

**Compliance report to the conditions imposed by Lease deed Agreement dated: 03-09-2003 the sanction accorded for the diversion of 221.80 Ha (VVS & GIM I) of Forest land in Chitradurga Forest Division in favour of Wind World (India) Limited**



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1	I	The legal status of forest land shall remain unchanged.	Noted & agreed. It will be remain as forest land only.
	II	The lessee shall pay the lease rent as fixed by the Government from time to time in time without fail.	Agreed, complied and will be adhered. As per GOK order yearly lease rent paid upto 2018 ( <b>Annexure I</b> ). Communication stating lease rent will be changed till the lease currency is enclosed ( <b>Annexure II</b> ).
3	III	The period of permission for lease under F(c) Act-1980 will be for a period of fifteen (15) years.	Noted that the lease is for a period 15 years in the first instance as per the GOK order.
4	IV	Compensatory afforestation shall be raised over equivalent non-forest land at the project cost. The user agency has also identified & transferred the non-forest land over 222.00 ha. and mutated in favour of the Forest Department at T. Nulnur village Sy No. 46, 47, 50, 51, Todarnal village Sy No. 16, 17, 18, 19 & Yelakuranahalli village Sy No. 21.	Noted and complied. User Agency already provided equivalent forest land to forest department and paid the required compensatory afforestation charges to maintain it as per the demand letter of DCF, Chitraduga Division ( <b>Annexure III</b> ).
5	V	The non-forest land transferred to forest department for compensatory afforestation shall be declared protected forest/reserve forest under Indian Forest Act 1927 Karnataka Forest Act 1963. Proposals for section —4 notification under Karnataka Forest Act- 1963 were submitted to the Higher Authorities vide this office letter no. A6-Windmill —ENCR-CR-33/1999-2000 dated 10-2-2003.	Noted and complied. The non forest land has been successfully transferred to Forest Deptt for Compensatory Afforestation for declaring it as Protected Forest/ Reserve Forest under Indian Forest Act 1927.
6	VI	It shall be ensured that wind farm is erected/designed in such a manner to avoid future damage due to high velocity winds, so that adjoining vegetation is not damaged and disturbed.	Noted and complied. It can be noted that the windmills are erected on the top having no tall trees. The vegetation is predominantly grassland and scrub. In addition, the height of windmills is around 50 meters which is by design sufficiently high (minimum of 40 meters above the existing vegetation in the surroundings) thereby ensuring, no damages to the adjoining vegetation. Representative images attached ( <b>Annexure IV</b> )
7	VII	The leased out area should be used for the purpose for which it is granted. In case. the land is not used for stipulated purpose or when it no longer needed for the stipulated purpose the area should be automatically revert back to the forest department	Noted and complied. The forest land shall not be used for any purpose other than that specified in the proposal. The UA will revert the land back to forest department if it is no longer needed for the project.
8	VIII	The user agency shall deposit funds for raising compensatory plantations at the prevailing rate at the time of sanction. The user agency has already remitted a sum of Rs. 1,20, 32,400/- ( One crore Twenty lakhs Thirty two thousand Four hundred) only through Cheque in favour of Principal Chief Conservator of Forests, Bangalore at HDFC Bank, Bangalore at the rate of Rs. 54,200/- (Fifty four thousand Two hundred ) only per ha.	Noted and complied. We have deposited Rs.1,20,32,400/- towards CA Charges to FD ( <b>Annexure V and VA</b> ).
9	IX	The user agency has to pay the extraction charges of tree growth and value of the timber and firewood so extracted as assessed by the Conservator of Forests/Deputy Conservator of Forests. The User Agency has remitted Rs. 3,46,256/- (Three lakh Forty six thousand Two hundred fifty six ) only towards value of timber & firewood in the form of D. D and the user agency has intimated vide letter no. KRED/08/EIC-GIM /2001/1275 dated 18-8-2003 that it has paid Rs. 1,95,020/- (One lakh Ninety Five thousand and Twenty) only towards extraction charges to the Principal Chief Conservator of Forests, Bangalore. Further the user agency had also paid an amount of Rs. 11,625/-(Eleven thousand Six hundred twenty live) only towards plantation loss as assessed by the Deputy Conservator of Forests.	Agreed and complied. We have paid extraction charges of tree growth and value of the timber and firewood so extracted as assessed by the Conservator of Forest/Deputy Conservator of Forests (paid Rs 1,95,020/- for extraction charges of tree growth and Rs 3,46,256/- for extraction of timber and firewood) ( <b>Annexure VA</b> -under other category I).
10	X	The approval under the Forest Conservation Act 1980 is subject to the clearance under the Environmental Protection Act 1986 if applicable.	Noted. Environmental Clearance is required for the projects/ activities having significant impacts on the environment. Accordingly such projects are listed under EIA Notification 2006. Since Windmill projects are environment friendly, they are not been listed under projects requiring prior environmental clearance.

