



Ref: BAL/Mines/

Date: 27.01.2023

The Divisional Forest Officer,  
Cuttack Forest Division, Ghatakula,  
Nuapada, Cuttack

Sub: Proposal for non-Forestry use 64.119 ha of Sabik Kisam Forest Land as on 25.10.1980 within mining lease area of 64.463 ha for Chromite mining in Kaliapani Chromite Mines M/s Balasore Alloys Ltd in Jajpur District, Odisha: **Regarding submission of EDS reply.**

Ref : MoEF & CC (Forest Division) Letter No 1/37357/2023 dated 14<sup>th</sup> January, 2023.

Your memo no:617/5F(Forest Diversion) 17/2022 dated 25<sup>th</sup> January, 2023

Dear Sir,

With reference to above ,we are herewith submitting the information in compliance to letter from MoEF & CC (Forest Division) Letter No 1/37357/2023 dated 14<sup>th</sup> January, 2023 w.r.t our Proposal for non-Forestry use 64.119 ha of Sabik Kisam Forest Land as on 25.10.1980 within mining lease area of 64.463 ha for Chromite mining in Kaliapani Chromite Mines M/s Balasore Alloys Ltd in Jajpur District, Odisha.

With above submission, we request your good self for submission of suitable information to Ministry for onward progress of Stage-II clearance for which obliged

Thanking you with regards

Yours Sincerely

For Balasore Alloys Ltd



  
Nagendra Kumar Akula  
Managing Director

Encl as Above

CC:.

- The Principal Chief Conservator of Forest & HOFF, Odisha
- Regional Chief Conservator of Forest, Anugul, Odisha
- The Additional Chief Secretary (Forests), Department of Forest, Environment and Climate Change, Government of Odisha , Bhubaneswar, Odisha

**Status of Compliance to the Letter from MoEF & CC (Forest Division) Letter No 1/37357/2023 dated 14<sup>th</sup> January, 2023 w.r.t Proposal for non-Forestry use 64.119 ha of Sabik Kisam Forest Land as on 25.10.1980 within mining lease area of 64.463 ha for Chromite mining in Kaliapani Chromite Mines M/s Balasore Alloys Ltd in Jajpur District, Odisha**

Sl no	Observation	Compliance
i.	Updated CA scheme corresponding to Rs.7,84,25,600/- needs to be submitted by the State.	<b>Compliance:</b> Copy of revised CA Scheme corresponding to Rs.7,84,25,600/- is attached as <b>Annexure-I</b>
ii	In compliance to conditions modified by the Ministry vide letter dated 25.07.2017, stipulating the penalties as per the Guidelines issued by the Ministry pursuant to the report of the Committee constituted by the Ministry, the user agency has submitted an undertaking to comply this condition. However, as per provisions provided in the guidelines finalized by the Committee, incorporated at para 1.21 of the Handbook, no penalty has been realized by the State Government. Penalty, as prescribed in the said guidelines needs to be realized by the State and intimated to the Ministry for	Instant ML area of 64.463 ha was recorded as Non Forest land as per all valid statutory documents available since inception. However, as per MoEF & CC guidelines dated 10.3.2015 and land details available from DFO, Cuttack based on certified land schedule as per Sabik settlement received from concerned Tahsildar, M.L. area of 64.463 ha includes 64.119 ha Forest Land and 0.344 ha road. In pursuant to MoEF & CC guideline No. 8-78/1996-FC (pt) dated 10.3.2015 and subsequent Circular dated 30.3.2015 issued by Govt. of Odisha, SPCB Odisha vide letter No 3043 dated 18.02.2016 informed that due to absence of Forest clearance mining operation beyond 09.03.2016 was not allowed. In the meanwhile, Hon'ble Orissa High Court vide its Interim order dated 04.03.2016 in WPC 4157/2016 granted order for maintaining status quo on mining operation.

	<p>further necessary action in the matter.</p>	<p>As per MoEF &amp; CC Guidelines dated 09.03.2016 time period extended up to 30.09.2016 for obtaining forest clearance and accordingly SPCB issued a letter No 4346 dated 11.03.2016 allowed to continue mining operation till 30.09.2016 and issued CTO thereof. Thereafter, as per Orissa High Court order dated 28.09.2016, status quo on mining operation continued till 01.11.2016 and accordingly SPCB issued CTO up to 01.11.2016. MOEF &amp; CC Govt. of India vide guideline dated 30.09.2016 extended time again up to 31.12.2016 and CTO was extended by SPCB till 31.12.2016.</p> <p>As per interim order dated 16.1.2017 order of Hon'ble Orissa High Court dated 20.12.2016 again extended till next date of hearing. Mining Operation was going on as per directive of the Hon'ble Odisha High Court till next date of listing. (copies of High court orders attached as <b>Annexure-IIA</b>). Thereafter, no date has been listed after 16.1.2017 by Hon'ble High Court of Odisha till a date.</p> <p>However, due to financial constraint operation and impact of COVID-19 mining operation has been stopped at Kaliapani Chromite Mines (ML area 64.463 ha) at Kaliapani, Tahsil-Sukinda, Dist.-Jajpur since 17<sup>th</sup> November, 2020 and Deputy Director Mines also suspend the mining operation due to lack of Stage-II clearance since 06.06.2022.</p> <p>In the meantime Govt. of India, MoEF &amp; CC (FC Division) has accorded Stage-I approval for the</p>
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		<p>diversion of 64.119 ha of Sabik kissam forest land as on 25.10.1980 within mining lease area of 64.463 ha for Chromite Mining in our Kaliapani Chromite Mines, at Kaliapani, Dist. Jajpur, Odisha on dated 18<sup>th</sup> Novmber,2016 with stipulated conditions (ix)-The user agency shall pay NPV at the rate 20 per cent for each year since the violation of Forest (Conservation) Act,1980 has commenced &amp; (x)- The user agency shall raise penal CA equivalent to the land utilized in violation of the provision of Forest (Conservation), Act, 1980.</p> <p>However these conditions have been deleted as per recommendation of Forest Advisory Committee (FAC) as per the meeting held on 25.4.2017 and acceptance of same by Competent authority and following condition are included <b>(i) . A committee under that chairmanship of Sh. Tejnder Singh PCCF, Regional Office, Bhopal with members Sh. Kanwarjeet Singh, APCCF, RO Nagpur, Sh Reddy APCCP RO Chennai, Sh Sanjay Desmukh Member EAC and Sh Deepak Kumar Sinha IG(FC) MoEF&amp; CC is formed to decide a policy frame work and quantum of penalty to be imposed in deliberate and unavoidable violations of provision of FCA 1980.&amp; (ii) . Since the user agency has violated the provision of FC Act and Rules made thereof, the quantum of penalty shall be imposed and realized as per the</b></p>
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		<p>recommendations of the committee, constituted for this purpose by FAC and accepted by the competent authority in the ministry as per letter from MoEF &amp; CC vide no F.No8-14/2016-FC dated 25<sup>th</sup> July, 2017. (copy of letter attached as <b>Annexure-III</b>)</p> <p>The committee was constituted as per recommendation of FAC and committee submitted its recommendation to the Ministry on 15.05.2017 and same was discussed in the Ministry and final recommendation of the committee was placed before FAC dated 26.10.2017, which was accepted by the FAC. Accordingly Ministry has decided to adopt guidelines while imposing penalty in various cases, on recommendation of FAC/REC after due deliberation in its meeting, for use of Forest land for Non forestry purposes in violation of the provisions of the F.C. Act,1980 as per the guideline vide no F.No11-42/2017-Fc 21<sup>st</sup> January,2018 (copy of guideline attached as <b>Annexure-IV</b>). As per the guideline our project fall under <b><i>Case-3.E In cases where “Forest Land” has been changed to “non forest land” in government records: If the violation is not attributable to the user agency, no penalty shall be imposed.</i></b></p>
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		<p>The provisions provided in the guidelines finalized by the Committee, incorporated at para 1.21 of the handbook, states inter alia "If the violation is not attributable to the user agency, no penalty shall be imposed." As such no penalty is attributable for our project.</p>
iii	<p>From the perusal of scheme submitted along with the compliance for fencing, protection and regeneration of safety zone afforestation, it can be ascertained that safety zone has been proposed along the outer boundary of the mining lease which is not permitted as per the relevant guidelines issued by the Ministry on 27.05.2015, therefore, a justification for the same may be furnished by the State and the user agency may be directed to maintain the safety zone along the inner boundary of the mining lease i.e. within the mining lease area and compliance of the same may be reported along with the following:</p> <p style="padding-left: 40px;">a. KML/Shape file, conspicuously depicting the forest</p>	<p>Our Mines is located within cluster of mines such as lease of Sukinda Chromite Mines of M/s IMFA on the Eastern side, Jindal Chromite Mines of M/s Jindal Stainless Ltd (JSL) on western side, in south side Ispat Sukinda Chromite Mine of M/s Balasore Alloys Ltd exists respectively. As the project is located within cluster as per Para 4.7 (ii) of guidelines of FC Act, 1980 safety zone has been maintained in North side of ML area over 0.17 ha as provision of Safety Zone, in other three sides is not visualized in view of above in this mine.</p> <p style="padding-left: 40px;">a. KML file depicting the forest area located in the safety zone of 7.5 strip all along the inner boundary of the mining lease is attached as <b>Annexure V</b>.</p> <p style="padding-left: 40px;">b. KML/shape file of the degraded forest area, 1.5 times the safety zone area, identified for raising afforestation is attached as <b>Annexure VI</b>.</p>

	<p>area located in the safety zone of 7.5 strip all along the inner boundary of the mining lease.</p> <p>b. KML/shape file of the degraded forest area, 1.5 times the safety zone area, identified for raising afforestation, if applicable.</p>	
iv	<p>Undertaking in respect of condition no. (xv) has been submitted stating that no labour camp shall be established on the forest land. Revised undertaking needs to be obtained from the user agency stating that no labour camp shall be established on the forest land.</p>	<p>Revised Undertaking stating that no labour camp shall be established on the forest land attached as <b>Annexure-VII</b>.</p>
v	<p>In addition to conditions stipulated in the Stage-I approval, the State Government has also stipulated additional conditions of preparation of a</p>	<p>It is pertinent to inform that Site Specific Conservation Plan has been prepared in compliance to condition-22 of the ToR vide No J-11015/139/2012-IA.II(M) dated 11th October, 2012 (copy attached <b>Annexure-VIII</b>) issued for preparation of EIA/EMP w.r.t. the proposal of</p>

	<p>Site-Specific Wildlife Management Plan. An amount of Rs.1,89,36,000.00 towards the cost of implementation of Site-Specific wildlife Management Plan has also been deposited by the user agency. The Ministry vide its guidelines dated 8.10.2014 has restrained the State/UT Government to stipulate additional conditions, other than conditions stipulated in the Stage-I approval, without the prior approval of the Central Government. A justification may, therefore, needs to be furnished by the State for not complying the provisions of the guidelines issued by the Ministry</p>	<p>environmental clearance (copy attached as <b>Annexure- IX</b>) for enhancement in production capacity from 0.42 MTPA to 0.6 MTPA and change in technology from opencast to opencast and underground and Condition No. xxviii of environmental clearance vide no J-11015/139/2012-IA.II(M)dated 22nd August,2014. An amount of Rs.1,89,36,000.00 also been deposited by the user agency towards the cost of implementation of Site Specific Wildlife Management Plan. It is therefore to be construed as not an additional condition stipulated by State Government against Stage-I conditions rather compliance against Environmental Condition compliances.</p>
vi	<p>Stage-I compliance report has been submitted after lapse of a period of more than 6 years; valid and cogent justification for delay needs to be submitted by the State for the aforesaid lapse of more than six years. The State Government may also revisit the various project parameters</p>	<p>In compliance, this is to inform that the Govt. of India, MoEF &amp; CC (FC Division) has accorded Stage-I approval for the diversion of 64.119 ha of Sabik kissam forest land as on 25.10.1980 within mining lease area of 64.463 ha for Chromite Mining in our Kaliapani Chromite Mines, at Kaliapani, Dist.-Jajpur, Odisha on dated 18th November,2016. The conditions stipulated in the said order are being complied except condition iv &amp; v which relates to transfer and mutation of the</p>

	<p>considered at the time of grant of Stage-I approval viz. number of project affected trees, suitability of CA land, etc. and accordingly, intimate the change in any the parameters, if any, to the Ministry.</p>	<p>identified non forest land in the name of State Forest Department &amp; notification of the said land by the State Govt as Reserved Forest ( RF) as per the Indian Forest Act. Due to pendency of the Court case before the Hon'ble High Court of Orissa in W.P.(C) No.21209/2017, regarding payment of land premium in respect of the identified land for the purpose of the compensatory afforestation, the huge amount as claimed by the State Govt towards such land premium ( cost of the land) could not be deposited by the user agency, which is still sub-judice. Mean-while financial crisis arising from the recession in the market followed by flood &amp; Covid -19 pandemic. In the mid of 2019, heavy rains and a surge in Odisha led to a situation beyond the control of the User Agency/ Balasore Alloys Ltd and said conditions remain non complied for an extended period due to non-payment of land premium . Since then, User Agency/ Balasore Alloys Ltd's business has suffered drastically and could not make payments for the power supply, consequently, the DISCOM/ NESCO (Now TPNODL/Tata Power) went on disconnecting the power supply at Balasore Alloys Ltd's ferroalloys Plant on frequent intervals and forced to shut down its operations at plant and mines as the mines is a captive one and all the revenue streams of organization were blocked</p> <p>However after coming out of final crisis said land premium was deposited by the User Agency with</p>
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		<p>the State Department during July and September, 2022 and the total identified land has been transferred and mutated in the name of State Forest Department, so also the same has already been notified as RF by the State Govt. in respect of the non forest land of 64.349 ha present at Raharpur village, under Dharmasala Tahsil of Jajpur District allotted for raising compensatory afforestation.</p> <p>Further due to non-extension of interim order of the Hon'ble Court to operate the mine, the mining operation was suspended, which also led to financial crisis to Balasore Alloys Ltd and there caused the delay to comply the Stage-I conditions. Till date mine operation is suspension due to lack of Stage-II clearance causing acute financial crisis.</p> <p>The ML area of 64.463 ha already been broken up after commencement of mining operation since 2000 September-2000 over 64.463 ha ML area as recorded as Non forest land in all valid statutory documents available since inception. Only 242 nos of sound trees are found during enumeration.</p> <p>Moreover CA land was revisited and revised as per present guideline w.r.t letter from Conservator of Forest (Nodal), Odisha Memo No 17224 date 05.09.2022 . The same land is found to be suitable for development of Compensatory Afforestation.</p>
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Scheme for Compensatory  
Afforestation over an area of  
Ac.158.02 (63.949 ha.) Govt.  
Non-Forest land identified in  
village RAHADPUR under DHARMASALA TEHSIL

of Jajpur District under Cuttack Forest Division against  
proposal for *diversion of 64.119 ha* forest land for

Kaliapani Chromite Mines M/S BALASORE ALLOYS LTD.

Divisional Forest Officer  
Cuttack Forest Division



**SCHEME FOR COMPENSATORY AFFORESTATION AGAINST PROPOSED DIVERSION OF 64.119 HECTARE FOREST LAND IN MINING LEASE AREA OF KALIAPANI CHROMITE MINES.**

**1. Introduction:**

A mining lease over 64.463 hectares for Chromite was granted to M/s Balasore Alloys Ltd by the Government of Odisha, Department of Steel and Mines vide order no 5279/SM dated 22-5-2000 and lease has been executed on 15-07-2000 for 30 years w.e.f. 17-07-2000 over an area of 64.463 ha. Mining Lease area does not involves any Forest land. Subsequently it has been noticed by the authorities that the part of lease area (64.119ha) was classified as Forest kissam as on 25.10.1980 and it is required to obtain approval from Govt. of India under Provisions of The Forest (Conservation) Act, 1980. The User Agency has filed application for diversion of entire Forest land 64.119 ha coming within ML area i.e. 64.463 ha. Equivalent quantum of Govt. Non- Forest land against the forest land so involved excluding safety zone measuring 0.17 ha has been Identified by the user agency for raising Compensatory Afforestation as required by statutory provisions of Forest (Conservation) Act 1980.

**2. Location of Non Forest Land Selected:**

The required non- Forest land has been identified at village: Rahadpur, Tahasil: Dharmasala, District: Jajpur. The selected land has been allotted by the Collector, Jajpur District vide his letter No.1615 dated 04.04.2016. The detail land schedule is given below.

Table No-1

Sl. No	Khata No	Plot No	Area (in Acre) as per RoR	Name of Tenants	Klsam	Area found suitable for Compensatory Afforestation. (in Acre)(After Joint Verification)
1	2	3	4	5	6	7
1	235	1	529.75	AAA	Parbat	158.02
TOTAL AREA			529.75			158.02
						or 63.949 hectare

NB: AAA (Abada Ajogya Anabadi)

The land allotted for Compensatory Afforestation against proposed diversion of Forest Land at Kallapani Chromite Mines is about 50 km distance from the project site and comes under Dalijora Range of Cuttack Division. The Mining



Project as well as the Compensatory Afforestation land so identified is in the same district.

### 3. Approach to the Site:

The site is approachable by Paradeep-Daitary Express High Way. It is situated at a distance of 30 kms from Chandikhol in Northern direction (Chandikhol-Kalinganagar direction) west from Barada Chhak. It comes under Survey of India Topo Sheet no 73L/1 (F45U1).

The GPS Co-ordinate of cardinal points of the area is as given at **Table no-2**

Table No-2

CO-ORDINATES OF C.A.LAND PILLARS		
PILLAR NO	LONGITUDE	LATITUDE
1	E086°01'21.35"	N20°45'46.80"
2	E086°01'25.04"	N20°45'53.58"
3	E086°01'32.69"	N20°45'54.21"
4	E086°01'35.37"	N20°46'04.26"
5	E086°01'31.83"	N20°46'06.43"
6	E086°01'32.26"	N20°46'08.32"
7	E086°01'34.52"	N20°46'07.87"
8	E086°01'36.40"	N20°46'09.34"
9	E086°01'42.36"	N20°46'22.89"
10	E086°01'44.58"	N20°46'25.13"
11	E086°01'45.38"	N20°46'25.51"
12	E086°01'45.84"	N20°46'26.90"
13	E086°01'45.51"	N20°46'30.42"
14	E086°01'44.05"	N20°46'31.67"
15	E086°01'43.71"	N20°46'32.95"
16	E086°01'43.56"	N20°46'34.59"
17	E086°01'30.55"	N20°46'42.07"
18	E086°01'29.18"	N20°46'40.45"
19	E086°01'24.98"	N20°46'35.76"
20	E086°01'22.97"	N20°46'33.24"
21	E086°01'20.69"	N20°46'30.21"
22	E086°01'24.31"	N20°46'18.49"
23	E086°01'25.88"	N20°46'13.32"
24	E086°01'27.95"	N20°46'09.96"
25	E086°01'28.17"	N20°46'07.93"
26	E086°01'27.86"	N20°46'05.39"
27	E086°01'26.96"	N20°46'03.80"
28	E086°01'24.95"	N20°46'01.33"
29	E086°01'24.08"	N20°46'00.62"
30	E086°01'22.70"	N20°45'59.36"
31	E086°01'21.33"	N20°45'58.13"

32	E086°01'18.03"	N20°45'54.75"
33	E086°01'16.01"	N20°45'52.54"
34	E086°01'14.80"	N20°45'51.19"

#### 4. Topography:

The selected site is partly rocky/hilly a no of seasonal nallas also exists. There is a MIP project on southern side and the selected site is coming within its catchment. The land is partly plain with gentle slope and partly with moderate slope.

##### 4.1 Soil:

The soil is loamy and partly Black cotton soil. The soil depth is good to sustain vegetation at higher succession stage. Some portion of the land contains Rocky and morrum soil. In some portion the hills having more than 30% slope.

##### 4.2 Climate:

The area experiences a tropical & humid climate with three distinct seasons i.e. prolonged summer, erratic rains and shorter winter. During summer the average temperature remains around 34-39°C. The highest temperature experienced in May is around 45°C, which cools down in June due to pre-monsoon rain. Annual rainfall is around 1200mm. Most of the precipitation is during July- August caused due to Cyclonic depression in Bay of Bengal. Winter is not severe and prominent. Average winter temperature remains around 18-23°C.

#### 5. Habitation.

**5.1 Population.** The Village Rahadpur is surrounded by villages namely Dankari, Rampei, Kampira. The population of these villages is as given below.

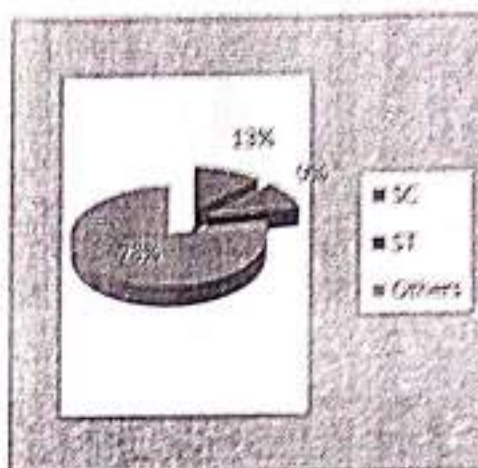
Sl No	District	Name of Village	Total Population	SC population	ST Population	Male female ratio (Per 1000 male)
1	Jajpur	Rahadpur	236	32	0	1000:1024
2		Dankari	949	130	342	
3		Rampei	670	73	41	



4	Kampra	2439	307	25	
	Total	4294	542	408	

## 5.2 Presence of VSS / Joint Forest management.

Out of four villages located surrounding Rahadpur village, No villages has been covered under Joint Forest management Programme. Hence VSS is to be constituted in all four villages in order to mobilize peoples' participation of compensatory afforestation as well as to ensure protection & management of degraded forest area.



## 5.3 Existing Vegetation.

The site bears sporadic bushy growth here and there. The species available are mostly thorny and of dry locality.

The species seen are

- i. Dyospyrus melanoxylon( Kendu)
- ii. Zyziphus mauritiana ( Jammu)
- iii. Acacia nilotica( Babul)
- iv. Clestanthus collinus(Koroda)
- v. Chloroxylon swietenia(Bheru)

## 5.4 Grazing.

The selected land encounters light to moderate biotic interference. Presence of Goat and cattle population in the vicinity villages are of good number. Grazing pressure remains throughout the year. SO measures require to be taken for better protection and survival of plantation through vegetative fencing.

## 6. Planting methods.

### 6.1 Area of Plantation.

The area to be covered under compensatory Afforestation is 63.949 ha i.e. equivalent to forest land proposed for diversion. The Topography of the area is hard soil, rocky having more than 30% slope partly. Thereafter it is proposed for taking plantation in bald hill model over 63.949 ha for better management of plantation.

#### **6.2 Plant density:**

Block plantation with a plant density @1000 per hectare will be taken up. The approved cost norm for 1000 plants per hectare (Bald Hill Mode) with 10 year maintenance will be applicable to this scheme.

#### **6.3 Survey, Demarcation & pillar posting.**

The selected land has already been surveyed, Demarcated and RCC pillars of 4ft high has been posted. At the 0<sup>th</sup> year of execution these posted pillars are to be maintained if required. The area is to be sub divided in to sub plots for easy execution. These sub plots will be along the contour.

#### **6.4 Choice of Species & Raising of Nursery.**

Considering the terrain, Soil and Plant succession stage the following species will be planted up.

- i. *Ajadiracta indica* (Neem)
- ii. *Pongamia pinnata* (Karanja)
- iii. *Emblica officinalis* (Amla)
- iv. *Cassia siamensis* (San- Chakunada)
- v. *Syzgium cumini*. (Jamu)
- vi. *Acacia nilotica*. (Babul)
- vii. *Zyziphus mauritiana* (Bar koli / Ber)
- viii. *Terminalia belerica*, (Bahada)
- ix. *Terminalia tomentosa* (Asan)

Seedlings will be raised at a temporary nursery near to water body (Rani bandha) close to the planting site from December of the 0<sup>th</sup> year.

#### **6.5 Alignment, stacking and Pitting.**

Alignment and stacking will be taken up in the month of November - December. Pits of size 45 cm x 45cm x 45cm are to be dugout with a spacing of 2.5mt x 2.5mt @1000 plants per hectare. Alignment will be made along the contour strictly.



## **6.6 Planting**

plantation will be done after first regular shower of monsoon and to be completed within a week. Before planting, pits are to be prepared with mixture of half cubic-feet of Alluvial soil & farmyard manure. Basal dose of NPK/DAP fertilizer @50gm per plant to be given. Utmost care is to be taken to apply insecticides @5gm per pit. Casualty replacement is to be taken up during 1st year of plantation just after one month of planting. Planting should be taken up on rainy/cloudy days by adopting standard techniques of planting during mid June i.e. after the onset of monsoon. 10% causality replacement is also suggested during 2nd Year.

## **Mulching**

Mulching is an operation where cut vegetative materials are placed around planted seedlings covering the soil around it. This help soil climate to considerable extent from desiccation. Mulching effect soil temperature, help condensation and prevent soil erosion and loss of soil moisture through evaporation. Further, it is to be carried out at the time 2<sup>nd</sup> weeding. Weeds which have not lowered may be pulled out from around the planted seedlings and may be used as mulches around the seedlings. Pruning of lower branches of the seedlings planted should be done in the third & subsequent years.

## **6.7 Weeding, Soil working and Application of Fertilizer.**

Post planting operation is most vital in success of any planting programme. It is proposed to carry out weeding in two phases during first year. Preferably Strip Weeding along the contour will be taken up. One weeding and soil working has to be done in second year and third year of plantation. Application of 30gms of NPK/DAP to be added to the soil per plant at the time of soil working during rains during 1st & 2nd year of plantation.

