

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL SOUTH
ZONE CHENNAI.

O.A. No. 171 of 2020 (SZ).

IN THE MATTER OF :-

Dr. Sarvabhoun Bagali

....PETITIONER.

VERSUS.

THE STATE OF KARNATAKA & OTHERS.

....RESPONDENTS.

Next Date. 15/03/2022

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THROUGH

Date:- 23/02/2022.
Place New Delhi


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**BEFORE THE HON'BLE NATIONAL GREEN
TRIBUNAL
SOUTH ZONE, CHENNAI
Original Application No. 171/2020(SZ)**

IN THE MATTER OF :-

**Dr. Sarvabhoun Bagali
Vs.
State of Karnataka and Others.**

Additional Affidavit

In this I, M. Viswanth S/o Madaiah aged about 42 years, R/o Raichur working as Senior Geologist, Department of Mines and Geology, Raichur, do hereby solemnly affirm and state as follows:

1. I have been working as the Senior Geologist in the Department of Mines and Geology, Raichur in the Government of Karnataka. I know the facts of the matter from the records. Hence I am competent to swear to this affidavit.
2. Contents of reply in para 1 to 08 are true to the best of my knowledge and belief. Nothing is suppressed.
3. This is my name and address above stated and contents of above paras are true and correct.


DEPONENT

VERIFICATION

I, the above Deponent do hereby verify that the statements in Paras 1 to 08 are true to my knowledge and that no part thereof is false and nothing material is concealed therefrom.

Verified at Bengaluru on the day 23 of February 2022.

IDENTIFIED BY

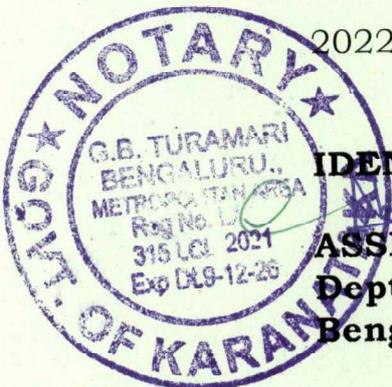
ASSISTANT

**Dept. Of Mines and Geology
Bengaluru.**


DEPONENT

SWORN TO BEFORE ME


G.B. TURAMARI
ADVOCATE & NOTARY
46/1, Behind Binny Mill
1st Main Road, Mangalagiri Nagar Extn
BENGALURU 560 032



**BEFORE THE HON'BLE NATIONAL GREEN
TRIBUNAL**

SOUTH ZONE, CHENNAI

Original Application No. 171/2020(SZ)

IN THE MATTER OF :-

Dr. Sarvabhoom Bagali

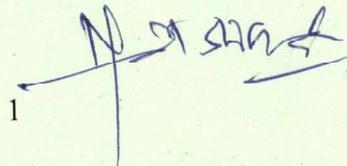
Vs.

State of Karnataka and Others

Additional Statement of Objections

In this, I M.V. Viswanath S/o Madaiah Aged about 42 years, Senior Geologist, Department of Mines and Geology, Raichur do hereby state on oath as under:-

1. I have been serving in the Department of Mines and Geology at Raichur as Senior Geologist, since one year. I have been directed by this Hon'ble Tribunal to file Additional Affidavit as per order dated 09.02.2022 in this case. I know the facts of the matter from the records. Hence I am swearing to this Affidavit.
2. The counter affidavit dated 18.12.2020 was filed by this deponent, in this matter. it may kindly be read as part and parcel of this affidavit. This Additional Affidavit may kindly be read as continuation of the previous affidavit dated 18.12.2020.

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3. It is submitted that statements made by the Applicant are not admitted but they are denied as false. It is submitted that specific and separate Rules are made governing sand mining (other than mining lease of minor minerals). Chapter IVB - Grant of Quarrying leases or composite Licence by auction, Rules 31R to 31 ZE govern the sand mining. They are drafted in compliance of the Guideline 2016 and 2020 issued by the MoEF.

4. It was alleged that Form-E (Rule-18) of the KMMCR 1994 violates 2016 guidelines issued by the MoEF and CC in as much as it allows the use of heavy vehicles and machinery in sand mining. A copy of the lease deed executed by the lessee for sand mining is produced with this affidavit. It is submitted that it is in the Form-E. It refers to Execution of Quarrying lease as per Rule 18 of KMMCR 1994. It is chapter III of KMMCR 1994 governing grant of lease to quarry minor mineral other than sand. Rule 18 is not applicable to sand mining. However, by mistake or as usual practice the Form-E is used in sand mining leases. Copy of the lease deed is **Annexure-R1A**. Clause-3 in part-III of the lease deed should have been struck down. But by over sight it was not scored of, for which I beg apology for the same. Mistake will be rectified. This lease deed contains additional conditions, which are part of the lease deed

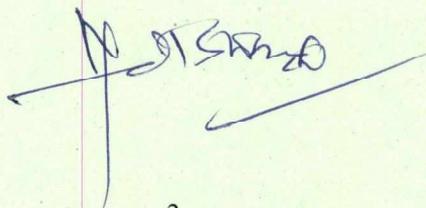
second condition prohibits use of dredger and Machinery in sand mining. It is submitted that Sub-rule 10 and 11 of Rule 31R governing sand mining read as under:-

10) Mechanised boats and dredgers in river sand quarrying are prohibited.

11) Use of backhoe equipment like JCB and screening in river bed sand quarrying shall be in accordance with guidelines issued by the Ministry of Environment, Forest and Climate Change Government of India (MoEF) from time to time.

Provided that loading equipment like dumpers, tractor mounted loaders, may be used on the river banks, only for loading without destabilising river bank.

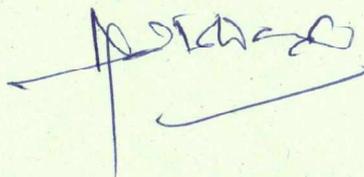
They prohibit use of dredgers and compels the lessee to bound by the guidelines issued by the MoEF from time to time. Clause-3 in part-III of the lease deed contradicts the Rules. Rules over-ride the lease deed. It is submitted that Rules in chapter IVB of the KMMCR regarding sand mining are in consonance with the guidelines issued by MoEF. It is submitted the State Government is not permitting use of machineries in sand mining except in exceptional cases as stated in guidelines of MoEF.



5. It is submitted that Rules for sand mining were amended in consonance with Guidelines of 2016 and 2020 issued by the MoEF. In the affidavit already filed for Government of Karnataka in this matter, the State Government has explained the relevancy of Sand Mining Rules in Chapter-IVB and the guidelines of 2016 and 2020. They are being strictly followed. The violators have been brought to book and penalty recovered, as per Rules.

6. It is submitted that State Government admits the second report of the Joint Committee. It gives true facts relating to this matter. Table-1 of the report contains two leases where there was no excess sand mining. Hence question of collection of environmental compensation did not arise. Table-2 contains the names of leases who had transported sand without obtaining permits. They were penalized with penalty of Rs.12,64,500/-. There was no question of recovery of environmental compensation. Whereas Table-3 shows names of leases who had extracted sand by encroachment. Thus penalty was levied on them recently and it was partly recovered, action will be taken to recover the balance.

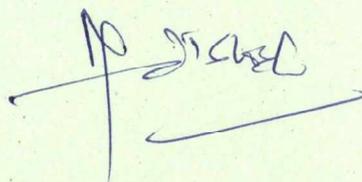
7. It is submitted that actions against defaulters are taken by levying penalty on various grounds and in some cases, FIR were registered. It is submitted that there was no case of sand mining by



encroachment in Krishna River. Those referred to in the report of the Joint Committee, are not part of this Application. No sand mining is permitted without Environmental Clearance. Thus there is no question of imposing lumpsum amount. If environmental compensation is worked out more than the lumpsum to be prescribed, it will have to be restricted to lumpsum amount.

8. It is submitted that following procedure is adopted by the Government of Karnataka in case of grant of sand mining lease.

- a) *No sand quarrying shall be undertaken without a quarrying plan and Environmental Clearance.*
- b) *Lessee shall make Stockyard, Office, CC Camera and Weigh Bridge near to the sand block.*
- c) *Quarrying shall be done in accordance with MoEF Guidelines.*
- d) *In-stream, mining sand extraction and loading to vehicles directly from river is prohibited. So, lessee should store mining sand in stockyard.*
- e) *Lessee should mine as per the mining plan without damaging safety zone and riverbed.*
- f) *Permits are issued to vehicles fitted with GPS.*
- g) *The vehicles having non-communication mode, shall not be issued with permits and shall not be allowed to transport sand.*
- h) *Mechanized boats and dredgers in river sand quarrying are prohibited.*



- i) Sand stored in stockyard, shall be disposed by issuing Computerized Mineral Dispatch Permits (CMDR) to the transporters.

Hence it is prayed to dismiss the application in the interest of justice.

WHEREFORE, it is humbly prayed to dismiss the Application, in the interests of justice and equity.



Senior Geologist,

Dept. of Mines & Geology, Raichur

For Respondent 1, 5, 6 & 7

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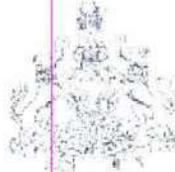


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Annexure-RIA

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GOVERNMENT OF KARNATAKA

DEPARTMENT OF MINES & GEOLOGY
QUARRYING LEASE/LICENCE DEED

(FORM-E)

Quarrying Lease/licence No. RAI.OS-14/2017-18

Name of Lessee/licensee Swri. Anand. B. Doddamani

Date of Grant 13-06-2017

Period W.E.F. 13-06-2017 To 12-06-2022 (5 years)

Mineral ordinary Sand

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ORIGINAL



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GOVERNMENT OF KARNATAKA

FORM-E

QUARRYING LEASE/QUARRYING LICENCE

(Specified Minor Mineral/Non-Specified Minor Mineral)

The INDENTURE made this 13th day of June 2007. BETWEEN THE GOVERNOR OF KARNATAKA. (Hereinafter referred as the "State Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the one part and when the lessee/licensee is an individual.

(1)-(1) When the lessee/licensee in an individual :

1. (Name of the Person) Shri. Anand B. Doddamani of (Address and occupation) H. 68 Behind Chetan. College Akshay Colony Hubballi (hereinafter referred to as "the lessee/licensee" which expression shall, where the context so admits, be deemed to include his heirs, executors, administrators, representative and permitted assigns)

(2)-(2) When the lessees/licensees are more than one individual

1. (Name of the person) of (Adress and occupation) and (Name of Person) of (Address and occupation) of address and occupation and (2) (Name of Person) (hereinafter referred to as "the lessee/ licensee" which expression shall, where the context so admits, be deemed to include their respective heirs, executors, administrators, representative and other permitted assigns).

(3)-(3) When the lessees/licensee is a registered firm or Syndicate

2. (and (3) (Name of person) and (Name of Person) of (address) and (Name of Person) of (address) all carrying on business in partnership at (address of the firm or syndicate) registered under (Act which registered) (hereinafter referred to as "the lessee/ licensee" which expression shall, when the context so admits, be deemed to include all the partners of the said firm their representative, heirs, executors, administrators and permitted assigns).

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Anand

Signature and stamp in Kannada



(4)-(4) The lessee/licensee is a registered company:

(3) and (4) (Name of Company)..... a company registered under (Act under which incorporated)..... and having its registered office at (address) (hereinafter referred to as "The lessee / licensee" which expression shall, where the context so admits, be deemed to include its successors and permitted assigns), (4) of the other part.

WHEREAS The lessee / licensee has / have applied to the Competent Authority concerned in accordance with the Karnataka Minor Mineral Concession Rules 1994, (hereinafter referred to as the said Rules) for a quarrying lease / quarrying licence for ordinary Sand in respect of the lands described in part 1 of the Schedule hereunder written and has / have deposited with the State Government the sum of Rs. 5,50,000/- as security. AND WHEREAS the Competent Authority, Dept. of mines and Geology has communicated his approval to the grant of this lease / licence.

NOW THIS LEASE 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 "lessees / licensees" to be paid observed and performed the State Government hereby grants and demises up to "the lessee/licensee" comes all those the quarries, mines/strata/veins/streams and beds of Sand (here state the 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 herewith 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 II of the said Schedule EXCEPT and reserving out are the demise upto the State Government the liberties, powers and privileges mentioned in PART IV of the said Schedule TO HOLD the premises hereby granted and demised upto "the lessees/ licensees from the 13th day of June 2007 for the term of years hence next ensure YIELDING AND PAYING of upto the State Government the several rents and royalties mentioned in the part V of the said Schedule at the respective times herein specified subject to the provision contained in PART VI of the Schedule and the lessee / Lessees / Licensee/ Licensees hereby / covenant / covenants with the State Government as in PART VII of the said schedule expressed and the State Government hereby covenants with the lessee/ lessees in Part VIII of the Schedule is expressed AND it is hereby mutually agreed between the parties hereto as in PART IX of the said Schedule is expressed.

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

The Schedule above referred to

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THE AREA OF THIS LEASE / LICENCE

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LOCATION AND AREA OF THE LEASE / LICENCE

(Block-01)

All the tract of lands situated Jolada Hedag; (Village/town) description of area or areas) Devadurga in Raichur the Registration District Sub-district and District (bearing S.Nos./ F.S. NOS/Forest Coup Nos) 196, 197, 195, 198, 13, 14 Containing an area of 12.20 thereabouts delineated in plan hereto annexed and there on coloured Red and bounded as follows:

- on the North by
- on the South by
- on the East by
- and On the West of

AS per the sketch. Enclosed

hereinafter referred to "the said lands"

PART II

LIBERTIES, POWERS AND PRIVILEGES TO BE EXERCISED AND ENJOYED

BY

THE LESSEES/LICENSEES 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 hereby demised to enter upon said lands and to search for mine, quarry, bore, dig, drill for win, work, dress, process, convert, carry away and dispose of the said mineral, minerals.

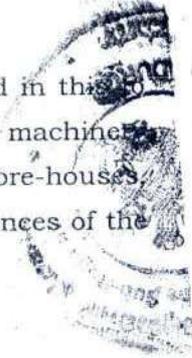
2. To sink, drive and make pits shafts and inclines etc.,

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 and other works.

Signature on the bottom left.

Signature and official stamp on the bottom right.

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3. To bring and use machinery, equipment etc.

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

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

Liberty and power for or in connections with any of the purposes mentioned in this part to make any tramways, railways roads and other ways in or over the said lands and to use, maintain and go and repass with or without horses, cattle, wagons, locomotives or other vehicles over the same (or any existing tramways, railways, road and other ways in a (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 connections 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 but not to sell any such material, bricks or tiles on payments or royalties prescribed in the said rules.

(Bracketed portion to be deleted in cases the lease/licence in for specified minor mineral).

6. To use water from streams etc.,

Liberty and power for in connection with any of the purposes mentioned in this part but subject to the rights of any existing or future lessee/ licensee and with the written permission (any officer authorised by the State Government in that behalf) to appropriate use of water from any streams, water-courses, springs or other sources in or upon the said lands and divert, step up or dam any such streams or water-course and collect or impound any such water and to make, construct and maintain any water course, culverts, drains or reservoirs but not as to deprive any cultivated lands, villages, building, or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or springs. Provided that the lessee/licensee shall not interfere with the navigation in any navigable streams, nor shall divert such streams, without the previous written permission of the State Government.

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7. To use for stacking heaping or depositing purposes

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

8. Beneficiation and carrying away

Liberty and power to enter upon and use a sufficient part of the said land to beneficiate, process, dress convert the said Minerals, produced from the said lands and to carry away such beneficiated/processed, dressed, converted mineral/minerals.

9. To clear brush-wood and to fell utilise trees etc.

Liberty and power for or in connection with any of the purpose mentioned in this part to fell and use any timber or trees or brush wood now standing which hereafter may be standing upon the reserved forest land, included within said lands, provided that not more than 12.20 square metres or such reserved forest land shall be cleared in any one year nor the same place of tender than once in every year and provided that, the previous permission in writing from the Forest Department and forest Department is obtained which permission shall be granted by the Forest Department under time to time for an area, not exceeding 19.20 acres at a time on written application of the lessees/licensees to the effect that the lessees/licensees requires/ require the additional area for bona fide also immediate extention of quarrying operation under this lease/ licence and provided also that the exercice of the liberty and power expressed in this clause shall be subject to the observance of the terms and conditions contained in the other part of this schedule.

PART III

RESTRICTIONS AND CONDITIONS AS TO THE EXERCISE OF THE LIBERTIES

POWER 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 with the State government may determine as public ground nor in such manner as to injure or prejudicially affect any building 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 Government for works or purposes not included in this lease/licence. They shall also not interfere with any right of away, well or tank.

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ಮಿಣು ಮತ್ತು ಭೂವಿಜ್ಞಾನ ಇಲಾಖೆ
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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/licensee shall give to the Competent Authority, sixty days previous notice in writing specifying the name or other designation 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 used if objection is issued by the competent authority within one month after the receipt by him of such notice unless the objections so stated shall on references to the State Government be annulled or waived.

3. To cut trees in the unreserved lands.

(a) The lessee/licensee shall not cut or injure any tree in the leased/licenced areas without the previous sanction in writing of the Competent Authority.

(b) Notwithstanding anything contained in sub-clause (a) the lessee/ licensee shall not cut or injure any tree in leased/ licensed area falling within reserved/protected forest without the previous permission in writing from the Forest Department or the Office authorised by the Forest Department in this behalf.

4. Permission for surface operations in a land not already in use:

Save as provided in clause 9 part II of this schedule, the lessees/licensees shall not without the previous sanction from the Forest Department cutdown or injure any timber or trees on the said but, may, without such sanction clear away any brush-wood or undergrowth which interferes with any operations authorised by these presents and notwithstanding anything contained in this shedule shall not enter upon any reserved forest included in the said lands without seven days previous notice in writing to the Forest Department or the officer authorised by the Forest Department.

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

The lessee/licensee shall not work or carry on allow to be worked or carried on any quarrying operations at or to any point within a distance of 50 meters if no blasting is involved from the boundary of any railway line except with the previous written permission of the Railway administrative concerned or from the boundaries or reservoir canal, hightention electric line or other public works. or buildings or inhabited site except with the previous permission of Government or any other officer authorised by the 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 to of the bank of the outer edge of the cutting as the case may be and of building horizontally from the plinth thereof.

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6. Facilities for adjoining Government licences and leases

The lessee/licensee shall allow existing and future holders of Government licences or leases over any land which is comprised in or adjacent to or is reached by the land held by the lessee/licensee reasonable facilities of access thereto. Provided that no substantial hindrance or interference shall be caused by such holder of licences or leases to the operations of the lessee/licensee under these presents and the lessee/licensee shall be entitled to compensation as may be mutually agreed upon between the lessee/licensee and such holders and in events of disagreement such fair compensation may be determined by the Competent Authority or any other officer authorised by the State Government in respect of all loss or damage sustained by the lessee/ licensee by reason of or the exercise of this liberty.

7. if the said lands or part thereof are forest lands the lessees/ licensees shall take all steps to ease the slopes and restore top soil in lands worked out, exploited or mined and it shall be open to the Government to afforest such lands even during existence of the lease.

PART IV

LIBERTIES, POWERS AND PRIVILEGES RESERVED TO THE STATE GOVERNMENT

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 said minerals and any other substances and for 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/licensee under these presents and that the lessee/licensee shall be entitled to such fair compensation as may be mutually agree upon or in the event or disagreement as may be determined by the Competent Authority appointed by the State Government in respect of all loss or damage sustained by the lessee/licensee 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 Central Government of construct any road, railways or canal reservoir or to carry electric or telephone lines in or over the lands under the lease/licence is reserved.

Provided that before such liberty or power is exercised a notice of not less than thirty

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days shall be given to the lessee/licensee and the area utilised by the Government for any of the aforesaid purpose shall be excluded from the area under the lease/ licence and will not be entitled to claim any compensation for such exclusion.

3. Liberty and power to the State Government to determine, at any time by giving to the lessee/licensee a notice in writing the lease /licence if the area for which the lease/licence has been granted or any part thereof is required by the State Government for any public purpose and a declaration under the signature of the Director that the area, or as the case may be, the part of the area is so required shall, as between the lessee/licensee and the Government, be conclusive.

On the determination of the lease/licence under this power the area under the lease/licence shall be resumed by the Government and the lessee/licensee shall be paid such compensation as may be determined by an officer appointed by the Government for the purpose and in assessing the amount of compensation, the officer so appointed shall be guided by the principles laid down in the Acquisition Act, 1894, for such assessment.

PART V

RENT AND ROYALTIES RESERVED BY THE LEASE

1. Rate and mode of payment of dead Rent

As from the day of 13th June 2017 during the subsistence of lease/licence, the lessee/licensee shall pay the dead rent in advance at Rs per Acre per annum as per Schedule I in accordance with Rules.

2. Rate of mode of payment of royalty

The lessee/licensee shall pay royalty in advance to Government in respect of minor minerals removed or consumed by him or his agent, manager employee, contractor or buyer at the rates prescribed Schedule 2 in accordance with the Rules.

3. Mineral Despatch Permits.

The lessee/ licensee or his agents, managers, employees, contractors or buyers/ consumers shall not move the mineral quarried without obtaining valid Mineral despatch Permit (in short PERMIT) issued by the Competent. Authority may order for determination of the lease/licence with the prior approval of the Controlling Authority.

4. Penalty

Subject to the provision of clause (3) of this part, any lessee/licensee or his agents, managers, employees, contractors consumers or buyers contravening the above clause and transport mineral without valid PERMIT, such persons will be liable for penalty at 5 times of royalty, if any lessee/licensee or his agent etc., or buyers continue to indulge in such

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Secretary
Karnataka
Government
Bengaluru

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offence the Competent Authority May order for determination of the lease/licence with the prior approval of the controlling Authority.

PART VI

PROVISIONS RELATING TO THE RENTS AND ROYALTIES

1. Rent and Royalties to be free deduction etc.,

The rents and royalties in PART V of this Schedule shall be paid from any deductions the State Government at District- Sub Treasury at Raichur and in such manner as the Competent Authority may prescribe.

2. Mode of Computation of Royalty

For the purpose of computing the said royalties the lessee/licensee shall Keep a correct account of the mineral/ minerals actually produced from the quarries/ mines, Lands and despatched from the quarry and maintained stock, in the from prescribed by Government/ competent Authority. The lessee/ licensee shall also Keep a correct account of the number of persons employed therein and shall also maintained a complete set of plans and cross sections of the quarry and furnish to the Competent Authority concerned such information, reports and returns as required from time to time under these Rules together with representative samples of minerals and processed materials from the same obtained during the operations. The accounts as well as quantity (in volume or in weight as the case may be) of the mineral/minerals in stock or in the process of despatch from the quarry may be checked by any officer authorised by the State Government and or by the Competent Authority.

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

Should the royalty and/or rent reserved and made payable by the lessee/licensee is not paid within thirty days after the date fixed in lease/licence for the payment of the same. State Government may enter upon the premises and restrain all or any of the mineral or beneficiated/processed or movable property there and may order the sale of the property to restrained or so much of it as will suffice of the satisfaction of the rent and royalties due, and all cost and expenses occasioned by the non-payment thereof.

3A. if the lessee or licence makes any default in the payment of royalty or dead rent payable under rule 26, the competent authority shall give notice to such lessee or licences, requiring him to pay the royalty or dead rent within sixty days from the date of receipt to the notice. failing which the competent authority may, without prejudice to any other action that may be taken against lessee or licence the lease or licensee or forfeit the whole or part of the Security Deposit.

4. Any rent, royalty tax fees, penalty or other sums due to Government under said Rules

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ಮಿಣು ಮತ್ತು ಭೂಗರ್ಭ ಸಂಪನ್ಮೂಲ ಇಲಾಖೆ
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of under this lease/licence shall be recovered as arrears of land revenue on the basis of certificate issued by the Competent Authority.



PART VII

THE COVENANTS OF THE LESSEES/LICENSEES

1. Lessees to pay rents, royalties.

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

2. To maintain and Keep boundary marks in good order.

The lessee/licensee shall at his own expense 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/licence. 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

Unless the Competent Authority for good cause permits otherwise the lessee/licessee shall commence operation within a year from the date of execution of the lease/licence and shall thereafter at all times during the continuance of this lease licence search for, win, work and develop the said minerals without voluntary intermission in proper skilful and workman like manner without doing or permitting to be done any unnecessary or avoidable damage the surface of the said lands or the crops, buildings or other property thereon. The lessee/ licensee shall prevent waste by removal of over burden careful storage of waste, drainage and removal of valuable minerals. For the purpose of this clause quarrying operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the quarry, The lessee/licensee shall not dump the overburden or waste rock or mineral on the workable deposit. if lessee/ licensee does not find suitable place to dump the waste mineral generated from the quarry within the leased/licenced area he may dump in nearly Government land obataining prior approval from Competent Authority writing.

4. To indemnify Government against all claims.

The lessee/licensee shall make and pay such reasonable compensation as may be assessed by lawful authority in accordance with the law in force on the Subject for all

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

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

The lessee/licensee shall during the substance of this lease/licence well and sufficiently secure and Keep open with timber or other durable means all pits shafts and make and maintain sufficient fences to the satisfaction of the State Government round every such pit, shaft or working in the said lands, except such as may be abandoned accessible free from water and foul air as far as possible. The lessee/licensee shall also take adequate steps to ensure that:

- (a) Height and widths of trenches in open quarries are properly maintained to facilitate easy removal of the mineral and the muck.
- (b) The working faces are always Kept clean.
- (c) The mineral and or beneficiated, processed, dressed products there from won are staked in suitable dimensions and each such stock is numbered or marked in a manner prescribed by the Competent Authority
- (d) The proper sanitation of the area leased/licenced to him maintained.

6. To strengthen and support the quarry to necessary extent.

The lessee/licensee shall strengthen and suport to the satisfaction of the Railways administration concerned or the State Government or any other Competent Authority controlling the provisions or the any law for the time being in force relating to the working of quarries and matters affecting safety health and labour matter as the case may be any part of the quarry which in its opinion requires such strengthening of suport for the safety of any railway, reservoirs, canal, road, high tension electric line and other public works or structures.

- 7. (1) The lessees/licensee shall submit from time to time or when required progress reports to the Director of Mines and Geology, along with analysis and representative sample of the minerals collected during the quarrying operations as also the periodical returns prescribed in the said Rules or in manner prescribed by him from time to time.
- (2) The lessee/licensee shall submit to the Director of Mines and Geology. the Competent Authority and any other officer as may be specified by the Director of mines and Geology in the behalf, quarterly returns in FORM-Q and annual retruns in FORM.Y appended to the said rules, for each financial year ending 31st march, before the 30th April of the Succeeding year, and to allow inspection of working.

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8. To allow inspection of working.

The lessee/licensee shall allow any officer authorised by the Central Government or the State Government or the Competent Authority or the Director of Mines and Geology under the Rules in the behalf to enter upon the premises including any building excavation or land comprised in the lease/licence for the purpose of inspecting, examining, surveying and making plans thereof. sampling and collecting any data and the lessee/licensee shall with proper person employed by the lessee/licensee and acquainted with the mine/quarry and works effectively 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 quarry which they may reasonably require. Such officer may issue such reasonable directions as he may deem fit to prevent wasteful extraction of minerals and it shall be the duty of the lessee/licensee, his/ their agent/manager to carry out directions within such period as the officer may specify if the lessee/licensee, his/their agent or management fails to carryout such directions within the specified period, the Competent Authority may detemine the lease/licence or may impose a penalty not exceeding twice the amount of the annual dead rent.

9. To report accidents.

The lessee/licensee shall report all accidents to the Director of Mines and Geology the District magistrate and the District Superintendent of Police concerned, in case of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease/licence the lessee/licensee shall send a complete report without any delay of such an accident to the said officers.

10. To report discovery of other minerals.

Whenever the lessee/licensee shall find, in the said lands. any mineral other than the said mineral/minerals the lessee/licensee shall immediately report such discovery in writing to the Competent Authority with full particulars of the nature and position of each such find.

11. The lessee/licensee shall, at all times, during the said term Keep or cause to be Kept, at an officer to be situated upon or near the sid lands, correct and intelligable books of accounts which shall contain entries, 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 said mineral/minerals beneficiated, processed or converted.
- (3) Quantities of the various quantities of the said mineral/minerals sold at the quarry head or despatched to any mineral processing units, granite cutting and polishing

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units within the country and quantity exported and the manner and purpose of such sale and disposal :

(4) Details of royalty paid and PERMITS obtained.

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The prices and all other particulars of all sale of the said mineral/minerals;

(6) The number of persons employed in the mines or work or upon the said lands specifying nationality, qualifications and pay of the technical personnel.

(7) Such other facts, particulars and circumstances as the Competent Authority or the Director of Mines and Geology may from time to time require and shall also furnish of charge to such offices and at such times they may prescribe true and correct abstracts of all or any such books of accounts and shall at all reasonable times allow such officers or any officers at the State Government shall , in the behalf appoint, to enter into have free access to, for the purpose of examining and inspecting the said books of accounts and to make copies thereof and to make extracts there from.

12. To maintain plans etc.,

the lessee/licensee shall at all times during the said term maintain at the quarry officer correct, intelligible. Up-to-date and complete Contour and Geological plans and cross sections of the quarries in the said lands. They shall show all the operations, workings and all the trenches, pits and drilling made by the lessee/licensee in the course of operations carried on by him/them under the lease/licence. The lessee/licensee shall update such quarry plans and section at the end of each year or any period specified from time to time and the leseee/licensee shall furnish free of charge such plans sections and mineral specimens, to the Competent Authority whenever these required. Accurate records of trenches pits and drilling shall show:-

- (a) The sub-soil and strata through which they pass.
- (b) Any other minerals encountered.
- (c) Any other mater of interest and all data required by the State Govenment the Competent Authority from time to time.

13. To abide by the Provisions of the laws in force in respect of labour welfare, safety measures, ecology and environment.

The lessee/licensee shall be bound by the provisions of law to abide by the provisions any laws for the time being in force of the laws in force in relating to ecology and environment, of the laws in force in the working of the quarries (Mines in respect of labour welfare and minerals) are matters affecting safety measures, ecology safety health and convenience of and environment. The lessee/licensee employees or the public. The lessee/ licensee shall abide by the conditions laid down in the payment of wages act 1936 (Central

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Act No. IV of 1936), the Mines Act, 1952 (Central Act No. XXV of 1952), the Indian Easements Act, 1881, the Environment Protection Act, 1986 (Central Act No. 29 of 1986), the Water and Air (prevention and control of pollution) Act, 1974.

14. The lessee/licensee shall respect all existing rights of way, water and other easements and shall not carry on mining/quarrying or other operations under the said lease/licence in any way than as prescribed under the Rules.

15. Government indemnified from paying compensation for injury to third parties

The lessee/licensee shall make and pay responsible compensation for all damage, injury disturbance to person or property which may be caused by or on the part of lessee/licensee in exercise of the liberties and power granted by these presents and shall at all times have harmless and kept indemnified the State Government from and against all suits, claims and damages which may be brought or made by any person or persons in respect of any such damage, injury or disturbance.

16. Not to obstruct working of other minerals

The lessee/licensee will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonable avoidable obstructions or interruption to the development and working within the said lands of any minerals not included in this lease/licence and shall at all times afford to the Central and State Government and to the holder quarrying lease, of quarrying licence and prospecting licence or mining lease in respect of any such minerals or any minerals within any land adjacent to the said lands as the case may be reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working, developing and quarrying away the same provided that the lessee/licensee shall have receive reasonable compensation for any damage or injury which he may sustain by reason or in consequence of the use of such passage by such lessee/licensee or holders of prospecting licences.

17. Lessee shall deposit any additional amount necessary equal to the security deposit

Whenever the security deposit as provided in the 9(1) and 2(1) of the said Rule or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Competent Authority pursuant to the power hereinafter declared in that behalf the lessee/licensee shall deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government up to the sum of equal to the said full security deposit amount.

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

The lessee/licensee shall at the expiration or sooner determination of the said term or any renewal thereof deliver upto the State Government all mines, quarries, pits, shafts,

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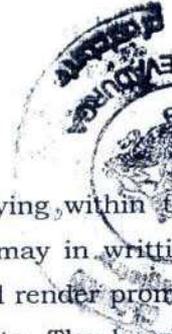
inclines, or other works now existing or here after to be sunk or make on or under the said lands except such as have been abandoned with the sanction of the Competent Authority in an ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the term were upon or under the such lands and all such machinery set up the lessee/licensee below ground level which cannot be removed without causing injury to the mines, quarries or works under the said lands (except such of the same may with the sanction of the Competent Authority) and all buildings and structure of bricks or stone erected by the lessee/licensee above ground level in good repaired order and condition and fit in all respects for further working of the said mines and the said minerals.

19. Right of pre-emption.

- (a) The Government shall from time to time and all times during the said terms have right to be exercised by notice in writing to the lessee/licensee of pre-emption of the said minerals (and all products therefore lying in or upon the lands hereby demised or elsewhere under the control of the lessee/licensee shall with all possible expedition deliver all minerals or products of minerals purchased by the State Government under the power conferred by this provision be exercising the said right.
- (b) In the events of the existence of State or War or emergency (of which existence the President of India shall be the sole judge and a notification to his 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 during the said term have right to be exercised by a notice in writing to the lessee/licensee shall forth with take possession and control of the works plant, machinery premises of the lessee/licensee on or in connection with the said lands or preparations under the lessee/licensee and during such possession or control the lessee/licensee shall confirm and obey all directions given by or on behalf of the Central or State Government regarding the use of employment of such works, plants premises and minerals, PROVIDED THAT after compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee/licensee or 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 affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this cause. The Government or the Competent Authority shall have the right to dispose of the minor mineral waste generated during the course of quarrying in accordance with the provision of Schedule 2.

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20. Not to light fire in forest Areas

The lessee/licensee shall not light any fire upon the said lands if lying within the reserved forest except under such conditions as the Forest Department may in writing specify and the lessee/licensee and his/their workmen and employees shall render prompt assistance in extinguishing any fire on the said lands or in their vicinity. The lessee/licensee shall be liable for all damages resulting from fire caused by the act or omission of the lessee/licensee or his/ their employees and shall pay such compensation for Forest Department. The decision of the Forest Department as the amount of compensation payable by the lessee/licensee shall be final and binding on the lessee/licensee.

21. No right over produce other than minerals, ores mentioned in the lease/licence

- (a) The lessee/licensee shall not remove any other produce except the minor mineral mentioned in this lease. The lessee/licensee shall without delay, report to the Competent Authority and the Director of Mines and Geology, the discovery in this areas, comprised in his/their lease/licence of any minerals not specified in the lease.
- (b) If any mineral/s not specified in the lease/licence is/are discovered in the leased/licenced area he/they shall not win and dispose of such mineral/s, without obtaining lease/licence therefore If he fails, they fail to apply for such lease/licence within three months from the discovery of the said mineral/minerals, the Competent Authority may grant a lease/licence in respect of such mineral/minerals to any other person/persons in respect of such mineral/minerals to any other person/persons.
- (c) Without the prior permission of the Director of Mines and Geology the lessee/licensee shall not use the minor minerals quarried under these rules for a purposes which will classify them as major minerals.

22 . The lessee/licensee shall make available to the Government of India beryl or any other "Substance prescribed" under Section of the Atomic Energy Act (Act XXIX of 1948) if they are found to occur in the said lands.

23. The State Government shall be immune from the lessee/licensee claims for damage and account or any having been included in this lease which may subsequently be discovered have not been available for the lease.

24. The lessee/licensee or his assignees shall not erect by building in contravention of the provisions of any law for the time being in force relating to the erection of buildings or in contravention of any order is issued by any officer or authority composed to issue such order any such law within whose jurisdiction the leased area is situated.

25. The lessee/licensee shall abide by such reasonable instructions and direction as may be issued by the Director of Mines and Geology from time to time regarding conservation and development of minerals.

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determination to this lease or of any renewal thereof, the amount of the security deposit paid in respect of the lease and then remaining deposit with the State Government and not required to be applied to any of the purpose mentioned in this lease shall be refunded to the lessee/licensee. No interest shall run on the security deposit.

PART IX

GENERAL PROVISION

1. Breach of conditions.

In case of breach of any of the conditions of the lease other than mentioned in clause 2 and 3 of this part then the Competent Authority may require the lessee/licensee or his/their assigns to pay penalty not exceeding an amount equivalent to twice the amount of the annual dead rent specified under clause I part V.

2. Obstruction to Inspection.

In case lessee/licensee or his/their assignees does/do not allow or obstruct entry or inspection by the Officers authorised by the State Government the Competent Authority may cancel the lease and forfeit the whole or part of the deposit made under Rule 9(1) and 21(1) of the said Rules.

3. In case lessee/licensee or his/their assignees commit any breach of any of the conditions specifies in the clauses sub rule (1) and (2) of rule 6 of the said Rule then and in any such case the Competent Authority shall give notice in writing to the lessee/licensee or his/thier or assignees as the case may be, asking him/them to remedy the breach within thirty days from the date of the notice and if the breach is not remedied within such period the Competent authority under the said Rules determine the lease provided that nothing therein contained shall debar the State Government from enforcing any other right or remedy that the State Government may have against the lessee/licensee or his/her assignees under any other provisions herein contained.

4. To pay penalty in case of breach.

In case of the breaches of the covenants and agreements by the lessee/licensee or any other officer authorised by the Government on which aforesaid notice has been given the Competent Authority under the said Rules in lieu of Giving notices, may impose such penalty appropriate in accordance with the sub-Rule (3) of Rule 6.

5. If the lessee/licensee ceases/cease to work the quarry for a continuous period of one year the lease/licence shall liable to cancellation as per the Rules.

Provided that the lease/licence shall not be cancelled. If the lessee/licensee are prevented from working the quarry owing to some reasonable cause or if the lessee/licensee ceases/ cease to work with prior permission of the Competent Authority.

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6. Interpretation.

If there is any dispute regarding their lease/licence or any other matter or thing, construction of term or condition in the lease/licence anything connected with the quarries or minor minerals specified in this lease/licence or the working or nonworking of the quarry operated under the lease/licence, the amount of payment of royalty or dead rent or its mode of payment to the Competent Authority it shall be referred to the Government whose decision shall be final and binding on the lessee/licensee.

7. Omitted.

8. Lessee/licensee to remove his properties on the expiry of lease.

The lessee/licensee having first paid and discharged the rents and royalties payable by virtue of these presents may at the expiration or sooner determination of the said terms or within three months thereafter (unless the lease/licence shall be determined under clause 1 and 2 or this PART and in that case at any time not less than three calendar months after such determination), take down remove for his own benefit all or any engines, machinery plant, building structures, tramways, railways other works erection and conveniences which may have been erected set up or placed by the lessee/licensee in or upon the said lands and which the lessee/licensee is /are bound to deliver to the State Government under clause 18 of PART VII of this Schedule and which the State Government shall not desire to purchase.

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

If at the end of three months after the expiration or sooner determination of the said term or after the date from which after determination of lease any surrender by the lessee/licensee of part under the provisions contained in Clause 3 of PART VII of this Schedule become effective there shall remain or upon the said land or the surrendered part or parts thereof the case may be any engine, machinery, plant, building, structures, tramways, railways and other work, erections and conveniences or other property which are not required by the lessee/licensee in connection with his/ their operations in these parts of the said lands which he/they has/have surrendered or in any other lands held by him/ them under quarrying lease the same shall not removed by the lessee/licensee within one calendar month after notice in writing requiring their removal has been to the lessee/licensee by the State Government be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay compensation or to the lessee/licensee in respect thereof.

10. Service of notice.

Every notice by these present required to be given to Service notice. The lessee/licensee shall be given in writing to such person resident on the purpose of receiving such notices

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and if there shall have been no such appointment they every such notice shall be sent to the lessee/licensee by the registered post addressed to the lessee/licensee at the address recorded in this lease/licence or at such other address in India as the lessee/licensee may form time to time in writing to the State Government designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the lessee/licensee and shall not be questioned or challenged by him.

11. In respect of quarrying leases consisting of an area of five acres and more a quarrying plan containing the particulars specified in clause (c) shall be submitted by the lessee within six months from the date of grant of lease as per sub-rule 3(a) of Rule 18 of K.M.M.C. Rules 1994.

12 In Witness whereof these presents have executed in the manner here under apprising the day and year first above written.

13. K.M.M.C.R. 1994 ಆಸ್ಪತ್ರೆ ನಿರ್ಮಾಣ 2016 ರ ನಿರ್ಮಾಣಕ್ಕಾಗಿ

Signed by ಶಿಲ್ಪಾ ಎಚ್.ಎ. ಅಧೀನಶಿಲ್ಪಿ

for and on behalf of the Governor of Karnataka in the presence of

1.

(Smt. Pushpalatha S. Kavalay)

Signature

Pushpalatha S. Kavalay
ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಮಂತ್ರಿ ಮತ್ತು ಸಚಿವರುಗಳ ಕಛೇರಿ
ಬೆಂಗಳೂರು

Signed by

Achar no 786677716606

for and on behalf of

in the presence of

1. *Signature* (Eswar S. Hallyali)

Post: Ptaji
Tq: Shirahatti
Gadag

2. *Signature* (Braveen S. Patil) AT: Hosur. TG: Shirahatti

DH Gadag 582112

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ಮಂತ್ರಿ ಮತ್ತು ಸಚಿವರುಗಳ ಕಛೇರಿ
ಬೆಂಗಳೂರು

ಪರತ್ತುಗಳು

1. ಮರಳು ಗಣಿಗಾರಿಕೆಯಿಂದ ಪಾವತಿಸಬೇಕಾಗಿ ಬರುವ ರಾಜಧನ ಮೊತ್ತದ ಮೇಲೆ ಸರಾಸರಿ ಹೆಚ್ಚುವರಿ ನಿಯತಕಾಲಿಕ ಮೊತ್ತ (Average Additional Periodic Payment), ಜಿಲ್ಲಾ ಖನಿಜ ಪ್ರತಿಷ್ಠಾನ ನಿಧಿ (District mineral Foundation), ಹಾಗೂ ಸರ್ಕಾರದ ಆದೇಶದಂತೆ ಪಾವತಿಸಬೇಕಾಗಿ ಬರುವ ಯಾವುದೇ ಶುಲ್ಕಗಳನ್ನು ಈ ಕಛೇರಿಯ ಸೂಚನಾನುಸಾರ ಪಾವತಿಸಲು ಬದ್ಧರಾಗಿರತಕ್ಕದ್ದು.
2. ನದಿ ಪಾತ್ರದ ಮರಳು ಗಣಿಗಾರಿಕೆಯಲ್ಲಿ ಯಾಂತ್ರಿಕ ದೋಣಿಗಳನ್ನು ಹಾಗೂ ಡ್ರೆಡ್ಜಿಂಗ್ ಯಂತ್ರಗಳ ಬಳಕೆಯನ್ನು ನಿಷೇಧಿಸಿದೆ.
3. ಗುರುತಿಸಿ ನೀಡಲಾಗುವ ಗಡಿ ಬಾಂದುಗಳನ್ನು ಸರಿಯಾಗಿ ಕಾಯ್ದುಕೊಂಡು ತಮ್ಮ ಸ್ವಂತ ಖರ್ಚಿನಲ್ಲಿ ಸೂಕ್ತವಾಗಿ ನಿರ್ವಹಣೆ ಮಾಡತಕ್ಕದ್ದು.
4. ಮರಳು ಗಣಿಗಾರಿಕೆಯನ್ನು ಮುಂಜಾನೆ 6.00 ಗಂಟೆಯಿಂದ ಸಾಯಂಕಾಲ 6.00 ಗಂಟೆಯವರೆಗೆ ಮಾತ್ರ ನಿರ್ವಹಿಸತಕ್ಕದ್ದು.
5. ಭಾರತ ಸರ್ಕಾರದ ಪರಿಸರ ಮಂತ್ರಾಲಯದಿಂದ ಕಾಲಕಾಲಕ್ಕೆ ಹೊರಡಿಸಬಹುದಾದ ಮಾರ್ಗಸೂಚಿಗಳು ಮತ್ತು ಅಧಿಸೂಚನೆಗೆ ಒಳಪಟ್ಟು ನದಿ ಪಾತ್ರದ ಮರಳು ಗಣಿಗಾರಿಕೆಗೆ ಜಿ.ಸಿ.ಬಿ. ಮತ್ತು ಸ್ಟ್ರೀನಿಂಗ್‌ಅನ್ನು ಬಳಸಲು ಅವಕಾಶ ಕಲ್ಪಿಸಿದೆ. ನದಿ ಪಾತ್ರಕ್ಕೆ ಯಾವುದೇ ರೀತಿಯ ತೊಂದರೆಯಾಗದಂತೆ ಮರಳು ತುಂಬಲು ಡಂಪರ್ಸ್, ವೀಲ್ ಮೌಂಟೆಡ್ ಲೋಡರ್ಸ್ ಬಳಸಲು ಅವಕಾಶ ಕಲ್ಪಿಸಿದೆ.
6. ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರದಲ್ಲಿ ನಿಗದಿಪಡಿಸಲಾಗುವ ವಾರ್ಷಿಕ ಉತ್ಪಾದನೆ ಪ್ರಮಾಣದಲ್ಲಿ ಶೇಕಡಾ 25 ಪ್ರತಿಶತ ಸಾಮಾನ್ಯ ಮರಳನ್ನು ಆಶ್ರಯ ಯೋಜನೆ, ಸರ್ಕಾರಿ ಕಾಮಗಾರಿಗಳು ಸಮುದಾಯ ಅಭಿವೃದ್ಧಿ ಕಾಮಗಾರಿಗಳಿಗೆ ಕಡ್ಡಾಯವಾಗಿ ನೀಡತಕ್ಕದ್ದು.
7. ಜಿಲ್ಲಾ ಸಮಿತಿಯಿಂದ/ ಇಲಾಖೆಯಿಂದ ಗುತ್ತಿಗೆದಾರರಿಗೆ ವಿಧಿಸಿರುವ ಗುತ್ತಿಗೆ ಪರತ್ತು ಮತ್ತು ನಿಬಂಧನೆಗಳನ್ನು ಉಲ್ಲಂಘನೆ ಮಾಡಿದಲ್ಲಿ ಗುತ್ತಿಗೆಯನ್ನು ಯಾವುದೇ ಕಾರಣ ನೀಡದೆ ಒಂದು ತಿಂಗಳ ಮುಂಚಿತವಾಗಿ ನೋಟಿಸ್ ನೀಡಿ ಗುತ್ತಿಗೆಯನ್ನು ರದ್ದುಗೊಳಿಸುವ ಹಕ್ಕನ್ನು ಕಾಯ್ದಿರಿಸಿ, ಗುತ್ತಿಗೆ ರದ್ದುಗೊಳಿಸಿ ಗುತ್ತಿಗೆದಾರನ ಮೇಲೆ ಅಗತ್ಯ ಕ್ರಮಗಳನ್ನು ಕೈಗೊಳ್ಳಬಹುದು.
8. ಮರಳು ಗಣಿಗಾರಿಕೆಯನ್ನು ಪರಿಸರ ಮಾಲಿನ್ಯ ನಿಯಂತ್ರಣಕಾಯ್ದೆ ಮತ್ತು ಕರ್ನಾಟಕ ಉಪಖನಿಜ ರಿಯಾಯಿತಿ ನಿಯಮಾವಳಿ 1994 ರ ಮಿತಿಗಳ ಒಳಗೆ ನಡೆಸತಕ್ಕದ್ದು. ಗುತ್ತಿಗೆದಾರರು ನಮೂದಿಸುವ ದರಗಳನ್ನು ಹೊರತುಪಡಿಸಿ ಇಲಾಖೆ ನಿಯಮಗಳಂತೆ ಅನ್ವಯವಾಗುವ ಎಲ್ಲಾ ರೀತಿಯ ಸೆಸ್‌ಗಳು ಮತ್ತು ತೆರಿಗೆಗಳನ್ನು ಪಾವತಿಸಬೇಕಾಗಿರುತ್ತದೆ.
9. ಮರಳು ಗಣಿಗಾರಿಕೆ ಪ್ರದೇಶದಲ್ಲಿ ಬೇಡಿಕೆಗೆ ಅನುಗುಣವಾಗಿ ಮಾನವ ಸಂಪನ್ಮೂಲವನ್ನು ಗುತ್ತಿಗೆದಾರರೇ ಮಾಡಿಕೊಳ್ಳತಕ್ಕದ್ದು. ಇದಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಕಾರ್ಮಿಕ ಇಲಾಖೆಯ ನಿಯಮಗಳಿಗೆ ಅನುಗುಣವಾಗಿ ಗುತ್ತಿಗೆದಾರರು ಬದ್ಧರಾಗಿರತಕ್ಕದ್ದು.
10. ಟೆಂಡರ್ ಮೂಲಕ ಗುತ್ತಿಗೆ ಪಡೆದ ಗುತ್ತಿಗೆದಾರರು ಗಣಿಗಾರಿಕೆ ಮಾಡಿ ತೆಗೆದು ದಾಸ್ತಾನುಮಾಡುವ ಮರಳನ್ನು ಜಿಲ್ಲಾ ಸಮಿತಿಯು ನಿಗದಿಪಡಿಸಿರುವ ದರಕ್ಕಿಂತ ಹೆಚ್ಚಿನದರದಲ್ಲಿ ಮಾರಾಟ ಮಾಡತಕ್ಕದ್ದಲ್ಲ.

- 11. ಯಶಸ್ವಿ ಟೆಂಡರ್‌ದಾರರು ಮರಳನ ಬ್ಲಾಕ್‌ನ್ನು ಗುತ್ತಿಗೆ ಪಡೆದ ನಂತರ ಮರಳನ ಬ್ಲಾಕ್‌ನ 200 ಮೀಟರ್ ಅಂತರದಲ್ಲಿ ಮರಳನ ಸ್ಪಾಕ್‌ಯಾರ್ಡ್‌ನ್ನು ಗುರುತಿಸಿ ಅವರ ಸ್ವಂತ ಖರ್ಚಿನಲ್ಲಿ ನಿರ್ವಹಣೆ ಮಾಡಬೇಕು. ಸ್ಪಾಕ್‌ಯಾರ್ಡ್‌ನ ವಿವರಗಳನ್ನು ಜಿಲ್ಲಾ ಮಟ್ಟದ ಸಮಿತಿಗೆ ನೀಡುವುದು ಕಡ್ಡಾಯವಾಗಿರುತ್ತದೆ.
- 12. ಪ್ರತಿ ಬ್ಲಾಕ್‌ನಿಂದ/ ಸ್ಪಾಕ್‌ಯಾರ್ಡ್‌ನಿಂದ ಸಾಗಾಣಿಕೆ ಮಾಡುವ ಮರಳನ್ನು ಅಧಿಕೃತ ಪರವಾನಿಗೆಯೊಂದಿಗೆ (CMDP) ಜಿ.ಪಿ.ಎಸ್ ಅಳವಡಿಸಿರುವ ವಾಹನಗಳ ಮೂಲಕವೇ ಸಾಗಾಣಿಕೆ ಮಾಡಬೇಕಾಗಿರುತ್ತದೆ.
- 13. ಮರಳು ಗುತ್ತಿಗೆ ಹೊಂದಿದ ಬ್ಲಾಕ್‌ಗಳಿಂದ ಮರಳು ಸಾಗಾಣಿಕೆ ಮಾಡಲು, MDRO ಮತ್ತು CMDP ಗಳನ್ನು ಕಡ್ಡಾಯವಾಗಿ ಪಡೆಯತಕ್ಕದ್ದು.
- 14. ಅಂತಿಮ ಯಶಸ್ವಿ ಬಿಡ್ಡುದಾರರಿಗೆ 05 ವರ್ಷಗಳ ಅವಧಿಗೆಗಣಿಗುತ್ತಿಗೆ ನೀಡಲು ಅವಕಾಶ ಕಲ್ಪಿಸಿದೆ. ಸರ್ಕಾರಿ ಸ್ವಾಮ್ಯದ ಸಂಸ್ಥೆಗಳಿಗೆ ನೀಡಲಾದ ಗುತ್ತಿಗೆಗಳನ್ನು ಹೂರುತುಪಡಿಸಿ ಉಳಿದ ಯಾವುದೇ ಮರಳು ಗುತ್ತಿಗೆದಾರರಿಗೆ ಗುತ್ತಿಗೆ ನವೀಕರಣಕ್ಕೆ ಅವಕಾಶವಿರುವುದಿಲ್ಲ.
- 15. ಅವಧಿ ಮುಕ್ತಾಯವಾಗುವ ಮೊದಲು ಮರಳು ಗುತ್ತಿಗೆ ಪಡೆದ ಪ್ರದೇಶದಲ್ಲಿ ಎಲ್ಲಾ ಸುರಕ್ಷಿತ ಕ್ರಮಗಳನ್ನು ಕೈಗೊಂಡ ನಂತರ ಜಿಲ್ಲಾ ಮರಳು ಸಮಿತಿಯಲ್ಲಿ ಅನುಮೋದನೆ ಪಡೆದು ಮರಳು ಗುತ್ತಿಗೆದಾರರಿಗೆ ಯಾವುದೇ ಪರಿಹಾರ ನೀಡದೆ ಅಧ್ಯರ್ಪಣೆ ಮಾಡಿಕೊಳ್ಳಲು ಅವಕಾಶ ಕಲ್ಪಿಸಲಾಗಿರುತ್ತದೆ.
- 16. ಮರಳನ ಉತ್ಪಾದನ ವೆಚ್ಚ, ರಾಜಧನ, ಅನ್ವಯಿಸುವ ತೆರಿಗೆಗಳು, ಪರಿಸರ ಸಂರಕ್ಷಣ ಶುಲ್ಕನದಿ ದಡದಿಂದ ಸ್ಪಾಕ್‌ಯಾರ್ಡ್‌ಗೆ ಸಾಗಾಣಿಕೆ ಮಾಡಲುತಗಲುವ ವೆಚ್ಚ, ಜಿಲ್ಲಾಖನಿಜ ಪ್ರತಿಷ್ಠಾನ ನಿಧಿ, ದಾಸ್ತಾನು ವೆಚ್ಚ, ಲೋಡಿಂಗ್-ಅನ್‌ಲೋಡಿಂಗ್ ವೆಚ್ಚ, ಲಾಭಾಂಶ ಇತ್ಯಾದಿ ವೆಚ್ಚಗಳನ್ನು ಸೇರಿಸಿ ಜಿಲ್ಲಾ ಮರಳು ಸಮಿತಿಯು ಗರಿಷ್ಠ ಮರಳು ಮಾರಾಟದರವನ್ನು ನಿಗದಿ ಕಡಿಸುವುದು ಅದೇ ದರದಲ್ಲಿ ಸಾರ್ವಜನಿಕರಿಗೆ ಮರಳನ್ನು ಮಾರಾಟ ಮಾಡತಕ್ಕದ್ದು.
- 17. ಮರಳು ಗುತ್ತಿಗೆಗಳಲ್ಲಿ ಉತ್ಪಾದಿಸುವ ಮರಳಿನ ಒಟ್ಟು ಪ್ರಮಾಣದ ಶೇ.25 ರ ಭಾಗವನ್ನು ಸರ್ಕಾರಿ ಕಾಮಗಾರಿಗಳಿಗೆ ಅಥವಾ ಕಡಿಮೆ ವರಮಾನದ ವಸತಿ ಯೋಜನೆಗಳಾದ ಆಶ್ರಯ ಇತ್ಯಾದಿ ಯೋಜನೆಗಳಿಗೆ ಮೀಸಲಿರಿಸಿ ಲೋಕೋಪಯೋಗಿ ಇಲಾಖೆಯ ಖಜಾನೆ ದರವನ್ನು ಮೀರದಂತೆ ಮಾರಾಟ ಮಾಡಲು ಗುತ್ತಿಗೆದಾರರಿಗೆ/ಮರಳು ಗಣಿಗಾರಿಕೆ ನಿರ್ವಹಿಸುವ ಇಲಾಖೆಗೆ ಆದೇಶಿಸಬಹುದಾಗಿರುತ್ತದೆ.
- 17. ಗಣಿಗಾರಿಕೆ ಪ್ರದೇಶದಲ್ಲಿ ಕರ್ತವ್ಯ ನಿರ್ವಹಿಸುವ ಕೆಲಸಗಾರರು/ ಸಿಬ್ಬಂದಿ/ ಲಾರಿ ಮತ್ತು ಟಿಪ್ಪರ್ ಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಅವಘಡಗಳು ಸಂಭವಿಸಿದಲ್ಲಿ ಗುತ್ತಿಗೆದಾರರೇ ನೇರ ಹೊಣೆಗಾರರಾಗಿರುತ್ತಾರೆ ಹಾಗೂ ಇಲಾಖೆಯೂ ಯಾವುದೇರೂಪದಲ್ಲಿ ಪರಿಹಾರ ನೀಡುವುದಿಲ್ಲ.
- 18. ಸಾಮಾನ್ಯ ಮರಳು ಗಣಿಗಾರಿಕೆ ಪ್ರದೇಶ, ಸ್ಪಾಕ್ ಯಾರ್ಡ್, ಅಪ್ರೋಚ್ ರಸ್ತೆಗಳಲ್ಲಿ ಸಿ.ಪಿ.ಟಿ.ವಿ. ಕ್ಯಾಮೆರಾಗಳನ್ನು ಅಳವಡಿಸಿಕೊಂಡು ಸೂಕ್ತವಾಗಿ ನಿರ್ವಹಿಸುವುದು. ಇಲಾಖೆ ಅಧಿಕಾರಿಗಳ ಪರಿಶೀಲನೆ ಸಂದರ್ಭ ರೆಕಾರ್ಡಿಂಗ್‌ಗಳನ್ನು ಹಾಜರುಪಡಿಸುವುದು.
- 19. ಗ್ರಾಮ ಮತ್ತು ಪಟ್ಟಣ ಪ್ರದೇಶಕ್ಕೆ ಕುಡಿಯುವ ನೀರು ಸರಬರಾಜು ಮಾಡುವ ಬಾವಿಯು 500 ಮೀಟರ್ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಮರಳು ಗಣಿಗಾರಿಕೆ ನಿಷೇಧಿಸಿದೆ.
- 20. ಮರಳು ಬ್ಲಾಕ್‌ನಿಂದ/ ಸ್ಪಾಕ್‌ಯಾರ್ಡ್‌ನಿಂದ ಖನಿಜ ಸಾಗಾಣಿಕೆ ಮಾಡಲು ಕಡ್ಡಾಯವಾಗಿ ಖನಿಜ ಸಾಗಾಣಿಕೆ ಪರವಾನಿಗೆ ಪಡೆದು ಮರಳು ಸಾಗಾಣಿಕೆ ಮಾಡತಕ್ಕದ್ದು.

21. ಮರಳು ಸಾಗಾಣಿಕೆ ವಾಹನಗಳಿಗೆ ಕಡ್ಡಾಯವಾಗಿ ಜಿ.ಪಿ.ಎಸ್/ಆರ್.ಎಫ್.ಐ.ಡಿ. ಉಪಕರಣಗಳನ್ನು ಅಳವಡಿಸಿಕೊಂಡು ಜಿ.ಪಿ.ಎಸ್. ಟ್ರಾಕಿಂಗ್ ವ್ಯವಸ್ಥೆಯೊಂದಿಗೆ ಸಂಯೋಜನೆಗೊಳಿಸಿ, ಚಾಲ್ತಿಯಲ್ಲಿರಿಸಿಕೊಳ್ಳುವುದು ಹಾಗೂ ಅಗತ್ಯ ನಿರ್ವಹಣೆ ಮಾಡುವುದು.

22. ಅನುಮೋದಿತ ಕ್ವಾರಿ ಪ್ಲಾನ್ ಮತ್ತು ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರ ಪಡೆಯದೇ ಮರಳು ಗಣಿಗಾರಿಕೆ ನಡೆಸುವಂತಿಲ್ಲ. ಚಾಲ್ತಿಯಲ್ಲಿರುವ ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರದ ಅವಧಿ (2 ವರ್ಷ) ಮುಕ್ತಾಯಗೊಂಡ ನಂತರ ಜಿಲ್ಲಾ ಪರಿಸರ ಅಭಾತ ಅಂದಾಜೀಕರಣ ಪ್ರಾಧಿಕಾರದಿಂದ ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರವನ್ನು ನವೀಕರಿಸಿಕೊಂಡು ಮರಳು ತೆಗೆಯುವುದನ್ನು ಪ್ರಾರಂಭಿಸುವುದು. ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರದ ಎಲ್ಲಾ ಶರತ್ತುಗಳನ್ನು ಪಾಲಿಸಿಕೊಂಡು ಕ್ವಾರಿ ಯೋಜನೆ ಅನ್ವಯ ಗುತ್ತಿಗೆ ಪ್ರದೇಶದಲ್ಲಿ ಮರಳು ಗಣಿಗಾರಿಕೆ ನಡೆಸುವುದು.

23. ಕ್ವಾರಿ ಪ್ಲಾನ್ ತಯಾರಿ, ಅನುಮೋದನೆ, ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರ ಇತ್ಯಾದಿ ಶಾಸನ ಬದ್ಧ ದಾಖಲೆ/ ತೀರುವಳಗಳನ್ನು ಗುತ್ತಿಗೆದಾರರು ತಮ್ಮ ಸ್ವಂತ ಖರ್ಚಿನಲ್ಲಿ, ತಮ್ಮ ಜವಾಬ್ದಾರಿಯಲ್ಲಿ ಕಡ್ಡಾಯವಾಗಿ ನಿರ್ವಹಿಸುವುದು ಹಾಗೂ ಅದರ ನಿಬಂಧನೆಗಳನ್ನು ಪಾಲಿಸುವುದು. ಮರಳು ಗಣಿಗಾರಿಕೆಯ ಅವಧಿಯನ್ನು ಬೆಳಗ್ಗೆ 6.00 ಗಂಟೆಯಿಂದ ಸಂಜೆ 6.00 ಗಂಟೆಯವರೆಗೆ ಸೀಮಿತಗೊಳಿಸಿದೆ.

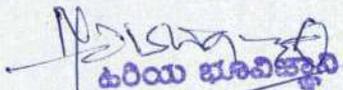
24. ಕರ್ನಾಟಕ ಉಪ ಖನಿಜ ರಿಯಾಯಿತಿ ನಿಯಮಾವಳಿಗಳು 1994 ರ ಅಧ್ಯಾಯ 4 ಬಿ ನಿಯಮ 24 ರನ್ವಯ ಮರಳು ಗಣಿಗಾರಿಕೆಯಲ್ಲಿ ಉತ್ಪತ್ತಿಯಾಗುವ ಉಪ ಉತ್ಪನ್ನ ಮತ್ತು ಇತರೆ ಉಪ ಖನಿಜಗಳನ್ನು ಮರಳು ಗುತ್ತಿಗೆದಾರರು ಪರಿಸರ ಅನುಮತಿ ಪತ್ರದ ಷರತ್ತುಗಳು ಮತ್ತು ನಿಯಮ 8 ಎನ್ ರಂತೆ ನದಿ ಪಾತ್ರದ ಪುನಶ್ಚೇತನಕ್ಕಾಗಿ ಮಾತ್ರ ಬಳಸುವುದು.

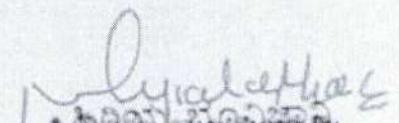
25. ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರದಲ್ಲಿ ನಿಗದಿಪಡಿಸಲಾಗಿರುವ ಉತ್ಪಾದನೆ ಪ್ರಮಾಣದಲ್ಲಿ ಕನಿಷ್ಠ 50 ಪ್ರತಿಶತ ಉತ್ಪಾದನೆಯನ್ನು ಕಡ್ಡಾಯವಾಗಿ ಕೈಗೊಳ್ಳುವುದು. ತಪ್ಪಿದಲ್ಲಿ ನಿಗದಿತ ಕನಿಷ್ಠ ಉತ್ಪಾದನಾ ಪ್ರಮಾಣಕ್ಕೆ ಅನುಗುಣವಾಗಿ ರಾಜಧನ ಹಾಗೂ ಇನ್ನಿತರೆ ಅನ್ವಯಿಕ ಶುಲ್ಕಗಳನ್ನು ಕಡ್ಡಾಯವಾಗಿ ಪಾವತಿಸುವುದು.

26. ಜಿಲ್ಲಾ ಮರಳು ಉಸ್ತುವಾರಿ ಸಮಿತಿಯಿಂದ ನಿಗದಿಪಡಿಸಲಾಗುವ ಗರಿಷ್ಠ ಮಾರಾಟ ಬೆಲೆಗೆ ಸಾಮಾನ್ಯ ಮರಳನ್ನು ಮಾರಾಟ ಮಾಡತಕ್ಕದ್ದು. ನಿಗದಿಪಡಿಸಲಾಗುವ ಗರಿಷ್ಠ ಮಾರಾಟ ಬೆಲೆಯನ್ನು ಗುತ್ತಿಗೆ ಪ್ರದೇಶದಲ್ಲಿ ಫಲಿ ಅಳವಡಿಸಿ ಪ್ರದರ್ಶಿಸುವುದು.

ಈ ಮೇಲ್ಕಂಡ ಯಾವುದೇ ನಿಬಂಧನೆಗಳ ಉಲ್ಲಂಘನೆಯಾಗಿರುವುದು ಕಂಡುಬಂದಲ್ಲಿ ಅಗತ್ಯ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸಲಾಗುವುದು ಅಥವಾ ಜಿಲ್ಲಾ ಮರಳು ಉಸ್ತುವಾರಿ ಸಮಿತಿ ನಿರ್ಣಯಕ್ಕೆ ಒಳಪಡಿಸಿ ಗುತ್ತಿ ರದ್ದುಪಡಿಸಲಾಗುವುದು.

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ಹಿರಿಯ ಭೂವಿಜ್ಞಾನಿ
ಗಣಿ ಮತ್ತು ಭೂ ವಿಜ್ಞಾನ ಇಲಾಖೆ
ಬೆಂಗಳೂರು ವಿಜ್ಞಾನ, ರಾಯಚೂರು


ಹಿರಿಯ ಭೂವಿಜ್ಞಾನಿ
ಗಣಿ ಮತ್ತು ಭೂವಿಜ್ಞಾನ ಇಲಾಖೆ
ಬೆಂಗಳೂರು ವಿಜ್ಞಾನ, ರಾಯಚೂರು
ಬೆಂಗಳೂರು

TRANSLATED COPYSPECIAL CONDITIONS

1. The lessees are liable to pay the Average Additional Payment on the royalty required to be paid for sand quarrying, District Mineral Foundation Fund and any other fees payable as per the instructions of this office in accordance with the Government Order.
2. Use of mechanized boats and dredging machines in sand quarrying are prohibited.
3. The boundary points identified and demarcated to be maintained properly by the lessee at his own cost and protect suitably.
4. The sand quarrying shall conducted from 6.00 am to 6.00 pm only.
5. Provision has been made to usage of J.C.B. and Screening in sand quarrying in river bank subject to the guidelines issued by the Ministry of Environment Forest and Climate Change from time to time. Provision has been made to use of dumpers, wheel mounted loaders for loading of sand without causing any damage to the river bed.
6. Out of total production 25 Percent of the sand is given in the Environment Clearance shall be provided to given to the Ashraya Yojane Project, Government Works and other community development works.
7. If the lessee violates the conditions and regulations prescribed in lease deed or conditions issued by the District Sand Committee the department reserves the right to cancel the quarrying lease by giving one month's notice without assigning any reason, the lease can be cancelled and necessary action can be taken against the lessee.

8. The sand quarrying should be conducted as per Environment Pollution Regulation Act and Karnataka Minor Mineral Concession Rules, 1994. Lessee shall pay cess, taxes and all other applicable fees as per the rules.
9. In accordance with the demand, the lessee himself to arrange for human resources for manual sand mining in river bed. With respect to this, the lessee is liable to adhere to the rules of the Labour Department.
10. The Lessee cannot sell the sand above the price prescribed by the District Sand Committee.
11. The successful bidder after obtaining lease, identify stockyard within a distance of 200 meters from the Sand block at his own cost and compulsorily furnish the details of the stockyard to the District Sand Committee.
12. The sand transported from each sand block/stock yard to be transported with the mineral dispatch permits through G.P.S. fitted vehicles
13. For transporting the sand removed from the sand quarry, the MDRO and MDP should be obtained compulsorily.
14. Provision has been made to grant the sand quarrying lease for a period of 05 years to the final successful bidder. There is no provision to renew any sand quarrying lease except to the sand quarrying leases granted to the Government owned organizations.
15. After taking all precautionary measures in the sand lease area prior to the expiry of the lease, provision has been made to surrender the lease after obtaining permission from the District Sand Committee without giving any compensation to the lessee.

16. The District Sand Committee will fix the maximum price for selling of sand after taking into account the expenses for extraction of sand, payment of royalty, applicable taxes, environment protection fee, expense for transportation of the sand from the river bed to the stockyard, payment of District Mineral Foundation Fund, expenses for stacking, loading and unloading charges etc.
17. The District Sand Committee shall right to direct the lease holder to sale the 25% of sand produced in sand quarries to the government works or low income housing schemes and other similar works without exceeding the schedule rates of the Public Works Department.
18. If any mishap occurs to the employees/staff/ lorry and tippers in the quarrying area, the lessee is directly responsible for the same and the Department will not give compensation in any manner.
19. To properly maintain sand quarrying area, stock yard, approach road by adapting C.C.T.V. To produce the recordings at the time of inspection by the officers of the department.
20. Sand mining is prohibited within 500 mtr of drinking water supply to village and town area.
21. The lessee shall obtained mineral dispatch permit while the transportation of sand from sand block or stockyard.
22. G.P.S./ R.F.I.D. instruments shall compulsory fitted with sand transporting vehicles and integrated with GPS tracking system.
23. Sand quarrying cannot be conducted without obtaining approved quarrying plan and environment clearance. After completion of the period (2 years), the Environment Clearance Certificate to be got renewed from the District Environment Impact Assessment Authority

and then commence extraction of sand. The sand quarrying activities should be conducted in the leased area by following all the conditions prescribed in the Environment Clearance Certificate and in the Quarry Plan.

24. Preparation of Quarrying Plan, approval, Environment Clearance Certificate and other statutory documents to be obtained by the lessee at his own cost and follow their conditions during sand mining. The duration of quarrying of sand is limited from 6.00 am to 6.00 pm.

25. The other sub production and other minor mineral generated during the sand quarrying to be used by the lessee for rehabilitation of river bed as per Chapter-IIA and Rule 24 of Karnataka Minor Mineral Concession Rules, 1994 and as per the conditions of the Environment Clearance Certificate and Rule 8-N.

26. The lessee shall produce a minimum 50% of the quantity prescribed in the Environment Clearance Certificate, failing which the he shall pay royalty and other applicable fees for minimum prescribed production.

27. The lessee should sold the sand at the maximum rate fixed by the District Sand Monitoring Committee and display the maximum rate of the sand prescribed in a name board in the leased area.

If it is found that any of the above conditions is violated, necessary action will be taken or the sand quarrying lease will be cancelled subjecting to the decision of the District Sand Monitoring Committee.

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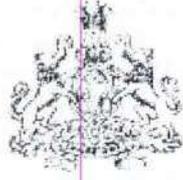
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ಕರಿಯ ಭೂವಿಜ್ಞಾನಿ
ಸಹ ಮತ್ತು ಭೂ ವಿಜ್ಞಾನ ಇಲಾಖೆ
ಜಿಲ್ಲಾ ವಿಭಾಗ, ರಾಯಚೂರು

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GOVERNMENT OF KARNATAKA
DEPARTMENT OF MINES & GEOLOGY
QUARRYING LEASE/LICENCE DEED
(FORM-E)

Quarrying Lease/licence No. RAI-OS-21/2017-18
Name of Lessee/licensee Shri. P.L. Kambale
Date of Grant 14-06-2017 WEF
Period w.e.f. 14/06/2017 To 13/06/2022 (5 years)
Mineral Ordinary land

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GOVERNMENT OF KARNATAKA

FORM-E



QUARRYING LEASE/QUARRYING LICENCE

(Specified Minor Mineral/Non-Specified Minor Mineral)

The INDENTURE made this 14th day of June 2007

BETWEEN THE GOVERNOR OF KARNATAKA. (Hereinafter referred as the "State Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the one part and when the lessee/licensee is an individual.

(1)-(1) When the lessee/licensee in an individual :

1. (Name of the Person) Shri. P.L. Kambale of (Address and occupation) N.H.-13, Palkal Road Hungund Dist. H. Bagalkote (hereinafter referred to as "the lessee/licensee" which expression shall, where the context so admits, be deemed to include his heirs, executors, administrators, representative and permitted assigns)

(2)-(2) When the lessees/licensees are more than one individual

1. (Name of the person).....of (Address and occupation)and (Name of Person)of (Address and occupation).....of address and occupationand (2) (Name of Person)(hereinafter referred to as "the lessee/ licensee" which expression shall, where the context so admits, be deemed to include their respective heirs, excutors, administrators, representative and other permitted assigns).

(3)-(3) When the lessees/licensee is a registered firm or Syndicate

2. (and (3) (Name of person)and (Name of Person)of (address).....and (Name of Person)of (address).....all carrying on business in partnership at (address of the firm or syndicate)registered under (Act which registered)(hereinafter referred to as "the lessee/ licensee" which expression shall, when the context so admits, be deemed to include all the partners of the said firm their representative, heirs, executors, administrators and permitted assigns).

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(4)-(4) The lessee/licensee is a registered company:

(3) and (4) (Name of Company)..... a company registered under (Act under which incorporated)..... and having its registered office at (address) (hereinafter referred to as "The lessee / licensee" which expression shall, where the context so admits, be deemed to include its successors and permitted assigns), (4) of the other part.

WHEREAS The lessee / licensee has / have applied to the Competent Authority concerned in accordance with the Karnataka Minor Mineral Concession Rules 1994, (hereinafter referred to as the said Rules) for a quarrying lease / quarrying licence for Ordinary Sand..... in respect of the lands described in part 1 of the Schedule hereunder written and has / have deposited with the State Government the sum of Rs. 2,75,000/-..... as security. AND WHEREAS the Competent Authority, Dept. of mines and Geology has communicated his approval to the grant of this lease / licence.

NOW THIS LEASE 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 "lessees / licensees" to be paid observed and performed the State Government hereby grants and demises up to "the lessee/licensee" comes all those the quarries, ~~mines~~/strata/veins/streams and beds of Ordinary Sand..... (here state the 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 herewith 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 II of the said Schedule EXCEPT and reserving out are the demise upto the State Government the liberties, powers and privileges mentioned in PART IV of the said Schedule TO HOLD the premises hereby granted and demised upto "the lessees/ licensees from the 14.9.07..... day of June..... 2007..... for the term of 5..... years hence next ensure YIELDING AND PAYING of upto the State Government the several rents and royalties mentioned in the part V of the said Schedule at the respective times herein specified subject to the provision contained in PART VI of the Schedule and the lessee / Lessees / Licensee/ Licensees hereby / covenant / covenants with the State Government as in PART VII of the said schedule expressed and the State Government hereby covenants with the lessee/ lessees in Part VIII of the Schedule is expressed AND it is hereby mutually agreed between the parties hereto as in PART IX of the said Schedule is expressed.

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

The Schedule above referred to

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M. S. Srinivasan
Secretary
Department of Mines and Geology
Government of Karnataka

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PART I

THE AREA OF THIS LEASE / LICENCE

LOCATION AND AREA OF THE LEASE / LICENCE



All the tract of lands situated Taludahedagi (Block-02) (Village/town) description of
 area or areas) Deodurga in (Mahal/ taluk)
 in Raichur the Registration District Sub-
 district and District (bearing S.Nos./
 F.S. NOS/Forest Coup Nos) 190, 191 Containing an area of
12.20 thereabouts delineated in plan hereto annexed and
 there on coloured Red and bounded as follows:

- on the North by
- on the South by
- on the East by
- and On the West of

As per the sketch enclosed

hereinafter referred to "the said lands"

PART II

LIBERTIES, POWERS AND PRIVILEGES TO BE EXERCISED AND ENJOYED

BY

THE LESSEES/LICENSEES 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 hereby demised to enter upon said lands and to search for mine, quarry, 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 and other works.

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(4)



3. To bring and use machinery, equipment etc.,

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

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

Liberty and power for or in connections with any of the purposes mentioned in this part to make any tramways, railways roads and other ways in or over the said lands and to use, maintain and go and repass with or without horses, cattle, wagons, locomotives or other vehicles over the same (or any existing tramways, railways, road and other ways in a (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 connections 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 but not to sell any such material, bricks or tiles on payments or royalties prescribed in the said rules.

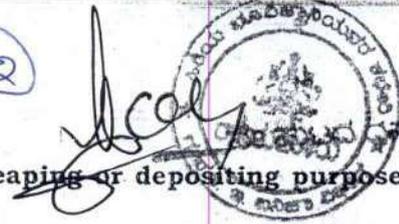
(Bracketed portion to be deleted in cases the lease/licence in for specified minor mineral).

6. To use water from streams etc.,

Liberty and power for in connection with any of the purposes mentioned in this part but subject to the rights of any existing or future lessee/ licensee and with the written permission (any officer authorised by the State Government in that behalf) to appropriate use of water from any streams, water-courses, springs or other sources in or upon the said lands and divert, step up or dam any such streams or water-course and collect or impound any such water and to make, construct and maintain any water course, culverts, drains or reservoirs but not as to deprive any cultivated lands, villages, building, or watering places for livestock of a reasonable supply or water as before accustomed nor in any way to foul or pollute any stream or springs. Provided that the lessee/licensee shall not interfere with the navigation in any navigable streams, nor shall divert such streams, without the previous written permission of the State Government.

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7. To use for stacking heaping or depositing purposes

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

8. Beneficiation and carrying away

Liberty and power to enter upon and use a sufficient part of the said land to beneficiate, process, dress convert the said Minerals, produced from the said lands and to carry away such beneficiated/processed, dressed, converted mineral/minerals.

9. To clear brush-wood and to fell utilise trees etc.

Liberty and power for or in connection with any of the purpose mentioned in this part to fell and use any timber or trees or brush wood now standing which hereafter may be standing upon the reserved forest land, included within said lands, provided that not more than12.20..... square metres or such reserved forest land shall be cleared in any one year nor the same place of tender than once in every year and provided that, the previous permission in writing from the Forest Department and forest Department is obtained which permission shall be granted by the Forest Department under time to time for an area, not exceeding12.20..... acres at a time on written application of the lessees/licensees to the effect that the lessees/licensees requires/ require the additional area for bona fide also immediate extention of quarrying operation under this lease/ licence and provided also that the exercice of the liberty and power expressed in this clause shall be subject to the observance of the terms and conditions contained in the other part of this schedule.

PART III

RESTRICTIONS AND CONDITIONS AS TO THE EXERCISE OF THE LIBERTIES

POWER AND PRIVILEGES IN PART II

1. No building etc., upon certain places.

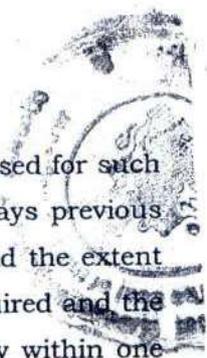
No building or thing shall be erected, set up, placed and no surface operations shall be carried on in or upon any public pleasure ground, burning or burial ground or place held sacred by any class of persons or any house or village site, public road or other place with the State government may determine as public ground nor in such manner as to injure or prejudicially affect any building 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 Government for works or purposes not included in this lease/licence. They shall also not interfere with any right of away, well or tank.

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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/licensee shall give to the Competent Authority, sixty days previous notice in writing specifying the name or other designation 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 used if objection is issued by the competent authority within one month after the receipt by him of such notice unless the objections so stated shall on references to the State Government be annulled or waived.

3. To cut trees in the unreserved lands.

(a) The lessee/licensee shall not cut or injure any tree in the leased/licenced areas without the previous sanction in writing of the Competent Authority.

(b) Notwithstanding anything contained in sub-clause (a) the lessee/ licensee shall not cut or injure any tree in leased/ licensed area falling within reserved/protected forest without the previous permission in writing from the Forest Department or the Office authorised by the Forest Department in this behalf.

4. Permission for surface operations in a land not already in use:

Save as provided in clause 9 part II of this schedule, the lessees/licensees shall not without the previous sanction from the Forest Department cutdown or injure any timber or trees on the said but, may, without such sanction clear away any brush-wood or undergrowth which interferes with any operations authorised by these presents and notwithstanding anything contained in this shedule shall not enter upon any reserved forest included in the said lands without seven days previous notice in writing to the Forest Department or the officer authorised by the Forest Department.

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

The lessee/licensee shall not work or carry on allow to be worked or carried on any quarrying operations at or to any point within a distance of 50 meters if no blasting is involved from the boundary of any railway line except with the previous written permission of the Railway administrative concerned or from the boundaries or reservoir canal, hightention electric line or other public works. or buildings or inhabited site except with the previous permission of Government or any other officer authorised by the 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 Reservior or canal horizontally from the outer to of the bank of the outer edge of the cutting as the case may be and of building horizontally from the plinth thereof.

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6. Facilities for adjoining Government licences and leases

The lessee/licensee shall allow existing and future holders of Government licences or leases over any land which is comprised in or adjoins or is reached by the land held by the lessee/ licensee reasonable facilities of access thereto. Provided that no substantial hindrance or interference shall be caused by such holder of licences or leases to the operations of the lessee/licensee under these presents and the lessee/licensee shall be entitled to compensation as may be mutually agreed upon between the lessee/licensee and such holders and in events of disagreement such fair compensation may be determined by the Competent Authority or any other officer authorised by the State Government in respect of all loss or damage sustained by the lessee/ licensee by reason of or the exercise of this liberty.

7. if the said lands or part thereof are forest lands the lessees/ licensees shall take all steps to ease the slopes and restore top soil in lands worked out, exploited or mined and it shall be open to the Government to afforest such lands even during existence of the lease.

PART IV

LIBERTIES, POWERS AND PRIVILEGES RESERVED TO THE STATE GOVERNMENT

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 said minerals and any other substances and for 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/licensee under these presents and that the lessee/licensee shall be entitled to such fair compensation as may be mutually agree upon or in the event or disagreement as may be determined by the Competent Authority appointed by the State Government in respect of all loss or damage sustained by the lessee/licensee 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 Central Government of construct any road, railways or canal reservoir or to carry electric or telephone lines in or over the lands under the lease/licence is reserved.

Provided that before such liberty or power is exercised a notice of not less than thirty

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days shall be given to the lessee/licensee and the area utilised by the Government for any of the aforesaid purpose shall be excluded from the area under the lease/ licence and will not be entitled to claim any compensation for such exclusion.

3. Liberty and power to the State Government to determine, at any time by giving to the lessee/licensee a notice in writing the lease /licence if the area for which the lease/licence has been granted or any part thereof is required by the State Government for any public purpose and a declaration under the signature of the Director that the area, or as the case may be, the part of the area is so required shall, as between the lessee/licensee and the Government, be conclusive.

On the determination of the lease/licence under this power the area under the lease/licence shall be resumed by the Government and the lessee/licensee shall be paid such compensation as may be determined by an officer appointed by the Government for the purpose and in assessing the amount of compensation, the officer so appointed shall be guided by the principles laid down in the Acquisition Act, 1894, for such assessment.

PART V

RENT AND ROYALTIES RESERVED BY THE LEASE

1. Rate and mode of payment of dead Rent

As from the day of 14th June..... 2007 during the subsistence of lease/licence, the lessee/licensee shall pay the dead rent in advance at Rs per Acre per annum as per Schedule I in accordance with Rules.

2. Rate of mode of payment of royalty

The lessee/licensee shall pay royalty in advance to Government in respect of minor minerals removed or consumed by him or his agent, manager employee, contractor or buyer at the rates prescribed Schedule 2 in accordance with the Rules.

3. Mineral Despatch Permits.

The lessee/ licensee or his agents, managers, employees, contractors or buyers/ consumers shall not move the mineral quarried without obtaining valid Mineral despatch Permit (in short PERMIT) issued by the Competent. Authority may order for determination of the lease/licence with the prior approval of the Controlling Authority.

4. Penalty

Subject to the provision of clause (3) of this part, any lessee/licensee or his agents, managers, employees, contractors consumers or buyers contravening the above clause and transport mineral without valid PERMIT, such persons will be liable for penalty at 5 times of royalty, if any lessee/licensee or his agent etc., or buyers continue to indulge in such

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offence the Competent Authority May order for determination of the lease/licence with the prior approval of the controlling Authority.



PART VI

PROVISIONS RELATING TO THE RENTS AND ROYALTIES

1. Rent and Royalties to be free deduction etc.,

The rents and royalties in PART V of this Schedule shall be paid from any deductions the State Government at District- Sub Treasury at ...Raichur..... and in such manner as the Competent Authority may prescribe.

2. Mode of Computation of Royalty

For the purpose of computing the said royalties the lessee/licensee shall Keep a correct account of the mineral/ minerals actually produced from the quarries/ mines, Lands and despatched from the quarry and maintained stock, in the from prescribed by Government/ competent Authority. The lessee/ licensee shall also Keep a correct account of the number of persons employed therein and shall also maintained a complete set of plans and cross sections of the quarry and furnish to the Competent Authority concerned such imformation, reports and returns as required from time to time under these Rules together with representative samples of minerals and processed materials from the same obtained during the operations. The accounts as well as quantity (in volume or in weight as the case may be) of the mineral/minerals in stock or in the process of despatch from the quarry may be checked by any officer authorised by the State Government and or by the Competent Authority.

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

Should the royalty and/or rent reserved and made payable by the lessee/licensee is not paid within thirty days after the date fixed in lease/licence for the payment of the same. State Government may enter upon the premises and restrain all or any of the mineral or beneficiated/processed or movable property there and may order the sale of the property to restrained or so much of it as will suffice of the satisfaction of the rent and royalties due, and all cost and expenses occasioned by the non-payment thereof.

3A. if the lessee or licence makes any default in the payment of royalty or dead rent payable under rule 26, the competent authority shall give notice to such lessee or licences, requiring him to pay the royalty or dead rent within sixty days from the date of receipt to the notice. failing which the competent authority may, without prejudice to any other action that may be taken against lessee or licence the lease or licensee or forfeit the whole or part of the Security Deposit.

4. Any rent, royalty tax fees, penalty or other sums due to Government under said Rules

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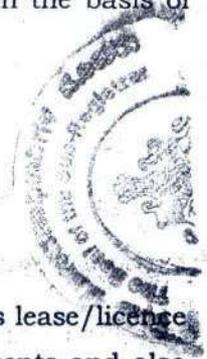
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of under this lease/licence shall be recovered as arrears of land revenue on the basis of certificate issued by the Competent Authority.

PART VII

THE COVENANTS OF THE LESSEES/LICENSEES



1. Lessees to pay rents, royalties.

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

2. To maintain and Keep boundary marks in good order.

The lessee/licensee shall at his own expense 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/licence. Such marks order and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identifications.

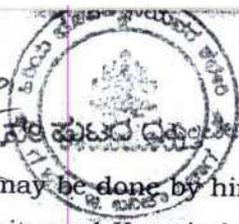
3. To commence operations within a year and work in a workman like manner

Unless the Competent Authority for good cause permits otherwise the lessee/licessee shall commence operation within a year from the date of execution of the lease/licence and shall thereafter at all times during the continuance of this lease licence search for, win, work and develop the said minerals without voluntary intermission in proper skilful and workman like manner without doing or permitting to be done any unnecessary or avoidable damage the surface of the said lands or the crops, buildings or other property thereon. The lessee/ licensee shall prevent waste by removal of over burden careful storage of waste, drainage and removal of valuable minerals. For the purpose of this clause quarrying operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the quarry, The lessee/licensee shall not dump the overburden or waste rock or mineral on the workable deposit. if lessee/ licensee does not find suitable place to dump the waste mineral generated from the quarry within the leased/licenced area he may dump in nearly Government land obataining prior approval from Competent Authority writing.

4. To indemnify Government against all claims.

The lessee/licensee shall make and pay such reasonable compensation as may be assessed by lawful authority in accordance with the law in force on the Subject for all

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

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

The lessee/licensee shall during the substance of this lease/licence well and sufficiently secure and Keep open with timber or other durable means all pits shafts and make and maintain sufficient fences to the satisfaction of the State Government round every such pit, shaft or working in the said lands, except such as may be abandoned accessible free from water and foul air as far as possible. The lessee/licensee shall also take adequate steps to ensure that:

- (a) Height and widths of trenches in open quarries are properly maintained to facilitate easy removal of the mineral and the muck.
- (b) The working faces are always Kept clean.
- (c) The mineral and or beneficiated, processed, dressed products there from won are staked in suitable dimensions and each such stock is numbered or marked in a manner prescribed by the Competent Authority
- (d) The proper sanitation of the area leased/licenced to him maintained.

6. To strengthen and support the quarry to necessary extent.

The lessee/licensee shall strengthen and suport to the satisfaction of the Railways administration concerned or the State Government or any other Competent Authority controlling the provisions or the any law for the time being in force relating to the working of quarries and matters affecting safety health and labour matter as the case may be any part of the quarry which in its opinion requires such strengthening of suport for the safety of any railway, reservoirs, canal, road, high tension electric line and other public works or structures.

- 7. (1) The lessees/licensee shall submit from time to time or when required progress reports to the Director of Mines and Geology, along with analysis and representative sample of the minerals collected during the quarrying operations as also the periodical returns prescribed in the said Rules or in manner prescribed by him from time to time.
- (2) The lessee/licensee shall submit to the Director of Mines and Geology. the Competent Authority and any other officer as may be specified by the Director of mines and Geology in the behalf, quarterly returns in FORM-Q and annual retruns in FORM.Y appended to the said rules, for each financial year ending 31st march, before the 30th April of the Succeeding year, and to allow inspection of working.

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8. To allow inspection of working

The lessee/licensee shall allow any officer authorised by the Central Government or the State Government or the Competent Authority or the Director of Mines and Geology under the Rules in the behalf to enter upon the premises including any building excavation or land comprised in the lease/licence for the purpose of inspecting, examining, surveying and making plans thereof. sampling and collecting any data and the lessee/licensee shall with proper person employed by the lessee/licensee and acquainted with the mine/quarry and works effectively 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 quarry which they may reasonably require. Such officer may issue such reasonable directions as he may deem fit to prevent wasteful extraction of minerals and it shall be the duty of the lessee/licensee, his/ their agent/manager to carry out directions within such period as the officer may specify if the lessee/licensee, his/their agent or management fails to carryout such directions within the specified period, the Competent Authority may detemine the lease/licence or may impose a penalty not exceeding twice the amount of the annual dead rent.

9. To report accidents.

The lessee/licensee shall report all accidents to the Director of Mines and Geology the District magistrate and the District Superintendent of Police concerned, in case of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease/licence the lessee/licensee shall send a complete report without any delay of such an accident to the said officers.

10. To report discovery of other minerals.

Whenever the lessee/licensee shall find, in the said lands. any mineral other than the said mineral/minerals the lessee/licensee shall immediately report such discovery in writing to the Competent Authority with full particulars of the nature and position of each such find.

11. The lessee/licensee shall, at all times, during the said term Keep or cause to be Kept, at an officer to be situated upon or near the sid lands, correct and intelligable books of accounts which shall contain entries, 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 said mineral/minerals beneficiated, processed or converted.
- (3) Quantities of the various quantities of the said mineral/minerals sold at the quarry head or despatched to any mineral processing units, granite cutting and polishing

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units within the country and quantity exported and the manner and purpose of such sale and disposal.

(4) Detail of royalty paid and PERMITS obtained.

(5) The prices and all other particulars of all sale of the said mineral/minerals;

(6) The number of persons employed in the mines or work or upon the said lands specifying nationality, qualifications and pay of the technical personnel.

(7) Such other facts, particulars and circumstances as the Competent Authority or the Director of Mines and Geology may from time to time require and shall also furnish of charge to such offices and at such times they may prescribe true and correct abstracts of all or any such books of accounts and shall at all reasonable times allow such officers or any officers at the State Government shall, in the behalf appoint, to enter into have free access to, for the purpose of examining and inspecting the said books of accounts and to make copies thereof and to make extracts there from.

12. To maintain plans etc.,

the lessee/licensee shall at all times during the said term maintain at the quarry officer correct, intelligible. Up-to-date and complete Contour and Geological plans and cross sections of the quarries in the said lands. They shall show all the operations, workings and all the trenches, pits and drilling made by the lessee/licensee in the course of operations carried on by him/them under the lease/licence. The lessee/licensee shall update such quarry plans and section at the end of each year or any period specified from time to time and the lessee/licensee shall furnish free of charge such plans sections and mineral specimens, to the Competent Authority whenever these required. Accurate records of trenches pits and drilling shall show:-

(a) The sub-soil and strata through which they pass.

(b) Any other minerals encountered.

(c) Any other mater of interest and all data required by the State Government the Competent Authority from time to time.

13. To abide by the Provisions of the laws in force in respect of labour welfare, safety measures, ecology and environment.

The lessee/licensee shall be bound by the provisions of law to abide by the provisions any laws for the time being in force of the laws in force in relating to ecology and environment, of the laws in force in the working of the quarries (Mines in respect of labour welfare and minerals) are matters affecting safety measures, ecology safety health and convenience of and environment. The lessee/licensee employees or the public. The lessee/licensee shall abide by the conditions laid down in the payment of wages act 1936 (Central

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Act No. IV of 1936), the Mines Act, 1952 (Central Act No. XXXV of 1952), the Indian Explosives Act, 1984 (Central Act IV of 1884) and the Water and Air (prevention and control of pollution) Act, 1974.

14. The lessee/licensee shall respect all existing rights of way, water and other basements and shall not carry on mining/quarrying or other operations under the said lease/licence in any way than as prescribed under the Rules.

15. Government indemnified from paying compensation for injury to third parties

The lessee/licensee shall make and pay responsible compensation for all damage, injury disturbance to person or property which may be caused by or on the part of lessee/licensee in exercise of the liberties and power granted by these presents and shall at all times have harmless and kept indemnified the State Government from and against all suits, claims and damages which may be brought or made by any person or persons in respect of any such damage, injury or disturbance.

16. Not to obstruct working of other minerals

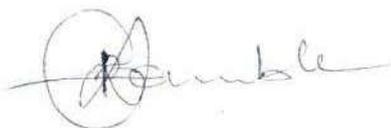
The lessee/licensee will exercise the liberties and powers hereby granted in such a matter as to offer no unnecessary or reasonable avoidable obstructions or interruption to the development and working within the said lands of any minerals not included in this lease/licence and shall at all times afford to the Central and State Government and to the holder quarrying lease, of quarrying licence and prospecting licence or mining lease in respect of any such minerals or any minerals within any land adjacent to the said lands as the case may be reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working, developing and quarrying away the same provided that the lessee/licensee shall have receive reasonable compensation for any damage or injury which he may sustain by reason or in consequence of the use of such passage by such lessee/licensee or holders of prospecting licences.

17. Lessee shall deposit any additional amount necessary equal to the security deposit

Whenever the security deposit as provided in the 9(1) and 2(1) of the said Rule or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Competent Authority pursuant to the power hereinafter declared in that behalf the lessee/licensee shall deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government up to the sum of equal to the said full security deposit amount.

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

The lessee/licensee shall at the expiration or sooner determination of the said term or any renewal thereof deliver upto the State Government all mines, quarries, pits, shafts,



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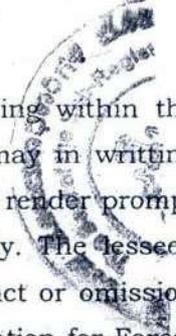
inclines, other works now existing or here after to be sunk or make on or under the said lands except such as have been abandoned with the sanction of the Competent Authority in an ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the term were upon or under the such lands and all such machinery set up the lessee/licensee below ground level which cannot be removed without causing injury to the mines, quarries or works under the said lands (except such of the same may with the sanction of the Competent Authority) and all buildings and structure of bricks or stone erected by the lessee/licensee above ground level in good repaired order and condition and fit in all respects for further working of the said mines and the said minerals.

19. Right of pre-emption.

- (a) The Government shall from time to time and all times during the said terms have right to be exercised by notice in writing to the lessee/licensee of pre-emption of the said minerals (and all products therefore lying in or upon the lands hereby demised or elsewhere under the control of the lessee/licensee shall with all possible expedition deliver all minerals or products of minerals purchased by the State Government under the power conferred by this provision be exercising the said right.
- (b) In the events of the existence of State or War or emergency (of which existence the President of India shall be the sole judge and a notification to his 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 during the said term have right to be exercised by a notice in writing to the lessee/licensee shall forth with take possession and control of the works plant, machinery premises of the lessee/licensee on or in connection with the said lands or preparations under the lessee/licensee and during such possession or control the lessee/licensee shall confirm and obey all directions given by or on behalf of the Central or State Government regarding the use of employment of such works, plants premises and minerals, PROVIDED THAT after compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee/licensee or 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 affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this cause. The Government or the Competent Authority shall have the right to dispose of the minor mineral waste generated during the course of quarrying in accordance with the provision of Schedule 2.

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20. Not to light fire in forest Areas

The lessee/licensee shall not light any fire upon the said lands if lying within the reserved forest except under such conditions as the Forest Department may in writing specify and the lessee/licensee and his/their workmen and employees shall render prompt assistance in extinguishing any fire on the said lands or in their vicinity. The lessee/licensee shall be liable for all damages resulting from fire caused by the act or omission of the lessee/licensee or his/ their employees and shall pay such compensation for Forest Department. The decision of the Forest Department as the amount of compensation payable by the lessee/licensee shall be final and binding on the lessee/licensee.

21. No right over produce other than minerals, ores mentioned in the lease/licence

- (a) The lessee/licensee shall not remove any other produce except the minor mineral mentioned in this lease. The lessee/licensee shall without delay, report to the Competent Authority and the Director of Mines and Geology, the discovery in this areas, comprised in his/their lease/licence of any minerals not specified in the lease.
- (b) If any mineral/s not specified in the lease/licence is/are discovered in the leased/licenced area he/they shall not win and dispose of such mineral/s, without obtaining lease/licence therefore If he fails, they fail to apply for such lease/licence within three months from the discovery of the said mineral/minerals, the Competent Authority may grant a lease/licence in respect of such mineral/minerals to any other person/persons in respect of such mineral/minerals to any other person/persons.
- (c) Without the prior permission of the Director of Mines and Geology the lessee/licensee shall not use the minor minerals quarried under these rules for a purposes which will classify them as major minerals.

22. The lessee/licensee shall make available to the Government of India beryl or any other "Substance prescribed" under Section of the Atomic Energy Act (Act XXIX of 1948) if they are found to occur in the said lands.

23. The State Government shall be immune from the lessee/licensee claims for damage and account or any having been included in this lease which may subsequently be discovered have not been available for the lease.

24. The lessee/licensee or his assignees shall not erect by building in contravention of the provisions of any law for the time being in force relating to the erection of buildings or in contravention of any order is issued by any officer or authority composed to issue such order any such law within whose jurisdiction the leased area is situated.

25. The lessee/licensee shall abide by such reasonable instructions and direction as may be issued by the Director of Mines and Geology from time to time regarding conservation and development of minerals.

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determination to this lease or of any renewal thereof, the amount of the security deposit paid in respect of the lease and then remaining deposit with the State Government and not required to be applied to any of the purpose mentioned in this lease shall be refunded to the lessee/licensee. No interest shall run on the security deposit.

PART IX

GENERAL PROVISION

1. Breach of conditions.

In case of breach of any of the conditions of the lease other than mentioned in clause 2 and 3 of this part then the Competent Authority may require the lessee/licensee or his/their assigns to pay penalty not exceeding an amount equivalent to twice the amount of the annual dead rent specified under clause I part V.

2. Obstruction to Inspection.

In case lessee/licensee or his/their assignees does/do not allow or obstruct entry or inspection by the Officers authorised by the State Government the Competent Authority may cancel the lease and forfeit the whole or part of the deposit made under Rule 9(1) and 21(1) of the said Rules.

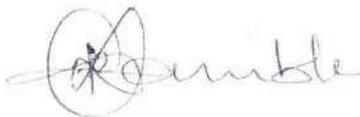
3. In case lessee/licensee or his/their assignees commit any breach of any of the conditions specifies in the clauses sub rule (1) and (2) of rule 6 of the said Rule then and in any such case the Competent Authority shall give notice in writing to the lessee/licensee or his/thier or assignees as the case may be, asking him/them to remedy the breach within thirty days from the date of the notice and if the breach is not remedied within such period the Competent authority under the said Rules determine the lease provided that nothing therein contained shall debar the State Government from enforcing any other right or remedy that the State Government may have against the lessee/licensee or his/her assignees under any other provisions herein contained.

4. To pay penalty in case of breach.

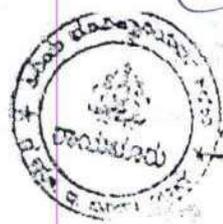
In case of the breaches of the covenants and agreements by the lessee/licensee or any other officer authorised by the Government on which aforesaid notice has been given the Competent Authority under the said Rules in lieu of Giving notices, may impose such penalty appropriate in accordance with the sub-Rule (3) of Rule 6.

5. If the lessee/licensee ceases/cease to work the quarry for a continuous period of one year the lease/licence shall liable to cancellation as per the Rules.

Provided that the lease/licence shall not be cancelled. If the lessee/licensee are prevented from working the quarry owing to some reasonable cause or if the lessee/licensee ceases/ cease to work with prior permission of the Competent Authority.

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6. Interpretation.

If there is any dispute regarding their lease/licence or any other matter or thing, construction of term or condition in the lease/licence anything connected with the quarries or minor mines specified in this lease/licence or the working or nonworking of the quarry operated under the lease/licence, the amount of payment of royalty or dead rent or its mode of payment to the Competent Authority it shall be referred to the Government whose decision shall be final and binding on the lessee/licensee.

7. Omitted.

8. Lessee/licensee to remove his properties on the expiry of lease.

The lessee/licensee having first paid and discharged the rents and royalties payable by virtue of these presents may at the expiration or sooner determination of the said terms or within three months thereafter (unless the lease/licence shall be determined under clause 1 and 2 or this PART and in that case at any time not less than three calendar months after such determination), take down remove for his own benefit all or any engines, machinery plant, building structures, tramways, railways other works erection and conveniences which may have been erected set up or placed by the lessee/licensee in or upon the said lands and which the lessee/licensee is /are bound to deliver to the State Government under clause 18 of PART VII of this Schedule and which the State Government shall not desire to purchase.

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

If at the end of three months after the expiration or sooner determination of the said term or after the date from which after determination of lease any surrender by the lessee/licensee of part under the provisions contained in Clause 3 of PART VII of this Schedule become effective there shall remain or upon the said land or the surrendered part or parts thereof the case may be any engine, machinery, plant, building, structures, tramways, railways and other work, erections and conveniences or other property which are not required by the lessee/licensee in connection with his/ their operations in these parts of the said lands which he/they has/have surrendered or in any other lands held by him/ them under quarrying lease the same shall not removed by the lessee/licensee within one calendar month after notice in writing requiring their removal has been to the lessee/licensee by the State Government be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay compensation or to the lessee/licensee in respect thereof.

10. Service of notice.

Every notice by these present required to be given to Service notice. The lessee/licensee shall be given in writing to such person resident on the purpose of receiving such notices

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and if there shall have been any such... the lessee/ licensee by the registered post addressed to the lessee/ licensee at the place recorded in this lease/ licence or at such other address in India as the lessee/ licensee from time to time in writing to the State Government designate by the receipt of notice and every such service shall be deemed to be proper and valid service upon the lessee/ licensee and shall not be questioned or challenged by him.

11. In respect of quarrying leases consisting of an area of five acres and more a quarrying plan containing the particulars specified in clause (c) shall be submitted by the lessee within six months from the date of grant of lease as per sub rule 3(a) of Rule 13 of K.M.G. Rules 1994.

In witness whereof these presents have executed in the manner here under appearing the day and year first above written.

Signed by [Signature]

for and on behalf of the Governor of Karnataka in the presence of

1.

[Signature]

Signed by

for and on behalf of

in the presence of

1. [Signature] (S.H. Monappa)

Ad. Komatog.

2. [Signature] G. S. M. Rajanna

True copy

[Signature]

This Document is referred to as Annexure R3 Affidavit of [Signature] M. Viswanath

[Signature] Notary

H. C. [Signature] Deputy Director (Min. Admn) Dept. of Mines & Geology Bangalore-560001

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This is the annexure R1A stated in the Affidavit of [Signature] M. Viswanath NOTARY

ಷರತ್ತುಗಳು

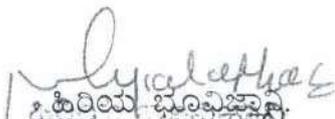
1. ಮರಳು ಗಣಿಗಾರಿಕೆಯಿಂದ ಪಾವತಿಸಬೇಕಾಗಿ ಬರುವ ರಾಜಧನ ಮೊತ್ತದ ಮೇಲೆ ಸರಾಸರಿ ಹೆಚ್ಚುವರಿ ನಿಯತಕಾಲಿಕ ಮೊತ್ತ (Average Additional Periodic Payment), ಜಿಲ್ಲಾ ಖನಿಜ ಪ್ರತಿಷ್ಠಾನ ನಿಧಿ (District mineral Foundation), ಹಾಗೂ ಸರ್ಕಾರದ ಆದೇಶದಂತೆ ಪಾವತಿಸಬೇಕಾಗಿ ಬರುವ ಯಾವುದೇ ಶುಲ್ಕಗಳನ್ನು ಈ ಕಛೇರಿಯ ಸೂಚನಾನುಸಾರ ಪಾವತಿಸಲು ಬದ್ಧರಾಗಿರತಕ್ಕದ್ದು.
2. ನದಿ ಪಾತ್ರದ ಮರಳು ಗಣಿಗಾರಿಕೆಯಲ್ಲಿ ಯಾಂತ್ರಿಕ ದೋಣಿಗಳನ್ನು ಹಾಗೂ ಡ್ರೆಡ್ಜಿಂಗ್ ಯಂತ್ರಗಳ ಬಳಕೆಯನ್ನು ನಿಷೇಧಿಸಿದೆ.
3. ಗುರುತಿಸಿ ನೀಡಲಾಗುವ ಗಡಿ ಬಾಂಡುಗಳನ್ನು ಸರಿಯಾಗಿ ಕಾಯ್ದುಕೊಂಡು ತಮ್ಮ ಸ್ವಂತ ಖರ್ಚಿನಲ್ಲಿ ಸೂಕ್ತವಾಗಿ ನಿರ್ವಹಣೆ ಮಾಡತಕ್ಕದ್ದು.
4. ಮರಳು ಗಣಿಗಾರಿಕೆಯನ್ನು ಮುಂಜಾನೆ 6.00 ಗಂಟೆಯಿಂದ ಸಾಯಂಕಾಲ 6.00 ಗಂಟೆಯವರೆಗೆ ಮಾತ್ರ ನಿರ್ವಹಿಸತಕ್ಕದ್ದು.
5. ಭಾರತ ಸರ್ಕಾರದ ