

# Lakshmi Minerals

Phone: 08394-230644

Date: 22-06-2023

Iron Ore Mines Owner &

No. 601, 7th Main, Near Balanjaneya Temple, M.J. Nagar Hospet - 583 201, Karnataka. E-mail : srilakshmiminerals@gmail.com

To,
Deputy Conservator of Forests
O/o Deputy Conservator of Forests,
Territorial Division, Near Zoo Compound,
Radio Park, Bellary.

Dear Sir.

Sub:- Submission of 07 sets of hard copies for Stage-II clearance against our proposal number FP/KA/MIN/48654/2020.

Hereby we would like to draw your kind attention with reference to the above subject, as we were seeking stage-II approval for 0.32 ha. of forest land in Ramanamalai Block Forest (Ramgad Forest Block), near Jaisinghpur village, Sandur Taluk, Ballari District, for the existing approach road for Jaisinghpur Iron Ore Mines (ML No. 2545) in favour of M/s. Lakshmi Minerals, Hospet, Ballari District. The Honourable Dept. of Forest accorded us Stage-I clearance on 06th April, 2022 vide letter number FEE 13 FFM 2022 (E) and directed us to adhere to a few compliances. Hence, we have followed all the compliances that were mentioned in the letter, and seven sets of hard copies of the same have been attached herewith in the form of files for your kind reference. We request you to acknowledge the same.

This is for your kind information and necessary action.

Thanking you Sir,

Yours Faithfully,

K R Kaviraj (Proprietor)

Sri Lakshmi Minerals



# Lakshmi Minerals

Iron Ore Mines Owner

No. 601, 7th Main, Near Balanjaneya Temple, M.J. Nagar Hospet - 583 201, Karnataka. E-mail: srilakshmiminerals@gmail.com

Phone: 08394-230644

Date: 22.06.2023

Proposal No.: FP/KA/MIN/48654/2020

Name of the Proposal: Diversion of 0.32 ha. of forest land in Ramanamalai Block Forest (Ramgad Forest Block), near Jaisinghpur village, Sandur Taluk, Ballari District for existing approach road for Jaisinghpur Iron Ore Mines (ML No. 2545) in favour of M/s. Lakshmi Minerals, Hospet, Ballari District.

## **Compliance Report to Stage-I Conditions**

## Part-A

SN	Conditions	Compliance
1	The User Agency shall transfer online, the Net Present Value (NPV) of the forest land being diverted under this proposal, as per the guideline issued by Ministry vide letter No.5-3/2011-FC (Vol-l) dated 06/01/2022. The requisite funds shall be transferred through online portal into CAMPA account of the State Concerned.	As per demand notice of your kind office, we have transferred Rs. 1267228 UTR No :PUNBR52022101917521786 Dated 19-10-2022 as NPV charges through online into CAMPA account of the state. Payment details enclosed as Annexure-1.
2	The identified non forest land of 0.64 ha. in Sy.No. 92, Kallahalli village, Hosapete Taluk for raising Compensatory Afforestation (CA) shall be transferred and mutated in the name of forest department and notified as RF/PF prior to Stage II approval.	The above lands are transferred and mutated in favor of Forest Department. Details of documents are enclosed as Annexure-2
3	The User Agency shall transfer the cost of raising and maintaining the compensatory afforestation at the current wage rate in consultation with State Forest Department in the account of CAMPA of the concerned State through online portal. The scheme may include demarcation of CA land using chain link fencing with provision for planting of tall plants, watering and SMC works and appropriate provision for anticipated cost increase for works scheduled for subsequent years.	As per demand notice of your kind office, we have transferred Rs. 1267228 Dated 19-10-2022 which is inclusive of cost of raising and maintaining the compensatory afforestation at the current wage rate in consultation with State Forest Department into CAMPA account of the state. Payment details enclosed as Annexure-3
4	All the funds received from the user agency under the project shall for through Eportal be transferred/deposited in CAMPA account only through e-portal (https://parivesh.nic.in/). Amount deposited through other mode will not be accepted as compliance of the Stage-l clearance.	As per the demand notice all the funds are transferred through E-portal and deposited in the CAMPA fund, payment details enclosed as Annexure-4

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5	The KML file of the area diverted, SMC, works and CA area shall be uploaded the e-green watch portal with all requisites details and the same shall be submitted along with compliance report.	Issue Pertains Forest department
6	The compliance report shall be uploaded on e-portal (https://parivesh.nic.in/).	The compliance report is uploaded on e-portal and screenshot of the same is attached herewith as Annexure-5
7	The State Government shall complete settlement of rights, in term of the Copy of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Form 1A issued Rights) Act 2006, if any, on the forest land to be diverted and submit the DC after the documentary evidence as prescribed by this Ministry in it's letter No. 11-9/1998-FC dated 3rd August 2009 read with 05.07.2013 with necessary enclosures, in support thereof	settlement of rights, in term of the Copy of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Form 1A issued Rights) Act 2006 was accorded and same is attached herewith as Annexure-6
8	The boundary of the diverted forestland shall be suitably demarcated on ground at the project cost as per the directions of concerned Divisional Forest Officer	The boundary of the diverted forest land was suitably demarcated on ground at the project cost as per the directions of concerned Divisional Forest Officer the photos of demarcated area is attached herewith as Annexure-7
9	Violation of any of these conditions will amount to violation of Forest (Conservation) Act, 1980 and action would be taken as prescribed in Para 1.21 of Act, 1980 as issued by this Ministry's letter No. 5-2/2017-FC dated 28.03.2019.	Hereby we assure that we don't violate any of these conditions under Forest (Conservation) Act, 1980 undertaking regarding the same is attached as Annexure-8

## Part-B

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as Annexure-10
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3	At the time of payment of the Net Present Value (NPV) at the then prevailing rate, the User Agency <i>shall</i> furnish an undertaking to pay the additional amount of NPV, if so determined, as per the final decision of the Hon'ble Supreme Court of India.	Undertaking to pay the additional amount of NPV is attached herewith as Annexure-11
4	User Agency shall obtain the Environmental Clearance as per the <i>provisions of the</i> Environment (Protection) Act, 1986, if applicable.	Not Applicable We have obtained Environmental Clearance for Mining Lease area as per the provisions of the Environment (Protection) Act, 1986, details of the same is attached as Annexure-12
5	The period of diversion under this approval shall be coterminus with the period of mining lease granted in favour of the user agency or the project life, whichever is less.	The period of diversion under this approval is co-terminus with the period of mining lease
		granted in favor of the user agency copy of the Mining lease has been attached herewith as Annexure-13
6.	The total forest area utilized for the approach road shall not exceed 0.32 ha	The total forest area utilized for the approach road will not exceed 0.32 ha, undertaking of the same has been attached herewith as Annexure-14
7	No labour camp shall be established on the forest land.	No labour camp will be established on the forest land undertaking of the same is attached herewith as Annexure-15
8	No additional or new path will be constructed inside the forest area for transportation of construction materials for execution of the project work.	No additional or new path will be constructed inside the forest area for transportation of construction materials for execution of the project work. Undertaking regarding the same is attached herewith as Annexure-16
9	The forest land shall not be used for any purpose other than that specified in the project proposal.	The forest land will not be used for any purpose other than that specified in the project proposal undertaking of the same is attached herewith as Annexure-17
10	The forest land proposed to be diverted shall under no circumstances be transferred to any other agency, department or person without prior approval of the Central Government.	The forest land proposed to be diverted will under no circumstances be transferred to any other agency, department or person without prior approval of the Central Government undertaking regarding the same is attached as Annexure-18

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Fi	No damage to the flora and fauna of the adjoining area shall be caused	We ensure that No damage to the flora and fauna of the adjoining area will be caused undertaking of the same is attached herewith as Annexure-19
12	The layout plan of the approach road shall not be changed without the prior approval of the Central Government.	The layout plan of the approach road will not be changed without the prior approval of the Central Government undertaking regarding the same is attached herewith as Annexure-20
13	The concerned Divisional Forest Officer, will monitor and take necessary mitigative measures to ensure that there is no adverse impact on the forests in the surrounding area.	
14	The User Agency shall submit the annual self-compliance report in respect of the above stated conditions to the State Government and Integrated Regional Office, Bangalore by the end of March every year.	We will submit the annual self- compliance report in respect of the above-stated conditions to the State Government and Integrated Regional Office, Bangalore by the end of March every year undertaking of the same is attached herewith as Annexure- 21
15	The user agency shall comply all the provisions of the all Acts, Rules, Regulations, Guidelines, Hon'ble Court Order (s) and NGT Order (s) pertaining to this project, if any, for the time being in force, as applicable to the project.	We shall comply all the provisions of the all Acts, Rules, Regulations, Guidelines, Hon'ble Court Order (s) and NGT Order (s) pertaining to this project, if any, for the time being in force, as applicable to the project an
	<u> </u>	undertaking regarding the same is attached herewith as Annexure-22
		HOSPET RA

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AGENCY COPY







### NEFT / RTGS CHALLAN for CAMPA Funds

Date: 18-10-2022

Agency Name.	LAKSHMI MINERALS
Application No.	5848654014
MoEF/SG File No.	F.NO.4-KRB1348/2022-BAN/
Location.	KARNATAKA
Address.	601, 7TH MAIN, NEAR BALANJANEYA TEMPLE, M.J NAGAR, HOSPET, KARNATAKABEIIAIY
Amount(in Rs)	1267228/-

Amount in Words :Twelve Lakh Sixty-Seven Thousand Two Hundred and Twenty-Eight Rupees Only

# NEFT/RTGS to be made as per following details;

Beneficiary Name:	KARNATAKA CAMPA						
IFSC Code:	UBIN0996335						
Pay to Account No.	150735848654014 Valid only for this challan amount.						
Bank Name & Address:	Union Bank Of India FCS Centre,21/1, III Floor, Jelitta Towers, Mission Rozd, Bengaluru-560027						

This Challan is strictly to be used for making payment to CAMPA by NEFT/RTGS only

Note: After making the required payment through a even after 7 working days, then kindly mail a copy id to Email: fcsblr@unionbankofindia.bank, epurs ubin0903710@unionbankofindia.bank





# पंजाब नेशनल बैंक 🕒 punjab national bank



Branch: #434, Ward No-4, Patel Nagara, Railway Station road Hospete-583201 Ph.08394 -224101, email:bo6548@pnb.co.in

CN/654800/Accounts/ /2023-24 Date: 17/05/2023

To

The Office of the Deputy conservator of forest Bellary Division, Bellary.

Respected Sir/Madam,

Sub: Confirmation of RTGS remittance

We hereby confirm you that our branch executed a remittance through RTGS from Shri. KAVIRAJ KALAHALLI RANGARAJU, Account No - 6548000100036241 on 19/10/2022. Please find the below remittance details

Beneficiary Account No - 150735848654014 Beneficiary Name - KARNATAKA CAMPA Beneficiary Bank - UNION BANK

UTR NO - PUNBR52022101917521786 AMOUNT - Rs. 12,67,228/-Transaction Dt - 19/10/2022

This letter is issued on the specific request of the customer.

Thanking you कृते पंजाब नेशनल देक FOI PUNJAB NATIONAL BANK

TICHTENEN Managenanager होमपेरे शाला /Hospet Branch

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## NEFT / RTGS CHALLAN for CAMPA Funds

Date: 18-10-2022

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Application No.	5848654014
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Address.	601, 7TH MAIN, NEAR BALANJANEYA TEMPLE, M.J NAGAR, HOSPET, KARNATAKABEIIAIY
Amount(In Rs)	1267228/-

Amount In Words :Twelve Lakh Sixty-Seven Thousand Two Hundred and Twenty-Eight Rupees Only

# NEFT/RTGS to be made as per following details;

Beneficiary Name:	KARNATAKA CAMPA					
IFSC Code:	UBIN0996335					
Pay to Account No.	150735848654014 Valid only for this challan amount.					
Bank Name & Address:	Union Bank Of India FCS Centre,21/1, III Floor, Jelitta Towers, Mission Road, Bengaluru-580027					

This Challan is strictly to be used for making payment to CAMPA by NEFT/RTGS only

Note: After making the required payment through c even after 7 working days, then kindly mail a copy id to Email: fcsblr@unlonbankofindia.bank, epurs ubin0903710@unlonbankofindia.bank



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The committee meeting proceedings held on 18-08-2021 at 11:00 A.M. under the presidentship and before Hon'ble Assistant Commissioner, Sub Division Ballari with regard to scheduled tribes and other traditional residents of forest (to upheld the forest rights).

The officers/members present in the meeting.

- 1. Hon'ble Assistant commissioner, Ballari.
- 2. Assistant conservation of forest.
- 3. Welfare officer of taluk schedule categories, Ballari.
- 4. Welfare officer of Taluk scheduled categories, Sandur
- 5. Welfare officer of taluk schedule categories, Sirugappa.
- 6. Circle officer of forest sandur (North)
- 7. Circle office of forest sandur (South)
- 8. Panchayath department officer Grama panchayath Anthapura taluk, Sandur.
- 9. Panchayath development office Grama Panchayath, Suseela Nagar, Taluk Sandur.
- 10. Panchayath development officer Grama Panchayath narasingapura, Taluk Sandur.
- 11. Panchayath development officer Grama Panchayath Talur, Taluk Sandur.