## **6.8 Application of insecticide:**

To prevent infestation of planted seedlings with diseases due to influx of insects and pests into the area, it is required to apply insecticides like Phorate at the time of planting. Foliar spraying of Insecticide may be done if badly necessary.

## **6.9 Fire line tracing and maintenance:**



Tender seedlings planted are subject to damage by ground fire. It is required to protect the plantation and forest growth from fire hazard by tracing of fire lines. Boundary of the plantation and several internal lines need to be scrapped to a width of 2mtr during February-March. The cut back materials and dry leaves along with fire lines should be separated and dumped in pits outside the plantation area.

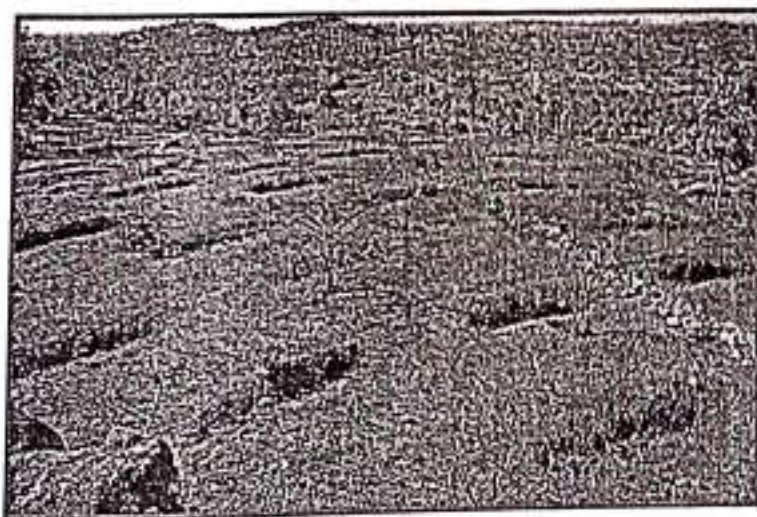
#### **6.10 Watch and ward:**

Watch and ward is necessary to protect the area from grazing, fire accident and other biotic interference. Necessary provisions have been made in the approved cost norm. Beyond 4<sup>th</sup> year watch & ward will be provided up to 10<sup>th</sup> Year including 0<sup>th</sup> year

#### **6.11 Soil & Moisture Conservation.**

In order to enhance soil moisture, check run off and arrest carrying of silt in the flow water it is required to have staggered trenches (Size 2.5 m longx0.50 m width X0.5 m Deep) along the contour. Line to line Interval is to be kept at 4m or as required considering the degree of slope of the land.

Besides the provisions available in the cost norm, as the tract is hilly and two rivulets are passing through it is suggested to have Loose Boulder Check Dam on the dry seasonal nallas to check soil erosion and saving the MIP project being silted up, situated near the site. (Depicted on the Topo sheet.)





### Plantation year/Preparatory operation (0<sup>th</sup> year)

- (i) Survey demarcation and pillar posting.
- (ii) Fencing
- (iii) Site preparation
- (iv) Digging of Pits
- (v) Soil & water conservation measures
- (vi) Raising of Nursery

### 2<sup>nd</sup> Year Operation

During the second year operation the following works will be taken up.

**(i) 1<sup>st</sup> weeding, causality replacement and application of chemical fertilizer.:-**

Weeding will be taken up during 1<sup>st</sup> week of August. Soil working with 0.5 mtr. radius will be done along with the replacement of 10% casualties and application of chemical fertilizer@50 gms per plant in crow bar holes. Precaution should be taken up for conservation of soil and water at the time of soil working.



**(ii) 2<sup>nd</sup> weeding :** 2<sup>nd</sup> weeding will be done during 1<sup>st</sup> week of October.

Mulching of the plant sides will be done for conservation of moistures.

**(iii) Fire line tracing and Control:** Fire tracing will be done during January & February like previous year.

**(iv) Watch & Ward:** Daily wage watchers to be engaged for the whole year as like previous year.

### 3<sup>rd</sup> Year Operation

- (i) Weeding, soil working & maintenance of plantation:** weeding and deep soil working will be taken up during July and August. Maintenance of fencing, SMC measure and maintenance of plantation will be done during April-March(Next year)

- (ii) **Fire line tracing and Control:** Fire tracing will be done during January & February like previous year.
- (iii) **Watch and Ward:** Daily wage watchers shall be engaged for the whole year as in previous years.

#### **4<sup>th</sup> Year Operation**

- (i) **Maintenance of plantation:** Repair and maintenance of fencing, SMC measure and maintenance of plantation with watch and ward will be taken up after April-March.
- (ii) **Fire line tracing and Control:** Fire tracing will be done during January & February like previous year.
- (iii) **Watch and Ward:** Daily wage watchers shall be engaged for the whole year as like previous years.

#### **5<sup>th</sup> Year Operation**

- (i) **Maintenance of plantation:** SMC measure and maintenance of plantation with watch and ward will be taken up after April-March.
- (ii) **Fire line tracing and Control:** Fire tracing will be done during January & February like previous year.
- (iii) **Watch and Ward:** Daily wage watchers shall be engaged for the whole year as like previous years.

#### **6<sup>th</sup> Year Operation**

- (i) **Maintenance of plantation:** SMC measure and maintenance of plantation with watch and ward will be taken up after April-March.
- (ii) **Fire line tracing and Control:** Fire tracing will be done during January & February like previous year.
- (iii) **Watch and Ward:** Daily wage watchers shall be engaged for the whole year as like previous years.

#### **7<sup>th</sup> Year Operation**

- (i) **Maintenance of plantation:** SMC measure and maintenance of plantation with watch and ward will be taken up after April-March.



- (ii) **Fire line tracing and Control:** Fire tracing will be done during January & February like previous year.
- (iii) **Watch and Ward:** Daily wage watchers shall be engaged for the whole year as like previous years.

#### **8<sup>th</sup> Year Operation**

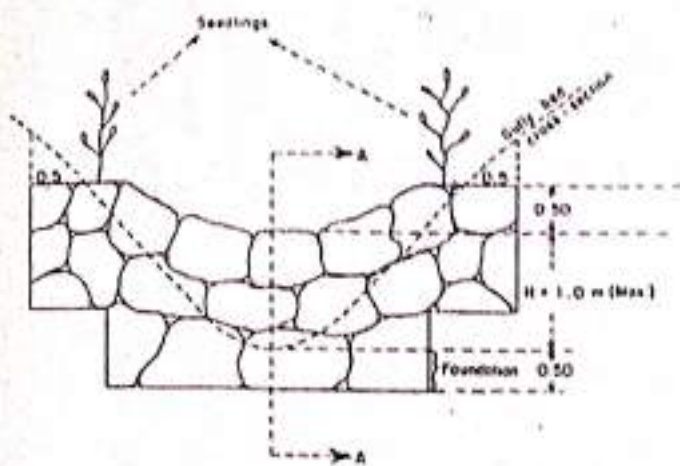
- (i) **Maintenance of plantation:** SMC measure and maintenance of plantation with watch and ward will be taken up after April-March.
- (ii) **Fire line tracing and Control:** Fire tracing will be done during January & February like previous year.
- (iii) **Watch and Ward:** Daily wage watchers shall be engaged for the whole year as like previous years.

#### **9<sup>th</sup> Year Operation**

- (i) **Maintenance of plantation:** SMC measure and maintenance of plantation with watch and ward will be taken up after April-March.
- (ii) **Fire line tracing and Control:** Fire tracing will be done during January & February like previous year.
- (iii) **Watch and Ward:** Daily wage watchers shall be engaged for the whole year as like previous years.

#### **10<sup>th</sup> Year Operation**

- (i) **Maintenance of plantation:** SMC measure and maintenance of plantation with watch and ward will be taken up after April-March.
- (ii) **Fire line tracing and Control:** Fire tracing will be done during January & February like previous year.
- (iii) **Watch and Ward:** Daily wage watchers shall be engaged for the whole year as like previous years.



### 8. Monitoring and Execution

The Scheme will be executed by the Forest department and shall be monitored from time to time by responsible officers including DFO, Nursery, Plantation journal and other relevant documents shall be maintained as per the provision of the plantation manual. The area after mutation in favour of Forest Department will be declared as Protected Forest.

### 9. Total Cost of the Project.

The total cost of the project will be **Rs.7, 67,43,916.00 (Rupees Seven Crore Sixty-Seven Lakh Forty-Three Thousand Nine Hundred Sixteen) only** as detailed furnished here with which will be deposited after due approval of the Scheme.

  
Divisional Forest Officer  
Cuttack Forest Division




Financial Outlay for **Compensatory Afforestation Scheme** over an area of **63.949 ha of Non-Forest land** identified in village **Rahadpur** under **Dharmasala Tahasil** in **Cuttack Forest Division** in lieu of forest land to be diverted for **Kaliapani Chromite Mines** of **M/s Balasore Alloys Ltd.** as per approved **One-time Cost Norm**

Sl. No.	Description	Amount (Rs.)
1.	Cost of Block Plantation without provision of fencing @ 1000 seedlings per ha with 18 months old seedlings over 63.949 ha @ Rs.2,46,454/- per ha with 10 years maintenance	1,57,60,487.00
2.	Cost of SMC activities like staggered trenches, percolation pits, contour trench, graded earthen bund, LBCD, wire mesh LBCD, Sub-Surface Dyke and WHS as per the slope and site requirement @ Rs.37,415.00 per ha over 63.949 ha with 5 years maintenance	23,92,652.00
3.	Cost of chain link wire mess fencing over 63.949 ha @ Rs.4,40,299/- per ha / 250 mt. with 10 years maintenance	2,81,56,681.00
4.	Watering Diesel Pump Set fitted with borewell over 63.949 ha @ Rs.5,02,209/- per ha	3,21,15,763.00
	<b>Grand Total</b>	<b>7,84,25,583.00</b> <b>or rounded off to</b> <b>7,84,25,600.00</b>

(Rupees SevenCrore eighty four lakhs twenty five thousand and six hundred) only

Approved

  
Principal Chief Conservator of Forests  
Forest Diversion & Nodal Officer, FC Act

Principal Chief Conservator of Forests  
(Forest Diversion & Nodal Officer FC Act)  
O/o. the P.C.C.F Odisha, Bhubaneswar

**Total Project Cost for Compensatory Afforestation Plantation in land over 63.949 ha in Village Rahadpur.**

Sl No.	Item of Work	Estimated cost in (Rs.)
1	Block Plantation (1000 Plants/ Ha.) over 63.949 Ha @ <u>2,47,719/Ha</u> <sup>2,46,454.00</sup>	Rs. <u>1,58,41,382.33</u> <sup>1,57,60,487.00</sup>
2	Matrix for Fencing Model-F-II (Iron angel with Chain link wire mesh) over 63.949 Ha @ <u>4,19,388/Ha</u> <sup>4,40,299.00</sup>	Rs. <u>2,68,19,443.21</u> <sup>2,81,56,681.00</sup>
3	Soil Moisture Conservation cost over 63.949 Ha @ <u>35,634/Ha</u> <sup>37,415.00</sup>	Rs. <u>22,78,758.66</u> <sup>23,98,652.00</sup>
4	Watering Model-II (Diesel Pump set Fitted with Bore well) over 63.949 Ha @ <u>4,97,339/Ha</u> <sup>5,02,209/-</sup>	Rs. <u>3,18,04,331.71</u> <sup>3,21,15,762.00</sup>
	<u>7,84,25,583.00</u> or <u>7,84,25,600.00</u> Grand Total	Rs. <u>7,67,43,915.91</u> Or Rs. <u>7,67,43,916.00</u>

**Rupees Seven Crore Sixty-Seven Lakh Forty-Three Thousand Nine Hundred Sixteen) Only**

  
**DIVISIONAL FOREST OFFICER**  
**CUTTACK FOREST DIVISION**

**Total Project Cost for Compensatory Afforestation Plantation in land over 63.949 ha in Village Rahadpur.**

Sl No.	Item of Work	Estimated cost in (Rs.)
1	Block Plantation (1000 Plants/ Ha.) over 63.949 Ha @2,47,719/Ha	Rs.1,58,41,382.33
2	Matrix for Fencing Model-F-II (Iron angel with Chain link wire mesh) over 63.949 Ha @4,19,388/Ha	Rs.2,68,19,443.21
3	Soil Moisture Conservation cost over 63.949 Ha @35,634/Ha	Rs.22,78,758.66
4	Watering Model-II (Diesel Pump set Fitted with Bore well) over 63.949 Ha @4,97,339/ Ha	Rs.3,18,04,331.71
	<b>Grand Total</b>	Rs.7,67,43,915.91 Or Rs.7,67,43,916.00

(Rupees Seven Crore Sixty-Seven Lakh Forty-Three Thousand Nine Hundred Sixteen) Only

  
**DIVISIONAL FOREST OFFICER**  
**CUTTACK FOREST DIVISION**



**BASE COST NORM FOR AFFORESTATION (AR PLANTATION) @1000 PLANTS PER HECTARE**

1. MODEL	BLOCK
2. NO. OF PLANTS PER HA.	1,000
3. TOTAL AREA TO BE PLANTED(In HA.)	63,949
4. SPACING TO BE ADOPTED	2.5M X 2.5M
5. TOTAL NOS. OF PLANTS TO BE PLANTED	63,949
6. Wage Rate [Per MD]	333.00

SL. No.	Item of Works	Period of execution	Mandays	Labour Cost @ Rs.333/-	Material Cost	Total in Rs.
1	2	3	4	5	6	7
<b>Pre-Planting Operation (0<sup>th</sup> Year)</b>						
1	Survey, Demarcation and Pillar Posting	Nov/Dec	2	666.00	0	666.00
2	Preparation of Treatment Map (Digital Map)	Nov/Dec	1	333.00	100	433.00
3	Site preparation (Cleaning & removal of debris)	Nov/Dec	12	3,996.00	0	3,996.00
4	Creation of 4.00 mt wide Inspection Path	Feb/Mar	1	333.00	0	333.00
5	Alignment and stacking of pits	Feb/Mar	1	333.00	0	333.00
6	Digging of pits (45 cm x 45 cm x 45 cm) in hard & gravelly soil	Feb/Mar	40	13,320.00	0	13,320.00
7	Construction of Temporary Labour Shed, Drinking water facility and First Aid etc.	Jan/Mar	0	0.00	3500	3,500.00
	<b>Total:-</b>		<b>57</b>	<b>18,981.00</b>	<b>3,600.00</b>	<b>22,581.00</b>
<b>1st Year/ Planting Year</b>						
1	Refilling of pits by altering the dugout soil of the pits, application of Organic compounds/ CDM/ FYM & mixing the same properly.	Jun/July	7.5	2,497.50	5,000.00	7,497.50
2	Transportation of 18 months old polyplot seedlings in hired truck/ tractor from the Permanent/ Mega nursery to planting site including loading & unloading (Average lead of 10 Rkm) & stacking the seedlings @ Rs.6/- per Seedling (1100 nos.)	July/Aug	0	0.00	6,600.00	6,600.00
3	Watering the polyplot seedlings at planting site	July/Aug	2	666.00	0.00	666.00
4	Conveyance of polyplot seedlings on head load from the stacking site to individual dug out pits within the planting site, applying insecticide, fertilizers & planting after scooping the soil with other applied materials & pressing the soil properly around the planted seedlings.	July/Aug	22.5	7,492.50	0.00	7,492.50
5	<u>Cost of Fertilizer &amp; Insecticide:-</u> (a) NPK / Bio-fertilizer @50 gms/ plant as basal dose = 50 kg @ Rs.30/- per kg = Rs1500.00 (b) Urea/ Vermicompost/ Mo Khata/ any other fertilizer in two subsequent doses @ Rs.750.00 (c) Insecticide/ Bio-pesticide @ 5 gms/ plant = 5 kg @ Rs/150/- per kg = Rs 750.00	July/Aug	0	0.00	3,000.00	3,000.00

Sl. No.	Item of Works	Period of execution	Mandays	Labour Cost @ Rs.333/-	Material Cost	Total in Rs.
1	2	3	4	5	6	7
6	Casualty Replacement @ 10% (100 nos.)	July/Aug	2.5	832.50	0.00	832.50
7	1st Weeding & Manuring	Aug/Sept	12	3,996.00	0.00	3,996.00
8	2nd Weeding, Soil working (1mt Diameter around the plants) and Manuring	Oct/Nov	15	4,995.00	0.00	4,995.00
9	Fire line tracing (2 m. wide fire line over 400 m. long) including maintenance of inspection path.	Feb/Mar	3	999.00	0.00	999.00
10	Watch & Ward including watering as per requirement.	Aug-Mar	12	3,996.00	0.00	3,996.00
	<b>Total:-</b>		<b>76.5</b>	<b>25474.5</b>	<b>14600</b>	<b>40,074.50</b>
<b>2nd Year Maintenance</b>						
1	Transportation of 100 seedlings from Nursery to plantation site including loading, unloading & conveyance by Tractor @ Rs 6/- per seedling	Jul	0	0.00	600.00	600.00
2	Casualty Replacement @ 10%	Jul	2.5	832.50	0.00	832.50
3	<u>Cost of Fertilizer &amp; Insecticides:-</u> (a) Cost of Insecticide/ Bio-pesticide @ 5 gms/ plant = 0.5 kg @ Rs 150/- per kg = Rs. 75/- (b) Urea/ NPK/ Bio-fertilizer/ Vermicompost/ Mo Khata/ any other fertilizer @ Rs 2800/-	Aug/Sept	0	0.00	2,875.00	2,875.00
4	Weeding (Complete weeding), Manuring & Soil working (1mt. Diameter around the plants).	Sept/Oct	15	4,995.00	0.00	4,995.00
5	Fire line tracing (2 m. wide fire line over 400 m. long) including maintenance of inspection path.	Feb/Mar	3	999.00	0.00	999.00
6	Watch & Ward including watering as per requirement.	Apr-Mar	18	5,994.00	0.00	5,994.00
7	Maintenance of Temporary Labour Shed, Drinking water facility and First Aid etc.				1,000.00	1,000.00
	<b>Total:-</b>		<b>38.5</b>	<b>12820.5</b>	<b>4,475.00</b>	<b>17295.5</b>
<b>3rd Year Maintenance</b>						
1	Cost of fertilizer (Urea/ NPK/ Bio-fertilizer/ Vermicompost/ Mo Khata/ any other fertilizer)	Sept/Oct	0	0.00	2,800.00	2,800.00
2	Weeding , Manuring & Soil working (1mt. Diameter around the plants)	Sept/Oct	15	4,995.00	0.00	4,995.00
3	Fire line tracing (2 m. wide fire line over 400 m. long) including maintenance of inspection path.	Feb/Mar	3	999.00	0.00	999.00
4	Watch & Ward including watering as per requirement.	Apr-Mar	18	5,994.00	0.00	5,994.00
5	Maintenance of Temporary Labour Shed, Drinking water facility and First Aid etc.	Apr-Mar			1,000.00	1,000.00
	<b>Total:-</b>		<b>36</b>	<b>11,988.00</b>	<b>3,800.00</b>	<b>15,788.00</b>



Sl. No.	Item of Works	Period of execution	Manudays	Labour Cost @ Rs.333/-	Material Cost	Total in Rs.
1	2	3	4	5	6	7
<b>4th Year Maintenance</b>						
1	Fire line tracing (2 m. wide fire line over 400 m. long) including maintenance of inspection path	Feb-Mar	3	999.00	0.00	999.00
2	Watch & Ward including maintenance of fencing	Apr-Mar	18	5,994.00	0.00	5,994.00
	<b>Total:-</b>		<b>21</b>	<b>6,993.00</b>	<b>0</b>	<b>6,993.00</b>
<b>5th Year Maintenance</b>						
1	Fire line tracing (2 m. wide fire line over 400 m. length) including maintenance of inspection path	Feb-Mar	3	999.00	0.00	999.00
2	Watch & Ward including maintenance of fencing	Apr-Mar	18	5,994.00	0.00	5,994.00
	<b>Total:-</b>		<b>21</b>	<b>6,993.00</b>	<b>0</b>	<b>6,993.00</b>
<b>6th Year Maintenance</b>						
1	Fire line tracing (2 m. wide fire line over 400 m. length) including maintenance of inspection path	Feb-Mar	3	999.00	0.00	999.00
2	Pruning of branches, Singling out of multiple shoots	Jan-Mar	3	999.00	0.00	999.00
3	Watch & Ward including maintenance of fencing	Apr-Mar	18	5,994.00	0.00	5,994.00
	<b>Total:-</b>		<b>24</b>	<b>7,992.00</b>	<b>0</b>	<b>7,992.00</b>
<b>7th Year Maintenance</b>						
1	Fire line tracing (2 m. wide fire line over 400 m. length) including maintenance of inspection path	Feb-Mar	3	999.00	0.00	999.00
2	Watch & Ward including maintenance of fencing	Apr-Mar	18	5,994.00	0.00	5,994.00
	<b>Total:-</b>		<b>21</b>	<b>6,993.00</b>	<b>0</b>	<b>6,993.00</b>
<b>8th Year Maintenance</b>						
1	Fire line tracing (2 m. wide fire line over 400 m. length) including maintenance of inspection path	Feb-Mar	3	999.00	0.00	999.00
2	Watch & Ward including maintenance of fencing	Apr-Mar	18	5,994.00	0.00	5,994.00
	<b>Total:-</b>		<b>21</b>	<b>6,993.00</b>	<b>0</b>	<b>6,993.00</b>
<b>9th Year Maintenance</b>						
1	Fire line tracing (2 m. wide fire line over 400 m. long) including maintenance of inspection path	Feb-Mar	3	999.00	0.00	999.00
2	Watch & Ward including maintenance of fencing	Apr-Mar	18	5,994.00	0.00	5,994.00
	<b>Total:-</b>		<b>21</b>	<b>6,993.00</b>	<b>0</b>	<b>6,993.00</b>
<b>10th Year Maintenance</b>						
1	Fire line tracing (2 m. wide fire line over 400 m. length) including maintenance of inspection path	Feb-Mar	3	999.00	0.00	999.00
2	Watch & Ward including maintenance of fencing	Apr-Mar	18	5,994.00	0.00	5,994.00
	<b>Total:-</b>		<b>21</b>	<b>6,993.00</b>	<b>0</b>	<b>6,993.00</b>



TOTAL COST FOR 1 HA.						
Sl. No.	Year	No. person days	Labour Cost @ Rs.333/-	Material Cost (Rs.)	Monitoring Evaluation, Learning, Documentation and other Contingency (5%) of (4+5)	Total Cost (Rs.)
1	0th year	57	18981	3600	923	0
2	1st year	76.5	25474.5	14600	1918.5	58353.46
3	2nd year	38.5	12820.5	4475	821.5	5304.86
4	3rd year	36	11988	3800	749	0
5	4th year	21	6993	0	326	0
6	5th year	21	6993	0	326	0
7	6th year	24	7992	0	326	0
8	7th year	21	6993	0	326	0
9	8th year	21	6993	0	326	0
10	9th year	21	6993	0	326	0
11	10th year	21	6993	0	326	0
Total:-		358	1,19,214.00	26,475.00	6,791.00	63,658.32
						2,16,138.32


TOTAL PROJECT COST FOR 63.949 HA.						
Sl. No.	Year	No. Mandays	Labour Cost @ Rs.333/-	Material Cost (Rs.)	MELD & Other Contingency (5%) of (4+5)	Total Cost (Rs.)
1	0th year	3645.09	1213815.97	230216.40	62222.38	0
2	1st year	4892.10	1629068.8	933655.40	122686.16	3731645.41
3	2nd year	2462.04	819858.15	286171.78	52534.1	339240.49
4	3rd year	2302.16	766620.61	243006.2	47897.8	0
5	4th year	1342.93	447195.36	0	20847.37	0
6	5th year	1342.93	447195.36	0	20847.37	0
7	6th year	1534.78	511080.41	0	23852.98	0
8	7th year	1342.93	447195.36	0	20847.37	0
9	8th year	1342.93	447195.36	0	20847.37	0
10	9th year	1342.93	447195.36	0	20847.37	0
11	10th year	1342.93	447195.36	0	20847.37	0
Grand Total:-		22893.74	76,23,616.10	16,93,049.78	4,34,277.64	40,70,885.91
OR						1,38,21,829.43
One Crore Thirty-Eight Lakh Twenty-One Thousand Eight Hundred Twenty-Nine) Only						

Divisional Forest Officer  
Cuttack Forest Division

Matrix for Model-I A Conventional CA Plantation (AR) 1000 plants

Sl. No.	Commencement Year	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII	XIV	XV	XVI	XVII	XVII I	XIX	XX	XXI	Total Cost (10 Years)
Base Norm	23554	100346	23422	16537	7319	7319	7319	8365	7319	7319	7319	7319											
1 2022-23	23554	105364	25823	19144	8896	9341	9341	11210	10299	10813	11354	11922											247719
2 2023-24		24732	110632	27114	20101	9341		9808	11770	10813	11354	11922	12518										260105
3 2024-25			25968	116164	28469	21106		9808	10299	12359	11354	11922	12518	13144									273111
4 2025-26				27267	121972	29893		22161	10299	10813	12977	11922	12518	13144	13801								286766
5 2026-27					28630	128070		31388	23269	10813	11354	13626	12518	13144	13801	14491							301105
6 2027-28						30062		134474	32957	24433	11354	11922	14307	13144	13801	14491	15216						316160
7 2028-29								31565	141198	34605	25654	11922	12518	15022	13801	14491	15216	15976					331968
8 2029-30									33143	148257	36335	26937	12518	13144	15773	14491	15216	15976	16775				348566
9 2030-31										34800	155670	38152	28284	13144	13801	16562	15216	15976	16775	17614			365994
10 2031-32											36540	163454	40059	29698	13801	14491	17390	15976	16775	17614	18495		384294