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11	XI	Out of the 11 WEGs proposed to be erected in sy. no 16 and 17 of Lakkihalli village 02 WEGs (No. E 67 and F 68) which are Pacing the VVSD at Chatrigudda shall not be erected in order to prevent soil erosion affecting the VVSD. The road proposed for the access to remaining 69 WEGs i.e., E 77 to E 69 should be shifted from the aspect facing VVSD to the other aspect of ridge in sy. No. 16 and 17 of Lakkihalli to prevent run-off of the soil to the reservoir. The user agency shall also take precautionary measures like construction of retaining walls, revetments etc., to prevent soil erosion which is likely to be caused by the construction of platforms for installation of WEGs and roads. Also user agency has been directed not to erect WEG's No. EN-1, EN-2, EN-3 in land Sy no. 1 of Mykenahalli village & Sy No 2 of Kattehole village of Hiriyur taluk in Marikanive reserve forest and also not to form the road to these 3 WEG's instead you have been directed to use the already existing Marikanive Kattehole road ( i.e., Bylagudda) to gain access to the remaining WEG's from EN-4 to EN-66 and submit map showing the changes made as per the condition No. 11 of State Government order & as per the directions of this office vide letter no. A6-Windmill-Enercon-CIS-39/99-2000 dated 2-6-2003.	As per approved area statement, the erection of 2 WECs (E-67 & E-68) is undertaken with due precautions such as soil moisture conservation and prevention of soil erosion. Also, the GOK order for regularisation of the same is enclosed as Annexure VI.
12	XII	The Lessee shall in turn sub-lease the area to M/s Enercon (India) Limited on BOT basis as per Govt. Order no. FEE-99-FGL-2001 Bangalore dated 20-6-2003.	Agreed and complied.
13	XIII	Damage if any caused to the Forest Produce as assessed by the Deputy Conservator of Forests, will be recovered from the lessee.	Agreed and will be adhered.
14	XIV	No tree felling would be carried out in the leased forest land without prior written permission of the Deputy Conservator of Forests Chitradurga division, Chitradurga.	Agreed and strictly followed by us.
15	XV	Any other conditions that the Government of India / Government of Karnataka and the Chief Conservator of forests (central), Regional office Bangalore and the Principle Chief conservator of Forests Aranya Bhavana, Bangalore may impose from time to time in the interest of afforestation and protection of Forests.	Noted. Any other condition that the state govt or the chief conservator of forest (Central), Regional office, Bangalore may impose from time to time in the interest of afforestation and protection of forests will be complied by us.
16	XVI	Now it is hereby mutually agreed to follow all the above conditions and also the conditions as under:	Noted and agreed.
17	1	The permissible right of way for 33 KV transmission line through forest land shall be of 15 mtrs width only.	Noted and is kept within the stipulated 15 meters. The executed width of the Electrical line at present is 8 mtrs though permissible limit is 15mtrs. This was intended towards saving some forest area which otherwise need to be cleared for the purpose.
18	2	The proposal for renewal of lease shall be submitted to the Government at least six months before the expiry of lease period.	Noted and attempted. The lease proposal submitted prior to its expiry ( <b>Annexure VII</b> )
19	3	Below the Conductor, width clearance of 3 mtrs would be permitted for taking the tension stringing equipment. The trees on such strips would have to be felled but after stringing work is completed, the natural regeneration will be allowed to come-up. Felling/pollarding/pruning of trees will be done with the permission of the Range forest officer / Deputy Conservator of Forests whenever necessary to maintain the electrical clearance. One outer strip shall be left clear to permit maintenance of the transmission line.	Agreed and the same being adhered.
20	4	The lessee shall not do any act which is destructive or, permanently injurious to the forest land except what is permitted.	Agreed and the same being adhered.
21	5	The lessee shall abide by the other terms and conditions as may be imposed by the Central Govt./ State Govt./Karnataka Forest Department from time to time after signing this lease deed without fail.	Agreed and the same being adhered.

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22	6	The lease shall be cancelled by Govt. if the lessee does not fulfill any of the conditions of the agreement. In the event of such cancellation the lessee shall not claim any compensation or damages from the Govt. On expiry of the contract period, the lessee shall remove all fixtures and movables which have been paid for-by him, from the demised land :within a period of 6 months from the date of expiry of lease period and the lessee shall hand-over the vacant possession of the area at the end of the period specified Failing which the Government shall be at a liberty to take suitable action as per the Forest Conservation Act 1980 and Karnataka Forest Act 1963 & Karnataka Forest Rule 1969 & any other Act and Rules applicable.	Noted and same will be complied.
