M/s SHIVAPRASAD INDUSTRIES

"SHREERAM COMPLEX" G,FLOOR, NH-66, KODIBAG, KARWAR- 581 303, U.K.DIST.

PH-08382 222007

Ref: SI/KWR/CF/2025-26/177

Date: 26.08.2025

To,
The Deputy Conservator of Forest,
Karwar Division,
Karwar.

Sir,

Sub: Proposal for seeking prior approval of the Central Govt. under Section 2(1) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 for diversion of 8.80388 ha of forest land in F. Sy No. 52A1A, Arga village, Bada Hobli, Karwar Taluk, Uttara Kannada District (Karwar Forest Division) for establishing stone quarry and its approach road, dumping yard in favour of M/s Shivaprasad Industries, Kodibag, Karwar, Uttara Kannada District (Online Proposal No. FP/KA/QRY/31539/2018) – reg.

Ref: Letter of MoEF & CC, Government of India (Forest Conservation Division)

dated: 27.06.2025

With reference to the above, hereby I am submitting the additional information to EDS raised by Assistant Inspector General of Forests, FC Division, MoEF & CC, The Government of India for establishing stone quarry and its approach road, dumping yard in favor of M/s Shivaprasad Industries, Kodibag, Karwar, Uttara Kannada District.

 Comments of the State Government on the matter that PCCF & Nodal Officer in his report has stated that only 2.0 ha out of the proposal area should be used for quarrying.

Reply: The following components were included in the proposal submitted for diversion of forest land in Arga village F. Sy No. 52A1A they are



Village & F. Sy No.	Component	Area in ha
,	Quarry	5.6869
	Safety zone to Quarry	0.9389
	Dump yard	1.2754
	Approach road 1	0.00292
Arga Village,	Approach road 3	0.2383
52A1A	Approach road 4	0.3688
	Approach road 5	0.1326
	Approach road 6	0.0694
	Approach road 7	0.00416
	Quarry material storage area, Electrical	0.0865
	Transformer, Diesel Generators/ Security Shed	
	Total Area in ha	8.80388

Hence, the proposed quarry is 5.6869 ha and if only 2.0 ha is released for quarrying this would not be a feasible project, and moreover making a mining plan of systematic quarrying cannot be done if the area for quarrying is released in piecemeal basis. Hence it is humbly requested to consider the release of the entire 8.80388 ha for quarrying and other components such as Dump yard, Shed and Approach roads as mentioned in the proposal.

ii. The copy of the Government guidelines which state that no quarrying within 200m from NH shall be included.

Reply: The proposed quarry site is more than 200 m from the National Highway - 66. The guidelines of the Karnataka Government say that, no quarrying within 200 m from NH. The State Government of Karnataka in 2013 amended the ordinance reducing the safe distance for a stone guarry from National Highway (NH) in Karnataka to 200 m, and from any Link Roads to 100 m. The National Green Tribunal (NGT) also mandates a minimum distance of 200 m between stone quarries and residential or public structure. (Copy enclosed)As per the conditions mentioned by The Department of Mines and Geology, PART III -(RESTRCTIONS AND CONDITIONS AS TO THE EXERCISE OF THE LIBERTIES, POWERS AND PRIVILEGES IN PART II) (Point No. 5 - No mining operations within 50 meters of public works etc.,) - The lessee/ licensee shall not work or carry or allow to be worked or carried on any quarrying operations at or to any point within a distance of 50 meters if no blasting is involved from the boundary of any railway line expect with the previous permission of the Railway administrative concerned of from the boundaries or reservoir canal, hightension electric line or other public works, or buildings, or inhabited site, expect with the previous permission of Government or any other officer authorized by the Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions and either general or special which may be attached to such permission. The said distances of 50 meters or 200 meters shall be measured in the case of railway reservoir or canal horizontally from the outer toe of the bank of the outer edge of the cutting as the case may be and of building horizontally from the plinth thereof.

iii. Since NFL is also involved in the proposal, the labor shed and dumping area has been proposed over forest land. The State Government shall explore the possibility to relocate these activities to NFL and modified proposal may be submitted.

Reply: The Department of Mines and Geology, Government of Karnataka directed us to keep both quarry area and dumping area should be adjacent for easy access and monitoring purpose. So the sketch for the quarry and dumping yard has been changed accordingly with the joint inspection of The Mines & Geology and The Forest Department. The sketch has been prepared and submitted. Also, the extent of private land (NFL) is very less and far from the quarry site which might increase the cost of production due to the lead and will also cause pollution due to hauling of vehicles. Moreover, the NFL is not on a plain terrain and not suitable for area for storing Quarry materials, installing a transformer for power supply, and installing Diesel generators. After verifying and considering all these facts the area for storing Quarry materials, installing a transformer for power supply, area for keeping Diesel generators was proposed in the forest land, the proposed area is near to the National highway and it will be easy for applying for a power connection and servicing these installations.

iv. Justification for minimum use of forest land for approach road shall be provided.

Reply: The proposal has 07 no's of approach road of which 06 no's of roads are old roads, As the proposed quarry is situated in the forest land, and the access to this quarry can be given only through the forest land, one no's of road which connects to the newly proposed quarry has to be done now, so after verifying and considering all the facts bare minimum area of 0.81618 ha is proposed for approach roads.

v. Other mining leases of stone quarrying granted in the vicinity of the project along with their KML may be submitted along with details sought in EDS No. 1 of RO regarding points raised in Para 7.8 of the consolidated guidelines may be submitted by the State Government.

Reply: The list of stone quarry leases granted in the vicinity of the project is listed below:

A. In Arga forest Sy. No. 52A1A, 0.494 ha was diverted for stone quarry of M/s Ramshree Construction Company, Kodibag, Karwar. as per Stage-II order of GOI No: 4-KRB-754/2010-BAN/1531 dated: 13-07-2012 and GOK No: FEE-160-FFM-2010 dated: 13-08-2021.

There was a re-diversion of 0.051 ha for the expansion of NH-66 (17) in Goa-Karnataka Border-Kundapur section as per GOI order No: F. No: 4-KRA-973/2013-BAN/698 dated: 07-10-2020 and GOK order No: APJ/37/FLL/2020 dated: 07-11-



2020 because of re-diversion of forest land to NH-66 (17). This guarry is besides the NH-66 which connects Panvel to Kanyakumari. Six laning work has already started from Kanyakumari to Mangalore, as soon as they take up the Six laning from Mangalore - Panvel there will be a issue of safe distance from National Highway which may lead to closure of quarry. Even though there is a lease period, also the safe zone may prevent the quarrying once NH-66 Six laning work is completed and left open to traffic.

There is a huge demand of stone quarry material for various developmental projects in the coastal areas especially in Karwar and Ankola Taluk. The extent of private land holding is very less and the district has almost 80% of the geographical area under forest. There is no Government land or private land for guarrying purpose. There is a need for stones/ boulders for various Government project as well as other developmental projects.

Therefore, proposal for opening new quarry is submitted.

B. Diversion of 24.50 ha of forest land in Aligadda hill in Sy. No. 142 A.A of Kodar Village, Uttara Kannada District for quarrying purpose for Seabird project in favor of the Deputy Director General, Project Seabird, Phase-IIA at Karwar. The KML files of the project are enclosed.

We trust that the additional information provided by us has addressed all the queries raised by you.