(Rupees Two Lakh Forty-Seven Thousand Seven Hundred Nineteen) Only

  
 DIVISIONAL FOREST OFFICER  
 CUTTACK FOREST DIVISION



**FENCING FOR COMPENSATORY PLANTATION RAISED OUTSIDE THE FOREST AREAS  
USING ANGLE IRON & CHAIN LINK WIRE MESH (250 Rmt/Ha.)**

**1. MODEL**

**2. TOTAL AREA TO BE FENCED(250 Rmt/Ha.)**

**3. Wage Rate (Per MD)**

**BLOCK**

**63,949 Ha.**

**333.00**

**WAGE RATE Rs.333/-PER DAY**

Sl. No.	Item of work	Preferable Period of Execution	Man days	Wages	Material cost	Total Cost (Rs. per Ha.)
<b>0th Year (P/O)</b>						
1	Earth work (Excavation of hole) in Hard soil at a distance 3 mt. 0.40m x 0.40m x 0.40m = 0.064 x 84 = 5.376 cum @ Rs. 140/cum = Rs. 753.		2.42	805.86	-	805.86
2	Cement concrete (1:4:8) using 40 mm BHC metal 84 X 0.40m X 0.10m = 1.344 @ 3755.94/cum		-	-	5,047.40	5,047.40
3	Angle Iron pole of size 50mm X 50 mm X 6mm of height 2.40 mt. 84 x 2.40 = 201.60 Sqmt. @ 4.50/kg/Sqmt = 907.20 kg @ 69.50 per kg		-	-	63,050.00	63,050.00
4	Cement Concrete (1:2:4) for fixing the iron angle pole using 12mm BHC Chips 84 X 0.40m X 0.40m X 0.30m = 4.032 cum @ 5486.77/cum		-	-	22,123.00	22,123.00
5	Cost of Chain link mess using 4mm Dia GI wire having gap size 50mm X 50mm 250 Rmt X 2.10mt = 525 Sq. mt 2331/Sqmt = Rs. 1,73,775		-	-	1,73,775.00	1,73,775.00
6	Double coat painting of Iron angle pole over a coat of primer using good quality enamel paint 84 x 2.10 x 0.20 = 35.28 sqmt. @ Rs. 108.80/Sqmt		-	-	3,838.00	3,838.00
7	Painting of GI chain link mess 250 x 2.10 x 2 = 1050/10 = 105 Sqmt @ 108.80 Sqmt.		-	-	11,424.00	11,424.00
8	Transportation of Chain link mess, Iron angle, Straightening & tying of chain link mess etc. @ 2% of the total cost.		-	-	5,600.00	5,600.00
<b>Total:-</b>			2.42	805.86	2,84,857.40	2,85,663.26
<b>Rate per running mt. 285663.26 / 250 = 1143/Rmt</b>						
<b>1st Year Maintenance</b>						
1	No Maintenance is required.		0	0.00	-	-
<b>2nd Year Maintenance</b>						
1	Maintenance of wire mess fence @ 1% per running mt. cost of installation in 1st yr. 1142 x 1% = 11.42 say Rs. 11	Sept/Oct	0	-	11,000.00	11,000.00
<b>3rd Year Maintenance</b>						
1	Maintenance of wire mess fence @ 1% per running mt. cost of installation in 1st yr. 1142 x 1% = 11.42 say Rs. 11	Sept/Oct	0	-	11,000.00	11,000.00
<b>4th Year Maintenance</b>						
1	Maintenance of wire mess fence @ 1% per running mt. cost of installation in 1st yr. 1142 x 1% = 11.42 say Rs. 11	Sept/Oct	0	-	11,000.00	11,000.00
<b>5th Year Maintenance</b>						
1	Maintenance of wire mess fence @ 1% per running mt. cost of installation in 1st yr. 1142 x 1% = 11.42 say Rs. 11	Sept/Oct	0	-	11,000.00	11,000.00
<b>6th Year Maintenance</b>						
1	Maintenance of wire mess fence @ 1% per running mt. cost of installation in 1st yr. 1142 x 1% = 11.42 say Rs. 11	Sept/Oct	0	-	11,000.00	11,000.00
<b>7th Year Maintenance</b>						
1	Maintenance of wire mess fence @ 1% per running mt. cost of installation in 1st yr. 1142 x 1% = 11.42 say Rs. 11	Sept/Oct	0	-	11,000.00	11,000.00

Sl. No.	Item of work	Preferable Period of Execution	Man days	Wages	Material cost	Total Cost (Rs. per Ha.)
8th Year Maintenance						
1	Maintenance of wire mess fence @1% per running mt. cost of installation in 1st yr. 1142 x 1% = 11.42 say Rs. 11	Sept/Oct	0	-	11,000.00	11,000.00
9th Year Maintenance						
1	Maintenance of wire mess fence @1% per running mt. cost of installation in 1st yr. 1142 x 1% = 11.42 say Rs. 11	Sept/Oct	0	-	11,000.00	11,000.00
10th Year Maintenance						
1	Maintenance of wire mess fence @1% per running mt. cost of installation in 1st yr. 1142 x 1% = 11.42 say Rs. 11	Sept/Oct	0	-	11,000.00	11,000.00

#### TOTAL COST FOR 1 HA (250 Rmt.)

Year	No. of MD	Labour Cost	Material Cost	Total
0 <sup>th</sup> Year	2.42	805.86	2,84,857.40	2,85,663.26
1 <sup>st</sup> Year	-	-	-	0.00
2 <sup>nd</sup> Year	0	0	11000	11,000.00
3 <sup>rd</sup> Year	0	0	11000	11,000.00
4 <sup>th</sup> Year	0	0	11000	11,000.00
5 <sup>th</sup> Year	0	0	11000	11,000.00
6 <sup>th</sup> Year	0	0	11000	11,000.00
7 <sup>th</sup> Year	0	0	11000	11,000.00
8 <sup>th</sup> Year	0	0	11000	11,000.00
9 <sup>th</sup> Year	0	0	11000	11,000.00
10 <sup>th</sup> Year	0	0	11000	11,000.00
<b>TOTAL:-</b>	<b>2.42</b>	<b>805.86</b>	<b>3,83,857.40</b>	<b>3,84,663.26</b>

#### TOTAL COST FOR 63.949 HA (15.98725 Rkm)

Year	No. of MD	Labour Cost	Material Cost	Total
0 <sup>th</sup> Year	154.76	51,533.94	1,82,16,345.87	1,82,67,879.81
1 <sup>st</sup> Year	-	-	-	-
2 <sup>nd</sup> Year	-	-	7,03,439.00	7,03,439.00
3 <sup>rd</sup> Year	-	-	7,03,439.00	7,03,439.00
4 <sup>th</sup> Year	-	-	7,03,439.00	7,03,439.00
5 <sup>th</sup> Year	-	-	7,03,439.00	7,03,439.00
6 <sup>th</sup> Year	-	-	7,03,439.00	7,03,439.00
7 <sup>th</sup> Year	-	-	7,03,439.00	7,03,439.00
8 <sup>th</sup> Year	-	-	7,03,439.00	7,03,439.00
9 <sup>th</sup> Year	-	-	7,03,439.00	7,03,439.00
10 <sup>th</sup> Year	-	-	7,03,439.00	7,03,439.00
<b>TOTAL:-</b>	<b>154.76</b>	<b>51,533.94</b>	<b>2,45,47,296.87</b>	<b>2,45,98,830.81</b>
<b>OR</b>	<b>155</b>	<b>51,534.00</b>	<b>2,45,47,297.00</b>	<b>2,45,98,831.00</b>

(Rupees Two Crore Forty-Five Lakh Ninety-Eight Thousand Eight Hundred Thirty-One) Only

  
Divisional Forest Officer  
Cuttack Forest Division



Matrix for Penching Model (F-1) (From age 1 with Chaitinik, when needed)

Sl. No.	Common Year	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII	XIV	XV	XVI	XVII	XVIII	XIX	XX	Total Cost (10 Years)
1	2022-23	285863	0	11000	11000	11000	11000	11000	11000	11000	11000	11000										419309
2	2023-24	285863	0	12128	12734	13371	14039	14741	15478	16252	17065	17918	18814	19754								410357
3	2024-25		299948	314944	0	13371	14039	14741	15478	16252	17065	17918	18814	19754	20742							462377
4	2025-26				330691	0	14039	14741	15478	16252	17065	17918	18814	19754	20742	21779						483104
5	2026-27					347225	0	14741	15478	16252	17065	17918	18814	19754	20742	21779	22868					509760
6	2027-28						364587	0	15478	16252	17065	17918	18814	19754	20742	21779	22868	24012				535257
7	2028-29							382816	0	16252	17065	17918	18814	19754	20742	21779	22868	24012	25212			562920
8	2029-30								401957	0	17065	17918	18814	19754	20742	21779	22868	24012	25212	26473		593121
9	2030-31									422055	0	17918	18814	19754	20742	21779	22868	24012	25212	26473	27790	610627
10	2031-32										443157	0	18814	19754	20742	21779	22868	24012	25212	26473	27790	630608

(Rupees Four Lakh Nineteen Thousand Three Hundred Eighty-Eight) Only

  
DIVISIONAL FOREST OFFICER  
CUTTACK FOREST DIVISION

SMC Works Model-C			
Cost Norms for creation of Afforestation with stabilization of Soil & Conservation of Moisture (1000 Plants/ Ha).			
Sl. No.	Items of work	Preferable Period of Execution	Total Cost (Rs.)
<b>0<sup>th</sup> Year (Pre-Planting Operation)</b>			
1	Nil		0
<b>1<sup>st</sup> Year</b>			
2	Soil Conservation measure structures like Staggered Trench, Percolation pit, Contour trench, Graded earthen bund, LBCD, Wire mesh LBCD, Sub surface Dyke & WHS as per the slope & site requirement on LS.	Apr/Sept	20,215.00
<b>2<sup>nd</sup> Year</b>			
3	Maintenance of SMC structures @ 15 % of initial year cost.	Apr/Jul	3,032.00
<b>3<sup>rd</sup> Year</b>			
4	Maintenance of SMC structures @ 15 % of initial year cost.	Apr/Jul	3,032.00
<b>4<sup>th</sup> Year</b>			
5	Maintenance of SMC structures @ 15 % of initial year cost.	Apr/Jul	3,032.00
<b>5<sup>th</sup> Year</b>			
6	Maintenance of SMC structures @ 15 % of initial year cost.	Apr/Jul	3,032.00
<b>Total</b>			<b>32,343.00</b>

Abstract for 1 ha.					
Sl. No.	Year	No. person days	Labour Cost @ Rs.333/- per day	Material Cost	Total Cost (Rs)
1	0 <sup>th</sup> Year	0	0.00	0.00	0.00
2	1 <sup>st</sup> Year	0	0.00	20,215.00	20,215.00
3	2 <sup>nd</sup> Year	0	0.00	3,032.00	3,032.00
4	3 <sup>rd</sup> Year	0	0.00	3,032.00	3,032.00
5	4 <sup>th</sup> Year	0	0.00	3,032.00	3,032.00
6	5 <sup>th</sup> Year	0	0.00	3,032.00	3,032.00
<b>Total</b>		<b>0</b>	<b>0.00</b>	<b>32,343.00</b>	<b>32,343.00</b>



Abstract for 63.949 ha.					
SL No.	Year	No. person days	Labour Cost @ Rs.333/- per day	Material Cost	Total Cost (Rs)
1	0 <sup>th</sup> Year	0	0.00	0.00	0.00
2	1 <sup>st</sup> Year	0	0.00	1292729.04	12,92,729.04
3	2 <sup>nd</sup> Year	0	0.00	193893.37	1,93,893.37
4	3 <sup>rd</sup> Year	0	0.00	193893.37	1,93,893.37
5	4 <sup>th</sup> Year	0	0.00	193893.37	1,93,893.37
6	5 <sup>th</sup> Year	0	0.00	193893.37	1,93,893.37
Total		0	0.00	5498.31	20,68,302.51
OR					20,68,303.00
(Rupees Twenty Lakh Sixty-Eight Thousand Three Hundred Three)only					

  
 Divisional Forest Officer  
 Cuttack Forest Division

Matrix for (SMC) for IHA.

Sl No.	Common cement Year	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII	XIV	XV	XVI	XVII	XVIII	XIX	XX	XXI	Total Cost (10 Years)
	Base Norm	0	20215	3032	3032	3032	3032																
1	2022-23	0	21228	3343	3510	3688	3870																38034
2	2023-24		0	22287	3510	3688	3870	4063															37915
3	2024-25			0	23401	3688	3870	4063	4266														36286
4	2025-26				0	24571	3870	4063	4266	4480													41250
5	2026-27					0	25800	4063	4266	4480	4704	4938											43313
6	2027-28						0	27000	4266	4480	4704	4938	5188										45478
7	2028-29							0	28445	4480	4704	4938	5188	5445									47720
8	2029-30								0	29867	4704	4938	5188	5445	5717								50040
9	2030-31									0	31580	4938	5188	5445	5717	6003							52472
10	2031-32										0	32825	5188	5445	5717	6003							55279

(Respect Thirty-Five Thousand Six Hundred Thirty-Four) Only

  
 DIVISIONAL FOREST OFFICER  
 CUTTACK FOREST DIVISION



Water Model-W-II			
Water provision to Plantation			
Diesel Pump set with Bore well (1 pump set + Bore well for 5 ha plantation), Wage Rate @ 333/-			
Year of Installation (0 <sup>th</sup> Year)			
1	Cost of Bore well		
2	Cost of Diesel pump Set 5 HP	1,50,000.00	
3	Diesel pump set & accessories like	60,000.00	
4	Water Storage Tanks/ Flexible pipes	30,000.00	
		15,000.00	
	<b>Total</b>	<b>2,55,000.00</b>	
Cost of Water per Plant (2,55,000/5000)=Rs.51/-			51,000.00
Cost of Water per Ha =Rs.51,000/-			
1 <sup>st</sup> Year Watering			
1	Recurring expenditure i.e. Diesel, Mobil, Engine Oil, Etc for pumping Water-21x1000=		21,000.00
2	Watering 1000 plants (Nov-Mar) @200plants/MD with 7 days rotation 20 MD x 5Month=100 MDx333=		33,300.00
	<b>Total</b>		<b>54,300.00</b>
2 <sup>nd</sup> Year Watering			
1	Recurring expenditure i.e. Diesel, Mobil, Engine Oil, Etc for pumping Water-21x1000=		21,000.00
2	Maintenance of pump set etc@15% of the installation Cost		7,650.00
3	Watering 1000 plants (Nov-Mar) @200plants/MD with 7 days rotation 20 MD x 8 Month=160 MDx333=		53,280.00
	<b>Total</b>		<b>81,930.00</b>
3 <sup>rd</sup> Year Watering			
1	Recurring expenditure i.e. Diesel, Mobil, Engine Oil, Etc for pumping Water-21x1000=		21,000.00
2	Maintenance of pump set etc@15% of the installation Cost		7,650.00
3	Watering 1000 plants (Nov-Mar) @200plants/MD with 7 days rotation 20 MD x 8 Month=160 MDx333=		53,280.00
	<b>Total</b>		<b>81,930.00</b>
4 <sup>th</sup> Year Watering			
1	Recurring expenditure i.e. Diesel, Mobil, Engine Oil, Etc for pumping Water-21x1000=		21,000.00
2	Maintenance of pump set etc@15% of the installation Cost		7,650.00
3	Watering 1000 plants (Nov-Mar) @200plants/MD with 7 days rotation 20 MD x 8 Month=160 MDx333=		53,280.00
	<b>Total</b>		<b>81,930.00</b>
5 <sup>th</sup> Year Watering			
1	Recurring expenditure i.e. Diesel, Mobil, Engine Oil, Etc for pumping Water-21x1000=		21,000.00
2	Maintenance of pump set etc@15% of the installation Cost		7,650.00
3	Watering 1000 plants (Nov-Mar) @200plants/MD with 7 days rotation 20 MD x 8 Month=160 MDx333=		53,280.00
	<b>Total</b>		<b>81,930.00</b>



Abstract for 1 ha.					
Sl. No.	Year	No. person days	Labour cost @ Rs.333/- per day	Material Cost	Total cost (Rs.)
1	0 <sup>th</sup> Year	0	0.00	51,000.00	51,000.00
2	1 <sup>st</sup> Year	100	33,300.00	21,000.00	54,300.00
3	2 <sup>nd</sup> Year	160	53,280.00	28,650.00	81,930.00
4	3 <sup>rd</sup> Year	160	53,280.00	28,650.00	81,930.00
5	4 <sup>th</sup> Year	160	53,280.00	28,650.00	81,930.00
6	5 <sup>th</sup> Year	160	53,280.00	28,650.00	81,930.00
Total		740	2,46,420.00	1,86,600.00	4,33,020.00

Abstract for 63,949 ha.					
Sl. No.	Year	No. person days	Labour cost @ Rs.333/- per day	Material Cost	Total cost (Rs.)
1	0 <sup>th</sup> Year	0.0	0.00	32,61,399.00	32,61,399.00
2	1 <sup>st</sup> Year	6394.9	2129501.70	13,42,929.00	34,72,430.70
3	2 <sup>nd</sup> Year	10231.8	3407202.72	18,32,138.85	52,39,341.57
4	3 <sup>rd</sup> Year	10231.8	3407202.72	18,32,138.85	52,39,341.57
5	4 <sup>th</sup> Year	10231.8	3407202.72	18,32,138.85	52,39,341.57
6	5 <sup>th</sup> Year	10231.8	3407202.72	18,32,138.85	52,39,341.57
Total		47322.3	15758312.58	1,19,32,883.40	2,76,91,195.98
					OR 2,76,91,196.00
(Rupees Two Crore Seventy-Six Lakh Ninety-One Thousand One Hundred Ninety-Six) Only					

  
 Divisional Forest Officer  
 Cuttack Forest Division



Matrix for Watering WII (Diesel Pump set with Borewell) over 1 Ha.

Sl. No.	Common cement No.	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII	XIV	XV	XVI	XVII	XVIII	XIX	XX	XXI	Total Cost (10 Years)
1	2023-23	51000	54300	81930	81930	81930	81930																497339
2	2023-24	51000	57015	90328	94844	99286	104566	109794															522206
3	2024-25		53550	59866	94844	99386	104566	109794	115284														548316
4	2025-26			56228	67859	99586	104566	109794	115284	121048													575732
5	2026-27				59039	66002	104566	109794	115284	121048	127100												6045196
6	2027-28					61991	69302	109794	115284	121048	127100	133455	140128										634745
7	2028-29						65050	72767	115284	121048	127100	133455	140128	147135									659182
8	2029-30							68345	76406	121048	127100	133455	140128	147135	154142								699805
9	2030-31								71762	80226	127100	133455	140128	147135	154142	162149							734797
10	2031-32									75350	84237	133455	140128	147135	154142	162149	170156						771338

(Rupees Four Lakh Ninety-Seven Thousand Nine Hundred and Fifty-Nine Only)

DIVISION OF DISSEMINATION  
CLIMATE FOR SUSTAINABLE  
DEVELOPMENT



1453

vol. 43  
31-92

1421  
Original

MINING LEASE FOR

CHROMITE

In favour of:

M/s ISPAT ALLOYS LIMITED  
BALGOPALPUR, BALSORE 756020 (ORISSA)

DATED THE 15.07.2000

OVER 159.29 ACRES OR 64.463 HECTARES  
IN VILLAGE KALIAPANI IN JAJPUR DISTRICT.





MODIFICATION OF MINING LEASE DEED EXECUTED IN FAVOUR OF  
M/S ISPAT ALLOYS LTD. ON 15.7.2000 FOR CHROMITE IN VILLAGE  
KALIAPANI OF JAJPUR DISTRICT OVER 64.463 HECTS.  
\*\*\*

As the name of the Lessee " M/s Ispat Alloys Ltd." holding a Mining Lease in village Kaliapani over 64.463 Hects. for Chromite has been changed to "M/S BALASORE ALLOYS LTD." vide Proceeding No.8799/SM, dated.31.8.05 of Steel & Mines Department, Govt. of Orissa, the Mining Lease Deed executed in favour of M/s ISPAT ALLOYS LTD. on 15.7.2000 & registered on 17.7.2000 is therefore modified to read the name of the lessee as M/s BALASORE ALLOYS LTD. henceforth wherever the same appears in the executed Deed till remaining term of the lease subject to condition that the newly named Company shall bear all the liabilities of the earlier named Company and the terms & conditions imposed on M/s Ispat Alloys Ltd. will remain binding on M/s Balasore Alloys Ltd. which shall obtain necessary clearance of MOEF, Govt. of India under F.C. Act 1980 in respect of Forest land proposed to be granted.

For Balasore Alloys Ltd.

*A. S. Gangopadhyay*  
(S. Gangopadhyay)  
Constituted Attorney

WITNESS:

1. *Basant Kumar Parida*  
Basant Kumar Parida  
Manager Mines  
Balasore Alloys Ltd, Jajpur Rd.  
11/1/08
2. *Ramesh Ch. Nayak*  
Ramesh Ch. Nayak  
Balasore Alloys Ltd  
Balasore  
11/1/08

*J. Singh*  
11/1/08

Collector, Jajpur

1. *(B. K. Nandi)*  
Deputy Director Mines  
Jajpur Road  
11/1/08
2. *G. K. Mohanta*  
G. K. Mohanta  
Jajpur Road  
11/1/08



1453

Fees Paid

Sukanya

1421

00118

145231

000118

PB 0084



R-0948200

14 07 00

ORISSA

NONJUDICIAL STAMP  
D.S.R. JAIPUR

147.2000

DISTRICT SUB-REGISTRAR  
JAIPUR

A/c Rs. 5,93,870.00

A19

5.00

A24

6.50

D

50.00

Rs. 5,93,931.50

Assessable under Rules  
of Stamp duty under the  
Stamp Act (Amendment) Act 1982 Sch.  
I A No 35 (C) and Schedule  
II (2) of the Stamp Act 1982 and  
C.D.A. Act 1982.

FORM - K

MINING LEASE

(See Rule 31)

REGISTERING OFFICER  
JAIPUR

147.2000

THIS INDENTURE made this 15th

day of July' 2000 between the Governor of  
Orissa/the President 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

When the lessee is a M/s ISPAT ALLOYS LIMITED (Name of Company) a company  
registered Company. registered under The Companies Act, 1956 (Act under which  
incorporated) having Company Registration No 15-01354 and  
having its registered office at Balgopalpur, Balasore - 756 020

For ISPAT ALLOYS LTD.

Executive Director

15/7/2000  
COLLECTOR  
JAIPUR



(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, represented by Sri M Mukhopadhyay, S/o Late <sup>Prafulla Nath</sup> ~~Priyanath~~ Mukherjee, aged about 59 years, occupation – Executive Director of M/s ISPAT ALLOYS LIMITED. 21/

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 CHROMITE in respect of the lands described in Part I of the Schedule hereunder written and has deposited with the State Government the sum of Rs 10,000.00 (Rupees ten thousand only) as security and the sum of Rs 1,000.00 (Rupees one thousand only) for meeting the preliminary expenses for a mining lease (and WHEREAS the Central Government has approved the grant of lease).

WITNESSETH that in consideration of the rents and royalties, covenants and agreements by and in these presents and the Schedule hereunder written reserved and contained and on the part of the lessee to be paid observed and performed, the State Government (with the approval of the Central Government)

For ISPAT ALLOYS LTD.

*M. Chatterjee*  
Executive Director

*15/7/2000*  
COLLECTOR  
JAJPUR



hereby grants and demises unto lessee.

All those the mines beds/veins seams of CHROMITE  
(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  
17<sup>th</sup> day July 2000 for the terms of 30 (Thirty)  
years hence next ensuing YEILDING 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

For ISPAT ALLOYS LTD.

*[Signature]*  
Executive Director

*[Signature]*  
15/7/2000  
DIRECTOR  
JAJPUR



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 :-

For ISPAT ALLOW L.L.D

*Michofsky*  
Executive Director

*10/6*  
*15/7/20W*  
Director  
ISPAT



PART - 1

**THE AREA OF THIS LEASE**

*Location and  
area of the  
lease*

All that track of lands situated at village : Kaliapani (Description of area or areas) 159.29 acres or 64.463 hectares in (Pargana) in Sukinda the Registration District of Jajpur, Sub-District Jajpur and Thana Sukinda bearing Cadestral survey Nos.73 G / 16 and 73 G / 12 containing an area of 64.463 hectares or thereabouts delineated on the plan hereto annexed and thereon coloured blue and bounded as follows :-

On the North By the village road from Tomka to Mangalpur

On the South By M/s Ispat Alloys Limited

On the East By M/s IMFA Limited and ICC Limited

And

On the West By M/s TISCO Limited and M/s Jindal Strips Limited

For ISPAT ALLOYS LTD.

*Mr. K. K. Singh*  
Executive Director

*Sole*  
*15/7/2000*  
Collector  
JAIPUR



**BOUNDARY DESCRIPTION**

Toposheet Nos. 73 G / 16 and 73 G / 12  
Scale 1: 50,000

**Reference Point** – The station 'N' of M/s TISCO Ltd over 406 hec  
has been taken as the reference point of the area. The station 'N' is also  
the starting station 'A' of M/s Ispat Alloys Limited and is situated at a  
distance of 2111.802 m or 6928.484 ft on a F.B of  $59^{\circ} 20' 00''$  from  
station 'A' of M/s TISCO Ltd over 406 hec which in turn is situated at  
distance of 1128.496 m or 3702.414 ft on a F.B of  $108^{\circ} 36' 54''$  from  
District Boundary Pillar No.38 of Jajpur and Dhenkanal district as  
shown in the plan.

