

Date : 05-08-2019

To,
The Chairman,
State Environmental Impact Assessment Authority (SEIAA)
Andhra Pradesh.

Sub: Environmental Clearance issued to Mine Lease Area of 2.157 hectares
in Sy.No: 934/28(P) 934/29(P) in Konidena Village, Ballikurva Mandal,
Prakasam District – Transfer of Environmental Clearance order – Reg

Ref: Environmental Clearance order vide no.
DEIAA/AP/PKM/86/MIN/2018-241, Dated: 24-07-2018

Sir,

We are very grateful to Honourable State Environmental Impact Assessment Authority (SEIAA),Prakasam District, Andhra Pradesh for according Environmental Clearance to M/s. N.V. Exports Vide order no: DEIAA/AP/PKM/86/MIN/2018-241, Dated:24-07-2018 for Mine Lease Area of 2.157 hectares in Sy No. 934/28(P) 934/29(P) in Konidena Village, Ballikurva Mandal, Prakasam District. A copy of the Environmental Clearance order is enclosed as Annexure – I for your kind reference.

With reference to the above subject, I would like to bring to kind notice that I M/s Hanuman Exports Lessee has taken over the Mine Lease Area of M/s N.V. Exports in Sy no: 934/28(P) 934/29(P) in Konidena Village, Ballikurava Mandal, Prakasam District.

We are here with Submitting the Proceedings No.3070/R3-2/2019, Dated: 28-06-2019 and execution orders issued by Assistant Director, Department of Mines & Geology, Ongole for Transfer of Mine Lease area form M/S. N.V. Exports to M/S. Hanuman Exports – Lessee vide Proceedings No: 6001/Q2/2010 Dated: 12-07-2019. Copies of the Transfer of Mine Lease area orders are enclosed as Annexure – II for your kind reference.

Email:hanumanexportsmtr@gmail.com

In addition to the above we are also submitting the affidavit that, I will abide by all the stipulations of Environmental Clearance order issued to M/S. N.V. Exports mine and a copy of the same is enclosed as Annexure – III and no Objection certificate issued by N.V. Exports lessee for transfer of Environmental Clearance order to M/s Hanuman Exports and a copy of the same is enclosed as Annexure – IV. We are here with submitting updated Form – I enclosed as Annexure – V.

As per the G.O.RT No.3 Dated: 04-01-2016 issued by Government of Andhra Pradesh, we are here with submitting a DD for Rs.5000/- through DD No. 027674 Dated: 30-08-2019 drawn in favour of the Member Secretary, SEIAA, Andhra Pradesh for Environmental Clearance Processing fee.

We request your good selves to kindly transfer Environmental Clearance Order issued to M/s N.V. Exports to M/s Hanuman Exports issue at the earliest.

Thanking you,

Yours faithfully,

For: M/S Hanuman Exports

(Earlier: M/s. N.V. Exports)

For HANUMAN EXPORTS

T. Tulasi

T. Tulasi (Managing Partner),

Lessee

भारतीय स्टेट बैंक
State Bank of India
Branch: KEN
/CODE No: 07534
/No. 08404-274522

मांगड्राफ्ट
DEMAND DRAFT

Key: WILMEQ
Sr. No: 641094

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मांगे जानेपर MEMBER SECRETARY SEIAA ANDHRAPRADESH*****

या उनके आदेश पर
OR ORDER

ON DEMAND PAY
रुपये RUPEES Five Thousand Only

अदा करें ₹ 5000.00

ICI 000478027674
Name of Applicant

Key: WILMEQ Sr. No: 641094
NARAHARI KALUVA

AMOUNT BELOW 5001(5/4)

मूल्य प्राप्त / VALUE RECEIVED



भारतीय स्टेट बैंक

STATE BANK OF INDIA

उदाहरण शाखा / DRAWEE BRANCH: CITY BRANCH - HYD
कोड नं. /CODE No: 20073

अधिकृत हस्ताक्षर / AUTHORIZED SIGNATORY
शाखा प्रबंधक / BRANCH MANAGER
G. SUBBA RAO

कम्प्यूटर द्वारा मुद्रित होने पर ही वैध
VALID ONLY IF COMPUTER PRINTED

केवल 3 महीने के लिए वैध
VALID FOR 3 MONTHS ONLY

11,50,000/- एवं अधिक के लिए बैंक अधिकारियों के आदेश पर ही वैध है।
INSTRUMENTS FOR 11,50,000/- & ABOVE ARE VALID ONLY ON THE BASIS OF TWO OFFICERS
SS No. R. 12171

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District Level Environment Impact Assessment Authority (DEIAA)
Prakasam District, Andhra Pradesh
Government of India
Ministry of Environment Forest & Climate Change
APSC Building, 1st Floor, A.K. Nagar, Nellore - 524 004.

Order No. DEIAA/AP/PKM/B6/MIN/2018-

24

Dt:24.07.2018

Sub: DEIAA, Prakasam District - 2.157 Ha - Colour granite Mine of M/s. N.V. Exports, Sy No.934/28(P) & 934/29(P), Konidena Village, Ballikurva Mandal, Prakasam District - Environmental Clearance - Issued - Reg.

- I. This has reference to your application dated 31.03.2018 seeking Environmental Clearance to carry out Colour Granite Mine in an extent of 2.157 Ha at Sy No.934/28(P) & 934/29(P), Konidena Village, Ballikurva Mandal, Prakasam District in favour of M/s. N.V. Exports. It was reported that the nearest human habitation viz., Konidena village is existing at a distance of about 2.75km. from the proposed mine area. It was noted that the capital investment of the project is Rs 150.0 Lakhs and capacity of the project is as follows:

Mining of Colour Granite	8,393 Cum/Annum in 2.157 Ha
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- II. The location of the mine is as follows:

Latitude	Longitude
16 ^o 01' 57.6"	80 ^o 02' 17.5"
16 ^o 02' 00.4"	80 ^o 02' 18.3"
16 ^o 01' 58.3"	80 ^o 02' 22.4"
16 ^o 01' 55.7"	80 ^o 02' 27.7"
16 ^o 01' 53.9"	80 ^o 02' 26.6"
16 ^o 01' 56.4"	80 ^o 02' 21.2"

- III. It is a semi-mechanized open cast mine. The total mine lease area is 2.157 Ha.