We are registered Class-I Contractor in the name of M/s Ramshree Global Constructions Pvt. Ltd., (previously known as M/s Ramshree Construction Company) in which myself Mr. Shivaprasad & my brother Mr. Jayaprakash are The Director/ Partner of the firm. This firm is registered with Military Engineer Services (MES) in SS Class, Public Works Department (PWD) (Class-I Contractor), Karnataka Power Corporation Limited (KPCL) and Nuclear Power Corporation of India (NPCIL). The material quarried will be fully utilized for Government developmental works.

We kindly request you to consider our proposal and take the necessary action.

Thanking you,

Yours faithfully,

M/s Shivaprasad Industries

Proprietor

Copy to: The Conservator of Forests

Kanara Circle, Sirsi.

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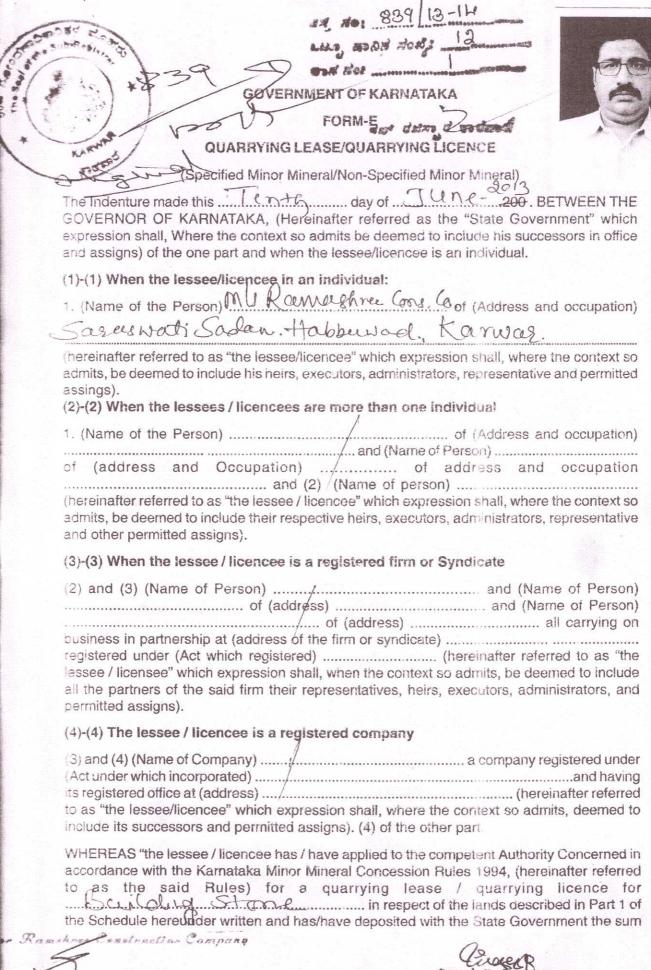


GOVERNMENT OF KARNATAKA

DEPARTMENT OF MINES & GEOLOGY QUARRYING LEASE / LICENCE DEED

(FORM-E)

Quarrying Lease / I	icence No. 551/2013-14.
Name of Lessee / L	icencee M/S Ramushree Construction Co
Date of Grant	10-06-2013.
Period —	10 Years.
Mineral	Building Stone.



Partner

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NOW THIS LEASE WITNESSETH that in consideration of the rents and royalties, Covenants and agreements by and in these presents and the schedule hereunder written reserved and contained and on 'the part of the lessees / licensees' to be paid observed and performed, the state Government hereby grants and demises upto the 'lessee / licensee' comes all those the quarries/mines/strata/veins/streams and beds of Building. It (here state the minerals) hereinafter and in the scheduled refers 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 schedule subject to restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part II of the said schedule EXCEPT and reserving out are the demise upto the State Government the liberties, powers and privileges mentioned in PART IV of the said Schedule TO HOLD the premises hereby granted and demised upto "the lessees, licencees from the Tents day of JUNE 200 2913 for the term of ________ years hence next ensure YIELDING AND PAYING of upto the State Government the several 31 rents and royalties mentioned in Part V of the said Schedule at the respective times herein specified subject to the provision contained in PART VI of the Schedule and the lessee / lessees / Licencee / Licencees hereby/covenant/covenants with the State Government as in PART VII of the said Schedule expressed and the State Government hereby covenants with the lessee/lessees in PART VIII of the 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

PARTI

THE AREA OF THIS LEASE / LICENCE

LOCATION AND AREA OF THE LEASE / LICENCE

	Ange (Village/town) description - 35-09 in (Mahal/taluk) in ne Registration District Uttalakannada or Sub-district and District
52 A	(bearing S. Nos/F.S. Nos/Forest Coup Nos containing an area o thereabouts delineated in plan hereto annexed and and bounded as follows
On the North by	Porest-
On the South by	Sy No. 5A1
On the East by	Adj Sy No. 54 Road.
and On the West of	Road.
	[24][21]

hereinafter referred to 'the said lands'

For Romanges Construction Company

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THE LESSES/LICENCES SUBJECT TO THE RESTRICTIONS AND CONDITIONS IN A PART III

1. To enter upon land and search for mine work etc.,

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

2. To sink, drive and make pits shafts and inclines etc.,

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, water ways and other works.

3. To bring and use machinery, equipment, etc.,

Liberty and power for or in connection with any of the purposes mentioned in this to erect, construct and 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 or under said lands.

To Make roads and ways etc., and use existing roads and ways.

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

5. To get building and road materials etc.,

Liberty and powers for or in connections with any of the purposes mentioned in this part to quarry and get, ordinary building stone and gravel and other building and road materials (except that of specified minor minerals) and ordinary clay and to use and empoly the same and to manufacture such ordinary clay into bricks or tiles and to use such bricks or tiles but not to sell any such material, bricks or tiles on payments or royalties prescribed in the said rules.

(Bracketed portion to be deleted in cases the lease/licence in for specified minor mineral).

6. To use water from streams etc.,

Liberty and power for in connection with any of the purposes mentioned in this part but subject to the rights of any existing or future lessee/licencee and with the written permission and the land of the State Government in that behalf) to appropriate use of water from any streams, water-courses, springs or other in or upon the said lands and to divert, step up or dam any such streams or water courses 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, building, or watering places for live-stock of a

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reasonable supply or water as before accustomed nor in any way to foul of pollute any streams or springs. Provided that the lessee/licencee shall not interfere with the navigation in any navigable streams, nor shall divert such streams without the previous written permission of the State Government.

7. To use for stacking heaping or depositing purposes.

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

8. Benefication and carrying away.

Liberty and power to enter upon and use a sufficient part of the said land to beneficiate, process, dress convert the said Minerals, produced from the said lands and to carry away such beneficiated/processed, dressed, converted mineral/minerals.

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

PARTIII

RESTRICTIONS AND CONDITIONS AS TO THE EXERCISE OF THE LIBERTIES, POWERS AND PRIVILEGES IN PART II

1. No building etc., upon certain places.

No building or thing shall be erected, set up, 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 with the State Government may determine as public ground nor in such manner as to injure or prejudicially affect any building work, property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the Government for works or purposes not included in this lease/licence. They shall not also interfere with any right of way, well or tank.

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

Before using for surface operations any land which has not already been used for such operations the lessee/licencee shall give to the Competent Authority, sixty

For Ramakoga Construction Compano

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days 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 3 which the same is required and the said and land shar not be used if objection is issued by the competent authority within one month after the receipt by him of such notice unless the objections so stated shall on references to the State Government be annulled or waived.