For ISPAT ALLOYS LTD.

*M. K. Mishra*  
Executive Director

*80*  
15/1/2012  
COLLECTOR  
JAJPUR



From station 'A' the traverse line starts and runs in anti-clock wise direction as follows:

**Western Boundary Line:** - starts from station 'A' and runs upto station 'D' through intermediate stations 'B' & 'C' making interior angles of  $90^\circ$  &  $270^\circ$  at stations 'B' & 'C' respectively and covers for distances of A- $A_1 = 84.000$  m or 275.590 ft;  $A_1-A_2 = 224.040$  m or 735.033 ft;  $A_2-B = 247.162$  m or 810.899 ft;  $B-B_1 = 167.648$  m or 550.026 ft;  $B_1-B_2 = 207.300$  m or 680.118 ft;  $B_2-C = 235.700$  m or 773.294 ft;  $C-C_1 = 303.722$  m or 996.463 ft;  $C_1-C_2 = 197.180$  m or 646.916 ft;  $C_2-C_3 = 270.420$  m or 887.204 ft and  $C_3-D = 245.600$  m or 805.774 ft. The line A-B runs with a F.B. of  $149^\circ 20'$  and line A- $A_1$  is common with the Eastern Boundary of M/s Jindal Strips Ltd from their station  $J_1$  to  $J_{6c}$  respectively.

**Southern Boundary Line:** - starts from station 'D' and runs upto station 'F' through intermediate station 'E' making interior angles of  $85^\circ 45'$  and  $178^\circ 15'$  at stations 'D' & 'E' respectively and covers for distances of D-E = 169.164 m or 555.000 ft and E-F = 254.508 m or 835.000 ft. The line D-F is common with the Forest line.

**Eastern Boundary Line:** - starts from station 'F' and runs upto station 'I' through intermediate stations 'G' & 'H' making interior angles of  $96^\circ$ ,

For ISPAT ALLOYS LTD.

*Michael J. Jindal*  
Executive Director

*10/6*  
*15/7/200*  
*100*  
*32/10/02*



91° and 269° at stations 'F', 'G' & 'H' respectively and covers for distances of  $F-F_1 = 198.120$  m or 650.000 ft;  $F_1-F_2 = 304.800$  m or 1000.000 ft;  $F_2-F_3 = 304.800$  m or 1000.000 ft;  $F_3-G = 289.500$  m or 950.000 ft;  $G-G_1 = 192.024$  m or 630.000 ft;  $G_1-G_2 = 304.800$  m or 1000.000 ft;  $G_2-H = 304.800$  m or 1000.000 ft;  $H-H_1 = 139.149$  m or 456.528 ft and  $H_1-I = 304.800$  m or 1000 ft. The boundary line from F to  $F_1$  is partly common with M/s ICCL and from  $F_1$  to I is common with M/s IMFA Ltd with their stations 'D' to 'A' respectively.

**Northern Boundary Line:** - starts from station 'I' and runs upto station 'A', the starting station, making an interior angle of 90° at station 'I' and covers for a distance of  $I-A = 228.600$  m or 750.000 ft.

At last the traverse line forms an interior angle of 90° at station 'A' and thus the traverse is closed running in anti-clock wise direction covering over 64.463 hecets or 159.29 acres.

For ISPAT ALLOYS LTD.

*Mulhopta Singh*  
Executive Director

*15/7/2000*  
JAI PRAKASH



LAND SCHEDULE

Revenue village: - Kaliapani

SL No	Plot No	Khata No	Tenant	Area in acres	Kissam
1	887(P)	55	Abadajogya Anabadi	1.97	Patharbani
2	888(P)	55	Abadajogya Anabadi	31.68	Patharbani
3	889(P)	55	Abadajogya Anabadi	26.50	Patharbani
4	890(P)	55	Abadajogya Anabadi	1.08	Patharbani
5	892(P)	56	Sarbasadharana	0.85	Road
6	893(P)	55	Abadajogya Anabadi	19.10	Patharbani
7	894(P)	55	Abadajogya Anabadi	78.11	Patharbani

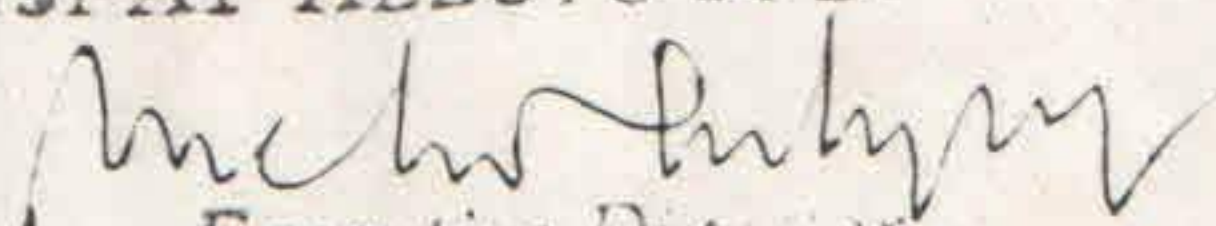
Total

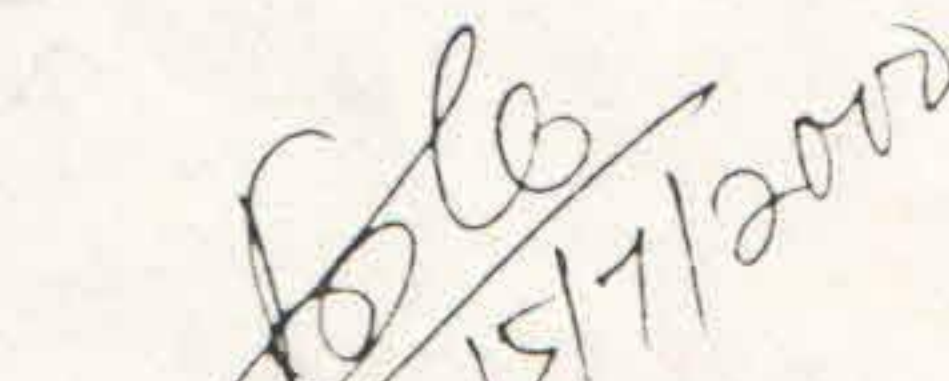
159.29 acres or

64.463 hectares.

Hereinafter referred to as 'the said lands'.

For ISPAT ALLOYS LTD.

  
 Executive Director

  
 15/7/2012  
 COLLECTOR  
 JALPAIGURI



PART - II

## LIBERTIES, POWERS AND PRIVILEGES TO BE EXERCISED

## AND

## ENJOYED BY THE LESSEE/LESSEES SUBJECT TO THE

## RESTRICTIONS 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, shafts  
and inclines  
etc.*

2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive, make, maintain and use in the said lands and pits shafts inclines drifts levels waterways, airways and other works (and to use maintain deepen or extent 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 part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, furnaces, coke ovens, brick-kilns, workshops, store-houses, bungalows, godowns,

For ISPAT ALLOY LTD.

*Michael...*

*15/1/2002*  
COLLECTOR  
JAIPUR



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, roads and other ways in or over the said lands) on such conditions as may be agreed to.

*To get building and road materials etc.*

5. Liberty and power for or in connection with any of the purposes mentioned in this part to quarry and get stone gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but 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 purpose mentioned in this part but subject to the right 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

For ISPAT ALLOYS LTD.

*Mr. K. S. Chatterjee*  
Executive Director

*15/7/2020*



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

*To use land  
for stacking,  
heaping,  
depositing  
purposes*

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

*Beneficiation  
and  
conveying  
away of  
production.*

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

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

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

For ISPAT ALLOY LTD.

*Executive Director*

*15/7/2020*  
*100*  
*J. J. J.*



lessee/lessees to pay for any trees or timber felled and utilised, by him/them at the rates specified by the Deputy Commissioner/Collector or the State Government.

### PART - III

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

*No building  
etc upon  
certain  
places*

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

*Michael...*

*6/6*  
*15/7/2012*  
**COLLECTOR**



*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 or the State Government may require the lessee/lessees to pay for any trees or timber felled and utilised by him/them at the rates specified by the Deputy Commissioner/Collector of the District.

*To enter upon reserved forests.*

4. Notwithstanding anything in this Schedule contained the lessee/lessees shall not enter upon any reserved forest included in the said lands without previous sanction in writing of the District Forest Officer

For ISPAT ALLOY LTD.

*Amal Kumar Singh*  
Executive Engineer

*15/11/2002*  
Collector  
JAIPUR



nor fell, cut and use any timber or trees without obtaining the sanction in writing of that Officer not otherwise than in accordance with such conditions as the State Government may prescribed.

No mining  
operations  
within 50  
meters of  
public works  
etc.

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

For ISPAT ALLOYS LTD.

*Michael Arshady*

*15/7/2000*  
COLLECTOR  
JAJHAR



Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission.

Explanation : - For the purpose of this clause the expression 'Railway Administration' shall have the same meaning as it is defined to have in the Indian Railways Act, 1890, by clause (6) of section 3 of that Act. 'Public Road' shall 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.

*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 (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 loss or damage sustained by the lessee/lessees by reason of the exercise of this liberty.

For ISPAT AGENCIES LTD

hochtopfger

15/7/12  
COLLECTOR  
JALPAIGURI



PART - IV

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

To work  
other  
minerals.

1. Liberty and power for the State Government, or to any lessee or persons authorised by it in that behalf to enter into and upon the said lands and in search for, win, work, dig, get, raise, dress, process, convert and carry away minerals other than the said minerals and any other substances and for those purposes to sink, drive, make, erect, construct, maintain and use such pits, shafts, inclines, drifts, levels and other lines, waterways, airways, water courses, drains, reservoirs, engines, machinery, plant, building, 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

STATE ATTORNEY GENERAL

*Michael L. L...*  
Executive Director

*15/7/2000*  
COLLECTOR  
JAGP...



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 pipe lines for any purpose other than these 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 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, road 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 substantial hindrances or interference shall be caused to or with the exercise by such lessee or person of such liberty and power.

For ISPAT ALLOY

*M. S. Srinivasan*  
Executive Director

*File*  
*15/7/2002*



PART - V**RENTS AND ROYALTIES RESERVED BY THIS LEASE**

*To pay dead rent or royalty whichever is higher.* 1. The lessee shall pay, for every year except the first year of the lease, dead rent as specified in clause 2 of this part,

Provided that, where the holder of such mining lease becomes liable under section 9 of the Act, to pay royalty for any mineral removed or consumed by him or by his agent, manager, employee, contractor or sub-lessee from the leased area, he shall be liable to pay either such royalty or the dead rent in respect of that area, whichever is higher.

*Rate and 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

FERROFAT ALLOYS LTD.

*Michael Arjun*  
Executive Director

*15/7/20*  
*[Signature]*



Government annual dead rent for the lands demised and described in Part-I of this schedule at the rate of the time being specified in the Third Schedule to the Act, in such manner as may be specified in this behalf by the State Government as follows:

Rate of dead rent per annum:

- a) From 2<sup>nd</sup> year to 5<sup>th</sup> year @ Rs.60.00 ( Rupees sixty) only per hectare per annum
- b) From 6<sup>th</sup> year to 10<sup>th</sup> year @ Rs. 120.00 (Rupees One hundred twenty) only per hectare per annum.
- c) From 11<sup>th</sup> year onwards @ Rs.180.00 ( Rupees one hundred eighty) only per hectare per annum.

Rate and  
mode of  
payment of  
royalty

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 at such times and in such manner as the State Government may prescribe royalty in respect of any mineral / minerals removed by him / them from the leased area at the rate for the time being specified in the Second Schedule to the Mines and Minerals ( Development and Regulations) Act, 1957.

For ISPAT ALLOYS LTD.

*Michael Anthony*  
Executive Director

*Solo*  
15/7/200



*Payment of surface rent and water rent.*

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 10.00 (Rupees ten only) for waste lands and at rates not exceeding rates of land revenue and cesses for cultivated lands and water rent at the rates as may fixed from time to time per annum per hectare of the area so occupied or used and so in proportion for any area less than a hectare during the period from the commencement of such occupation or used until the area shall cease to be so occupied or used 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.

For ISPAT ALLOYS LTD.

*[Signature]*  
Executive Director

*[Signature]*  
15/7/200  
COLLECTOR  
JAJPUR



PART - VI**PROVISIONS RELATING TO THE RENTS AND ROYALTIES**

*Rent and  
royalties to be  
free from  
deduction, etc.*

1. The rent, water rate and royalties mentioned in Part-V of this Schedule shall be paid free from any deductions to the State Government at Jajpur Road Sub Treasury and such manner as the State Government may prescribe PROVIDED ALWAYS and it is hereby agreed that Rs.10,000.00 ( Rupees Ten thousands) only 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 sad lands shall be retained and accepted by the State Government in satisfaction of the rents and royalties mentioned in Part-V until there is that amount.

*Mode of  
computation  
of royalty*

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

ISPAT ALLOYS LTD.

*M. L. Mahapatra*  
Executive Director

*Solo*  
15/7/2020  
COLLECTOR  
JAJPUR



\*\* (a) Notwithstanding any proof that may be produced by the lessee/lessees of sale at pit's mouth of the ore at any lower price, for the purpose of calculation of royalty, the sale price at the pit's mouth shall be calculated back from the price of the ore of recognised markets for the ore in the country. The State Government shall declare from time to time the Commercial Bulletins or Government Statistical Bulletins from which the prevailing price shall be ascertained for the important markets for the mineral. The State Government shall also declare from time to time what they consider fair price of the mineral at the market or markets recognised by the trade and also what they consider fair transport and handling charges for the mineral from the pit's head to the important markets either in general or specific mines. The highest price at pit's head on the basis of such prices and transport and handling charges shall be taken as the sale price at pit's mouth.

(b) For the purpose of computing the said royalties the quality of the ore shall be ascertained as follows:-

For ISPAT ALLOYS LTD.

*M. Choudhary*  
Executive Director

*15/11/2012*  
COLLECTOR  
JALPAIGURI



The lessee shall, before despatch, whether the ore has been sold at site or not, or before beneficiation shall grade the ore into such qualities as may be prescribed by the State Government and every consignments despatched or sent for beneficiation shall not contain ore of more than one such grade. The lessee shall produce evidence of analysis of each consignment despatched or sold or beneficiated by laboratory recognised in the trade for such analysis within two months of the sale, despatch or beneficiation and such analysis report which shall contain analysis of the various factors which the State Government may specify in this behalf shall be taken subject to the following proviso as the quality report for assessing quality of the Ore; PROVIDED that the lessor may take out samples of the ore sold, despatched or beneficiated and get the same analysed through a recognised ANALYST in case such ANALYST discloses a more favourable quality for the lessor, adopt such quality for computation of the said royalty and in addition, if such analysis report discloses a difference of one per cent or more in the quality of high grade ore, or two percent or more in the case of low grade ore, the cost of such analysis by the lessor shall also be recoverable from the lessee.

For ISPAT ALLOYS LTD.

*Arulwathy*  
Executive Director

*506*  
*15/1/2020*  
COLLECTOR  
D. J. P. R.



*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, together with simple interest due thereon at the rate of twenty four percent per annum may be recovered on a certificate of such officer as may be specified by the State Government general or special order in the same manner as an arrear of land revenue.

## PART - VII

### THE COVENANTS OF THE LESSEE/LESSEES

*Lessee to pay rents and royalties, taxes, etc.*

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

For ISPAT ALLOYS LTD.

*Michael...*  
Executive Director

*15/7/2010*  
*[Signature]*



of the premises and works of the lessee/lessees in common with other premises and works of a like nature except demands for land revenues.

*To maintain  
and keep  
boundary  
marks in  
good order.*

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

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

3. 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 skillful 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

For ISPAT ALLOYS LTD.

*Michael...*  
Executive Director

*15/7/200*  
106



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.

For ISPAT ALLOYS LTD.

*Melwark*  
Executive Director

*15/7/20*



*To strengthen  
and support  
the mine to  
necessary  
extent.*

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

*To allow  
inspection of  
working.*

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

For ISPAT ALLOYS LTD.

*Mr. [Signature]*  
Executive Director

*66*  
*15/7/2020*



which the Central and State Governments as the result of such inspection or otherwise may, from time to time, see fit to impose.

*To report  
accidents.*

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

*To report  
discovery of  
other  
minerals.*

9. The lessee/lessees shall report to the State Government the discovery in the leased area of any mineral not specified in the lease within sixty days of such discovery along with full particulars of 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 keep  
records and  
accounts  
regarding  
production  
and  
employees  
etc.*

10. The lessee/lessees shall all time during the said term keep or cause to 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:-

For ISPAT ALLOYS LTD.

*Michael Ashby*  
Executive Director

*15/7/2000*  
COLLECTOR  
J. A. J. J.



- (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.
- (7) Such other facts, particulars and circumstances as the Central or the State Governments may from time to time require and shall also furnish free of charge to such

For ISPAT ALLOYS LTD.

*Michael...*  
Executive Director

*15/7/2020*



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 such officers for the purpose of examining and inspecting the said books of accounts, plans and records and to make copies thereof and make extracts therefrom.

*To maintain plans etc.*

11. The lessee/lessees shall at all times during the said term maintain at the mine office correct intelligible up-to-date and complete plans and sections of the mines in the said lands. They shall show all the operations and workings 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

For ISPAT ALLOYS LTD.

*Michael Arjun*  
Executive Director

*15/7/2000*  
COLLECTOR  
JAIPUR



true and correct copies of such plans and sections whenever required. Accurate records of all trenches, pits and drillings shall show :-

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

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

11-A. The lessee shall pay a wage not less than the minimum wage prescribed by the Central or State Government from time to time.

11-B. The lessee shall comply with provisions of the Mines Act, 1952 and the rules made thereunder.

For ISPAT ALLOY LTD.

*M. K. Singh*  
Executive Director

*15/7/2000*  
COLLECTOR  
J. P. N. R.



11-C. The lessee shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollution control devices and such other measures as may be prescribed by the Central or State Government, from time to time, at his own expense.

11-D. The lessee shall pay compensation to the occupier of the land on the date and in the manner laid down in these rules.

11-E. The lessee shall, in the matter of employment, give preference to the tribals and to the persons who become displaced because of the taking up mining operations.

Act 67 of  
1957

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

To provide  
weighing  
machines.

13. Unless specifically exempted by the State Government the lessee/lessees shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or

For ISPAT ALLOYS LTD.

*M. H. Singh*  
Executive Director

*K. C.*  
15/7/2002



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/lessees shall permit the State Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee/lessees. The lessee/lessees shall give 7 (seven) 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.

*To allow test  
of weighing  
machine.*

14. The lessee/lessees shall allow any person or persons appointed in that behalf by the State Government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or 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

For ISPAT ALLOYS LTD.

*Michael Anthony*  
Executive Director

*15/7/2020*  
COLLECTOR  
JAJPUR



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 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 pay  
compensation  
for injury  
of third  
parties

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

*Michael Arby*  
Enrollment Officer

*15/1/2010*  
COLLECTOR  
J. J. P. W. R.



*Not to  
obstruct  
working of  
other  
minerals.*

16. The lessee/lessees will exercise the liberties and powers hereby granted in such manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working within the said lands of any minerals not included in this lease and shall at all times afford to the Central and State Government and to the holders of Prospecting licences or Mining leases in respect of any such mineral 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.

*Transfer of  
lease.*

17. (1) The lessee/lessees shall not, without the previous consent in writing of the State Government in the First Schedule to the Act, without the previous approval of the Central Government and in case of mining lease in respect of any mineral specified.

(a) assign, subject, 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

For ISPAT ALLOYS LTD.

*Executive Director*

*15/1/2000*  
COLLECTOR  
JALPAIGURI



returns, paid income tax assessed on him and paid the income tax on the basis of self-assessment as provided in the Income Tax Act, 1961 (43 of 1961), on payment of five hundred rupees to the State Government.

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

Provided further that where the mortgagee is an Institution or a Bank or a Corporation specified in Schedule V, it shall not necessary for any such Institution or Bank or Corporation to meet with the requirement relating to Income Tax and the said valid clearance certificate.

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

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

For ISPAT ALLOYS LTD.

*Michael...*  
Executive Director

*60*  
*19/7/2017*  
Director



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

18. The lease shall not be controlled and the lessee/lessees shall not allow themselves to be controlled by any Trust, Syndicate, Corporation, Firm or person except with the written consent of the Central Government. The lessee/lessees shall not enter into or make any arrangement compact or understanding whereby the lessee/lessees will or may be directly or indirectly financed by or under which 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 be forthwith thereafter determined by the lessee/lessees accordingly.

19. Whenever the security deposit of Rs 10,000.00 (Rupees ten thousand only) or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or

For STATE ALLOTMENT

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*506*  
15/1/2000  
COLLECTOR  
JAIPUR



*Lessee shall  
deposit any  
additional  
amount  
necessary*

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.10,000.00 ( Rupees Ten thousand ) only.

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

20. The lessee / lessees shall at the expiration or sooner determination of the said term or any renewal there of deliver upto the State Government all mines, pits, shafts, inclines, drifts, levels, water ways, air ways 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 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 whereupon or under the said lands and all such machinery set up by lessee / lessees below ground which can not 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

For ISPAT ALLOY LTD.

*Michael...*  
Executive Director

*15/7/2017*  
DIRECTOR  
GENERAL



*Right of pre-emption.*

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 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 of the times in the manner and at the place specified in the notice exercising the said right.

(b) Should the right of pre-emption conferred by this present provision be exercised and 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 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

By *Mr. M. S. S. S.*  
*Mr. M. S. S. S.*

*K. S. S.*  
*15/7/2000*  
 CHIEF FACTOR  
 J. S. S.



*Right of pre-emption.*

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 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 of the times in the manner and at the place specified in the notice exercising the said right.

(b) Should the right of pre-emption conferred by this present provision be exercised and 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 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

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15/7/2000  
DIRECTOR  
JALSHAR



Government for 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 State of war or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof), the State Government with the consent of the Central Government shall from time to time and all times during the said term have the right (to be exercised by a notice in writing to the lessee/lessees) (forthwith take possession and control of the works, plant, machinery and premises of the lessee/lessees) on or in connection with the said lands or operations under this lease and during such possession or control the lessee/lessees shall conform to and obey all directions given by or on behalf of the Central Government or State Government regarding the use or employment of such works, plants, premises and minerals PROVIDED THAT fair compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee/lessees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the

For ISPAT ALL...

*Meher Singh*  
Executive Director

*10/6*  
*15/7/2020*  
COLLECTOR  
JASMER



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 that may be necessary to give effect to the provisions of this clause.

*Employment  
of foreign  
national.*

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

*Recovery of  
expenses  
incurred by  
the State  
Government.*

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

*Furnishing of  
Geophysical  
data.*

24. The lessee/lessees shall furnish :-
- a) all geophysical data relating to mining fields or engineering and ground water surveys, such as anomaly maps, sections, plans, structures, contour maps, logging collected by him/them during the course of mining operations to the Director General,

For ISPAT ALLOYS LTD.

*Michael...*  
Executive Director

*File*  
15/7/2000  
Director General



Geological Survey of India, Calcutta and to the Director of Mining & Geology, Orissa, Bhubaneswar.

- b) all information pertaining to investigations of radio active mineral collected by him/them during course of mining operations to the Secretary, Department of Atomic Energy, New Delhi and to the Director of Mines, Orissa, Bhubaneswar.

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

#### PART - VIII

#### **THE COVENANTS OF THE STATE GOVERNMENT**

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.

*Lessee/lessee  
may hold  
and enjoy  
rights  
quietly.*

For ISPAI ALLOYS LTD.

*Michael A. B. B. B.*  
Executive Director

*15/7/2012*  
COLLECT  
J. S. S. S.



*Acquisition  
of land of  
third parties  
and  
compensatio  
n thereof.*

2. If in accordance with the provision of clause 4 of Part VII of this Schedule the lessee/lessees shall offer to pay to an occupier of the surface of any part of the said lands compensation for any damage or injury which may arise from the proposed operations of the lessee/lessees and the said occupier shall refuse his consent to the exercise of the right and powers reserved to the State Government and demised to the lessee/lessees by these presents and the lessee/lessees shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the Central/State Government is satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee/lessees shall have deposited with it such further amount as the State and Central Government 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.*

3. The mining lease is renewable in terms of the provisions of the Act and the Rules made thereunder.

10 MPAL MINES LTD.

*M. K. K. K.*

*15/1/2000*  
COLLECTOR  
JAJGAR



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

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

If the lessee/lessees be desirous of taking a renewal lease of the premises hereby demised or of any parts of them for a further term from the expiration of the term hereby granted and is otherwise eligible, he/they shall prior to expiration of the last mentioned term give to the State Government (twelve calendar months) previous notice in writing and shall pay the rent, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee/lessees to be observed and performed up to the expiration of the term hereby granted. The State Government on receipt of application for renewal, shall consider it in accordance with the provisions of the Act and the rules made thereunder 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 counter part thereof execute and deliver to the lessee/lessees a renewed lease of the said premises or part thereof for the further term of 20 years at such

For ISPAT ALLOCATED

*Mr. Mohan Singh*  
Executive Director

*15/7/2000*  
COLLECTOR  
15/7/2000



rents , rates and royalties and on such terms and subject to such rents, rates and royalties and on such terms and subject to such covenants and agreements , including this present covenant to renew as shall be in accordance with the Mineral Concession Rules, 1960, applicable to CHROMITE ( name of minerals) on the day next following the expiration of the term hereby granted.

*Liberty to  
determine the  
lease*

4. The lessee/ lessees may at any time determine this lease by giving not less than twelve calender 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 damage and other moneys which may then be due and payable under these presents to the Lesser or any other person or persons and shall deliver these presents to the State Government then this lease ad the said term and liberties, power and previleges ereby granted shall absolutely cease and determine but without prejudice to and right and remedy of the lessor in respect of any breach of any of the covenants or agreements contained in these presents.