- 12. The Panchayath development officer Grama Panchayath Vitalapur, Taluk Sandur.
- 13. The panchayath development officer Grama panchayath metriki, taluk sandur.
- 14. The warm welcome made by the member secretary for the mentioning of president and members ballari sub division land schedule tribe and other traditional forest residents (to approach the forest rights) the meeting was started.
- 15. The Hon'ble president of the committee expressed with regard to with in the jurisdiction of lingadalli grama panchayath, Anathapur and Kodalu Villages extent 0.474 for issuance of Form No.1

OTAR * ANUMANA*	Sl.No	Thaluk & Village Name of panchayath	forest and	The discussions made in the land of village forest rights committee	committee proceedings
Bella , J	1	Sandur Thaluk Suseela Nagar Grama Panchayath		vide M.L. No.2545 in the	Sub division level forest rights committee dated 09-08-2021 accepted

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meeting
proceedings
dated:
05-07-2021
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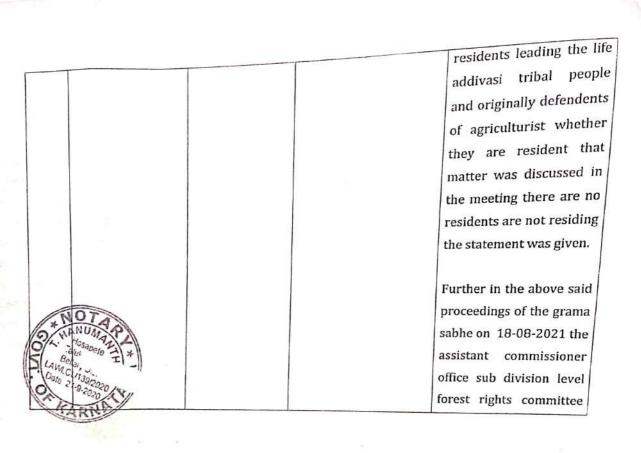
anticological :

right singapur village forest area extent 0.32 hector to issue the form no.1 and scheduled tribe other traditional forest residents act 2006 and rule 2008 the matter was verified under the above said rules and to issue the form no.1 was proposed in the said meeting the decision was taken with regard) to the and scheduled tribe other traditional resident it verified after

Grama nagar suseela proceedings Sabhe verified and decided as under:jurisdiction of In the nagar, Grama suseela Panchayath, with regard minerals laxmi Hosapete vide M.L No.2545 in Jai singapura village jurisdiction forest area extent 0.32 Hector to the said area related to issuance of form no.1. The scheduled tribes and others forest dwellers

President Hon'ble connecting road M Sand expressed in the said unit is permitted and Assistant the meeting discussion taken there is deputy forest no objection to issue the officer conservator form No.1 Circle forest Ballari, officer North and south sandur Taluk schedule categories welfare officer Ballari Sandur, Siruguppa and Grama Panchayath development officer suseela nagar questioned in the said forest area Bellai, schedule tribe and other traditional forest

part the Party



Hon'ble President and members and member secretary discussed the above Laxmi minerals, Hosapete Jai Singapur Village, Jurisdiction forest areas forest right act 2006 and 2008 M.L. No: 2545 extent 0.32 Hector area with regard to connected road form no.1 is to be and in the meeting it is decided Unianimously.

Further expressed by president sandur taluk Thoranagallu Hobali concered to Lakkakalli Village, Sy. No.60, 61, 62, 63, 64, 65, 77, 78, 79 and 80 total 769.23 Acres and to other villages lands the cultivation have been disturbed same is stated within regard to farmers. Concerned to the above said village metriki panchayath development officer was questioned the farmers of Lakkahalli village the submitted applications F.R.A. Act 2006 and 2008 Rule 12 and 13 the farmers were not submitted the do events and evidence this information was given to the meeting. Forest department forest conservation officer, Ballari said Lakkahalli of Thoranagllu Hobali, Village land Sy. No.60, 61, 3, 64, 65, 77, 78, 79 and 80. The total land extent 769.23 Acres lands pertaining to the forest department at present the R.O.R's are standing in the name of forest department, therefore this land not belongs to lakkahalli village the opinion is expressed the same is informed to the meetin. And the president expressed with regard to this subject the reality is to be known the joint investigation committee is appointed. In this committee the revenue officers, forest department officers survey officers. The welfare officer of Taluk scheduled categore and panchayath development officer involved committee visited the said village in the month of est, 24, 25, 26 in this three days the formers were disturbed the lakkahalli farmers, the joint is to be submitted on or before 02-09-2021 is directed in the sub division level the rejected forest right application at the time of issuing of endorsement the application may be submitted divisional level there was mentiond and informed to all village panchayath.

President stated the 28 the verification stage with regard to the within jurisdiction of Narasinghpura Grama Panchayath the matter is to be discussed in the meeting the 28 verification stage the remaining applications are to be jointly verified to submit the report as early as possible is directed to the scheduled categories welfare office sandur. The Taluk scheduled categories welfare officer sandur stated that the 30 days time is requested but the president to submit report on or before 10-09-2021. Member secretary stated of sandur taluk, Thalur Village, Panchayath jurisdiction 02 at joint verification state the remaining applications propsed in the meeting Hon'ble president stated in the meeting the Thalur Village of Sandur Thaluk Grama Panchayath the application are to be jointly verified urgently the report is to be submitted thaluk schedule categories welfare officer sandur is directed. Thaluk schedule categories welfare officer sandur stated requested 30 days time but the date was fixed on 10-09-2021.

Member secretary stated sandur Thaluk Vitalapur Village Grama Panchayath 1 forst right application is discussed in meeting. The president expressed one application of Vitalapur Gram Pnachayath is discussed forest welfare officer Ballari stated the said applicant Laxmi W/o Venkatesh, the Village Harna Madnger of Sandur Thaluk residents the same is informed to the meeting. The president stated the type of exact fact of application is to be jointly verified by Thasildar, Sandur, Survey officer, Forest department officer Thalu scheduled categories welfare officer and also vitalapur grama panchayath development office and the reported is to be submitted including committee members on or before 10-04-2021 finally president said the vole of thanks and meeting is completed.

-Sd-

Member secretary

Ballari Sub division

Level schedule tribe,



-Sd-

President

Ballari Sub-division level

Schedule tribe & ther traditional

And other traditional forest

Residents right committee

And Taluk schedule tribe

Welfare officer department Ballari.

Forest resident right committe

& Assistant Commissioner,

Ballari.

### Copy to:-

DIV

 Hon'ble Deputy Commissioner and president district level scheduled tribes and other traditional forest resident rights committee Ballari for information.

 Member secretary district level scheduled tribes and other traditional forest residents rights committee Ballar and district scheduled categories welfare officer Ballari for information.

executive officer, Thalu panchaath snadur for further action.

4. Ballari sub-division level forest rights committee to all the members for necessary action.

Additional copy.

T. HANUMANTHA Advocate & Notary Public posapete Rev (Tq) Ballan (Dist.) ದಿನಾಂಕ: 18.08.2021 ರಂದು ಬೆಳಿಗ್ಗೆ 11.00 ಗಂಟೆಗೆ ಮಾನ್ಯ ಸಹಾಯಕ ಆಯುಕ್ತರು, ಬಳ್ಳಾರಿ ರವರ ಅಧ್ಯಕ್ಷತೆಯಲ್ಲಿ ನಡೆದ ಉಪ–ವಿಭಾಗ ಮಟ್ಟದ ಅನುಸೂಚಿತ ಬುಡಕಟ್ಟುಗಳ ಮತ್ತು ಇತರೆ ಪಾರಂಪರಿಕ ಅರಣ್ಯ ವಾಸಿಗಳ (ಅರಣ್ಯ ಹಕ್ಕುಗಳನ್ನು ಮಾನ್ಯ ಮಾಡುವ) ಸಮಿತಿ ಸಭೆಯ ನಡವಳಿಗಳು

### ಸಭೆಯಲ್ಲ ಹಾಜರಿದ್ದ ಅಧಿಕಾರಿಗಳು/ಸದಸ್ಯರುಗಳು:-

- 1. ಮಾನ್ಯ ಸಹಾಯಕ ಆಯುಕ್ತರು, ಬಳ್ಳಾರಿ
- 2. ಸಹಾಯಕ ಅರಣ್ಯ ಉಪ ಸಂರಕ್ಷಣಾಧಿಕಾರಿಗಳು. ಬಳ್ಳಾರಿ
- 3. ತಾಲೂಕು ಪರಿಶಿಷ್ಟ ವರ್ಗಗಳ ಕಲ್ಯಾಣಾಧಿಕಾರಿಗಳು, ಬಳ್ಳಾರಿ
- 4.ತಾಲೂಕು ಪರಿಶೆಷ್ಟ ವರ್ಗಗಳ ಕಲ್ಯಾಣಾಧಿಕಾರಿಗಳು. ಸಂಡೂರು
- 5.ತಾಲೂಕು ಪರಿಶಿಷ್ಟ ವರ್ಗಗಳ ಕಲ್ಯಾಣಾಧಿಕಾರಿಗಳು. ಸಿರುಗುಪ್ಪ
- 6. ವಲಯ ಅರಣ್ಯಾಧಿಕಾರಿಗಳು. ಸಂಡೂರು (ಉತ್ತರ)
- 7. ವಲಯ ಅರಣ್ಯಾಧಿಕಾರಿಗಳು, ಸಂಡೂರು (ದಕ್ಷಿಣ)
- 8.ಪಂಚಾಯತಿ ಅಭಿವೃದ್ಧಿ ಅಧಿಕಾರಿಗಳು, ಗ್ರಾಮ ಪಂಚಾಯತಿ ಅಂತಾಮ, ತಾ॥ ಸಂಡೂರು
- 9. ಪಂಚಾಯತಿ ಅಭಿವೃದ್ಧಿ ಅಧಿಕಾರಿಗಳು, ಗ್ರಾಮ ಪಂಚಾಯತಿ ಸುಶೀಲಾನಗರ, ತಾ॥ ಸಂಡೂರು
- 1೦. ಪಂಚಾಯತಿ ಅಭಿವೃದ್ಧಿ ಅಧಿಕಾರಿಗಳು. ಗ್ರಾಮ ಪಂಚಾಯತಿ ನರಸಿಂಗಾಮರ. ತಾ॥ ಸಂಡೂರು
- 11. ಪಂಜಾಯತಿ ಅಭಿವೃದ್ಧಿ ಅಧಿಕಾರಿಗಳು, ಗ್ರಾಮ ಪಂಜಾಯತಿ ತಾಳೂರು, ತಾ॥ ಸಂಡೂರು
- 12. ಪಂಚಾಯತಿ ಅಭಿವೃದ್ಧಿ ಅಧಿಕಾರಿಗಳು, ಗ್ರಾಮ ಪಂಚಾಯತಿ ವಿಠಲಾಪುರ. ತಾ।। ಸಂಡೂರು
- 13. ಪಂಚಾಯತಿ ಅಭಿವೃದ್ಧಿ ಅಧಿಕಾರಿಗಳು, ಗ್ರಾಮ ಪಂಚಾಯತಿ ಮೆಟ್ರಕಿ, ತಾ॥ ಸಂಡೂರು

– ಅಧ್ಯಕ್ಷರು

– ಸದಸ್ಯರು

– ಸದಸ್ಯ ಕಾರ್ಯದರ್ಶಿಗಳು

– ಸದಸ್ಯರು

– ಸದಸ್ಯರು

– ಸದಸ್ಯರು

– ಸದಸ್ಯರು

ಸಭೆಗೆ ಹಾಜರಾದ ಮಾನ್ಯ ಅಧ್ಯಕ್ಷರಿಗೆ, ಸದಸ್ಯರಿಗೆ ಹಾಗೂ ಎಲ್ಲಾ ಅಧಿಕಾರಿಗಳಗೆ ಸದಸ್ಯ ಕಾರ್ಯದರ್ಶಿಗಳು ಸ್ವಾಗತಿಸುವ ಮೂಲಕ ಬಳ್ಳಾರಿ ಉಪ–ವಿಭಾಗ ಮಟ್ಟದ ಅನುಸೂಚಿತ ಬುಡಕಟ್ಟುಗಳ ಮತ್ತು ಇತರೆ ಪಾರಂಪರಿಕ ಅರಣ್ಯ ವಾಸಿಗಳ (ಅರಣ್ಯ ಹಕ್ಕುಗಳನ್ನು ಮಾನ್ಯ ಮಾಡುವ) ಸಮಿತಿ ಸಭೆಯನ್ನು ಆರಂಭಿಸಲಾಯಿತು.

