

1462/2011-12



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No.	: IN-KA77261912397222K
Certificate Issued Date	: 14-Mar-2012 03:13 PM
Account Reference	: NONACC (FI)/ kadopkc07/ UDUPI/ KA-UD
Unique Doc. Reference	: SUBIN-KAKADOPKC0730593036095233K
Purchased by	: EXE ENGG ELECT 400KV TLWD KPTCL UDUPI
Description of Document	: Article 30 Lease of Immovable Property
Description	: LEASE AGREEMENT
Consideration Price (Rs.)	: 0
	(Zero)
First Party	: DEPUTY CONSERVATOR OF FOREST KUNDAPURA
Second Party	: EXE ENGG ELECT 400KV TLWD KPTCL UDUPI
Stamp Duty Paid By	: EXE ENGG ELECT 400KV TLWD KPTCL UDUPI
Stamp Duty Amount(Rs.)	: 26,05,243
	(Twenty Six Lakh Five Thousand Two Hundred And Forty Three only)

सहायक डाकपाल उदुपि  
Asst. Postmaster  
UDUPI H.O - 576 101



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14/3/2012



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No.	: IN-KA77260657158973K
Certificate Issued Date	: 14-Mar-2012 03:12-PM
Account Reference	: NONACC (FI)/ kadopkc07/ UDUPI/ KA-UD
Unique Doc. Reference	: SUBIN-KAKADOPKC0730590754293302K
Purchased by	: EXE-ENGG ELECT 400KV TLWD KPTCL UDUPI
Description of Document	: Article 30 Lease of Immovable Property
Description	: LEASE AGREEMENT
Consideration Price (Rs.)	: 0
	(Zero)
*First Party	: DEPUTY CONSERVATOR OF FOREST KUNDAPURA
Second Party	: EXE-ENGG ELECT 400KV TLWD KPTCL UDUPI
Stamp Duty Paid By	: EXE-ENGG ELECT 400KV TLWD KPTCL UDUPI
Stamp Duty Amount(Rs.)	: 6,94,915
	(Six Lakh Ninety Four Thousand Nine Hundred And Fifteen only)

सहायक डाकपाल उडुपि  
Asst. Postmaster  
UDUPI H.O - 576 101

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14/3/2012





सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No.

: IN-KA76983718755535K

Certificate Issued Date

: 14-Mar-2012 11:30 AM

Account Reference

: NONACC (BK)/ kakscub08/ UDUPI1/ KA-UD

Unique Doc. Reference

: SUBIN-KAKAKSCUB0830064305561521K

Purchased by

: THE EXE ENG ELE 400KV T L W DIV KPTCL UDUPI

Description of Document

: Article 30 Lease of Immovable Property

Description

: LEASE AGREEMENT

Consideration Price (Rs.)

: 0

★

(Zero)

First Party

: DEPUTY CONSERVATOR OF FOREST KUNDAPURA

Second Party

: THE EXE ENG ELE 400KV T L W DIV KPTCL UDUPI

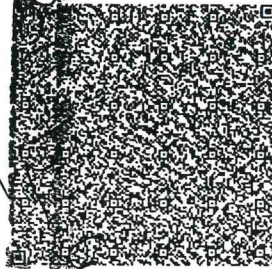
Stamp Duty Paid By

: THE EXE ENG ELE 400KV T L W DIV KPTCL UDUPI

Stamp Duty Amount(Rs.)

: 200

(Two Hundred only)



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## LEASE AGREEMENT

THIS DEED OF LEASE made on the 14<sup>th</sup> day of March 2012 at Kundapura by and between.

THE GOVERNMENT OF KARNATAKA, FOREST DEPARTMENT, REPRESENTED BY THE DEPUTY CONSERVATOR OF FORESTS, KUNDAPURA DIVISION, KUNDAPURA, Hereinafter referred to as the LESSOR,

Deputy Conservator of Forests  
Kundapura Division, Kundapura

(Which expression whenever the context so required or admits, shall mean and include its successors in interest and assigns) of the ONE PART.

AND

THE KARNATAKA POWER TRANSMISSION CORPORATION LIMITED, 400KV LINE WORK DIVISION, UDUPI represented by THE EXECUTIVE ENGINEER (ELEC), 400KV TRANSMISSION LINE WORK DIVISION, KPTCL, UDUPI.

Hereinafter referred to as the "LESSEE" (Which expression whenever the context so required or admits, shall mean include its successors in interest and assigns) of the OTHER PART.

WITNESSES AS FOLLOWS:

1. Whereas The Government of India by its G.O. No. F.No. 8-29/2010-FC Dtd: 17-02-2011 & 17-01-2012 and Government of Karnataka by its G.O. No. FEE.20.FGL/ 2010: BANGALORE dated: 01-02-2012, have accorded approval under Section 2 of Forest (Conservation) Act, 1980 for diversion of 95.74 Ha. (27.173 Ha. of Reserve Forest land and 68.567Ha. of Deemed Forest Land) of Forest Land of Kundapura Division is as below;

Reserve Forest Land

Sl. No.	Name of the Range	Name of the Reserve Forest	Sy. Nos.	Extent in Ha.
1	Venoor	Thenkakaranduru Block- Bit IV	81/1, 1/1	7.384
2		Thenkakaranduru Block- Bit I		3.744
3		Thenkakaranduru Block- Bit II		3.328
4		Kokrady Block	50/1A1, 79/1C1, 30/10, 30/11, 112/1, 119/1A18	2.34
5		Andinje Block	94/2, 92/1, 109/1, 84/1, 78/1, 75/1, 95/1	1.014
6	Moodabidri	Konaje Block	78/11	0.449
7		Beluvai-Kanthavara Block	479/1, 421/1, 403/1, 183/1P, 174/1A, 174/8, 174/10, 48B/1, 495	3.35
8		Belady Block	172/1	3.64
9		Piliyarapadavu Block	194/1	1.924
		<b>TOTAL</b>		<b>27.173</b>



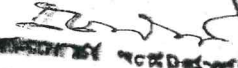


Print Date & Time : 27-03-2012 03:14:20 PM  
 ಪಾಸ್‌ವರ್ಡ್ ಸಂಖ್ಯೆ : 4462

ಸಬ್ ರೆಜಿಸ್ಟ್ರಾರ್ ಬೆಳ್ತಂಗಡಿ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 27-03-2012 ರಂದು 03:14:20 PMಗೆ  
 ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕವೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	550026.00
2	ಸ್ಟ್ಯಾಂಪ್ ಫೀ	540.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	1610.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	560.00
5	ಜ್ಞಾಪನಾ ಪತ್ರದ ನಕಲು	100.00
	ಒಟ್ಟು :	552836.00




ಶ್ರೀ ಕೋಟಕ ವಿದ್ಯುತ್ ಪ್ರಸರಣ ನಿಗಮ ನಿಯಮಿತ ಇದರ ಬಗ್ಗೆ ಐರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ್(ಎ) ಉಡುಪಿ  
 ಇವರಿಂದ ಹಾಜರಾದ ಮೊದಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಮಹಿ
ಶ್ರೀ ಕೋಟಕ ವಿದ್ಯುತ್ ಪ್ರಸರಣ ನಿಗಮ ನಿಯಮಿತ ಇದರ ಬಗ್ಗೆ ಐರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ್(ಎ) ಉಡುಪಿ			 ಇಂಜಿನಿಯರ್(ಎ) ಕೋಟಕ ವಿದ್ಯುತ್ ಪ್ರಸರಣ ನಿಗಮ ಉಡುಪಿ



M. N. SRINIVAS  
 SUB REGISTRAR  
 BELTHANGADY

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಮಹಿ
1	ಗೌರವಾನ್ವಿತ ರಾಜ್ಯಪಾಲರು, ಕೋಟಕ ಸರಕಾರ ಇವರ ಪರವಾಗಿ, ನಲಯ ಆರಣ್ಯಾಧಿಕಾರಿ ವೇಣೂರು. (ಬರೆದುಕೊಡುವವರು)			 RANGE FOREST OFFICER VENUR RANGE VENUR

M. N. SRINIVAS  
 SUB REGISTRAR  
 BELTHANGADY





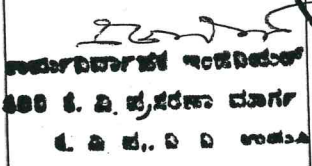
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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 4462

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್ ಬೆಳ್ತಂಗಡಿ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 27-03-2012 ರಂದು 03:14:20 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	550026.00
2	ಸ್ಯಾನಿಂಗ್ ಫೀ	540.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	1610.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	560.00
5	ಜ್ಞಾಪನಾ ಪತ್ರದ ನಕಲು	100.00
	ಒಟ್ಟು :	552836.00




ಶ್ರೀ ಕರ್ನಾಟಕ ವಿದ್ಯುತ್ ಪ್ರಸಾರಣ ನಿಗಮ ನಿಯಮಿತ ಇದರ ಬಗ್ಗೆ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ್(ವಿ) ಉಡುಪಿ ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಕರ್ನಾಟಕ ವಿದ್ಯುತ್ ಪ್ರಸಾರಣ ನಿಗಮ ನಿಯಮಿತ ಇದರ ಬಗ್ಗೆ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ್(ವಿ) ಉಡುಪಿ			 ಕರ್ನಾಟಕ ವಿದ್ಯುತ್ ಪ್ರಸಾರಣ ನಿಗಮ 400 ಕೆ. ಎ. ಪ್ರ.ಪರಣಾ ದಾಸಗಿ ದಿವಾನ್ ಕೆ. ಎ. ಪ್ರ. ಎ. ಎ. ಉಡುಪಿ



**M. N. SRINIVAS**  
SUB REGISTRAR  
BELTHANGADY

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	ಗೌರವಾನ್ವಿತ ರಾಜ್ಯಪಾಲರು, ಕರ್ನಾಟಕ ಸರಕಾರ ಇವರ ಪರವಾಗಿ, ವಲಯ ಅರಣ್ಯಾಧಿಕಾರಿ ವೇಣುರು . (ಬರೆದುಕೊಡುವವರು)			 RANGE FOREST OFFICER VENUR RANGE VENUR

**M. N. SRINIVAS**  
SUB REGISTRAR  
BELTHANGADY

**Deemed Forest Land**

Sl. No.	Name of the Range	Name of the Village	Sy. No.	Extent in Ha.
1	Venoor	Balanja	60/1	0.125
			56	0.853
		Badagakaranduru	93/3	0.016
			110/1P	1.41
			103/2	0.04
			85/P	0.919
		Pilya	18/1	0.087
			97/2	0.095
		Kudyadi	42/2	1.747
			64	0.416
		Kokrady	50/1A	1.123
			79/C1	0.04
			30/10	0.05
			30/11	0.02
			112/1	1.12
			119/1A	0.2
			118	0.5
		Savya	123/1	0.29
			75/1	3.744
			90/2	0.46
			110/2P	0.96
			94/3	0.624
		Perady	119/1A	0.34
			107/1	0.29
		Kashipatna	126/1A	0.12
			256/1A	0.92
			259/1B1C	4.888
			225/1B	0.2
2	Moodabidri	Shirthadi	85/1	3.578
			86/P	4.077
			201/2	0.624
			106/1, 6	0.624
		Moodukonaje	194/1	0.707
			195/2	0.582
			189/1	1.128
			207/2P	1.206
			155/1	1.001
		Padukonaje	11	0.666
			78	4.826
		Moodumarnadu	93/1A	0.666
			142	2.288
			141	1.123
		Padumarnadu	133	5.533
		Kanthavara	172/1	5.32
		Paladka	5/1	9.235
		Kadandale	194/1	3.786
			<b>TOTAL</b>	<b>68.567</b>



ಗುರುತಿರುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ
1	ಬೀಮಣ್ಣ ಎಸ್ ಹೆಬ್ಬಾಳ್ ಕಾರ್ಯ ವಿವಾಹ ಹಣ ಇಂಜಿನಿಯರ್. ಕೆ. ವಿ. ಪ್ರ. ನಿ. ವಿ ಮಂಗಳೂರು
2	ಬಿ. ಗೋವಿಂದ ರಾವ್ ಅಧೀಕ್ಷಕ ಇಂಜಿನಿಯರ್. ಕೆ. ವಿ. ಪ್ರ. ನಿ. ವಿ ಮಂಗಳೂರು

M. N. SRINIVAS  
SUBREGISTRAR  
BELTHANGADY



1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು  
ನಂಬರ BLT-1-04462-2011-12 ಅಗಿ  
ಸಿ.ಡಿ. ನಂಬರ BLTD123 ನೇ ಧರಲ್ಲಿ  
ದಿನಾಂಕ 27-03-2012 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

  
**M. N. SRINIVAS**  
SUBREGISTRAR  
BELTHANGADY

Designed and Developed by: C.D.A.C. ACTE, Pune





The all Reserve Forest and Demeed Forest lands comes under Belthangady and Mangalore Taluk of Dakshina Kannada District for construction of 400 KV DC transmission line (CKT-I) from Nandikur (Udupi) generating station to 400/220 KV receiving station at Shanthigrama (Hassan) in favour of The Executive Engineer (Elec), 400kv Transmission Line Work Division, KPTCL, Udupi subject to certain conditions stipulated in the sanction order.