4A. The State Government may on an application made by the lessee permit him to surrender one or more minerals from his lease which is for

For ISPAT ALLOYS LTD.

*Michael Ashby*  
Executive Director

*15/7/2000*  
COLLECTOR  
J. J. J.



a group of minerals on the ground that deposits of that mineral have since exhausted or depleted to such an extent that it is no longer possible to work the mineral economically, subject to the condition that the lessee :-

- a) make an application for such surrender of mineral at least six months before the intended date of surrender; and
- b) gives an undertaking that he will not cause any hindrance 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 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 security deposit.

For ISPAT ALLOYS LTD.

*Executive Director*  
Executive Director

*15/7/2000*  
COLLECTOR  
JALPAIGURI



PART - IX

## GENERAL PROVISIONS

*Obstruction  
to inspection.*

1. In case the lessee/lessees or his/their transferee/assignee does/do not allow entry or inspection by the officer authorised by the Central or State Government under clauses (I), (j) or (1) of sub-rule (1) or 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 the notice

For ISPAT ALLOYS LTD.

*Executive Director*

*15/1/2000*  
COLLECTOR  
JALPAUR



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 clauses (1) and (2) aforementioned on earlier occasion, the State Government without giving any further notice, may impose such penalty not exceeding twice the amount of the annual dead rent specified in clause 2, Part V.

*Failure to fulfil the terms of lease 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 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 fulfillment 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 wave, flood, lighting, explosion, fire, earthquake and any other

For ISPAT ALLCO LTD.

*Michael Anthony*  
Executive Director

*15/7/2007*  
DIRECTOR  
JALPURA



happening which the lessee/lessees could not reasonably prevent or control.

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

5. The lessee/lessees having first paid and discharged rents, rates and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under 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/their 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 placed by the lessee/lessees in or upon the said lands and which the lessee/lessees is/are not bound to deliver to the State Government under clause 20 of Part VII of this Schedule and which the State Government shall not desire to purchase.

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

6. If at the end of six calendar months after the expiration or sooner determination of the said term under the provision contained in clause 4 of Part VIII of this Schedule become effective there shall remain in or upon the said land any engines, machinery, plant, buildings, structures, tramways, railways and other work, erections and conveniences or other property which are not required by the

For ISPAT ALLOYS LTD.

*Me. W. S. K. Singh*  
Executive Director

*15/7/2000*  
COLLECTOR  
JALPAIGUR



lessee/lessees in connection with operations 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 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.

*Notices.*

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

For ISPAT ALLOTMENT

*M. K. Chakravarty*  
Executive Director

*15/7/2000*  
COLLECTOR  
JALPAIGURI



*Immunity of  
the State  
Government  
from liability  
to pay  
compensation*

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

9. For the purpose of the stamp duty the anticipated royalty from the  
demised land is R.98, 93, 190.00 ( Rupees Ninety eight lacs ninety three  
thousand one hundred ninety) only per year.

For ISPAT ALLOYS LTD.

*[Signature]*  
Executive Director

*[Signature]*  
15/1/2000  
COLLECTOR  
JAJHAR



operations or undertakings will or may be substantially controlled by, any person or body of persons other than the lessee/lessees:

Provided that the State Government 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.

Provided further that when the mortgage is an Institution or a Bank or a Corporation specified in Schedule V, it shall not be necessary for the lessee/lessees to obtain any such consent of the State Government.

(1A) The State Government shall not give its consent to transfer of mining lease unless the transferee has accepted all the conditions and liabilities which the transferor was having in respect of such mining lease.

(2) Without prejudice to the above provisions the lessee/lessees may, subject to the conditions specified in the proviso to Rule 35 of the said Rules, transfer this lease or any right, title or interest therein, to a person who has filed an affidavit stating that he has filed up-to-date income tax

For SPAT DIRECTOR

*Arundhan*

15/7/2000  
COLLECTOR  
D. J. J. J.



IN WITNESS WHEREOF these presents have been executed in the manner hereunder appearing the day and year first above written. The duplicate copy of this document is a true and exact copy of the original one.

In the presence of:

Signed by the District Magistrate  
& Collector Jajpur for and on  
behalf of the Governor of Orissa.

Mukhopadhyay  
15/7/2000

1. ~~Dr. J. K. Singh~~  
Dr. An. Min. Jajpur Road.

District Magistrate and  
Collector, Jajpur J. K. Singh

2. Babu Jagannath Biswal  
070226 Sub. Jajpur Road

The common seal of M/s Ispat Alloys Limited having its registered office at Balgopalpur, Balasore-756020 has been hereunto affixed pursuant to a resolution of the Directors passed at a meeting of the Board of Directors held on the 28<sup>th</sup> June, 2000 in the presence of Mr M Mukhopadhyay who has executed these presents.

In the presence of:

Signed by

M. ISPAT ALLOYS LTD.

1. B. Kanungo s/o L.C. Kanungo  
Ispat Alloys Ltd. Balasore

Mukhopadhyay  
Execut.  
15/7/2000

2. Sarat Kumar Acharya.  
15/7/2000.  
Ispat Alloys Ltd.  
Balgopalpur.  
Balasore. (ORISSA).



CONSOLIDATED WRIT PETITION

IN THE HIGH COURT OF ORISSA: CUTTACK

(WRIT JURISDICTION)

W.P.(C) No. 4157 /2016

CODE No. 140400

In the matter of:

An application under Article 226 and 227 of the Constitution of India;

AND

In the matter of:

Infringement of the fundamental rights guaranteed to all citizens under Article 19(1)(g) of Constitution of India ;

AND

In the matter of:

Infringement of the fundamental rights guaranteed to all citizens under Articles 14, 19 and 21 of Constitution of India;

AND

In the matter of:

Infringement of the law laid down by the Hon'ble Supreme Court of India in **Samaj Parivartana Samudaya v. State of Karnataka**, IA 204 & 219, 223 & 224 in W.P. (C) 562 of 2009 in order dated 01.09.2014;

AND

In the matter of:

Approval of Stage I and Stage II environmental clearances under the Forest (Conservation) Act, 1980;



*[Handwritten signature]*



AND

In the matter of:

The Guidelines dated 10.03.2015 issued by the Ministry of Environment, Forests and Climate Change, Government of India;

AND

In the matter of:

The Notification dated 30.03.2015 issued by the Forest and Environment Department, Government of Odisha;

AND

In the matter of:

The letter dated 18.02.2016 written by the Odisha State Pollution Control Board;

AND

In the matter of:

The letter dated 22.02.2016 written by the Deputy Collector of Mines, Jajpur Road Circle, Jajpur Road, Odisha;

AND

In the matter of:

1. M/s. Balasore Alloys Ltd.

(formerly known as Ispat Alloys Limited) A company incorporated under the Companies Act, 1956, and having its registered office and works at Balgopalpur, P.O. Rasulpur, Via-Mitrapur, Balasore, District; Balasore, Orissa - 756020



*[Handwritten signature]*



2. Shri Rajendra Kumar Parakh, Son of Mr. Nauratan Mal Parakh, Director - Finance, Balasore Alloys Ltd. having its registered office and works at Balgopalpur, P.O. Rasulpur, Via-Mitrapur, Balasore, District: Balasore, Orissa-756020.

..... PETITIONERS

Versus

1. State of Odisha, Represented through its Principal Secretary, Forest and Environment Department, State Secretariat Building, Bhubaneswar, At/P.O.- Bhubaneswar, Dist.-Khurda, Odisha;
2. Union of India, represented through its Secretary, Ministry of Environment, Forests and Climate Change, Indira Paryavaran Bhavan, Allganj, Jorbag Road, New Delhi - 110003 and having its Eastern regional office at Chandra Sekharpur, Bhubaneswar - 751023, Dist.-Khurda, Odisha;
3. The Divisional Forest Officer, Cuttack Forest Division, Office at Ghatakula, Ghatakula, Naupada, Dist.-Cuttack - 753010.
4. Deputy Director Mines, Jajpur Road Circle, Jajpur Road, District.- Jajpur, Odisha.
5. State Pollution Control Board, Odisha, Department of Forest and Environment, Government of Odisha, Paribesh Bhawan, A/118, Nilakantha nagar, Unit - VIII, Bhubaneswar - 751012, Odisha.

..... OPPOSITE PARTIES



*[Handwritten signature]*

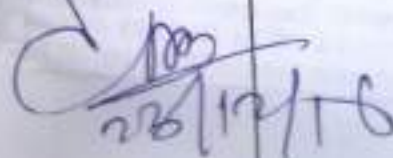


O. H. C.-98]

Sl. No. of Order	Date of Order	ORDER WITH SIGNATURE	Office note as to action (if any), taken on Order
18.	20.12.2016	<p>Counter affidavit on behalf of opposite party no.1- Union of India has been filed in this petition.</p> <p>Learned counsel for the petitioner prays for and is granted two weeks time to file rejoinder affidavit.</p> <p>List this matter in the week commencing 16<sup>th</sup> January, 2017.</p> <p>Interim order to continue till the next date of listing.</p> <p>By the next date, the State-opposite party may also file counter affidavit.</p>	

Sd/- V. Saran, L.J

Sd/- Dr B.R. Sarangi, J


  
28/12/16



Date of Application:- 23  
 Date of Notification:- 20  
 Date of Supply:- 23  
 Date of Ready:- 23  
 Date of Delivery:- 23

1244

C.A No- 93244/16

**MEMO OF COSTS**

	Rs.	P.
Application Fee.....	5	50
Searching Fee.....		
Extra Fr for Urgency.	3	00
Folios 4 Pages.....	10	00
Hologram Fee (4).....	4	00
Other Items if any.....	2	60
<b>Total</b>	<b>25</b>	<b>10</b>

(Rupees Twenty Five & Paise Ten only)

EXAMINER OF COPIES

Superintendent

COPIES

23.12.16

CERTIFIED TO BE A TRUE COPY  
 09.12.2016  
 Assistant Registrar (Estt.)  
 ORISSA HIGH COURT  
 Authorised Under Section-76 Act-I of 1872





**CONSOLIDATED WRIT PETITION**

**IN THE HIGH COURT OF ORISSA: CUTTACK**

(WRIT JURISDICTION)

**W.P.(C) No. 4157 /2016**

CODE NO. 140400

In the matter of:

An application under Article 226 and 227 of the Constitution of India;

AND

In the matter of:

Infringement of the fundamental rights guaranteed to all citizens under Article 19(1)(g) of Constitution of India ;

AND

In the matter of:

Infringement of the fundamental rights guaranteed to all citizens under Articles 14, 19 and 21 of Constitution of India;

AND

In the matter of:

Infringement of the law laid down by the Hon'ble Supreme Court of India in ***Samaj Parivartana Samudaya v. State of Karnataka***, IA 204 & 219, 223 & 224 in W.P. (C) 562 of 2009 in order dated 01.09.2014;

AND

In the matter of:

Approval of Stage I and Stage II environmental clearances under the Forest (Conservation) Act, 1980;



*[Handwritten signature]*



AND

In the matter of:

The Guidelines dated 10.03.2015 issued by the Ministry of Environment, Forests and Climate Change, Government of India;

AND

In the matter of:

The Notification dated 30.03.2015 issued by the Forest and Environment Department, Government of Odisha;

AND

In the matter of:

The letter dated 18.02.2016 written by the Odisha State Pollution Control Board;

AND

In the matter of:

The letter dated 22.02.2016 written by the Deputy Collector of Mines, Jajpur Road Circle, Jajpur Road, Odisha;

AND

In the matter of:

1. M/s. Balasore Alloys Ltd.

(formerly known as Ispat Alloys Limited) A company incorporated under the Companies Act, 1956, and having its registered office and works at Balgopalpur, P.O. Rasulpur, Via-Mitrapur, Balasore, District: Balasore, Orissa - 756020



2



2. Shri Rajendra Kumar Parakh, Son of Mr. Nauratan Mal Parakh, Director - Finance, Balasore Alloys Ltd. having its registered office and works at Balgopalpur, P.O. Rasulpur, Via-Mitrapur, Balasore, District: Balasore, Orissa-756020.

..... **PETITIONERS**

Versus

1. State of Odisha, Represented through its Principal Secretary, Forest and Environment Department, State Secretariat Building, Bhubaneswar, At/P.O.- Bhubaneswar, Dist.-Khurda, Odisha;
2. Union of India, represented through its Secretary, Ministry of Environment, Forests and Climate Change, Indira Paryavaran Bhavan, Aliganj, Jorbag Road, New Delhi - 110003 and having its Eastern regional office at Chandra Sekharpur, Bhubaneswar - 751023, Dist.- Khurda, Odisha;
3. The Divisional Forest Officer, Cuttack Forest Division, Office at Ghatakula, Ghatakula, Naupada, Dist.- Cuttack - 753010.
4. Deputy Director Mines, Jajpur Road Circle, Jajpur Road, District.- Jajpur, Odisha.
5. State Pollution Control Board, Odisha, Department of Forest and Environment, Government of Odisha, Paribesh Bhawan, A/118, Nilakantha nagar, Unit - VIII, Bhubaneswar - 751012, Odisha.

..... **OPPOSITE PARTIES**

*h*





[O. H. C.-98]

Sl. No. of Order	Date of Order	ORDER WITH SIGNATURE	Office note as to action (if any), taken on Order
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W.P.(C) Nos. 12830, 3996, 4146 and 4157 of 2016

04. 28.09.2016

Mr. A.K.Bose, learned Asst. Solicitor General appearing for the contesting opposite parties states that he is yet to receive instructions from his client. He, thus, prays for time and is allowed three weeks time to file counter affidavit. Petitioner shall have two weeks thereafter to file rejoinder affidavit.

List this matter after five weeks.

Interim order passed earlier shall continue till the next date of listing.

sd/- V. Saran. C.J.

sd/- Mr. B.R. Barwari. J.

Crystal

29.9.16



Date of Application:- 29.9.16  
 Date of Notification:- 29.9.16  
 Date of Supply:- 29.9.16  
 Date of Ready:- 29.9.16  
 Date of Delivery:- 29.9.16

C.A No- 69490/16		
MEMO OF COSTS		
	Rs.	P.
Application Fee.....	5	50
Searching Fee.....		
Extra Fee for Urgency	3	00
Folios 4 Pages.....	10	00
Hologram Fees (4).....		00
Other Items if any.....	2	60
<b>Total</b>	<b>25</b>	<b>10</b>
(Rupees Twenty Five & Paise Ten only)		
EXAMINER OF COPIES CUM SUPERINTENDENT COPYING DEPARTMENT		

29.9.16  
 ASO.



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 29.9.2016  
 Assistant Registrar (Estt.)  
 ORISSA HIGH COURT  
 Authorised Under Section-76 Act-I of 1872





8428

IN THE HIGH COURT OF ORISSA: CUTTACK,

(WRIT JURISDICTION)

W.P.(C) No. 4157 /2016

CODE No. 140400

In the matter of:

An application under Article 226 and 227 of the Constitution of India;

AND

In the matter of:

Infringement of the fundamental rights guaranteed to all citizens under Article 19(1)(g) of Constitution of India ;

AND

In the matter of:

Infringement of the fundamental rights guaranteed to all citizens under Articles 14, 19 and 21 of Constitution of India;

AND

In the matter of:

Infringement of the law laid down by the Hon'ble Supreme Court of India in **Samaj Parivartana Samudaya v. State of Karnataka**, IA 204 & 219, 223 & 224 in W.P. (C) 562 of 2009 in order dated 01.09.2014;

AND

In the matter of:

Approval of Stage I and Stage II environmental clearances under the Forest (Conservation) Act, 1980;

*[Handwritten signature]*



AND

In the matter of:

The Guidelines dated 10.03.2015 issued by the Ministry of Environment, Forests and Climate Change, Government of India;

AND

In the matter of:

The Notification dated 30.03.2015 issued by the Forest and Environment Department, Government of Odisha;

AND

In the matter of:

The letter dated 18.02.2016 written by the Odisha State Pollution Control Board;

AND

In the matter of:

The letter dated 22.02.2016 written by the Deputy Collector of Mines, Jajpur Road Circle, Jajpur Road, Odisha;

AND

In the matter of:

1. M/s. Balasore Alloys Ltd.  
(formerly known as Ispat Alloys Limited) A company incorporated under the Companies Act, 1956, and having its registered office and works at Balgopalpur, P.O. Rasulpur, Via-Mitrapur, Balasore, District: Balasore, Orissa - 756020, Represented through its Director(finance) Mr. Rajendra Kumar Parakh.





2. Shri Rajendra Kumar Parakh, Son of Mr. Nauratan Mal Parakh, Director – Finance, Balasore Alloys Ltd. having its registered office and works at Balgopalpur, P.O. Rasulpur, Via-Mitrapur, Balasore, District: Balasore, Orissa-756020.

..... **PETITIONERS**

Versus

1. State of Odisha, Represented through its Principal Secretary, Forest and Environment Department, State Secretariat Building, Bhubaneswar, At/P.O.- Bhubaneswar, Dist.-Khurda, Odisha;
2. Union of India, represented through its Secretary, Ministry of Environment, Forests and Climate Change, Indira Paryavaran Bhavan, Aliganj, Jorbag Road, New Delhi – 110003 and having its Eastern regional office at Chandra Sekharpur, Bhubaneswar – 751023, Dist.- Khurda, Odisha;
3. The Divisional Forest Officer, Cuttack Forest Division, Office at Ghatakula, Ghatakula, Naupada, Dist.- Cuttack – 753010.
4. Deputy Director Mines, Jajpur Road Circle, Jajpur Road, District.- Jajpur, Odisha.
5. State Pollution Control Board, Odisha, Department of Forest and Environment, Government of Odisha, Paribesh Bhawan, A/118, Nilakantha nagar, Unit – VIII, Bhubaneswar – 751012, Odisha.

..... **OPPOSITE PARTIES**

*[Handwritten signature]*





[O. H. C.-98]

Sl. No. of Order	Date of Order	ORDER WITH SIGNATURE	Office note as to action (if any), taken on Order
02.	04.03.2016	<p><b>W.P.(C) No.4157 of 2016</b>  <b>and</b>  <b><u>Misc. Case No.3832 of 2016</u></b></p> <p>This matter was not in the list. On being mentioned and in view of urgency, this matter is taken up by special notice.</p> <p>Heard on the Misc. Case.</p> <p>Considering the facts and submissions made, prayer is allowed. Filing of certified copies of orders at Annexures-5 and 21 is dispensed with.</p> <p>The Misc. Case No.3832 of 2016 stands disposed of.</p> <p>Issue notice on the writ petition.</p> <p>Learned counsel for the State accepts notices on behalf of opposite party nos.1, 3 and 4. Three extra copies of the writ petition be served on the learned counsel for the State.</p> <p>So far as opposite party no.2 is concerned, learned counsel for the petitioner submits that copy of this writ petition has been served on Mr. A.K. Bose, learned Asst. Solicitor General for Union of India. An extra copy of the writ petition be served on him in course of the day.</p> <p>So far as opposite party no.5 is concerned, Mr. S.K. Mishra, learned Advocate, who usually appears for the State Pollution Control Board is directed to accept notice on behalf of the opposite party no.5. An extra copy of the writ petition be served on the learned counsel for opposite party no.5.</p> <p>The matter be listed on 10.03.2016.</p> <p>Learned counsel for the State and learned counsel for the Union of India so also learned counsel for the State</p>	






[O. H. C.-98]

Sl. No. of Order	Date of Order	ORDER WITH SIGNATURE	Office note as to action (if any), taken on Order
04.	04.03.2016	<p>Pollution Control Board shall obtain necessary instructions in the meanwhile.</p> <p style="text-align: right;"><i>Sd/- S. Prakashan, J.</i></p> <p><b><u>Misc. Case No.3831 of 2016</u></b></p> <p>Heard.</p> <p>Issue notice as above.</p> <p>Considering the facts and submissions made, it is directed that status quo as on date with regard to operation of the mines in question shall be maintained till the next date.</p> <p>Urgent certified copy of this order be granted on proper application in course of the day.</p> <p style="text-align: right;"><i>Sd/- S. Prakashan, J.</i></p> <p style="text-align: center;"><i>comptrol</i> <i>04.03.16</i></p>	





Date of Application : 04.03/16  
 Date of Notification : 04.03/16  
 Date of Supply : 04.03/16  
 Date of Ready : 04.03/16  
 Date of Delivery : 4.3/16

<b>C.A No- 17059/16</b>		
<b>MEMO OF COSTS</b>		
	<b>Rs.</b>	<b>P.</b>
Application Fee.....	5	50
Searching Fee.....		
Extra Fee for Urgency.	3	00
Folios 5 Pages.....	12	50
Hologram Fees (5).....	5	00
Other items if any.....	3	25
<b>Total</b>	<b>29</b>	<b>25</b>
(Rupees Twenty Nine & Paise Twenty Five only)		
 04.03/16 ASST.	EXAMINOR OF COPIES CUM SUPERINTENDENT COPYING DEPARTMENT	



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 24.3.2016  
 Assistant Registrar (Estt)  
 ORISSA HIGH COURT,  
 Authorised Under Section-76 Act-I of 1872



W.P.(C) No. 4157 of 2016

01.07.2016 Second copy of the writ petition has been filed, which is taken on record.  
List it on 5th July, 2016.

·  
(VINEET SARAN)  
CHIEF JUSTICE

(DR.B.R.SARANGI)  
JUDGE



18. 20.12.2016 Counter affidavit on behalf of opposite party no.1-Union of India has been filed in this petition.

Learned counsel for the petitioner prays for and is granted two weeks time to file rejoinder affidavit.

List this matter in the week commencing 16th January, 2017.

Interim order to continue till the next date of listing.

By the next date, the State-opposite party may also file counter affidavit.

( VINEET SARAN )

CHIEF JUSTICE

.....

....

( DR. B.R.SARANGI )

JUDGE

dm



W.P.(C) No. 4157 of 2016

16.01.2017. A.K. Bose, learned Asst. Solicitor General for Government of India states that counter affidavit in connected W.P.(C) No.12830/2016 has been filed, which may be read as in response to the averments made in this writ petition also.

Learned counsel for the petitioners, however, submits that copy of the counter affidavit filed in the connected W.P.(C) No.12830/2016 may be served on him so as to enable the petitioners to file reply to the same.

It is thus directed that copy of the counter affidavit filed in W.P.(C) No.12830/2016 be served on the learned counsel for the petitioners in this writ petition within three days.

The petitioners in this writ petition shall have two weeks thereafter to file rejoinder affidavits.

List it immediately thereafter along with W.P.(C) No.12830/2016.

Interim order to continue till the next date of listing.

Ajaya/GDS

(VINEET SARAN)  
CHIEF JUSTICE

(DR.B.R.SARANGI)  
JUDGE



**W.P.(C) No. 4157 of 2016**

20. 26.02.2019

Heard learned counsel for the parties.

List this matter on 26.03.2019 along with W.P.(C) No.  
12015 of 2018.

Interim order passed earlier shall continue till the next  
date.

AD

.....  
( **K.S. Jhaveri** )  
**Chief Justice**

.....  
(**K.R. Mohapatra**)  
**Judge**



21. 26.03.2019

As prayed for, list this matter on 16.04.2019.

Interim order passed earlier shall continue till  
the next date.

.....  
**( K.S. Jhaveri )**  
**Chief Justice**

.....  
**( K.R. Mohapatra )**  
**Judge**



22. 16.04.2019

In view of the rejoinder affidavit filed today in W.P.(C) No.12015 of 2018, learned Central Government Counsel requests for time.

The matter to come up on 07.05.2019.

The interim order passed earlier shall continue till the next date.

.....  
**( K.S. Jhaveri )**  
**Chief Justice**

.....  
**( K.R. Mohapatra )**  
**Judge**

AKK



**W.P.(C) No.12015 of 2018, W.P.(C) Nos.  
3996,4146, 4157, 12830, 15603, 22247,  
22340, 22342 & 22382 of 2016**

23. 23.07.2019

Mr.L.Samantray, learned Standing Counsel for the State-opposite parties submits that counter affidavit will be filed by 13<sup>th</sup> August, 2019 and rejoinder to the counter affidavit shall be filed by 20<sup>th</sup> August, 2019.

Mr.A.Mohanty, learned Central Government Counsel submits that they will adopt the counter filed in W.P.(C) No.12830 of 2016 in all the cases. Accordingly, he undertakes to serve the copies of the same on other side within two weeks and will make pagination accordingly.

All these matters will come on 27<sup>th</sup> August, 2019.

Interim orders, if any shall continue till then.

.....  
**K.S. JHAVERI**  
**(CHIEF JUSTICE)**

.....  
**K.R. MOHAPATRA**  
**(JUDGE)**



**W.P.(C) No.4157 of 2016**

24. 03.12.2019                      Learned counsel for the petitioners requests for time.

The matter to come up on 17.12.2019.

Interim order passed earlier shall continue till 17.12.2019.

.....  
**( K.S. Jhaveri )**  
**Chief Justice**

.....  
**(K.R. Mohapatra)**  
**Judge**

SKG



**IN THE HIGH COURT OF ORISSA AT CUTTACK**

**W.P.(C) No. 4157 of 2016**

***M/s. Balasore Alloys Ltd.  
and Anr.***

.....

***Petitioner***

*Mr. S.D. Das, Sr. Advocate  
along with Ms. Pinky Anand,  
Sr. Advocate*

Vs.

***State of Odisha & Ors.***

.....

***Opposite parties  
State Counsel***

**CORAM:**

**DR. JUSTICE B.R. SARANGI**

**MISS JUSTICE SAVITRI RATHO**

**ORDER**

**20.05.2022**

**Order No.**

**25**

This matter is taken up through hybrid mode.

