessee is a registered company.

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 COAL in respect of the lands described in Part I of the Schedule hereunder written and has/have deposited with the State Government the sum Rs. 1000/- as security and the sum of Rs. 500/- for meeting the preliminary expenses for a mining lease and whereas the lessee is in possession of a valid certificate of approval and Income-Tax Clearance Certificate (and WHEREAS the Central Government has approved the grant of lease).\*

\*In case of minerals included in Schedule I of the Mines and Minerals (Regulation &amp; Dev.) Act, 1957.

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 the mines beds/veins seams of 0012 (here 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 here with which are mentioned in Part II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessee/lessees from the 20th day January 19 70 for the term of 30 (Thirty) 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

As shown on the plans attached.

## PART I

### The Area of this Lease

Location and area of the lease.

All that tract of lands situated at House Jurnor-Distacala & Govt. Forest  
(Description of area or areas) 520.05 acres (or) 210.48 Hectre. in (Pargana) in  
Tehsil Chindaura the Registration District of Chindaura  
Sub District Chindaura and Thana Jamal  
bearing Cadastral Survey Nos. as shown on the containing an  
plans attached.

\*In case of minerals included in Schedule I of the Mines and Minerals (Regulation & Dev.) Act, 1957.



area of 532.05 acres (or) 218.488 Hectre. or thereabouts delineated on the plan hereto annexed and thereon coloured and bounded as follows:—

On the North by Boundary of Jumar-Basant village and Govt. Forest Block No. 5  
 On the South by Harroth Range, Compt. No. 415,  
 On the East by Part of village Jumar-Basant & Govt. Forest Block No. 5,  
 and Harroth Range, Compt. No. 415.  
 Boundary of Chidambaram village.  
 On the West by Village boundary of Namara village.  
 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 Restrictions and Conditions in Part III.**

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

To enter upon land and search for win work 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 and pits shaft inclines drifts levels waterways, airways and other works (and to use maintain deepen or extend any existing works of the like nature in the said lands).

To sink and make pits shafts and inclines 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 bricks-kilns workshops store-houses bungalows godowns sheds and other buildings and other works and conveniences of the like nature on or under the said lands.

To bring and use machinery equipment etc.

4. Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads, aircrafts 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 make roads & ways etc. & use existing roads & ways

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

To get building & road materials 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 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 use water from stream etc.

*See all rights  
at the  
Mandir*



to foul or pollute any streams 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 or 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 the others and save as provided in clause (3) of Part III of this Schedule to clear undergrowth and brushwood and to fell and utilise any trees or timber 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 work property or rights of other persons and no land shall be used for surface operations which is already occupied by persons or other than the State Government for works 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 operations in a land not already in use.

2. Before using for surface operations any land which has not already been used for such operations, the 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 on 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~~



Here in fefered to as " Said Lands"  
Schedule of the demised land.

S.No.	District.	Tahsil	Village	Khasra No.	Area in Acres	Remarks
1.	Chhindwara	Chhindwara	Junnor Bisthsala	1 -	3.83	
				2 -	4.87	
				3 -	12.28	
				4 - (Part)	4.36	
				5 -	3.46	
				6 -	0.11	
				7 - (Part)	6.75	
				8 - (Part)	2.76	
				19 -	7.53	
				20 -	0.29	0.19
				21 -	0.44	
				22 -	0.13	
				23 -	0.14	
				24 -	1.07	
				25 -	0.33	
				26 -	1.99	
				27 -	9.80	
				28 -	0.44	
				29 -	0.43	
				30 -	0.33	
				31 -	0.27	
				32 -	0.24	
				33 -	0.28	
				34 -	0.41	
				35 -	0.29	
				36 -	0.30	
				72 -	0.85	
				74 -	0.62	
				75 -	0.34	
				76 -	0.32	
				77 -	0.40	
				78 -	0.54	
				79 -	3.54	
				80 -	5.09	
				81 -	1.64	
				82 -	0.88	
				83 -	0.65	
				84 -	13.53	
				85 -	1.32	
				86 - (Part)	4.71	
				87 -	7.26	
				88 -	13.85	
				90 - (Part)	2.43	
				91 -	21.64	
				92 -	15.79	
				94 -	9.20	
				95 -	12.22	

TOTAL 179.85 Acres ✓

Government forest Block  
No. 3 & 4 Umreth Range

Total Area

360.00 Acres

539.85 529.85 Acres

218.468 Hect.

For Coal Mines Authority Limited.

Sd/-

GENERAL MANAGER  
PENCH AREA.

Sd/-  
COLLECTOR  
CHHINDWARA.

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.

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.

To enter upon reserved forests.

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 meters from any railway line except with the previous written permission of the Railway Administration concerned or from any reservoir, canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Deputy Commissioner/Collector or any Offices 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 meters 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 cutting as the case may be and in case of a building horizontally from the plinth thereof. In the case of village roads no working shall be carried on within a distance of 10 meters of the outer edge of the cutting except with the previous permission of the Deputy Commissioner/Collector or 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.

No mining operations within 50 meters of public works etc.

*Explanation:--*For the purpose 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 of the Sub section 4 of that Act. 'Public Road' mean a road which has been constructed by artificially surfaced as distinct from a track resulting from repeated use. Village road will include any track shown in the Revenue record as village road.

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.

Facilities for adjoining Government licenses & leases.

PROVIDED THAT no substantial hindrance or interference shall be caused by such holders of licenses 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 his liberty.

#### PART IV

##### Liberty Power and Privileges reserved to the State Government

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

To work or rals.



convert and carry away minerals other than the said minerals and any other substances and for those purposes to sink drive make erect construct maintain and use such pits shafts inclines drifts levels and other lines waterways airways water-courses drains reservoirs engines 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 railways 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 II of these presents and to get from the said lands stones gravel earth and other minerals for making maintaining and repairing such railways tramways and roads or any existing railways and roads 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 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 by such lessee or person of such liberty and power.

## PART V

### Rents and Royalties reserved by this Lease

To pay dead rent or royalty which ever is greater.

1. The lessee shall pay, for 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 & mode of payment of dead rent.

2. Subject to the provisions 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 in Part I of this Schedule :—

Name of mineral	Dead rent fixed per hectare lands	Area of demised land	Dead rent payable Rs.	Total dead rent payable in a year Rs.
1. COAL.	-	559.85	As per rates prescribed in Schedule IV of the Mineral Concession Rules, 1960 and revised from time to time.	
2.		acres (or)		
3.		210.468		

(Here insert the manner in which and the time at which the dead rent, surface rent, and water rate should be paid).

**Half yearly payment on 15th January and 15th July of each year at Chindwara Government Treasury by Challan.**

3. Subject to the provision of clause (1) of this Part, the lessee/lessees shall during 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 Mineral (Regulation and Development) Act 1957.

Rate & mode of payment of royalty.

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. ~~as may be fixed by the Govt. from time to time.~~ 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.

Payment of surface rent & water rate.

## PART VI

### Provisions relating to the Rents and Royalties

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 ~~Chindwara Treasury~~ and in such manner as the State Government may prescribe PROVIDED ALWAYS and it is hereby agreed that Rs. ~~1000/-~~ the balance standing to the credit of the lessee/lessees on account of the deposit made by him/them as a licensee/licensees over and 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.

Rent and Royalties to be free from deduction etc.

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 mineral/minerals in stock or in the process of export may be checked by an officer authorised by the Central or State Government.

Mode of computation of royalty.



(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 & 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 the PARTS V & 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 the 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 plain annexed to this lease. Such marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identification.

The commence operations within a year & 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 buildings structures or other property thereon. For the purposes of this clause operations shall include the erection of machinery laying of a tramway or construction of a road in connection with the mine.

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 respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

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

5. The 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.

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 strengthen and support the mine to necessary extent.

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 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 and observe all orders and regulations which the Central and State Governments as the results of such inspection or otherwise may from time to time see fit to impose.

To allow inspection of workings.

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

To report accidents

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 the 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 report discovery of other minerals.

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

To keep records and accounts regarding production & employees etc.

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

Seef Aliji  
COLLEC  
CHHTA



- (7) Such other facts, particulars and circumstances as the State or Central 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/~~lessee~~ shall at all times during the said term maintain at the mine office correct intelligible up-to date and complete plans and sections of the mines in the said lands. They shall show all the operations, and workings and all trenches, pits and drillings made by him/~~them~~ in the course of operations carried by him/~~them~~ under the lease, faults and other disturbances encountered and geological data and all such plans and sections shall be ammended 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/~~lessee~~ 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/~~lessee~~ shall allow any officer of the Central or 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 quantity of reserves quality-wise.

Act LXVII of 1957.

12. The lessee/~~lessee~~ 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 LXVII 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/~~lessee~~ 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 twenty four hours to be entered in the aforesaid books of accounts. The lessee/~~lessee~~ 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 there of and to check the accounts kept by the lessee/lessees. The lessee/lessees shall give ~~60~~ (sixty) days previous notice in writing to the Deputy Commissioner/Collector of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

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 machines or weights shall be found incorrect or out of repair or order the State Government may require that the same be adjusted, repaired and put in order by and at the expense of the lessee/lessees and if such requisition be not complied with within fourteen days after the same shall have been made, the State Government may cause such weighing machines 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 any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the State Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and said rent and royalty shall be paid and accounted for accordingly.

To allow test of weighing machine.

15. The lessee shall make and pay reasonable satisfaction and compensation for all damage injury or disturbance or person or property situated both in private and Government land which may be done by or on the part of lessee in exercise of the liberties and power granted by these presents and shall at all times save harmless and keep indemnified the State Government from and against all suits claims and demands which may be brought or made by any person or persons in respect of any such damage, injury or disturbance. In case of Government land the lessee shall grant compensation equal to sixty or ninety times of the land Revenue (that may be assessed in case it has not been assessed) in case of lease of 20 and 30 years respectively.

To pay compensation for injury of third parties.

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 Governments 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 developing and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage or 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.

Not to obstruct working of other minerals.

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

Transfer of lease

See file  
Collector  
CHANDWARA



in respect of any mineral specified in Schedule I 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 undertakings will or may be substantially controlled by, any person or body of persons other than the lessee/lessees.

(2) Without prejudice to the above provisions, the lessee/lessees may, subject to the conditions specified in the proviso to rule 35, of said rules transfer this lease or any right, title or interest therein, to a person holding a certificate of approval and an income tax clearance 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 working 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 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 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 the lessee/lessees' operations 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 direction shall be the sole judge it shall be terminable if so required in writing by the State Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee/lessees accordingly.

Lessee shall deposit any additional amount necessary.

19. Whenever the security deposit of Rs. 1,000/- ~~Rs. 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 upto the sum of Rs. 1,000/- ~~Rs. 500/-~~.



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 terms 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 has 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.

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

21. (a) The State Government shall from time to time and all times during the said term have the right (to be exercised by notice in writing to the lessee/lessees) of pre-emption of the said mineral (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 power conferred by this provision in the quantities at all times in the manner and at place specified in the notice exercising the said right.

Right of pre-emption.

(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 products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption PROVIDED THAT in order to assist in arriving at the said fair market price the lessee/lessees shall if so required furnish to 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 stage 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 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

See original  
Collector  
DIPRA



on behalf of the Central Government or State Government regarding the use of 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 and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this lease.

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.

Furnish of geophysical data.

24. The lessee/lessees shall furnish :—

- (a) all geophysical data relating to mining fields or engineering and ground water surveys, such as anomaly maps, sections, plans, structures, contour maps, logging, collected by him/them during the course of mining operations to the Director, Geological Survey of India, Calcutta.
- (b) all informations pertaining to investigations of radia active minerals collected by him/them during the course of mining operations to the Secretary, Department of Automic 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 rightfully claiming under it.

Acquisition of land of third parties & 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 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

(II).

In Schedule I, in Form 'K' in Part VII  
in Clause 17(1).

- (a). The words "which in the case of 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 Govt." shall be omitted.
- (b). the following proviso shall be inserted namely :-

" Provided that the State Govt. shall not give its written consent unless -

- (a) the lessee has furnished an affidavit along with his application for transfer of the 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.

For COAL MINES AUTHORITY Ltd.,

*Sd/- M. G. K.*

GENERAL MANAGER,

Pench Area,  
LESSEE.

LESSOR.



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 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 operations as may be necessary for the purpose of this lease. In assessing the amount of such compensation the State Government shall be guided by the principles of the Land Acquisition Act.

3. Where the mining lease relates to any mineral not specified in Schedule I 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.

To renew.

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 Schedule I 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 is 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 upto the expiration of the term hereby granted. The State Government on receipt of application for renewal, shall consider it in accordance with Rule 28 of the said rules and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessee/lessees and upon his executing and delivering 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 50 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 Concessions Rules, 1960, applicable to Cong (name of minerals) on the day next following the expiration of the term hereby granted.

4. The lessee/lessees 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 these presents.

Liberty to determine the lease.

*See the  
Correspondence  
concerning*



4. (a) The State Government may on an application made by the lessee permit him to surrender one or more minerals from his which is for a group of minerals on the ground that deposits of that minerals have since exhausted or depleted to such an extent that it is no longer possible to work the minerals economically, subject to the condition that the lessee :—(a) makes an application for such surrender of minerals at least six months before the intended date of surrender and
- (b) gives an undertaking that he will not cause any hinderance in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that mineral.

Refund of security deposits

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

## PART IX 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 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 proceedings 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 clause (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".

4. Failure on the part of the lessee/lessees to fulfil any of the terms and conditions of this lease shall not give the Central or State Government any claims against the lessee/lessees or be deemed a







10. The lessee/lessees hereby agrees/agree to lease out to the Coal Mines Labour Housing Board constituted under the Coal Mines Labour Welfare Fund Act, 1947 (hereinafter called the Board) such plot or plots of surface land in the said areas as may be required by the said Board for construction of houses for coal miners for a period of forty years or till the expiry of the terms of mining lease/leases whichever is earlier at a nominal rent of Re. 1/- per annum and to hold himself/themselves responsible for the proper maintenance and repairs of the houses constructed on the said plot/plots and further undertakes/undertake to pay and discharge all rents, rates, taxes and other charges which are now or hereafter may be payable in respect of the said premises or buildings to be erected thereon by the landlord or tenant and further undertakes/undertake to fulfil the terms and conditions laid down by the New Housing Scheme for Coal Miners or or any other housing scheme of the Board, as amended from time to time. The lessee/lessees further stipulates/stipulate if the Board has already constructed houses on any portion/portions of the land taken from previous lessee/lessees the lessee/lessees agrees/agree to accept the said existing lease/leases as having been granted by this lessee/lessees and to renew the said lease/leases for a period which may be necessary to complete 40 years under the said terms and conditions as contained in the previous lease/leases by the previous lessee/lessees.

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

*Sd/- Eligible*  
COLLECTOR  
CHHINDWARA

Signed by

for or on behalf of the Governor/President of India  
in the presence of.



Witnesses :

1. *Sd/- Eligible*  
6/12/25
2. *Sd/- Eligible*  
6/12/25

*महाराष्ट्र  
राज्य सरकार  
अर्थ विभाग  
पुणे*

FOR COAL MINES AUTHORITY LTD.

*Sd/-*  
( H.C. SAHNI )  
LESSEE. GENERAL MANAGER,  
PUNJ AREA.

Witnesses :

1. *Sd/- Eligible*
2. *Sd/- Eligible*

*Signed in my presence*  
*Sd/- Eligible*  
Executive Magistrate  
for District Magistrate





श्री एच. सी. सैनी जगदल मनेज

श्री एच. सी. सैनी जगदल मनेज  
 5.4.76  
 General manager  
 Coal mines Authority LTD  
 pench

श्री एच. सी. सैनी जगदल मनेज  
 श्री एम. ए. लिमिटेड परासिया  
 त. दि.

श्री एच. सी. सैनी जगदल मनेज  
 श्री एम. ए. लिमिटेड परासिया  
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 श्री एम. ए. लिमिटेड परासिया  
 त. दि.







18/11  
AN AGREEMENT made on this 19<sup>th</sup> day of January 1961 made between  
THE GOVERNOR OF THE MADHYA PRADESH (herein after referred to as "the  
Lessor" which expression shall, where the context so admits, include  
his successors in office and assigns) of the one part and THE AMALGAMATED  
COALFIELDS LTD., a Company incorporated under the Indian Companies Act  
1913 and having its registered Office at No.4 Bankshall Street in the  
town of Calcutta (hereinafter called "the Transferee" which expression  
shall, where the context so admits, include its successors and assigns)  
of the other part ;

WHEREAS by virtue of an Indenture of Lease described in the Schedule  
below (hereinafter called "the Lease") made between the Lessor and (a)  
Messrs. Dalmia Jain & Co. Ltd., having its registered Office at Junnordeo  
in the District of Chhindwara in the State of Madhya Pradesh, (b) and  
now vested by transfer in the Messrs. Bharat Collieries Ltd., having its  
registered Office at Junnordeo Tahsil and District Chhindwara in the  
State of Madhya Pradesh (hereinafter called the "Lessee"), the lessee  
is entitled to search for win and work the mines and minerals therein  
mentioned for the term and subject to the payment of the rent and royalties  
and the observance and performance of the lessee's covenants and conditions  
in the lease reserved and contained including a covenant not to assign the  
lease or any interest thereunder without the previous sanction of the  
Lessor;

Subscribed  
by

.. / 2

25. ~~11.11.19.4~~

S. C. Nune

g. ~~inter~~  
3.4

THE AMALGAMATED COALFIELDS LTD.

जिन्हें मैं व्यक्तिगत रूपसे जानता हूँ स्वीकार करते हैं कि तब सितार पंजीयन विरोधों का निष्पत्ता बिना पत्रों या को प्रतिकाज के बुझे/पानी के ..... प्राप्त हो गये। यह ..... के व्यक्ति के द्वारा भ्रष्ट है, और प्रत्यक्ष रूप से पंजीयन का प्रभाव है जो पंजीयन के साथ प्राप्त होगी।

पान सारीख ..... ८-३-६९ ..... १६

31/3/60

अथर्ववेद

f. (1)  $\frac{1}{2} \ln 2$  (2)  $\frac{1}{2} \ln 2$  (3)  $\frac{1}{2} \ln 2$





AND WHEREAS THE LESSEE is now desirous of transferring and assigning the Lease to the Transferee and the Lessor has, at the request of the Lessee, granted the requisite sanction to such transfer and assignment upon condition of the Transferee entering into an agreement in and containing the terms and conditions hereinafter set forth ;

NOW IT IS HEREBY AGREED AND DECLARED by the Transferee with and to the Lessor that , from and after the transfer and assignment of the Lease by the Lessee to the Transferee, the Transferee shall be bound by, and be liable to perform, observe and conform and be subject to, all the provisions of all the covenants, stipulations and conditions in the Lease in the same manner in all respects, as if the Lease had been granted to the Transferee, as the Lessee thereunder and it had originally executed it as such and the Transferee hereby undertakes and agrees with the Lessor to perform and observe the same covenants, stipulations and conditions in all respects accordingly.