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ಮಾನ್ಯ ಸಮಿತಿ ಅಧ್ಯಕ್ಷರು ಮಾತನಾಡಿ. ಸಂಡೂರು ತಾಲೂಕಿನ ಅಂತಾಪುರ ಗ್ರಾಮ ಪಂಚಾಯಿತಿಯ ವ್ಯಾಪ್ತಿಯ ಅಂಗದಹಳ್ಳ ಹಾಗೂ ಕೊಡಾಲು ಗ್ರಾಮಗಳ ವ್ಯಾಪ್ತಿಯಲ್ಲ ಬರುವ DIVERSION OF FOREST LAND FAVOUR LYING UNDERGROUND WATER PIPE LINGDAHALLI & KODAL VILLAGE ವಿಸ್ತೀರ್ಣ:೦.474 ಸಂಬಂಧಿಸಿದಂತೆ ನಮೂನೆ–1ನ್ನು



ر خان	ತಾಲೂಕು ಹಾಗೂ ಗ್ರಾಮ	ಗ್ರಾಮ ಮಟ್ಟದ ಅರಣ್ಯ ಹಕ್ಕು ಸಮಿತಿಯ	ಗ್ರಾಮ ಮಟ್ಟದ ಅರಣ್ಯ ಹಕ್ಕು ಸಮಿತಿಯ ನಡವಳಿಗಳ ತೀರ್ಮಾನ	ಉಪ ವಿಭಾಗ ಮಟ್ಟದ ಅರಣ್ಯ ಹಕ್ಕು ಸಮಿತಿಯ ನಡವಳಿಗಳ ತೀರ್ಮಾನ
	ಪಂಚಾಯತಿಯ ಹೆಸರು ಸಂಡೂರು ತಾಲೂಕು ಸುಶೀಲಾನಗರ ಗ್ರಾಮ ಪಂಚಾಯತಿ	ವಿವರಗಳು  ಗ್ರಾಮ ಪಂಚಾಯತಿ  ಸುಶೀಲಾನಗರ ಅರಣ್ಯ  ಹಕ್ಕು ಸಮಿತಿ ಸಭೆಯ ನಡವಳಿಗಳ  ದಿನಾಂಕ:05/07/2021	ಲಕ್ಷ್ಮಿ ಮಿನರಲ್ ಹೊಸಪೇಟೆ ಇವರ ಎಮ್.ಎಲ್ ನಂ: 2545ರಲ್ಲಿ ಜೈಸಿಂಗಾಮರ ಗ್ರಾಮ ವ್ಯಾಪ್ತಿಯ ಅರಣ್ಯ ಪ್ರದೇಶದಲ್ಲಿ ವಿಸ್ತೀರ್ಣ 0.32 ಹೆಕ್ಷೇರ್ ಪ್ರದೇಶಕ್ಕೆ ನಮೂನೆ–I ನ್ನು ನೀಡುವ ಕುರಿತಂತೆ ಅನುಸೂಚಿತ ಬುಡಕಟ್ಟು ಮತ್ತು ಇತರೆ ಪಾರಂಪರಿಕ ಅರಣ್ಯ ವಾಸಿಗಳ ಅಧಿನಿಯಮ 2006 ಮತ್ತು ನಿಯಮ 2008	ಗ್ರಾಮ ಸಭಾ ನಡವಳಿಗಳನ್ನು ಪರಿಶೀಲಿಸಿ ಈ ಕೆಳಕಂಡಂ ತೀರ್ಮಾನಿಸಲಾಯಿತು. ಸುಶೀಲಾನಗರ ಗ್ರಾಮ ಪಂಚಾಯತಿ ವ್ಯಾಪ್ತಿ
			ರ ಅಡಿಯಲ್ಲಿ ಪರಿಶೀಲಿಸಿ ನಮಾನೆ-1ನ್ನು ನೀಡುವ ಬಗ್ಗೆ ಪ್ರಸ್ತಾಪಿಸಲಾಯಿತು. ಸದರಿ ಸಭೆಯಲ್ಲಿ ಅಧ್ಯಕ್ಷರು ಹಾಗು ಸಮಿತಿಯ ಸರ್ವ ಸದಸ್ಯರು ಗಣಿ ಗುತ್ತಿಗೆ ಪಡೆದ ಪ್ರದೇಶದಲ್ಲಿ ಅನುಸೂಚಿತ ಜಾತಿ ಮತ್ತು ಬುಡಕಟ್ಟು ಜನಾಂಗದವರು ವಾಸಿಸುತ್ತಿಲ್ಲವೆಂದು ಮತ್ತು ಯಾವುದೇ ಕ್ಷೇಮು ಅಂಶಗಳು ಸ್ಪೀಕೃತಿ ಆಗಿಲ್ಲವೆಂದು ಪರಿಶೀಲಿಸಿ ಸಮಿತಿ ಸಭೆಯಲ್ಲಿ ತಿರ್ಮಾನ	ವರ್.ಎಲ್ ನಂ: 2545ರಲ್ಲಿ ಜೈಸಿಂಗಾಮರ ಗ್ರಾವ ಪ್ಯಾಪ್ತಿಯ ಅರಣ್ಯ ಪ್ರದೇಶದಲ್ಲಿ ವಿಸ್ತೀರ್ಣ 0.32 ಹೆಕ್ಟೇರ ಪ್ರದೇಶಕ್ಕೆ ನಮೂನೆ–I ನ್ನು ನೀಡುವ ಸಂಬಂಧವಾಗಿ Th Scheduled Tribes and Other Forest Dweller (Recognition of Forest Rights ) Act, 2006
			ತೆಗೆದುಕೊಂಡಿರುತ್ತಾರೆ. ಕಾರಣ ಸದರಿ ತಿರ್ಮಾನವನ್ನು ಇಂದಿನ ಸಭೆಯಲ್ಲಿ ಚರ್ಚಿಸಲಾಗಿದೆ. ಎಮ್.ಎಲ್.ನಂ:2545ರಲ್ಲಿ ಜೈಸಿಂಗಾಮರ ಗ್ರಾಮ ವ್ಯಾಪ್ತಿಯ ಅರಣ್ಯ ಪ್ರದೇಶದಲ್ಲಿ ವಿಸ್ತೀರ್ಣ 0.32 ಪೆಕ್ಟೇರ್ ಪ್ರದೇಶಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಅಧಿನಿಯಮ 2006 ಮತ್ತು 2008 ರಡಿಯಲ್ಲಿ ಪರಿಶೀಲಿಸಿ ನಮೂನೆ–1 ರಲ್ಲಿನ ವಿವರವನ್ನು ಗ್ರಾಮ ಸಭೆಗೆ ತಿಳಿಸಿದರು. ಸದರಿ ಪ್ರದೇಶದಲ್ಲಿ	"ಅನುಸೂಚಿತ ಬುಡಕಟ್ಟು ಮತ್ತು ಇತರೆ ಪಾರಂಪರಿಕ ಅರ್ರ ವಾಸಿಗಳು ಜೀವನ ನಡೆಸುತ್ತಿರುವ ಅದಿವಾಸಿ ಬುಡಕಟ ಜನಾಂಗದ ಮತ್ತು ಮೂಲ ಕೃಷಿ ಆಧಾರಿತ ಜನಾಂಗದವರ ವಾಸ ಮಾಡುತ್ತಿಲ್ಲವೆಂದು, ಗ್ರಾಮ ಪಂಚಾಯತಿ ವ್ಯಾಪ್ತಿಯ ಗ್ರಾಮ ಸಭೆಯನ್ನು ನಡೆಸಿ ಗ್ರಾಮ ಸಭೆಯ ಒಪ್ಪಿಗೆ ಮೇರೆ
		-	ಯಾವುದೇ ಅನುಸೂಚಿತ ಜಾತಿ ಬುಡಕಟ್ಟು ಜನಾಂಗದವರು ವಾಸಿಸುತ್ತಿಲ್ಲವೆಂದು ತಿಳಿಸಿರುತ್ತಾರೆ. 0.32 ಹೆಕ್ಟೇರ್ ಪ್ರದೇಶದಲ್ಲಿ ರಸ್ತೆ ಸಂಪರ್ಕ ಮತ್ತು ಎಂ.ಸ್ಯಾಂಡ್ ಘಟಕಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಸಭೆಯಲ್ಲಿ ಸರ್ವಾನುಮತದಿಂದ ಒಪ್ಪಿಗೆ ನೀಡಲಾಯಿತು.	ನಮೂನೆ-I ನ್ನು ನೀಡುವ ಕುರಿತು ಮುಂದಿನ ಕ್ರಮಕ್ಕಾ! ಉಪ ವಿಭಾಗ ಮಟ್ಟದ ಸಭೆಗೆ ಕಳುಹಿಸಿರುತ್ತಾರೆ. ಮಾನ್ಯ ಅಧ್ಯಕ್ಷರು ಸಭೆಯಲ್ಲಿ ಮಾತನಾಡಿ

ನಮೂನೆ–Iನ್ನು ನೀಡಲು ಯಾವುದೇ ಅಭ್ಯಂತರ ಇರುವುದಿಲ್ಲವೆಂದು ಚರ್ಚಿಸಿ ಒಪ್ಪಿಗೆ ನೀಡಲಾಯಿತು.

ಅಭ್ಯಂತರ ವಲಯ ಅರಣ್ಯ ಆಧಿಕಾರಿಗಳು ಉತ್ತರ ಹಾಗೂ ರಕ್ಷಿಣ ವಲಯ ಸಂಡೂರು, ತಾಲೂಕು ಪರಿಶಿಷ್ಟ ವರ್ಗಗಳ ಕಲ್ಯಾಣಾಧಿಕಾರಿಗಳು ಬಳ್ಳಾರಿ. ಸಂಡೂರು, ಸಿರುಗುಪ್ಪ ಮತ್ತು ಗ್ರಾಮ ಪಂಚಾಯತ್ ಅಭಿವೃದ್ಧಿ ಅಧಿಕಾರಿಗಳು ಸುಶೀಲಾನಗರ ಇವರನ್ನು ಪ್ರಶ್ನಿಸಿ ಸದರಿ ಅರಣ್ಯ ಪ್ರದೇಶದಲ್ಲಿ ಅನುಸೂಚಿತ ಬುಡಕಟ್ಟು ಮತ್ತು ಇತರೆ ಪಾರಂಪರಿಕ ಅರಣ್ಯ ವಾಸಿಗಳು ಜೀವನ ನಡೆಸುತ್ತಿರುವ ಅದಿವಾಸಿ ಬುಡಕಟ್ಟು ಜನಾಂಗದ ಮತ್ತು ಮೂಲ ಕೃಷಿ ಆಧಾರಿತ ಜನಾಂಗದವರು ವಾಸ ಮಾಡುತ್ತಿರುವರೇ ಎಂದು ಸಭೆಯಲ್ಲಿ ಚರ್ಚಿಸಿದಾಗ ಯಾವುದೇ ಬುಡಕಟ್ಟು ಜನಾಂಗದ ಮತ್ತು ಮೂಲ ಕೃಷಿ ಆಧಾರಿತ ಜನಾಂಗದವರು ವಾಸ ಮಾಡುತ್ತಿಲ್ಲವೆಂದು ಸಭೆಯಲ್ಲಿ ಹೇಳಿಕೆ ನೀಡಿರುತ್ತಾರೆ.

ಮುಂದುವರೆದು ಈ ಮೇಲಿನ ಗ್ರಾಮಸಭೆಯ ದಿನಾಂಕ:18/08/2021ರ ಸಹಾಯಕ ನಡವಳಿಗಳನ್ನು ಆಯುಕ್ತರ ಕಾರ್ಯಾಲಯದ ಉಪವಿಭಾಗಮಟ್ಟದ ಅರಣ್ಯ ಹಕ್ಕು ಸಮಿತಿಯಲ್ಲಿ ಮಾನ್ಯ ಅಧ್ಯಕ್ಷರು ಹಾಗೂ ಸದಸ್ಯರು ಮತ್ತು ಸದಸ್ಯಕಾರ್ಯದರ್ಶಿಗಳೊಂದಿಗೆ ಚರ್ಚಿಸಲಾಗಿ ಈ ಲಕ್ಷ್ಮಿ ಮಿನರಲ್ ಹೊಸಪೇಟೆ ಮೇಲ್ಕಾಣಿಸಿದ ಜೈಸಿಂಗಾಮರ ಗ್ರಾಮ ವ್ಯಾಪ್ತಿಯ ಅರಣ್ಯ ಪ್ರದೇಶದ, ಅರಣ್ಯ ಹಕ್ಕು ಅಧಿನಿಯಮ 2006 ಮತ್ತು 2008 ರಡಿಯಲ್ಲಿ ಎಮ್.ಎಲ್.ಸಂಖ್ಯೆ:2545 ರಲ್ಲಿ ವಿಸ್ತೀರ್ಣ 0.32 ಹೆಕ್ಟೇರ್ ಪ್ರದೇಶದಲ್ಲಿ ರಸ್ತೆ ಸಂಪರ್ಕಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ನಮೂನೆ-1 ಸರ್ವಾನುಮತದಿಂದ ಸಭೆಯಲ್ಲಿ ನೀಡಲು ತೀರ್ಮಾನಿಸಲಾಯಿತು.