23	7	The lessee shall be liable to Government for the amount of all damages which, at any time previous to the date of expiry of termination of this agreement or such earlier date as the Deputy Conservator of Forests, may order in writing fix in this behalf, may be caused to any forest produce belonging to Government within the area under lease, by illicit cutting, by fire, or by cattle grazing, if such a cutting or fire is traceable to any act or omission of the lessee, his servants or agents for such cattle belong to or have been allowed to graze by the lessee, includes his heirs, executors, administrators, legal representatives and assigns. Failure to pay the said amount of damage as assessed by the Deputy Conservator of Forests, shall make the lessee liable to pay to Govt. a penalty of an amount upto Rs. 5,000/- (Rupees Five thousand only) and the amount of damage and such penalty shall be recoverable from the lessee under section 109 and 112 of the Karnataka Forest Act -1963 as an arrears of land revenue or under any other law according to which it would be recovered.	Noted and agreed.
24	8	The lessee has the necessary power to enter into this deed and perform its obligations under this deed and has taken all necessary corporate and other actions to authorise the execution, delivery and performance of this deed in accordance with the terms stipulated by the company.	Noted and agreed.
25	9	The lessee shall duly comply with any condition which may from time to time be imposed by the Government and shall indemnify and keep indemnified the company against consequences for any breach or non- compliance of any provision or conditions as aforesaid.	Noted and agreed.
26	10	The lease deed is liable to cancellation if it be found that it was grossly inequitable or was made under a mistake or fact or owing to misrepresentation or fraud or that there was irregularity in the procedure.	Noted and agreed.
27	11	The lessee shall not except as provided erect buildings, facilities or structures of a permanent or temporary character on the land without the previous written sanction of the Deputy Conservator of Forests, Chitradurga Division, Chitradurga.	Noted and will be adhered.
28	12	The lessee shall maintain the said land in a clean and sanitary condition to the satisfaction of the lessor and shall also maintain the structures if any erected thereon as aforesaid in a good and substantial repair to the satisfaction of the lessor.	Noted and will be adhered.
29	13	The lessee shall be responsible for keeping the property erected by him properly insured against any damage by fire, earthquake, natural disasters etc.,	Noted and will be adhered.
30	14	M/s Enercon (India) Ltd., may erect Wind electric Generators in accordance with the approved plan(s) of the KREDL.	Noted and complied.
31	15	The land and the building(s) constructed on the leased land shall not be used for political meetings or any other purpose for which land is not leased.	Noted and complied.
32	16	The lessee shall permit the officers and servant of the government with or without workmen at all times to enter upon the lands aforesaid to view the condition and state thereof	Noted and will be adhered.
33	17	The lessee shall not assign or underlet the benefits arising under this lease or any part thereof without the previous written permission of the Government.	Noted and will be adhered.

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34	18	The Government reserve to themselves the right to all sandalwood trees and their branches and roots which exist at the time of lease (which are described in the schedule-I attached) and as well those which may grow subsequently on the lands leased and the Government shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land in question be entitled to cut or remove them or cause them to be cut or removed without the permission of the Deputy Conservator of Forests.	Noted and will be adhered.
35	19	The lessee shall take all reasonable measures to the satisfaction of the Deputy Conservator of Forests for the protection of the sandalwood trees from theft or damage and for the careful protection of immature trees growing on the land.	Noted and will be adhered.
36	20	The lessee shall take steps to see that the marks made by the officers of the Government on the sandalwood trees are preserved and are not tampered with	Noted and will be adhered.
37	21	In the event of the infringement of, or failure to observe any of the conditions mentioned in (19), (20) or (21) above, the lessee shall pay the government such compensation as determined by the Deputy Conservator of Forests for any loss or damage caused by such infringement or failure on his part. The Government shall also be at liberty to cancel the lease and re-enter on the land and the whole land shall there upon vest absolutely in the Government. In that case the lessee shall not be entitled to any compensation whatever.	Noted and agreed.
38	22	The lessee may uproot, cut down or destroy such trees, plants, groves or bushes as in the opinion of the Deputy Conservator of Forests it is necessary to uproot, cut down or destroy to make the land fit for the purpose of making an approach road to Wind Farm and hand over the felled / cut material to the Range Forest Officer concerned on acknowledgement without fail. The lessee may level the ground by removing embanked pathways and filling up low-lying places on the land so as to make the ground fit for the purpose of making an approach road to Wind Farm and may mow and cut the grass thereon and dispose of the same in any manner Forest Department prescribes and do such work on the land, which in the opinion of the Government, is necessary For such purposes.	Noted and will be adhered.