THE SCHEDULE ABOVE REFERRED TO :

1. Junnor Bistsla and Govt. Forest Block No.3  
Umreth Range for 539.85 acres.

(a) Area of Junnor Bistsala Mouza.	179.85 acres.
(b) Area of Govt. Forest Block. No.3	360.00 "
Total.	539.85 "

Description of the areas.

Within Thana Tahsil and Sub Registry Office Chhindwara in the District of Chhindwara in the State of Madhya Pradesh.

- (a) In Junnor Bistsala Mouza.

<u>Khasra No.</u>	<u>Acres.</u>
1	3.83
2	4.87
3	12.28
4 (Part)	4.36
5	3.46
6	0.11
7 (Part)	6.75
8 (Part)	2.76
19	7.53
20	0.19
21	0.44
22	0.13
23	0.14
24	1.07
25	0.33
26	1.99
27	9.80
	60.04

C/O

.. / 3







<u>Khasra No.</u>	<u>B/F</u>	<u>Acres.</u>
		60.04
28		0.44
29		0.43
30		0.33
31		0.27
32		0.24
33		0.28
34		0.41
35		0.29
36		0.30
72		0.85
74		0.62
75		0.34
76		0.32
77		0.40
78		0.54
79		3.54
80		5.09
81		1.64
82		0.88
83		0.65
84		13.53
85		1.32
86 (Part)		4.71
87		7.26
88		13.85
90 (Part)		2.43
91		21.64
92		15.79
94		9.20
95		12.22
Total.		179.85 Acres.

(b) Govt. Forest Block, Umreth Range.  
No. 3 360.00 acres.  
Total. 360.00 acres.

are  
IN WITNESS whereof the hands of the parties/set hereto the day and  
year first above written.

*Signature*  
19.1.67

Under Secretary to Government  
Madhya Pradesh  
Department of Natural Resources.

Name and addresses of  
witnesses.

1. *Crescent*
2. *183adhiye*

In the presence of

1. S. G. M. S. S. S.

TRANSFERRED  
Authorized Agent,

THE AMALGAMATED COALFIELDS LTD.



*Signature*  
*Chhindwara*

Signed in my presence  
*Signature*  
Magistrate First Class  
Chhindwara  
11/6

आज तारीख ८ मार्च ३  
१६-१९ को पुस्तक क्रमांक १३१-३  
अन्य १६३ के पुस्तक क्रमांक  
५०८ के पुस्तक क्रमांक फंका गया.

डा. (१) श्री लाल शर्मा  
उप-पंजीयक,

२)  
१.२४  
३.२४  
४





FC



*R. D. S. J.*  
Proper Officer.

THIS INDENTURE made this 10th day of July 1954  
BETWEEN THE GOVERNOR RAJPRAMUKH OF Madhya Pradesh  
(hereinafter referred to as the "State Government" which expression shall where the context so admits be deemed to include his successors in office and assigns) of the one part and (1) \_\_\_\_\_ (name of person) of \_\_\_\_\_ (address and occupation) (hereinafter referred to as "the lessee" which expression shall where the context so admits be deemed to include his heirs executors administrators representatives and permitted assigns) (1) and (2) \_\_\_\_\_ (Name of Person) of \_\_\_\_\_ (Address and Occupation and \_\_\_\_\_ (Name of Person of \_\_\_\_\_ (Address and occupation) (Name of Person) of \_\_\_\_\_ and \_\_\_\_\_ (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) (2) and (3) \_\_\_\_\_ (Name of Person) of \_\_\_\_\_ (Address) and \_\_\_\_\_ (Name of Person) of \_\_\_\_\_ (Address) and \_\_\_\_\_ (name of Person) of \_\_\_\_\_ (Address) all carrying on business in partnership at \_\_\_\_\_ (address of the firm or syndicate) under the name and style of \_\_\_\_\_ (name of the firm or syndicate) registered under \_\_\_\_\_ (Act under which registered) (hereinafter referred to as the licensee which expression shall when the context so admits be deemed to include all the partners of the said firm, their representatives, heirs, executors, administrators and permitted assigns) (3) and (4) M/s Dalmia Jain & company Ltd. (name of company) a company registered under \_\_\_\_\_ (Act under which incorporated) and having its registered office at Jaunpore 25th Chhindwara (address) (hereinafter referred to as the lessee which expression shall where the context so admits be deemed to include its successors and permitted assigns) (4) of the other part \_\_\_\_\_

(1)-(1)  
When the lessee is an individual.

(2)-(2)  
When the lessees are more than one individual.

(3)-(3)  
When the licensee is a registered firm or syndicate.

(4)-(4)  
When the lessee is a registered company.



WHEREAS the lessee/lessees has/have applied to the State Government in accordance with the Mineral Concession Rules 1949 (hereinafter referred to as the said Rules) for a mining lease for Coal in respect of the lands described in Part I of the Schedule have hereunder written and has/have deposited with the State Government the sum of Rs. 500/- as security and the sum of Rs. 500/- for meeting the preliminary expenses for a mining lease and whereas the lessee in the possession of a valid certificate of approval (and WHEREAS the Central Government has no objection to the grant of the lease.\*

WITNESSETH that in consideration of the rents and royalties covenants and agreements by and in these present 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 the lessee/lessees. All those the mines bed/veins seams of Coal (here 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 restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessee/lessees from the 26th day of January 1950 for the term of 20 years thence next ensuing YIELDING AND PAYING therefor unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee/s hereby covenants/convenant 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 is expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

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

The Schedule above referred to.

#### PART I

#### THE AREA OF THIS LEASE

Location and area of the lessee.

- (a) All that tract of lands situated at Junnor Distdala & Govt. (Description) of area or areas) forest in (Pargana) in the Registration District of Chhindwara Sub-district Chhindwara and Thana bearing Cadastral Survey Nos. detailed in schedule below containing an area of 532.85 or thereabouts delineated on the plan hereto annexed and thereon coloured red and bounded as follows:—

On the North by boundary of Junnor Damani & Govt. forest

On the South by P.N. no. 7, 8, 18, 39, 18, 37, 2, 73, 71, 89, 96, 90, 96 & 97 of m. Junnor Distdala

\* In case of "Specified" minerals only.



Schedule

<u>Mouza</u>	<u>Tah. &amp; Distt.</u>	<u>Kh. Nos.</u>	<u>Area in acres</u>
annor Bistsala	Chhindwara	1	3.85 Three decimal eight three
		2	4.87 four decimal eight seven
		3	12.28 Twelve decimal two r eight
		P. 4	4.36 four decimal three t six
		5	3.46 three decimal four six
		6	0.11 cipher decimal one ve one
		P. 7	6.75 six decimal seven five
		P. 8	2.76 two decimal seven six
		1	7.55 seven decimal five three
		2	0.19 cipher decimal one nine
		3	0.44 cipher decimal four four
		4	0.15 cipher decimal one three
		5	0.14 cipher decimal one n four
		24	1.07 one decimal cipher seven
		25	0.55 cipher decimal three three
		26	1.99 one decimal nine nine
		27	9.80 nine decimal eight cipher
		28	0.44 cipher decimal four four
		29	0.45 cipher decimal four three
		30	0.55 cipher decimal three three
		31	0.27 cipher decimal two seven
		32	0.24 cipher decimal two four
		33	0.28 cipher decimal two eight
		34	0.41 cipher decimal four one
		35	0.29 cipher decimal two nine
		36	0.30 cipher decimal three cipher
		72	0.85 cipher decimal eight five
		74	0.62 cipher decimal six tw
		75	0.54 cipher decimal three four
		76	0.32 cipher decimal three two
		77	0.40 cipher decimal four cipher
		78	0.54 cipher decimal five for



<u>Mouza</u>	<u>Tah. &amp; Distt.</u>	<u>Kh. Nos.</u>	<u>Area in acres</u>
Junnor-Bistsela	Chhindwara	79	5.54 three decimal five four
		80	5.09 five decimal cipher nine
		81	1.64 one decimal six four
		82	0.88 cipher decimal eight eight
		85	0.65 cipher decimal six five
		84	13.53 thirteen decimal five three <i>Chhindwara</i>
		85	1.32 one decimal three two
		P.86	4.71 four decimal seven one
		87	7.26 seven decimal two six
		88	13.85 thirteen decimal eight five
		P.90	2.45 two decimal four three
		91	21.64 twenty one decimal six four
		92	15.79 fifteen decimal seven nine
		94	9.20 nine decimal two cipher
		95	12.22 twelve decimal two two

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Area in mouza Junnor-Bistsela 179.85 One hundred and seventy nine decimal eight five

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Government Forest

Government Forest Block No. 3, Umreth Range, tahsil and district Chhindwara.

360.00 Three hundred and sixty decimal cipher cipher

Total of the area in mouza Junnor-Bistsela and Govt. forest Block no. 3, Umreth Range, tahsil and district Chhindwara

539.85 Five hundred and thirty nine decimal eight five.

---

*under secy.*

*J.D. Bistela*  
*Lessee.*



On the East by Kh. no. 93 of m. Junnor Bistsala  
and

On the West by Govt. forest and

~~hereafter referred to as "the said lands".~~ Ws. Lessee

(b) Govt. forest Block no. 3 Umreth Range tah & distt. Chhindwara  
bounded as follows:—

on the north by Govt. forest

on the south by " "

on the East by boundary of m. Jinaur

on the west by boundary of Panara Jagir.

vide schedule attached.

W.S.

W.S. Bishnoi  
Lessee

## 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 upon the said lands and to search for mine bore dig drill for win work dress process convert carry away and dispose of the said mineral/minerals.

To sink drive  
and make pits  
and in lines  
etc.

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

To bring and  
use machinery  
equipment, etc.

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

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

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

To get building  
and road materi-  
als, etc.

5. Liberty and power for or in connection with any of the purposes mentioned in this part to quarry and get stone gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles, 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 of 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 as so to deprive any cultivated lands villages buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs provided that the lessee/lessees shall not interfere with the navigation in any navigable stream nor shall divest such stream without the previous written permission of the State Government.

To use land for  
stacking, heaping  
or 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 strong or depositing thereon 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 produc-  
tion.

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.



From—

CHIEF MINING ENGINEER,  
PARASIA.

To—

MANAGING AGENTS,  
CALCUTTA.

Ref. No. :— ML/EX-5/63.

29th March, 1963.

Subject :— JUNNORDEO DOLLIERY.

Reference : Your letter 15/16 dated 23rd March, 1963.  
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The original lease deed is at your end which we had forwarded for safe custody with our letter No. ML/Ex-5/61 dated 29th September, 1961..

If attestation of a copy of Clause 9 of Part II of the lease is not possible in Calcutta, the original document may please be sent to us as its production before the Magistrate is indispensable for purpose of attestation.

  
CHIEF MINING ENGINEER.

V/S: 

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

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

9. Liberty and power for or in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as provided in clause 3 of Part III of this Schedule to clear undergrowth and brushwood and to fell and utilise any trees or timber 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.

To clear brush-  
wood and to fell  
and utilise trees  
etc.

### PART III

#### RESTRICTIONS AND CONDITIONS AS TO THE EXERCISE OR THE LIBERTIES, POWERS AND PRIVILEGE PART II

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 prejudicially affect any buildings works property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the State Government for works or purposes not included in this lease. The lessee shall not also interfere with any right of way, well or tank.

No building  
etc., upon certain  
places.

2. Before using for surface operations any land which has not already been used for such operations the lessee/lessees shall give to the Deputy Commissioner/Collector of the District two calendar months previous notice in writing specifying the name or other designation 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.

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

3. The lessee/lessees shall not without the express sanction of the Deputy Commissioner/Collector cut down or injure any timber or trees on 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 or the State Government.

To cut trees in  
unreserved lands.

4. Notwithstanding any thing in this Schedule contained the lessee/lessees shall not enter upon any reserved forests 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.

To enter upon  
reserved forests.

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 yards from any railway line except with the previous written permission of the Railway Administration concerned or from any reservoir, canal or other public works or buildings or inhabited site except with the previous permission of the Deputy Commissioner/Collector or any other Officer authorised by the State Government in this behalf and otherwise then in accordance with such instructions, restrictions and conditions either general or special which may be attached to such per-

No mining operations  
within 50  
yards of public  
works etc.



mission. The said distance of 50 yards 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 cutting as the case may be and in case of a building horizontally from the plinth thereof.

**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 1899, by Section 3 sub-section (4) of that Act. 'Public Road' shall mean a road which has been constructed or artificially surfaced as distinct from a tract resulting from repeated use.

Facilities for adjoining Govt. licences and leases.

6. The lessee/lessees shall allow existing and future holders of Government licences or leases over any land which is comprised in or adjoins or is reached by the land held by the 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 shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reasons of the exercise of this liberty.

#### PART IV

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

To work other minerals.

1. Liberty and power for the State Government or any lessee or persons authorised by it in that behalf to enter into and upon the said lands and to search for win work dig get raise dress process convert and carry away any minerals other than the said minerals and any other substances and for those purposes to sink drive make erect construct maintain and use such pits shafts inclines drifts levels and other lines waterways airways water courses drains reservoirs engines machinery plant building canals tramways railway roads ways and others 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 shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reasons or in consequence of the exercise of such liberty and power.

To make railways 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 II of these presents and to get from the said lands stones gravel earth and other materials for making maintaining and repairing such railways tramways and roads or any existing railways and roads and to go and repass at all times with or without horses cattle or other animals carts wagons carriages locomotives or other vehicles over or long any such railways tramways roads lines and other ways for all purposes and as occasions may require, provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties powers and privileges of the lessee/lessee under these presents and that fair compensation 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 by such lessee or person of such liberty and power.





## PART V

## RENTS AND ROYALTIES RESERVED BY THIS LEASE

1. The lessee/lessees shall not pay in respect of any half yearly period both the dead rent reserved by clause 2 of this Part and also the sum of the royalties reserved by Clause 3 of this Part but only whichever of them is of the greater amount.

To pay dead rent or royalty whichever is greater.

Rate and mode of payment of dead rent.

(Here insert the amount payable under Rule 41 (1) (iii) Mineral concession Rules.)

Rate and mode of payment of royalty.

(Here insert the rate of royalty.)

Payment of surface rent.

2. Subject to the provision of Clause 1 of this Part, as from the 26<sup>th</sup> day of January 1950 during the subsistence of this lease the lessee/lessees shall pay to the State Government (in two equal half yearly instalments on the 15th day of January/July and the 15th day of July/January in each year)\* certain annual dead rent at the following rates per acre of the lands described in Part I of this Schedule.

Rs. 1350/- (One thousand three hundred & fifty)

half yearly at Rs. 5/- per acre per annum.

3. Subject to the provision of clause 1 of this Part, the lessee/lessees shall during the subsistence of this lease pay to the State Government a such times and in such manner as the State Government may prescribe royalty as follows. Provided that this rate is subject to such alteration as may be prescribed by the Central Government under the proviso to rule 41 (1) (i) of the Mineral Concession Rules, 1949.

at 5% of f.o.b. statutory price subject to a minimum of Rs. -/8/- per ton

4. The lessee/lessees shall pay rent 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 a rate equal to the land revenue plus water rate if any assessable under the rules of the irrigation department which the Deputy Commissioner shall certify to be assessed upon the land or if the land be un-assessed to land revenue or in reserved forest then a rent at the rate prescribed by the State Government, so occupied or used and so in proportion for any area less than an acre during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall so far as possible be restored to its original condition (which rent shall be paid upon each of the half-yearly dates hereinbefore appointed for the payment of the instalments of the certain annual dead rent)\*. PROVIDED THAT NO such rent 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 to access.

## PART VI

## PROVISIONS RELATING TO THE RENTS AND ROYALTIES

1. The rent and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the State Government at Chhindwara and in such manner as the State Government may prescribe PROVIDED ALWAYS and it is hereby agreed that Rs. 5.00/- 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.

Rent and Royalties to be free from deductions etc.

2. For the purpose 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

Mode of computation of royalty.

Or as the State Government would deem suitable.



in stock or in the process of export may be checked by any Officer authorised by the Central or State Government.

(Specify the mode of arriving at pit-head value the rate of royalty chargeable and in case of lump-sum royalty per ton this sum may only be indicated.)

In order to arrive at the sale value of the mineral at the pit's mouth for the purposes of assessing the royalty the lessee/lessees shall submit half yearly i.e., on the 15th March/15th September and 15th September/15th March every year to the Deputy Commissioner and the Director of Geology and Mining, Madhya Pradesh, a statement in the prescribed form showing the selling price of all the mineral and its products carried away or exported from the said lands for the half year ending on the 31st December and 30th June respectively and giving therein a full and true account of the cost of carriage and freight incurred in conveying and causing the same to be delivered to the purchasers in terms of the sales. The lessee/lessees shall at the same time submit audited books of accounts showing the percentage in units of the metal contained in each consignment of ore carried away or exported from the said lands or at the option of the State Government signed copies of the analysis of the ore made by some firm of analytical chemists approved by the State Government. The value at the pit's mouth of all minerals so sold, carried away or exported by the lessee/lessees or used in the preparation of any marketable products therefrom or therewith upon which the aforesaid royalty is to be paid shall be taken to be the difference between the F.O.R. market value at the nearest railhead and the cost of carriage thereto. The said royalty shall be calculated upon the pit's mouth value of the said mineral as and when the same shall be sold upon, carried away or exported from the said lands or previous to its use for preparation of any other marketable products therefrom or therewith.

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

3. Should the royalty and/or rent reserved and made payable by the lease be not paid within a space of two calendar months next after the date fixed in the lease for the payment of the same, the State Government may enter upon the premises and distrain all or any of the mineral or benefited products or moveable property therein and may order the sale of the property so distrained or of so much of it as will suffice for the satisfaction of the rent and/or royalties due, and all costs and expenses occasioned by the non-payment thereof.

#### PART VII

#### THE COVENANTS OF THE LESSEE/LESSEES

Leases to pay rents, royalties taxes, etc.

To maintain and keep boundary marks in good order.

1. The lessee/lessees shall pay the rents and royalties reserved by this lease at such times and in the manner provided in PART V & 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 respects 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.

2. The lessee/lessees shall at his 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 operations 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 operations within one year from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for win work and develop the said minerals without voluntary intermission in a skilful and workman like manner and as prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structures or other property thereon. For the purposes of this clause operations shall

6-A. The lessee shall not commence depillaring operations under the said lands without previous permission in writing of the State Government and in no case shall the lessee depillar the bottom seam where more than one seam occurs without first working the top seam or seams.

6-B. The lessee shall within one year from the 26th day of January 1950 commence to work the lower seam occuring in the said lands.

4. s.

*J. S. Bright*  
Lessee

10. The lessee/lessees shall...  
or cause to be kept at an office to be situated upon or near the said lands



include the erection of machinery laying of a tramway or construction of a road in connection with the mine.

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 in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage injury or disturbance and costs and expenses in connection therewith.