ಮುಂದುವರೆದು ಅಧ್ಯಕ್ಷರು ಮಾತನಾಡಿ ಸಂಡೂರು ತಾಲೂಕಿನ ತೋರಣಗಲ್ಲು ಹೋಬಳಿಯ ಲಕ್ಕಲಹಳ್ಳಿ ಗ್ರಾಮಕ್ಕೆ ಸೇರಿದ ಸ.ನಂ: 60.61.62.3..64.65,77.78.79 ಮತ್ತು ರೆಲ್ಲಿನ ಒಟ್ಟು 769.23 ಎಕರೆ ಹಾಗೂ ಇತರೆ ಹಳ್ಳಿಗಳಿಗೆ ಸೇರಿದ ಭೂಮಿಗಳಲ್ಲಿ ವ್ಯವಸಾಯ ಮಾಡುತ್ತಿದ್ದ ರೈತರನ್ನು ಒಕ್ಕಲೆಬ್ಬಿಸಿರುವ ಬಗ್ಗೆ ಪ್ರಸ್ತಾಪಿಸಿದರು. ಸದರಿ ಗ್ರಾಮಕ್ಕೆ ಸಂಬಂಧಿಸಿದ್ದೂ ಮೆಟ್ರಿಕೆ ಪಂಚಾಯಿತಿ ಆಭಿವೃದ್ಧಿ ಅಧಿಕಾರಿಗಳನ್ನು ಪ್ರಶ್ನಿಸಲಾಗಿ ಲಕ್ಕಲಹಳ್ಳಿ ಗ್ರಾಮದ ರೈತರು ಸಲ್ಲಿಸಿರುವ ಅರ್ಜಿಗಳಿಗೆ ಎಫ್.ಆರ್.ಎ ಅಧಿನಿಯಮ 2006 & 2008 ರ ನಿಯಮ 12 ಹಾಗೂ 13 ರನ್ನಯ ಅರ್ಜಿದಾರರುಗಳು ಅಗತ್ಯವಾದ ಮೂರಕ ದಾಖಲೆಗಳು ಹಾಗೂ ಸಾಕ್ಷಿಗಳನ್ನು ಸಲ್ಲಿಸಿರುವುದಿಲ್ಲ ಎಂಬ ಮಾಹಿತಿಯನ್ನು ಸಭೆಗೆ ನೀಡಿದರು. ಅರಣ್ಯ ಇಲಾಖೆಯ ಅರಣ್ಯ ಸಂರಕ್ಷಣಾಧಿಕಾರಿಗಳು ಬಳ್ಳಾರಿ ರವರು ಮಾತನಾಡಿ ತೋರಣಗಲ್ಲು ಹೋಬಳಿಯ ಲಕ್ಕಲಹಳ್ಳಿ ಗ್ರಾಮಕ್ಕೆ ಸೇರಿದ ಸ.ನಂ: 60,61,62.3..64,65,77.78.79 ಮತ್ತು 80 ರಲ್ಲಿನ ಒಟ್ಟು 769.23 ಎಕರೆ ಭೂಮಿಯು ಆರಣ್ಯ ಇಲಾಖೆಗೆ ಸೇರಿದ್ದಾಗಿದ್ದು, ಈಗಾಗಲೆ ಪಹಣಿಗಳೆಲ್ಲವೂ ಅರಣ್ಯ ಇಲಾಖೆಯ ಹೆಸರಿನಲ್ಲಿ ಇರುವುದರಿಂದ ಈ ಭೂಮಿಯು ಲಕ್ಕಲಹಳ್ಳಿ ಗ್ರಾಮದ ರೈತರಿಗೆ ಸೇರಿದ್ದಲ್ಲ ಎಂಬ ಅಭಿಪ್ರಾಯವನ್ನು ಸಭೆಗೆ ತಿಳಿಸಿದರು. ಮಾನ್ಯ ಅಧ್ಯಕ್ಷರು ಮಾತನಾಡುತ್ತಾ ಈ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಪಾಸ್ತವಿಕತೆಯನ್ನು ಅರಿಯಲು ಜಂಟೆ ತನಿಖಾ ಸಮಿತಿಯನ್ನು ನೇಮಿಸಿದರು. ಈ ಸಮಿತಿಯಲ್ಲಿ ಕಂದಾಯ ಇಲಾಖೆ ಅಧಿಕಾರಿಗಳು, ಅರಣ್ಯ ಇಲಾಖೆ ಅಧಿಕಾರಿಗಳು, ಸರ್ವೇ ಅಧಿಕಾರಿಗಳು, ತಾಲೂಕು ಪರಿಶಿಷ್ಟ ವರ್ಗಗಳ ಕೆಲ್ಯಾಣಾಧಿಕಾರಿಗಳು ಹಾಗೂ ಪಂಚಾಯಿತಿ ಅಧಿಕಾರಿಗಳನ್ನೊಳಗೊಂಡ ಸಮಿತಿಯು ಸದರಿ ಗ್ರಾಮಕ್ಕೆ ಇದೇ ತಿಂಗಳ ಆಗಸ್ಟ್ 24, 25, 26 ಈ ಮೂರು ದಿನಗಳಲ್ಲಿ ರೈತರನ್ನು ಒಕ್ಕಲೆಬ್ಬಿಸಿರುವ ಲಕ್ಕಲಹಳ್ಳಿ ಗ್ರಾಮಕ್ಕೆ ಭೇಟಿ ನೀಡಿ ಜಂಟಿ ಸಮೀಕ್ಷಾ ವರದಿಯನ್ನು ದಿನಾಂಕ 02/09/2021ರೊಳಗೆ ಸಲ್ಲಿಸಲು ಸೂಚಿಸಿದರು. ಉಪ–ವಿಭಾಗೀಯ ಮಟ್ಟದಲ್ಲಿ ತಿರಸ್ಥತೆಗೊಂಡ ಅರಣ್ಯ ಹಕ್ಕು ಅರ್ಜಿಗಳಿಗೆ ಹಿಂಬರಹ ನೀಡುವಾಗ ವಿಭಾಗೀಯ ಮಟ್ಟಕ್ಕೆ ಮೇಲ್ಮನವಿ ಸಲ್ಲಿಸಬಹುದಾಗಿದೆ ಎಂಬ ಅಂಶವನ್ನು ಹಿಂಬರಹ ಪತ್ರದಲ್ಲಿ ಸೇರಿಸಲು ಎಲ್ಲಾ ಗ್ರಾಮ ಪಂಚಾಯಿತಿ ಅಧಿಕಾರಿಗಳಿಗೆ ಸಲಹೆ ನೀಡಿದರು.

ಅಧ್ಯಕ್ಷರು ಸಭೆಯಲ್ಲಿ ಮಾತನಾಡಿ ಸಂಡೂರು ತಾಲೂಕಿನ ನರಸಿಂಗಮರ ಗ್ರಾಮ ಪಂಜಾಯತಿಯ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಬರುವ 28 ಪರಿಶೀಲನಾ ಹಂತದಲ್ಲಿ ಬಾಕಿ ಇರುವ ಅರ್ಜಿಗಳ ಕುರಿತು ಸಭೆಯಲ್ಲಿ ಚರ್ಚಿಸಿ, 28 ಪರಿಶೀಲನಾ ಹಂತದಲ್ಲಿ ಬಾಕಿ ಇರುವ ಅರ್ಜಿಗಳನ್ನು ಜಂಟಿಯಾಗಿ ಪರಿಶೀಲನೆ ಮಾಡಿ ಶೀಘ್ರವಾಗಿ ವರದಿ ನೀಡಲು ತಾಲೂಕು ಪರಿಶಿಷ್ಟ ವರ್ಗಗಳ ಕಲ್ಯಾಣಾಧಿಕಾರಿಗಳು ಸಂಡೂರು ಇವರಿಗೆ ಸೂಚಿಸಿದರು. ತಾಲೂಕು ಪರಿಶಿಷ್ಟ ವರ್ಗಗಳ ಕಲ್ಯಾಣಾಧಿಕಾರಿಗಳು ಸಂಡೂರು ಇವರು ಮಾತನಾಡುತ್ತಾ 30 ದಿನಗಳ ಕಾಲಾವಕಾಶ ಕೋರಿದರು. ಆದರೆ ಅಧ್ಯಕ್ಷರು 10/09/2021ರೊಳಗಾಗಿ ವರದಿಯನ್ನು ಸಲ್ಲಿಸಲು ಸೂಚಿಸಿದರು.

ಸದಸ್ಯ ಕಾರ್ಯಧರ್ಶಿಗಳು ಮಾತನಾಡಿ ಸಂಡೂರು ತಾಲೂಕಿನ ತಾಳೂರು ಗ್ರಾಮ ಪಂಚಾಯತಿಯ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಬರುವ 02 ಜಂಟಿ ಪರಿಶೀಲನಾ ಹಂತದಲ್ಲಿ ಬಾಕಿ ಇರುವ ಆರ್ಜಿಗಳ ಕುರಿತು ಸಭೆಯಲ್ಲಿ ಪ್ರಸ್ತಾಪಿಸಿದರು. ಮಾನ್ಯ ಅಧ್ಯಕ್ಷರು ಸಭೆಯಲ್ಲಿ ಮಾತನಾಡಿ ಸಂಡೂರು ತಾಲೂಕಿನ ತಾಳೂರು ಗ್ರಾಮ ಪಂಚಾಯತಿಯ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಬರುವ 02 ಪರಿಶೀಲನಾ ಹಂತದಲ್ಲಿ ಬಾಕಿ ಇರುವ ಅರ್ಜಿಗಳ ಕುರಿತು ಸಭೆಯಲ್ಲಿ ಚರ್ಚಿಸಿ, ಜಂಟಿ ತನಿಖೆ ಮಾಡಿ ಅರ್ಜಿಗಳ ನೈಜ ವರದಿಯನ್ನು ದಿನಾಂಕ 10/09/2021ರೊಳಗಾಗಿ ಸಲ್ಲಿಸಲು ಸೂಚಿಸಿದರು.

ಸದಸ್ಯ ಕಾರ್ಯದರ್ಶಿಗಳು ಮಾತನಾಡಿ ಸಂಡೂರು ತಾಲೂಕಿನ ವಿಠಲಾಮರ ಗ್ರಾಮ ಪಂಚಾಯತಿಯ 1 ಅರಣ್ಯ ಹಕ್ಕು ಅರ್ಜಿಯ ಕುರಿತು ಸಭೆಯಲ್ಲಿ ಪ್ರಸ್ತಾಪಿಸಿದರು. ಅಧ್ಯಕ್ಷರು ಮಾತನಾಡಿ ವಿಠಲಾಮರ ಗ್ರಾಮ ಪಂಚಾಯತಿಯ 1 ಅರ್ಜಿಯ ಕುರಿತು ಚರ್ಚಿಸಲಾಗಿ. ಅರಣ್ಯ ಸಂರಕ್ಷಣಾಧಿಕಾರಿಗಳು ಬಳ್ಳಾರಿ ರವರು ಮಾತನಾಡುತ್ತಾ ಸದರಿ ಅರ್ಜಿದಾರರಾದ ಲಕ್ಷ್ಮಿ ಗಂಡ ವೆಂಕಬೇಶ ರವರು ಸಂಡೂರು ತಾಲೂಕಿನ ಹಾವಿನಮಡಗು ಗ್ರಾಮದ ನಿವಾಸಿಗಳಾಗಿರುತ್ತಾರೆ ಎಂಬ ಮಾಹಿತಿಯನ್ನು ಸಭೆಗೆ ನೀಡಿದರು. ಅಧ್ಯಕ್ಷರು ಮಾತನಾಡಿ ಸದರಿ ಅರ್ಜಿಯ ನೈಜತೆಯ ಬಗ್ಗೆ ಜಂಟಿ ತನಿಖಾ ವರದಿಯನ್ನು ದಿನಾಂಕ 10/09/2021 ರೊಳಗಾಗಿ ಸಲ್ಲಿಸಲು ಸಂಡೂರು ತಾಲೂಕಿನ ತಹಶೀಲ್ದಾರರು, ಸರ್ವೇ ಅಧಿಕಾರಿಗಳು, ಅರಣ್ಯ ಇಲಾಖೆ ಅಧಿಕಾರಿಗಳು, ತಾಲೂಕು ಪರಿಶಿಷ್ಟ



ವರ್ಗಗಳ ಕಲ್ಯಾಣಾಧಿಕಾರಿಗಳು ಹಾಗೂ ವಿಠಲಾಮರ ಪಂಜಾಯಿತಿ ಅಭಿವೃದ್ಧಿ ಅಧಿಕಾರಿಗಳನ್ನೊಳಗೊಂಡ ಸಮಿತಿಗೆ ಸೂಚಿಸಿದರು. ಸಮಿತಿಯ ಸದಸ್ಯರು ತನಿಖಾ ವರದಿಯನ್ನು ಕಛೇರಿಗೆ ಸಲ್ಲಿಸುತ್ತೇವೆಂದು ಸಭೆಗೆ ಮಾಹಿತಿ ನೀಡಿದರು.

ಕೊನೆಯದಾಗಿ ಅಧ್ಯಕ್ಷರು ವಂದನಾರ್ಪಣೆಯನ್ನು ಹೇಳುವ ಮೂಲಕ ಸಭೆಯನ್ನು ಮುಕ್ತಾಯಗೊಳಿಸಿದರು.

ಸದಸ್ಯ ಕಾರ್ಯದರ್ಶಿಗಳು, ಬಳ್ಳಾರಿ ಉಪ-ವಿಭಾಗ ಮಟ್ಟದ ಅನುಸೂಚಿತ ಬುಡಕಟ್ಟುಗಳ ಮತ್ತು ಇತರೆ ಪಾರಂಪರಿಕ ಆರಣ್ಯ ವಾಸಿಗಳ ಆರಣ್ಯ ಹಕ್ಕು ಸಮಿತಿ ಹಾಗೂ ತಾಲೂಕು ಪರಿಶಿಷ್ಟ ವರ್ಗಗಳ ಕಲ್ಯಾಣಾಧಿಕಾರಿಗಳು, ಪರಿಶಿಷ್ಟ ವರ್ಗಗಳ ಕಲ್ಯಾಣ ಇಲಾಖೆ, ಬಳ್ಳಾರಿ

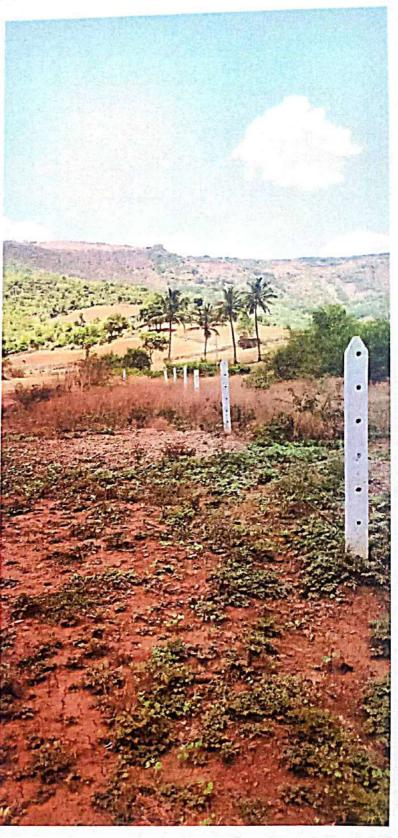
ಬಳ್ಳಾರಿ ಉವ-ವಿಭಾಗ ಮಟ್ಟದ ಅನುಸೂಚಿತ ಬುಡಕಟ್ಟುಗಳ ಮತ್ತು ಇತರೆ ಪಾರಂಪರಿಕ ಆರಣ್ಯ ವಾಸಿಗಳ ಅರಣ್ಯ ಹಕ್ಕು ಸಮಿತಿ ಹಾಗೂ ಸಹಾಯಕ ಆಯುಕ್ತರು, ಬಳ್ಳಾರಿ