The proposal has been examined and processed in accordance with EIA Notification, 2006 and its amendments thereof. The District Level Expert Appraisal Committee (DEAC) examined the application in its meeting held on 31.05.2018 and the committee noted that this is a New Mine. The Department of Mines & Geology, Ibrahimpatnam has in principle granted quarry lease vide Notice No.14815/R3-2/2016 dated 16.10.2017. The Asst. Director (Mines & Geology), Ongole has certified that there are 4 No. of quarry leases to the total extent of 13.568 Ha existing within 500 mtrs. from the peripheral boundary of the quarry lease held by M/s. N.V. Exports, which are below 5.0 Ha vide Lr. No.6001/Q/2010 dated 16.03.2018. As per the MoEF&CC Notification S.O. 141(E) dated 15.01.2016 and MoEF&CC, Notification S.O. 2269 (E) dated 01.07.2016, there is requirement for preparation & furnishing of EMP for all leases in the cluster. The proponent has submitted cluster EMP. The Committee recommended for issue of Environmental clearance to this proposed Colour granite mining project. The District Level Environment Impact Assessment Authority (DEIAA), in its meeting held on 03.07.2018 examined the proposal and agreed with the recommendations of DEAC for issue Environmental Clearance. The DEIAA hereby accords Environmental



Clearance to the project as mentioned at Para No. 1 under the provisions of the EIA Notification 2006 and its subsequent amendments issued under Environment (Protection) Act, 1986 subject to implementation of the following specific and general conditions:

A. Specific Conditions:

The project proponent shall maintain the setback distance 7.5 meters buffer zone all around the mine lease area for green belt development and other conditions to be fulfilled.

B. Air Pollution :-

- i. Greenbelt shall be developed along the boundary of mining lease area and also in back filled and reclaimed areas with tall growing native species in consultation with the local DFO/Agriculture Department. The proponent of mine shall carry mining operations in such a manner so as to cause least damage to the flora of the mining area and nearby areas. He shall take immediate measures for planting in the same area or any other area selected by authorities not less than twice the number of trees going to be felled by mining operations. He shall also take measures for restoration of other flora /fauna if damaged by mining operations.
- ii. Fugitive dust emissions from all the sources should be controlled regularly. Water spraying arrangement of haul roads, loading and unloading and at transfer points should be provided and properly maintained.
- iii. The proponent shall take appropriate measures to ensure that the GLC shall comply with the revised NAAQ norms notified by MoE&F, GOI on 16.11.2009.
- iv. The following measures are to be implemented to reduce air pollution during transportation of mineral :-
 - Roads shall be graded to mitigate the dust emission.
 - Water shall be sprinkled at regular interval on the main haul road and other service roads by water sprinklers to suppress dust.
- v. The proponent shall take precautions against noise arising out of mining operations and shall be abated or controlled at the source so as to keep it within the permissible limits notified under Environment (Protection) Act, 1986/ Noise Pollution (Regulations & Control) Rules, 2010 to implementing the following noise control measures :-
 - Proper and regular maintenance of vehicles and other equipment.
 - Limiting time exposure of workers to excessive noise.
 - The workers employed shall be provided with protection equipment an earmuffs etc.
 - Speed of trucks entering or leaving the mine is to be limited to moderate speed of 25 kmph to prevent undue noise from empty trucks.
- vi. Whenever any damage to public buildings or monuments is apprehended due to their proximity to the mining lease area, scientific investigation shall be carried out by the holder of mining lease so as to keep the ground vibrations caused by mining operations within safe limit.
- vii. Measures should be taken to comply with the provisions laid under Noise Pollution (Regulation and Control) (Amendment) Rules, 2010; dt. 11.01.2010 issued by the MoE&F, GOI to control noise to the prescribed levels. Workers engaged in operations of HEMM etc. should be provided with ear plugs/ muffs.

- xv. The DEIAA or any other competent authority may alter/modify the above conditions or stipulate any further condition in the interest of environment protection.
- xvi. The proponent shall obtain all other mandatory clearances from respective departments.
- xvii. 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.
- xviii. Concealing the 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.
- xix. The DEIAA may revoke or suspend the order, if implementation of any of the above conditions is not satisfactory. The DEIAA reserves the right to alter/modify the above conditions or stipulate any further condition in the interest of environment protection.
- xx. 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.

Sd/-
DISTRICT COLLECTOR & CHAIRMAN
OF THE DEIAA, PRAKASAM DISTRICT

To
Sri N. Venkateswara Reddy, Mg. Partner,
(M/s. N.V. Exports)
Door No.36-18(F), Saibaba Nagar,
Kurnool Road, Ongole,
Prakasam District - 523 002.



//T.C.F.B.O//


ENVIRONMENTAL ENGINEER
APPCB, RO :: NELLORE

GOVERNMENT OF ANDHRA PRADESH
PROCEEDINGS OF THE DIRECTOR OF MINES AND GEOLOGY :: IBRAHIMPATNAM
[PRESENT : SRI I. SRINIVAS SRI NARESH, I.A.S., DIRECTOR(FAC)]

Proceedings No.3070/R3-2/2019

Dated:28.06.2019.

Sub:- Mines & Quarries – Transfer of Quarry Lease for Colour Granite over an extent of 2.157 Hectares in Sy.No.934/28(P) & 934/29(P) of Konidena Village, Ballikurava Mandal, Prakasam District held by M/s. N.V. Exports, Mg. Partner: Sri N. Venkateswara Reddy infavour of M/s. Hanuman Exports, Mg. Partner: Smt. T. Tulasi for the un-expired portion of lease period i.e., upto 08.11.2038 – Permission – Accorded – Orders – Issued.

- Ref:-
1. This office Proceedings No.14815/R3(2)/2016, dt:31.10.2018.
 2. Transfer application in Form-R dated:26.04.2019 by M/s. N.V. Exports, Mg. Partner: Sri N. Venkateswara Reddy.
 3. Transfer application in Form-R dated:216.04.2019 affidavit filed by M/s. Hanuman Exports, Mg. Partner: Smt. T. Tulasi.
 4. Letter No.6001/Q2/2010, dated.09.05.2019 from ADM&G, Ongole.