3. To cut trees in the unreserved lands.

- (a) The lessee/licencee shall not cut or injure any tree in the leased/licenced areas without the previous sanction in writing of the Competent Authority.
- (b) Notwithstanding anything contained in sub-clause (a) the lessee/licencee shall not cut or injure any tree in leased/licenced area falling within reserved/protected forest without the previous permission in writing from the Forest Department or the Office authorised by the Forest Depart in this behalf.

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

Save provided in clause 9 Part II of this schedule, the lessee/licencees shall not without the previous sanction from the Forest-Department cutdown or injure any timber or trees on the said but, may, without such sanction clear away any brushwood or under-growth which interferes with any operations authorised by these presents and notwithstanding anything contained in this schedule shall not enter upon any reserved forest included in the said lands without seven days previous notice in writing to the Forest department or the officer authorised by the Forest Department.

5. No mining operations within 50 metres of public works etc.,

The lessee/licencee shall not work or carry or allow to be worked or carried on any quarrying operations at or to any point within a distance of 50 meters if no blasting is involved from the boundary of any railway line except with the previous permission of the Railway administrative concerned or from the boundaries or reservoir canal, hightension electric line or other public works, or buildings, or inhabited site, except with the previous permission of Government or any other officer authorised by the Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions and either general or special which may be attached to such permission. The said distances of 50 metres or 200 metres shall be measured in the case of railway reservoir or canal horizontally from the outer toe of the bank of the outer edge of the cutting as the case may be and of building horizontally from the plinth thereof.

6. Facilities for adjoining Government licences and leases.

The lessee/licencee 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/licencee reasonable facilities of access thereto. Provided that no substantial hindrance or interference shall be caused by such holder of licences or leases to the operations of the leassee/licencee under these presents and the lessee/licencee shall be entitled to compensation as may be mutually agreed upon between the lessee/licencee and such holders and in events of disagreement such fair compensation may be determined by the Competent Authority or any other officer authorised by the State Government in respect of all loss or damage sustained by the lessee/licencee by reason of or the ecercise of this liberty.

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PART IV

LIBERTIES, POWERS AND PRIVILEGES RESERVED TO THE STATE GOVERNMENT

1. To work other minerals

Liberty and power for the State Government or any lessee/licences 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 buildings canals, tramways, railways and other work and conveniences as may be deemed necessary or convenient. Provided that in the exercise of such liberty and power no substantial hindrance or intereference shall be caused to with the liberties powers and privileges of the lessee/licencee under these presents and that the lessee/licencee shall be entitled to such fair compensation as may be mutually agree upon or in the event or disagreement as may be determined by the Competent Authority appointed by the State Government in respect of all loss or damage sustained by the lessee/licencee by reason or in consequences, of the exercise of such liberty and power.

2. To make railways and roads.

Liberty and power tot the State Government or Central Government of construct to any road, railway or canal reservoir or to carry electric or telephone lines in or over the lands under the lease/licence is reserved.

Provided that before such liberty or power is exercised a notice of not less than thirty days shall be given to the lessee/licencee and the area utilised by the Government for any of the aforesaid purpose shall be excluded from the area under the lease/licence and lessee/licencee will not be entitled to claim any compensation for such exclusion.

3. Liberty and power to the State Government to determine, at any time by giving to the lessee/licencee a notice in writing the lease/licence if the area for which the lease/licence has been granted or any part thereof is required by the State Government for any public purpose and a declaration under the signature of the Director that the area, or as the case may be, the part of the area is so required shall, as between the lessee/licencee and the Government, be conclusive.

On the determination of the lease/licence under this power, the area under the lease/licence shall be resumed by the Government and the lessee/licencee shall be paid such compensation as may be determined by an officer appointed by the Government for the purpose and in assessing the amount of compensation, the officer so appointed shall be guided by the principles laid down in the Acquisition Act 1894, for such assessment.

For Ramsking Construction Company

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PART V

RENT AND ROYALTIES RESERVED BY THIS LEASE

Rate and mode of payment of dead Rent

As from the day of .10. 06. 2013200 , during the subsistence of lease/ licence, the lessee/licencee shall pay

the dead rent in advance at Rs 8890/ - per Acre per annum as per

Schedule I in accordance with Rules. The Lessee has to pay dead rent of 8 & 8890- for 0-35-09 Acre. per annum. regulating cut his rate of mode of payment of royalty.

The lessee/licencee shall, pay royalty in advance to Government in respect of minor minorals remained at accordance with Rules. minor minerals removed or consumed by him or his agent, manager, employee, contractor or buyer at the rates prescribed in Schedule 2 in accordance with the Rules. to abid by the ocales of regulation to hic

Mineral Despatch Permits Payment of onehermon Royally of blead The lessee/licencee or his agents, managers, employees, contractors or buyer/ consumers shall not move the mineral quarried without obtaining valid Mineral despatch Permit (in short PERMIT) issued by the Competent. Authority may order for determination of the lease/licence with the prior approval of the Controlling Authority.

4. Penalty

Subject to the provision of clause (3) of this part, any lessee/licencee or his agents, managers, employees, contractors, consumers or buyers contravening the above clause and transport mineral without valid PERMIT, such persons will be liable for penalty at 5 times of royalty. If any lessee/licencee or his agent etc., or buyers continue to indulge in such offence the Competent Authority may order for determination of the lease/licence with the prior approval of the controlling Authority.

PART VI

PROVISIONS RELATING TO THE RENTS AND ROYALTIES

Rent and royalties to be free deduction etc.,

The rents and royalties in PART V of this Schedule shall be paid from any deducations to the State Government at District-Sub Treasury at and in such manner as the Competent Authority may prescribe.

Mode of Computation of Royalty.

For the purpose of computing the said royalties the lessee/licencee shall keep a correct account of the mineral/minerals actually produced from the quarries/mines, lands and despatched from the quarry and maintained stock, in the form presecribed by Government/Competent Authority. The lessee/licencee shall also keep a correct account of the number of persons employed therein and shall also maintained a complete set of plans and cross sections of the quarry and furnish to the Competent Authority concerned such information, reports and returns as required from time to time under these Rules together with representative samples of minerals and processed materials and processed materials from the same obtained during the

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operations. The accounts as well as quantity (in volume or in weight as the case may be) of the mineral/minerals in stock or in the process of despatch from the quarry may be checked by any officer authorised by the State Government and or by the Competent Authority

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

Should the royalty and/or rent reserved and made payable by the lessee/licencee is not paid within thirty days after the date fixed in lease/licence for the payment of the same. State Government may enter upon the premises and restrain all or any of the mineral or benerficiate processed or movable property there and may order the sale of property to restrained or so much of it as will suffice of the satisfaction of the rent and royalties due, and all cost and expenses occasioned by the non-payment thereof.

- 3A. If the lessee or licencee makes any default in the payment of royalty or dead rent payable under rule 26, the competent authority shall give notice to such lessee or licences, requiring him to pay the royalty or dead rent within sixty days from the date of receipt to the notice, failing which the competent authority may, without prejudice to any other action that may be taken against lessee or licence the lease or licencee or forfeit the whole or part of the Security Deposit.
- 4. Any rent, royalty tax fees, penalty or other sums due to Government under said Rules of under this lease/licence shall be recovered as arrears of land revenue on the basis of certificate issued by the Competent Authority.