#### ತ್ರತಿಯನ್ನು:-

- 1. ಮಾನ್ಯ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು ಹಾಗೂ ಅಧ್ಯಕ್ಷರು, ಜಿಲ್ಲಾ ಮಟ್ಟದ ಅನುಸೂಚಿತ ಬುಡಕಟ್ಟಗಳ ಮತ್ತು ಇತರೆ ಪಾರಂಪರಿಕ ಅರಣ್ಯ ವಾಸಿಗಳ ಆರಣ್ಯ ಹಕ್ಕು ಸಮಿತಿ, ಬಳ್ಳಾರಿ ರವರಿಗೆ ದಯಾಪರ ಅವಗಾಹನೆಗಾಗಿ ಸಲ್ಲಿಸಿದೆ.
- 2. ಸದಸ್ಯ ಕಾರ್ಯದರ್ಶಿಗಳು, ಜಿಲ್ಲಾ ಮಟ್ಟದ ಅನುಸೂಚಿತ ಬುಡಕಟ್ಟುಗಳ ಮತ್ತು ಇತರೆ ಪಾರಂಪರಿಕ ಅರಣ್ಯ ವಾಸಿಗಳ ಅರಣ್ಯ ಹಕ್ಕು ಸಮಿತಿ, ಬಳ್ಳಾರಿ ಹಾಗೂ ಜಿಲ್ಲಾ ಪರಿಶಿಷ್ಟ ವರ್ಗಗಳ ಕಲ್ಯಾಣಾಧಿಕಾರಿಗಳು, ಬಳ್ಳಾರಿ ರವರಿಗೆ ಮಾಹಿತಿಗಾಗಿ ಸಲ್ಲಿಸಿದೆ.
- 3. ಕಾರ್ಯನಿರ್ವಾಕ ಆಧಿಕಾರಿಗಳು, ಶಾಲ್ಲೂಕು ಪಂಚಾಯತಿ, ಸಂಡೂರು ಇವರಿಗೆ ಮುಂದಿನ ಕ್ರಮಕ್ಕಾಗಿ ಕಳುಹಿಸುತ್ತಾ; ಈ ಸಭೆಯ ನಡವಳಿಗಳನ್ನು ಸಂಬಂಧಪಟ್ಟ ಗ್ರಾಮ ಪಂಚಾಯತಿಗಳಲ್ಲಿ ಪ್ರಚುರ ಪಡಿಸಲು ಸೂಚಿಸಿದೆ.
- 4. ಏಳ್ಳಾರಿ ಉಪ ವಿಭಾಗ ಮಟ್ಟದ ಆರಣ್ಯ ಹಕ್ಕು ಸಮಿತಿಯ ಎಲ್ಲಾ ಸದಸ್ಯರಿಗೆ ಮಾಹಿತಿಗಾಗಿ ಹಾಗೂ ಸೂಕ್ತ ಕ್ರಮಕ್ಕಾಗಿ ಕಳುಹಿಸಿದೆ.
- 5. ಹೆಚ್ಚಿನ ಪ್ರತಿ.

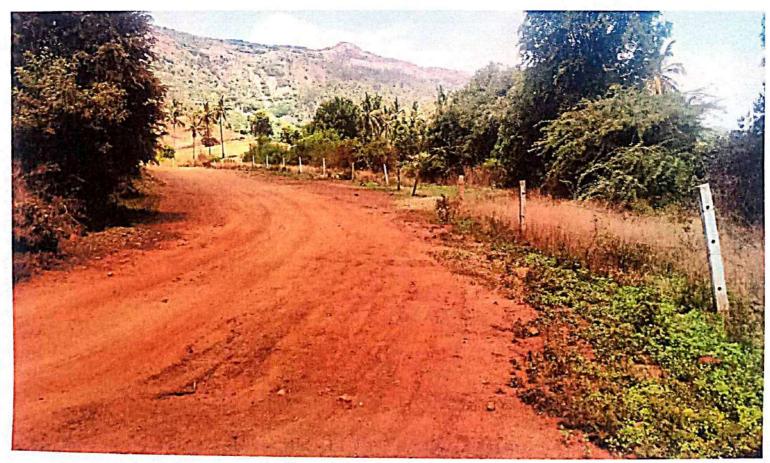
# The photos of demarcated area boundary pillars





# The photos of demarcated area boundary pillars





# The photos of demarcated area boundary pillars







Phone: 08394-230644



# Lakshmi Minerals

Iron Ore Mines Owner &

No. 601, 7th Main, Near Balanjaneya Temple, M.J. Nagar Hospet - 583 201, Karnataka. E-mail : srilakshmiminerals@gmail.com

## **Undertaking**

Hereby we assure you that we don't violate any of these conditions under Forest (Conservation) Act, 1980 and we are aware that action may be taken as prescribed in para 1.21 of Act, 1980 as issued by this Ministry's letter No. 5-2/2017-FC dated 28.03.2019.

Thanking You,

K R Kaviraj

(Proprietor Lakshmi Minerals)







# Lakshmi Minerals

Iron Ore Mines Owner

No. 601, 7th Main, Near Balanjaneya Temple, M.J. Nagar Hospet - 583 201, Karnataka. E-mail : srilakshmiminerals@gmail.com

## **Undertaking**

We assure you that Compensatory Afforestation will be raised over equal identified CA land within three years from the Stage -II Clearance date and maintained thereafter by the State Forest Department at our cost and at least 1000 plants per hectare will be planted over identified CA land. If it is not possible to plant so many saplings in the area identified for CA, the balance saplings will be planted in degraded forest area as per prescriptions of approved working plan with provision for subsequent maintenance of ten years.

Thanking You,

K R Kaviraj

(Proprietor Lakshmi Minerals)

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Phone: 08394-230644



# Lakshmi Minerals

Iron Ore Mines Owner

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K R Kaviraj

(Proprietor Lakshmi Minerals)

Phone: 08394-230644



# Lakshmi Minerals

Iron Ore Mines Owner

No. 601, 7th Main, Near Balanjaneya Temple, M.J. Nagar Hospet - 583 201, Karnataka. E-mail : srilakshmiminerals@gmail.com

## **Undertaking**

We assure you that At the time of payment of the Net Present Value (NPV) at the then prevailing rate we will pay the additional amount of NPV as per the final decision of the Hon'ble Supreme Court of India.

Thanking You,

K R Kaviraj

(Proprietor Lakshmi Minerals)

## State Level Environment Impact Assessment Authority-Karnataka

(Constituted by MoEF, Government of India, under section 3(3) of E(P) Act, 1986)

No. SEIAA 60 MIN (VIOL) 2018

Date:26.12.2018.

## EXTENSION OF VALIDITY OF ENVIRONMENTAL CLEARANCE

### Preamble:

Attention is invited to the Environment Clearance Letter No. J-11015/431/2005-IA.II (M) dated 12th January 2007 of the Ministry of Environment and Forests, Government of India regarding grant of Environmental Clearance to M/s. Lakshmi Minerals for production of 0.13 million TPA of iron ore in an area of 36.42 Ha at Jaisinghpur village, Sandur Taluk, Bellary District.

Request has been made by the proponent vide letter dated 18.09.2018 for extension of validity of Environmental Clearance in accordance with EIA Notification 2006.

The subject was discussed in the SEAC meeting held on 20th November 2018. The committee observed that the mining lease was granted on 18-4-2007 and valid for a period of 30 years and the same has been extended to a total of 50 years as per MMDR Act and hence the validity of lease is upto 2057. The EC for the same was issued by MoEF, GoI on 12-1-2007 as per EIA Notification 2006. The Forest clearance for the same was issued on 12-3-2007. The mining activity has been carried out from October 2007 to June 2011 when the Hon'ble Supreme Court imposed blanket ban hence effectively the mining activity was carried out for 3 years 9 months.

The SEAC further noted that production permitted in the EC was 0.13 MTPA and the production permitted by CEC on 4-3-2013 is 0.01 MTPA (10,000 TPA). Further CEC has permitted the production of 0.09 MTPA (90,000 TPA) on 5-3-2018 based on this IBM has approved the mining plan on 15-6-2018 for a production of 90,000 TPA. While issuing EC it was stipulated that the life of the mine was for 10.6 years based on the mineable reserves of 1.184 million tons i.e., at the rate of 0.13 MTPA. The proponent has brought to the notice of the committee clause 9 of EIA Notification 2006 wherein the prior EC granted for a project or activity shall be valid for project life as estimated by EAC of SEAC subject to a maximum of 30 years. In this case the proponent has stated the project life has extended because of the lower production granted. The total quantity extracted 0.188287 million tons and thus the balance mineable reserves will be 0.995713 million tons and based on the production 90,000 TPA the life of the

mining will be further 11.06 years. Henceforth, the committee opined that this project does not fall under violation category and the EC obtained during 2007 may be extended further in view of the public hearing and all other procedures having been followed.

The Authority during the meeting held on 7th December 2018 perused the proposal and decided to Extend the validity of E.C for 11.06 years with a production capacity of 90,000 TPA from the date of issue of this order or till the approved mineable reserves are exhausted whichever is earlier, subject to the terms and conditions and other aspects of the project mentioned in said Environmental Clearance shall remain unchanged.

Hence, the order.

### ORDER

Pursuant to the facts and circumstances in the preamble, validity of the Environmental Clearance issued by MoEF, Government of India vide letter No. J-11015/431/2005-IA.II (M) dated 12th January 2007 in favour of M/s. Lakshmi Minerals for production of 0.13 million TPA of iron ore in an area of 36.42 Ha at Jaisinghpur village, Sandur Taluk, Bellary District stands extended 11.06 years with a production capacity of 90,000 TPA from the date of issue of this order or till the approved mineable reserves are exhausted whichever is earlier, subject to the terms and conditions and other aspects of the project mentioned in said Environmental Clearance.

(N.L.Shanthakumar) Member Secretary, SEIAA.

To,

M/s. Lakshmi Minerals., Door No, 601, Behind Balanjaneya Temple, 7th Cross, M.J.Nagar, Hospet -583201.

### Copy to:

 The Secretary, Ministry of Environment, Forests and Climate Change, Indira Paryavaran Bhavan, Jor Bagh Road, Aliganj, New Delhi- 110003.

- The APCCF, Regional Office, Ministry of Environment & Forests (SZ), Kendriya Sadan, IV Floor, E & F wings, 17th Main Road, Koramangala II Block, Bangalore-560 034.
- 3. The Secretary, Department of Mines & Geology, Government of Karnataka.
- 4. The Secretary, Department of Forest, Government of Karnataka
- 5. Chief Wildlife Warden, Government of Karnataka, Bangalore.
- 6. The Chairman, Monitoring Committee, Khanija Bhavan, Race Course Road, Bangalore.
- The Member Secretary, Central Ground Water Authority, A2, W3, Curzon Road Barracks, KG Marg, New Delhi-110001.
- 8. Controller General, Indian Bureau of Mines, Indian Bhavan, Civil Lines, Nagpur.
- 9. The Deputy Commissioner, Bellary District, Bellary.
- 10. The Member Secretary, Karnataka State Pollution Control Board, Bangalore.
- 11. Guard File.

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ಈ ದಸ್ತಾವೇಜಿನಲ್ಲಿ <u>36</u> ಚುಟಗಳು ಇವೆ ಇದು <u>ಸಸ್ತಕದ 1110/16</u>-17 ರಸಾವೇಜಿನ / ಸೇ ಮಟ

GOVERNMENT OF KARNATAKA

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# ಗಣಿ ಗುತ್ತಿಗೆ MINING LEASE



Name of Lessee/s

Name of Lessee/s

Name of Lessee/s

Mis Lakshmi Minerals

Lakshmi Minerals

As per MMDR (Amendment) Act, 2015

Date of Grant Renewal Govt. appl No. CL III MMM 2015 Dtd: 25.04.2015

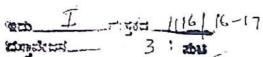
Period valid up to 17.04, 2057.

SRIPAD PUJAR QUALIFIED PERSON B.V.R. ACHAR

SANJOY KR MAHATO QUALIFIED PERSON वम्प्रीयम ००० वम्प्री

TO A	
GOVERNMENT OF KARNATAKA	
MINING LEASE MODERN 2 Linguist 2016  MINING LEASE MODERN 2015 No. 2015 No. 2015 No. 2016 No.	
MINING LEASE	2
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The indenture made this	
which expression shall, where the context so admits of discusses is an individual.	
which expression shall, where the context so banked of icensee is an individual. office and assigns) of the one part and when the lesseeflicensee is an individual.	
The state of the s	
(1)-(1) When the lessee in an individual:	
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(Name of person with address and occupation) (hereinafter referred as "the lesser which to	į
expression shall, where the context so admits, be deemed to include his heirs, executors	
administrators, representative and permitted assigns).	
The state of the s	
(2)-(2) When the lessees are more than one individual:	
person with address and occupation) and	
person with address and occupation	
(Name of person with address and occupation)	
(hereinafter referred to as "the lessee which expression shall, where the context so admits,	
be deemed to include their respective heirs, executors, administrators, representatives and	
other permitted assigns).	
(3)-(3) When the lessees is a registered firm:	
MIS Laushmi Minerals prop. K.R. Kawraj No. 216, Near 100 Bed Hospital, M.J. Nagar, Hospet-583201 (Name and address of Partner) son of	
100 Bed Hospital M.T. Nagar Hospet - 582201	
(Name and address of Partner) son of	
of	
partnership under the firm name and style of	
(Name of the firm) registered under Indian Partnership Act 1932 (9 of 1932) and having	
their registered office at	
hereinafter referred to as "the lessee" which expression where the context so admits be	
deemed to include all the partners of the said firm their representatives, heirs, executors,	
administrators and permitted assigns).	
When the lessee is a registered company:	
(Name of Company)	
(Name of Company)	
company,	

1-H-1250



WITNESSETH that in consideration of the rents and royalties, covenants and agreements by and in these presents and the schedule hereunder written reserved and contained and on the part of the lessee / lessees to be paid, observed and performed, the State Government with the approval of the Central Government)\* hereby grants and demises upto the lesseer lessees.

state the mineral or minerals) (hereinafter and in the scheduled refers to as the said minerals) situated, lying and being in or under the lands which are referred to in Part I of the said schedule, together with the liberties, powers and privileges to be exercised or (enjoyed in connection here with which are mentioned in PART II of the schedule subject to restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in PART III of the said schedule EXCEPT and reserving out are the demise up to the State Government the liberties, powers and privileges mentioned in PART IV of the said Schedule TO HOLD the premises hereby granted and hence next ensure YIELDING AND PAYING of up to the State Government the several rents and royalties mentioned in PART V of the said Schedule at the respective times herein specified subject to the provisions contained in PART VI of the Schedule and the lessee/lessees hereby/covenant/covenants with the State Government as in PART VII of the said Schedule expressed and the State Government hereby covenants with the less, effessees in PART VIII of the Schedule is expressed AND it is hereby mutually agreed between the parties here to as in PART IX of the said Schedule in expressed.