*To indemnify Govt. against all claims.*

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 working that may be made or used in the said lands and made 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 secure and keep in good condition pits, shafts, etc.*

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 strengthen and support the mines to necessary extent.*

*6-A & 6-B vide slip attached.*

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 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 works effectually assist such officers 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 and 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 allow inspection of workings.*

8. The lessee/lessees shall without delay send to the 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 accidents.*

9. Whenever the lessee/lessees shall find in the said lands any minerals other than the said mineral/minerals the lessee/lessees shall immediately report such discovery in writing to the State Government with full particulars of the nature and position of each such find.

*To report discovery of other minerals.*

10. The lessee/lessees shall at all times 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:—

*To keep records and accounts regarding production and employees etc.*

- (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 quantities 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 the said mineral/minerals.
- (6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.
- (7) Such other facts, particulars and circumstances as the Central or the State Govts. 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 abstracts 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 officer for the purpose of examining and inspecting the said books of accounts 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 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 these are 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 also allow any officer authorised by the Central or the State Government to inspect the same at all reasonable times.

Act LIII of  
1948

12. The lessee/lessees shall be bound by such rules as may be issued by the Government of India under Section 6 of the Mines and Minerals (Regulation and Development) Act, 1948 (Act LIII of 1948) 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. 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 property 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 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 twenty four hours to be entered in the aforesaid books of accounts. The lessee/



lessees shall permit the State Governments 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.....days previous notice in writing to the Deputy Commissioner/Collector of every such measuring or weighing in order that he or some officer on his behalf may be present there at.

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 out of repair or order the State Government may require that the same be adjusted, repaired and put in order by and at the expense of the lessee/lessees and if such requisition be not complied with within fourteen days after the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted, repaired and put in order and the expense of so doing shall be paid by the lessee/lessees to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the State Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

To allow test  
of weighing  
machine.

15. The lessee/lessees shall make and pay reasonable satisfaction and compensation for all damage injury or disturbance of person or property which may be done by or on the part of the lessee/lessees in exercise of the liberties and power granted by these present and shall at all times have 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.

To pay compen-  
sation for injury  
to third parties.

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 Governments and to the holders of prospecting licences 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 developing and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage or injury which he may sustain by reason or in consequence of the use of such passage by such lessees or holders or prospecting licenses.

Not to obstruct  
working of other  
minerals.

✓ 17. The lessee/lessees may assign this lease or transfer any right title or interest hereunder to a person holding a certificate of approval with the previous written sanction of the State Government on payment of a fee of Rs. 100. The lessee/lessees shall not allow this lease or any right title or interest hereunder to be attached or sold in compliance with any decree or order of a Court or Revenue Officer. Provided also the assignment or transfer as aforesaid the instrument thereof shall be registered within three completion the date of its calendar months from the date of its completion.

Liberty to  
assign or transfer  
his rights.



Not to be financed or controlled by a Trust Syndicate Corporation firm or persons.

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 the lessee's/lessees' operations 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 by forthwith thereafter determined by the lessee/lessees accordingly.

Lessee shall deposit any additional amount necessary other than security deposits.

19. Whenever the security deposit of Rs. ~~1000~~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 Governments pursuant to the power 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. ~~1000~~500.

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

20. The lessee/lessees shall at the expiration or sooner determination of the said term or any renewal thereof deliver up to the State Government all mines pits shafts inclines drifts levels waterways airways and other works now existing or hereafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in an 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.

21. (a) The State Government shall from time to time and at all times during the said term have the right (to be exercised by notice in writing to the lessee/lessees) of pre-emption of the said minerals (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the 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 power conferred by this provision in the quantities at the times in the manner and at the place specified in the notice exercising the said right.

(b) Should the right to 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

\* This clause can be inserted only with the approval of the Central Government.



Government be detained on demurrage at the port or 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 products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption PROVIDED THAT in order to assist in arriving at the said fair market price the 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 and obey all directions given by or on behalf of the Central 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 and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

## PART VIII

### THE COVENANTS OF THE STATE GOVERNMENT

1. The lessee/lessees paying the rents 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 rightfully claiming under it.

Lessee may hold and enjoy rights quietly.

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 and State Government are satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee shall have deposited with it such further

Acquisition of lands of third parties and compensation thereof.



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 operations as may be necessary for the purpose of this lease. In assessing the amount of such compensation the State Government shall be guided by the principles of the Land Acquisition Act.

To renew.

*See  
his.*

*72 Bisland  
Lessee*

(Name of  
minerals).

Liberty to  
terminate surre-  
nder or relinqui-  
sh any part of  
leased area.

Refund of secu-  
rity.

Obstruction to  
inspection.

3. 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 of ..... years from the expiration of the term hereby granted and of such desire 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 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 upto the expiration of the term hereby granted the State Government will upon the request and at the expense of the lessee/lessees and upon his executing and delivering to the State Government if required a counterpart thereof execute and deliver to the lessee/lessees a renewal as of the said premises for the future term of ..... years at such rates and royalties and on such term and subject to such covenants and agreements, including this present covenant to renew as shall be in accordance with the Mineral Concession Rules, 1940, applicable to—  
on the day next following the expiration of the term hereby granted.

4. The lessee/lessees may at any time determine this lease by giving not less than twelve calendar months' notice in writing to the Deputy Commissioner and upon the expiration of such notice and provided the lessee/lessees shall upon such expiration render and pay all rents royalties compensation for damage and other monies which may then be due and payable under these presents to the lessor or any other person or persons and shall deliver up these presents to the Deputy Commissioner then this present lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the lessor in respect of any breach of any of the covenants or agreements contained in these presents.

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

## PART IX

### GENERAL PROVISIONS

1. In case of breach of any of the conditions of the lease other than mentioned in clauses 2 and 3 of this Part then the State Government may require the lessee/lessees or his/their transferees or assignees to pay penalty not exceeding an amount equivalent twice the amount of the annual dead rent specified under clause 2 part V.

2. In case the lessee/lessees or this/their transferees or assignees does/do not allow or obstruct entry or inspection, by the officers authorised by the Central or State Governments the State Government may cancel the lease and forfeit the whole or part of the deposit made under rule 36 of the Mineral Concession Rules, 1940.



3. In case the lessee/lessees or his/their transferees or assignees commit any breach of any of the conditions specified in clauses (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix), and (x) of rule 41 (1) of the Mineral Concession Rules, 1949, then and in any such case the State Government shall give notice in writing to the lessee/lessees of his/their transferees or assignees as the case may be asking him/them to remedy the breach within 60 days from the date of the notice and if the breach is not remedied within such period the State Government may determine the lease provided that nothing herein contained shall debit the State Government from enforcing any other right or remedy that the State Government may have against the lessee/lessees or his/their transferees or assignees under any other provisions herein contained.

To lay penalty  
in case of breach.

4. In case of breaches of the covenants and agreements by the lessee/lessees on which the aforesaid notice has been given the State Government in lieu of giving 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  
lease due to  
'Force majeure'.

5. Failure on the part of the lessee/lessees to fulfil any of the terms and conditions of this lease shall not give the Central or State Government any claim against the lessee/lessees or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from **force majeure**, and if through **force majeure** the fulfilment by the 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, earthquake, tide, storm, tidal waves, flood, lightening, explosion, fire, earthquake and any other happening which the lessee/lessees could not reasonably prevent or control.

Lessee to remove  
his properties  
on the expiry of  
lease.

6. The lessee/lessees having first paid and discharged the rents 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 clauses 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 own benefit all or any engines machinery plant buildings structures tramways railways and other works erections and conveniences which may have been erected set up or place 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 14 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 de-  
termination of  
lease.

7. (a) If at the end of six calendar months after the expiration or sooner determination of the said term or after the date from which any surrender by the lessee/lessees of a part or parts of the said lands under the provision contained in clause 4 of Part VIII of this Schedule become effective there shall remain in or upon the said land or the surrendered part or parts thereof as the case may be any engines machinery plant buildings, structures, tramways, railways and other work erections and conveniences or other property which are not required by the lessee/lessees in connection with his/their operations in those parts of the said lands which he/they has/have not surrendered or in any other lands held 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 be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State



Government shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.

Service of  
notices.

8. 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 been no such appointment then very 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.

9. The lessee agrees that he shall be bound by such additions, alterations and modifications as may hereafter be made by the lessor in the Standard form of mining lease, and that for the purpose of incorporating such additions alterations and modifications in this indenture the lessee shall when called upon so to do by a notice in writing in that behalf execute a supplementary agreement. The additions, alterations and modifications shall be binding on the lessee from the date of receipt of such notice by him.

IN WITNESS WHERE OF 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/Rajpramukh of  
Madhya Pradesh

Under Secretary to Govt.,  
Madhya Pradesh,  
Commerce & Industry Department.

in the presence of  
Witnesses

1. B. V. Pandolkar, M.P. Secy.
2. N. S. Kerkde, M.P. Secy.

Signed by

for and on behalf of  
Lessee

in the presence of  
Witnesses

1. R. Y. Sripurkar
2. H. L. Mishra Chhindwara

17/54 (Deis Office Chhindwara)

Printed at: - Nagpur Times Press, Nagpur.



Shri. Jaggy Dutt has  
executed in my presence

10/7/1954

Jaggy Dutt  
For Lessee  
Authorized Agent  
10<sup>th</sup> July 1954





405  
1/8  
406/21  
fixed  
to be realised  
Realised on 29/7/54

Presented at.....P.M. on the...26th  
day of...July 1954, in the Office of the  
Sub-Registrar of...Chhindwara sub-dist.  
Chhindwara district by...Yaggadatt do Balu Umraosing

To Bishnoi  
Yagn Dutt Bishnoi  
Bishnoi  
Dec 54

Shri Yaggadatt do Balu Umraosing, authorised agent  
for M/s. Dalmia, Jain & Company Ltd. Junnardeo  
not Ch'wara

who is/are personally known to me admit(s)  
execution of the so-called...Receipt and  
receipt of consideration in full/part Rs. ....  
..... and .....  
..... paid to  
him/them in my presence, dated.....

① Deliprasad do Shankarl Sharma (businessman  
of Junnardeo not Ch'wara & Digambar do  
Balaji private servant at Ch'wara  
examined as to the identity of the  
tenant(s), dated...26...7...54

Yagn Dutt Bishnoi  
for Dalmia Jain & Co. Ltd.  
Buldharnagar Branch.

Deenadattkar SR



Yaggadatt  
examined in my presence, on the...26th  
day of...July 1954  
Dec

Deiprasad Sharma.

Digambar Balaji Asolkar

11083

Having satisfied myself that this document was  
signed by Shri. P. V. Rao under Secy to Govt.  
(Comm) Indus Dept. in his official capacity, his  
name and signature are dispensed with, and the  
document is admitted to registration.  
Dated this 26th day of July 1954

Deenadattar SR

Added 45  
on pages 24 to 26. Volume 271  
on the 29th July 1954

Deenadattar  
Sub-Registrar

29 July 1954





MAP OF GOVERNMENT FOREST

BLOCK No. 3

UMRETH RANGE

TAHSIL & DISTT. CHHINDWARA

GRAZING WORKING CIRCLE

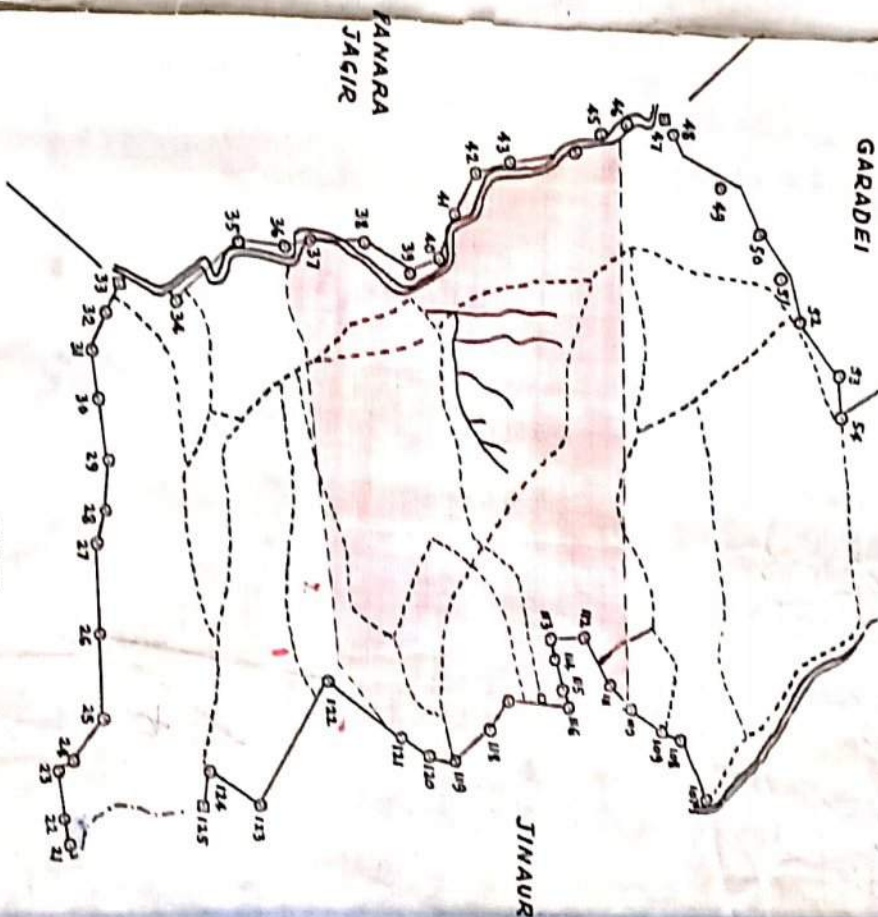
SCALE 4" = 1 MILE



AREA 360.00 ACRES

1956-57

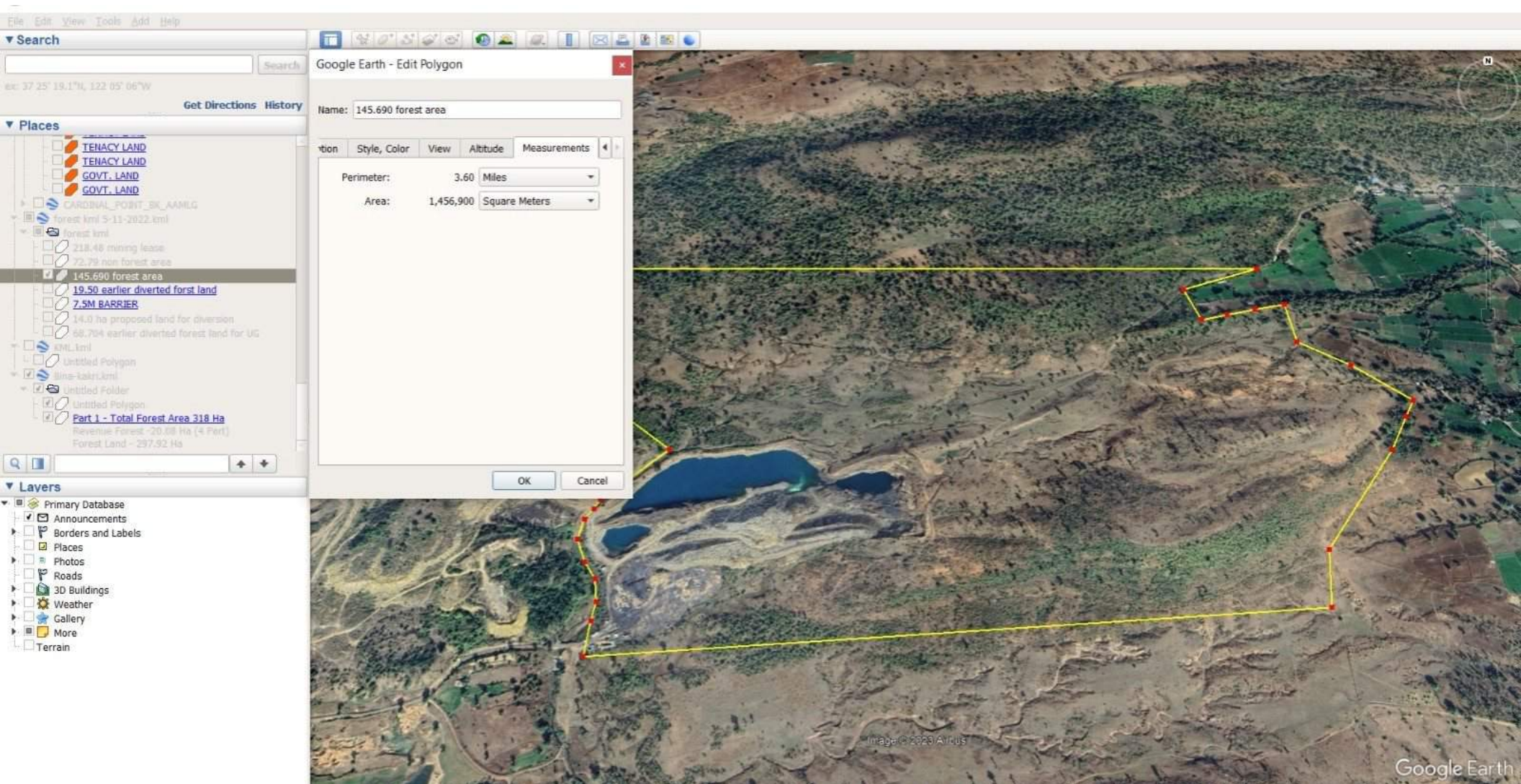
AREA HELD UNDER MINING LEASES SHOW IN RED



19.1.51



# ANNEXURE-III





## ANNEXURE-IV

Annexure-IV is KML file hence the same is enclosed as CD in Hard Copy as well as uploaded in portal.