39	23	The lessee shall carry out rigidly all necessary soil and water conservation measures as suggested by the Forest Department. Further, the lessee should plant up suitable species to consolidate the dug up soil and to prevent soil erosion on either side of the approach road. Adequate funds provision should be made by the lessee to take up above works.	Noted and complied. The payment towards the same (as indicated by the Demand Note of the Office of DCF Chitradurga) is remitted in CAMPA account (INR.102.31 lacs) as per <b>Annexure V &amp; VA.</b>
40	24	The lessee shall protect and nurture the natural tree growth in the leased area	Noted and being adhered. We will protect and nurture the natural tree growth in the leased area.
41	25	The lessee shall rigidly under take protective measures in the leased area and area surrounding it upto 1 Km radius against any fire incidents, illicit fellings, biotic interference etc.,	Noted and being strictly followed. We are taking all protective measures against fire incidents, illicit fellings, biotic interference etc in the leased area. Such measures are undertaken under the guidance the Forest dept.
42	26	Demarcation of the leased land will be done on the ground at project cost by the user agency using 4 feet high concrete pillars with serial numbers, bearing and distance from pillar to pillar and visible clearly.	Noted and complied. Demarcation of leased area was done by fixing RCC pillars around the leased area.
43	27	All along the roads either a retention wall or a sand bag support should be provided to avoid soil erosion from the approach road wherever necessary.	Noted and agreed. These works are categorised under SMC works, for which, payment of Rs.102.31 lacs was made to CAMPA/Ac as per the demand note raised by the Forest Department.
44	28	All employees concerned to wind farm activity should have an identity card duly issued by the lessee, under intimation to the concerned Range Forest Officer, Asst. Conservator of Forests and the Deputy Conservator of Forests, Chitradurga. Further, the list of contract labourers daily wage labourers engaged by the lessee should be submitted to the Range Forest Officer/Asst. Conservator of Forests & Deputy Conservator of Forests	Noted and being followed.
45	29	The lessee shall pay compensation to the workmen for any injury, death, disability etc., caused or occurred during the time of execution of work under workmen's compensation. Act or any Act in force from time to time. The lessee is responsible for any commissions and omissions of his workmen.	Noted and being followed.

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46	30	Nothing in the fore-going conditions shall be taken to except the lessee or his employees from liability in respect of any forest offence punishable under the Karnataka Forest Act 1963 and subsequent amendments and rules thereunder and violation of Forest Conservation Act 1980 also.	Noted and agreed.
47	31	The lessee shall abide by all the provisions of the Wildlife (Protection) Act —1972 and Wild Life Preservation Rules - 1973.	Noted and agreed.
48	32	The lessee will do the fire line clearance to a width of 10 mtrs, on either side of the approach roads formed in the leased forest land and also in the adjoining forest land. Further, the lessee shall provide necessary assistance and co-operation to the forest department on the request of the Deputy Conservator of Forests, Chitradurga Division, Asst. Conservator of Forests, Range Forest Officers, Foresters, and Guards during fire season.	Noted. We will follow instructions from the local forest officials and extend all the necessary support towards the fire protection measures including the payment towards the same as per the demand notice received from the forest offices.
49	33	The lessee should instruct and endeavor that all the labourers and staff should not carry the inflammable materials as a preventive measure against any eventualities or forest fires.	Noted and adhered.
50	34	The lessee his staff and labourer have to give full co-operation to forest, revenue and police officers in extinguishing the forest fires, prevention/book of forest offences.	Noted and adhered.
51	35	If any dispute arises on the interpretation and implementation of above conditions and working difficulty, the matter will be referred to the Government of Karnataka and its decision thereon, shall be binding on both the parties.	Noted and agreed.
52	36	In case of violation of any terms and conditions of this agreement, Government of India and Government of Karnataka conditions stipulated in respect of this lease, by the lessee the Deputy Conservator of Forests, Chitradurga has the right to suspend or cancel the works.	Noted and agreed.
53	37	The lessee shall enter into an agreement with forest department in respect of forest land lease. The forest department reserves the right to cancel the land lease in case of any violation of above terms and conditions.	Noted and agreed.
54	38	The Asst. Conservator of Forests/Range Forest Officer concerned should keep a close vigil over the leased forest area and see that all the stipulated conditions are scrupulously followed in toto without any deviation and they should ensure that no damage is caused to the forest and to the surrounding area.	Noted and agreed.
55	39	The term "Deputy Conservator of Forests" shall be deemed to mean the Deputy Conservator of Forests, Chitradurga Division or any forest officer authorised by him in writing to act in the matter of the clause in which the said term is employed.	Noted.
56	40	The term "Conservator of Forests" shall be deemed to mean the Conservator of Forests, Bellary Circle, or any forest officer, authorised by him in writing to act in the matter of clause in which the said term is employed.	Noted.