ML. 2545 is valid up to 17-04. 2027, further extended up to 17.04.2057. IN WITNESS WHERE OF these presents have been executed in manner hereunder appearing the day and year first above written.

The Schedule above referred to.

### PARTI THE AREA OF THIS LEASE

### LOCATION AND AREA OF THE LEASE:

All that tract of lands situated at Jailinghpur (Rangled Range) District ...... bearing Cadastral Survey Nos ...... containing un area of 34:14 ha CCEC fenalised of thereabouts delineated in plan follows:

On the North by - Part of Ranghad Range
On the South by - Mc. NO. 625 & part of R.M. Block

On the East by - V. B. by Jaikinghfun

and

On the West by \_ ML. No. 672, M/s KLD

hereinafter referred to 'the said lands'

#### PART II

# LIBERTIES, POWERS AND PRIVILEGES TO BE EXERCISED AND ENJOYED

### THE LESSEE/LESSEES SUBJECT TO THE RESTRICTIONS AND CONDITIONS IN PART III

#### 1. To enter upon land and search for mine work etc.,

Liberty and power at all times during the term demised to enter upon said lands and to search for, mine, bore, dig, drill for win, work, dress, process, convert, carry away and dispose of the said mineral/minerals.

#### 2. To sink, drive and make pits shafts and inclines etc.,

Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive, make, maintain and use in the said lands any pits, shafts, inclines, drifts, levels, water ways, airways and other works. (and to use, maintain, deepen or extend any existing works of the like nature in the said lands).

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3. To bring the use may inery; equipment, etc...

Liberty and power for or in connection with any of the purposes mentioned in this to erect, construct and maintain to use on or under the said lands and engines, machinery plant dressing-floors, furnaces, coke ovens, brick-kilns work-shops, store-nouses, bungalows, godowns, sheds and other buildings and other works and conveniences of the like nature on or under said lands.

4. To make roads and ways etc., and use existing roads and ways

Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads and other ways in or over the and said-lands and to use, maintain and go and repass with or without horses, cattle wagons locomorises or other vehicles over the same (or any existing tramways, railways road and other ways in or over the said lands) on such conditions may be agreed to.

### 5. To get building and road materials etc.,

5. Liberty and powers for or in connection with any of the purposes mentioned in this part to quarry and get, ordinary building stone and gravel and other building and road materials (except that of specified minor minerals) and ordinary clay and to use and employ the same and to manufacture such ordinary clay into bricks or tiles and to use such bricks or tiles not to sell any such material, bricks or tiles.

### 6. To use waters from streams etc.,

Liberty and power for or in connection with any of the purposes mentioned in this part but subject to the rights of any existing or future lessees and with the written permission of the Deputy Commissioner to appropriate and use water from any streams, water-courses, springs or other sources in or upon the said lands and divert, set up or dam any such stream or water-course, culverts, drains or reservoirs but not as to deprive any cultivated lands, villages, buildings, or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs, Provided that the lessee/lessees shall not interfere with the navigation in any navigable streams nor shall divert such stream with out the previous written permission of the State Government.

#### 7. To use and for stacking, heaping or depositing purposes.

Liberty and Power to enter upon and use a sufficient part of surface of said lands fort he purpose of stocking, heaping, thereon any produce of the mines or works carried on and any equipment, earth and materials and substances dug or raised under the liberties and powers mentioned in this part.

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8. Beneficiation and carrying away.

a) Liberty and power to enter upon and use a sufficient part of the said lands to beneficiate any one produced from the said lands and to carry away such beneficiated outville colored from the said lands and to carry away such beneficiated outville colored from the said lands and to carry away such beneficiated outville colored from the said lands and to carry away such beneficiated outville colored from the said lands and to carry away such beneficiated outville colored from the said lands and to carry away such beneficiated outville colored from the said lands and to carry away such beneficiated outville colored from the said lands and to carry away such beneficiated outville colored from the said lands and to carry away such beneficiated outville colored from the said lands and to carry away such beneficiated outville colored from the said lands and to carry away such beneficiated outville colored from the said lands and to carry away such beneficiated outville colored from the said lands and to carry away such beneficiated outville colored from the said lands and to carry away such beneficiated outville colored from the said lands and to carry away such beneficiated outville colored from the said lands are colored from the

b) To make coke (to be used in case of coal only):

Liberty and power upon the said lands to convert into coke any coal dust produced from the said lands and to carry away such coke.

9. To clear brushwood and to fell and utilise trees, etc.

Liberty and power for or in connection with any of the purpose inentioned in this part and subject to the existing rights of others and save as provided in claused of part III of this Schedule to clear undergrowth and brushwood and to fell and utilise any trees or timber standing or found on the said lands provided that the State Government has ask the lessee/lessees to pay or any trees or timber felled and utilised by him them at the rates specified by the Deputy Commissioner or the State Government.

#### PART III

# RESTRICTIONS AND CONDITIONS AS TO THE EXERCISE OF THE LIBERTIES, POWERS AND PRIVILEGES IN PART II.

1. No building etc. upon certain places.

No building or thing shall be erected, set up. placed and no surface operations shall be carried on in or upon any public pleasure ground, burning or burial ground or place held sacred by any class of persons or any house or village site, public road or other place which the State Government may determine as public ground nor in such manner as to injure or prejudicially affect any buildings, work, property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the State Government for works or purposes not included in this lease. The lessee/lessees shall not also interfere with any right of way, well or tank.

2. Permission for surface operations in a land not already in use.

Before using for surface operations any land which has not already been used for such operations the lessee/lessees shall give to the Deputy Commissioner of the district two calendar months previous notice in writing specifying the name or other description of the situation and the extent of the land proposed to be so used and the purpose for which the same is required and the said land shall not be so used if objection is issued by the Deputy Commissioner within two months after the receipt by him of such notice unless the objections so stated shall on reference to the State Government be annualled or waived.

3. To cut tress 中部で記すでは linds.

The lessee/lessees shall not without the express sanction of the Deputy Commissioner cut down or injustant cuts and trees on the said lands but may without such sanction clear away any brushwerd commissioner or the State Government may require the lessee/lessees to pay for any trees or timber felled and utilised by him at the rates specified by the Deputy Commissioner or the State Government.

#### 4. To enter upon reserved forest:

Notwithstanding anything in this Schedule contained the lessee/lessees shall not enter upon any reserved forest included in the said lands without Previous sanction in writing of the District Forest Officer nor fell, cut and use any timber or trees without obtaining the sanction in writing of that Officer nor otherwise than in accordance with such conditions as the State Government may prescribe.

(4A) The lessee/lessees shall not fell any trees in any forest area converted by this lesse without reasonable notice to the Forest Officer and except in accordance with the provisions of the law relating to forests for the time being in force.

#### 5. No mining operations within 50 meters of public works etc.,

The lessee/lessees shall not work or carry no or allow to be worked or carried on any mining operations at or to any point within a distance of 50 metres any railways line except with the previous written permission of the Railway Administration concerned or under or beneath any ropeway or any ropeway trestle or station except under and in accordance with the permission of the authority owning the rope way or from any reservoir. canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Deputy Commissioner or any other officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions and either general or special which may be attached to such permission. The said distances of 50 metres or 200 metres shall be measured in the case of railway, reservoir or canal horizontally from the outer toe of the bank of the outer edge of the cutting as the case may be and of building horizontally from the plinth thereof. In the case of village roads no working shall be carried on with the previous permission of the Deputy Commissioner or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions restrictions and additions either general or special which may be attached to such permission [No.1(51)/65-MII dated.26-2-62]

Explanation: For the purposes of this clause, the expression 'Railway Administration' shall have the same meaning as it is defined to have in the Indian Railway Act, 1890, by Clause 6 of Section 3 of that Act, 'Public Road,' shall mean a road which has been constructed by artificially surfaced as district from a trace resulting from repeated use. Village road will include any trace shown in the revenue records as village road.

6. Facilities for adjoining Covernment licenses and leases මත් 12 ත්තර

The lessee/lessees shall allow existing and future holders of Government licenses or leases over any land which is comprised in or adjoins or is reached by the lessee/lessees reasonable facilities of access thereto.

PROVIDED THAT no substantial hindrance or interference shall be caused by such holder of licenses or leases to the operations of the lessee/lessees under these presents and the lessee/lessees shall be entitled to compensation as may be mutually agreed upon between the lessee/lessees under these presents and fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government shall be made to the lessee/lessees by reason of the exercise of this liberty.

The lessee/lessees shall not appoint / let any child labourers to work in the mines, failing which action will be initiated to cancell / determined the mining lease.

#### PART IV

LIBERTIES, POWERS AND PRIVILEGES RESERVED TO

#### 1. To work other minerals.

Liberty and power for the State Government or any lessee/licensee or persons authorised by it in that behalf to enter into and upon the said lands and to search for, win, work, dig, get, raise, dress, process, convert and carry away any minerals other than the said minerals and any other substances, and for the those purposes to sink, drive, make, erect, construct, maintain and use such pits, shafts inclines, drifts, levels and other lines, waterways, airways, water courses, drains, reservoirs, engines, machinery, plant buildings, canals, tramways, railways and other work and conveniences as may be deemed necessary or convenient;

Provided that in the exercise of such liberty and power no substantial hindrance or interference shall be caused to with the liberties powers and privileges of the lessee/lessees under these presents and that the lessee/lessees shall be entitled to such fair compensation as may be mutually agreed upon or in the event or disagreement as may be decided by the State Government shall be made to the lessee/lessee for all loss or damage sustained by the lessee/lessees by reason or in consequences, of the exercise of such liberty and power.

#### 2. To make railways and roads.

Liberty and power to the State Government or any lessee or person authorised by it in that behalf to enter into and upon the said lands and to make upon over or through the same any railways, tramways or pipelines for any purpose other than those mentioned in Part-II of these presents and to get from the said lands stones, gravel, earth and other

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materials for minimum and repairing such railways, tramways, and roads or any existing railways and roads and to go and repass at all times with or without horses, cattle, or other animals carts, wagons, carriage, locomotives, or other vehicles over or along any such railways, tramways, roads. Jing that other ways for all purposes and as occasions may require provided that in the exercise of such liberty and power by such other lessee or person, no substantial hindrance or interference shall be caused to or with the liberties powers and privileges withthe lessee/lessees under these presents and than fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee/lessees for all loss or damago, by substantial hindrance or interference shall be caused to or with the exercise by such lessee or person of such liberty and power.

PART V
RENTS AND ROYALTIES RESERVED BY THIS LEASE

#### 1. To pay dead rent or royalty whichever is greater:

That lessee shall pay for every year except the first year of the lease dead rent as specified in clause 2 of the part. Provided that where the holder of such mining lease becomes liable under section 9 of the Act, to pay royalty for any mineral removed or consumed by him or by his agent, manager, employee, contractor sub-lease from the leased area, he shall be liable to pay either such royalty or the dead rent in respect of the area, whichever is higher.

#### 2. Rate and mode of payment of dead rent:

Subject to the provision of Clause 1 of the Part, during the subsistence of the lease the lessee/lessees shall pay to the State Government annual dead rent for the lands demised and described in part-I of this Schedule, the rate for the time being specified in the third schedule to the Act in such manner, as may be, specified in this behalf by the State Government.

Sl. No:	Name of the Mineral	Dead rent fixed per hectare	Area of demised land	Dead rent payable	Total Payable	Dead rent in year
1.	As per &	challle	- TII			
2.						
3.			The state of the s		, , , , , , , , , , , , , , , , , , , ,	
4.						
5.					-	

(Here insert the manner in which and the time at which the dead rent, surface rent and water rate should be paid)

#### 3. Rate and mode of Payment of royalty:

Subject to the provision of Clause I of this part, the lessee/lessees shall during the subsistence of this lease pay to the State Government at such times and in such manner as

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the State Government may prescribe royalty in respect of any mineral/minerals removed by the State Covernment may present the rate for the time being specified in the Second him/them from the leased area at the rate for the time being specified in the Second Schedule to the Mines and Mineral (Regulation and Development) Act. 1957.

(3-A). The lessee/lessees shall not remove any ores of minerals from the leased area except under and in accordance with the conditions or a permit issued by the Director of Mines and Geology in Kornataka in payment by the lessee/lessees of the royalty due on the ores or minerals.

# 4. Payment of surface rent and water rate:

The lessee/lessees shall pay rent and water rate the State Government in respect of all part of the surface of the said lands which shall from time to time be occupied or use: all part of the surface of the said lands which shall from time to time to time all part of the surface of the said lands which shall from time to tim respectively per annum per hectare of the area so occupied or used and so, if proportion for any area less than a hectare during the period from the commencement of such assupations or use until the area shall cease to be so occupied or used and shall as far as possible restore the surface land so used to its original condition. Surface rent and wards rule shall be paid as herein before detailed in Clause (2). PROVIDED THAT no such real function rate shall be payable in respect of the occupation and use of the area comprised in his reads or w which the public have full right of access.

5. Local and other cessess and taxes as prevalent in . Bellavey District.

### PART VI

# PROVISIONS RELATING TO THE RENTS AND ROYALTIES

Rent and royalties to be free from deduction etc.,

The rent water rate and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the State Government at Bellany. Treasurand in such manner as the State Government may prescribe PROVIDED XLWAYS and it is hereby agreed that Rs. ..... the balance standing to the credit of the lessee/lessees on account of the deposit made by him/them as a lessee/lessees over an area which included the said lands shall be retained and accepted by the State Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

### 2. Mode of computation of royalty.

For the purpose of computing the said royalties the lessee/lessees shall keep a correct account of the mineral/minerals produced and dispatched the account as well as the weight of the mineral/minerals in stock or in the process of export may be checked by any Officer authorised by the Central or a State Government.