# ANNEXURE-V

केवल नागपुर कोर्ट के अधिकार क्षेत्र में

Under jurisdiction of Nagpur Court Only



वेस्टर्न कोल्फील्ड्स लिमिटेड/ Western Coalfields Limited

मिनिरल कम्पनी/ (A Miniratna Company)

कोल इंडिया लिमिटेड की अनुषंगी कम्पनी/(A Subsidiary of Coal India Limited)

CIN-U10100MH1975GO1018626



क्षेत्रीय महाप्रबंधक का कार्यालय, कन्हान क्षेत्र  
पता: वेकोलि, कन्हान क्षेत्र, पोस्ट: डुंगरिया, जिला:  
छिंदवाड़ा, म.प्र.पिन: 480553

Office of Area General Manager, Kanhan Area

Address: WCL, Kanhan Area, PO: Dungaria,  
Dist: Chhindwara, MP, PIN: 480553

Email: agmkanhan@westerncoal.gov.in

FAX: 07160-230520, Phone: 07160-231245

संदर्भ सं: वेकोलि/कन्हान/योजना/2023/1419

दिनांक: 18-01-2023

## वचन पत्र

वनमंडल पश्चिम छिन्दवाड़ा के परिक्षेत्र जामई के ग्राम जुन्नारदेव विशाला के कक्ष क्रं० PF-454 के रकबा 14.000 हे० वनभूमि में भारत खुली खदान फेस- 2 कोयला उत्खनन हेतु-मेसर्स वेस्टर्न कोल्फील्ड्स लिमिटेड का व्यवर्तन का आनलाईन प्रस्ताव क्रं० FP/MP/MIN/26356/2017 वन विभाग के समक्ष प्रकियाधीन है।

वन विकास निगम लिमिटेड छिन्दवाड़ा मध्य प्रदेश के द्वारा प्रस्तावित वन क्षेत्र में पौधों का रोपण किया गया है, पौधों के रोपण में लागत राशिओं का मुआवजा देने के लिए आवेदक संस्थान वचन बद्ध है।

उपक्षेत्रीय प्रबंधक  
घोरावाड़ी उपक्षेत्र

महाप्रबंधक  
कन्हान क्षेत्र



# ANNEXURE-VI

Email Letter

Letter No

010705|WZ|Nagpur Region No.I|Perm|2019|3208|PLCommon\_CM2017|2



भारत सरकार  
Govt. of India  
श्रम एवं रोजगार मंत्रालय  
Ministry of Labour & Employment  
स्वास्थ्य सुरक्षा महानिदेशालय  
Directorate-General of Mines Safety



NO: 010705|WZ|Nagpur Region No.I|Perm|2019|3208

dated 22/05/2020

प्रेषक:

मनीष चंद्र जैसवाल

खान सुरक्षा निदेशक,

नागपुर क्षेत्र संख्या 1

सेवा मे:

भिकर्ता,

घोडावारी कॉलियारी संख्या 2,

मेसर्स वेस्टर्न कोलफील्ड्स लिमिटेड,

पोस्ट-घोडावारी खुर्द, जिला-छिंदवाडा, म.प्र. - 480555

Sub: Permission under Regulations 112(1) & 150(3) of the Coal Mines Regulations, 2017 to extract coal of partly developed/de-pillared No. I Seam (MEC-III Top seam) and removal of overburden by Opencast method using Heavy Earth Moving Machinery at Bharat OC Phase-II of Ghorawari Colliery No. 2 of M/s Western Coalfields Limited.

महोदय,

कृपया उल्लिखित विषय पर आपके पत्र संख्या Agent/GSA/2019 dated 17.09.2019 एवं ऑनलाईन आवेदन संख्या 65156 दिनांक 11-10-2019 और इसके साथ संलग्न प्रोफॉर्मों तथा नक्शों को संदर्भित करें।

The matter has since been considered in the light of what has been stated in your application under reference and shown on the accompanying plans.

In exercise of the powers conferred on the Chief Inspector of Mines (also designated as Director-General of Mines Safety) under Regulation 112(1) & 150(3) of the Coal Mines Regulations 2017 and by virtue of the authorization granted to me by the Chief Inspector of Mines (also designated as Director-General of Mines Safety) under section 6(1) of the Mines Act, 1952, I hereby exempt/permit you for the extraction of coal of partly developed and partly depillared No. I Seam (MEC-III Top seam) and removal of overburden by Mechanized Opencast method in the Phase-II of Bharat OC patch as shown washed in light orange color and dotted in green line on the OC working plan No. GHC-2/OC/PERM/M2/21 dated 15-02-2019 at Ghorawari Colliery No. 2, subject to the strict compliance of following conditions and the conditions given in Annexure-I:

1.0 The opencast workings shall not be extended in areas unless the land in question has been acquired by M/s Western Coalfields limited, and is under Physical possession of the management.

2.0 The management shall indemnify occupants/owners of the houses/dwellings or other structures of public authority concerned, if any, against the damage or dangers to those properties or injury to them or other persons arising out of mining operations conducted under the permission.

3.0 It shall be ensured that method of working, ultimate-pit slope, dump slope and monitoring of slope stability shall be in accordance of scientific study report and committee report submitted to this Directorate.

4.0(a) During every shift, the opencast working shall be assisted by such number of officials/engineer/competent persons as are sufficient to secure adequate inspection and maintenance in safe working order of all machinery deployed in the mine.

(b) The Assistant Managers shall be assisted by such number of officials/engineer/competent persons as are sufficient to secure adequate inspection and maintenance in safe working order of all machinery deployed in the mine.

(c) Every operation, including operations carried out through contractors workers or by outside/contractual agencies shall be placed under the charge of competent persons/supervisors, duly appointed and authorized by the manager, with their jurisdiction being clearly demarcated.

(d) The manager shall issue a copy of regulations, rules bye-laws and orders made there and a code specifying duties and responsibilities to all mine-officials i.e. Assistant Managers, Under Managers, colliery managers, colliery engineer(s) and subordinate level engineers, supervisors, Technicians, fitters, mechanics, machine operators, helpers, loading supervisors etc, which effect him, in a language understood by them.



(e) It shall be responsibility of the Manager, Assistant Managers, under Managers, colliery engineer(s) and subordinate engineers and other supervisors to ensure that all persons workings in the mine and those workings on machines/equipments etc.as per the code, and that all machines and equipments etc are installed, operated and maintained in safe working condition.

5.0 (a) If the mine or part thereof is being worked by deployment of any contractor then the name, address and other details of the contractor(s) shall be communicated to this Directorate forthwith.

(b) In order to ensure effective control on employment of contractor's workers, particulars of the each employee in Form A specified in the schedule to the Ease of compliance to maintained registers under various labour laws as required under Section 48 of the Mines Act, 1952 and Rule 77 of the Mines Rules, 1955 shall be kept maintained at the mine office.

(c) All contractor workers shall be vocationally trained as per the provisions of Mines Vocational Training Rules, 1966, before employing them in the mine for operating HEMM and other jobs and shall be duly authorized by the manager as competent persons.

(d) No person shall be employed in the mine unless his attendance is recorded in the registers maintained in Form D (specified in the schedule to the Ease of compliance to maintained registers under various labour laws) at the time when the person, against whom the entry is made, enters or leaves the mine as required under Section 48 of the Mines Act, 1952 and Rule 78 of the Mines Rules, 1955. The entries in Form D shall be made at suitable points in the premises of the mine at reasonable distance from work place by a person who is paid by the Owner or the Agent and is answerable to the Manager and not by a contractor's employee.

(e) The attendance of the operators of tipping trucks shall be recorded every time they enter the mine.

(f) Hours and limitation of employment of contractor's employee shall be as prescribed in Section 28 to 35 of the Mines Act, 1952 and shall be strictly complied with. However to ensure constant statutory supervision in the mine, the shift timings of contractor's workers and departmental workers and competent persons shall be co-terminus in all the three shifts, in case contractor's workers are employed round the clock. This condition shall also be the part of the contracts.

(g) If the mine or part thereof is being worked by deployment of any contractor or if any change occurs in the name & address of any contractor, then the name, address and other details of the contractor(s) shall be communicated to this Directorate forthwith.

(h) The V.T. Certificates and copy of driving license shall remain in the safe custody of the Manager (against receipt) and the operators may carry the photo-copy with them whilst on duty.

6.0 No persons or machinery shall be deployed over the unstable underground workings/ unsettled goaf.

7.0 No persons or heavy earth moving machinery shall be deployed over the developed galleries/stooks when the thickness of superincumbent solid stone parting above the galleries becomes less than 6.0m. When the thickness of parting is reduced to about 6m, the parting shall be blasted into the galleries so as to fill the galleries completely before deploying HEMM. A plan showing thickness of superincumbent strata or parting over the galleries shall be prepared and maintained up to date and used for design of drilling and blasting.

8.0 The conditions stipulated in Gazette Notification no. GSR 986(E) dated 01.10.2018 published in the Gazette of India, shall be strictly observed while blasting in fires area in an opencast mine.

9.0 All the exposed galleries either on dip side or strike side shall be covered with over burden and shall be properly blanketed so that no air leakage takes place to the underground workings.

10.0 Extraction of pillars shall be limited to the extent that freshly exposed area is extracted before it catches fire.

11.0 Boreholes of at least 12m length shall be drilled in a grid pattern of 10m X 10m in goaved out areas to prove the existence of unsettled goaf. In case any doubt arises regarding unsettled goaf, bore holes shall be drilled at closer intervals. In any unsettled goaf is detected, steps shall be taken to bring it down by blasting.

12.0 Water in No. I (MEC III top) seam in underground workings/ goaves shall be maintained at least 60m away from the proposed opencast workings in horizontal direction and also at least 12m vertically lower than the lowest reduced level of the proposed quarry workings at all times. The water level shall be monitored by a borehole drilled near the opencast working once in every shift by a competent person not below the rank of an overman and RL of water recorded in a bound paged book and shall be counter signed by the manager daily.

13.0 Before commencement of mining operation, suitable embankment, at least 3.0 m wide at the top and atleast 3.0 m higher than the H.F.L. with sides sloping at an angle not exceeding 45 degree from the horizontal shall be provided and kept maintained against the seasonal nallah flowing north to south in the west side of the opencast workings. The side of the embankment facing the river/ jore shall be pitched with stone, bricks etc. It shall be designed properly keeping in view engineering parameters.

14.0 Necessary firefighting arrangements like fire tenders and water hydrants with sufficient quantity of water under pressure shall be kept ready to quench fire in case of any emergency.

15.0 Copies of this permission letter shall be handed over to all assistant managers, overman, sirdars and contractors, if any, for information and strict enforcement of the conditions of this per mission.

16.0 Please note that, this permission is subject to the following additional conditions:

17.1 In the event of any change in the circumstances connected with this permission which is likely to endanger the life of workmen employed in the mine or endanger the mine, mining operations for which this permission has been granted shall be stopped forthwith and intimation thereof sent to this directorate. The said mining operations shall not be resumed without an express and fresh permission in writing.

17.2 This Directorate shall be informed as soon as the mining operations are commenced in accordance with the above exemption. Intimation about completion of the mining operation shall also be sent promptly and in any case not later than one month thereafter.



17.3 If at any time any of the conditions subject to which this permission has been granted is violated or not complied with, this permission shall be deemed to have been revoked with immediate effect.

17.4 This permission is being issued specifically under the regulations mentioned above and without prejudice to any other provisions of law which may or may become applicable at any time.

17.5 The above permission may be amended or withdrawn at any time, if considered necessary in the interest of safety.

18.0 This permission shall remain valid for a period of One year from the date of issue of this letter.

Enclosed:- Annexure - I

-----Sd/-----

खान सुरक्षा निदेशक

नागपुर क्षेत्र संख्या I

NO: 010705[WZ|Nagpur Region No.I|Perm|2019|3208

dated 22/05/2020

### **ANNEXURE-"I"**

Conditions for permission under Regulations 112(1) & 150(3) of the Coal Mines Regulations, 2017 to extract coal of partly developed/depillared No.1 Seam (MEC-III Top seam) and removal of overburden by Mechanized Opencast method at Bharat OC Patch, of Ghorawari Colliery No. 2 of M/s Western Coalfields Limited.

#### **I-GENERAL**

1.0 Except where otherwise provided for in this conditional permission/ exemption, all provisions of the Coal Mines Regulations, 2017, relating to opencast workings, use of explosives and machineries, etc., shall be strictly complied with.

#### **II- OPENCAST WORKINGS**

2.0 Each cycle of operation shall consist of removal of overburden/ black cotton soil followed by extraction of the exposed coal subject to the following conditions being strictly complied with:-

2.1 Opencast working operations shall be conducted from top downwards.

2.2 The provisions of Regulation 106 of CMR 2017 shall be strictly complied with.

2.3 Adequate steps shall be taken to ensure that the benches are kept dressed at all times.

2.4 Special care shall be taken when any slip plane or other planes of weakness or other geological disturbances exist, so as to prevent danger to the persons deployed. At least 15m thick solid barrier shall be left against fault planes, slip planes and other planes of weaknesses including geologically disturbed areas. The width of the benches in proximity to geologically disturbed areas shall be at least twice the height of the benches irrespective of formation.

2.5 The sides in overburden and coal benches shall be kept sloped to prevent danger from fall of sides. Overall slope of the quarry face excluding alluvial and soft strata shall at no time be more than 60° from horizontal or such angle as determined by scientific studies by approved Scientific Agency.

2.6 No person shall be engaged on work or allowed to travel close to high sides/benches, from which he will be likely to fall more than 1.8m vertically down, unless he is provided with and uses a safety belt or a rope or life line.

2.7 No person other those required for operating the machinery shall be allowed to remain near the foot of the benches exceeding 3.0m in height. When persons are employed within 5.0m of the bench sides, adequate precautions shall be taken to ensure their safety by dressing or/and supporting the sides of the benches.

2.8 Sufficient number of safety belts shall be available at the site and its use shall be ensured.

2.9 Proper drains shall be provided at the benches to prevent accumulation of water.

#### **3.0 FENCING AROUND OPENCAST WORKINGS:**

3.1 The top edge of the opencast workings whether moving, abandoned or others shall be kept fenced with wire rope strands or barbed wires, supported on movable posts (timber, iron or concrete). The gap between the adjacent rope strands or wire shall not be more than 0.30m and bottom most member shall not be more than 0.25m and the top-most member shall not be less than 1.0m from ground level.

3.2 The periphery around the limits of opencast workings shall be fenced with masonry wall using cement concrete not less than 0.40m thick and not less than 1.5m high, with a parapet top.

#### **4.0 SPOIL, OVERBURDEN, WASTE OR DEBRIS BANKS AND STOCK YARDS/PILES:**

4.1 The provisions of Regulation 108 of CMR 2017 relating to spoil Banks and dumps shall be strictly complied with.

4.2 Spoils, overburden or debris shall be deposited at places belonging to the owner and duly approved by the manager in writing.

- 4.3 Spoils, overburden or debris shall not be deposited beneath transmission, telephones or power lines or near any other public structures.
- 4.4 Top soil/ black cotton soil shall not be dumped/ mixed with other overburden material. A separate area shall be exclusively fixed for dumping black cotton soil/ top soil.
- 4.5 Black cotton soil shall be removed up to a minimum depth of 3m, prior to commencing of dumping operations of overburden material other than top soil in that area/ dumping place. Suitable drainage system to prevent accumulation of water at the base of the dump shall be provided.
- 4.6 The top soil and sludge shall not be dumped at the floor to create the base of the dump.
- 4.7 Discontinuous dumping shall be avoided. The top/crest of the dump shall be levelled in such a way so as to facilitate natural drainage and prevent accumulation of rain water at the top.
- 4.9 For reducing the ground water pressure in the dump rock above phreatic surface, effective drainage system shall be provided both inside and outside the overburden dump. In this regard the guidelines provided in the DGMS Circular (Tech) NO. 2 of 2001 in designing pit slope shall be followed. Garland drain / bund shall be formed around the periphery of the dump, to divert rainwater away from the dump. A clay capping shall be made over the exposed surface to prevent water entry.
- 4.10 Slope monitoring of dump shall be done meticulously and the readings shall be entered in a bound page book kept for the purpose. In case of any movement/ slide in the dump, dumping operations shall be discontinued and the matter shall be immediately informed to this Directorate.
- 4.11 Extraction of mineral/rock by reclamation from dump or stock pile/ yard shall be treated as working of opencast benches with loose overburden and all the precautions in respect of working of opencast benches with loose overburden shall be taken.
- 4.12 Precautions shall be taken to prevent spontaneous heating and fire in the carbonaceous shale and coal dumped along with overburden rock.

#### **5.0 ROADS FOR TIPPERS AND DUMPERS ETC. :**

The standards and parameters of haul roads for trucks and dumpers as notified by the Chief Inspector of Mines vide Gazette Notification no. G.S.R. 976(E) dated 1<sup>st</sup> October 2018 under regulation 101 of the Coal Mines Regulations 2017 shall be strictly complied with.

#### **6.0 PRECAUTIONS AGAINST DUST:**

The provisions of Regulation 143 of the Coal Mines Regulations 2017 shall be strictly complied with and airborne dust survey shall be carried out in accordance with the procedure notified by the Chief Inspector of Mines vide Gazette Notification no. G.S.R. 978(E) dated 1<sup>st</sup> October 2018 under sub-regulation 2 of regulation 143 of the Coal Mines Regulations 2017.

#### **7.0 GENERAL LIGHTING.**

The standards of lighting during working hours at different places or areas, where natural light is insufficient shall be provided as per the standard notified by the Chief Inspector of Mines vide Gazette notification no.G.S.R. 981(E), dated 01-10-2018 issued under Regulation 178 of Coal Mine Regulation, 2017.

#### **8.0 SUPERVISION.**

During every shift, the opencast workings shall be placed under the charge of an Assistant Manager or Under Manager, who shall be responsible to see that all the Regulations and the Orders made thereunder are strictly complied with.

8.1 The Incharge Supervisor shall in particular: -

- (a) make frequent examination for evidence of slides or of material that may slide or roll from the high walls (including the face and sides) or spoil bank.
- (b) not to allow any person to work under overhanging ledges or where there is evidence of slides, until such danger has been removed.
- (c) ensure that every person engaged in dressing operations on high wall is provided with and uses a safety belt of a type approved by the Chief Inspector.
- (d) ensure that all loose materials is removed from high wall before drillers are engaged there, and
- (e) ensure that parapet walls along truck roads are properly maintained.

8.2 Each machine & every operation, including operations carried out through contractor's workers or by outside agency, shall be placed under the charge of a competent supervisor, dully appointed and authorized by the manager, with his jurisdiction being clearly demarcated.

8.3 A code specifying duties and responsibilities of all mine officials, i.e., Assistant Managers, Under Managers, Engineer(s), Supervisors, technicians, Mechanics, fitters, Machine Operators, helpers, loading supervisors, etc, shall be drawn up and distributed to all concerned.

8.4 The Manager shall issue to every Driver/Operator, Supervisor and Mine Official connected with the use of Heavy Earth Moving Machinery, a copy of rules/regulations, orders made there under and guide lines listed in this permission governing his duties, in a language understood by the person concerned. The manager and engineer shall be responsible to ensure that all the precautions and guidelines listed in this permission are strictly followed by all concerned.

8.5 It shall be the responsibility of the Manager to ensure that all persons working in the mine and those working on machines/equipment's etc., work as per the code of practice framed in accordance with regulation 110 of the Coal Mines Regulations 2017 and that all machines and equipment's etc. are installed, operated and maintained in safe working conditions.

#### **9.0 PROTECTIVE EQUIPMENTS.**



Every person working in the opencast workings including workshop, other surface installations, yards, etc. shall be provided with and shall use protective foot-wears and helmets of a type approved by the Chief Inspector of Mines and such other protective equipment's as may be prescribed from time to time by the Chief Inspector, the Regional Inspector in accordance with the provisions of Regulation 240, 241 and 242 of Coal Mines Regulation, 2017 respectively. All the persons including contractor's workers deployed in opencast working, overburden dump or coal stock yard and at other places on the surface after day light hours shall be provided with and use fluorescent jackets.

