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# **Government of Karnataka**

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PRADEEP I PATIL S O IRANGOUDA PATIL AT BELAGAVI

Article 12 Bond

MEMORANDUM OF UNDERSTANDING

(Zero)

PRADEEP I PATIL S O IRANGOUDA PATIL AT BELAGAVI

SRI KUMARASWAMY MINERAL EXPORTS PVT LTD

PRADEEP I PATIL S O IRANGOUDA PATIL AT BELAGAVI

(Five Hundred only)



Shivashakti Wulli-Purpose Soul Sahal ari Niyamit, Khanapu

Please write or type below this line

# "MEMORENDUM OF UNDERSTANDING"

This memorandum of understanding is made and executed on this 29th day of June 2019 at Belagavi, Belagavi Dist. by and between:

Sri Pradeep I Patil S/o. Irannagouda aged about 23 years, Occupation: Agriculture, having Aadhaar No.321301537890, Residing at Bunglow No.52, Sanskruthi Plams, Mondoli Road, Bhavani Nagar, Tilakwadi, Hukkeri, Belgaum, Belgaum District, Karnataka-590006.

Statutory Alert:

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Hereinafter referred to as the "GENERAL POWER OF ATTORNEY HOLDER" (which expression shall men and include their legal heirs, successors, successors-in-interest, executors, administrators, legal representatives, attorneys and assigns) of the ONEPART

and

Sri Kumaraswamy Mineral Exports Pvt.Ltd., a private limited company incorporated under the companies Act, 1956 having its HeadOffice at No.35, 3<sup>rdt</sup> Floor, Park Enclave, Tasker Town, Shivaji Nagar, BENGULURU-560051, India duly represented by its Authorized Person Mr. N Maheshwara Reddy, General Manager aged about 52 years, residing at Flat No.214, Shivaprakruthi Apartments, Talacauvery Layout, Amruthahalli, Byatarayanapura, Benguluru North, Benguluru, Karnataka hereinafter referred to as the User agency (Which expression shall mean and include his successor-in-office, executors, administrators, attorneys and assigns) of the OTHER PART.

Whereas, the Land owners are the absolute owners and are in peaceful possession and enjoyment of all that piece and parcel of lands as follows:

- Mahjik Satteri S/o. Krishna Owner of Sy.No.69 measuring 01 Acres and 17Guntas & Sy.No.75 measuring 00 Acre 26 Guntas situated in Mughavade village, Jamboti Hobli, Khanapur Taluk, Belagavi District which is more fully described in the schedule and is hereinafter referred to as the Schedule Properties.
- Desai Jayamala Ramachandra Owner of Sy.No.70/1 measuring 03 Acres and 32Guntas, Sy.No.70/2 as per RTC (70/A as per GPA) measuring 01 Acre 12 Guntas & Sy.No.83 measuring 2 Acres 16 Guntas situated in Mughavade village, Jamboti Hobli, Khanapur Taluk, Belagavi District which is more fully described in the schedule and is hereinafter referred to as the Schedule Properties
- Dalvi Priyavanda Madhukar Owner of Sy.No.82 measuring 09 Acres and 21Guntas, Situated in Mughavade village, Jamboti Hobli, Khanapur Taluk, Belagavi District which is more fully described in the schedule and is hereinafter referred to as the Schedule Properties.

However these land owners are not competent enough to handle the legal aspects of alienation of their property. Thus in order to overcome their inability they all legality have enacted a "General Power of Attorney's" in favour of Sri Pradeep S/o. IrangoudaPatil to do and complete all the necessary Acts in order to hand over a clear meaningful title to the Purchaser and also have undertaken to keep indemnified the purchaser any future legal complications.

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These General Power Attorney's Executed at Belgaum and Registered at SUB-REGISTRAR, BELGAUM Office and details as follows:

- 1. Registration No.315/15-16, dated: 09/09/2015 of Sy.No.69.
- 2. Registration No.314/15-16, dated: 09/09/2015.of Sy.No.75.
- 3. Registration No.245/15-16, dated: 07/08/2015 of Sy.No's.70/1, 70/2(70/A) & 83.
- 4. Registration No.246/15-16, dated: 07/08/2015 of Sy.No.82.

Whereas, the Scheduled properties being situated adjacent to Keravali Reserve Forest in Mughavade Village, Jamboti Hobli , Khanapur Taluk, Belagavi District, Karnataka.

Whereas the User Agency is a Private Limited Company and lessee of Iron Ore Mine ML 2141 situated at Sandur, Ballari Dist.

Whereas the User Agency has applied for forest clearance to divert 12.4724 acre of forest land in the RamanaMalaia Block & Swami Malia Block for construction of downhill conveyor system for transportation of iron ore in compliance with directions of the Hon'ble SupremeCourt dated 21.03.2017. Whereas in accordance with the procedure laid down the MOEF, the User Agency is required to provide Compensatory Afforestation Land equipment to the area to be diverted under proposal, in the interest of environment protection in addition to payment of Net present value of land being diverted.