ORDER:

Through the reference 1st cited, a Quarry Lease for Colour Granite over an extent of 2.157 Hectares in Sy.No.934/28(P) & 934/29(P) of Konidena Village, Ballikurava Mandal, Prakasam District was granted in favour of M/s. N.V. Exports, Mg. Partner: Sri N. Venkateswara Reddy for a period of 20 years. The Assistant Director of Mines and Geology, Ongole vide Proceeding No.6001/Q2/2010, dated.09.11.2018 was executed the lease deed and the lease will be in force upto 08.11.2038.

Through the reference 2nd cited, M/s. N.V. Exports, Mg. Partner: Sri N. Venkateswara Reddy filed transfer application in Form-R and submitted notarized affidavit stating that they are unable to do quarrying operations in the said quarry lease and no suitable market for the quarry lease in his own and financial position is also not permitting him to continue further quarrying. Hence, it is decided to transfer the quarry lease in favour of M/s. Hanuman Exports, Mg. Partner: Smt. T. Tulasi and there is no speculation involved in the transfer of the quarry lease except the amount of Rs.2,20,000/- which was received towards consideration of amount and requested to transfer the quarry lease over the subject area.

Through the reference 3rd cited, the transferee i.e., M/s. Hanuman Exports, Mg. Partner: Smt. T. Tulasi through notarized affidavit has stated that they are approached the transferor and also stated that they are financially sound with men and machinery, confident of developing the quarry systematically and having a existing Granite Cutting and Polishing Unit located in Sy.No.633 of Lambadi Thanda, Martur Village and Mandal, Prakasam District with MDL Use ID No.MDL0107001968 which is lacking continuous supply of raw material and as such they are satisfying Rule 12(5)(viii)(a) of APMMC Rules, 1966 amended vide G.O.Ms.No.58, dated.08.03.2019 of Ind. & Comm. (M.II) Department. Further, they have expressed their willingness to take over the quarry lease over the subject area for the unexpired period i.e., 08.11.2038 and they have accepted for transfer duly paying the consideration amount of Rs.2,20,000/- towards expenditure incurred by them towards dead rents and other incidental charges.

The Assistant Director of Mines and Geology, Ongole vide reference 4th cited, has submitted proposals stating that a transfer application is received in the prescribed format in Form-R under Rule 12(5)(h)(viii)(a) of APMMC Rules, 1966, Granite and Conservation Act, 1999 from M/s. N.V. Exports, Mg. partner: Sri N. Venkateswara Reddy to transfer quarry lease in favour of M/s. Hanuman Exports, Mg. Partner: Smt. T. Tulasi. The transferee possess Granite cutting and polishing unit established in the year 2010 at Sy.No.633, Martur Village, Prakasam District.

The Assistant Director of Mines and Geology, Ongole while furnishing the inspection report has further reported that the subject area was inspected on 07.05.2019 by Assistant Geologist and reported that geologically the transfer quarry lease applied area belongs to Archean group of rocks and lithologically it is a Charnockite with phenocrysts of grayish feldspar, which exhibits of porphyritic texture. The rock is useful for cutting and polishing and having market as Colour Granite and locally called as "Steel Grey" in commercial parlance which is having good demand in local domestic market within the country and now demand in export market is also being increasing in positive trend as the market price is less than the other variety of granites available in nearby places and the Surveyor reported that the transfer applied area has been check surveyed by the surveyor of his office on 07.05.2019 and reported that the boundaries are verified with the original lease deed plan and found intact.

Further, the transferee has submitted a original challan No.30017883252019, dt.09.05.2019 for Rs.6,47,100/- paid 3 times of dead rent towards charges for transfer as per G.O.Ms.No.58, dt.08.03.2019.

Finally, the Assistant Director of Mines and Geology, Ongole has recommended for transfer of quarry lease held by M/s. N.V. Exports, Mg. Partner: Sri N. Venkateswara Reddy for Colour Granite over an extent of 2.157 Hectares in Sy.No.934/28(P) & 934/29(P) of Konidena Village, Ballikurava Mandal, Prakasam District in favour of M/s. Hanuman Exports, Mg. Partner: Smt. T. Tulasi for the un-expired portion of lease period i.e., up to 08.11.2038 under Rule 12(5)(h)(viii)(a) of APMMC Rules, 1966, Granite and Conservation Act, 1999.

In view of the above circumstances, permission is hereby accorded for transfer of Quarry Lease held by M/s. N.V. Exports, Mg. Partner: Sri N. Venkateswara Reddy for Colour Granite over an extent of 2.157 Hectares in Sy.No.934/28(P) & 934/29(P) of Konidena Village, Ballikurava Mandal, Prakasam District in favour of M/s. Hanuman Exports, Mg. partner: Smt. T. Tulasi having Mineral Based Industry for the un-expired portion of lease period up to 08.11.2038 under Rule 12(5)(h)(viii)(a) of APMMC Rules, 1966, subject to condition that the transferee shall submit EC, CFE and CFO within three months from the date of execution of transfer lease deed and subject to the conditions mentioned in the appendix enclosed to this order, and other terms and conditions under APMMC Rules, 1966 and Granite Conservation and Development Rules, 1999 and subsequent amendments and executive instructions issued there on from time to time.

Encl:(Appendix)

Sd/- I. SRINIVAS SRI NARESH
DIRECTOR OF MINES AND GEOLOGY (FAC)

// ATTESTED //


ASST. DIRECTOR OF MINES AND GEOLOGY

To

1. M/s. Hanuman Exports,
Mg. Partner: Smt. T. Tulasi,
Behind G.P. Boiled Rice Mill,
Martur - 523 301, Prakasam District.
2. M/s. N.V. Exports,
Mg. Partner: Sri N. Venkateswara Reddy,
H.No.7-35, Sunnambatti Bazar, Kurnool Road,
Ongole (Vg & M), Prakasam District,
Andhra Pradesh. ----- (By RPAD).

Copy to the Dy. Director of Mines and Geology, Ongole.

Copy to the Asst. Director of Mines and Geology, Ongole.

APPENDIX TO PROCEEDINGS NO.3070/R3-2/2019, Dt.28.06.2019.