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(Here specify the mode of arriving at sale price/prices at pits mouth of mineral/minerals)

3. Course of action if rents and routities are not paid in time.

Should any rent, royalty or other sunts due to the State Government under the terms and conditions of these presents be not paid by the lessec/lessees within the prescribed time, the same may be recovered together with simple interest due there on at the rate of twenty four percent 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 an arrear of land revenue.

#### PART VII

#### THE COVENANTS OF THE LESSEE/LESSEES

1. Lessees to pay rents, royalties, Taxes, etc.

The lessee/lessees shall pay the rents and royalties reserved by this lease at such time and in the manner provided in PART V and VI of these presents and also may and discharge all taxes, rates assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged, assessed or imposed by the authority of the Central and State Government upon or in respect of the premises and works of the lessee/lessees in common with other premises and works of alike nature except demands for land revenues.

### 2. To maintain and keep boundary marks in good order.

The lessee/lessees shall at his/their own expenses erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease/lessees. Such marks order and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identifications.

### 3. To commence operations within a year and work in a workman like manner.

The lessee/licensee shall commence operation within a year from the date of execution of the lease and shall thereafter at all times during the continuance of this lease, search for, win, work and develop the said minerals without voluntary intermission in a skilful and workman like manner and prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the drops, buildings, structures, or other property for the purposes of this clause, operation shall include the crection of machinery laying of a tramway or construction of a road in connection with the mine.

### 4. To indemnity Government against all claims.

The lessee/lessees shall make and pay such reasonable Satisfaction & compensation as may be assessed by lawful authority in accordance with the law in force on the subject

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for all damage, injury or disturbance which may be done by him/them in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely State Government against all claims which may be made by any present or persons in respect of any such damage, injury or disturbance and all costs and expenses connection therewith.

# 5. To secure and keep in good condition pits shafts etc.,

The lessee/lessees shall during the subsistence of this lease well and sufficiently secure and keep open with timber or other durable means all pits shafts and that may be made or used on the said land make and maintain sufficient fences to the satisfaction of the State Government round every such pit, shaft or working whether the same is abandoned on the same period keep all working in the said lands, except such as may be abandoned assessable free from water and foul air as far as possible.

### 6. To strengthen and support the Mines to necessary extent.

The lessee/lessees shall strengthen and support to the satisfaction of the Railway administration concerned or the State Government, as the case may be, any parties the mine which in its opinion requires such strengthening or support for the safety of any railway, reservoirs, canal, road and any other public works or structures.

### 7. To allow inspection of working,

The lessee/lessees shall allow any officer authorised by the Central Government or the State Government in that behalf to enter upon the premises including any buildings, excavation or land comprised in the lease for the purpose of inspecting, examining, surveying prospecting and making plans there of sampling and collecting any data and the lessee/lessees shall with proper person employed buy the lessee/lessees and acquainted with the mines and works effectually assist such officer, agents, servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with the working of the mines which they may reasonably require and also shall and will conform to and observe all orders and regulations which the Central or State Governments as the result of such inspection of otherwise may from time to time deem fit to impose.

### 8. To report accidents.

The lessee/lessees shall without delay send to the Deputy Commissioner/Director of Mines and Geology a report of any accident causing death or serious bodily injury or serious injury to property or seriously affection or endangering life or property which may occur in the course of the operation under this lease.

# 9. To report discovery of other minerals.

The lessee/lessees shall report to the State Government, the discovery in the leased area of any mineral not specified in the lease within sixty days of such discovery along with full particulars of the nature and position of each such find. If any mineral not

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specified highe lease is discovered in the leased area the lessee/lessees shall not win and dispose of such mineral unless such mineral included in the lease or a separate lease is obtained therefore.

10. To Keep records and account regarding production and employees etc:

The lessee/lessees shall at all times during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books of accounts which shall contain accurate entires showing from time to time

- (1) Quantity and quality of the said mineral/ minerals realised from the said lands
- (2) Quantity of the various qualities of the ores beneficiated or converted. (for example coal converted into coke)
- (3) Quantities of the various qualities of the said mineral/minerals sold and explorted separately.
- (4) Quantities of the various qualities of the said mineral/, minerals otherwise disposed of an the manner and purpose of such disposal.
- (5) The prices and all other particulars of all sales of the said mineral/minerals.
- (6) The number of persons employed in the mines of works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.
- (7) Such other facts, particulars and circumstances as the Central or the State Governments may from time to time required and shall also furnish free of charge to such officers and at such times as the Central and State Governments may appoints, true and correct abstracts of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Governments may prescribed and shall at all reasonable tikes allow such officers as the Central Government of State Government shall in that behalf appoint, to enter into and have access to the said officers for the purposes of examining and inspecting the said books of accounts, plans and records and to make copies thereof and make extracts there from.

#### 11. To maintain plans etc.,

The lessee/lessees shall at all times during the said term maintain at the mine office correct, intelligible, up to-date complete plans sections of the mines in the said lands. They shall show all the operations workings, and all the trenches, pits and drillings made by the him/them in the course of operations carried on by him/them under the lease, faults and other disturbances encountered and geological data and all such plans and sections shall be amended an filled up by and from actual surveys to be made for that purposes at the end of

twelve months or nay period specified from time to time and the lessee/lessees shall rumsh free of charge to the Central and State Governments true and correct copies of such plans and section whenever required. Accurate records of all trenches, pits and drillings shall show:-

- (a) The sub-soil and strata through which they pass.
- (b) Any minerals encountered.

(c) Any other matter of interest and all data required by the Central and State
Government from time to time.

The lessee/lessees shall allow any officer of the Central or the State Covertine its authorised in this behalf by the Central Government to inspect the same at all reasonable times. He/they shall also supply when asked for by the State Government/ the Coal Controller/ the Director/General Geological Survey of India/the Controller Indian Bureau of Mines, a composite plan of the area showing thickness dip. inclination, etc., of all the same as also the quantity of reserves quality wise.

- 11A. The lessee shall pay a wage not less than the minimum wage prescribed by the Central or State Government from time to time.
- 11B. The lessee shall comply with provisions of the Mines Act, 1952 and rules made the-under.)
- 11C. The lessee shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollution control devices; and such other measures as may be prescribed by the Central or state Government from time to time at his own expenses.
- 11D. The lessees shall pay compensation to the occupier of the land on the date and in the manner laid down in these rules.
- 11E. The lessee shall in the matter of employment give preference to the tribals and to the persons who become displaced because of the taking up of mining operations.

### 12. Act 67 of 1957:

The lessee/lessees shall be bound by such rules may be issued from time to time by the Government of India under Section 18 of the Mines and Minerals (Regulations and Development) Act, 1957 (Act 67 of 1957) and shall not carry on mining or other operation under the said lease in any way other than as prescribed under these rules.

13. To provide weig**知识が配わine:** 19 ま **おい** 

Unless specifically exempted by the State Government the lessee/lessees shall provide and at all time keep at or near and properly accurate and of the pit heads at which the said minerals shall belibrought to bank a properly accurated and efficient weight to machine and shall weigh or cause to be weighed thereon all the said minerals from time to the close of each day cause the total weights, ascertained by such means of the said minerals ores products raised, sold, exported and converted during the previous twenty four hours to be entered in the aforesaid books of accounts. The lessee/lessees shall permit the State Government at all times during the said term to employ and persons or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts lighted and so to check the accounts kept by the lessee/lessees. The lessee/lessees shall give fifteen days previous notice in writing to the Director of Mines and Geology of every such measuring or weighing in order that he or some officer in his behalf may be present thereat.

#### 14. To allow test of weighing machine:

The lessee/lessees/shall allow any person or persons appointed in that behalf by the State Government at any time or times during the said term to examine and test every weighting machine to be provided and kept as afore-said and the weights used there with in order to ascertain whether the same respectively are correct and in good repair and order if upon any such examination or testing any such weighting machine of weights shall be found incorrect or out of repair or order the State Government may require that the same be adjusted, repaired and put in order by and at the expenses of the lessee/lessees and if such requisition be not complied with within fourteen days after the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted. repair and put in order and the expense of so doing shall be paid by the lessee/lessees to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the State Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and myalty shall be paid and accounted for accordingly.

#### 15. To pay compensation for injury to third parties:

The lessee/ lessees shall make any pay reasonable satisfaction and compensation for all damage, injury or disturbance of person or property which may be done by or on these

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part of the lessee/lessees in exercise of the liberties and power granted by presents and shall at all times have harmless and keep indemnified the State Government from and against all suits, claims and demands which may be brought made by any person in respect of the control of the lessee/lessees and shall at all times have harmless and keep indemnified the State Government from and against all suits, claims and demands which may be brought made by any person in respect of the liberties and power granted by presents and shall at all times have harmless and keep indemnified the State Government from and against all suits, claims and demands which may be brought made by any person in respect of the liberties and power granted by presents and shall at all times have harmless and keep indemnified the State Government from and against all suits.

### 16. Not to obstruct working of other minerals.

The lessee/lessees will exercise the liberties and powers hereby granted in such a matter as to offer no unnecessary or reasonable avoidable obstructions of interpulsion to the development and working within the said lands of any minerals not included mathis lease and shall at all times afford to the Central and State Government and to the holders of prospecting licenceor mining leases in respect of any such minerals or any such minerals within any land adjacent to the said lands as the case may be reasonable means of ficcess and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working, developing and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage of diagraphic high he/they may sustain by reason or in consequence of the use of such passage by such lessee/lessees or holders of prospecting licences.

### 17. Transfers of lease:

- 1. The lessee/lessees shall not, without the previous consent in writing of the State Government, which in the case of a mining lease in respect of any mineral specified in the first Schedule to the Act shall not be given except after previous approval of the Central Government:
  - a) assign, subject, mortgage or in any other manner, transfer the mining lease or any right, title or interest therein or
  - b) enter into or make any arrangement, contract or understanding whereby the lessee/lessees will or may be directly or indirectly financed to a substantial extent by or under which the lessee's operations or undertakings will or may be substantially controlled by any person or body of persons other than the lessee/lessees.

Provided that the State Government shall not give its written consent unless:

- a) the lessee has furnished an affidavit along with his application for transfer of the mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferce.
- the transfer of the mining lease is to be made to a person or body directly undertaking mining operations.



(2) Without prejudice to the above provisions, the lessee/lessees may subject to the condition specified in the proviso to Rule 35 of said Rules, transfer this lease or any right, title or interest therein, to a person want iled and affidavit stating that he has filed upto date income tax returns, paid income tax assessed in him and paid the income tax on the basis of self assessment as provided in the Income tax Act 1961 (43 of 1961) on payment of five hundred rupees to the State Government.

Provided that the lessee/lessees shall make available to the management certified copies of all plans of abandoned workings in the area and inva belt meters wide

Provide further that where the Mortgage is an institution or a Hank or a Corporation specified in Schedule V it shall not be necessary for any such institution Bank Corporation to meet with the requirement relating income tax.

(3) The State Government may by order in writing, determine the least at any time if the lessee/lessees has/have in the opinion of the State Government committed a reach of any of the above provisions or has/have transferred the lease or any right, title or interest therein otherwise than in accordance with clause(2):

Provided that no such order shall be made without giving the lessee/lessees a reasonable opportunity stating his/their case.

### 18. Not to be financed or controlled by a Trust, Corporation Firm or person.

The lease shall not be controlled and the lessee/lessees shall not allow themselves to be controlled by any Trust, Syndicate, Corporation, Firm or person except with the written consent of the Central Government. The lessee/lessees shall not enter into or make any arrangement compact or understanding whereby the lessee/lessees will or may be directly or indirectly financed by or under which the lessee/lessees operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, Syndicate, Corporation. Firm of person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Central Government and any or every such arrangement compact or understanding as aforesaid entered into or made with such sauction as aforesaid) shall only be entered into or made and shall always b subject to an express condition binding upon the other party of parties thereto that on the occasion of state: of emergency of which the President if India in his discretion shall be the sole judge it shall be terminable if so required in writing, by the State Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee/lessees accordingly.

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(2) Without prejudice to the above provisions, the lessee/lessees may subject to the condition specified in the proviso to Rule 35 of said Rules, transfer this lease or any right, title or interest therein, to a person what we filed and affidavit stating that he has filed upto date income tax returns, paid income tax assessed in him and paid the income tax on the basis of self assessment as provided in the Income tax Act 1961 (43 of 1961) on payment of five hundred rupees to the State Government.

Provided that the lessee/lessees shall make available to the mensferee the original or certified copies of all plans of abandoned workings in the area and In/a belt meters wide surrounding it.

Provide further that where the Mortgage is an institution or a Hank or a Corporation specified in Schedule V it shall not be necessary for any such institution Banks of Corporation to meet with the requirement relating income tax.

(3) The State Government may by order in writing, determine the least at any time if the lessee/lessees has/have in the opinion of the State Government committed a reach of any of the above provisions or has/have transferred the lease or any right, title or interest therein otherwise than in accordance with clause(2):

Provided that no such order shall be made without giving the lessee/lessees a reasonable opportunity stating his/their case.

### 18. Not to be financed or controlled by a Trust, Corporation Firm or person.

The lease shall not be controlled and the lessee/lessees shall not allow themselves to be controlled by any Trust, Syndicate, Corporation, Firm or person except with the written consent of the Central Government. The lessee/lessees shall not enter into or make any arrangement compact or understanding whereby the lessee/lessees will or may be directly or indirectly financed by or under which the lessee/lessees operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, Syndicate, Corporation. Firm of person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Central Government and any or every such arrangement compact or understanding as aforesaid entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always b subject to an express condition binding upon the other party of parties thereto that on the occasion of state: of emergency of which the President if India in his discretion shall be the sole judge it shall be terminable if so required in writing, by the State Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee/lessees accordingly.