Whereas, the Land Owners have expressed their willingness to hand over the Schedule property for Afforestation purpose and the User Agency has agreed to pay good and valuable consideration to the Land Owners for transferring the schedule property to the forest department for afforestation purpose.

# NOW THIS MEMORENDUM OF UNDERSTANDING WITNESSTH BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

- 1. The Land Owners represent that
  - a. They are the absolute owner of the Schedule properties and all necessary revenue documents, titles are standing in their name, and all tax assessment on the Schedule property occur in their name.
  - b. That there are no encumbrances, liens, charges, Government dues, attachments, acquisition, or requisition, proceedings pending on the Schedule properties the "Land Owners have clear and marketable title to transfer the Schedule Properties and have absolute power to convey the same.
  - c. That the Land Owners have not entered into any agreement/arrangement of whatsoever nature in respect to the Schedule properties abd/or in any manner parted/agreed to part with the possession of the Schedule properties to any other person/s.
- The Land users hereby consent to transfer the Schedule property and execute sale deeds
  in favour of the Forest Department, Government of Karnataka or any other authorised
  person and shall execute any other documentation required for effective transfer of the
  Scheduled property to the Forest Department, Government of Karnataka.

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- The user Agency undertakes to pay the land users good and valuable consideration for the area so transferred to the forest department in accordance with the present fair market value.
- 4. In consideration of land users executing sale deed in favour of the Forest Department, Government of Karnataka or any other authorised person as compensatory afforestation for forest land diverted for the user agency.
- 5. In consideration of land users executing sale deed in favour of the Forest Department, Government of Karnataka or any other authorized person as compensatory afforestation for forest land diverted for the user agency, the user agency shall pay the land owner an amount of Rs.1,40,000/ - (Rupees One Lakh Forty Thousands only) per Acre of So Conveyed.
- 6. Now we are paying Rs.05, 000/-(Rupees Five Thousand only) per Acre, totaling to Rs.100500/-(Rupees One Lakh and Five Hundreds only, i.e. 19 Acres 24 Guntas \*5,000/-) as advance through NEFT vide Reference No. NEFT LBELL 19 み 102 ナチル り , dated: 10 ナラー いり of IDBI, Sandur Branch, Ballari Dist. Balance Amount will pay at the time of Registration.
- 7. The Land Owners shall provide all necessary title deeds for the title verification as and when demanded by the user agency or forest department and make out clean, clear and marketable title to the Schedule properties free any encumbrance to enable execution of sale deed in favour of forest department.
- The Land Owners undertake to do all necessary acts and deeds, as provided under the law in order to record the name of the Forest Department in the records of rights in respect of the Schedule Properties after title document is executed in favour of the forest Department
- 9. The Land Owners shall not obstruct any personnel from the Forest Department or any other authority or representative of user agency from inspecting the scheduled property and shall provide access to the schedule property at all times.
- 10. The expenses by way of stamp duty payable on this MOU and deed of conveyance and any other document if executed pursuant to the MOU and the registration charges in respect thereof will be paid by the User agency.
- 11. This MOU shall stand automatically revoked if the forest department does not issue 'Fitness Certificate' for the Scheduled property indicating if the said in land can be used for the Compensatory Afforestation purpose.
- 12. In Turn it is accepted and undertaken by the "GENERAL POWER OF ATTORNEY HOLDER" that before Executing the Alienation documents in favour of Forest Department, he shall hand over the No Objection Certificate from Banks/Financial Institutions of Private & Public.

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IN WITNESS WHEREOF the parties have put their respective hands the day and ear first above written.

### SCHEDULE PROPERTIES

 All that piece and parcel of the Land bearing Sy.No. 69 measuring 01 Acres 17 Guntas in Mughavade village, Jamboti Hobli, Khanapur Taluk, Belagavi District and bounded on:

EAST BY : Land of Sy.No.66 (Forest)

WEST BY: Nala& Forest
NORTH BY: Land of Sy. No.68
SOUTH BY: Land of Sy. No. 70/2.

2. All that piece and parcel of the Land bearing Sy.No. 70/1 measuring 03 Acres 32 Guntas in Mughavade village, Jamboti Hobli, Khanapur Taluk, Belagavi District and bounded on:

EAST BY: Land of Sy.No.82
WEST BY: Land of Sy.No.72

NORTH BY: Land of Sy. No.66 (Forest)

SOUTH BY: Land of Sy. No. 81

3. All that piece and parcel of the Land bearing Sy.No. 70/2 as per RTC (70/A as per GPA) measuring 01 Acre 12 Guntas in Mughavade village, Jamboti Hobli, Khanapur Taluk, Belagavi District and bounded on:

EAST BY: Land of Sy. No.82. WEST BY: Land of Sy. No.72.