PART VII

THE COVENANTS OF THE LESSEES/LICENCEES

- Lessees to pay rents, royalties.
 - (1) The lessee/licencee shall pay the rents and royalties reserved by this lease/licence at such times and in the manner provided in PART V and VI of these presents and also may and discharge all taxes, cesses, rates assessments and impositions whatsoever being in the nature of public demands which shall from time to time charged, assessed or imposed by the authority of the State Government upon or in respect of the premises and works of the lessee/lessees in common with other premises and works of alike nature except demands for land revenue.
- 2. To maintain and keep boundary marks in good order.

The lessee/licencee 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 plain annexed to this lease/licence. Such marks order and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identifications.

3. To commence operations within a year and work in a workman like manner

Unless the competent Authority for good cause permits otherwise the lessee/licencee shall commence operation within a year from the date of execution of the lease/licence and shall thereafter at all times during the continuance of this lease licence search for, win, work and develop the said minerals without voluntary intermission in proper skilful and workman or the crops, buildings or other property thereon. The lessee/licencee shall prevent waste by removal of overburden careful sotrage of waste, drainage and removal of valuable minerals. For the purpose of this clause

For Roman Construction Company

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स्मान रिपोर श्रिकेटी ताल कान्य प्रकारण क्यान भारति तत्र थेर्न, स्वयंक्य

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in FORM-Y appended to the said rules, for each financial year ending 31st March, before the 30th April of the Succeeding year, and to allow inspection of working.

8. To allow inspection of working.

The lessee/licencee shall allow any officer authorised by the Central Government or the State Government or the Competent Authority or the Director of Mines and Geology under the Rules in the behalf to enter upon the premises including any building excavation or land comprises in lease/licence for the purpose of inspecting, examining, surveying and making plans thereof, sampling and collecting any data and the lessee/licencee shall with proper person employed by the lessee/licencee and acquainted with the mine/quarry and works effectively 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 quarry which they may reasonably require. Such officer may issue such reasonable directions as he may deem fit to prevent wasteful extraction of minerals and it shall be the duty of the lessee/licencee, his/their agent/manager to carry out directions within such period as the officer may specify if the lessee/licencee, his/their agent or management fails to carry out such directions, within the specified period, the Competent authority may determine the impose a penalty not exceeding twice the amount of the annual dead rent.

9. To report accidents

The lessee/licencee shall report all accidents to the Director of Mines of geology the District magistrate and the District Superintendent of Police concerned, in case 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/licence the lessee/licencee shall send a complete report without any delay of such an accident to the sad officers.

10. To report discovery of other minerals.

- Whenever the lessee/licencee shall find, in the said lands, any mineral other than the said mineral/minerals the lessee/licencee shall immediately report such discovery in writing to the Competent Authority with full particulars of the nature and position of each such find.
- 11. The lessee/licencee shall, at all times, during the said term keep or cause to be kept, at an officer to be situated upon or near the said lands, correct and intelligible books of accounts which shall contain accurate entries, showing from time to time.
 - (1) Quantity and quality of the said mineral/minerals realised from the said lands.
 - (2) Quantity of the various qualities of the said mineral/minerals beneficiated, processed or converted.
 - (3) Quantities of the various quantities of the said mineral/minerals sold at the quarry head or despatched to any mineral processing units, granite cutting and polishing units within the country and quantity exported and the manner and purpose of such sale and disposal;
 - (4) Detail of royalty paid and PERMITS obtained.
 - (5) The prices and all other particulars of all sale of the said mineral/minerals;

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

(7) Such other facts, particulars and circumstances as the Competent Authority of the Director of Mines and Geology may from time to time require and shall also furnish free of charge to such officers and at such times they may prescribe true and correct abstracts of all or any such books of accounts and shall at all reasonable times allow such officers or any officers as the State Government shall, in the behalf appoint, in that appoint, to enter into and free access to, for the purpose of examining and inspecting the said books of accounts and to make copies thereof and to make extracts there from.

12. To maintain plans etc.,

The lessee/licencee shall at all times during the said term maintain at the quarry officer correct, intelligible. Up-to-date and complete Contour and Geological plans and cross sections of the quarries in the said lands. They shall show all the operations, workings, and all the trenches, pits and drilling made by the lessee/licencee shall update such quarry plans and section at the end of each year or any period specified from time to time and the lessee/licencee shall furnish free of charge such plans sections and mineral specimens, to the Competent Authority whenever these required. Accurate records of all trenches pits and drilling shall show

- (a) The sub-soil and strata through which they pass.
- (b) Any other minerals encountered.
- (c) Any other matter of interest and all data required by the State Government the Competent Authority from time to time.

To abide by the previous of the laws in force in respect of labour welfare, safety measures, ecology and environment.

The lessee/licencee shall be bound by the provisions of any laws for the time being in force relating to ecology and environment, the working of the quarries (mines and minerals) are matters affecting safety, health and convenience of the lessee/licencee employees or the public. The lessee/licencee shall abide by the conditions laid down in the payment of wages act 1936 (Central Act IV of 1936). The Mines Act 1952 (Central Act XXXV of 1952), the Indian Explosives Act 1984 (Central Act of IV of 1884) and the water and Air (Prevention and control of pollution) Act 1974.

14. The lessee/licencee shall respect all existing rights of way, water and other basements and shall not carry on mining/quarrying or other operations under the said lease/licence in any way than as prescribed under the Rules.

15. Government indemnified from paying compensation for injury to third parties.

The lessee/licencee shall make and pay reasonable compensation for all damage, injury disturbance to person or property which may be caused by or on the part of lessee/licencee in exercise of the liberties and power granted by these presents and shall at all times have harmless and kept indemnified the State Government from and aganist suits, claims and damages which may be brought or made by any person or persons in respect of any such damage, injury or disturbance.

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16. Not to obstruct working of other minerals.

The lessee/licencee will exercise the liberties and powers hereby granted in such a matter as to offer no unnecessary or reasonsable avoidable obstructions or interruption to the development and working within the said lands of any minerals not included in this lease/licence and shall at all times afford to the Central and State Government and to the holder quarrying lease, of quarrying licence and prospecting licence or mining lease 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 quarrying away the same provided that the lessee/licencee shall have 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 lessee/licencee or holders of prospecting licences.

17. Lessee shall deposit any additional amount necessary equal to the security deposit.

Whenever the security deposit as provided in the 9(1) and 21(1) of the said Rule of any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Competent Authority pursuant to the power hereinafter declared in that behalf the lessee/licencee 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 equal to the said full security deposit amount.

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

The lessee/licencee shall at the expiration or sooner determination of the said term or any renewal thereof deliver upto the State Government all mines, quarries, pits, shafts, inclines, other works now existing or here after to be sunk or make on or under the said lands except such as have been abandoned with the sanction of the Competent Authority in an ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the term were upon or under the such lands and all such machinery set up the lessee/licencee below ground level which cannt be removed without causing injury to the mines, quarries or works under the said lands (except such of the same may with the sanction of the competent Authority) and all buildings and structure of bricks or stone erected by the lessee/licencee above ground level in good repaired order and condition and fit in all respects for further working of the said mines and the said minerals.

19. Right of pre-emption

- (a) The Government shall from time to time and all times during the said term have the right to be excercised by notice in writing to the lessee/licencee of pre-emption of the said minerals (and all products thereof) lying in or upon the lands hereby demised or elsewhere under the control of the lessee/licencee shall with all possible expedition deliver all minerals or products of minerals purchased by the State Government under the power conferred by this provision be exercising the said right.
- (b) In the events of the existence of State or War or emergency (of which existence the president of India shall be the sole judge and a notification to his effect in

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the Gazette of India shall be conclusive proof) the State Government with the consent of the Central Government shall from time to time and at all time during the said term have right to be exercised by a notice in writing to the lessee/licencee shall forth with take possession and control of the works plant, machinery premises of the lessee/licencee on or in connection with the said lands or preparations under the lessee/licencee and during such possession or control the lessee/licencee shall confirm and obey all directions given by or on behalf of the Central or State Government regarding the use of employment of such works, plants premises and minerals, PROVIDED THAT after compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee/licencee or 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 cause. The Government or the Competent Authority shall have the right to dispose of the minor mineral waste generated during the course of quarrying in accordance with the provision of Schedule-2.

20. Not to light fire in forest Areas

The lessee/licencee shall not light any fire upon the said lands if lying within the reserved forest expect under such conditions as the Forest Department may in writing specify and the lessee/licencee and his/their workmen and employees shall render prompt assistance in extinguishing any fire on the said lands or in their vicinity. The lessee/licencee shall be liable for all damage resulting from fire caused by the act or omission of the lessee/licencee or his/their employees and shall pay such compensation for the Forest Department. The decision of the Forest Department as the amount of compensation payable by the lessee/licencee shall be final and binding on the lessee/licencee.

21. No right over produce other than minerals, ores mentioned in the lease/licence.

- (a) The lessee/licencee shall not remove any other produce except the minor mentioned in this lease. The lessee/licencee shall without delay, report to the Competent Authority and the Director of Mines and Geology, the discovery in this areas, comprised in his/their lease/licence of any minerals not specified in the lease.
- (b) If any mineral/s not specified in the lease/licence is/are discovered in the leased/ licenced area he/they shall not win and dispose of such mineral/s, without obtaining lease/licence therefore. If he fails/they fail to apply for such lease/ licence within three months from the discovery of the said mineral/minerals, the Competent Authority may grant a lease/licence in respect of such mineral/ minerals to any other person/persons in respect of such minerals to any other person/persons in respect of such minerals to any other person/ person.
- (c) Without the prior permission of the Director of Mines and Geology the lessee/ licencee shall not use the minor minerals quarried under these rules for a purposes which will classify them as major minerals.
- 22. The lessee/licencee shall make available to the Government of India beryl or any other "Substance prescribed" under section of the Atomic Energy Act (Act XXIX if 1948) if they are found to occur in the sad lands.

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- 23. The State Government shall be immune from the lessee/licencee claims for damages and account or any having been included in this lease which may subsequently be discovered not have been available for the lease.
- 24. The lessee/licencee or his assignees shall not erect by building in contravention of the provisions of any law for the time being in force relating to the erection of buildings or in contravention of any order is issued by any officer or authority composed to issue such order any such law within whose jurisdiction the leased area is situated.
- 25. The lessee/licencee shall abide by such reasonable instructions and direction as may be issued by the Director of Mines and Geology from time to time regarding conservation and development of minerals.
- **26.** The lessee/licencee shall minimise the air and water pollution keeping in view the local atmosphere/ environment.

PART VIII

THE COVENANTS OF THE STATE GOVERNMENT

1. Lessee may hold and enjoy rights quietly.

(1) Lessee/licencee paying the rents and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the pant of the lessee/licencee is 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.

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3. Liberty to surrender this lease/licence.

The lessee/licencee shall be at liberty to surrender this lease/licence by giving notice of not less than three months in writing to the Competent Authority and no fresh liability shall accrue to the lessee/licencee from the date of such surrender provided that all Government dues on rents, royalties and taxes shall be declared off arising upon the date of surrender.

4. Refund of security Deposit

On such date as the Competent Authority may within two months after the determination to this lease or of any renewal thereof amount of the security deposit paid in respect of the lease and then remaining deposit with the State Government

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and not required to be applied to any of the purpose mentioned in this lease shall be refunded to the lessee/licencee. No interest shall run on the security deposit.

PART IX GENERAL PROVISION

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1. Breach of Conditions

In case of breach of any of the conditions of the lease other than mentioned in clause 2 and 3 of this part then the Competent Authority may require the lessee/licencee or his/their assigns to pay penalty not exceeding an amount equivalent to twice the amount of the annual dead rent specified under clause I part V.

2. Obstruction to Inspection

In case lessee/licencee or his/their assignees does/do not allow or obstruct entry or inspection by the Officers authorised by the State Government the Competent Authority may cancel the lease and forfeit the whole or part of the deposit made under Rule 9(1) and 21(1) of the said Rules.

3. In case the lessee/licencee or his/their assignees commit any breach of any of the conditions specified in the clauses sub rule (1) and (2) of Rule 6 of the said Rules then and in any such case the Competent Authority shall give notice in writing to the lessee/licencee or his/their or assignees as the case may be, asking him/them to remedy the breach within thirty days from the date of the notice and if the breach is not remedied within such period the Competent authority under the said Rules may determine the lease provided that nothing therein contained shall debar the State Government from enforcing any other right or remedy that the state Government may have against the lessee/licencee or his/his assignees under any other provisions herein contained.

4. To pay penalty in case of breach

In case of the breaches of the covenants and agreements by the lessee/licencee or any other officer authorised by the Government on which aforesaid notice has been given the Competent Authority under the said Rules in lieu of giving notices, may impose such penalty appropriate in accordance with the sub-rule (3) of Rule 6.

If the lessee/licencee ceases/cease to work the quarry for a continuous period of one year the lease/licence shall liable to cancellation as per the Rules.

Provided that the lease/licence shall not be cancelled. If the lessee/licencee are prevented from working the quarry owing to some reasonable cause or if the lessee/licencee ceases/cease to work with prior permission of the Competent Authority.

6. Interpretation

If there is any dispute regarding their lease/licence or any other matter or thing, construction of a term or condition in the lease/licence anything connected with the quarries or minor minerals specified in this lease/licence or the working or nonworking of the quarry operated under the lease/licence, the amount of payment of royalty or dead rent or its mode of payment to the Competent Authority it shall be referred to the State Government whose decision shall be final and binding on the lessee/licencee.

7. Lessee\licencee to remove his properties on the expiry of lease.

The lessee/licencee 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 terms or within three months there after (unless the lease/licence shall be

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determined under clause 1 and 2 or this PART and in that case at any time not less than three calender months after such determination), take down remove for his own benefit all or any engines, machinery plant, building structures, tramways, railways other works erection and conveniences which may have been erected set up or placed by the lessee/licencee in or upon the said lands and which the lessee/licencee is/are bound to deliver to the State Government under clause 18 of PART VII of this Schedule and which the State Government shall not desire to purchase.

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

If at the end of three months after the expiration or sooner determination of the said term or after the date from which any surrender by the lessee/licencee of part under the provisions contained in Clause 3 of PART VIII of this. Schedule become effective there shall remain or upon the said land or the surrendered part or parts thereof the case may be any engine, machinery, plant, building, stuctures, tramways railways and other work, erections and conveniences or other property which are not required by the lessee/licencee in connection with his/their operations in these parts of the said lands which he/they has/have surrendered or in any other lands held by him/them under quarrying lease the same shall not removed by the lessee/licencee within one calender month after notice in writing requiring their removal has been to the lessee/licencee 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 compensation or to the lessee/licencee in respect thereof.

9. Service of notice

Every notice by these present required to be given to the lessee/licencee shall be given in writing to such person resident on the purpose of receiving such notices and if there shall have been no such appointment they every such notice shall be sent to the lessee/licencee by the registered post address in India as the lessee/licencee 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/licencee and shall not be questioned or challenged by him.

10. In respect of quarrying leases consisting of an area of five acres and more a quarrying plan containing the particulars specified in clause (c) shall be submitted by the lessee within six months from the date of grant of lease as per sub-rule 3(a) of Rule 18 of K.M.M.C. Rules 1994.

In Witness whereof these presents have executed in the manner hereunder apprising the day and year first above written.

Signed by

For and on behalf of the Governor of Karnataka in the presence of

Hartney

Signed by

for and on behalf of in the presence of

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PRINCIPAL BENCH AT NEW DELHI O.A. NO. 304 OF 2019

IN THE MATTER OF:

M. Haridasan & Ors

.... Petitioner

Versus

The State of Kerala & Ors.

.... Respondents

IN THE MATTER OF:

M/s VSC Villaments

TC 54/928, Rohini Sadanam,

Melamcode, Nemom P.O,

Thiruvananthapuram

(Represented by its Managing Partner Sri Sreejith SS)

......Applicant

PURSUANCE OF THE DIRECTIONS IN ORDER DTD 09.12.2021 PASSED BY THIS HON'BLE TRIBUNAL IN O.A. NO. 304 OF 2019

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Place: New Delhi

Drawn and Filed by

Date: 02/01/2024

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

O.A. NO. 304 OF 2019

IN THE MATTER OF:

M. Haridasan & Ors

.... Petitioner

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Thiruvananthapuram

(Represented by its Managing Partner Sri Sreejith SS)Applicant

FORMED IN PURSUANCE OF THE DIRECTIONS IN ORDER DTD 09.12.2021 PASSED BY THIS HON'BLE TRIBUNAL IN O.A. NO. 304 OF 2019

MOST RESPECTFULLY SHOWETH:

- 1. The abovementioned OA was registered on the basis of a copy of a PIL letter sent by the Petitioner in the OA.
- 2. The Applicant herein was impleaded in the O.A. No. 304 of 2019 by order dated 05.10.2023. Applicant had filed MA No. 662/2023 seeking modification to the order dtd 21.07.2020 passed by this Hon'ble Tribunal in O.A. 304 of 2019; and raising contentions in the matter, consequent to

the order and directions of the Hon'ble Supreme Court dated 25.10.2021, in several Civil Appeals. This Hon'ble Tribunal was pleased to allow for the Applicant to be impleaded in the abovementioned OA, granted liberty to file objections/reply and eventually disposed of MA 662/2023.

3. By order dated 09.12.2021, this Hon'ble Tribunal was pleased to constitute a Joint Committee (hereinafter referred to as "Committee"), which after scientific study, submitted a report (hereinafter referred to as "Report") dated 28.02.2023 to this Hon'ble Tribunal. This Applicant seeks to submit its objections to the said Report, before any order/direction premised on this Report, is passed by this Hon'ble Court in O.A. No. 304 of 2019.

PRELIMINARY SUBMISSIONS

- 4. At the outset, it is humbly submitted that the Committee has failed to comply with the specific directions of this Hon'ble Tribunal. During preparation of the said Report, the Committee has not studied the impact of blasting in different soil strata/earth profile, which was one of the mandates envisaged on the Committee by the Hon'ble Tribunal. The Committee conducted the blasting study only in nine (9) quarries situated in nine (9) districts of the State of Kerala. It has omitted to conduct blasting study in Kannur, Malappuram, Kozhikode and Thrissur, which are the districts in the State of Kerala, where majority of the quarries are functioning. As of 2022-2023, 497 granite (building stone) quarries were functional Kerala, having different soil strata/ earth at formation/disturbances. Standard sampling with an acceptable margin of error of +/-20% requires a minimum of 23 samples to represent the data set of 497 quarries. A careful appreciation of the Report indicates it clearly that representation of the sampling locations certainly does not justify the entire scenario of Kerala.
- 5. It is apposite to state that these few quarries in number do not and cannot be taken to represent hundreds of other quarries operational in Kerala or

other states. Since any order passed by this Hon'ble Tribunal will be applicable uniformly to all the States in our country, any such study on quarries or their operations ought to be conducted nationally. Even otherwise, the Report of the Committee is not representative as the Report omits studying other districts which constitute about 1/3 of the total land area of the State; thereby defeating the core purpose of the Committee's research. The terrain and geological implementation of the recommendations arrived out of the blasting study conducted in nine out of the 497 quarries in Kerala is illegal, incomplete, and highly unreliable.

- 6. Order dtd 09.12.2021 mentioned hereinabove, mentions the entire state of Kerala which has a cumulative landmass of 38,863 sq.km. In this aspect too, the Committee's Report falls short of a complete evaluation of the situation as it exists, since the study was not conducted in four districts having a land area of 11.898 sq.km, whereby majority of granite quarries are operational. At the very least, to study the impact of blasting in quarries having different soil strata/earth profile, terrain and geological formation/disturbances, a concerted attempted ought to have been made to conduct blasting study in three quarries of each district. The recommendation of distance criteria by conducting a study in just nine quarries in a state is, by no means, a reasonable method of fixation of a criterion to be implemented throughout the territory of India.
- 7. In fact, even vide its Report, the Committee avers that the impact of blasting in different area depend on the nature and characteristics of each land. Despite noting the relevance of selecting diverse sites for an in-depth evaluation of different geotechnical profiles, the same has not been done. Expert study was conducted only at 9 stone quarries each in 3 zones which is the northern, central, and southern zones of Kerala as mentioned in the Report. There are no such authorized distinct geographical zones made by any authority regarding different soil strata / earth profile. The selection of

site and limiting it to nine quarries was arbitrary and illegal. Therefore, the report of the Joint Committee is arbitrary, unreasonable, and unreliable since the Report lacks findings of blast study in different areas and the Report does not provide any impression on the impact of the blasting study in different soil strata/ earth profile.

8. The online survey regarding stone quarries in Kerala conducted by the Joint Committee was open for public response by online from 09-08-2022 to 26-08-2022 and a total of 6734 responses were recorded. Out of the total responses (6734) received, 65.3 % of the participants were living near stone quarries. But 74.7% of the responses indicated that they have no grievances related to stone quarries. Hence, this crucial fact that majority of the public had no grievance against stone quarries has not been considered in the final recommendation of the Committee while increasing the existing statutory safety distance from 50M to 150M arbitrarily. When the recommendation is opposed to the statutory rule in force in Kerala, the Committee ought to have given cogent evidence, technical details and reasons which was evidently not done.

SUBMISSIONS ON MERITS

9. That the Committee has monitored Peak Particle Velocity (PPV) caused by the blasting and described PPV as a 'good index of damage to structure due to vibration'. The Report expressly states that maximum permissible value of PPV in blasting more than 25 hertz is 15 mm/s for domestic houses/ structures; a standard fixed as per Technical Circular No. 7 of 1997 issued by the DGMS, which is the standard approved and published by Government of India after several field studies, which is also the approved National Standard (Ref: Pg 33 of the Report). Considering this value, it is interesting to note that not even in one blasting trial conducted by the Committee, PPV was exceeding the permissible value of 15mm/s. As per the standards fixed by DGMS, the maximum safe value for historically

important or sensitive structures is 10mm/sec and whereas all structures near the mines, where the studies were conducted falls in the category of domestic houses/structures, the category in which the permissible value is up to 15mm/s as earlier mentioned. The number of holes and total explosive charges were increased because of the human response received by the Committee, wherein some of the people claiming to live near quarries vicinity of quarries exaggerated without any basis like damage to building or injury to humans etc., that the normal practice of blasting by the mine management had a bigger size (higher intensity) than the blasting conducted on the experimental day. Therefore, the experiments were designed in a way to study the influence even under the worst scenario. The Committee had, in fact, conducted blasting study in the peak level and even then, the values of PPV were within the desirable limit. The Committee too, in its report had stated that the value of vibration in all the blasting trials were within the safe levels as per DGMS ground vibration standards.

10. However, without any prior deliberation with the parties likely to be affected, the Committee without any authority, considering the human response at different quarries arbitrarily fixed the PPV Value of 5 mm/s as the safe level. It is pertinent to mention here that the Committee is vested with no such powers to modify a standard fixed by the Government of India after a detailed study and due deliberations with all stakeholders. The standard fixed by the central government remains final and conclusive and it cannot be overlooked, on the sole basis of vocal opinions of a few individuals. The Committee without any authority or material has altered the vibration value fixed by the DG MS, Govt. of India and the same is illegal. At best, the Committee conducting blasting study at the peak level (as the was the case scenario) to evaluate the impact of blasting, can consider the human response but not alter the vibration value based on this

response alone. Said alteration goes against the mandate of the Committee itself.

- 11.It is significant to mention here that there is no approved national standard for human response index. Human response is an emotional factor as per perception to any activity or circumstances by individuals and this perception will vary from person to person and this cannot be standardized. Hence the substantial reduction of the permissible PPV limit from 15 mm/sec. to 5mm/sec. is against the officially recognized standard and therefore illegal. The recommendation to fix the distance from blasting zone as 150 meters after limiting the vibration value to 5 mm/s is in the circumstances vitiated by illegality and is arbitrary and unreasonable, it is respectfully submitted.
- 12.It is of paramount importance to note that the other impacts of blasting which is the air over pressure and fly rock are safe within the distance of 50 meters in all the blasting study conducted by the Committee. To this regard, the observations made in the Report on fly rocks is that out of 91 blasting rounds, only in 2 cases there were fly rocks which was again limited up to 25 M, that is well within the existing safe distance of 50 M statutorily fixed after a detailed study. The Air Over Pressure (AOP) values reported are also well within the permissible standards approved by Government of India. The Report also goes on to state that as per CPCB standard AOP is permissible to 140 dB and as per standards of United States Bureau of Mines it is 134 dB. The recorded AOP in the study conducted by the Committee are well within the permissible limits. The recommendation arrived at by the Committee by adopting precautionary principle rather than not relying on the values arrived by them during the blasting study, is impermissible. The scope of the Committee was to assess the general impact of granite quarrying on the environment, habitation in its neighbourhood and suggest appropriate recommendations for distance

- criteria depending on the studies. Unfortunately, the Committee while making recommendations has not considered the fact that the outcome of all the blasting trials were well within the permissible value; but instead relied on human response which is impermissible.
- 13. The Report states that it is the impact of the noise which is considered as the primary factor in suggesting 150 meters as safe for blasting. By virtue of the order notified by the Central Government under Noise Pollution (Regulation and Control) Rules 2000, published in Gazette of India, Extraordinary, Part II - Section 3(ii) vide SO 123(C) dated 14.02.2000, mining activity falls in the category of Industrial Area and the permissible day time noise level is 75 db (A). As per this Rule, any increase in ambient noise by 10 d B (A) alone shall be deemed as a violation. Hence the noise level in a quarry operation needs to be limited within 85 d B(A) for safety. However, as per the Report (Ref: Pg 36) it is mentioned that the maximum noise recorded during the operation in 50m was 74.49 dB(A) at Palakkad, in 100m was 75.05 d B (A) at Kallam and in 200m was 64. 24 d B (A) at Pathanamthitta. Referring to the said statement, 50m is near the mining operations. The Committee has failed to consider the said values while suggesting the final recommendations which is patently arbitrary and unreasonable.
- 14. It is relevant that, as a property of sound, the magnitude of sound decreases with distance, unless there is any amplifier used. Hence the value of noise recorded at greater distances than 50 metres cannot be more than value recorded within 50 meters. A careful perusal of the value of noise in the Report will reflect that, the value of noise had increased in greater distance which is evidently incorrect.
- 15. The recorded value at 50m distance is again well within the permissible limits as per Indian Standards. The same Report also acknowledges the likelihood of influence from the roads, traffic and public places

contributing to the overall ambient noise in few locations which are far away from the site of mining operations. Therefore, it may be considered that the safe noise level does not exceed beyond 50m distance from the mining location. Unlike the PPV and AOP monitoring equipment the readings from noise level monitoring equipment are manually recorded on sheets. Hence chances of human errors are high, which ought to be considered. In these circumstances, it is respectfully submitted that the procedure adopted, and the consequential study undertaken by the Committee is prone with errors and therefore, legally untenable.

- 16. The findings of the Committee regarding the impact of dust too arise out of improper appreciation of material, as it exists. It is pertinent to mention here that the Report itself states the accepted practice of dust monitoring is to record it on 24 hours average basis. But in the study conducted by the Committee, the time duration was reduced to 12 hours average. This is a deviation from the prescribed procedure of ambient air quality analysis since when time is reduced by half, the value of intensity gets doubled. Said crucial fact was ignored by the Committee and any recommendation contrary to the notified standard, is liable to be rejected.
- 17.Upon detailed analysis of the report, it is found that the highest PM 2.5 value recorded at 50m was 82. 73 μg/m3 (Ref: Pg 38 of Report). But on the table of values plotted in Pg 1092 of the same Report indicate that the maximum PM 2.5 value is just 62.10μg/m3 Whereas, the permissible value of National Ambient Air Quality Standard mentioned in Schedule VII framed under Rule 3(3 B) of The Environment Protection Rule is 60 μg/m3. There are errors that have crept in while recording the values and the Committee has ignored to consider the marginal rise in dust value, which too can be reduced with modern techniques. Moreover, the Committee in its report failed to provide cogent reasons for suggesting the

distance of 150m as safe for blasting, when even in 50 meters the value of dust was at the desirable level.

- 18.It is important to highlight that the final recommendation of the Committee fixing 150 meters as distance criteria for safe blasting, is not only illegal but also against the findings of the blast study conducted by the Committee itself. The PPV and AOP values are within the permissible limit within 50 meters. The fly rock ejections were less than 25 meters the particulate matter emissions (dust) where only up to 100 meters and the assessment of noise beyond 100 meters were admittedly influenced by extraneous noise from other sources which is noted by the Committee. However, ignoring all these considerations/values and the norms prescribed by the Government., the Committee has now recommended 150 meters as safe blasting distance criteria, which is inexplicable, since even within 50 meters all the parameters were within the permissible limit. The Report is therefore liable to be set aside. The Report is full of factual errors, and it is not reliable. For instance, a perusal of Pg 1069 would reveal the results of the blasting study related to M/s Cochin Blue Metal quarry. However, under clause 1.1 General Information, the information provided is that of M/s Parackal Granites, which is a separate unit where the blast study was conducted. Therefore, the general information pertaining to Ms Cochin Blue Metal quarry unit is missing. Such factual errors caused by nonapplication of mind and the manner of compiling the study, have vitiated the Report, apart from the other reasons mentioned hereinabove, regarding overruling of prescribed standards stipulated by the government of India.
 - 19. The Committee has recommended procedures and methods for safe blasting within 50 to 100 meters but erroneously shied away from fixing distance criteria implementing such procedures and methods within such distance and has recommended arbitrary distance without any material on record. The recommendation to maintain 150 meters in the periphery/

boundary of the quarry lease area is not reasonable for the mere reason that adopting a radial distance of 150 meter from the blasting zone in the periphery of the quarry lease, will lead to wastage of minerals and land. The Committee has not considered the optimization of minerals; rather the suggestions of the Committee will only lead to wastage of national wealth in minerals.

- 20.It is further submitted that as per Section 83 of the Kerala Land Reforms Act, 1963 no person shall be entitled to own or hold or to possess under a mortgage land in the aggregate, more than the ceiling area. Initially the legal position was that quarrying is a commercial operation involving a process of manufacture and hence quarry comes within the exemption provision of commercial site provided in Section 81(q) read with Section 2(5) of the Land Reforms Act. However, as per the Full Bench judgment of Hon'ble High Court of Kerala in Mathew K Joseph & Another Vs District Environment Impact Assessment Authority [2018 (5) KHC 487], it was held that usage of land by excavating soil or quarrying granite stones therefrom does not make the piece of land a commercial site to qualify from exemption from ceiling limit. If the distance recommendations are implemented as is, a quarry operator must have at least 90 Acres of land, which is far more than the prescribed ceiling limit and the same would result in closure of about 90% of the quarries in the State of Kerala. This will invariably lead to closure of small quarries, resulting in an astronomical rise in price of the granite stones (mandatory for most of the construction activities in the state of Kerala) and the same would have disastrous consequences.
 - 21. It is submitted that as per the land ceiling rule in Kerala, it is onerous to acquire land for mining purpose. As an illustration, if 50 meters is kept as the distance criterion for 1.68 hectares of mining lease area, then the minimum land that needs to be held is 7 acres. Therefore, if the present

- distance criterion is sustained and enforced, it would become mandatory for an entity to be in possession of 28 acres of land to satisfy the 200-metre distance criterion, which is practically impossible for a mining purpose.
- 22. That certain natural challenges are imposed by the State's unique topography. Kerala's topography is more linear than it is wide; a geographical feature that makes it difficult to adhere to the quarrying distance criteria recommended herewith. The lay of the land is such that it does not possess a widespread landmass. Aside from the geographical handicap, factors like prohibition of quarrying under the ecologically sensitive zones marked for wildlife sanctuaries (almost 20-25 in number), prohibition of quarrying on assigned lands etc. have resulted in the land available for quarrying, decidedly minimal. Resultantly, running a quarry is virtually impossible in the State which in turn, will prove to be ruinous to the industrial machinery.
- 23. Furthermore, the Committee overlooked the crucial fact that when radial distance of 150 meters from blasting zone is maintained (as has been recommended by the Committee,) even in an ideal square plot having a lease area of 15 acres (the maximum extent of land holdings under the Kerala land Reforms Act) no mining can be done.
- 24. The distance criteria for safe blasting is site specific. It can be fixed considering the nature and other factors of each Quarrying site. Fixing a general Distance criterion is not proper and it will lead to wastage of land and minerals. Mining is an engineering subject which can be safely done by implementing scientific methods. The methods by which safe blasting can be done within 50 to 100 meters are laid down in the Report but the Committee had failed to provide the appropriate recommendation as per their findings.
- 25. The present Applicant is in possession of a Letter of Intent and intends to apply for a quarrying lease based on the said letter. The Applicant is further

ready to implement the scientific methods as recommended and is ready to submit an undertaking on the same, if so directed by this Hon'ble Tribunal. Presently, there are other scientific systems and methods to control, contain or limit the spread of dust particle at the source itself, which are also scientifically designed for the purpose. Additionally, existence of various online ambient air quality equipment to regularly monitor the air quality and for real time reporting can also be employed by the Applicant if the need so arises.

26.In the said circumstances, it is most respectfully submitted that the Report filed by the Joint Committee is liable to be set aside as it is neither sustainable in law, nor in facts. The final recommendation of the Report is illegal and contrary to the findings of the blast study. Several glaring errors have occurred in the study and therefore the Report is unreliable and erroneous, and resultantly its final recommendations ought to be rejected.

Place: New Delhi

Date: 02/01/2024

Drawn and Filed by

(SMRITHI SURESH AND SREEPRIYA K)
Advocate for the Petitioner/ Applicant

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

O.A. NO. 304 OF 2019

IN THE MATTER OF:

M. Haridasan & Ors

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.... Respondents

AFFIDAVIT

I, Sri. Sreejith S. S., S/o. V. Sudhakaran, aged 41 years, Managing Partner of M/s. VSC Villaments, having its office at TC54/928, Rohini Sadanam Melamcode, Nemom P.O., Thiruvananthapuram - 695020, do hereby solemnly affirm and state as follows:

- That I am the Respondent in the above Application. I am fully conversant 1. with the facts and proceedings of the case.
- I state that the accompanying Reply has been drafted by my counsel as per my instructions, the contents of which are true and correct and the same may kindly be read as part and parcel of the present affidavit which are not reproduced herein to avoid repetition.
- That the Annexures filed with the accompanying Reply are true and 3. For VSC Villaments correct copies of the originals.

Solumnly affirmed and signed before me hy the deponent who Hay of Decem 2020 in my office at . Small

DEPONENT

VERIFICATION:

I, the abovenamed deponent do hereby verify that the contents made in Para Nos. 1 to 3 of the above affidavit are true and correct to the best of my knowledge and belief. Nothing material has been concealed therefrom.

day of December, 2023 on this ayk DEPONENT

MAZJID LANE, PUTHUKKAL ELAMAKKARA, KOCHI-682026

PROOF OF SERVICE



A Karthik <aor@aklawoffice.in>

Service of Reply to Report in Original Application No. 304/2019 [M. Haridasan vs. State of Kerala & Ors.]

A Karthik <aor@aklawoffice.in>

2 January 2024 at 09:08

To: nishtha@nklaw.co.in, 56chamber@gmail.com, Nishe Shonker <nrshonker@gmail.com>, Jogy Scaria <advjogy@gmail.com>, Salvador Rebello <rebello.salvador@gmail.com>, rengimint@hotmail.com, advnandini@rediffmail.com, abhijeet@shrivastavalaw.com, "Abhilash M.R." <2abhilashmr@gmail.com>

Dear all,

Please find attached copies of the Reply on behalf of Petitioners/Applicants to the Report in the above-captioned matter.

Thank you.

Regards,

A. Karthik

Advocate-on-Record, Supreme Court of India

B - 242, LGF, B Block,

Greater Kailash - I, New Delhi - 110 048

Mobile: +91-8447364669

Please spare a thought for the environment. Print this mail only if necessary.

3 attachments

Madhulal MG Reply.pdf

Plakkattu Granite Industries reply to report .pdf

VSC Vilaments reply.pdf