- 01 The transferee shall execute the lease deed within (60) days from the date of grant as per Rule 12 (5) (e) of APMMC Rules, 1966.
- 02 The transferee shall pay Seigniorage Fee in advance along with DMF and MERIT as detailed below and dispatch the Granite under a valid dispatch permit and transit form issued by Asst. Director of Mines and Geology concerned.
- 03 The transferee should erect and maintain at their own expenses concrete boundary pillars as per Rule 12(5)(h)(v) of APMMC Rules, 1966.
- 04 The transferee should without delay send to the ADM&G concerned a report of any accident involving death or injury to any person which may occur in and around the lease area and shall observe all the rules for the time being in force regarding the working of lease.
- 05 The transferee should not assign, sublet, transfer or otherwise dispose of the area under lease without obtaining the previous sanction in writing of the Director of Mines and Geology.
- 06 The transferee should obtain permission of the ADM&G concerned before he/she/they would erect in the area under lease any building or structure for quarrying purpose if the area belongs to Government.
- 07 If in the course of quarrying any mineral not specified in the lease is discovered the transferee should at once report such discovery to the ADM&G concerned so as to obtain necessary orders for quarrying the same.
- 08 The transferee should carryout Quarrying Operations in accordance with the Mining Plan approved for the entire duration of the lease with annual program and plan for excavation in the precise area year to year for 5 years. The scheme of Mining for the next 5 years and so on should be submitted and got it approved as per Rule 18 of Granite Conservation and Development Rules, 1999.
- 09 The transferee should stock the non saleable granite rejects, small granite blocks suitable for possible use in manufacturing of bricks, flooring, wall tiles etc., for dumping of to soil, over burden, waste material as per Rule 22 of Granite Conservation and Development Rules, 1999.
- 10 The transferee should prepare all plans, Sections and tracings or copies thereof and kept the same at the quarry and submit the same to the State Government or any person authorized in this behalf as when required as per Rule 27 & 28 of Granite Conservation and Development Rules, 1999.
- 11 The transferee should take all possible precautions for protection of the environment and control of pollution while conducting the quarrying as per the Air (Prevention and Control of Pollution) Act, 1981 (14 of 1981) and the Environment (Protection) Act, 1986, 29 of 1986 and Granite Conservation and Development Rules, 1999.
- 12 The transferee should submit the notice of intimation of opening quarry/mine and intimation of existence of quarry of mine, abandonment of surrender of quarry, temporary discontinuance of work in quarry, intimation of re-opening of a quarry, quarterly and annual returns, certain appointments/resignation/Termination/changes of address and records of bore holes as per Granite Conservation and Development Rules, 1999.

- 13 The transferee should observe the provisions of Mines Act, 1952, the Mineral Conservation and Development Rules, 1988 and the Metalliferous Mines Regulation, 1961 and Granite Conservation and Development Rules, 1999.
- 14 The transferee should not cut or injure any trees in the area without prior permission of the ADM&G concerned.
- 15 The transferee should conduct quarrying/ mining operations within a period of 2(two) years from the date of execution of the lease.
- 16 The transferee should keep accurate and faithful accounts showing the quantity and other particulars of Granite obtained and dispatched from the quarry/mine. The number and Nationality of persons employed therein record of all trenches, pits and drilling made in the course of quarrying operations/ mining operations and allow the officers of Department to inspect the same and also to produce the same to the Department as and when demanded.
- 17 The transferee should not pay a wage less than the Minimum wage prescribed by the Central or State Government from time to time under the Minimum Wages Act, 1948.
- 18 The transferee should not use explosives in conducting quarry operations without obtaining prior sanction from the competent authority.
- 19 The transferee should make arrangements on his own for approach to the area granted and also with the adjacent agricultural land holders or any others if necessary for smooth conducting of quarrying operations in the area granted.
- 20 Further, the transferee should without any condition permit the adjacent and nearby licensed lease holders for the movement of men and material through the area granted in case directed by the ADM&G concerned.
- 21 The transferee shall on their own to obtain the consent of the surface owner to enter his land and settle the terms of compensation, if any for the injury that may be caused to the land by the quarrying operations. The grant of Quarry Lease does not bind the State Government to give physical possession of the land in question to the grantee.
- 22 The transferee should not work within 45 meters of any Railway or any Public Works or Buildings or of other permanent structures as per Regulation 109 of Metalliferous Mines Regulation, 1961 and also not to work within Horizontal distance of 15 meters from either bank of a river or canal or from the boundary of a lake, tank or other surface Reservoir as per the Regulation 127 of Metalliferous Mines Regulations, 1961 with regard to the safety margins to be left to the High Ways and other Village Roads.
- 23 The transferee should dump waste material within the leased area only.

Sd/- I. SRINIVAS SRI NARESH
DIRECTOR OF MINES AND GEOLOGY (FAC)

// ATTESTED //


ASST. DIRECTOR OF MINES AND GEOLOGY



GOVERNMENT OF ANDHRA PRADESH
DEPARTMENT OF MINES & GEOLOGY

PROCEEDINGS OF THE ASST. DIRECTOR OF MINES AND GEOLOGY :: ONGOLE
(Present: Sri G.Ramachandra Rao, M.Sc., Asst. Director)

Prods.No. 6001/Q2/2010

Dated: 12-07-2019

Sub: Mines and Quarries - Minor Minerals - Transfer of Quarry Lease held by M/s N.V.Exports, Mg.Part.: Sri N.Venkateswara Reddy for Colour Granite over an extent of 2.157 Hects. at Sy. No: 934/28(P) & 934/29 (P) of Konidena Village, Ballikurava Mandal, Prakasam District for un-expired portion of the lease period upto **08-11-2038 in favour of M/s Hanuman Exports, Mg.Part.: Smt. T.Tulasi** -Transfer of Quarry Lease Deed executed - Work Order - Issued.

- Ref:
- 1) Prods.No. 14815/R3-2/2016, dated: 31-10-2018 of the Director of Mines & Geology, Ibrahimpatnam.
 - 2) This office Prods.No.6001/Q2/2010, dated: 09-11-2018
 - 3) Prods.No. 3070/R3-2/2019, dated: 28-06-2019 of the Director of Mines & Geology, Ibrahimpatnam.
 - 3) This office Lr.No. 6001/Q2/2010, dated: 03-07-2019 addressed to the Transferor and Transferee.
 - 4) Letter dated: 11-07-2019 from the transferee M/s Hanuman Export, Mg.Part.: Smt. T.Tulasi.

ORDER:

Through the reference 1st cited, the Director of Mines and Geology, Ibrahimpatnam has originally granted a quarry lease for Colour Granite over an extent of 2.157 Hects. in Sy. No. 934/28(P) & 934/29(P) of Konidena Village, Ballikurava Mandal, Prakasam District for a period of 20 years infavourof M/s N.V.Exports, Mg.Part.: Sri N.Venkateswara Reddy. This office has executed the quarry lease deed and issued work orders in favour of M/s N.V.Exports, Mg.Part.: Sri N.Venkateswara Reddy for a period of 20 years 09-11-2018 and the lease will be inforce from 09-11-2018 to 08-11-2038 vide reference 2nd cited.

Subsequently, the Director of Mines and Geology, Ibrahimpatnam through the reference 3rd cited, had accorded permission for Transfer of Quarry Lease held by M/s N.V.Exports, Mg.Part.: Sri N.Venkateswara Reddy for Colour Granite over an extent of 2.157 Hects. in Sy.No. 934/28(P) & 934/29(P) of Konidena Village, Ballikurava Mandal, Prakasam District for un-expired portion of the lease period upto 08-11-2038 infavour M/s Hanuman Export, Mg.Part.: Smt. T.Tulasi, under Rule 12 (5) (h) (viii) of APMMC Rules, 1966 subject to condition that the transferee shall submit Environmental Clearance, Consent for Establishment (CFE) & Consent for Operation (CFO) within (03) three months from the date of execution of transfer quarry lease deed.

Through the reference 4th cited, this office had requested the transferee to pay necessary advance rentals and submit required documents within the stipulated period and to attend for execution of Transfer of Quarry Lease Deed.

Accordingly, the Transferee through the ref. 5th cited had submitted all the required documents and paid the necessary advance rentals, Security Deposit amount on 12-07-2019 and attended this to execute the Transfer of Quarry Lease Deed on **12-07-2019**.

Further, the Transfer of Quarry Lease Deed is executed today i.e. **12-07-2019** in favour of M/s Hanuman Export, Mg.Part.: Smt. T.Tulasi for COLOUR GRANITE over an extent of 2.157 Hects. in Sy.No. 934/28(P) & 934/29(P) of Konidena Village, Ballikurava Mandal, Prakasam District **for un-expired portion of the lease period upto 08-11-2038**.

The Transferee M/s Hanuman Export, Mg.Part.: Smt. T.Tulasi, is hereby permitted to commence the Quarrying operations for Colour Granite over an extent of 2.157 Hects. in Sy.No. 934/28(P) & 934/29(P) of Konidena Village, Ballikurava Mandal, Prakasam District as per G.C.D.R.1999 & APMMC Rules 1966 and the rules to be amended from time to time. The transferee should have to produce all the accounts, registers, documents, records etc., in connection with the lease by 5th April of every year before the Asst., Director of Mines and Geology, Ongole.

The lessee should submit the Quarterly returns in Form 'F', and Annual return in Form "G" to the Director of Mines and Geology, Ibrahimpatnam, under copy marked to the Deputy Director of Mines and Geology, Guntur and to the Assistant Director of Mines and Geology, Ongole as required under Rule 41 of G.C.D.R.1999. The transferee should send a report in Form 'F' to the Chief Inspector of Mines Safety, Dhanbad and to the Asst., Director of Mines and Geology, Ongole as required under Rule 30 of APMMC Rules, 1966.

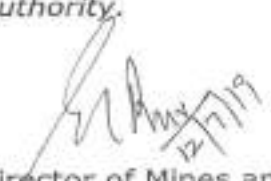
Further, the transferee is hereby directed to submit the **"order for change of name as regards the Approved Mining Plan, Environmental Clearance, Consent for Establishment & Consent for Operation within (03) three months from the date of execution of transfer lease deed"**. The transferee has furnished an undertaking to that effect as directed in the grant order.

Further, the transferee should obtain the dispatch permits from the Assistant Director of Mines and Geology, Ongole before transporting the material from the leased area. The transferee should abide all the conditions as per the Annexure appended to the Grant order scrupulously.

::03::

NOTE: This order will become null and void if it will be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation of fraud or in excess of the authority.

Encl: Lease Deed Form-G


Asst. Director of Mines and Geology,
Ongole, Prakasam District.

To:

M/s Hanuman Exports, Mg.Part.: Smt. T.Tulasi, Behind G.P.Boiled Rice Mill, Martur - 523 301, Prakasam District

Copy submitted to:

The Director of Mines & Geology, Ibrahimpatnam along with Quarry Lease deed for favour of information. (02 sets)

The Dy. Director of Mines & Geology, Ongole along with Quarry Lease deed for favour of information.

The Dy. Director of Mines & Safety, Bellary for favour of information.

The District Collector, Prakasam District for favour of information.

The Controller General, IBM, Nagapur for favour of information.

Copy to:

The Labour Enforcement Officer, D.No.7/207, Mettapalem,, Gudur, Nellore Dist. for information.

The Asst. Director of Mines & Geology (Vg.), Ongole for information.

The Tahsildar, Ballikurava (M) for information and safeguard / prevent the surrounding land for any encroachment of excavation / dumping / stocking, etc.

M/s N.V.Exports, Mg.Part.: Sri N.Venkateswara Reddy (Transferor), Ongole

भारतीय गैर न्यायिक

पचास
रुपये

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FIFTY



INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ రాష్ట్రం ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

SL.No. 17305 Date 09.7.19

Sold To M/s. Tulabandula Tulasi

Whn: Hanuman Exports, Kovideva

Rg. 50

AF-384597

CH. S. LICENCED STAMP VENDOR

No. 08-818-001/2013

R.L.No. 08-818-003/2019-2021

D.No. 35-18955(13), POLICE QUARTERS, ONGOLE-523 002

Ch. 0845316571



FORM - G

[See Rule 8]


Form of lease (minor minerals) to private persons

This indenture made the 12th day of July 2019 between the Governor of Andhra Pradesh (hereinafter called the "Lessor" which expression shall where the context so admits, include his successors in office and assigns) of the one part, and M/s Hanuman Exports, Mg.Part.: Smt. T.Tulasi, Behind G.P.Boiled Rice Mill, Martur - 523 301, Prakasam District. (here-in-after called the "Lessee" which expression shall, where the context so admits include his heirs, executors, administrators, representatives and assigns) of the other part.