2. Whereas the The Executive Engineer (Elec), 400kv Transmission Line Work Division, KPTCL, Udupi and the LESSEE herein have already entered into an agreement in the matter for Construction of 400 KV DC transmission line (CKT-I) from Nandikur (Udupi) generating station to 400/220 KV receiving station at Shanthigrama (Hassan) in leased area.
3. Whereas the LESSOR by virtue of the order passed by the Government of Karnataka and by virtue of the powers vested in him has agreed for such lease.
4. Whereas the parties desirous of placing the terms agreed to between them on record.
5. The legal status of Forest land shall continue to be forest land.
6. The LESSOR hereby grants and the LESSEE hereby accepts the lease of the land described in the schedule here under to have and to hold the same for 30 years from the date of the Government Order No: FEE: 20: FGL: 2010, Bangalore dated : 01-02-2012.
7. The LESSEE company has paid an amount of Rs. 9,98,56,820/- vide UTR No. CNRBH 11073598373 dated: 14-3-2011 of Canara Bank, Town Hall Branch, Bangalore (part) towards the Net Present Value for 95.74 ha. forest land and paid Rs. 1,00,52,700/- vide UTR No. CNRBH 11073598373 dated: 14-3-2011 of Canara Bank, Town Hall Branch, Bangalore (part) towards the Compensatory Afforestation to the CAMPA Account as per the Hon'ble supreme court of India orders dated 28-3-2008 and 09-5-2008.

8. The LESSEE shall use the schedule property only for the purpose Construction of 400 KV DC transmission line (CKT-I) from Nandikur (Udupi) generating station to 400/220 KV receiving station at Shanthigrama (Hassan) and not for any other purpose. The area permitted to set up the above is 95.74 Ha. of Forest Land. The LESSEE shall use the area for the purpose for which it is leased only. The area is a proposed in the forest clearance proposal accepted by the Government of India.
9. The tree growth standing on the area if any will be disposed by the Forest Department before the possession of the area is handed over to the LESSEE. The LESSEE shall pay the extraction and transportation charges of trees as estimated by the Deputy Conservator of Forest from the proposed land
10. The LESSEE shall not be entitled to sublet or transfer its interest in the leased area to any other person without a written consent of the LESSOR.
- 11 Any amount due to the Government under the lease deed shall be recovered from the LESSEE as arrears of land revenue or under the provision of any other law under which it could be recovered.

The LESSEE shall be responsible for all the irregularities, commission or omissions committed either by himself or his agents or labour from the lease area as if the said irregularities have been committed by himself.

- 13 The LESSEE shall bind himself to render every assistance and use of his labourers and equipments to his best endeavor to extinguish fire, if any in the adjoining forest areas. The LESSEE shall in all cases give immediate notice of such occurrences of the fire to the nearest forest officer.
- 14 The LESSEE shall bind himself to render every assistance and use of his labourers, and equipments to his best endeavor in preventing and detection of forest and wildlife offences, if any in the adjoining forest areas.
- 15 The LESSEE shall permit the officers and servants of the Karnataka Forest Department with or without workmen at all times to enter upon the land aforesaid to review the conditions and state thereof.



- 16 The LESSEE shall not quarry stone or use earth for any propose without the previous permission of the Deputy Conservator of Forests concerned in writing and he shall use the same with permission only on payment of its value existing at the time of such removal as per law.
- 17 The LESSEE shall not sublet or mortgage or alienate the lease land or any portion thereof to any other party or body for any propose without the specific permission of government in writing, which the government might concede subject to such terms and conditions as it may decide.
18. The LESSEE shall not do any act which is destructive or permanently damage to the land excepting the relocation of place of worship of the displaced families as approved by the Departmental officers not below the rank of Deputy Conservator of Forests.
- 19 The LESSEE shall pay the LESSOR lease rent as fixed by the Government at the time of sanction and any subsequent orders in this regard.
- 20 The Lease rent for 95.74ha- @ the rate of 1,000/- per hectare has been paid by the LESSEE for Rs. 95,740/- vide D.D No. 821851 Dated: 27-2-2012 of Vijaya Bank Service Branch, Bangalore.

The annual rental indicated in condition No.20 above is subject to revision. If the circumstances so warrant and in a manner advantageous to government.

The LESSEE shall as long as the lease is in force, pay the yearly rent regularly to government in advance, the first of such payment is to be made on the day of signing the agreement and the subsequent annual payment on the corresponding day and month of succeeding years.

- 23 If the LESSEE fails to pay to the government any such sums payable under the lease on the respective dates on which they become dues, the LESSEE shall pay interest at 9% per annum for a period of 90 days and thereafter at the rate of 18% or at such rates as may be fixed in the year to come on such amounts from the due dates to the date of payment. For the purpose of reckoning interest the period of 15 days and above shall be reckoned as one month and that below reckoned as half a month.

- 24 The area shall be demarcated by the LESSEE on the ground at his cost by means of boundary stones which should be kept in proper repair throughout the lease period to the satisfaction of the Deputy Conservator of Forests concerned.
- 25 In the event of temporary suspension of the lease during the agreement period, if any, the government shall be at liberty to levy and recover proportionate rental from the lessee up to the date of withdrawal of the order of suspension
- 26 The LESSEE shall abide by other terms and conditions as may be imposed by government from time to time after mutual agreement. The lease shall be cancelled by the government, if the LESSEE does not fulfill any of the conditions or violates any the conditions of this agreement. In the event of cancellation of the grant the LESSEE shall not be entitled to compensation or damages from the government on that account and no damages or compensations shall be paid. In the event of cancellation of the lease agreement the buildings and whatever are standing on the land on the date of such cancellation shall become the absolute property of the government.
- 27 On expiry of the lease period the LESSEE shall remove all fixtures or movables which have paid for by him from the leased land within a period of 3 months from the date of expiry and the LESSEE shall hand over the vacant position of the area at the end of the period. There shall be no separate notice for vacation of the leased land. This agreement is itself the notice calling upon the LESSEE to vacate the leased forest land on expiry of the term.
- 28 The LESSEE shall pay all such expenses as the Deputy Conservator of Forests may determine to be necessary for or to have been incurred in the execution of any works or thing to be done, which by the conditions herein before contained he has bound himself to perform or do and which on requisition by the Deputy Conservator of Forests he has failed or omitted within the times specified in such requisitions to perform or do. Failure to pay the said expenses or demand by the Deputy Conservator of Forests shall make the LESSEE liable to pay to Government such amount and the amount of expenses and such penalty shall be recoverable from the LESSEE as per 109 and 112 of Karnataka Forest Act, 1963 as if it were an arrear of land revenue or under any other law according to which it could be recovered.



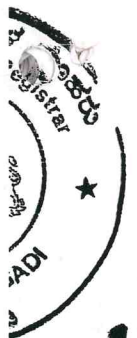
29 If in the opinion of the Deputy Conservator of Forests, the LESSEE or any of his servants or agents has or have broken, evaded or failed to fulfill any of the conditions herein before contained or infringed any provision of the forest law or rules for the time being in force. It shall be lawful for the Deputy Conservator of Forests to terminate the lease and evict the LESSEE after issuing a notice in writing to be served upon the LESSEE. The appeal against the order of the Deputy Conservator of Forests shall lie with the Chief Conservator of Forest, Mangalore Circle, Mangalore. Provided always that nothing shall affect the liability of the LESSEE or any of his servants or agents to criminal prosecution for any offence committed by him against any law or rules for the time being in force.

30 The LESSEE shall at all times comply with the provisions of the Karnataka Forest Act, 1963 and Karnataka Forest Rules, 1969, Wildlife (Protection) Act, 1972 and any other Acts and instructions issued by the concerned authority in forest protection point of view as amended from time to time and of the rules issued there under and for the time being in force. The said Act and Rules will be applicable for any violation.

And all the safeguards and conditions stipulated by the Indian Board Of Wildlife (IBWL) shall be strictly followed.

In case of breach of any of the conditions the Deputy Conservator of Forests having jurisdiction over the area under lease shall be at liberty to impose penalty as per law for each such breach and recover the same. If the LESSEE fails to pay the same within the stipulated period from the date of such demand it shall be lawful for the Deputy Conservator of Forest to order recovery of the amount as per the law.

33 It is further hereby agreed between the parties that, in this agreement, the term Deputy Conservator of Forest shall be deemed to be mean the Deputy Conservator of Forests, Kundapur or any forest officer authorized by her/him in writing to act in the matter of the clause in which the said term is employed.



Handwritten notes and signatures on the left margin. The notes include '24/11/2017', '10/11/2017', and '24/11/2017'. There are also several handwritten signatures and initials.

Handwritten signature and date '22/11/2017' at the bottom left.

Handwritten signature and the printed text 'Deputy Conservator of Forests, Kundapur' at the bottom right.

34. The LESSEE hereby doth bind himself to perform every duty and set expressed in the terms, conditions and covenants here-in-before contained as to be performed by the LESSEE and doth hereby further covenant with the government that the LESSEE, his servants and agents will abstain from every act expressed in the terms, conditions and covenants here-in-before contained as to be abstained from and doth here agree, in case of any said terms and conditions and covenants here in before contained to pay to the Government through the Deputy Conservator of Forests on demand made which will, in accordance with the Section 109 & 112 of Karnataka Forest Act, 1963 be recoverable from the LESSEE as an arrears of land revenue without prejudice to any other remedy which the Government may have against the LESSEE under this Agreement in respect of the said breach.

35. i) The LESSEE shall undertake the Compensatory afforestation (CA) over 95.74 ha by their own cost .

ii) The above land should be notified as RF/PF under the Indian Forest Act for relevant State Forest Act within six months from the date of issue of this approval.

The LESSEE shall pay the additional amount of the Net Present Value (NPV) of the diverted forest land if any becoming due after finalization of the same by the Hon'ble Supreme Court of India on receipt of report from the Expert Committee, Shall be charged by the State Government.

The LESSEE shall prepare Scheme of Plantation of dwarf species (preferably Medicinal Plants) on the Right of Way wherever possible after completion of the stringing work if the project site involves part of an animal corridor , Plantation of dwarf species like Zizyphus etc may be taken up

38. The tree felling be restricted to only 3 meters on either side of the transmission line and rest of the trees will be allowed to remain intact except peripheral pruning

39. The LESSEE shall restore an alternative corridor by dismantling the older Kemar – Kunremukh power line and allied structure as compensatory measure for the loss of the corridor biodiversity values between Neritya –Banjar- Balur.



40. The LESSEE shall alternative arrangement of power for relocated people due to dismantling of the old Kemar – Kunremukh line has to be expedited
41. The new transmission line will be charged only after the old Kemar – Kunremukha dismantled.
42. i) Below each conductor, width clearance of 3 (Three) metres shall be permitted for taking tension stringing equipments. However, natural regeneration coppice shall be allowed to come up to the height of clearance  
ii) Felling – pollarding – pruning of trees shall be done with the permission of the State Forest Department whenever necessary, to maintain height of clearance under the stringing  
iii) One outer strip shall be left clear to permit maintenance of the transmission line  
iv) Gap planting to be done to increase the density all along the transmission line
43. In the remaining width of the Right of Way, minimum clearance of 2.8 meters between conductors and trees shall be allowed.  
In case the transmission line is to be constructed in hilly areas, where adequate clearance is already available, trees shall not be felled.
45. The LESSEE shall ensure minimum felling of trees and maximum height of the towers in the forest area to ensure movement of elephants and other wild animals without any hurdles  
The LESSEE shall provide free electricity to the forest department establishments in Kundapur division
47. No labour camps shall established on the forest land
48. Sufficient alternate fuel shall be provided by the LESSEE to the laboureres to avoid pressure on the adjacent forest areas.
49. The Conditions put forth by the Gram Sabha when furnishing no objection to the project will be complied with.
50. The LESSEE shall ensure that no damage is caused to existing wildlife in the area because of this project.

51. Necessary safeguard are to be provided to prevent electrocution of elephant and the height of the towers through the wildlife corridor will be increased fairly high to avoid any electrocution due to possible sag.
52. A monitoring committee under the chairmanship of the Principal Chief Conservator of Forests shall be constituted with Regional C.C.F Bangalore as one of the members for monitoring the conditions and report on the compliance at six monthly interval
53. The approval under the Forest (Conservation) Act, 1980 is subject to any other clearance required as per provisions of various Acts / Rules and notification
54. The LESSEE shall submit an annual self monitoring report of the compliances to the nodal officer of the State and Regional Office, Bangalore
55. Only minimum member of trees shall be cut based on actual requirements of the project
56. The LESSEE shall pay the loss caused to the Karnataka Cashew Development Corporation Limited towards equity land cost and damage caused to the Cashew Plantations, as estimated by the Managing Director, KCDC, Mangalore.
57. The LESSEE shall abide all the condition imposed by the Government of India / Government of Karnataka.
58. The LESSEE shall abided the conditions that The CCF (Central), Regional Office, Bangalore / the State Forest Department may impose from time to time for protection, conservation / development of flora and fauna.
- The LESSEE shall abided the conditions that of the National Green Tribunal, New Delhi Judgment dated :7-3-2012 passed in appeal No. 10/2012.

### SCHEDULE OF LAND LEASED

#### Reserve Forest Land

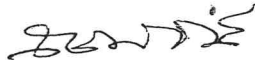
Sl. No.	Name of the Range	Name of the Reserve Forest	Extent in Ha.
1	Venoor	Thenkakaranduru Block- Bit IV	7.384
2		Thenkakaranduru Block- Bit I	3.744
3		Thenkakaranduru Block- Bit II	3.328
4		Kokrady Block	2.34
5	Moodabidri	Andinje Block	1.014
6		Konaje Block	0.449
7		Beluvai-Kanthavara Block	3.35
8		Belady Block	3.64
9		Piliyarapadavu Block	1.924
		<b>TOTAL</b>	<b>27.173</b>



**Deemed Forest Land**

Sl. No.	Name of the Range	Name of the Village	Sy. No.	Extent in Ha.
1	Venoor	Balanja	60/1	0.125
			56	0.853
		Badagakaranduru	93/3	0.016
			110/1P	1.41
			103/2	0.04
			85/P	0.919
		Pilya	18/1	0.087
			97/2	0.095
		Kudyadi	42/2	1.747
			64	0.416
		Kokrady	50/1A	1.123
			79/C1	0.04
			30/10	0.05
			30/11	0.02
			112/1	1.12
			119/1A	0.2
			118	0.5
		Savya	123/1	0.29
			75/1	3.744
			90/2	0.46
			110/2P	0.96
			94/3	0.624
		Perady	119/1A	0.34
			107/1	0.29
		Kashipatna	126/1A	0.12
			256/1A	0.92
			259/1B1C	4.888
			225/1B	0.2
2	Moodabidri	Shirthadi	85/1	3.578
			86/P	4.077
			201/2	0.624
			106/1, 6	0.624
		Moodukonaje	194/1	0.707
			195/2	0.582
			189/1	1.128
			207/2P	1.206
			155/1	1.001
		Padukonaje	11	0.666
			78	4.826
		Moodumarnadu	93/1A	0.666
			142	2.288
			141	1.123
		Padumarnadu	133	5.533
		Kanthavara	172/1	5.32
		Paladka	5/1	9.235
		Kadandale	194/1	3.786
			<b>TOTAL</b>	<b>68.567</b>

IN WITNESS WHERE OF THE EXECUTIVE ENGINEER (ELEC), 400KV TRANSMISSION LINE WORK DIVISION, KPTCL, UDUPI, has affixed the common seal of the LESSEE and his signature for an on behalf of LESSEE in the presence of the following witnesses and the Deputy Conservator of Forest, Kundapura Division has signed this deed for and on behalf of the Governor of Karnataka this 14<sup>th</sup> day of March 2012 first above written.



**LESSEE**

The Executive Engineer (Elec), 400kv  
Transmission Line Work Division,  
KPTCL, Udupi.



**LESSOR**

Deputy Conservator of Forests,  
Kundapura Division,  
Kundapura.

Date : 14-03-2012

Place : Kundapura.

WITNESS



27/3/2012


B. GOVINDA RAO

SUPERINTENDING ENGINEER (AEM)  
KPTCL MANGALORE



27/3/12

Bhimanna. S. Hebhal.  
Exec. Engr, Elec.  
KPTCL, Mangalore.



Deputy Conservator of Forests  
Kundapura Division,  
Kundapura.