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19. Lessee shall deposit any additional amount necessary tanget

Whenever the recurity deposit of Rs.10,000/- or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Central or State Government gursmant to the power hereinfalter described that behalf the lessee/lessees shell deposit with the State Government such further factions may be sufficient with the unappropriated part hereof to bring the amount in deposit with the State Government up to the sum of Rs. 10.000/-

20. Delivery of working in good order to State Government after determination of lease.

The lessee/lessees shall at the expiration or sooner determination of the said reas renewal thereof deliver up to the State Government all mines, pits shafts, inclines deliver levels, waterways, airways, and other works now existing or hereafter locks sunk or made on or under the said lands except such as have been abandoned with the sanction of the Government and in an ordinary and fair course of working all engines machines plant did buildings, structures, other works and convenience which at the commencement of the said term were upon or under the said lands and all such machinery set up by the lessee lessees s below ground which cannot be removed without causing injury to the mines or works under the said lends (except such of the same as may with the sanction of the State Government have become discussed) and all buildings and structures of bricks or stone crected by the lessec/lessees above ground level in good repair order and condition and fit in all respects for further working of the said mines and the said minerals.

### 21. Right of pre-emption

- a) The State Government shall from time to time and all times during the said : term have the right (to be exercised by notice in writing to the lessee/lessees) of pre-emption of the said minerals (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the lessee/lessees and the lessee/lessees shall with all possible expedition deliver all mineral or products or minerals purchased by the State Government under the power conferred by this provision in the quantities at the times in the manner and at the place specified in the notice exercising the said right.
- Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of loading the lessec/lessees shall pay the amount due to causes beyond the control of the lessee/lessees.

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Taken to be paid for all minerals or products of minerals taken in preemption by the State Government invexercise of the rights hereby conferred
shall be the fair market parise prevailing at the time of pre-emption
PROVIDED THATTH STEET CLASS in arriving at the said fair market price
the lessee/lessees shall if so reported furnish to the State Government for the
confidential information of the Government particulars of the quantities,
descriptions and prices of the said minerals of products thereof sold to other
customers and of charters entered into for freight carriage of the same and
shall produce to such officer or officers as maybe directed the the State
Government original or authenticated copies up products and charater
parties entered into for the sale of freightage of such funerals of products.

In the event of the existence of a state or war of emergency d) existence of President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof) the State Government with the consent of the Central Government shall from time to time and all times Suring the said term have the right (to be exercised by a notice in writing to the lessee/lessees) forthwith take possession and control of the works, plant, machinery and premises of the lessee/lessees on or in connection with the said lands or operations under this lease and during such possession or control the lessee/lessees shall conform to and obey all direction given by or on behalf of the Central Government or State Government regarding to use of employment of such works, plants, premises and minerals. PROVIDED THAT fair compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee/lessees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or effect the terms and provisions of these presents further that may be necessary to give effect to the provisions of this clause.

22. Employment of Foreign National

The lessee/lessees shall not employ, in connection with the mining operations any person who is not an Indian national except with the previous approval of Central Government.

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# 23. Recovery of expenses incurred by the State Government

If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried or performed by the lessee/lessees be for second contained are to be carried or performed by the lessee/lessees be for second contained are to be carried or performed by the lessee/lessees be for second contained are to be carried or performed by the lessee/lessees be for second contained are to be carried or performed by the lessee/lessees be for second contained are to be carried or performed by the lessee/lessees be for second contained are to be carried or performed by the lessee/lessees be for second contained are to be carried or performed by the lessee/lessees be for second contained are to be carried or performed by the lessee/lessees be for second contained are to be carried or performed by the lessee/lessees be for second contained are to be carried or performed by the lessee of the lessees of the l out or performed within the time specified in that behalf, the State Government, may consider the same to be carried out or performed and the lessed/lessees shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same and the decision of the State Government as to such expenses shall be final.

### 24. Furnishing of Geophysical data

The lessee/lessees shall furnish-(a) all geophysical data relating to mining fields or engineering and ground water surveys, such as anomaly maps, sections, plans, structures, contour maps, logging, collected by him/ them during the course of maining operations to the Director General, Geological Survey of India, Calcutta.

(b) all information pertaining to investigations of radio active minerals collected by him/them during the course of mining operations to the Secretary, Department of Atomic Energy, New Delhi.

Data or information referred to above shall be furnished every year reckoned from the date of commencement of the period of the mining lease.

#### PART VIII

### The Covenants of the State Government

## 1. Lessee/Lessees may hold and enjoy rights quietly

The lessec/lessees paying the rents, water rate and royalties here by reserve and observing and performing all the covenants and agreements herein contained and on the part of the lessee/lessees to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any unlawful interruption from the State Government, or any person rightfully claiming underit.

# 2. Acquisition of lands of third parties and compensation thereof

If in accordance with the provision of Clause 4 of Part VII of this Schedule, the lessee/lessees shall offer to pay to an occupier of the surface of any part of the said lands compensation for and damage or injury which may arise from the proposed operations of the lessee/lessees and the said occupier shall refuse his consent to be exercise of the right and powers reserved to the State Government and demised to the lessec/lessees by these presents and the lessee/lessees shall report the matter to the State Government and shall Tradall

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payable under these presents to the lesser or any other person or persons and shall deliver up these presents to the State Government the lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determined the liberties prejudice to any right or remedy of the lesser in respect of any breach of any of the covenants of agreements contained in these presents.

- a. The State Government may on an application made by the lessee permit him to surrender one or more minerals from his lease which is for a group of minerals from the ground that deposits of that mineral have since exhausted of depleted to such an extent that it is no longer possible to work the mineral economically, subject to the condition that the lessee-
- b. Makes an application for such surrender of mineral at least standonths the intended date of surrender, and
- c. Gives an undertaking that he will not cause any hindrance in the working of the mineral so surrendered by any other person who is subsequently ganted a mining lease for that mineral.

### 5. Refund of security deposit

On such date as the State Government may elect within twelve calendar months after the determination of this lease or of any renewal thereof, the amount of the security deposit paid in respect of this lease and then remaining in deposit with the State Government and not required to be applied to any of the purposes mentioned in this lease shall be refunded to the lessee/lessees. No interest shall run on the security deposit.

#### PART IX

#### General Provisions

#### 1. Obstructions to Inspection

In case the lessee/lessees or his/their transferee/assignee does/do not allow entry or inspection by the Officers authorised by the Central or State Government under clauses (i), (j) or (1) of sub-rule (1) rule 27 of said Rules, the State Government shall give notice in writing to the lessee/lessees requiring him/them to show cause within such time as may be specified in the notice why the lease should not be determined and his/their security deposit forfeited; and if the lessee/lessees fails/fail to show cause within the aforesaid time to the satisfaction of the State Government, the State Government may determine the lease and forfeit the whole or part of the security deposit.

### 2. Penalty In case of default in payment of royalty and breach covenants:

If the lessee/lessees or his/their transferee or assignee makes/make any default in payment of rent or water rate or royalty as required by Section 9 of the Act of rent or

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commits a breach of any of the conditions and covenants other than those referred to in covenant (1) above, the State Government shall give notice to the lessee/lessees requiring him/them to pay the rent water trade royalty or remedy the breach, as the case may be within sixty days from the coverage of the notice and if the rent, water trade of afficient not paid or the breach is not remoderate/ithin such period, the State determine may without prejudice to any proceedings that may be taken against him/them, determine the without prejudice to any proceedings that may be taken against him/them, determine the

### 3. Penalty for repeated breaches of covenants

In cases of repeated breaches of covenants and agreements by the lossecosters for which nonce has been given by the State Government in accordance with clauses (4) and (2) aforementioned on earlier occasion, the State Government without giving any further notice may impose such penalty not exceeding twice the amount of annual dead rent specified in Clause 2, Part V.

### 4. Failure to fulfill the terms of leases due to "Force Majeure"

Failure on the part of the lessee/lessees to fulfill any of the terms and conditions of this lease shall not give the Central or State Government any claim against the lessee/lessees or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force majeure, and if through force majeure the fulfillment by the lessee/lessees of any of the terms and conditions of this lease be delayed, the periods and such delay shall be added to the period fixed by this lease. In this clause the expression "Force Majeure" means Act of God, war, insurrection, riot, civil commotion, strike, tide, storm, tidal wave flood, lightning, explosion, fire, earthquake and any otherhappening which the lessee/lessees could not reasonably prevent of control.

### 5. Lessee/Lessees to remove his/their properties on the expiry of lease:

The lessee/lessees having first paid and discharged rents, rates and royalties payable by virtue of these Presents may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clauses I and 2 of this Part and in this case at any time not less than three calendar months not more than six calendar months after such determination) take down and remove for his/their own benefit or any engines, machinery plant, by:btings, structures, tramways, railway and other works, erections and conveniences which may have been creeted/set up or placed by the lessee/lessees in or upon the said lands and which the lessee/lessees is/are not bound to deliver to the State Government under clause 20 of Part VII of this Schedule and which the State Government shall not desire to purchase.

### 6. Forfeiture of property left more than six months after determination of lease

If at the end of six calendar months after the expiration or sooner determination of the said term under the provision contained in clause 4 of Part VIII of this Schedule become effective there shall remain in or upon the said land any engines machinery plant.

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buildings, structures trainway, railway and other work erections and conveniences or other properly which are not required by the lessee/lessees in connection with operations in any other lands held by him/them under prospecting licence or mining lease the santo-stall if not removed by the lessee/lessees within one calendar months after notice in conversall if requiring their removal has been given to the lessee/lessees by the State Government and may be sold or disposal of in such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.

### 7. Notices

Every notice by these presents required to be given to the lessed lesses shall his given in writing to such person resident on the said lands as the lessed lesses shall his for the purpose of receiving such notice and if there shall have been no such appoint then every such notice shall be sent to be lessed lesses by registered post addressed to the lessed lesses at the address recorded in the lease or at such other address in India at the lessed lesses may from time to time in writing to the State Government designate for the receipt of notice and every such service shall be deemed to the proper and valid service upon the lessed lesses and shall not questioned or challenged by him.

## 8. Immunity of State Government from liability to pay compensation

If in any event of the orders of the State Government are revised, reviewed or cancelled by the Central Government in pursuance of proceedings under Chapter VII of Mineral Concession Rules, 1960, the lessee/lessees shall not be entitled to compensation for any loss sustained by the lessee/lessees In exercise of the powers and privileges conferred upon him/them by these presents.

9. For the purpose of stamp duty the anticipated royalty from the demised land is Rs. 22, 30, 500 ... per year.

IN WITNESS WHEREOF these presents have been executed in the manner has gater as appearing the day and year first above written.

Signed by

Bengaluru - 01.

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\* \* \*



Lakshmi Minerals

Phone: 08394-230644

Iron Ore Mines Owner &

No. 601, 7th Main, Near Balanjaneya Temple, M.J. Nagar Hospet - 583 201, Karnataka. E-mail : srilakshmiminerals@gmail.com

### **Undertaking**

We assure you that the total forest area utilized for the approach road will not exceed 0.32 ha

Thanking You,

K R Kaviraj



# Lakshmi Minerals

Phone: 08394-230644

Iron Ore Mines Owner &

No. 601, 7th Main, Near Balanjaneya Temple, M.J. Nagar Hospet - 583 201, Karnataka. E-mail : srilakshmiminerals@gmail.com

### **Undertaking**

We assure you that No labor camps will be established on the forest land.

Thanking You,

K R Kaviraj

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# Lakshmi Minerals

Iron Ore Mines Owner &

No. 601, 7th Main, Near Balanjaneya Temple, M.J. Nagar Hospet - 583 201, Karnataka. E-mail : srilakshmiminerals@gmail.com

### **Undertaking**

We assure you that no additional or new path will be constructed inside the forest area for transportation of construction materials for execution of the project work.

Thanking You,

K R Kavira

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Phone: 08394-230644



# Lakshmi Minerals

Iron Ore Mines Owner &

No. 601, 7th Main, Near Balanjaneya Temple, M.J. Nagar Hospet - 583 201, Karnataka. E-mail: srilakshmiminerals@gmail.com

### **Undertaking**

We assure you that the forest land will not be used for any purpose other than that specified in the project proposal

Thanking You,

K R Kaviraj





Iron Ore Mines Owner &

No. 601, 7th Main, Near Balanjaneya Temple, M.J. Nagar Hospet - 583 201, Karnataka. E-mail : srilakshmiminerals@gmail.com

### **Undertaking**

We assure you The forest land proposed to be diverted will under no circumstances be transferred to any other agency, department or person without prior approval of the Central Government.

Thanking You,

K R Kaviraj





No. 601, 7th Main, Near Balanjaneya Temple, M.J. Nagar Hospet - 583 201, Karnataka. E-mail : srilakshmiminerals@gmail.com

### **Undertaking**

We assure you that no damage to the flora and fauna of the adjoining area will be caused.

> Thanking You, QuiRais







No. 601, 7th Main, Near Balanjaneya Temple, M.J. Nagar Hospet - 583 201, Karnataka. E-mail : srilakshmiminerals@gmail.com

### **Undertaking**

We assure you that the layout plan of the approach road will not be changed without the prior approval of the Central Government

Thanking You,

K R Kaviraj



# Lakshmi Minerals

Iron Ore Mines Owner &

No. 601, 7th Main, Near Balanjaneya Temple, M.J. Nagar Hospet - 583 201, Karnataka. E-mail : srilakshmiminerals@gmail.com

### **Undertaking**

We assure you that we will submit the annual self-compliance report in respect of the above-stated conditions to the State Government and Integrated Regional Office, Bangalore by the end of March every year.

Thanking You,

K R Kaviraj



# Lakshmi Minerals

Iron Ore Mines Owner &

No. 601, 7th Main, Near Balanjaneya Temple, M.J. Nagar Hospet - 583 201, Karnataka. E-mail : srilakshmiminerals@gmail.com

### **Undertaking**

We assure you that we will comply all the provisions of the all Acts, Rules, Regulations, Guidelines, Hon'ble Court Order (s) and NGT Order (s) pertaining to this project, if any, for the time being in force, as applicable to the project

Thanking You,

K R Kaviraj