NORTH BY: Land of Sy. No.66 (Forest)

SOUTH BY: Land of Sy. No.81

 All that piece and parcel of the Land bearing Sy.No. 75 measuring 0 Acre 26 Guntas in Mughavade village, Jamboti Hobli, Khanapur Taluk, Belagavi District and bounded on:

EAST BY: Land of Sy. No.81.
WEST BY: Land of Sy. No.74
NORTH BY: Land of Sy. No.70/2
SOUTH BY: Land of Sy. No.76

 All that piece and parcel of the Land bearing Sy.No. 82 measuring 09 Acres 21 Guntas in Mughawade village, Jamboti Hobli, Khanapur Taluk, Belagavi District and bounded on:

EAST BY: Land of Sy. No.83 &57. WEST BY: Land of Sy. No.70/1

NORTH BY: Land of Sy. No.Gao tana & Sy.No.66 (Forest)

SOUTH BY: Land of Sy. No's.81,77 & 57.

(Forest)

 All that piece and parcel of the Land bearing Sy.No. 83measuring 2 Acres 16 Guntas in Mughavade village, Jamboti Hobli, Khanapur Taluk, Belagavi District and bounded on:

EAST BY: Land of Sy. No. 57. WEST BY: Land of Sy. No. 82.

NORTH BY: Land of Sy. No.40 & Sy.No.66 (Forest)

SOUTH BY: Land of Sy. No.57.

LAND OWNER	Signature	Photograph
Sri Pradeep I Patil S/o. Irannagouda	L'adam'	
User Agency Sri Kumaraswamy Mineral Exports		TDI -8802
Pvt Ltd., Represented by	rul:	(35)
Mr. N Maheshwara Reddy		
Witness  1 .Shekar Jai , S/o.Dundappa,  H.No.453,Midakanatti,  Gokak , Belagavi Dist.	Som	
2 .P.Narayanaswamy, S/o.Late P Nararyanappa Chowadary. Ballari	P. MARAY SWAMY	
3. Irangouda Patil, S/o.Shivanagouda, Belagavi.	(I.S. PATEL)	





ಭಾರತೀಯ ವಿಶಿಷ್ಟ ಗುರುತು ಪ್ರಾಧಿಕಾರ

# ಭಾರತ ಸರ್ಕಾರ Unique Identification Authority of India Government of India

ನೋಂದಾವಣಿ ಕ್ರಮ ಸಂಖ್ಯೆ / Enrollment No. : 0129/62015/08202

To Pradeep I Patil ಪ್ರದೀಪ ಈ ಪಾಟೀಲ S/O: Iranagouda Bunglow No - 52, Sanskruti Plams Mandoli Road, Bhavani Nagar, Belgaum Tilakwadi,Hukkeri,Belgaum, Kamataka - 590006 8971271811



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ನಿಮ್ಮ ಆಧಾರ್ ಸಂಖ್ಯೆ / Your Aadhaar No. :

3213 0153 7890

ನನ್ನ ಆಥಾರ್, ನನ್ನ ಗುರುತು



ಭಾರತ ಸರ್ಕಾರ Government of India



ಪ್ರದೀಪ ಈ ಪಾಟೀಲ Pradeep I Patil

ಜನ್ಮ ದಿನಾಂಕ / DOB: 01/07/1996

ಪುರುಷ / Male

3213 0153 7890



ನನ್ನ ಆಧಾರ್, ನನ್ನ ಗುರುತು

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## ಮಾಹಿತಿ

- ಆಧಾರ್ ಗುರುತಿನ ಪುರಾವೆಯೇ ಹೊರತು ಪೌರತ್ವದ್ದಲ್ಲ .
- ನಿಮ್ಮ ಗುರುತನ್ನು ಸಾಬೀತುಪಡಿಸಲು, ಆನ್ ಲೈನ್ ಮೂಲಕ ದೃಢೀಕರಿಸಿ .

## INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .
- ಆಧಾರ್ ದೇಶದಾದ್ಯಂತ ಮಾನ್ಯತೆಯನ್ನು ಪಡೆದಿದೆ.
- ಭವಿಷ್ಯದಲ್ಲಿ, ಸರ್ಕಾರಿ ಹಾಗೂ ಸರ್ಕಾರೇತರ ಸೇವೆಗಳನ್ನು ಪಡೆಯಲು ಆಧಾರ್ ನಿಮಗೆ ಸಹಾಯಕವಾಗಲಿದೆ.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ಭಾರತೀಯ ವಿಶಿಷ್ಟ ಗುರುತು ಪ್ರಾಧಿಕಾರ

Unique Identification Authority of India

ವಿಳಾನ: ತಂದೆ / ತಾಯಿಯ ಹೆಸರು: ಈರಣಗೌಡ, ಬುಂಗ್ಡೌ ನ - 52, ಸಂಸ್ಕೃತಿ ಪ್ಲಂಸ್, ಮಂಡೋಳಿ ರೋಡ್, ಭವಾನಿ ನಗರ,, ಬೆಳಗಾವಿ, ಬೆಳಕವಾಡಿ, ಕರ್ನಾಟಕ, 590006

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