For HANUMAN EXPORTS


Transferor

T. Tulasi
Managing Partner
Transferee


Asst. Director of Mines & Geology,
Ongole.
Ongole, Prakasam District.



Sold to : TULABANDULA TULASI
For whom : M S HANUMAN EXPORTS

Rupees : Twenty Three Thousand Nine Hundred Seven Only

Rs. 23907

4670505

INDIA NON JUDICIAL JUL 19 2019
46705051562740503000 - 00000238
(Unique Certificate Id)

(Sub-Registrar)
Office No. 01/ONGOLE

ANDHRA PRADESH

ఆంధ్ర ప్రదేశ్



Asst. Director

శ్రీ. D

FORM - G

[See Rule 8]

Form of lease (minor minerals) to private persons

This indenture made the 12th day of July, 2019 between the Governor of Andhra Pradesh (hereinafter called the "Lessor" which expression shall where the context so admits, include his successors in office and assigns) of the one part, and **M/s Hanuman Exports, Mg.Part.: Smt. T.Tulasi, Behind G.P.Boiled Rice Mill, Martur - 523 301, Prakasam District.** (here-in-after called the "Lessee" which expression shall, where the context so admits include his heirs, executors, administrators, representatives and assigns) of the other part.

Whereas the Lessee has been granted of a quarry lease by the Government of Andhra Pradesh on application in of the lands in the **Prakasam District** for the purpose of quarrying for **Colour Granite** has deposited with the Assistant Director of Mines and Geology of **Ongole** the sum of **Rs.2,16,000/-** in the shape of Pass Book vide Post Office Account No. 4481758825, dated: 10-07-2019 issued by Deputy Post Master, Ongole as security for the due and faithful performance by the lessee of the covenants and conditions on the part of the Lessee hereinafter contained:

And whereas the Government of Andhra Pradesh acting for and on behalf of the lands and premises hereinafter described and demised for the term and at the dead rent and seigniorage fee, and subject also to the covenants and conditions hereinafter contained now this indenture witnesses as follows:-

The lessor hereby demises to the lessee all those several pieces or pieces of land situated in the village of **Konidena (Village)** in the sub-registration district of **Ballikurava Mandal** and registration district of **Prakasam District** in Andhra Pradesh being more particularly described in the schedule hereunder written and delineated in the map or plan hereunto annexed and there in coloured.

4. These are included in the said demise and for the purpose thereof following liberties :-

- (1) To get from the said demised pieces of land.
- (2) For the purpose aforesaid to use any water in or under the said demised pieces of land and to divert the same and to make or construct any water courses or ponds so however that nothing shall be done in the exercise of this authority which shall interfere with the rights of any adjoining owners of tenants or the lessors in respect of such water.
- (5) Generally to do all things which shall be convenient or necessary for getting the **Colour Granite** and material hereby authorized to be got and for removing and disposing thereof as aforesaid.

Transferor

For HANUMAN EXPORTS

T. Tulasi
Managing Partner
Transferee

Asst. Director of Mines & Geology,
Ongole, Prakasam District.

3. These are excepted and reserved to the lessor out of this demise :-

- (5) All earth minerals and other substances not hereinbefore expressly authorized to be got from the demised pieces of lands by the lessee.
- (6) Liberty for the lessor or other persons authorized by him to search for, work, get, carry away and dispose of the excepted minerals and other substances and for such purpose to have the right of ingress, egress and regress over the said demised pieces of land and to make erect and use all pits, machinery, buildings, roads and other necessary works and conveniences provided that the rights hereby reserved shall be exercised in such a way as to cause as little obstruction as possible to the Lessee in the use and enjoyment of its rights hereunder and that reasonable compensation for damages caused by any such obstruction shall be paid to the lessee the amount thereof in case of difference to be settled by arbitration as hereinafter provided.
- 6 The said demised pieces of land shall be held by the lessee for the term of **un-expired portion of the lease period i.e. upto 08-11-2038** determinable as hereinafter provided.
7. The lessee hereby agree to pay during the said term the following dead rent and seigniorage fee whichever is higher and also all cesses which may, from time to time, be imposed by the Government :-

(1) The yearly 1[X X] dead rent of Rs. 2,15,700/- in respect of the said demised pieces of land

(2) A seigniorage fee of Rs.2,350/- for size Super Gang Saw above 300 Cm X 180 Cm
Rs.2,150/- for Sizes more than 270 Cm X 150 Cm
Rs.2,000/- for Sizes below 270 Cm X 150 Cm
Rs.1,000/- for sizes below in 75 Cm in respect of the said demised pieces of land.

6. The lessor may, during the currency of the lease, vary the rate of 2[X X X] dead rent and the seigniorage 3[X X X].

7. It is hereby agreed and declared that in regard to the said 3[knock down amount] dead rent and seigniorage fee the following conditions shall be observed by the lessee.

(i) The said dead rent of Rs. 2,15,700/- shall be paid without any deduction on the 1st working day of February in every year in advance.

(ii) The said seigniorage fee Rs. 2,350/- for size Super Gang Saw above 300 Cm X 180 Cm
Rs.2,150/- for Sizes more than 270 Cm X 150 Cm
Rs.2,000/- for Sizes below 270 Cm X 150 Cm
Rs.1,000/- for sizes below in 75 Cm, in respect of the shall

be paid before the same is removed from the said demised pieces of land.


Transferor

For HANUMAN EXPORTS
T. Tulagi
Managing Partner
Transferee



Asst. Director of Mines & Geology,
Ongole, Prakasam District,
Ongole.

