

ಹುಬ್ಬಳ್ಳಿ ಜರ್ನಲಿಸ್ಟ್ ಕೋ-ಆಪರೇಟಿವ್ ಹೌಸಿಂಗ್ ಸೊಸೈಟಿ ಲಿ., ಹುಬ್ಬಳ್ಳಿ  
ಪತ್ರಕರ್ತರ ನಗರ, ನೃಪತುಂಗ ಬೆಟ್ಟ (ಪಶ್ಚಿಮ), ಹುಬ್ಬಳ್ಳಿ-580 032.

## Hubli Journalists' Co-Operative Housing Society

Patrakartnagar, Nripatunga Hills (West), HUBLI-580 032.

Ref. No. HJCHS/2021-22/

Date:- 20-09-2021

To,  
The Principal Chief Conservator of Forests,  
((Head of Forest Force),  
Aranya Bhavan,  
18<sup>th</sup> Cross, Malleshwaram,  
**BENGALURU-560 003.**  
E-mail:- [apccffc@gmail.com](mailto:apccffc@gmail.com)

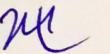
Sir,

**Sub:-** Diversion of 1.62 hectare of forest land on F. Sy. No.68 of Unakal villages of Dharwad Division for Forest village conversion in favour of Hubli Journalists Cooperative Society – Proposed No. PP/KA/Others/40823/2019 - Regarding submission of Compliances and Clarifications to Form-A, Part-I, filed by User Agency, Hubli Journalists Cooperative Housing Society, Unkal, Hubli-580 032, for seeking prior approval under Sec 2 for the proposal by the State Government – Proposal No. FP/KA/Others/40823/2019.

**Ref:-** (1) Old File No. A5(2)-GFL-CR-09/2017-18 and E-Office File No. KFD/HOFF/A52K(GFL)/84/2019-FC; E-83253 dated 20-03-2020.


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In continuation of our proposal dated 06-07-2019 (Original) and 25-01-2020 (resubmitted), the User-Agency, Hubli Journalists Cooperative Housing Society, Unkal, Hubli-580 032, herewith submits its compliances and clarifications to the original proposal as required under your letter under Reference referred to above, ie. old File No. A5(2):GFL:CR-09/2017-18 and E-office File No. KFD/HOFF/A52K(GFL)/84/2019-FC.





**These compliances and clarifications are as under:**

- [1] In compliance with C(ii) (b) kml file of proposed land,** the User Agency, herewith uploads, the required correct KML Polygon (with inbuilt measurement option) and ensuring that its corners match exactly with the GPS readings and ground features on satellite imagery. **[Annexure-1].**
- [2] In compliance with, C(iii) Copy of Survey of India, Topo Sheet indicating boundary of forest land proposed to be diverted,** the User Agency herewith uploads the Original Topo Map showing the boundary of forest land proposed for diversion on 1:50,000 scale ensuring that it has Survey of India Topo Sheet Number and is also ink-signed by User Agency. **[Annexure-2].**
- [3] In Compliance with C(iv) Scanned Copy of the Geo-referenced map of the forest land proposed to be diverted prepared by using GPS or Total Station;** the User Agency has uploaded the Geo referenced map showing the boundary of Forest Land proposed for diversion overlaid on Cadastral (Village map), providing the list of GPS readings (Datum:WGS-84; in Degree: decimals) of all corners / turning Points of the forest area proposed for diversion. At regular 20 meter interval Steel bars are fixed and temporary stone pillars are provided at all the GPS points. The User Agency has ensured that the Map shows the individual survey numbers and their boundaries in and around the lease area clearly, that the Map is duly ink-signed by User Agency, that the Map has a Proper Map Index and Map Title; that the GPS points of all corners are duly marked on corresponding Corners of the Polygon Proposed for diversion. **[Annexure-3].**
- [4] Regarding Compliance with reference to K(i)(a). Copy of documentary evidence in support of settlement of rights under the Forests Rights Act, 2006 on the forest land proposed to be diverted,** the User Agency is persuing the Deputy Commissioner, Dharwad, to issue the ROFR Compliance Certificate in Form II, and will be submitted before final approval under FC Act.
- [5] In compliance with L(iv)(c) Copy of Kml file of the Patch,** the User Agency has now uploaded the correct KML polygon, pertaining to the requirement of 1.62 hectare land ensuring that all corners of KML Polygon match with corresponding GPS readings. **[Annexure-4].**
- [6] In compliance with, L(vi) Copy of Survey of India Topo Sheet in 1:50,000 scale including location of the land identified for creation of Compensatory Afforestation,** the User Agency, has uploaded a Survey of India Topo Sheet on 1:50,000 scale showing the location of the proposed land for Compensatory Afforestation, ensuring that the uploaded Topo Map has a proper Map Index; Map Title and duly ink-signed by User Agency. **[Annexure-5].** 



[7] Regarding "Additional Information Details / General" the User Agency details hereunder all the details pertaining to queries raised in this connection.