### **III DEEP HOLE BLASTING**

#### **10.0 DEEP HOLE BLASTING:**

The conditions for deep hole blasting in an opencast coal mine notified by the Chief Inspector of Mines vide Gazette Notification no. G.S.R. 985(E) dated 1<sup>st</sup> October 2018 under regulation 194 of the Coal Mines Regulations 2017 shall be strictly complied with.

#### **11.0 BULK TRANSPORT OF EXPLOSIVES:**

The conditions for transport of explosives in bulk in a coal mine notified by the Chief Inspector of Mines vide Gazette Notification no. G.S.R. 982(E) dated 1<sup>st</sup> October 2018 under regulation 188 of the Coal Mines Regulations 2017 shall be strictly complied with.

#### **12.0 BLASTING IN FIRE AREAS/ AREAS OVER UNDERGROUND WORKINGS:**

The conditions for conducting blasting in fire areas in an opencast coal mine notified by the Chief Inspector of Mines vide Gazette Notification no. G.S.R. 986(E) dated 1<sup>st</sup> October 2018 under regulation 202 of the Coal Mines Regulations 2017 shall be strictly complied with.

### **IV- MACHINERY**

#### **13.0 DESIGN, OPERATION AND MAINTENANCE OF HEMM INCLUDING TRUCKS, TIPPERS AND DUMPERS:**

The provisions of Regulation 216 of the Coal Mines Regulations 2017 shall be complied with and safety features and devices as specified by the Chief Inspector of Mines vide Gazette Notification no. G.S.R. 987(E) dated 1<sup>st</sup> October 2018 under sub-regulation 2 of regulation 216 of the Coal Mines Regulations 2017 shall be provided and maintained in proper working order in the Heavy Earth Moving Equipment's (HEMM) including trucks, tippers and dumpers used in a coal mine.

#### **14.0 TEST FOR BRAKES OF TRUCKS, DUMPERS AND OTHER TRANSPORT VEHICLES:**

At least once in two weeks the brakes of the truck, dumper or any such other transport vehicles should be tested as indicated below:-

- (a) Service Brakes Test: The brake shall be tested on specified gradient and speed when the vehicle is fully loaded. The vehicle should stop within a specified distance when the brake is applied. The specified stopping distance shall be obtained from the manufacturer of the transport vehicle.
- (b) Parking Brake Tests: The parking brake should be capable to hold the transport vehicle when it is fully loaded and placed at the maximum gradient of roadway which is permitted for a period of at least 10 minutes.
- (c) A record of such test shall be maintained in a bound paged book and shall be signed by the person carrying out the test. The records shall be countersigned by the engineer and manager.
- (d) Surprise inspection shall be carried out by the engineer/superior official at an interval not exceeding 15 days to ensure that the examination schedule of machineries/equipment are carried out.

#### **15.0 TRANSPORT RULES**

The provisions of regulation 109 of the Coal Mines Regulations 2017 relating to code of transport rules shall be strictly complied with. It shall be the responsibility of the Manager to frame and enforce a code of transport rules with due regard to the size and capacity of the transportation machinery in use and prevailing local conditions and a copy of the same shall be submitted to the undersigned.

#### **16.0 OPERATION OF MACHINERY**

16.1 (a) Only those persons shall be deployed to drive/operate HEMM, who are trained and their competency was evaluated by a Board constituted by the Company.

(b) No person other than the operator or his helper, if any, or the manager or any person, so authorised in writing by the manager, shall ride on a shovel or dumper.

(c) All operators of HEMM shall undergo regular checks to test their driving/operating skill, knowledge and health at least once in every five years.

16.2 (a) The operator shall maintain a record of every examination made, in a bound paged book kept for the purpose and shall sign with date every entry made therein.

(b) The operator shall keep the cab window clean as to ensure clear vision at all times.

(c) Walk ways in or about the cab of any shovel shall be kept free of loose, grease or oil containers or other materials that fall or pose a falling or trapping hazard.

(d) No person shall be permitted to ride in the bucket of a shovel.

(e) HEMM Shall be operated only by person holding driving license to drive heavy vehicles.

16.3 (a) No shovel or dumper or truck shall be operated in a position whereby any part of the machine or vehicle or suspended loads or lines are brought closer than as required under Rule 58(3) of Central Electricity Authority, 2010 to exposed high and medium voltage lines, unless the current has been out-off and the line de-energised. A notice of this requirement shall be posted at the operator's position.

(b) Electrical cables, if any, shall be laid in such a manner that they are not endangered either by falling rocks or by mobile equipment's.

16.4 The shovel bucket shall be pulled out of the bank as soon as it is full.

16.5 When not in operation, the bucket shall be kept resting on stable ground and shall not be left hanging.

16.6 When being operated in soft or unstable ground, every shovel/dragline shall be supported by heavy planks or poles so as to distribute the load of the machine over larger area and to prevent any danger of the shovel over turning.

16.7 When not in use, the shovel shall be moved to and stood on stable ground. Before leaving the machine, the operator shall lower the bucket to the ground.

16.8 If more than one stripping machine is in use in any area either on the same bench or on different benches, the machine shall be so spaced that there is no danger of accidents from flying or falling objects etc. from one machine to other or fouling from each other.

16.9 Sufficient stop-blocks shall be provided at every tipping point and these shall be used on every occasion when the material is dumped from the vehicle.

## **17.0 CODE OF PRACTICE**

Regulation 110 of CMR, 2017 regarding framing and enforcing of "code of practice", not being inconsistent with the Mines Act, 1952 and the CMR, 2017 before introducing any machinery in the mine shall be strictly complied with.

## **18.0 DUTIES OF DRILL OPERATORS:-**

18.1 At the beginning of the shift, the drill operator shall examine the drilling equipment and satisfy himself that-

- a. Crown blocks are mounted securely.
- b. Where compressed air drills are used, all hose connections are in order.
- c. The drill equipment is in safe working condition.

18.2 The drill operator shall ensure that-

- a. Persons keep clear of augur and drill stem while the drill is in motion.
- b. Persons do not work or stand under suspended tools. When tools are removed from the holes, these shall be lowered on the platform.

All finished drill holes are properly plugged so as to avoid possible leg injuries to any one accidentally stepping into the holes.

## **19.0 OPERATION OF TRUCKS – DUMPERS AND OTHER VEHICLES:**

19.1 No person shall be permitted to ride on the running board of a truck or dumper.

19.2(a) As far as possible, trucks or dumpers shall not be reversed on gradient. Movement of vehicle shall be planned in such a manner that reversal of vehicle is eliminated. If it cannot be eliminated, reversal shall be minimized by proper planning.

(b) The operator shall ensure that, sufficient stop blocks are provided at every tipping point and those shall be used on every occasion material is dumped from the truck/dumper or such other vehicle.

(c) While the vehicle is being loaded/unloaded on gradient the same shall be secured stationary by parking brake and other means such as suitably designed stopper blocks which could be placed below tyres.

19.3(a) The operator shall follow the "Code of Traffic Rules" and other "Codes of Practice" as stipulated by the manager.

(b) They shall be prominently displayed at the relevant places in the opencast workings and truck track/dumper roads.

19.4 When not in use, every truck or dumper shall be moved to and stood on proper parking places.

19.5 No person shall be permitted to work on the chasis of a truck or dumper with the body in a raised position until after the truck or dumper body has been securely blocked in position. The mechanical hoist mechanism alone shall not be depended upon to hold the body of the truck or dumper in raised position.

19.6 No unauthorized person shall be permitted to enter or remain in any dumping yard or turning points.

## **20.0 DUTIES OF MANAGER:**

It shall be the duty of the manager

- a) To ensure compliance with the aforesaid precautions.



- b) To determine and specify in respect of every vehicle the maximum load to be hauled and maximum speed of the vehicle and cause notices specifying the same to be posted along the road at appropriate places;
- c) To cause warning notices (drawing attention to any necessary precautions) to be posted along the truck or haulage roads at appropriate places, like level crossing, curve and turning points etc.
- d) To designate the persons authorized to ride on trucks;
- e) To give every truck driver directions in writing with respect to loads, speed, persons authorized to rides on trucks and precautions necessary for safe running.
- f) To countersign entries in books and records to be maintained in pursuance of these precautions;
- g) To take such other precautionary measures as may be necessary to ensure safe operation and maintenance of transport vehicles and for the safe of work persons.
- h) He shall authorize in writing all competent persons fixing their respective duties and responsibilities.

## **21.0 PROTECTION OF WORKERS AGAINST NOISE AND VIBRATION IN THE WORKING**

### **V ENVIRONMENT:**

Suitable steps shall be taken by all appropriate means to reduce the exposure of workers to any excessive noise and vibration. In this connection, the requirements of D.G.M.S. (Tech) Circular No. 18 of 1975 and 5 of 1990 shall be strictly complied with. The persons engaged in operation of drill machines, dozers, etc, who are exposed to high noise level shall be provided with ear muff mounted helmets.

### **22.0 PRECAUTIONS AGAINST FIRE :**

22.1 Automatic fire protection systems shall be provided and maintained in working order for all HEMM such as coal haulers, dumpers, vehicles, dozers, front end loaders, blast hole drills, hydraulic and electric shovels etc. It is also necessary that the recommended procedure for testing of such fire protection systems at a given schedule by the manufacturers shall be adopted. The automatic fire systems consist of one or more containers of fire suppressant (usually a dry chemical) connected by a fixed plumbing network to nozzles directed at specific re-determined fire

hazards areas of the machinery.

22.2 Optical, thermal or any other suitable type of sensing device shall be suitably located to sense the fire and actuate the suppressant to come out through the nozzles already fixed to deal with the fires. An over-riding manual system along with fire alarm shall also be additionally provided for better effectiveness of the system.

22.3 Dry chemical connected by a fixed plumbing net-work to nozzles directed at specific re-determined fire hazards areas of the machinery.

22.4 Adequate and effective arrangements for dealing of the coal fire at operational areas and dump/coal-stock yards shall be provided and maintained.

22.5 A code of practice shall be drawn up and implemented for dealing with fires at different locations in the opencast workings and in heavy earth moving machineries.

### **VI- MISCELLANEOUS:**

23.0 The provisions of regulation 110 regarding codes of practices shall be strictly complied with. Following 'Codes' shall be strictly enforced, which shall be framed and submitted to this Directorate for approval unless the same has been vetted by a "Tripartite Committee" consisting of management, trade unions and DGMS and shall be up-dated periodically and also whenever a new equipment or system is introduced:

(a) "Code of Traffic Rules" for regulating the movement of Heavy Earth Moving Machinery (HEMM).

(b) "Code of Practice" for the prevention of injuries to persons engaged in tipping on stock piles, dumping of overburden at dump yards, at loading points, etc..

(c) "Code of Practice" for dealing with fires/spontaneous heating at different locations, machineries, vehicles, etc. Arrangements for firefighting shall be provided on all HEMM. Such arrangements shall, if possible, operate automatically on appearance of fire or occurrence of spontaneous heating. However, in case of dragline, it shall be made to operate automatically on appearance of fire. The automatic fire fighting arrangement shall be provided with optical, thermal or any other suitable fire sensing devices suitably located to sense any rise in temperature beyond a predetermined limit or fire and automatically actuate the fire suppressant from a container(s) to such fire hazard areas of

the machine through fixed plumbing network and nozzles.

NOTE: Above "Codes" shall be constantly and prominently displayed at every relevant place including in the open-cast workings, workshops, truck-dumper roads, spoil/coal-heaps, material yards, etc.

24.0 To minimize accidents to those engaged on surface operations, it shall be ensured that:

(a) all persons engaged through the contractors at any work within the mine premises have received relevant training and other job-related briefings and that the drivers of vehicles belonging to contractors entering the mine premises have additionally been explained the salient provisions of "Code of Traffic Rules". Appropriate training schedules shall be drawn and implement from time to time.

(b) Each and every operation, including the operation carried out through contractor's workers or by outside agency, is placed under the charge of a competent supervisor holding Overman's/Sirdars's Certificate of competency, duly appointed and authorized by the manager whose jurisdiction shall be

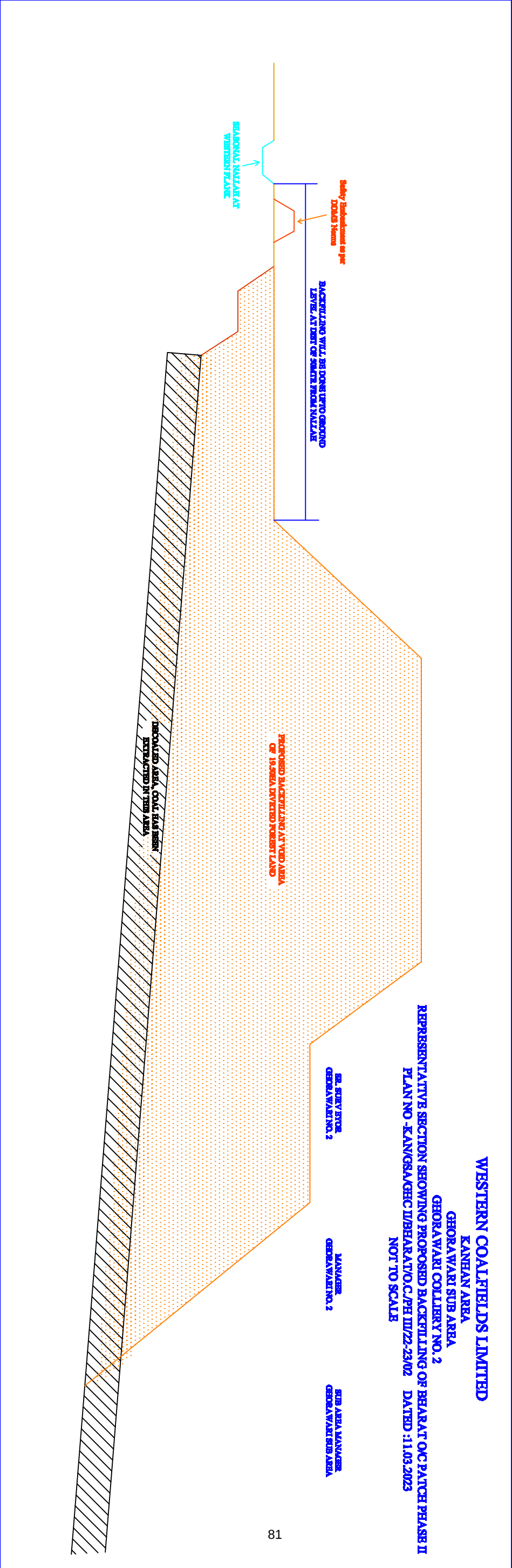
clearly demarcated.

Your Faithfully

MANISH CHANDRA JAISWAL (DIRECTOR - NAGPUR REGION NO.1)

THIS IS A SYSTEM GENERATED DOCUMENT, DOES NOT REQUIRE ANY SIGNATURE.







# ANNEXURE-VIII

No.J-11015/367/2008-IA.II(M)  
Government of India  
Ministry of Environment & Forests

Paryavaran Bhawan,  
C.G.O.Complex,  
New Delhi -110510.

Dated: 26<sup>th</sup> December 2008

To  
Director (Tech.)  
**M/s Western Coalfields Ltd.,**  
Coal Estate, Civil Lines,  
Nagpur- 440001.

**Sub: Ghorawari Opencast Coal Mine Project (from 0.45 MTPA to 1.50 MTPA) of M/s Western Coalfields Ltd. (WCL), located in village Ghorwari Khurd, Tehsil Junnardeo, District Chindwara, Madhya Pradesh - Environmental clearance – reg.**

Sir,

This has reference to letter No. 43011/65/2008-CPAM dated 30.07.2008 forwarding the application and letters dated 18.11.2008 and 18.11.2008 on the above-mentioned subject. The Ministry of Environment & Forests has considered the application. It has been noted that the project proposal is to mine coal from patches of old UG-workings by opencast operations **and expansion in production of coal from 0.45 MTPA to 1.50 million tonnes per annum(MTPA)**. EC was granted for 0.45 MTPA capacity project on 19.02.2008. The total lease area is 1296.011 ha of which 178.10 ha is agricultural land, 593 ha is forestland, 192 ha is grazing land, and 332.911 ha is Govt. land. Forestry clearance has been applied for for renewal of lease. There area no National Parks, Wildlife Sanctuary, Biosphere Reserves found in the 10 km buffer zone. River Kanhan flows at a distance of 6-7km from the ML. It is not proposed to modify the existing natural drainage.

There is no change in the geo-mining characteristics of the working of the various patches within the ML. Of the total lease area, area for excavation is 750.36 ha, area for OB dumps 217.86 ha, infrastructure is 12.34 ha, roads is 2.65 ha, area for green belt is 497.049 ha, area for township is 140 ha, and area for rationalisation is 172.80 ha. The proposal is to mine coal from patches of old UG workings by opencast operations as given below:

S.N.	Name of OC Patch	Quarry Area (ha)	TOTAL		Quarry Depth (m)		Final Backfilled Area (ha)	Final Void (ha)
			Balance Coal in LTPA	Balance OB in Lakh M3	Present	Max.		
A. Present Working Patches								
1.	No. 16/17	17	Nil	Nil	45	50	9.50	7.50
2.	No. 6A & 6B	20	0.89	17.45	30	52	18	2
	TOTAL =	37	0.89	17.45			27.50	9.50
B. Proposed upto 2015-16								
1.	No. 16 & 17 B. Ph.III	40.50	8.57	60.75	--	54	40.50	Nil
2.	Ghogra OC Patch	8.0	2.99	13.13	--	53	6	2
3.	Kathideo OC Patch	12.50	5.12	17.83	--	34	10	2.50
	TOTAL =	61	16.68	91.71			56.50	4.50



**C. Proposed beyond 2015-16 upto 2025-26**

1.	Ghorawari Kalan OC Patch	15	4.50	28.45	--	30	10.44	4.56
2.	Dungariya OC Patch	39	10.60	109.50	--	50	27.13	11.87
3.	Panara OC Patch	12.50	4.25	39.75	--	54	8.70	3.0
4.	Bharat Colliery OC Patch	79.20	24.0	198.0	--	48	55.10	24.10
5.	Chikalam AU OC Patch	21.25	6.55	61.58	--	67	14.61	6.39
6.	South Panara OC Patch	21.25	7.69	81.29	--	62	14.778	6.472
<b>TOTAL =</b>		<b>187.95</b>	<b>55.84</b>	<b>518.48</b>			<b>130.758</b>	<b>57.192</b>

**D. Proposed beyond 2015-16 upto 2025-26**

1.	Vegin Patch	168	Individual Schemes will be firmed up after 2014-15					
2.	Datla East	139.994						
<b>TOTAL =</b>		<b>424.594</b>						

**E. Abandoned Patches**

1.	No. 16 & 17 OC Patch Phase-I	12.50	Not Applicable				12.50	Nil
2.	No. 6 & 7 OC Patch Ph.I & II	7.50					7.50	Nil
3.	Gh-2 OC Patch	6.0					6.0	Nil
4.	Gh-3 OC Patch	4.50					4.50	Nil
5.	Kolhiya OC Patch	4					4	Nil
6.	DQ-3 OC Patch	5.316					5.316	Nil
<b>TOTAL =</b>		<b>39.816</b>					<b>39.816</b>	<b>Nil</b>
<b>GRAND TOTAL (A+B+C+D+E)</b>		<b>750.36</b>	<b>82.90</b>	<b>679.11</b>			<b>254.574 =552.074</b>	<b>71.192 =198.288</b>

Mineral transportation of **1100 TPD** of coal is by road to railway siding covering a distance of 12 km and the balance 270 TPD is by road. Ultimate working depth of the mine is 45m below ground level (bgl). Present working depth is 40m bgl. Water table is in the range of 4.05m-17.20 m bgl during pre-monsoon season and 0.05-8m bgl during post-monsoon. Mining has intersected water table. Peak water requirement is 440 m<sup>3</sup>/d, which will be met from mine-pit water. Presently a total of 11.82 Mm<sup>3</sup> of OB has been generated of which 11 Mm<sup>3</sup> has been used for backfilling and 0.82 Mm<sup>3</sup> has been dumped in ext. OB dump. An estimated 64.64 Mm<sup>3</sup> of OB would be generated in the balance life of mine, which be backfilled simultaneously.