2. Since interim order has not been extended after 17.12.2019 and the matter is ready for hearing, put up this matter after the ensuing Summer Vacation.

.....  
**(DR. B.R. SARANGI)**  
**JUDGE**

.....  
**(SAVITRI RATHO)**  
**JUDGE**



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No. 4157 of 2016

*M/s Balasore Alloys Ltd. and another*

.....

**Petitioners**

*Mr. Kapil Sibal, Sr. Adv. along with*

*Mr. S.D. Das, Sr. Adv.*

Vs.

*State of Odisha and others*

.....

**Opposite Parties**

*Mr. T. Pattnaik, ASC*

*Mr. P.K. Parhi, ASGI*

**CORAM:**

**DR. JUSTICE B.R. SARANGI**

**MR. JUSTICE S.K. MISHRA**

**ORDER**

**20.06.2022**

**Order No.**

26.

This matter is taken up through hybrid mode.

2. Heard Mr. Kapil Sibal, learned Senior Counsel appearing for the petitioners; Mr. T. Pattnaik, learned Addl. Standing Counsel for the State opposite parties; and Mr. P.K. Parhi, learned Asst. Solicitor General of India for Union of India.

3. With the consent of learned counsel for the parties, as directed by the apex Court, vide order dated 06.06.2022, list this matter after two weeks along with all such matters where the order of status quo is continuing since long and the mining activities have been continuing under the order of status quo without forest clearance.

**(DR. B.R. SARANGI)**

**JUDGE**

**(S.K. MISHRA)**

**JUDGE**

*Ashok/PCD*



**F.No.8-14/2016-FC**  
Government of India  
Ministry of Environment, Forests & Climate Change  
(Forest Conservation Division)  
\*\*\*\*

Indira Paryavaran Bhawan,  
Jor Bagh Road, Aliganj,  
New Delhi: 110003,  
Dated: 25<sup>th</sup> July, 2017

To,  
**The Principal Secretary (Forests),**  
Government of Odisha,  
Bhubaneswar.

**Sub: Diversion of 64.119 ha. of Sabik Kisan forest land as on 25.10.1980 within total mining lease area of 64.463 ha. for Chromite mining in their Kaliapani Chromite Mines by M/s Balasore Alloys Ltd. in Jajpur District, Odisha**

Sir,  
I am directed to refer to the State Government's letter No. HOF(Cons)381/2015-20394/F&E dated 05.11.2016 requesting to modify the following conditions no. (ix) & (x) of para 2 of In-principal approval/Stage-I Clearance dated 18.11.2016 for penal charges in connection with diversion of 64.119 ha. of Sabik Kisan forest land as on 25.10.1980 within total mining lease area of 64.463 ha. for Chromite mining in their Kaliapani Chromite Mines by M/s Balasore Alloys Ltd. in Jajpur District, Odisha:

- (i) The User agency shall pay NPV at the rate 20 per cent for each year since the violation of Forest (Conservation) Act 1980 has commenced.
- (ii) User agency shall raise penal CA equivalent to the land utilised in violation of the provision of Forest (Conservation) Act 1980.

2. After careful examination of the proposal of the State Government for modification of above stated conditions of Stage-I approval dated 18.11.2016 and on the basis of the recommendations of the Forest Advisory Committee held on 25.04.2017 and acceptance of the same by the competent authority, the approval of the Central Government under the Forest (Conservation) Act, 1980 is hereby granted for deletion of condition No. (ix) & (x) of para 2 and inclusion of the following conditions in Stage-I Clearance letter of even no. dated 18.11.2016 for penal charges :

- (i) A committee under that chairmanship of Sh Tejender Singh PCCF, Regional Office, Bhopal with members Sh Kanwarjeet Singh APPCCF RO Nagpur, Sh Reddy APCCF RO Chennai, Sh Sanjay Deshmukh Member FAC and Sh Deepak kumar sinha IG (FC) MoEF&CC is formed to decide a policy frame work and quantum of penalty to be imposed in deliberate and unavoidable violations of provisions of FCA 1980.
- (ii) Since the User agency has violated the provisions of FC Act and Rules made thereof, the quantum of penalty shall be imposed and realised as per the recommendations of the committee, constituted for this purpose by the FAC and accepted by the competent authority in the ministry.


  
\_\_\_\_\_  
25/7/17



3. The remaining conditions as stipulated in Stage-1 Clearance letter of even no. dated 18.11.2016 remain the same.

After receipt of compliance report on fulfilment of the conditions mentioned at para (2) and (3) above, the proposal shall be considered for final approval under Section-2 of the Forest (Conservation) Act, 1980.


Yours faithfully,

  
(Sandeep Sharma) 27/3/17

Assistant Inspector General of Forests (FC)

Copy to:-

1. The Principal Chief Conservator of Forests Government of Odisha, Bhubaneswar.
2. The Nodal Officer, Office of the PCCF, Government of Odisha, Bhubaneswar.
3. The Addl. PCCF (Central), Regional Office, Bhubaneswar.
4. User Agency
5. Monitoring Cell, FC Division, MoEF&CC, New Delhi
6. Guard file.

  
(Sandeep Sharma) 27/3/17

Assistant Inspector General of Forests (FC)



F. No. 11-42/2017 - FC  
Government of India  
Ministry of Environment, Forests and Climate Change  
(Forest Conservation Division)

Indira Paryaravan Bhawan,  
Aliganj, Jorbhagh Road,  
New Delhi - 110003

Dated: 29<sup>th</sup> January, 2018

To  
The Principal Secretary (forests)  
All States/Union Territory Governments

**Sub: Activities which constitutes violations of provisions of Forest Conservation Act 1980 and rules made thereof and guidelines issued in this behalf, by user agencies and quantum of penalty to be imposed -regarding common guideline to be followed by FAC/REC while considering the proposal under FC Act 1980.**

Sir,


I am directed to invite your kind attention that the Forest Advisory Committee (FAC), constituted under Section 3 of the Forest Conservation Act 1980, while discussing proposals submitted under FC Act 1980, in its meeting held on 25.04.2017 noted with great concern somewhat inconsistent approach adopted by different Regional Empowered Committees of MoEF&CC and FAC itself in case of violations committed by user agencies of forest land in contravention of the provisions of Forest Conservation Act, 1980 and consequently recommending monetary penalty such as penal CA and penal NPV etc in addition to mandatory compensatory levies. It was observed that the decisions to classify certain activities undertaken by the user agencies as violation and quantum of penalty imposed therein for the similar offence are different on different occasions due to absence of common guidelines.

2. It was, therefore, decided by the FAC to constitute a Committee of APCCF (central) Regional Offices, MoEF&CC and a member of the FAC to examine various aspects and different situations and activities which will constitute violations of provisions rules and guidelines issued under Forest Conservation act 1980 and suggest penalty in various situations, if the activities are treated as violation and thus as offence so as to dissuade the user agencies from committing such violations in future and compensate the loss caused due to such violation.

3. Accordingly on the recommendation of FAC, the following Committee was constituted vide this Ministry's letter of even number dated 05.06.2017.

- |   |          |
|---|----------|
| i. Dr. Tejinder Singh, APCCF, Regional Office, Bhopal;    | Chairman |
| ii. Dr. Sanjay Deshmukh, Member, FAC;                     | Member   |
| iii. Sh. Kanwarjit Singh, APCCF, Regional Office, Nagpur; | Member   |
| iv. Sh. MRG Reddy, APCCF, Regional Office, Chennai;       | Member   |

4. The Committee submitted its recommendations to the Ministry on 15.05.2017 and the same was discussed in the Ministry and the final recommendation of the Committee was placed before the Forest Advisory Committee in its meeting dated 26.10.2017. The recommendation of the Committee was accepted and recommended by the FAC. The recommendations of FAC was placed before the competent authority in the Ministry. The

  
29.1.18



competent authority has accepted the report of the Committee on the recommendation of the FAC.

3. Accordingly, this Ministry has decided to adopt following guidelines while imposing penalty in various cases, on the recommendations of FAC/REC after due deliberation in its meeting, for use of forest land for non-forestry purposes in violation of the provisions of the Forest (Conservation) Act 1980, Rules made thereof and guidelines issued from time to time to implement FC Act and Rules:

**A. In cases where the proposal under FC Act has not been submitted and forest land is diverted without FC:**

- i. Diversion of forest land for non-forestry purposes without the prior approval of the competent authority in the state will be dealt under the provisions of Indian Forest Act 1927 or State Forest Acts or any other State act dealing with such land as the case may be. The land in question will not be considered as diverted under FCA 1980 and the status of land shall continue to be Forest.
- ii. If the permission for use of forest land for non-forestry purposes have been granted by the state authority without the prior approval of the central government under section 2 of the Forest Conservation Act 1980 then action under section 3A and /or 3B of FC Act, as may be applicable shall be taken against the authority causing the diversion. A report with full details of violation shall be submitted by the State Government on the recommendation of the Forest Department of the State to the Ministry of Environment, Forests & Climate Change Government of India, New Delhi and formal enquiry shall be conducted by the Regional Office of the MoEF & CC.

**B. In cases where the proposal under FC Act is under consideration and forest land is diverted before grant of FC:**

- i. The penalty for violation shall be equal to NPV of forest land per hectare for each year of violation from the date of actual diversion as reported by the inspecting officer with maximum up to five (5) times the NPV plus 12 percent simple interest till the deposits is made.
- ii. In case of public utility projects of the government the penalty shall be 20 % of the penalty proposed in para (i) above.
- iii. State government will initiate disciplinary action against the official concerned for not being able to prevent use of forest land for non-forestry purpose without prior approval of Government of India.
- iv. User agency responsible for violation shall be prosecuted under local Act of the state for unauthorized use of forest land without the permission of state authority.

**C. Violation /non-compliance of any conditions imposed while granting approval under FC Act:**

In such cases the penalty will be imposed on the recommendation of the APCCF Regional office in whose jurisdiction the alleged violation has occurred. The violation will be reported to REC/FAC and the committee will give time to comply the conditions within stipulated time:

- i. In case the offence is proved then the penalty shall be imposed for violation committed over forest area without approval equal to twice the normal NPV.
  - ii. In case of public utility projects of the government the penalty shall be 20 % of the penalty proposed in para (i) above.
- 00.00 — . . .




**D. Violation on account of change of land use in the approved mining plan:**

- i. No penalty is to be imposed for such violation if the change is as per change in mining plan duly approved by competent authority. User agency shall intimate all approvals related to change in mining plan to the regional office within one month of approval. In other cases, change in land use plan shall not be carried out without prior approval of MoEF&CC under the provisions of FCA 1980.
  - ii. Any violation of change in land use (other than mining operations), penalty of two times the NPV plus simple interest 12 per cent from the date of actual violation committed will be imposed.
  - iii. In case the approved change in mining plan is not intimated within one month of the approval the same fine shall be imposed as in para D(ii).
- E. In cases where 'Forest land' has been changed to 'non forest land' in government records:** If the violation is not attributable to the user agency, no penalty shall be imposed.

This issue with the approval of the Competent Authority.


Yours faithfully,

  
(Sandeep Sharma) 29.1.18

Assistant Inspector General of Forests

**Copy to:**

1. Prime Minister's Office
2. Secretary, Ministry of Mines/Coal/Steel/Power, Government of India.
3. Principal Chief Conservator of Forests, All States/UTs.
4. Nodal Officers, the Forest (Conservation) Act, 1980 All States/UTs.
5. All Regional Offices, Ministry of Environment, Forests and Climate Change.
6. Joint Secretary in-charge, Impact Assessment Division, MoEF&CC, New Delhi.
7. PS to Hon'ble Minister of Environment, Forests and Climate Change and Minister of State for Environment, Forests and Climate Change.
8. Chairman, State Environment Impact Assessment Authority, All States/UTs.
9. Member Secretary, State Environment Impact Assessment Authority, All States/UTs.
10. All Directors/Assistant Inspector General of Forest in Forest Conservation Division of MoEF&CC.
11. All Advisors/Directors/Dy Directors in Impact Assessment Division of MoEF&CC.
12. Sr. Director (Technical), NIC, MoEF&CC with a request to place a copy of the letter on website of this Ministry.
13. PPS to the Secretary for Environment, Forests and Climate Change, New Delhi.
14. PPS to the Director General of Forests & Special Secretary, MoEF&CC, Gol.
15. PPS to the Addl. Director General of Forests (Forest Conservation), MoEF&CC, Gol.
16. PPS to the Inspector General of Forests (Forest Conservation), MoEF&CC, Gol.
17. Guard File.

  
(Sandeep Sharma) 29.1.18

Assistant Inspector General of Forests



**BY SPEED POST**

**No. J-11015/139/2012-IA.II (M)**  
**Government of India**  
**Ministry of Environment, Forests & Climate Change**  
**Impact Assessment Division**

3rd Floor, Vayu Wing,  
Indira Paryavaran Bhawan,  
Jorbagh Road, Aliganj,  
New Delhi-110 003

**Dated: 22<sup>nd</sup> August, 2014**

**To,**

**M/s Balsore alloys Limited**  
Kaliapani Chromite Mine  
At/P.O. Kaliapani-755047

**Subject: Underground Chromite Mine of M/s Balasore Alloys Ltd., Village Kaliapani, Tehsil Sukinda, District Jajpur, Orissa (64.463 ha) (expansion from 0.42 MTPA to 0.6 MTPA and change in technology from opencast to opencast and underground)- Environmental clearance regarding.**

Sir,

This has reference to your letter No. Nil dated 04.05.2012 on the subject mentioned above and subsequent letters dated 01.10.2013 and 15.10.2013. The terms of reference to the proposal for undertaking detailed EIA study were prescribed on 11.10.2012. The proponent submitted the EIA/EMP and public hearing documents which was considered by Expert Appraisal Committee in its meeting held during 31<sup>st</sup> October & 1<sup>st</sup> November, 2013 and re-considered during March 20-21, 2014. The Committee recommended the proposal for grant of environmental clearance.

2. The proposal is for existing Kaliapani Chromite Mine (ML Area – 64.463 Ha.)at Village Kaliapani, Tehsil : Sukinda, District : Jajpur (Odisha). The Latitude & Longitude of the site is 21°00'07"-21°02'46"N and 85°44'12" - 85°47'22" E. The compliance report of the EC conditions stipulated by MoEF, New Delhi vide letter no. J -11015/341/2006-IA.II (M) dated 3<sup>rd</sup> July, 2007 were discussed. It was noted that the conditions stipulated in earlier EC were by and large complied and no specific condition is required in this regard.

3. The total mine lease area is 64.463 ha is Government Land. Modified Mining Scheme is approved by IBM vide letter no. 314(3)/2012-MCCM (CZ)/MS -11 dated 17.12.2012 under rule 10 of MCDR 1988. This is a proposal for expansion in production capacity from 0.42 MTPA & 0.6 MTPA and Change in Technology from Opencast to Opencast & Underground including mining of blocked pillars in open pit mines by Drift & Fill mining method. The Opencast process will be done by mechanized method involving drilling & blasting, loading and transportation of the excavated material. Wet drilling is performed by 100 mm dia DTH drills associated with compatible size compressors. Non cap sensitive slurry of 83mm dia cartridge like Aqua



dyne, as column charge and for secondary blasting Aqua dyne – 25 explosive cartridge of 25 mm dia will be adopted.

4. The total mineable reserves are 26.89 Million Tonnes. The anticipated life of mine is approximately 45 years. It was reported by the PP that the total waste generation at the end of the life of the mine will be 4.08 million cum. At the conceptual stage, about 32.34 ha area will be covered under waste dump. The same will be stabilized by plantation.

5. Total fresh water requirement for the project is 347.2 KLD, out of which 220 KLD is required for beneficiation Plant, 115 KLD for mining operations & Green belt and 12.2 KLD for Domestic/drinking purpose. The requirement is being met from mine discharge water & borewell. Necessary Clearance from CGWA, Ministry of Water Resource, Govt Of India for withdrawal of 53 KLD of water from bore well and 294.2 KLD of Mine Dewater with a total amount not exceeding 347.2 KLD has been obtained vide letter No. 21-4(44)/SER/CGWA/2008-1845 Dated 11.10.2013. It was reported by the PP that during Underground mining, ground water table shall be intersected. NOC for the same shall be obtained from CGWA.

6. It was reported by PP that there is no National Parks, Wildlife Sanctuaries, Biosphere Reserves, Wildlife corridors, Tiger/Elephant Reserves (existing or proposed) etc. within the study area (10 km radius of the mining lease boundary). There are two protected Forests and three Reserved Forests exist within 10 km radius of the mining lease boundary. Authenticated list of flora and fauna was submitted. The nine Schedule-I species are reported from the study area. Species Specific Conservation plan for the schedule-I species i.e. Leopard, *Panthera pardus*; Elephant, *Elephas maximus*; Sloth bear, *Melursus ursinus*; Ratel, *Mellivora capensis*; Indian pangolin, *Manis crassicaudata*; Peafowl, *Pavo cristatus*; Indian rock python, *Python molurus*; Monitor lizards, Bengal & Yellow monitor was submitted. The plan has been forwarded by Divisional Forest Officer, Cuttack forest division.

7. Baseline data for Site-specific Micro-meteorological data, ambient air quality (PM<sub>10</sub>, SO<sub>2</sub> and NO<sub>2</sub>), water quality, noise level, soil and flora and fauna was collected during Post Monsoon Season 2012 (Oct to Dec-2012). Results are found within permissible limits. The Public Hearing for the Project was conducted at Kaliapani Village on 04.04.2013. The Public Hearing was chaired by Mr. Chakrayudha Hota, Additional District Magistrate as per EIA Notification, 2006. Major issues raised during public hearing were related to treatment of Mine Drainage Water, Air pollution and control measures, ground water depletion in mining lease area, provision of check dams for irrigation of agricultural land, deforestation and peripheral development (education, health service, drinking water supply and Employment). Total cost of the project is Rs. 599.0 Crores. Capital cost for Environment Protection Measures has been earmarked Rs. 82.5 Crores along with annual recurring cost Rs. 75.7 Lakh/year.



8. The Ministry of Environment and Forests has examined the application in accordance with the EIA Notification, 2006 and hereby accords environmental clearance under the provisions thereof to the above mentioned proposal of Underground Chromite Mine of M/s Balasore Alloys Ltd. for enhancement of production from 0.42 MTPA to 0.6 MTPA (ROM) and change in technology from opencast to opencast and underground in the mine lease area of 64.463 ha located at Village Kaliapani, Tehsil Sukinda, District Jajpur, Orissa subject to implementation of the following conditions and environmental safeguards.

#### **A. Specific Conditions**

- (i) Mining shall not commence without necessary permissions for drawl of water and intersection of ground water table.
- (ii) Mitigation measures such as well-designed ventilation network within underground mine, provision of Personal Protective Equipment should be ensured and necessary training and awareness programs for mine workers should be undertaken.
- (iii) Continuous monitoring of Mine water should be done and reports furnished.
- (iv) Continuous monitoring of all drinking water sources for Cr(VI) of Mine water should be done and reports furnished.
- (v) Morbidity pattern which is a sensitive indicator of ill health with regard to Cr related diseases need to be done.
- (vi) Mine water discharge and/or any waste water shall be properly treated in an ETP/s for the removal of hexavalent chromium and to meet the prescribed standards before reuse/discharge. The run off from OB dumps and other surface run off shall be analyzed for hexavalent chrome and in case its concentration is found higher than the permissible limit, the waste water should be treated before discharge/reuse.
- (vii) The project proponent shall obtain Consent to Establish and Consent to Operate from the State Pollution Control Board, Odisha and effectively implement all the conditions stipulated therein.
- (viii) Traffic density on the route of mineral transportation shall be regularly monitored and report shall be submitted along with compliance report.
- (ix) As part of ambient air quality monitoring during operational phase of the project, the air samples shall also be analysed for their mineralogical composition and records maintained.
- (x) Mineral handling plant shall be provided with adequate number of high efficiency dust extraction system. Loading and unloading areas including all the transfer points should also have efficient dust control arrangements. These should be properly maintained and operated.
- (xi) Effective safeguard measures such as conditioning of ore with water, regular water sprinkling shall be carried out in critical areas prone to air pollution and having high levels of particulate matter such as around crushing and screening plant, loading and unloading point and transfer points. It should be ensured that the Ambient Air Quality



parameters conform to the norms prescribed by the Central Pollution Control Board in this regard.

- (xii) The project authority shall implement suitable conservation measures to augment ground water resources in the area in consultation with the Regional Director, Central Ground Water Board.
- (xiii) Regular monitoring of ground water level and quality shall be carried out in and around the mine lease by establishing a network of existing wells and installing new piezo meters during the mining operation. The periodic monitoring [(at least four times in a year- pre-monsoon (April-May), monsoon (August), post-monsoon (November) and winter (January); once in each season)] shall be carried out in consultation with the State Ground Water Board/Central Ground Water Authority and the data thus collected may be sent regularly to the Ministry of Environment and Forests and its Regional Office Bhubaneswar, the Central Ground Water Authority and the Regional Director, Central Ground Water Board. If at any stage, it is observed that the groundwater table is getting depleted due to the mining activity; necessary corrective measures shall be carried out.
- (xiv) The project proponent shall regularly monitor the flow rate of the natural water streams flowing adjacent to the mine lease and maintain the records.
- (xv) The reclaimed and rehabilitated area shall be afforested. Monitoring and management of rehabilitated areas shall continue until the vegetation becomes self-sustaining. Compliance status shall be submitted to the Ministry of Environment & Forests and its Regional Office located at Bhubaneswar on six monthly basis.
- (xvi) Dimension of the retaining wall at the toe of temporary over burden dumps and OB benches within the mine to check run-off and siltation shall be based on the rain fall data.
- (xvii) Plantation shall be raised in an area of 36.156 Ha. including a 7.5m wide green belt in the safety zone around the mining lease, backfilled and reclaimed area, around the higher benches of excavated void to be converted in to water body, roads etc. by planting the native species in consultation with the local DFO/Agriculture Department. The density of the trees should be around 2500 plants per Ha.
- (xviii) Effective safeguard measures such as regular water sprinkling shall be carried out in critical areas prone to air pollution and having high levels of SPM and RPM such as haul road, loading and unloading point and transfer points. It shall be ensured that the Ambient Air Quality parameters conform to the norms prescribed by the Central Pollution Control Board in this regard.
- (xix) Process water discharge and/or any waste water shall be properly treated to meet the prescribed standards before reuse/discharge. The runoff from temporary OB dumps and other surface run off shall be analyzed for iron and in case its concentration is found higher than the permissible limit, the waste water should be treated before discharge/reuse.



- (xx) The decanted water from the beneficiation plant and slime/tailing pond shall be re-circulated within the mine and there shall be zero discharge from the mine.
- (xxi) Regular monitoring of the flow rate of the springs and perennial nallahs shall be carried out and records maintained.
- (xxii) Regular monitoring of water quality, upstream and downstream of natural water bodies shall be carried out and record of monitoring data should be maintained and submitted to Ministry of Environment and Forests, its Regional Office, Bhubaneswar, Central Groundwater Authority, Regional Director, Central Ground Water Board, State Pollution Control Board and Central Pollution Control Board.
- (xxiii) Suitable rainwater harvesting measures on long term basis shall be planned and implemented in consultation with Regional Director, Central Ground Water Board.
- (xxiv) Vehicular emissions shall be kept under control and regularly monitored. Measures shall be taken for maintenance of vehicles used in mining operations and in transportation of mineral from mine face to the beneficiation plant. The vehicles shall be covered with a tarpaulin and shall not be overloaded.
- (xxv) Sewage treatment plant shall be installed for the colony. ETP shall also be provided for workshop and wastewater generated during mining operation.
- (xxvi) Digital processing of the entire lease area using remote sensing technique shall be carried out regularly once in three years for monitoring land use pattern and report submitted to Ministry of Environment and Forests and its Regional Office, Bhubaneswar.
- (xxvii) Pre-placement medical examination and periodical medical examination of the workers engaged in the project shall be carried out and records maintained. For the purpose, schedule of health examination of the workers should be drawn and followed accordingly.
- (xxviii) The project proponent shall take all precautionary measures during mining operation for conservation and protection of endangered fauna spotted in the study area. Action plan for conservation of flora and fauna shall be prepared and implemented in consultation with the State Forest and Wildlife Department. Necessary allocation of funds for implementation of the conservation plan shall be made and the funds so allocated shall be included in the project cost. All the safeguard measures brought out in the Wildlife Conservation Plan so prepared specific to the project site shall be effectively implemented. A copy of action plan shall be submitted to the Ministry of Environment and Forests and its Regional Office, Bhubaneswar.
- (xxix) A Final Mine Closure Plan along with details of Corpus Fund shall be submitted to the Ministry of Environment & Forests 5 years in advance of final mine closure for approval.
- (xxx) The project proponent shall undertake all the commitments made during the public hearing and effectively address the concerns raised by the locals in the public hearing as well as during consideration of the project, while implementing the project.