8. The lessee hereby covenants with the lessor as follows :

- (1) To pay the 3[knock down amount] dead rent and seigniorage fee on the days and in manner aforesaid.
- (2) To bear, pay and discharge all existing and future rates, taxes, assessments, Duties, impositions, outgoings and burdens whatsoever imposed or charged upon the demised pieces of land or the produce thereof or the bid amount, dead rent and seigniorage fee hereby reserved or upon the owner or occupier in respect thereof or payable by either in respect thereof except such charges or impositions as the lessee is or may hereinafter be by law exempted from.
- (2A) Should any rent seigniorage fee other sums due to the State Government under the terms and conditions of these presents be not paid by the lessee/lessees within the prescribed time, the same may be recovered together with simple interest due there on at the rate of twenty four per cent per annum on a certificate of such officer as may be specified by the State Government by general or special order in the same manner as on arrear of land revenue.
- (3) Before digging or opening any part of the said demised pieces of land for **Colour Granite** carefully to remove the surface soil to a depth of at least **Six (6)** meters and lay aside and store the same in some convenient part of the said demised pieces of land until the land from which it has been removed is again restored to a state fit for cultivation as hereinafter provided.
- (4) To effectually fence off the said demised pieces of land from the adjoining lands and to keep the fences in good repair and conditions.
- (5) Not to assign, underlet or part with the possession of the demised land or any part thereof without the written consent of the lessor first obtained. 5[A quarry lease granted by sealed tender-cum-public for sand-is not open for transfer.]
- (6) After working out any party of the said demised pieces of land forthwith to level the same and replace the surface soil thereof and slope the edges, where necessary, so as to afford convenient connection with the adjoining land.
- (7) That the lessee shall keep correct accounts, in such form as the Assistant Director of Mines and Geology concerned shall, from time to time, require and direct showing the quantities and other particulars of the said mineral obtained by the lessee from the said lands and also the number of persons employed in carrying on the said quarrying operations therein and shall, from time to time, when so directed by the Assistant Director of Mines and Geology concerned prepare and maintain completed and correct plans of all quarries and workings in the said lands and shall allow any officer thereunto, authorized by the lessor from time to time and at any time, to examine such accounts and any such plans and shall, when so required, supply and furnish to the lessor all such information and returns regarding all or any of the matters aforesaid as the lessor shall, from time to time, require and direct.
- (8) That if in the course of quarrying any mineral not specified in the lease is discovered the lessee or registered holder shall at once report such discovery to the Assistant Director of Mines and Geology concerned who shall obtain orders of the Government regarding the working of the same.

For HANUMAN EXPORTS

T. Tulasi
Managing Partner


Transferor

Transferee


Asst. Director of Mines & Geology,
Ongole, Ongole District.

- (9) That the lessor's agents, servants and workmen shall be at liberty at all reasonable times during the said term, to inspect and examine the works carried on by the lessee under the liberties herein before granted and the lessee shall and will, from time to time see fit to impose to keep the lands in good and substantial repair, order and condition or in the interest of public health and safety.
- (10) The lessee shall without delay send to the Assistant Director of Mines and Geology a report of any accident involving the death or injury to any person which may occur in or about the quarry and shall observe all rules for the being in force regulating the working of quarries.
- (11) That the lessee shall not without the express sanction in writing of the said Assistant Director of Mines and Geology cut down or injure any timber or trees on the said lands but he may clear away brushwood or undergrowth which interferes with any operations authorized by these presents on payment of due compensation for cutting or injuring trees growth in the said lands to the departments concerned.
- (12) That wherever necessary, pay to the person concerned, compensation for any loss or damage which may be caused by the lessee to the surface of the demised pieces of land or to anything growing or situated therein in exercise of the rights granted and shall not commence operations until such compensation has been paid. The lessee shall further always keep the lessor indemnified against any claim by any person for any loss or injury caused to him or to his property by lessee. The Deputy Director shall be the competent authority to assess and fix any compensation payable by the lessee for any loss or injury done to him or his property.
- (13) That if required by the Assistant Director of Mines and Geology, erect and maintain at his own expense, boundary pillars of 'subsistent material standing not less than three feet above the surface of the ground at each corner or angle in the line of the boundary of the area leased to him and at intervals of not more than three meters along the boundary, as delineated in the plan attached to the lease deed.
- (14) If any mineral not specified in the lease deed or agreement is discovered, the lessee or the registered holder shall not win or dispose of such mineral without obtaining the permission of 1[the Director of Mines and Geology] and without payment of the Seigniorage fee and the acreage assessment. If lessee or the registered holder fails to intimate 1[the Director of Mines and Geology] the discovery of such new minerals and obtain his permission with a period of thirty days from the date of the working of the mineral is begun, the Director of Mines and Geology or Deputy Director of Mines and Geology may levy enhanced Seigniorage fee and acreage assessment.
- (15) The lessee or the registered holder shall strengthen and support to the satisfaction of any Railway Administration concerned or the State Government as the case may be, any part of the quarry which in the opinion of the Railway Administration or as the case may be, the State Government requires such strengthening or support for the safety of any railway, reservoir, canal, road or any other public works or structures.
- (16) That this lease may be terminated in respect of the whole or any part of the premises by six month notice in writing on either side.
- (17) That on such determination the lessee shall have no right to compensation of any kind.


Transferor

For HANUMAN EXPORTS
T Tulasi
Managing Partner
Transferee


Assistant Director of Mines & Geology,
Ongole, Ongole District.