Of the total quarry area of 750.36 ha, of which 552.07 ha would be backfilled and plantation developed thereon as per table below:

S.N.	Area (ha)	Existing	Status upto 2015-16	Status upto 2025-26	Status beyond 2025-26	Status at the end of mine life
1.	Excavation	83.36	81.00	187.95	424.594	750.36
2.	Backfilled	59.316	64.50	130.758	297.500	552.074



Balance life of the mine at the rated capacity is 12 years. A void of 198.286 ha with a max. depth of 10-15m would be left at the end of mine life which would be converted into a reservoir. Public Hearing was held on 22.11.2005. The project was approved by M/s WCL on 05.11.2008. The capital cost of the project is **Rs. 1.37 crores.**

2. The Ministry of Environment & forests hereby accords environmental clearance for the above-mentioned **Ghorawari Opencast Coal Mine Project of M/s WCL for production of coal at 1.50 MTPA rated capacity** under section 7.2 of the Environmental Impact Assessment Notification, 2006 and subsequent amendments thereto subject to the compliance of the terms and conditions mentioned below:

**A. Specific Conditions**

- (i) No mining operations shall be undertaken in the forestland until clearance for renewal has been obtained under the provisions of FC Act, 1980.
- (ii) The environmental clearance is only for the specific patches consisting of details submitted to the Committee and summarised in the table.
- (iii) OC mining should be carried out at a safe distance for old UG workings.
- (iv) Prior permission of DGMS shall be obtained before start of the working based on the Environmental Clearance.
- (v) Safe distance shall be maintained for working adjacent to agricultural fields.
- (vi) The entire OB being generated in the balance life of mine shall be backfilled.
- (vii) No OB generated in the balance life of the mine shall be dumped in the external OB dumps. Reclamation, monitoring and management of the existing external OB dumpsite should continue until the vegetation becomes self-sustaining. Compliance status should be submitted to the Ministry of Environment & Forests and its Regional office located at Bhopal on yearly basis.
- (viii) Catch drains and siltation ponds of appropriate size should be constructed to arrest silt and sediment flows from soil, OB and mineral dumps. The water so collected should be utilised for watering the mine area, roads, green belt development, etc. The drains should be regularly desilted and maintained properly.  
Garland drains (size, gradient and length) and sump capacity should be designed keeping 50% safety margin over and above the peak sudden rainfall and maximum discharge in the area adjoining the mine site. Sump capacity should also provided adequate retention period to allow proper settling of silt material.
- (ix) Dimension of the retaining wall at the toe of the dumps and OB benches within the mine to check run-off and siltation should be based on the rainfall data.
- (x) Mining shall be carried out as per statuette at a safe distance from the Pench River flowing adjacent to the lease boundary.
- (xi) The road for coal transport shall be black topped and avenue trees developed on both sides.
- (xii) Drills should be wet operated or with dust extractors.
- (xiv) Controlled blasting should be practiced with use of delay detonators. The mitigative measures for control of ground vibrations and to arrest the fly rocks and boulders should be implemented.



- (xv) Area brought under afforestation shall be not less than 769.93 ha and includes area external OB dump (217.86 ha), backfilled area (552.074 ha), along ML boundary, infrastructure along roads and safety zone located within and outside the lease by planting native species in consultation with the local DFO/Agriculture Department. The density of the trees should be around 2500 plants per ha.
- (xvi) A Progressive Mine Closure Plan shall be implemented by reclamation of decoaled quarry area of 750.36 ha of which 552.074 ha shall be concurrently backfilled with 67.778 Mm<sup>3</sup> of OB generated in the balance life of mine and reclaimed with plantation using native plant species in consultation with the local DFO/Agriculture Department. The number of the trees should be around 2500 plants per ha. The balance 198.286 ha of decoaled void would be converted into a water reservoir of a maximum depth of 15m, the upper benches of which shall be gently sloped and stabilised with plantation and a peripheral fencing erected all around the reservoir.
- (xvii) Regular monitoring of groundwater level and quality should be carried out by establishing a network of existing wells and construction of new piezometers. The monitoring for quantity should be done four times a year in pre-monsoon (May), monsoon (August), post-monsoon (November) and winter (January) seasons and for quality in May. Data thus collected should be submitted to the Ministry of Environment & Forests and to the Central Pollution Control Board quarterly within one month of monitoring.
- (xviii) Besides carrying out regular periodic health check up of their workers, 10% of the workers identified from workforce engaged in active mining operations shall be subjected to health check up for occupational diseases and hearing impairment, if any, through an agency such as NIOH, Ahmedabad within a period of one year and the results reported to this Ministry and to DGMS.
- (xix) For monitoring land use pattern and for post mining land use, a time series of land use maps, based on satellite imagery (on a scale of 1: 5000) of the core zone and buffer zone, from the start of the project until end of mine life shall be prepared once in 3 years (for any one particular season which is consistent in the time series), and the report submitted to MOEF and its Regional office at Bhopal.
- (xx) Digital processing of the entire lease area using remote sensing technique should be done regularly once in 3 years for monitoring land use pattern and report submitted to MOEF and its Regional office at Bhopal.
- (xxi) The detailed Final Mine Closure Plan along with details of Corpus Fund should be submitted within six months to the Ministry of Environment & Forests Regional Office, Bhopal.

#### **B. General Conditions**

- (i) No change in mining technology and scope of working should be made without prior approval of the Ministry of Environment and Forests.
- (ii) No change in the calendar plan including excavation, quantum of mineral coal and waste should be made.
- (iii) Four ambient air quality monitoring stations should be established in the core zone as well as in the buffer zone for monitoring SPM, RPM, SO<sub>2</sub> and NO<sub>x</sub> and heavy metals such as Hg, As, Pb, etc. Location of the stations should be decided based on the meteorological data, topographical features and environmentally and ecologically sensitive targets in consultation with the State Pollution Control Board.
- (iv) Fugitive dust emissions (SPM and RPM and heavy metals such as Hg, As, Pb, etc.) from all the sources should be controlled regularly monitored and data recorded properly. Water



spraying arrangement on haul roads, wagon loading, dump trucks (loading and unloading) points should be provided and properly maintained.

- (v) Data on ambient air quality (SPM, RPM, SO<sub>2</sub>, NO<sub>x</sub> and heavy metals such as Hg, As, Pb, etc ) should be regularly submitted to the Ministry including its Regional Office at Bhopal and to the State Pollution Control Board and the Central Pollution Control Board once in six months.
- (vi) Adequate measures should be taken for control of noise levels below 85 dBA in the work environment. Workers engaged in blasting and drilling operations, operation of HEMM, etc should be provided with ear plugs/muffs.
- (vii) Industrial wastewater (workshop and wastewater from the mine) should be properly collected, treated so as to conform to the standards prescribed under GSR 422 (E) dated 19<sup>th</sup> May 1993 and 31<sup>st</sup> December 1993 or as amended from time to time before discharge. Oil and grease trap should be installed before discharge of workshop effluents.
- (viii) Vehicular emissions should be kept under control and regularly monitored. Vehicles used for transporting the mineral should be covered with tarpaulins and optimally loaded.
- (ix) Environmental laboratory should be established with adequate number and type of pollution monitoring and analysis equipment in consultation with the State Pollution Control Board.
- (x) Personnel working in dusty areas should wear protective respiratory devices and they should also be provided with adequate training and information on safety and health aspects.  
Occupational health surveillance programme of the workers should be undertaken periodically to observe any contraindications due to exposure to dust and to take corrective measures, if needed.
- (xi) A separate environmental management cell with suitable qualified personnel should be set up under the control of a Senior Executive, who will report directly to the Head of the company.
- (xii) The funds earmarked for environmental protection measures should be kept in separate account and should not be diverted for other purpose. Year-wise expenditure should be reported to this Ministry and its Regional Office at Bhopal.
- (xiii) The Regional Office of this Ministry located at Bhopal shall monitor compliance of the stipulated conditions. The Project authorities shall extend full cooperation to the office(s) of the Regional Office by furnishing the requisite data/ information/monitoring reports.
- (xiv) A copy of the will be marked to concerned Panchayat/ local NGO, if any, from whom any suggestion/representation has been received while processing the proposal.
- (xv) State Pollution Control Board should display a copy of the clearance letter at the Regional Office, District Industry Centre and Collector's Office/Tehsildar's Office for 30 days.
- (xvi) The Project authorities should advertise at least in two local newspapers widely circulated around the project, one of which shall be in the vernacular language of the locality concerned within seven days of the clearance letter informing that the project has been accorded environmental clearance and a copy of the clearance letter is available with the State Pollution control Board and may also be seen at the website of the ministry of Environment & Forests at <http://envfor.nic.in>. The compliance status shall also be uploaded by the project authorities in their website so as to bring the same in the public domain.

3. The Ministry or any other competent authority may stipulate any further condition for environmental protection.

4. Failure to comply with any of the conditions mentioned above may result in withdrawal of this clearance and attract the provisions of the Environment (Protection) Act, 1986.



5. The above conditions will be enforced *inter-alia*, under the provisions of the Water (Prevention & Control of Pollution) Act, 1974, the Air (Prevention & Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and the Public Liability Insurance Act, 1991 along with their amendments and Rules. The proponent shall ensure to undertake and provide for the costs incurred for taking up remedial measures in case of soil contamination, contamination of groundwater and surface water, and occupational and other diseases due to the mining operations.



(Dr.T.Chandini)  
Director

**Copy to:**

1. Secretary, Ministry of Coal, Shastri Bhawan, New Delhi.
2. Secretary, Department of Environment & Forests, Government of Madhya Pradesh, Secretariat, Bhopal.
3. Chief Conservator of Forests, Regional office (EZ), Ministry of Environment & Forests, E-2/240 Arear Colony, Bhopal – 462016.
4. Chairman, Madhya Pradesh State Pollution Control Board, Paryavaran Parisar, E-5, Arera Colony, Bhopal – 462016.
5. Chairman, Central Pollution Control Board, CBD-cum-Office Complex, East Arjun Nagar, New Delhi -110032.
6. Member-Secretary, Central Ground Water Authority, Ministry of Water Resources, Curzon Road Barracks, A-2, W-3 Kasturba Gandhi Marg, New Delhi.
- ✓ 7. Shri M.K. Shukla, CGM, Coal India Limited, SCOPE Minar, Core-I, 4t Floor, Vikas Marg, Laxminagar, New Delhi.
8. District Collector, Chindwara, Government of Madhya Pradesh, New Delhi.
9. Monitoring File      10. Guard File      11. Record File

# **APPLICATION**

**FOR**

## **ENVIRONMENTAL CLEARANCE**

**(AS PER CLAUSE 7(ii) OF EIA NOTIFICATION SEPT' 06 -  
DUE DILIGENCE, FORM-1 AND TOR)**

**OF**

### ***GHORAWARI OC EXPANSION PROJECT***

**(Expansion from 0.45 MTPA TO 1.50 MTPA)**

# **FORM - 1**

**&**

## **TERMS OF REFERENCE**

**JUNE - 2008**

Prepared by :-

**ENVIRONMENT DEPARTMENT  
CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD  
REGIONAL INSTITUTE -IV, JARIPATKA  
NAGPUR - 440014**



**SUBMISSION and c FOR GRANT ENVIRONMENTAL CLEARANCE UNDER  
CLAUSE 7(ii) OF EIA NOTIFICATION 2006**

**BACKGROUND:**

- The existing Ghorawai mine is in operation since pre-nationalisation period by different private owners and coal was extracted mainly by underground mining method. The Ghorawari OC patches are in operation since 1982 and is mainly extracting coal of already developed/depillared coal pillars and the barriers in the erstwhile UG MINE BY OPENCAST METHOD. The mine is in Kanhan Valley Coalfields in Chinndwara district of Madhya Pradesh State. The EMP of this mine was prepared and submitted in FEBRUARY' 2007 at the time of lease renewal and had been approved by MOEF for a production capacity of 0.45 MTPA and land area of 1296.011ha vide its **letter no. J-11015/382/2007-IA.II(M) dated 19/02/2008**. The mine is being monitored as per Environment (Protection) Amendment Rule, Sept. 2000 and quarterly reports are being sent regularly to MPCB and MOEF. The annual Environmental (Audit) Statement is submitted every year to MPCB before 30<sup>th</sup> September.

**PROPOSAL:**

In order to meet the ever growing demand of power grade coal it is proposed to enhance the production capacity of the project under consideration from present level of 0.45 MTPA to 1.50 MTPA without any increase in land area. WCL Board has accorded the approval for enhancement of production capacity of coal from present level of 0.45 MTPA to 1.50 MTPA without any increase in land area.

Now in terms of the meeting held on 28/02/2008 at New Delhi between Secretary (Coal) and Secretary (Environment) and subsequent meeting taken by Director, MOEF on 21/04/2008 at New Delhi, this **Form-1 application with due-diligence is being submitted in fulfillment of the requirement of clause 7(ii) of EIA Notification 2006 for getting environmental clearance for enhanced capacity of 1.50 MTPA without any increase in land area as well as project parameters.**

**SUBMISSION:**

Therefore, it is submitted that:-

**A. Environmental Clearance**

- 1) **Environmental Clearance** - The environmental clearance was obtained for 0.45 MTPA with 1296.011 ha of land area (with forestland of 593.00 ha) vide MOEF letter no. J-11015/382/2007-IA.II(M) dated 19/02/2008.

**B. Mining Parameters**

2) There is no change in mining technology since commissioning of the mine in 1982.

3) There is no change in the land area since last environmental clearance (1296.011 ha vide letter dated 19/02/2008).

4) There is no change in total coal, total OB, manpower and other project parameters since last environmental clearance ( vide letter dated 19/02/2008).

5) No fresh sources of water proposed to be used or exploited during the balance life.

6) Land reclamation measures as suggested in the approved EMP (vide letter dated 19/02/2008) are continuing and there would be no change in the final land use pattern.

### **C. Socio – Economic Issues**

7) As there is no increase in land area therefore there is no fresh R&R involved.

8) Public Hearing had already been conducted while taking the last environmental clearance and all the issues have been settled.

### **D. Environmental Parameters**

9) All pollution control measures with respect to Air, Water and Noise have been taken in fulfillment of the requirement of existing EC (0.45 MTPA) and Consent to Operate. The environment quality in and around the mine is monitored every fortnight as per Environment (Protection) Amendment Rule, Sept. 2000 and quarterly reports are being sent regularly to MPPCB and MOEF. The annual Environmental (Audit) Statement is submitted every year to MPPCB before 30<sup>th</sup> September. The measures will be continued during the balance life of mine with enhancement of production so as to maintain the parameters well within the permissible limits.

### **E. Consent to Operate(CTO)**

11) The mine is operating with Consent to Operate (0.45 MTPA) obtained from MPPCB. Consent to Operate from MPPCB will be obtained for 1.50 MTPA after receipt of environmental clearance from MOEF and the conditions of CTO will be implemented during the balance life of mine with enhancement of production so as to maintain the parameters well within the permissible limits.



## **F. Proposal**

12) All the conditions of new EC (1.50 MTPA) shall be duly implemented and six monthly compliance report will be submitted to MOEF as per the EIA Notification 2006.

- In view of the above, due-diligence environmental clearance for Ghorawari OC Patches expansion project, Tahsil – Junnardeo, Dist. – Chinndwara for
- enhancement of production capacity from 0.45 MTPA to 1.50 MTPA with same land area of 1296.011 ha may be accorded under clause 7(ii) of EIA Notification 2006 based on the attached duly filled Form-1, TOR, Feasibility Report and
- Submission as above.