**Query No.1:**

The first Query under this head relates to 3 out of the 8 documents enclosed to the proposal against which it is stated that the "remarks" are left blank.

**Regarding the above query the User Agency submits as follows:**

[a] One of the 3 documents referred to above, relates to the letter written by the Principal Chief Conservator of Forests to the Principal Secretary to Government, Dept. of Forests, Ecology and Environment on 14-07-2006 (Vide No. A5(2) GFL: CR3/06-07) wherein the PCCF, has recommended to the Principal Secretary to Govt., Dept. of F.E.E to move the matter with the Govt. of India, MOFE, for the diversion of 4 acres of forest land for the above said project in favour of Hubli Journalists Cooperative Housing Society, Hubli, subject to the conditions appended in Annexure "A", in view of the User Agency has complied the lease conditions and has paid the lease rent to date. The lessee has constructed 22 number of houses in the leased area. Hence the area under question has lost forest characteristic and has been developed into housing colony". This document is thus enclosed.

[b] Regarding the second document in question, the User Agency submits that the said document is a **"Pictorial Map of FS No. 68 of Unkal Village, which is the 4-00 Acres Forest Land leased to the User Agency, Hubli Journalists Cooperative Housing Society, over which, the User Agency has constructed 22 houses for its members, and earmarked an area for Park"**. This evidences pictorially that the Forest Land of 4-00 Acres leased to the User Agency, has been completely utilised, and hence enclosed.

[c] The Third document in question is the one which evidences the "Mutation Register of the Non-Forest Land of 4-00 Acres which belonged to its owner, Sri Maldar Hajaresab S/o. ShabanSab, who sold it to President, Hubli Journalists Cooperative Housing Society, Hubli (bearing S. No. 59/4) which in turn has been transferred to the Governor of Karnataka, through the DFO, Gadag for Compensatory Afforestation in lieu of the 4-00 Acres in F.S. No. 68, which is sought to be diverted to Hubli Journalists Cooperative Housing Society, Hubli". Thus this document is enclosed.

*NA*



[A] Regarding "2(a) – A valid document (the one registered with / authenticated by the Registrar) regarding office bearers of the Society, the User Agency encloses the "True Copy" of the document issued by the "Returning Officer and Cooperative Development Officer, Hubli" declaring the result of the Elections scheduled on 19-03-2017 under Karnataka Cooperative Societies Act, wherein office-bearers have been unanimously elected for Hubli Journalists Cooperative Housing Society, Hubli, for a period of next Five Years. **Document enclosed as Annexure-6.**

[B] Regarding "2(b) A condition-wise Compliance Report in respect of all 23 conditions of the Original Lease along with the (transaction details of all payments made in respect of Lease conditions by the User Agency to the Forest Department), the User Agency furnishes hereunder, the text of each condition laid down in "Annexure to G.O. No. AFD:218:FGL 73 dated 10-12-1973 is reproduced, and the compliance of the User Agency to each of the said conditions hereunder.

[1] The period of lease shall be 30 years, with option to renew the lease after expiry of the initial 30 years lease period for a further period of 30 years on such terms and conditions as may be mutually agreed upon and the Lessee shall give one year's, notice in writing to the Government for the exercise of such option.

**Compliance - [1]** After the period of lease was over, as per condition No.1, under the said condition, our Society, the Lessee, has given one year's Notice in writing to the Government, requesting the Government to extend the Lease for a further period of 30 Years, and has given such Notice before One Year of expiry of lease. Please refer to the Application dated 12-11-2002 (By Regd. A.D. Ref. No.1 HJCHS/RL/5/2002-03) with necessary enclosures as per Govt. Circular No. FSE/71 FFM 97 dated 18-9-1997. **(Application enclosed at Annexure-7).**

[2] The Lessee shall pay a rent of Rs.75/- per acre or part of an acre per year.

**Compliance - [2]** The Lessee has not only paid the Land rent of Rs.75-00 per acre under condition 2, but also has paid the enhanced Land rent of Rs.5,000/- per Hectare from 1997-98 to 2003-04, as directed by the Govt., along with the interest at 18% per annum for the above-said period as directed. (Please refer to reply detailed hereunder regarding details of Payment of Land rent).