- (18) That the "[knock-down amount] / dead rent, and seigniorage fee payable under these presents shall be recoverable under the provisions of the Revenue Recovery Act, 1864 thereof.
- (19) That the determination of the tenancy to deliver up the demised land in such condition as shall be in accordance with the provisions of these presents save that lessee shall if so required by the lessor restore in manner provided by the foregoing covenant in that behalf the surface or any part of the land which has been occupied by the lessee for the purpose of the works hereby authorized and has not been so restored.
- (20) In respect of granite and marble, the lessee shall comply with the provisions of Granite Conservation and Development Rules, 1999 and the marble Development and Conservation Rules, 2002, respectively".
- (21) (a) The lessee shall follow and erect the provisions of Labour Laws pertaining to the Employment, payment of wages and other welfare measures to the Labour who are employed in quarries and mines.
- (b) The lessee further shall take all precautionary measures in conducting mining operations as per the relevant stipulations made under Metalliferous Mines Regulations, 1961.
- (c) If the lessee violates the provisions as stipulated above, necessary action shall be taken for cancellation of the lease after obtaining the information from the concerned departments after giving an opportunity."
9. The lessor hereby covenants with the lessee that on the lessee paying the 2[knock down amount] dead rent and seigniorage fee hereby reserved and that on observing and performing the several covenants and stipulations herein the lessee shall peaceably hold and enjoy the demised pieces of land and the liberties and powers hereby demised and granted during the said term without any interruption by the lessor or any person rightfully claiming under or in trust for him
- 3[9-A] Government reserves the rights:-**
- (v) to cancel the quarry lease granted and executed under these rules after giving a previous notice.
- (vi) to prohibit quarrying operations in part or the whole of the area under lease with recorded reasons.]
10. It is hereby expressly agreed as follows :-
- (1) If any part of the 2 [knock - down amount] dead rent and seigniorage fee hereby reserved shall be unpaid for thirty days after becoming payable (whether formally demanded or if the lessee while the demised pieces of land or any part thereof remain vested in him shall become insolvent or if any covenant on the lessee's part herein contained shall not be performed or observed them and in any of the said case it shall be lawful for the lessor at any time thereafter to declare to whole or any part of the said security deposit of Rs. 2,16,000/-, to be forfeited and also to re-enter upon the demised pieces of land or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the lessor in respect of any reach or non-observance of the lessee's covenants herein contained.


Transferor

For HANUMAN EXPORTS
T. Tulasi
Managing Partner
Transferee


Asst. Director of Mines & Geology,
Ongole, Prakasham District.

- (2) *[The expiry or determination of the lease, the lessee shall be at liberty to remove, carry and dispose of all the stocks of the mineral extracted and all engines, machinery, articles and other things whatsoever (not being building or bricks or stones) within one month or extended period granted by the Government after paying dead rent and seigniorage fee and other sums which may be due and performing and observing the covenants on his part herein before reserved and contained and also making good any damages done by such removal but not building which shall be erected on the said demised places of land by the lessee and left thereon at the determination of the lease and shall be the absolute property of the lessor who shall not pay any price for the same].
- (3) If the lessee shall have paid the '[knock-down amount] dead rent and seigniorage fee and duly observed and performed the covenants and conditions on his part herein contained the said deposit of Rs. 2,16,000/- shall be returned to him-at the expiration of the said term for the unexpired portion of the lease period upto 08-11-2038.
- (4) If any question of difference or dispute shall arise between the parties hereto or any persons claiming under them respectively concerning the 1[knock-down amount] dead rent and seigniorage fee hereby reserved or touching the construction of any clause herein contained or the rights, duties or liabilities of the parties hereunder or in any other way touching or arising out of the.se presents the same shall be referred to the Director of Mines and Geology whose decision thereon shall be final and binding on the parties thereto. In witness where of **SRI G.RAMACHANDRA RAO**, Assistant Director of Mines and Geology of Ongole acting for and on behalf of and by order and direction of the Government of Andhra Pradesh the lessee have hereto set their hands the day and year first above writing.

THE SCHEDULE


Name of Mandal	Name of Village	Survey Filed	Extent	COLOUR GRANITE Assessment Nos.	Boundaries North, South, West & East
1	2	3	4	5	6
Balli-kurava	Koni-dena	934/28(P) & 934/29(P)	2.157 Hects.	ADR Rs. 2,15,700/- LA Rs. 2,000/- CLA Rs. 1,000/- Dead Rent / Seig. Fee whichever is higher will be charged and amendments thereon	As per demarcated Sketch enclosed

Signed and delivered by the above name in the presence of


Transferor

For HANUMAN EXPORTS

T. Tulasi
Managing Partner
Transferee


Asst. Director of Mines & Geology,
Ongole, Ongole District.

DISTRICT RAYACHAN
MANDAL VALLURUVAVA

CONSOLIDATED PLAN

VILLAGE KONIDENA

Scale : 1:2000
(Metric Links)

Permanent reference Stations (OS)

Geo Co-Ordinate (WGS 84)		
Stn	N-Latitude	E-Longitude
A	16°01'52.3"	79°02'34.2"
B	16°01'51.6"	79°02'31.5"
Geo Co-Ordinate (WGS 84)		
Stn	N-Latitude	E-Longitude
P	16°01'57.6"	79°02'17.2"
Q	16°02'08.4"	79°02'18.2"
R	16°01'58.3"	79°02'22.4"
S	16°01'55.7"	79°02'27.7"
T	16°01'53.9"	79°02'26.6"
U	16°01'56.4"	79°02'21.2"

NOTE-1: The Geo co-ordinates are taken with GPS 72H instrument while setting the parameter hddLmm, as a location format or position format WGS 84 as map datum, metric as units and north. These Geo co-ordinates are location purpose and instrumental accuracy varies from 0 to ± 5m depending up-to strength of satellite signal.

NOTE-2: The system of survey has been adopted diagonal and offset, hence angular measurements does not arise.

Sy.No.	Extent (In Ha)
872 (P)	1.181
872(P)	0.976

INDEX :-

- Hect. 2.157 / Acs. 5.33 - Area surveyed infavour of M/s. N.V. Exports (5001/Q/2010).
- A — B - Reference line.
- a — a' - Side Vln.

Handwritten Signature
Surveyor
D/o ADM&G, Ongole

For M/s. N.V. Exports
Handwritten Signature
Mg. Partner

Verified and found correct
Handwritten Signature
Asst. Dir. of Mines & Geology

For HANUMAN EXPORTS
Handwritten Signature
Managing Partner

Stamps Appointed to
Drawn up by
Date: 20/12/2015

Assistant Director of
Mines & Geology, Ongole

INDEX :-

- Hects. 2.157 - Quarry-leased area held by M/s. N.V. Exports (5001/Q/2010)
- Hects. 2.157 - Area proposed to transfer infavour of M/s. Hanuman Exports

Class Surveyed by
Handwritten Signature
D/o. Asst. Director of Mines & Geology
ONGOLE

For M/s. N.V. Exports
Handwritten Signature
(TRANSFEROR)

For HANUMAN EXPORTS
Handwritten Signature
(TRANSFeree)

Asst. Director of Mines & Geology
Ongole

Classified by
Drawn up by
Date: 20/12/2015
Asst. Director of Mines & Geology
Ongole