\*\*\*\*\*

**APPLICATION**  
**FOR**  
**ENVIRONMENTAL CLEARANCE**

(DUE DILIGENCE,

FORM-1 AND TOR AS PER CLAUSE 7(ii)

(AS PER EIA NOTIFICATION SEPT' 06)

OF

***GHORAWARI OC EXPANSION PROJECT***  
(Expansion from 0.45 MTPA TO 1.50 MTPA)

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# PART - I

**APPLICATION**  
**FOR**  
**ENVIRONMENTAL CLEARANCE**  
**(AS PER EIA NOTIFICATION SEPT' 06)**  
**OF**  
**GHORAWARI OC EXPANSION PROJECT**  
**(Expansion from 0.45 MTPA TO 1.50 MTPA)**  
**DUE - DILLIGENCE**

**JUNE - 2008**

Prepared by :-

**ENVIRONMENT DEPARTMENT**  
**CENTRAL MINE PLANNING & DESIGN INTITUTE LTD**  
**REGIONAL INSTITUTE- IV, JARIPATKA**  
**NAGPUR - 440014**



## DUE DILIGENCE UNDER CLAUSE 7(ii) OF EIA NOTIFICATION 2006

The Due Diligence for EIA studies for the proposed expansion in production capacity without any increase in land area in respect of **Ghorawari Opencast Expansion Project of WCL** are as given below:-

S N	Macro Environm ental issues	Micro Environme ntal issues	Impact on Environment	Control measures for environmental protection in practice	Due Diligence
1	<b>AIR ENVIRON MENT</b>	Dust generatio n due to mining and allied activities	1) Human Health. 2) Plant growth. 3) Spoilt Aesthetic Look.	<p><b>At Source</b> – Dust suppression by water spraying / sprinkling, controlled blasting, covered coal transportation.</p> <p>Multi cultural tree plantation( native species) – over OB dumps, along road side, around coal stock yard. The details of existing pollution control measures are given herewith in the feasibility report.</p> <p>Monitoring of ambient air quality at mine activity area every fortnight as per Environment (Protection) Amendment Rule 2000. The existing monitoring results show that parameters are well within the permissible limits. The reports are</p>	<p>1) All existing measures to be continued and if necessary measures will be augmented / strengthened (depending on monitoring results). The AAQ will be maintained within permissible limits.</p> <p>2) Moreover, all the conditions of fresh environmental clearance for 1.50 MTPA will be duly implemented and same will be followed for Consent to Operate to be obtained from MPPCB after EC (1.50 MTPA).</p> <p>3) Regular reports will be submitted to MOEF &amp; MPPCB as being done at present.</p>

S N	Macro Environm ental issues	Micro Environme ntal issues	Impact on Environment	Control measures for environmental protection in practice	Due Diligence
				sent regularly to MOEF & MPPCB.	
2	<b>WATER ENVIRON MENT</b>	<p>1) Discharge of mine pumped out water in order to make mine working safe.</p> <p>2) Lowering of Ground Water table in the influence zone due to mine pumping.</p> <p>3) Leachets from sludge of workshop ETP &amp; used oil &amp; grease.</p> <p>4) Domestic sludge.</p>	<p>1) Water Born Diseases.</p> <p>2) Choking of natural water courses.</p> <p>3) Plant growth.</p> <p>4) Shortage of potable water.</p>	<p>The strata seepage water &amp; run off water first gets accumulated in the mine sump, which has sufficient storage capacity to allow initial settlement of suspended particles. Thereafter supernatant water is pumped out on surface and led into surface sedimentation pond that allows settlement of remaining suspended particles. The treated water is then partly used within the mine premises &amp; balance is let off into local nallah for use in agricultural &amp; domestic activities by local residents. The quality of treated mine pumped out water is monitored every fortnight as per Environment (Protection) Amendment Rule, 2000. The existing monitoring results</p>	<p>1) All existing measures to be continued &amp; if necessary, measures will be augmented / strengthened (depending on the monitoring results). The Water Quality will be maintained within permissible limits.</p> <p>2) Moreover, all the conditions of fresh environmental clearance for 1.50 MTPA will be duly implemented and same will be followed for Consent to Operate to be obtained from MPPCB after EC (1.50 MTPA).</p> <p>3) Regular reports will be submitted to MOEF &amp; MPPCB as being done at present.</p>



S N	Macro Environm ental issues	Micro Environme ntal issues	Impact on Environment	Control measures for environmental protection in practice	Due Diligence
				<p>show that parameters are well within the permissible limits. The details of existing pollution control measures are given herewith in the feasibility report.</p> <p>The excess treated mine pumped out water let off into nullah provides recharging of ground water &amp; supplements the flow in local nullah for use by adjacent inhabitation. Water shortage is also supplemented by supplying water through tankers during water scarcity months. Under community development programme facilities like bore well &amp; dug wells have been created in nearby villages. Regular monitoring of ground water level in open wells &amp; dug wells in nearby villages is also carried out.</p>	

S N	Macro Environm ental issues	Micro Environme ntal issues	Impact on Environment	Control measures for environmental protection in practice	Due Diligence
				The sun-dry domestic sewage / kitchen sludge is disposed off as secured land fills.	
				Periodical medical examination for all workmen once in five years.	
3	<b>NOISE ENVIRONMENT</b>	Generation of high noise due to operation of Heavy Earth Moving Machineri es, Drilling in Coal & OB benches & instantaneous high noise due to blasting, crushing operation at CHP, repair & maintenance jobs at workshop.	1) Impact on human health. 2) Impact on fauna. 3) Impact on human property.	Providing protective gears to all workmen as per statute. Training & retraining of all workmen as per statute. Periodical medical examination for all workmen once in five years. Preventive & regular maintenance of all HEMMs. Use of protective devices at high noise generating points. Controlled blasting as per permission from DGMS. Multi cultural tree plantation around workshop, CHP for minimizing propogation of noise.	1) All existing measures to be continued & if necessary, measurers will be augmented / strengthened (depending on the monitoring results). The Noise Quality will be maintained within permissible limits. 2) Moreover, all the conditions of fresh environmental clearance for 1.50 MTPA will be duly implemented and same will be followed for Consent to Operate to be obtained from MPPCB after EC (1.50 MTPA). 3) Regular reports will be submitted to MOEF & MPPCB as being done at present.
4	<b>LAND ENVIRON</b>	Land degradati	1) Ugly scar on surface.	The mine has been planned to	There is no change in the final land use pattern as



S N	Macro Environm ental issues	Micro Environme ntal issues	Impact on Environment	Control measures for environmental protection in practice	Due Diligence
	<b>MENT</b>	on due to excavatio n for productio n of coal, dumping of excavate d OB & coal on surface, building various infrastru ctures for efficient & smooth operation of the mine. Soil erosion due to OB dumping.	2) Creation of dump sites. 3) Choking of natural watercourse s. 4) Loss of nutrients of soil. 5) Change in topography & drainage pattern.	minimize degradation of land during operation. The excavated land is proposed to be backfilled as per geo mining parameters & backfilled area is also proposed to be covered with plantation with native species / grasses. The OB dumps have already been partly covered with excavated topsoil & multi cultural tree plantation developed over it to minimize erosion of soil and flow of sediments and improve upon the aesthetic value. The balance OB Dumps are also proposed to be biologically reclaimed during balance life.	proposed in the earlier approved EMP(0.45 MTPA). The biological reclamation of external OB Dumps and backfilled areas will be continued.
5.	<b>SOCIO - ECONO MIC ISSUES</b>	1) Displace ment of village, 2) Acquisiti on of agricultur al land	1) Displaceme nt from ancestral place/prop erty leading to socio - cultural stress	<b>Not applicable with the present proposal.</b> The land owners from whom land has been acquired have been paid compensation at	The development works under community development & Welfare will be continued.

S N	Macro Environm ental issues	Micro Environme ntal issues	Impact on Environment	Control measures for environmental protection in practice	Due Diligence
			2) Loss of earnings	<p>the time of acquisition and eligible land losers have been provided employment in the project.</p> <p>The issues raised during the Public Hearing (While applying for last EC) have also be addressed. Various developmental works have also been undertaken in the adjoining/neighbor villages. The details of works done so far have been detailed out in the feasibility report.</p>	
6.	<b>Flora &amp; Fauna</b>	1) Loss of Native Species 2) Displacement of Fauna	1) Loss of Native species 2) Displacement of Fauna 3) Climatic Change 4) Loss of Aesthetic Value	<p>Although there is some forest land involved in the project, there is negligible destruction of forest wealth. There is no endangered/endemic species of flora &amp; fauna found in the land acquired for the project. However adequate tree plantation/Affores</p>	<p>Tree plantation with native species to continue during the balance life of the mine.</p>



S N	Macro Environm ental issues	Micro Environme ntal issues	Impact on Environment	Control measures for environmental protection in practice	Due Diligence
				tation have already been done with native species within the mine premises and the same has attracted fauna and improved the floral cover/ green cover vis – a vis pre – mining scenario and also has helped to maintain the original climatic features along with improvement in the aesthetic look surrounding the mine.	

# PART - II



# **APPLICATION**

**FOR**

## **ENVIRONMENTAL CLEARANCE**

(DUE DILIGENCE, FORM-1 AND TOR AS PER CLAUSE 7(ii)

(AS PER EIA NOTIFICATION SEPT' 06)

**OF**

***GHORAWARI OC EXPANSION PROJECT***  
(Expansion from 0.45 MTPA TO 1.50 MTPA)

# **FORM - 1**

**(WITH TOR & FEASIBILITY REPORT)**

**JUNE - 2008**

Prepared by :-

**ENVIRONMENT DEPARTMENT  
CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD  
REGIONAL INSTITUTE - IV, JARIPATKA  
NAGPUR - 4400014**

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## FOR

### GHORAWARI OPENCAST EXPANSION

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## APPENDIX I

(Reference - Paragraph - 6)

### FORM 1

#### (I) Basic Information

Name of the Project: GHORAWARI OPENCAST EXPANSION COAL MINE PROJECT

Location / site alternatives under consideration:

Tahsil - Junnardeo, Dt. Chinndwara, State - Madhya Pradesh.

Operating mine being expanded

For increase in production capacity - Within the strike & dip side limit of the sanctioned Project/ mine. As such consideration of alternate site does not arise.

Size of the Project: \* Production capacity -  
Existing/Sanctioned - 0.45 MTPA  
Proposed - 1.50 MTPA

Total Production capacity for which  
Environmental clearance being solicited - 1.50 MTPA.

Total land area for which  
Environmental clearance being solicited - 1296.011 ha  
There is no additional land requirement in the proposed expansion.

Expected cost of the project: Rs. 137 Lakhs.

Contact Information:

Chief General Manager , KANHAN AREA, WCL P.O. DUNGARIYA, Chinndwara District,  
Madhya Pradesh State.  
Phone no - 07160 - 230060

Screening Category: Not Applicable

Capacity corresponding to sectoral activity (such as production capacity for manufacturing, mining lease area and production capacity for mineral production, area for mineral exploration, length for linear transport infrastructure, generation capacity for power generation etc.,)

Source -

All the information and data submitted have been taken from the project, Environmental Quality monitoring data given by CMPDIL, RI - IV as well as the Expansion Scheme of this Project..

(II) Activity

1. Construction, operation or decommissioning of the Project involving actions, which will cause physical changes in the locality (topography, land use, changes in water bodies, etc.)

S.No	Information/Checklist confirmation	Yes/No	Details thereof (with approximate quantities /rates, wherever possible) with source of information data
1.1	Permanent or temporary change in land use, land cover or topography including increase in intensity of land use (with respect to local land use plan)	Yes	<p>The premining land use pattern of the total land involved in the project was as follows:-  Agricultural land = 178.10 ha  Govt.(waste) land = 524.911 ha  Forest Land = 593.00 ha  -----  1296.011 ha</p> <p>There is no increase in land area beyond the already approved environmental clearance. The permanent change in land will be at the end of mine life which is same as given in the last approved EIA/EMP (Approved in Dec, 2007) and the details are given as below: -  I) Quarry area - 750.36 ha  a) Void - 262.626 ha  b) Quarry area (Backfilled) - 487.734 ha  II) Area Covered under External OB Dumps - 217.861 ha  III) Area of Danger Zone for Blasting - 172.80 ha  IV) Project Township, Infrastructures and Roads - 154.99 ha  Out of the above land at the EOM, Plantation Cover - 497.049 ha  <b>Total - 1296.011 ha</b></p>
1.2	Clearance of existing land, vegetation and buildings?	Yes	<p>Out of the total land involved of 1296.011 ha, the entire land has been aquired. There is forestland of 593.00 ha involved in the project. There is no R&amp;R involved in the project for balance life.</p> <p>The open cast mine is in operation with valid Environment Clearance for operating the mine for a production capacity of 0.45 MTPA with land area of 1296.011 ha from MOEF as well as valid consent to operate for 0.45 MTPA from Madhya Pradesh Pollution Control Board, Bhopal. Due to proposed increase in production capacity without any increase in land area, the clearance of existing land is as under</p>



			<p>Quarry Area - 750.36 ha</p> <p>Area for Danger Zone for blasting - 172.80 ha</p> <p>Area for External Dump - 217,861 ha</p> <p>Project Township, Infrastructure &amp; Roads - 154.99 ha</p> <p><b>TOTAL – 1296.011 ha.</b></p>
1.3	Creation of new land uses?	No	No new land is being proposed beyond already approved land use as specified in Para - 1.1.
1.4	Pre-construction investigations e.g. Bore houses, soil testing?	No	The mine is already in operation. As such not Applicable. However pre - construction activities involved boreholes drilled to prove coal reserves towards assessing feasibility of coal mining and the same were also carried out here.
1.5	Construction Works	No	Infrastructures/ Office building constructed at the project site would cater for the balance life.
1.6	Demolition works?	No	No demolition envisaged during balance mine life.
1.7	Temporary sites used for construction works or housing of construction workers?	No	Not Applicable as the mine is already in Operation.
1.8	Above ground buildings, structures or earthworks including linear structures, cut and fill or excavations	Yes	Excavation - Coal - <b>Existing</b> - 37,000 Tonnes/ Month, <b>Proposed</b> - 1,25,000 Tonnes/ Month and OB - <b>Existing</b> - 3,37,000 cubic meter / month, <b>Proposed</b> - 9,37,500 cubic meter / month. In addition External OB Dumps, Embankment, Plantation.
1.9	Underground works including mining or tunneling?	No	Not Applicable. The mine under consideration is for opencast mining as such no underground works including mining or tunneling are there.
1.10	Reclamation works?	Yes	a) In vacant land, external OB dumps & backfilled area 1,20,500 trees have been planted, covering an area of 48.525 ha. It is proposed to do additional plantation in future to the extent of 12,51,000 trees covering an area of 497.049 ha; at the end of mining activities in this mine.
1.11	Dredging?	No	----
1.12	Offshore structures?	No	----
1.13	Production and manufacturing processes?	Yes	The mine is to produce coal by Open Cast mining method. Sanctioned Capacity - 0.45 MTPA. Proposed Capacity - 1.50 MTPA. The opencast method involves Shovel -

			Dumper Combination.
1.14	Facilities for storage of goods or materials?	Yes	<p>The Overburden (OB) lying above the coal seam consisting of alluvium, shale &amp; sandstone is excavated to extract coal seam and is stacked at earmarked sites as external OB dump and also as protective embankment.</p> <p>The total area earmarked for External OB dump is 217.861 ha. Out of this at present total area covered under external OB dump is 15.31 ha. Part of the excavated OB is also earmarked for dumping in the decoaled void.</p> <p>At the end of mining operation out of 750.36 ha of quarry excavation, 552.074 ha is planned to be backfilled. Coal is stored in the earmarked site in the Coal Stock Yard. The storage of goods and other material is made in Designated Store. Explosives are stored in Magazine approved by Chief Controller of Explosives.</p>
1.15	Facilities for treatment or disposal of solid waste or liquid effluents?	Yes	<p>Solid wastes is mostly overburden lying above the coal seam consisting of alluvium, shale &amp; sandstone is excavated to extract coal seam and is stacked at earmarked sites as external OB dump and also as protective embankment.</p> <p>The total area earmarked for External OB dump is 217.861 ha. Out of this at present total area covered under external OB dump is 15.31 ha. Part of the excavated OB is also earmarked for dumping in the decoaled void.</p> <p>At the end of mining operation out of 750.36 ha of quarry excavation, 552.074 is planned to be backfilled.</p> <p>Catch drains have been provided along the periphery of OB Dump to arrest silt and sediments flow from the dumpsite. In case of OB benches in the quarry, cross drainage has been provided which carry the silt and sediments into the main mine sump made at the floor of the seam of each patch, are acting as first stage settling pond. In addition garland drains of size 1.5 m X 1.0 m have also been provided around the periphery of the quarry area which carries surface run - off ultimately to the main mine sump of each patch. The water is then pumped out from the mine sump and is then fed into a drain ( 250m x 6m x 2.5m ) leading into the abandoned quarry void. A part of this water is utilized within the mine premises for watering of plants, washing of HEMMs, dust suppression</p>



			measures etc. Balance water is the released onto local nullah. For treatment of domestic sewage, the individual quarters are provided with conventional soak pit system.
1.16	Facilities for long term housing of operational workers?	Yes	Housing for operational workers have already been provided.
1.17	New road, rail or sea traffic during construction or operation?	No	--
1.18	New road, rail, air waterborne or other transport infrastructure including new or altered routes and stations, ports, airports etc?	No	---
1.19	Closure or diversion of existing transport routes or infrastructure leading to changes in traffic movements?	No	---
1.20	New or diverted transmission lines or pipelines?	No	---

Impoundment, damming, culverting, realignment or other changes to the hydrology of watercourses or aquifers?

No/  
Yes

There is no impoundment, damming, culverting, realignment or other changes during the balance life of the mine. The ground water abstraction will continue for safe working of the mine.

The following hydrogeological regime has been projected to represent the existing hydrogeological set-up of Ghorawari OC Patches and its buffer zone. Generally sand stone horizons serve as aquifers and shale/clay acts as aquicludes whereas weathered/secondary porous zones are aquifers in Basalts & Metamorphics. The various hydrogeological units developed in the study area are in the following table :

SL. No.	TYPE OF AQUIFER	DEPTH RANGE (m)	CORE ZONE	BUFFER ZONE
1	UNCONFINED	0 -30	Soil zone/ weathered Moturs/ Barakars/ Basalt	Wlts eathered Motur/ Barakar, Talchir, Basilts & Metamorphic

						trapeans, vesicular and fractured jointed Basalts and also lineaments, fractured/ fault zones Metamorphics.

the hydrogeological observation well in Kanhan area has been established. Depth to water table in core zone area is 5.55 m to 12.00 m bgl in pre-monsoon and 1.30 to 8.00 bgl in post -monsoon period. Average annual fluctuation being 4.00 m.

In buffer zone, depth to water table in unconfined aquifer in general varies from 4.05 m to 17.20 m bgl in premonsoon while it is from 0.05 m to 7.25 m bgl in post monsoon period. Water table fluctuation in general is from 1.50 m to 8 m between the two extreme seasons. Average being 5.00 m. Deep water levels and large zone of fluctuation are observed in the area covered by Basalts and Metamorphics. The water table configuration is mostly similar to that of topography but with that of reduced relief.

**Water Level Trend :** Ground water level decadal average of water levels and water level for fluctuations during 2002-2003 of National Hydrograph stations network in Pench Kanhan Coalfields along with hydrographs drawn by CGWB for Jamai NHS were examined to assess the water level trends during premonsoon and post monsoon seasons. A rising trend both in post and premonsoon has been observed at the stations at Jamai. It is worth to make a mention of the fact that the hydrograph stations at Jamai are located in the active coal mining belt. It is imperative from the rising trend in the water levels in both the seasons that the mining activity in general in the area and underground mining in particular has not induced any effect in the ground water levels in the dugwells tapping the unconfined aquifer.