[3] 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 Divisional Forest Officer concerned.



**Compliance** - [3] The boundaries of the leased Land have been ear-marked and boundary stones fixed at the cost of the lessee. They have been kept in tact.

[4] The lessee shall utilise the area mainly for the purpose for which it is granted.

**Compliance** - [4] The lessee has utilised the area of Lease exclusively and mainly for the purpose for which it has been allotted ie. for building houses for its members. In all 22 houses have been built and space earmarked for PARK and Community Hall. The leased land is fully utilised.

[5] Any amount due to the Government under the lease deed shall be recovered from the lessee as an arrears of land Revenue or under any other provision under which it could be recovered.

**Compliance** - [5] The total amount towards lease has been already and fully paid giving no room for recovery by any other method.

[6] The lessee shall be responsible for all the irregularities commissions or omissions committee either by himself or his agents or labourers within a radius of 2 furlongs from the leased area as if the said irregularities have been committed by himself.

**Compliance** - [6] The User Agency declares that no irregularities have been committed by either the lessee or his agents or labourers.

[7] The lessee shall bind himself to render every assistance and use of his labour and equipment to his best endeavour to extinguish fire, if any, in the adjoining forest areas under lease and the lessee shall in all cases give immediate notice of such occurrence of the fire to the nearest forest, Revenue or Police Officer.

**Compliance** - [7] No such casualty occurred either on the land leased or in its surroundings during the period of lease.

[8] The lessee shall permit the Officers and servants of Government with or without workmen at all times to enter upon the lands aforesaid to review the conditions and state thereof.

**Compliance** - [8] The lessee has always welcomed the Officers or servants of the Government to enter the leased land to review the conditions therein.





[9] The lessee shall not quarry stones or use earth for brick manufacture and for other such purposes without the previous permission of the Divisional Forest Officer concerned in writing and he shall use the same with permission only on payment of its value existing at the time of such removal.

**Compliance** - [9] The lessee has not resorted to any such activity stipulated in condition 9.

[10] The lessee shall deposit with the Forest Department a sum of Rs.500/- either in cash or bank guarantee for the satisfactory fulfilment of all the conditions and in case of breach of any of the conditions, the Conservator of Forests having jurisdiction over the area under lease shall be at liberty to impose penalty upto a maximum of Rs.100/- (Rupees one hundred only) for each such breach and recover the same. If the lessee fails to pay the same within 15 days from the date of such demand it shall be lawful for the Conservator of Forests to order recovery of this amount from the deposit. If any such penalty is recovered from the deposit, the deposit should be immediately made up so that the deposit is always Rs.500/-

**Compliance** - [10] Please refer to the letter dated 22-2-1974 (No. FD/GFL/74(08-09)/73-74) of the Divisional Forest Officer, Dharwad Division, Dharwad, addressed to Hon. Secretary of our Society, in which a Bank Guarantee for Rs.500/- has been furnished towards Security Deposit. No breach of any of the conditions of the lease has been committed by the Lessee.

[11] The lessee shall not sublet or mortgage or alienate the demised land or any portion thereof to any other party or body for any purpose without the specific permission of Government in writing, which the Government might concede subject to such terms and conditions as it may decide.

**Compliance** - [11] Condition 11 has been duly complied with by the Lessee.

[12] The lessee shall not do any act which is destructive or permanently injurious to the land excepting the construction of allied buildings as approved by the Departmental Officers not below the rank of the Divisional Forest Officer.

**Compliance** - [12] The Lessee has implicitly fulfilled condition No.12, while constructing buildings on the leased premises.

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



**Compliance** - [13] The Lessee has fulfilled this condition and has cleared all the payments relating to Land rent of the land leased to the Lessee-Society and has paid all the rents upto-date. (Please refer to the letter dated 14-07-2006 of the P.C.C.F – **Annexed refer Ann.-9**).

[14] If the lessee fails to pay to the Government any sum or sums payable under the lease on the respective dates on which they become due, the lessee shall pay interest at 9% per annum or at such rates as may be fixed in the years to come on such amounts from the due dates to the date of payment. For the purpose or reckoning interest, the period of 15 days and above shall be reckoned as one month and that below reckoned as half a month.

**Compliance** - [14] The Lessee has abided by condition 14 of the Agreement.

[15] 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 upto the date of withdrawal of the order of suspension.

**Compliance** - [15] This contingency never arose during the Lease period.


[16] The sum of Rs.500/- deposited by the lessee under condition No. (10) or such portion thereof as is available at the time of expiry of the contract, shall be returned to the lessee as early as possible thereafter.

**Compliance** - [16] The Lessor has not yet discharged his obligation under condition 16 till date.

[17] The lessee shall abide by other terms and conditions as may be imposed by Government from time to time, after mutual agreement.

**Compliance** - [17] The Lessee has obeyed condition No.17, even when Lease rent was increased arbitrarily.

[18] The annual rental indicated in condition No. (2) above is subject to revision if the circumstances so warrant and in a manner advantageous to Government.

**Compliance** - [18] The Lessee has paid the enhanced Land rent as directed by the Lessor from 1997-98 till completion of the duration of the Lease. 



[19] The lessee shall obtain a licence from the competent authority if necessary before taking possession of the land.

**Compliance** - [19] The Lessee has abided by this condition before taking possession of the leased land.

[20] The lessee shall use the area for the purpose for which it is granted and utilise the area within a period of 5 years.

**Compliance** - [20] The Lessee has built 22 houses for members of the Society and thus has fully used the land leased for the purpose for which it has been granted and within the stipulated period.

[21] The lease shall be cancelled by Government if the lessee does not fulfil any of the conditions; of this agreement. In the event of such cancellation, the lessee shall not claim any compensation or damages from Government on that account and no damages or compensation shall be paid. In the event of cancellation of this agreement the buildings whatever is standing on the land on that date of such cancellation shall become the absolute property of Government.

**Compliance** - [21] The contingency as envisaged in condition No.21, did not arise during the period of Lease.

[22] On expiry of the contract period the lessee shall removal all fixtures and moveable which have been paid for by him from the demised land within a period of 6 (six) months from the date of expiry and the lessee shall hand over the vacant possession of the area at the end of the period specified falling which the Government shall be at liberty to take suitable action.

**Compliance** - [22] The Lessee under condition No.1, has opted to request the Lessor to grant the Lessee extension of Lease of the said Land for a further period of 30 Years and the status quo ante 10-12-2003 shall be continued till grant of diversion of the said Land to the User Agency.

[23] The trees standing on the area if any will be disposed of by the Department before possession of the area is handed over to the lessee.

**Compliance** - [23] The Lessor has fulfilled condition No.23, before handing over possession of the demised Land to the Lessee at the time of handing over possession of the demised Land to the Lessee.

[C] Regarding "2(c) – Clarification (on Official letter head) whether the entire lease area has been physically demarcated by way of fence/compound Wall/boundary pillars etc). If Yes, Please provide the mode



of demarcation”, the User Agency has in its official letter-head, furnished the mode of Physical demarcation and annexed it as **Annexure-8**.

**[D] Regarding “2(d) – Clarification whether the User Agency has utilised and developed the entire lease area or not. If no, Please upload a Map showing the original Lease Area and the Area actually utilised/developed”, the User Agency, has developed the entire lease area by building 22 Houses for its members and earmarking an area for developing a PARK and a Community Hall and hence the entire lease area is developed and fully used and no lease area has been left unutilised. Hence the question of uploading a Map showing the original Lease Area and the Area actually utilised/developed does not arise.**

**[E] Regarding-“2(e) – Clarification Note whether the present User Agency, ie. HUBLI JOURNALISTS COOPERATIVE HOUSING SOCIETY, HUBLI” has any relationship with the “Hubli Literary and Journalists Cooperative Housing Society Ltd., Hubli”. If so, Please specify the exact nature of such relationship between the two”, the User Agency submits as follows:**

The User Agency, “Hubli Journalists Cooperative Housing Society Ltd, Hubli”, is an entity, which is independently registered under Sec 7 of the Mysore Cooperative Societies Act, 1959, on 21-9-1973 (with registration NO. DII/ARD/2716/73-74) and has absolutely no relation with “Hubli Literary and Journalists Cooperative Housing Society Ltd., Hubli”.

**[F] Regarding-“3 - As the proposal needs to be submitted to the Govt. of India all documents should be in English. In case of non-English documents, Please also upload an English Translation of (duly attested) authenticated, by Competent Authority UA) needs to be uploaded, the User Agency submits that all the documents and the compliances and clarifications are in English.**

**Additional Pleas by the User Agency:**

**[I] The User Agency invites the Special Attention of Principal Chief Conservator of Forests, (Head of Forest Force) as also the Additional Principal Chief Conservator of Forests (For Conservation) AND Nodal Officer (FCA), to the following Very Important OFFICIAL DOCUMENT, to assert and substantiate the incontrovertible fact, that the User Agency, Hubli Journalists Cooperative Housing Society, Hubli, has complied with all Lease conditions and has paid the Lease rent upto date, and that the Leased area has lost forest characteristics and has been developed into housing colony.**



I upload herewith the letter dated 14-07-2006 of the Principal Chief Conservator of Forests, (Vide No. A5(2) GFL:CR-3/06-07), addressed to the Principal Secretary to Government, Department of Forests, Ecology and Environment, Bangalore [Annexure-9], and draw your kind attention to the following contents, which are abstracted from the above-said letter.

This letter is on the subject – **“Diversion of 4 Acres of Forest Land in Unkal Survey No. 68 in favour of Hubli Journalists Cooperative Housing Society, Hubli”**.

**I extract the following Paragraphs of this letter, and draw your special attention to them:**

**“The Deputy Conservator of Forests, Dharwad Division, Dharwad in his site inspection report has reported that the lessee has complied the lease conditions, and has paid the lease rent upto date. The Lessee has constructed 22 number of houses in the leased area. Hence the area under question has lost forest characteristics and has been developed into housing colony”**.

**“Further the Conservator of Forests, Dharwad Circle, Dharwad and Deputy Conservator of Forests, Dharwad Division, Dharwad, has recommended for diversion of forest land for the purpose, which it was granted. “In view of the above, I request you kindly to move the matter with the Govt. of India, MOFE for the diversion of 4-00 Acres of forest land for the above-said project in favour of Hubli Journalists Cooperative Housing Society subject to the conditions appended in Annexure-“A”**.

The above extracts from the letter of PCCF dated 14-07-2006, bear conclusive proof and lasting testimony regarding [1] User Agency having fulfilled all the conditions of Lease [2] User Agency having paid Lease rent upto date [3] That the Leased forest land has lost forest characteristics as it has been developed into housing colony by the User Agency, [4] That the Central Govt., MOFE Dept, be moved for diversion of 4-00 Acres of forest land for the Housing Project, in favour of Hubli Journalists Cooperative Housing Society, Hubli.

[II] Regarding transfer of 4 Acres of Non-Forest Land from the User Agency to the Forest Department for Compensatory Afforestation, I invite the kind attention of the Principal Chief Conservator of Forests as also the Addl. Principal Chief Conservator of Forests (Forest Conservation) and Nodal Officer (FCA) to the following documents which have already been submitted to the Principal Chief Conservator of Forests, Bengaluru, on 10<sup>th</sup> June 2019, along with



a Note on “Justification for Transfer of 4-00 Acres of forest land in Unkal village F.S. No. 68 to Hubli Journalists Cooperative Housing Society, Nripatunga Betta, Hubli”. These Documents are uploaded and annexed as Annexure-10 and Annexure-11. However these documents bear ample testimony to the incontrovertible fact that the User Agency has fulfilled this condition also way back in November 2016 itself and **that the said 4-00 Acres transferred in the name of D.F.O, Gadag, is in the possession of Forest Department for the last Five Years.**

**Prayer**

In view of the Compliances and Clarifications, furnished to the letter dated 20<sup>th</sup> March 2020 (E-8325) [ Old File No. A5(2):GFL:CR:09.2017-18 and E-Office File No. KFD/HOFF/A52K(GFL)/84/2019-FC), our User Agency, Hubli Journalists Cooperative Housing Society, Hubli, most earnestly requests your good-self to seek necessary prior approval Under Sec 2 of Forest Conservation Act, 1980, by sending up the Proposal for diverting 4 Acres of Forest Land in F.S. No. 68 of Unkal, Hubli to the User Agency, Hubli Journalists Cooperative Housing Society, Hubli, and after obtaining approval of GOI, grant on lease for 30 Years the said 4-00 Acres of forest land in F.S. No. 68 to Hubli Journalists Cooperative Housing Society, Hubli, to enable the Veteran Journalists, who have rendered and are rendering yeoman service to the Society by being the eyes and ears of the Society. We shall be highly obliged for this kind favour, and for expediting the said diversion of forest land sought for.

**Thanking You,**



**Yours faithfully,**

**(DR. K.S. SHARMA)**  
**President**

**Encl:- 11 Annexures**

**Copy to:**

**[1] Addl. Principal Chief Secretary(Forest Conservation) and Nodal Officer (FCA), Aranya Bhavan, Malleshwaram, Bangalore-560 023.**

**[2] Deputy Conservator of Forests, Dharwad Division, Dharwad.**

**- Submitted in Ten Sets with a request to do the further needful in the matter.**

**Encl:- Ten Sets submitted.**



**(DR. K.S. SHARMA)**  
**President**