## **B. General Conditions**

- (i) No change in Iron Ore Processing/Beneficiation technology and scope of working should be made without prior approval of the Ministry of Environment & Forests.
- (ii) No change in the calendar plan including Processing/Beneficiation of mineral iron ore and waste should be made.
- (iii) At least four ambient air quality-monitoring stations should be established in the core zone as well as in the buffer zone for RSPM (Particulate matter with size less than 10 micron i.e., PM<sub>10</sub>) and NO<sub>x</sub> monitoring. Location of the stations should be decided based on the meteorological data, topographical features and environmentally and ecologically sensitive targets and frequency of monitoring should be undertaken in consultation with the State Pollution Control Board. The data so recorded should be regularly submitted to the Ministry including its Regional office located at Bhubaneswar and the State Pollution Control Board / Central Pollution Control Board once in six months.
- (iv) Measures should be taken for control of noise levels below 85 dBA in the work environment. Workers engaged in operations of HEMM, etc. should be provided with ear plugs / muffs.
- (v) There will be zero waste water discharge from the plant.
- (vi) 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.
- (vii) Occupational health surveillance program of the workers should be undertaken periodically to observe any contractions due to exposure to dust and take corrective measures, if needed.
- (viii) 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 Organization.
- (ix) 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 the Ministry and its Regional Office located at Bhubaneswar.
- (x) The project authorities should inform to the Regional Office located at Bhubaneswar regarding date of financial closures and final approval of the project by the concerned authorities and the date of start of land development work.
- (xi) The Regional Office of this Ministry located at Bhubaneswar shall monitor compliance of the stipulated conditions. The project authorities should extend full cooperation to the officer (s) of the Regional Office by furnishing the requisite data / information / monitoring reports.
- (xii) The project proponent shall submit six monthly reports on the status of compliance of the stipulated environmental clearance conditions



including results of monitored data (both in hard copies as well as by e-mail) to the Ministry of Environment and Forests, its Regional Office Bhubaneswar, the respective Zonal Office of Central Pollution Control Board and the State Pollution Control Board. The proponent shall upload the status of compliance of the environmental clearance conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of the Ministry of Environment and Forests, Bhubaneswar, the respective Zonal Officer of Central Pollution Control Board and the State Pollution Control Board.

- (xiii) A copy of the clearance letter shall be sent by the proponent to concerned Panchayat, Zila Parisad/ Municipal Corporation, Urban Local Body and the Local NGO, if any, from whom suggestions/ representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.
- (xiv) The State Pollution Control Board should display a copy of the clearance letter at the Regional office, District Industry Centre and the Collector's office/ Tehsildar's Office for 30 days.
- (xv) The environmental statement for each financial year ending 31<sup>st</sup> March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of environmental clearance conditions and shall also be sent to the respective Regional Office of the Ministry of Environment and Forests, Bhubaneswar by e-mail.
- (xvi) The project authorities should advertise at least in two local newspapers of the District or State in which the project is located and widely circulated, one of which shall be in the vernacular language of the locality concerned, within 7 days of the issue 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 also at web site of the Ministry of Environment and Forests at <http://envfor.nic.in> and a copy of the same should be forwarded to the Regional Office of this Ministry located at Bhubaneswar.

9. The Ministry or any other competent authority may alter/modify the above conditions or stipulate any further condition in the interest of environment protection.

10. Concealing factual data or submission of false/fabricated data and failure to comply with any of the conditions mentioned above may result in withdrawal of this clearance and attract action under the provisions of Environment (Protection) Act, 1986.

11. The above conditions will be enforced inter-alia, under the provisions of the Water (Prevention & Control of Pollution) Act, 1974, the Air (Prevention &



Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and the Public Liability Insurance Act, 1991 along with their amendments and rules made there under and also any other orders passed by the Hon'ble Supreme Court of India/ High Court of Odhisa and any other Court of Law relating to the subject matter.

12. Any appeal against this environmental clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

**(Dr. V.P. Upadhyay)**  
**Director**

**Copy to:**

- (i) The Secretary, Ministry of Mines, Government of India, Shastri Bhawan, New Delhi.
- (ii) The Secretary, Department of Environment, Government of Odhisa, Secretariat, Bhubaneswar.
- (iii) The Secretary, Department of Mines and Geology, Government of Odhisha, Secretariat, Bhubaneswar.
- (iv) The Secretary, Department of Forests, Government of Odhisha, Secretariat, Bhubaneswar.
- (v) The Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar, Delhi-110032.
- (vi) The Additional Principal Chief Conservator of Forests, Regional Office (EZ), Ministry of Environment and Forests, A-3 Chandrashekharapur, Bhubaneshwar-751023.
- (vii) The Chairman, Odhisa State Pollution Control Board, Parivesh Bhawan, A/118 Nilakantha Nagar, Unit-VIII, Bhubaneshwar-751012.
- (viii) The Controller General, Indian Bureau of Mines, Indira Bhavan, Civil Lines, Nagpur-440 001.
- (ix) The Member Secretary, Central Ground Water Authority, A2, W3 Curzon Road Barracks, K.G. Marg, New Delhi-110001.
- (x) The District Collector, Jajpur District, Government of Odhisa.
- (xi) Record File.
- (xii) MoEF Website

**(Dr. V.P. Upadhyay)**  
**Director**



**BY SPEED POST**

**No. J-11015/139/2012-IA.II (M)**  
**Government of India**  
**Ministry of Environment, Forests & Climate Change**  
**Impact Assessment Division**

3<sup>rd</sup> Floor, Vayu Wing,  
Indira Paryavaran Bhawan,  
Jorbagh Road, Aliganj,  
New Delhi-110 003  
Tele: 011-24695304

E-mail: [vp.upadhyay@nic.in](mailto:vp.upadhyay@nic.in)

**Dated: 15<sup>th</sup> December, 2014**

To  
M/s Balsore Alloys Limited,  
Kaliapani Chromite Mine,  
At/ P.O. Kaliapani-755047

Fax:06726-268520

E-mail: [sukinda\\_mines@balasorealloys.com](mailto:sukinda_mines@balasorealloys.com)

**CORRIGENDUM**

**Subject: Underground Chromite Mine of M/s Balasore Alloys Ltd., Village Kaliapani, Tehsil Sukinda, District Jajpur, Orissa (64.463 ha) (expansion from 0.42 MTPA to 0.6 MTPA and change in technology from opencast to opencast and underground)- Environmental clearance regarding.**

Sir,

This is in continuation of MoEF letter even no. dated 22<sup>nd</sup> August, 2014 granting Environmental Clearance to above mentioned project.

2. A typographical error occurred inadvertently in General condition No. (i) & (ii) of EC letter at page 6. The words in General condition 'Iron ore' & 'Iron ore and waste' need to be rectified as 'Chrome Ore' and 'Chrome Ore and waste'.

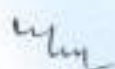
3. Hence, the General condition No. (i) & (ii) of EC letter at page 6 are now substituted as follows:

**B General Condition**

- (i) No change in Chrome ore Processing/Beneficiation technology and scope of working should be made without prior approval of the Ministry of Environment, Forests and Climate Change.
- (ii) No change in the calendar plan including Processing/Beneficiation of mineral Chrome ore and waste should be made.

4. All other terms and conditions mentioned in this Ministry's letter of even no. dated 22.08.2014 shall remain the same.

5. This issues with the approval of the Competent Authority.

  
**(Dr. V.P. Upadhyay)**  
**Scientist 'F'**



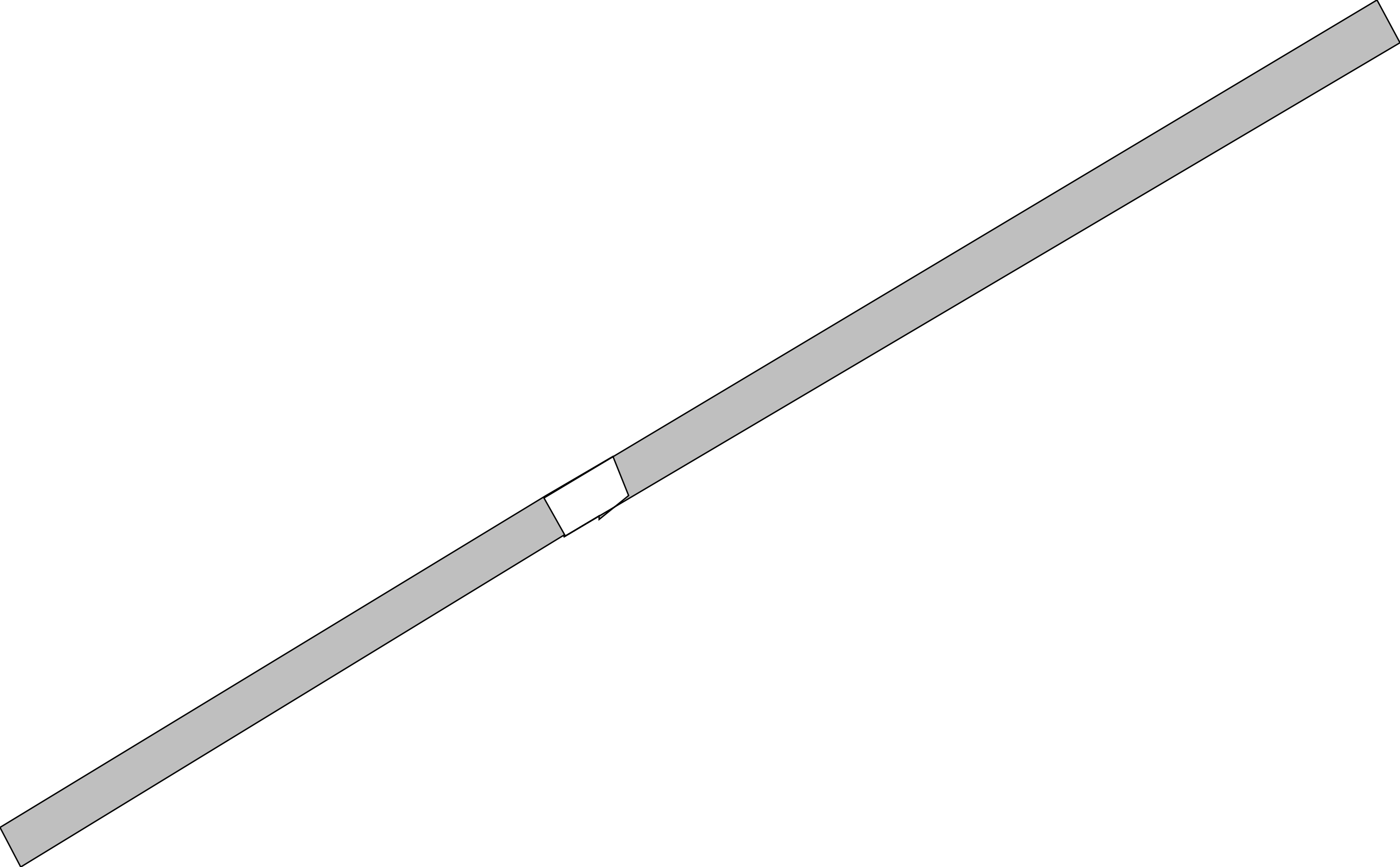
**Copy to:**

- (i) The Secretary, Ministry of Mines, Government of India, Shastri Bhawan, New Delhi.
- (ii) The Secretary, Department of Environment, Government of Odhisa, Secretariat, Bhubaneswar.
- (iii) The Secretary, Department of Mines and Geology, Government of Odhisha, Secretariat, Bhubaneswar.
- (iv) The Secretary, Department of Forests, Government of Odhisha, Secretariat, Bhubaneswar.
- (v) The Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar, Delhi-110032.
- (vi) The Additional Principal Chief Conservator of Forests, Regional Office (EZ), Ministry of Environment and Forests, A-3 Chandrashekharapur, Bhubaneswar-751023.
- (vii) The Chairman, Odhisa State Pollution Control Board, Parivesh Bhawan, A/118 Nilakantha Nagar, Unit-VIII, Bhubaneswar-751012.
- (viii) The Controller General, Indian Bureau of Mines, Indira Bhavan, Civil Lines, Nagpur-440 001.
- (ix) The Member Secretary, Central Ground Water Authority, A2, W3 Curzon Road Barracks, K.G. Marg, New Delhi-110001.
- (x) The District Collector, Jajpur District, Government of Odhisa.
- (xi) Record File.
- (xii) MoEF Website

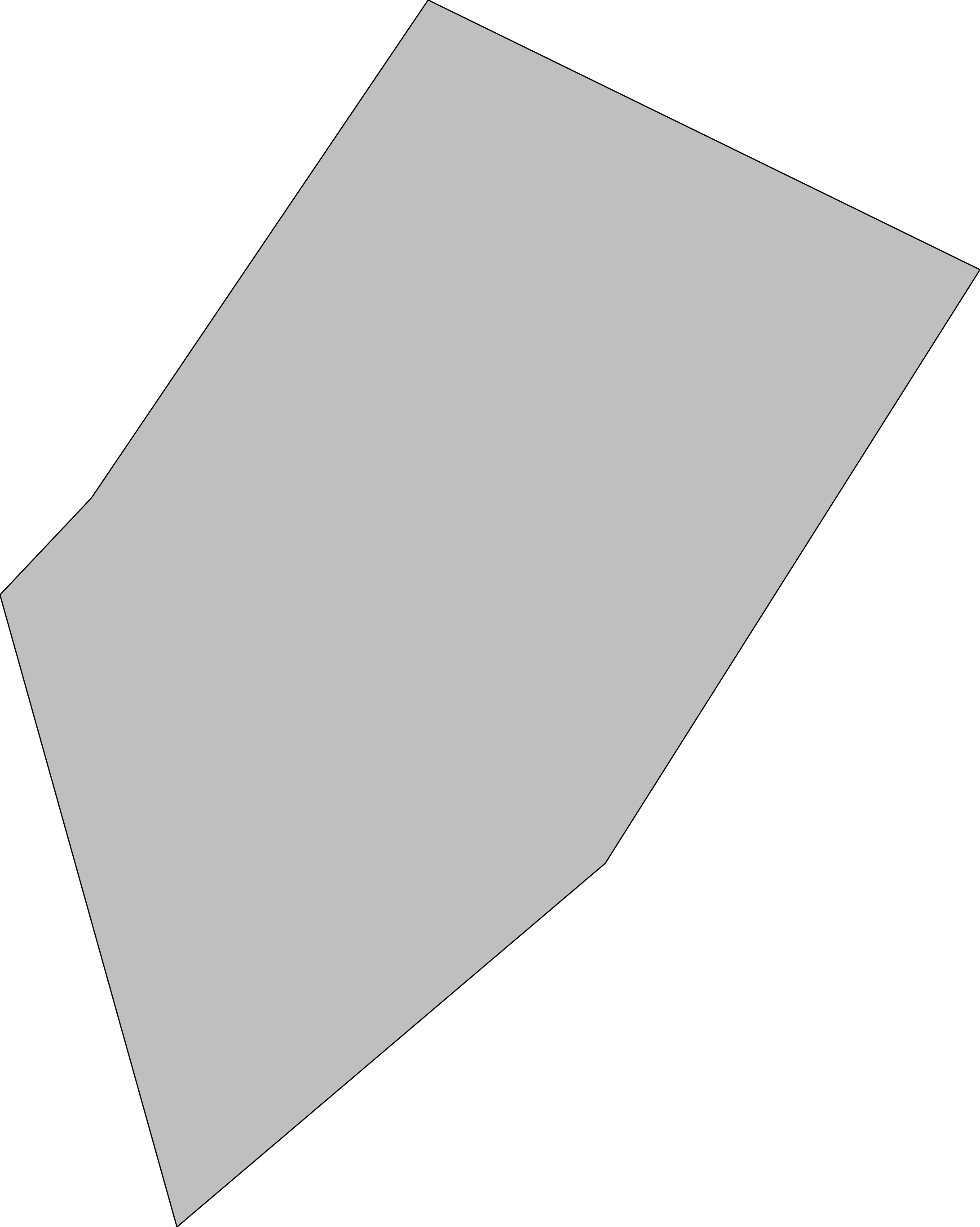
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**(Dr. V.P. Upadhyay)**  
**Scientist 'F'**













Proposal for diversion 64.119 ha. of SabikKissam forest land as on 25.10.1980 within mining lease area of 64.463 ha for Chromite mining in Kaliapani Chromite Mines of M/s Balasore Alloys Ltd in Jajpur district ,Odisha

## Undertaking

We do hereby undertake that, No labourcamp shall be established on the forest land.

For Balasore Alloys Ltd

  
Nagendra Kumar Akula  
Managing Director

COUNTERSIGNED

  
Divisional Forest Officer  
Cuttack Forest Division



**No. J-11015/139/2012-IA.II (M)**

**Government of India**

**Ministry of Environment & Forests**

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751, Paryavaran Bhavan,  
C.G.O. Complex, Lodi Road,  
New Delhi-110 003

Telefax: 011-24364067

Dated the 11<sup>th</sup> October, 2012

To

M/s Balasore Alloys Limited  
Kaliapani Chromite Mine  
At/P.O.-Kaliapani-755047  
Dist.-Jajpur (Orissa), India

**Subject: Chromite Underground Mine of M/s Balasore Alloys Ltd., Village Kaliapani, Tehsil Sukinda, Dist, Jajpur, Orissa –Prescribing of TOR-Regarding.**

With reference to your letter dated 4<sup>th</sup> May, 2012 along with the Form-I and Pre-feasibility report to increase in production from 0.42 MTPA to 0.60 MTPA and change in technology from opencast to underground. The mine lease area is 64.463 ha. No forestland is involved. Earlier EC was granted on 3.7.2007. Mine working will be underground and mechanized. Life of mine is 29 years. Ground water table has been intersected.

2. Based on the information furnished and presentation made before the Expert Appraisal Committee (EAC) for mining projects during its Meeting held on July 25-27, 2012, the following TORs are prescribed:-

- 1) Status of compliance of the earlier EC conditions along with supporting documents and photographs should be submitted.
- 2) Year-wise production details since 1994 onwards should be given clearly stating the highest production achieved in any one year prior to 1994. It may also be categorically informed whether there had been any increase in production after the EIA Notification, 1994 coming into force w.r.t. the highest production achieved prior to 1994.
- 3) A copy of the document in support of the fact that the proponent is the



rightful lessee of the mine should be given.

- 4) All documents including approved mine plan, EIA and public hearing should be compatible with one another in terms of the mine lease area, production levels, waste generation and its management and mining technology and should be in the name of the lessee.
- 5) A detailed note on technology changes should be given in the EIA report.
- 6) Does the company have a well laid down Environment Policy approved by its Board of Directors? If so, it may be detailed in the EIA report.
- 7) Does the Environment Policy prescribe for standard operating process /procedures to bring into focus any infringement / deviation / violation of the environmental or forest norms / conditions? If so, it may be detailed in the EIA.
- 8) What is the hierarchical system or Administrative order of the company to deal with the environmental issues and for ensuring compliance with the EC conditions. Details of this system may be given.
- 9) Does the company have a system of reporting of non compliances / violations of environmental norms to the Board of Directors of the company and / or shareholders or stakeholders at large? This reporting mechanism should be detailed in the EIA report.
- 10) The study area will comprise of 10 km zone around the mine lease from lease periphery and the data contained in the EIA such as waste generation etc should be for the life of the mine / lease period.
- 11) Land use of the study area delineating forest area, agricultural land, grazing land, wildlife sanctuary and national park, migratory routes of fauna, water bodies, human settlements and other ecological features should be indicated.
- 12) Land use plan of the mine lease area should be prepared to encompass pre-operational, operational and post operational phases and submitted.
- 13) Details of the land for OB dump outside the mine lease such as extent of land area, distance from mine lease, its land use, R&R issues, if any should be given.
- 14) High Resolution Satellite Imagery of the proposed area clearly showing the land use and other ecological features of the study area (core and buffer zone) should be provided.
- 15) A Certificate from the Competent Authority in the State Forest Department should be furnished confirming the involvement of forest land, if any in the project area, or otherwise, based on land use classification (revenue record) as also in terms of the definition of forest as pronounced in the judgement of the Hon'ble Supreme Court of India in the matter of T.N. Godavarman Vs. Union of India. In the event of any claim by the project proponent regarding the status of forests, the site may be inspected by the State Forest



Department along with the Regional Office of the Ministry to ascertain the status of forests, based on which the Certificate in this regard as mentioned above be issued. In all such cases, it would be desirable for representative of the State Forest Department to assist the Expert Appraisal Committees.

- 16) Status of forestry clearance for the broken up area and virgin forestland involved in the project including deposition of net present value (NPV) and compensatory afforestation (CA) should be indicated. A copy of the forestry clearance should also be furnished.
- 17) Implementation of status of recognition of forest rights under the Scheduled Tribes and other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006.
- 18) Impact of the project on the wildlife in the surrounding and any other protected area and accordingly detailed mitigative measures required should be worked out with cost implications and submitted.
- 19) The vegetation in the RF/PF area should be given. Details in this regard should be given.
- 20) A study shall be got done to ascertain the impact of the mining project on wildlife of the area including on the elephant population and details furnished.
- 21) Location of National Parks, Sanctuaries, Biosphere Reserves, Wildlife Corridors, Tiger/Elephant Reserves (existing as well as proposed), if any, within 10 km of the mine lease should be clearly indicated supported by a location map duly authenticated by Chief Wildlife Warden. Necessary clearance, if any, as may be applicable to such projects due to proximity of the ecologically sensitive areas as mentioned above should be obtained from the State Wildlife Department/ Chief Wildlife Warden under the Wildlife (Protection) Act, 1972 and copy furnished.
- 22) A detailed biological study for the study area [core zone and buffer zone (10 km radius of the periphery of the mine lease)] shall be carried out. Details of flora and fauna, duly authenticated, separately for core and buffer zone should be furnished based on field survey clearly indicating the Schedule of the fauna present. In case of any scheduled-I fauna found in the study area, the necessary plan for their conservation should be prepared in consultation with State Forest and Wildlife Department and details furnished. Necessary allocation of funds for implementing the same should be made as part of the project cost.
- 23) Impact of change of land use should be given.
- 24) R&R plan/compensation details for the project affected people should be furnished. While preparing the R&R plan, the National Rehabilitation & Resettlement Policy should be kept in view. In respect of SCs / STs and other



weaker sections, need based sample survey, family-wise, should be undertaken to assess their requirement and action programmes prepared accordingly integrating the sectoral programme of line departments of the State Government.

- 25) One season (non-monsoon) primary baseline data on ambient air quality ( $PM_{10}$ ,  $SO_2$  and  $NO_x$ ), water quality, noise level, soil and flora and fauna shall be collected and the AAQ data so collected presented date-wise in the EIA and EMP report. Site-specific meteorological data should also be collected. The location of the monitoring stations should be justified. There should be at least one monitoring station within 500 m of the mine lease in the pre-dominant downwind direction. The mineralogical composition of  $PM_{10}$  particularly for chrome and silica should be given.
- 26) Air quality modeling should be carried out for prediction of impact of the project on the air quality of the area. It should also take into account the impact of movement of vehicles for transportation of mineral. The details of the model used and input parameters used for modeling should be provided. The air quality contours may be shown on a location map clearly indicating the location of the site, location of sensitive receptors, if any and the habitation. The wind roses showing pre-dominant wind direction may also be indicated on the map.
- 27) Details of waste management from the beneficiation plant should be discussed in detail. Adequacy of the tailing disposal area for the life of the plant should be shown.
- 28) Details of the slime treatment and their management should be furnished. The safeguard measures for confinement of tailings and slimes should also be given.
- 29) Proposed treatment of run off from the slimes should be given.
- 30) Estimation of the chrome going into the washings and its management should be given.
- 31) Details of the equipment, settling pond etc. should be given.
- 32) Detailed material balance should be provided.
- 33) Source of raw material and its transportation should be given. Steps proposed to be taken to protect the ore from getting air borne should be given.
- 34) Management and disposal of tailings and closure plan of the tailing pond after the project is over should be given.
- 35) The water requirement for the project, its availability and source to be furnished. A detailed water balance should also be provided. Fresh water requirement for the project should be indicated.



- 36) Necessary clearance from the Competent Authority for drawl of requisite quantity of water for the project should be provided.
- 37) Details of water conservation measures proposed to be adopted in the project should be given.
- 38) Impact of the project on the water quality both surface and ground should be assessed and necessary safeguard measures, if any required should be provided.
- 39) Leachate study should be carried out and results furnished.
- 40) Chromite content in water in each stream, the total water received, treated and discharged should be given separately.
- 41) Water budget including run of water from the mine lease area particularly in view of the chromite content in water should be drawn and furnished.
- 42) Based on actual monitored data, it may clearly be shown whether working will intersect groundwater. Necessary data and documentation in this regard may be provided. In case the working will intersect groundwater table, a detailed hydro geological study should be undertaken and report furnished. Necessary permission from Central Ground Water Authority for working below ground water and for pumping of ground water should also be obtained and copy furnished.
- 43) Details of first order stream, if any passing through lease area and modification/ diversion proposed, if any and the impact of the same on the hydrology should be brought out.
- 44) Details of rainwater harvesting proposed, if any, in the project should be provided.
- 45) Information on site elevation, working depth, groundwater table etc. should be provided both in AMSL and bgl. A schematic diagram may also be provided for the same.
- 46) Issues relating to mine safety based on subsidence study dumps stability should be detailed. The proposed safeguard measure in this regard should also be provided.
- 47) Risk assessment should also be carried out which may address the issues relating to inundation of mine and disaster management plan to address any such situation arising.
- 48) Quantity of solid waste generation to be estimated and details for its disposal and management should be provided. The quality, volumes and methodology planned for removal and utilisation (preferably concurrently) of top soil should be indicated. Details of backfilling proposed, if any, should also be given. It may be clearly indicated that out of the total waste generated during the mine life, how much quantity would be backfilled and how much quantity would be



- disposed off in the form of external dump (number of dumps, their height, terraces etc. to be brought out).
- 49) The reclamation plan, post mine land use and progressive greenbelt development plan shall be prepared in tabular form (prescribed format) and submitted.
  - 50) Impact on local transport infrastructure due to the project should be indicated. Projected increase in truck traffic as a result of the project in the present road network (including those outside the project area) should be worked out, indicating whether it is capable of handling the increased load. Arrangement for improving the infrastructure, if contemplated (including action to be taken by other agencies such as State Government) should be covered.
  - 51) Details of the infrastructure facilities to be provided for the mine workers should be included in the EIA report.
  - 52) Conceptual post mining land use and Reclamation and Rehabilitation of mined out area (with plans and with adequate number of sections) should be given in the EIA report.
  - 53) Phase-wise plan of greenbelt development, plantation and compensatory afforestation should be charted clearly indicating the area to be covered under plantation and the species to be planted. The details of plantation already done should be given.
  - 54) Occupational health impact of project should be anticipated and preventive measures initiated. Details in this regard should be provided. Details of pre-placement medical examination and periodical medical examination schedules should be incorporated in the EMP.
  - 55) Measures of socio economic significance and influence to the local community proposed to be provided by project proponent should be indicated. As far as possible, quantitative dimensions may be given with time frame for implementation.
  - 56) Detailed environmental management plan to mitigate the environmental impacts which, should inter-alia also include the impact due to change of land use, due to loss of agricultural land and grazing land, if any, occupational health impacts besides other impacts of the projects.
  - 57) Public hearing points raised and commitment of the project proponent on the same along with time bound action plan to implement the same should be provided.
  - 58) Details of litigation pending against the project, if any, with direction /order passed by any Court of Law against the project should be given.
  - 59) The cost of the project (capital cost and recurring cost) as well as the cost




towards implementation of EMP should clearly be spelt out.

4. Besides the above, the below mentioned general points should also be followed:-
  - a) A note confirming compliance of the TOR, with cross referencing of the relevant sections / pages of the EIA report should be provided.
  - b) All documents may be properly referenced with index and continuous page numbering.
  - c) Where data are presented in the report especially in tables, the period in which the data were collected and the sources should be indicated.
  - d) Where the documents provided are in a language other than English, an English translation should be provided.
  - e) The Questionnaire for environmental appraisal of mining projects as prescribed by the Ministry shall also be filled and submitted.
  - f) Approved mine plan along with copy of the approval letter for the proposed capacity should also be submitted.
  - g) While preparing the EIA report, the instructions for the proponents and instructions for the consultants issued by MoEF vide O.M. No. J-11013/41/2006-IA.II (I) dated 4<sup>th</sup> August, 2009, which are available on the website of this Ministry should also be followed.
  - h) Changes, if any made in the basic scope and project parameters (as submitted in Form-I and the F.R for securing the TOR) should be brought to the attention of MoEF with reasons for such changes and permission should be sought, as the TOR may also have to be altered. Post Public Hearing changes in structure and content of the draft EIA/EMP (other than modifications arising out of the P.H. process) will entail conducting the PH again with the revised documentation.
5. The EIA report should also include (i) surface plan of the area indicating contours of main topographic features, drainage and mining area, (ii) geological maps and sections and (iii) sections of the mine pit and external dumps, if any, clearly showing the land features of the adjoining area.
6. The prescribed TORs would be valid for a period of two years for submission of the EIA/EMP reports, as per the O.M. No. J-11013/41/2006-IA.II (I) dated 22.3.2010.
7. After preparing the draft EIA (as per the generic structure prescribed in Appendix-III of the EIA Notification, 2006) covering the above mentioned issues, the proponent will get the public hearing conducted and take further necessary action for

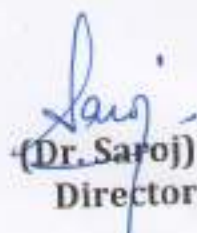


obtaining environmental clearance in accordance with the procedure prescribed under the EIA Notification, 2006.

  
(Dr. Saroj)  
Director

**Copy to:**

1. The Secretary, Ministry of Mines, Government of India, Shastri Bhawan, New Delhi.
2. The Secretary, Department of Environment, Government of Orissa, Secretariat, Bhubaneswar.
3. The Secretary, Department of Mines and Geology, Government of Orissa, Secretariat, Bhubaneswar.
4. The Secretary, Department of Forests, Government of Orissa, Secretariat, Bhubaneswar.
5. The Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar, Delhi-110032.
6. The Chief Conservator of Forests, Regional Office (EZ), Ministry of Environment and Forests, A-3 Chandrashekharpur, Bhubaneswar-751023.
7. The Chairman, Orissa State Pollution Control Board, Parivesh Bhawan, A/118 Nilakantha Nagar, Unit-VIII, Bhubaneswar-751012.
8. The Controller General, Indian Bureau of Mines, Indira Bhavan, Civil Lines, Nagpur-440 001.
9. The Member Secretary, Central Ground Water Authority, A2, W3 Curzon Road Barracks, K.G. Marg, New Delhi-110001.
10. The District Collector, Jajpur District, Government of Orissa.
11. EI Division, Ministry of Environment & Forests, EI Division, New Delhi.
12. Monitoring File.
13. Guard File.
14. Record File.

  
(Dr. Saroj)  
Director



**BY SPEED POST**

**No. J-11015/139/2012-IA.II (M)**  
**Government of India**  
**Ministry of Environment, Forests & Climate Change**  
**Impact Assessment Division**

3rd Floor, Vayu Wing,  
Indira Paryavaran Bhawan,  
Jorbagh Road, Aliganj,  
New Delhi-110 003

**Dated: 22<sup>nd</sup> August, 2014**

**To,**

**M/s Balsore alloys Limited**  
Kaliapani Chromite Mine  
At/P.O. Kaliapani-755047

**Subject: Underground Chromite Mine of M/s Balasore Alloys Ltd., Village Kaliapani, Tehsil Sukinda, District Jajpur, Orissa (64.463 ha) (expansion from 0.42 MTPA to 0.6 MTPA and change in technology from opencast to opencast and underground)- Environmental clearance regarding.**

Sir,

This has reference to your letter No. Nil dated 04.05.2012 on the subject mentioned above and subsequent letters dated 01.10.2013 and 15.10.2013. The terms of reference to the proposal for undertaking detailed EIA study were prescribed on 11.10.2012. The proponent submitted the EIA/EMP and public hearing documents which was considered by Expert Appraisal Committee in its meeting held during 31<sup>st</sup> October & 1<sup>st</sup> November, 2013 and re-considered during March 20-21, 2014. The Committee recommended the proposal for grant of environmental clearance.

2. The proposal is for existing Kaliapani Chromite Mine (ML Area – 64.463 Ha.)at Village Kaliapani, Tehsil : Sukinda, District : Jajpur (Odisha). The Latitude & Longitude of the site is 21°00'07"-21°02'46"N and 85°44'12" - 85°47'22" E. The compliance report of the EC conditions stipulated by MoEF, New Delhi vide letter no. J -11015/341/2006-IA.II (M) dated 3<sup>rd</sup> July, 2007 were discussed. It was noted that the conditions stipulated in earlier EC were by and large complied and no specific condition is required in this regard.

3. The total mine lease area is 64.463 ha is Government Land. Modified Mining Scheme is approved by IBM vide letter no. 314(3)/2012-MCCM (CZ)/MS -11 dated 17.12.2012 under rule 10 of MCDR 1988. This is a proposal for expansion in production capacity from 0.42 MTPA & 0.6 MTPA and Change in Technology from Opencast to Opencast & Underground including mining of blocked pillars in open pit mines by Drift & Fill mining method. The Opencast process will be done by mechanized method involving drilling & blasting, loading and transportation of the excavated material. Wet drilling is performed by 100 mm dia DTH drills associated with compatible size compressors. Non cap sensitive slurry of 83mm dia cartridge like Aqua



dyne, as column charge and for secondary blasting Aqua dyne – 25 explosive cartridge of 25 mm dia will be adopted.

4. The total mineable reserves are 26.89 Million Tonnes. The anticipated life of mine is approximately 45 years. It was reported by the PP that the total waste generation at the end of the life of the mine will be 4.08 million cum. At the conceptual stage, about 32.34 ha area will be covered under waste dump. The same will be stabilized by plantation.

5. Total fresh water requirement for the project is 347.2 KLD, out of which 220 KLD is required for beneficiation Plant, 115 KLD for mining operations & Green belt and 12.2 KLD for Domestic/drinking purpose. The requirement is being met from mine discharge water & borewell. Necessary Clearance from CGWA, Ministry of Water Resource, Govt Of India for withdrawal of 53 KLD of water from bore well and 294.2 KLD of Mine Dewater with a total amount not exceeding 347.2 KLD has been obtained vide letter No. 21-4(44)/SER/CGWA/2008-1845 Dated 11.10.2013. It was reported by the PP that during Underground mining, ground water table shall be intersected. NOC for the same shall be obtained from CGWA.

6. It was reported by PP that there is no National Parks, Wildlife Sanctuaries, Biosphere Reserves, Wildlife corridors, Tiger/Elephant Reserves (existing or proposed) etc. within the study area (10 km radius of the mining lease boundary). There are two protected Forests and three Reserved Forests exist within 10 km radius of the mining lease boundary. Authenticated list of flora and fauna was submitted. The nine Schedule-I species are reported from the study area. Species Specific Conservation plan for the schedule-I species i.e. Leopard, *Panthera pardus*; Elephant, *Elephas maximus*; Sloth bear, *Melursus ursinus*; Ratel, *Mellivora capensis*; Indian pangolin, *Manis crassicaudata*; Peafowl, *Pavo cristatus*; Indian rock python, *Python molurus*; Monitor lizards, Bengal & Yellow monitor was submitted. The plan has been forwarded by Divisional Forest Officer, Cuttack forest division.

7. Baseline data for Site-specific Micro-meteorological data, ambient air quality (PM<sub>10</sub>, SO<sub>2</sub> and NO<sub>2</sub>), water quality, noise level, soil and flora and fauna was collected during Post Monsoon Season 2012 (Oct to Dec-2012). Results are found within permissible limits. The Public Hearing for the Project was conducted at Kaliapani Village on 04.04.2013. The Public Hearing was chaired by Mr. Chakrayudha Hota, Additional District Magistrate as per EIA Notification, 2006. Major issues raised during public hearing were related to treatment of Mine Drainage Water, Air pollution and control measures, ground water depletion in mining lease area, provision of check dams for irrigation of agricultural land, deforestation and peripheral development (education, health service, drinking water supply and Employment). Total cost of the project is Rs. 599.0 Crores. Capital cost for Environment Protection Measures has been earmarked Rs. 82.5 Crores along with annual recurring cost Rs. 75.7 Lakh/year.



8. The Ministry of Environment and Forests has examined the application in accordance with the EIA Notification, 2006 and hereby accords environmental clearance under the provisions thereof to the above mentioned proposal of Underground Chromite Mine of M/s Balasore Alloys Ltd. for enhancement of production from 0.42 MTPA to 0.6 MTPA (ROM) and change in technology from opencast to opencast and underground in the mine lease area of 64.463 ha located at Village Kaliapani, Tehsil Sukinda, District Jajpur, Orissa subject to implementation of the following conditions and environmental safeguards.

#### **A. Specific Conditions**

- (i) Mining shall not commence without necessary permissions for drawl of water and intersection of ground water table.
- (ii) Mitigation measures such as well-designed ventilation network within underground mine, provision of Personal Protective Equipment should be ensured and necessary training and awareness programs for mine workers should be undertaken.
- (iii) Continuous monitoring of Mine water should be done and reports furnished.
- (iv) Continuous monitoring of all drinking water sources for Cr(VI) of Mine water should be done and reports furnished.
- (v) Morbidity pattern which is a sensitive indicator of ill health with regard to Cr related diseases need to be done.
- (vi) Mine water discharge and/or any waste water shall be properly treated in an ETP/s for the removal of hexavalent chromium and to meet the prescribed standards before reuse/discharge. The run off from OB dumps and other surface run off shall be analyzed for hexavalent chrome and in case its concentration is found higher than the permissible limit, the waste water should be treated before discharge/reuse.
- (vii) The project proponent shall obtain Consent to Establish and Consent to Operate from the State Pollution Control Board, Odisha and effectively implement all the conditions stipulated therein.
- (viii) Traffic density on the route of mineral transportation shall be regularly monitored and report shall be submitted along with compliance report.
- (ix) As part of ambient air quality monitoring during operational phase of the project, the air samples shall also be analysed for their mineralogical composition and records maintained.
- (x) Mineral handling plant shall be provided with adequate number of high efficiency dust extraction system. Loading and unloading areas including all the transfer points should also have efficient dust control arrangements. These should be properly maintained and operated.
- (xi) Effective safeguard measures such as conditioning of ore with water, regular water sprinkling shall be carried out in critical areas prone to air pollution and having high levels of particulate matter such as around crushing and screening plant, loading and unloading point and transfer points. It should be ensured that the Ambient Air Quality



parameters conform to the norms prescribed by the Central Pollution Control Board in this regard.

- (xii) The project authority shall implement suitable conservation measures to augment ground water resources in the area in consultation with the Regional Director, Central Ground Water Board.
- (xiii) Regular monitoring of ground water level and quality shall be carried out in and around the mine lease by establishing a network of existing wells and installing new piezo meters during the mining operation. The periodic monitoring [(at least four times in a year- pre-monsoon (April-May), monsoon (August), post-monsoon (November) and winter (January); once in each season)] shall be carried out in consultation with the State Ground Water Board/Central Ground Water Authority and the data thus collected may be sent regularly to the Ministry of Environment and Forests and its Regional Office Bhubaneswar, the Central Ground Water Authority and the Regional Director, Central Ground Water Board. If at any stage, it is observed that the groundwater table is getting depleted due to the mining activity; necessary corrective measures shall be carried out.
- (xiv) The project proponent shall regularly monitor the flow rate of the natural water streams flowing adjacent to the mine lease and maintain the records.
- (xv) The reclaimed and rehabilitated area shall be afforested. Monitoring and management of rehabilitated areas shall continue until the vegetation becomes self-sustaining. Compliance status shall be submitted to the Ministry of Environment & Forests and its Regional Office located at Bhubaneswar on six monthly basis.
- (xvi) Dimension of the retaining wall at the toe of temporary over burden dumps and OB benches within the mine to check run-off and siltation shall be based on the rain fall data.
- (xvii) Plantation shall be raised in an area of 36.156 Ha. including a 7.5m wide green belt in the safety zone around the mining lease, backfilled and reclaimed area, around the higher benches of excavated void to be converted in to water body, roads etc. by planting the native species in consultation with the local DFO/Agriculture Department. The density of the trees should be around 2500 plants per Ha.
- (xviii) Effective safeguard measures such as regular water sprinkling shall be carried out in critical areas prone to air pollution and having high levels of SPM and RPM such as haul road, loading and unloading point and transfer points. It shall be ensured that the Ambient Air Quality parameters conform to the norms prescribed by the Central Pollution Control Board in this regard.
- (xix) Process water discharge and/or any waste water shall be properly treated to meet the prescribed standards before reuse/discharge. The runoff from temporary OB dumps and other surface run off shall be analyzed for iron and in case its concentration is found higher than the permissible limit, the waste water should be treated before discharge/reuse.



- (xx) The decanted water from the beneficiation plant and slime/tailing pond shall be re-circulated within the mine and there shall be zero discharge from the mine.
- (xxi) Regular monitoring of the flow rate of the springs and perennial nallahs shall be carried out and records maintained.
- (xxii) Regular monitoring of water quality, upstream and downstream of natural water bodies shall be carried out and record of monitoring data should be maintained and submitted to Ministry of Environment and Forests, its Regional Office, Bhubaneswar, Central Groundwater Authority, Regional Director, Central Ground Water Board, State Pollution Control Board and Central Pollution Control Board.
- (xxiii) Suitable rainwater harvesting measures on long term basis shall be planned and implemented in consultation with Regional Director, Central Ground Water Board.
- (xxiv) Vehicular emissions shall be kept under control and regularly monitored. Measures shall be taken for maintenance of vehicles used in mining operations and in transportation of mineral from mine face to the beneficiation plant. The vehicles shall be covered with a tarpaulin and shall not be overloaded.
- (xxv) Sewage treatment plant shall be installed for the colony. ETP shall also be provided for workshop and wastewater generated during mining operation.
- (xxvi) Digital processing of the entire lease area using remote sensing technique shall be carried out regularly once in three years for monitoring land use pattern and report submitted to Ministry of Environment and Forests and its Regional Office, Bhubaneswar.
- (xxvii) Pre-placement medical examination and periodical medical examination of the workers engaged in the project shall be carried out and records maintained. For the purpose, schedule of health examination of the workers should be drawn and followed accordingly.
- (xxviii) The project proponent shall take all precautionary measures during mining operation for conservation and protection of endangered fauna spotted in the study area. Action plan for conservation of flora and fauna shall be prepared and implemented in consultation with the State Forest and Wildlife Department. Necessary allocation of funds for implementation of the conservation plan shall be made and the funds so allocated shall be included in the project cost. All the safeguard measures brought out in the Wildlife Conservation Plan so prepared specific to the project site shall be effectively implemented. A copy of action plan shall be submitted to the Ministry of Environment and Forests and its Regional Office, Bhubaneswar.
- (xxix) A Final Mine Closure Plan along with details of Corpus Fund shall be submitted to the Ministry of Environment & Forests 5 years in advance of final mine closure for approval.
- (xxx) The project proponent shall undertake all the commitments made during the public hearing and effectively address the concerns raised by the locals in the public hearing as well as during consideration of the project, while implementing the project.



## **B. General Conditions**

- (i) No change in Iron Ore Processing/Beneficiation technology and scope of working should be made without prior approval of the Ministry of Environment & Forests.
- (ii) No change in the calendar plan including Processing/Beneficiation of mineral iron ore and waste should be made.
- (iii) At least four ambient air quality-monitoring stations should be established in the core zone as well as in the buffer zone for RSPM (Particulate matter with size less than 10 micron i.e., PM<sub>10</sub>) and NO<sub>x</sub> monitoring. Location of the stations should be decided based on the meteorological data, topographical features and environmentally and ecologically sensitive targets and frequency of monitoring should be undertaken in consultation with the State Pollution Control Board. The data so recorded should be regularly submitted to the Ministry including its Regional office located at Bhubaneswar and the State Pollution Control Board / Central Pollution Control Board once in six months.
- (iv) Measures should be taken for control of noise levels below 85 dBA in the work environment. Workers engaged in operations of HEMM, etc. should be provided with ear plugs / muffs.
- (v) There will be zero waste water discharge from the plant.
- (vi) 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.
- (vii) Occupational health surveillance program of the workers should be undertaken periodically to observe any contractions due to exposure to dust and take corrective measures, if needed.
- (viii) 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 Organization.
- (ix) 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 the Ministry and its Regional Office located at Bhubaneswar.
- (x) The project authorities should inform to the Regional Office located at Bhubaneswar regarding date of financial closures and final approval of the project by the concerned authorities and the date of start of land development work.
- (xi) The Regional Office of this Ministry located at Bhubaneswar shall monitor compliance of the stipulated conditions. The project authorities should extend full cooperation to the officer (s) of the Regional Office by furnishing the requisite data / information / monitoring reports.
- (xii) The project proponent shall submit six monthly reports on the status of compliance of the stipulated environmental clearance conditions



including results of monitored data (both in hard copies as well as by e-mail) to the Ministry of Environment and Forests, its Regional Office Bhubaneswar, the respective Zonal Office of Central Pollution Control Board and the State Pollution Control Board. The proponent shall upload the status of compliance of the environmental clearance conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of the Ministry of Environment and Forests, Bhubaneswar, the respective Zonal Officer of Central Pollution Control Board and the State Pollution Control Board.

- (xiii) A copy of the clearance letter shall be sent by the proponent to concerned Panchayat, Zila Parisad/ Municipal Corporation, Urban Local Body and the Local NGO, if any, from whom suggestions/ representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.
- (xiv) The State Pollution Control Board should display a copy of the clearance letter at the Regional office, District Industry Centre and the Collector's office/ Tehsildar's Office for 30 days.
- (xv) The environmental statement for each financial year ending 31<sup>st</sup> March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of environmental clearance conditions and shall also be sent to the respective Regional Office of the Ministry of Environment and Forests, Bhubaneswar by e-mail.
- (xvi) The project authorities should advertise at least in two local newspapers of the District or State in which the project is located and widely circulated, one of which shall be in the vernacular language of the locality concerned, within 7 days of the issue 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 also at web site of the Ministry of Environment and Forests at <http://envfor.nic.in> and a copy of the same should be forwarded to the Regional Office of this Ministry located at Bhubaneswar.

9. The Ministry or any other competent authority may alter/modify the above conditions or stipulate any further condition in the interest of environment protection.

10. Concealing factual data or submission of false/fabricated data and failure to comply with any of the conditions mentioned above may result in withdrawal of this clearance and attract action under the provisions of Environment (Protection) Act, 1986.

11. The above conditions will be enforced inter-alia, under the provisions of the Water (Prevention & Control of Pollution) Act, 1974, the Air (Prevention &



Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and the Public Liability Insurance Act, 1991 along with their amendments and rules made there under and also any other orders passed by the Hon'ble Supreme Court of India/ High Court of Odhisa and any other Court of Law relating to the subject matter.

12. Any appeal against this environmental clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

**(Dr. V.P. Upadhyay)**  
**Director**

**Copy to:**

- (i) The Secretary, Ministry of Mines, Government of India, Shastri Bhawan, New Delhi.
- (ii) The Secretary, Department of Environment, Government of Odhisa, Secretariat, Bhubaneswar.
- (iii) The Secretary, Department of Mines and Geology, Government of Odhisha, Secretariat, Bhubaneswar.
- (iv) The Secretary, Department of Forests, Government of Odhisha, Secretariat, Bhubaneswar.
- (v) The Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar, Delhi-110032.
- (vi) The Additional Principal Chief Conservator of Forests, Regional Office (EZ), Ministry of Environment and Forests, A-3 Chandrashekharapur, Bhubaneshwar-751023.
- (vii) The Chairman, Odhisa State Pollution Control Board, Parivesh Bhawan, A/118 Nilakantha Nagar, Unit-VIII, Bhubaneshwar-751012.
- (viii) The Controller General, Indian Bureau of Mines, Indira Bhavan, Civil Lines, Nagpur-440 001.
- (ix) The Member Secretary, Central Ground Water Authority, A2, W3 Curzon Road Barracks, K.G. Marg, New Delhi-110001.
- (x) The District Collector, Jajpur District, Government of Odhisa.
- (xi) Record File.
- (xii) MoEF Website

**(Dr. V.P. Upadhyay)**  
**Director**



**BY SPEED POST**

**No. J-11015/139/2012-IA.II (M)**  
**Government of India**  
**Ministry of Environment, Forests & Climate Change**  
**Impact Assessment Division**

3<sup>rd</sup> Floor, Vayu Wing,  
Indira Paryavaran Bhawan,  
Jorbagh Road, Aliganj,  
New Delhi-110 003  
Tele: 011-24695304

E-mail: [vp.upadhyay@nic.in](mailto:vp.upadhyay@nic.in)

**Dated: 15<sup>th</sup> December, 2014**

To  
M/s Balsore Alloys Limited,  
Kaliapani Chromite Mine,  
At/ P.O. Kaliapani-755047

Fax:06726-268520

E-mail: [sukinda\\_mines@balasorealloys.com](mailto:sukinda_mines@balasorealloys.com)

**CORRIGENDUM**

**Subject: Underground Chromite Mine of M/s Balasore Alloys Ltd., Village Kaliapani, Tehsil Sukinda, District Jajpur, Orissa (64.463 ha) (expansion from 0.42 MTPA to 0.6 MTPA and change in technology from opencast to opencast and underground)- Environmental clearance regarding.**

Sir,

This is in continuation of MoEF letter even no. dated 22<sup>nd</sup> August, 2014 granting Environmental Clearance to above mentioned project.

2. A typographical error occurred inadvertently in General condition No. (i) & (ii) of EC letter at page 6. The words in General condition 'Iron ore' & 'Iron ore and waste' need to be rectified as 'Chrome Ore' and 'Chrome Ore and waste'.

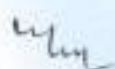
3. Hence, the General condition No. (i) & (ii) of EC letter at page 6 are now substituted as follows:

**B General Condition**

- (i) No change in Chrome ore Processing/Beneficiation technology and scope of working should be made without prior approval of the Ministry of Environment, Forests and Climate Change.
- (ii) No change in the calendar plan including Processing/Beneficiation of mineral Chrome ore and waste should be made.

4. All other terms and conditions mentioned in this Ministry's letter of even no. dated 22.08.2014 shall remain the same.

5. This issues with the approval of the Competent Authority.

  
**(Dr. V.P. Upadhyay)**  
**Scientist 'F'**



**Copy to:**

- (i) The Secretary, Ministry of Mines, Government of India, Shastri Bhawan, New Delhi.
- (ii) The Secretary, Department of Environment, Government of Odhisa, Secretariat, Bhubaneswar.
- (iii) The Secretary, Department of Mines and Geology, Government of Odhisha, Secretariat, Bhubaneswar.
- (iv) The Secretary, Department of Forests, Government of Odhisha, Secretariat, Bhubaneswar.
- (v) The Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar, Delhi-110032.
- (vi) The Additional Principal Chief Conservator of Forests, Regional Office (EZ), Ministry of Environment and Forests, A-3 Chandrashekharapur, Bhubaneswar-751023.
- (vii) The Chairman, Odhisa State Pollution Control Board, Parivesh Bhawan, A/118 Nilakantha Nagar, Unit-VIII, Bhubaneswar-751012.
- (viii) The Controller General, Indian Bureau of Mines, Indira Bhavan, Civil Lines, Nagpur-440 001.
- (ix) The Member Secretary, Central Ground Water Authority, A2, W3 Curzon Road Barracks, K.G. Marg, New Delhi-110001.
- (x) The District Collector, Jajpur District, Government of Odhisa.
- (xi) Record File.
- (xii) MoEF Website

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**(Dr. V.P. Upadhyay)**  
**Scientist 'F'**