It can be concluded that the underground mining at deeper depths in Gondwana covered area would affect the deeper



		<p>aquifer(confined/ semiconfined) immediately overlying the working coal seam, but there would be insignificant effect on the unconfined aquifer. Further in the Basalt covered Gondwana area , the underground mining may not induce any impact on the water table ( shallow) aquifer.However, the opencast mining will induce effect on all aquifer zones overlying the working coal seam.The effect on the unconfined is considerably more in comparison to the deep aquifers i.e. semiconfined aquifer due to continous desaturation/ draining of the aquifer.</p> <p><b>GENERAL AQUIFER PARAMETERS :</b> No detailed hydrogeological investigations were carried out at kanhan mine area. The bore hole drilled by CGWB at Jamai reveals aquifer at a depth of 27.70 m bgl capable of yielding 3.50 LPS. However, the aquifer parameters evaluated by CGWB in Parasia block in particular have been considered and attributed for the study area . The projected hydraulic parameters of the aquifers in Motur &amp; Barakar formations are as follows :</p> <p><b>Transmissivity - 20 to 50 m<sup>2</sup> / day</b>  <b>Hydraulic conductivity - 0.3 to.0.7 m / day</b>  <b>Storage coeffecient - 3 x10<sup>-2</sup> to 5 x 10<sup>-4</sup></b>  <b>Specific Yield - 0.03 to 0.05 ( assigned)</b></p> <p>The tubewells constructed in Gondwanas have registered moderate yield ranging from 2 LPS to 5 LPS. However, the borewells in the Basalts and Metamorphics in general recorded low yield varying from negligible to 3.0 LPS. With some exceptions of moderate yield due to secondary porosity and favourable physical setting. By judicious judgement of these facts and review of formations logs, the above parameters have been arrived from the wide range of values of different formations.</p> <p><b>GROUND WATER RESOURCES IN THE AREA :</b>  <u>Ground water recharge :</u>  Rainfall is the main recharge source for</p>
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ground water. The study area receives an average annual rainfall of 1300 mm. Additionally, ground water is also being recharged from other sources such as return flow from irrigation and mine pumped out (waste) water thrown on land /natural drains, water logged voids, etc. The replenishable ground water recharge has been computed by rainfall- infiltration method in the absence of long-term water table fluctuation data of different formations in the area. The rainfall-infiltration factor for semiconsolidated sandstones ( Gondwanas), Basalts, Metamorphics and Talchir has been considered to be 12%, 13%, 8%, and 4% respectively ( GEC Report -1997 CGWB NCR, 2005) by critical review of all the factors responsible for rainfall-recharge to ground water. While computation of ground water recharge , the hilly area with > 20% slope amounting to about 42 sq.km. has been discarded from the study area of 314 sq.km. The ground water recharge computation as per GEC 1997 norms is as under :

a)	Recharge from rainfall	MCM ( Million
i)	Moturs/ Barakars - 99.70	14.36
ii)	Talchir - 86.90	4.17
iii)	Basalt - 58.20	9.08
iv)	Metamorphics - 27.20	2.61
	RECHARGE BY RAINFALL	30.22
b)	Recharge from other	0.60
c)	Gross Ground water	30.82

#### GROUND WATER DRAFT :

The ground water draft for domestic , irrigation and mine pumping use is computed as under :

Ground water draft of Ghorawari OCM area



Irrigation	5.64 MCM
Mine Pumping (Existing mines in Buffer zone)	2.31 MCM
Annual Ground water Draft	8.90 MCM

#### Ground Water Balance : :

i)	Gross Ground Water recharge	30.82 MCM
ii)	Natural discharge to drains and other losses ( 10% of item I) above)	3.08 MCM
iii)	Net annual ground water availability	27.74 MCM
iv)	Allocation/ projection for next 25 years for domestic and industrial use	0.50 MCM
v)	Annual ground water draft for all uses	8.90 MCM
vi)	Ground water balance ( items iii - iv & v )	18.34 MCM

#### GROUND WATER STAGE OF DEVELOPMENT :

The stage of development computation in the present study is 33.88% , which can be categorized as ' Safe' with less than 70% value. As per report of CGWB and MP Govt. of 2005 , the stage of development of Jamai Block in which Ghorawari OCM is located is 21.42% and classified as ' safe' category.

#### Dynamic & Static Resources:

Dynamic and static reserves for the core and buffer zones are estimated by using the mine and aquifer parameters. Since the opencast mine acts as a large diameter well/ sink, the inflow to the mine is contributed from the saturated overburden formation i.e. multiple aquifer system. However, the unconfined aquifer is the most affected in the opencast mining area.

#### WATER QUALITY :

As part of the Environment Management Plan (EMP) preparation, the surface water, ground water and mine water quality were monitored; the water quality parameters are within the stipulated standards,

#### MINE DRAINAGE / PUMPING:

			<p>The ground water inflow of Ghorawari OC computation has been done by utilizing the abovementioned aquifer and mine parameters. The ground water inflow to the mine has been estimated to be around 1040 m<sup>3</sup>/day (0.38 MCM annually) at the final quarry depth of 48 m. However, to keep the water level below stipulated level as per DGMS requirement the existing Ghorawari UG mine has to pump 3120 m<sup>3</sup>/day ( 1.14 MCM annually).</p> <p>The operating mines in the buffer zone are continuously pumping ground water to the tune of 2.31 MCM annually as part of mine management.</p> <p><b>RADIUS of MINE INFLUENCE AREA :</b>          In the opencast mines, the different aquifers overlying the working coal seam would be contributing ground water to the mine by gravity drainage since they are exposed /removed at the mine. The anticipated ground water inflow to the mine is to the tune of 1040 m<sup>3</sup> / day at the final quarry depth of 48 m. The shape and extent of the cone would depend on mainly hydraulic conductivity and specific yield of aquifers and also mine depth and area etc.          Generally steep drawdown cone of depression would be formed in poor potential aquifers thereby the influence area is to a small distance and reverse is established in respect of aquifers with high hydraulic conductivity. The radius of mine influence area has been estimated for Ghorawari OC based on the abovementioned aquifer and mine parameters and works out to less than 900 m at final quarry depth of 48 m. The underground mining already done in the area may restrict the cone of depression further.          Mine induced effect would be distinctly noticed within a distance of 500 m from the mine edge in the down-dip direction and becomes milder / insignificant thereafter. However, the effect is limited/ negligible in the up-dip side of the incrop zone due to shallow mine depth &amp; area and further mine development is towards dip-side only.</p>
1.22	Stream crossings?	No	---
1.23	Abstraction or transfers of water	Yes	Due to excavation strata seepage water gets



	form ground or surface waters?		accumulated at the floor of the coal seam in the sump having capacity to deal with peak rainfall. In order to maintain the working faces dry for coal production this water is pumped out daily. The quantity of daily pumped out water comes to 4160 m <sup>3</sup> / day. No abstraction is done from surface water. The detailed of assessment of ground water has been given in point no 1.21.
1.24	Changes in water bodies or the land surface affecting drainage or run-off?	No	--
1.25	Transport of personnel or materials for construction, operation or decommissioning?	Yes	The mine is already in operation and personnel are using their own transport. Decommissioning is not envisaged in near future as the mine is proposed to get further lease of life through deepening.
1.26	Long-term dismantling or decommissioning or restoration works?	No	Not envisaged at present.
1.27	Ongoing activity during decommissioning which could have an impact on the environment?	No	Not envisaged at present.
1.28	Influx of people to an area in either temporarily or permanently?	Yes	Temporarily influx of people has taken place as the mine is in operation since 1982, who will continue to remain till the mine life. Present manpower - 217
1.29	Introduction of alien species?	No	---
1.30	Loss of native species or genetic diversity?	No	---
1.31	Any other actions?	No	

2. Use of Natural resources for construction or operation of the Project (such as land, water, materials or energy, especially any resources which are non-renewable or in short supply):

S.No.	Information/checklist confirmation	Yes/No	Details thereof (with approximate quantities /rates, wherever possible) with source of information data
2.1	Land especially undeveloped or agricultural land (ha)	Yes	Land requirement:-  Agricultural land = 178.10 ha Govt.(waste) land = 524.911 ha Forest Land = 593.00 ha ----- 1296.011 ha

			There is no increase in land area beyond the already approved environmental clearance. The permanent change in land will be at the end of mine life which is same as given in the last approved EIA/EMP (Approved in Dec, 2007) and the details are given as below: - I) Quarry area - 750.36 ha c) Void - 262.626 ha d) Quarry area (Backfilled) - 487.734 ha II) Area Covered under External OB Dumps - 217.861 ha III) Area of Danger Zone for Blasting - 172.80 ha  IV) Project Township, Infrastructures and Roads - 154.99 ha
2.2	Water (expected source & competing users) unit: KLD	Yes	Source - Mine Pumped out Water .  Quantity - 1040 KLD. from OC & 3120 KLD from UG  Consumption at site - 440 .00 KLD.
2.3	Minerals (MT)	Yes	COAL : Sanctioned capacity - 0.45 MTPA.  Proposed capacity - 1.50 MTPA.  Balance coal - 7.249 Million Tonnes.
2.4	Construction material - stor aggregates, sand / expected source - ( MT)	No	---
2.5	Forests and timber (source - MT)	No	---
2.6	Energy including electricity and fuels (source, competing users) Unit: fuel (MT), energy (MW)	Yes	Electricity - Source - Madhya Pradesh State Electricity Board. -  Consumption - 720000 KWH/ Month.  Diesel - 45000 litres/ Month
2.7	Any other natural resources (use appropriate standard units)	No	----



3. Use, storage, transport, handling or production of substances or materials, which could be harmful to human health or the environment or raise concerns about actual or perceived risks to human health.

S.No	Information/Checklist confirmation	Yes/No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
3.1	Use of substances or materials, which are hazardous (as per MSIHC rules) to human health or the environment (flora, fauna, and water supplies)	No	---
3.2	Changes in occurrence of disease or affect disease vectors (e.g. insect or water borne diseases)	No	--
3.3	Affect the welfare of people e.g. by changing living conditions?	No	--
3.4	Vulnerable groups of people who could be affected by the project e.g. hospital patients, children, the elderly etc.,	No	---
3.5	Any other cause	No	---

4. Production of solid wastes during construction or operation or decommissioning (MT/month)

S.No.	Information/Checklist confirmation	Yes/No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
4.1	Spoil, overburden or mine wastes	Yes	Overburden consisting of Alluvium, Shale & Sand Stone. Total Quantity - 63.35 Million Cubic Meter.(Balance) Yearly excavation - As per calendar programme. Avg. S/R - 8.5 cu.m./t
4.2	Municipal waste (domestic and or commercial wastes)	Yes	Domestic - 5.00 Cubic metre / Year. Disposal - Through Land Fill. Kitchen Waste - 500 kg/ month - Disposal - Through Land Fill.
4.3	Hazardous wastes (as per Hazardous Waste Management Rules)	Yes	Used Oil - 40 Lit. / day - Disposal - Through approved Recyclers.
4.4	Other industrial process wastes	No	---

4.5	Surplus product	No	---
4.6	Sewage sludge or other sludge from effluent treatment	Yes	
4.7	Construction or demolition wastes	No	Not envisaged at present.
4.8	Redundant machinery or equipment	No	Not envisaged at present.
4.9	Contaminated soils or other materials	No	
4.10	Agricultural wastes	No	---
4.11	Other solid wastes	No	---

5. Release of pollutants or any hazardous, toxic or noxious substances to air (Kg/hr)

S.No.	Information/Checklist confirmation	Yes/No	Details thereof (with approximate quantities / rates, wherever possible) with source of information data
5.1	Emissions from combustion of fossil fuels from stationary or mobile sources	Yes	Operation of HEMMs leads to generation of Sox and NOx. The quantum is measured through ambient air quality monitoring in the mine activity area every fortnight as per Environment Protection Amendment Rule, 2000. The quantity is insignificant as per previous/ present records.
5.2	Emissions from production processes	Yes	Dust particles including coal dust. The quantum is measured through ambient air quality monitoring in the mine activity area every fortnight as per Environment Protection Amendment Rule, 2000. Quantity is insignificant.
5.3	Emissions from materials handling including storage or transport	Yes	Dust particles including coal dust. The quantum is measured through ambient air quality monitoring in the mine activity area every fortnight as per Environment Protection Amendment Rule, 2000. Quantity is insignificant.
5.4	Emissions from construction activities including plant and equipment	No	---
5.5	Dust or odours from handling of materials including construction	No	---



	materials, sewage and waste		
5.6	Emissions from incineration of waste	No	---
5.7	Emissions from burning of waste in open air (e.g. slash materials, construction debris)	No	----
5.8	Emissions from any other sources	No	----

6. Generation of Noise and Vibration, and Emissions of Light and Heat:

S.No.	Information/Checklist confirmation	Yes/No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data with source of information data
6.1	From operation of equipment e.g. engines, ventilation plant, crushers	Yes	Operation of HEMMs / Machineries. The quantum is measured through ambient noise quality monitoring in the mine activity area every fortnight as per Environment Protection Amendment Rule, 2000. Generation of noise levels within the permissible limits as per records.
6.2	From industrial or similar processes	No	
6.3	From construction or demolition	No	
6.4	From blasting or piling	Yes	Blasting - Instantaneous Maintained within the permissible limits specified by DGMS.
6.5	From construction or operational traffic	Yes	Operational - through movement of coal transportation trucks and dumpers. The quantum is measured through ambient noise quality monitoring in the mine activity area every fortnight as per Environment Protection Amendment Rule, 2000. Generation of noise levels within the permissible limits as per records.
6.6	From lighting or cooling systems	No	---
6.7	From any other sources	No	---

7. Risks of contamination of land or water from releases of pollutants into the ground or into sewers, surface waters, groundwater, coastal waters or the sea:

S.No.	Information/Checklist confirmation	Yes/No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
7.1	From handling, storage, use or spillage of hazardous materials	Yes	Used Oil - 40 Lit. / day - Disposal - Through approved Recyclers.
7.2	From discharge of sewage or other effluents to water or the land (expected mode and place of discharge)	Yes	Treated mine pumped out water is discharged into local nullah. Quality parameters are monitored every fortnight and found to be well within the permissible limits. Quantity of Final discharge - 600 KLD. From OCM Domestic sewage is treated in conventional soak pits provided with each unit.
7.3	By deposition of pollutants emitted to air into the land or into water	Yes	Fugitive emission into air from external OB dumps and coal & OB handling. Monitoring of Fugitive dust is being carried at one location viz. Security Check post.
7.4	From any other sources	No	---
7.5	Is there a risk of long term build up of pollutants in the environment from these sources?	No	---

8. Risk of accidents during construction or operation of the Project, which could affect human health or the environment

S.No.	Information/Checklist confirmation	Yes/No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
8.1	From explosions, spillages, fires etc from storage, handling, use or production of hazardous substances	No	This is an opencast mine and day to day operations are carried out strictly as per Statute as such there is hardly any risks from explosions, spillages, fires etc.
8.2	From any other causes	Yes	1) Land Sliding in OB Dump and mine Pit - This



			<p>is taken care by proper design of slopes in OB Dump and developing afforestation over dumps. The mine pit is designed with proper slope to avoid any failure.</p> <p>2) Mine Innundation - The mine is protected from any danger due to inundation by providing protective embankment all around the mine pit. In addition garland drains are provided all around the mine pit and provision of adequate number of pumps are also made. During monsoon emergency organization is put into alert.</p> <p>3) Blasting - There are risks of ground vibration and fly rocks which are taken care by designing optimum blasting pattern and getting approval from DGMS and implementing the same.</p>
8.3	Could the project be affected by natural disasters causing environmental damage (e.g. floods, earthquakes, landslides, cloudburst etc)?	Yes	<p>Although the project is not falling under seismically active zone or land slide prone zone but chances of flood can not be ruled out. However the mine is well equipped to deal with eventuality as embankment has already been constructed all around the periphery of the mine. Moreover the mine is well equipped with all provisions of Coal Mines Regulation 1957 and related DGMS Circulars (Tech).</p>

9. Factors which should be considered (such as consequential development) which could lead to environmental effects or the potential for cumulative impacts with other existing or planned activities in the locality

9.1	<p>Lead to development of supporting facilities, ancillary development or development stimulated by the project which could have impact on the environment e.g.:</p> <ul style="list-style-type: none"> <li>• Supporting infrastructure (roads, power supply, waste or waste water treatment, etc.)</li> <li>• housing development</li> <li>• extractive industries</li> <li>• supply industries</li> <li>• other</li> </ul>	Yes	<p>Economic growth associated with coal mining activities lead to semi Urban like development. This supports development of ancillary and supporting industries and other related activities. The opening of this project has already led to development of housing, roads, ancillary industries, Improvement in social &amp; living standards by providing opportunities of direct &amp; indirect employment to local community.</p>
9.2	Lead to after-use of the site, which could have an impact on	Yes	<p>The degraded land is proposed to be biologically reclaimed which will improve</p>

	the environment		<p>the green cover in the area.  Agricultural land = 178.10 ha  Govt.(waste) land = 524.911 ha  Forest Land = 593.00 ha  -----  1296.011 ha</p> <p>There is no increase in land area beyond the already approved environmental clearance. The permanent change in land will be at the end of mine life which is same as given in the last approved EIA/EMP (Approved in Dec, 2007) and the details are given as below: -  I) Quarry area - 750.36 ha  e) Void - 262.626 ha  f) Quarry area (Backfilled) - 487.734 ha  II) Area Covered under External OB Dumps - 217.861 ha  III)Area of Danger Zone for Blasting - 172.80 ha  IV)Project Township, Infrastructures and Roads - 154.99 ha  Out of the above land at the EOM, Plantation Cover - 497.049 ha  Total - 1296.011 ha</p> <p>Moreover the facilities created during the mine operation could assume permanent residency considering the proposed future expansion of the mine with appropriate feed to sustain the growth mechanism.</p>
9.3	Set a precedent for later developments	Yes	Activities detailed out in previous paragraphs above do culminate in conjunction with local set - up and in a number of cases has set precedence of economic development leading to overall socio - economic growth of the area.
9.4	Have cumulative effects due to proximity to other existing or planned projects with similar effects	Yes	Coal occurs in layers continues for large distances. Associated mining activities with such closely located centers along with other related service sectors etc. could have an cumulative impact.



## (III) Environmental Sensitivity

S.No.	Areas	Name/ Identity	Aerial distance (within 10 km.) Proposed project location boundary
1	Areas protected under international conventions, national or local legislation for their ecological, landscape, cultural or other related value	No	---
2	Areas which are important or sensitive for ecological reasons - Wetlands, watercourses or other water bodies, coastal zone, biospheres, mountains, forests	Yes - Details given in next column.	Kanhan River flowing at a distance of 6.0 to 7.0 km. Seasonal Nallah- 0.6km. There are no coastal zones, biospheres, mountains.
3	Areas used by protected, important or sensitive species of flora or fauna for breeding, nesting, foraging, resting, over wintering, migration	No	---
4	Inland, coastal, marine or underground waters	No	---
5	State, National boundaries	No	----
6	Routes or facilities used by the public for access to recreation or other tourist, pilgrim areas	No	----
7	Defence installations	No	---
8	Densely populated or built-up area	Yes- Details given in next column.	Project Set up and WCL Township. 16 Nos. of villages in the core and buffer zone of this project.
9	Areas occupied by sensitive man-made land uses ( <i>hospitals, schools, places of worship, community facilities</i> )	Yes- Details given in next column.	Limited to Project Township.
10	Areas containing important, high quality or scarce resources ( <i>ground water resources, surface resources, forestry, agriculture, fisheries, tourism, minerals</i> )	Yes- Details given in next column.	Ground Water - Yes Surface Water - Kanhan River.  Minerals - Coal.
11	Areas already subjected to pollution or environmental damage. ( <i>those where existing legal environmental standards are exceeded</i> )	No	
12	Areas susceptible to natural hazard which could cause the	No	---

	project to present environmental problems (earthquakes, subsidence, landslides, erosion, flooding or extreme or adverse climatic conditions)		
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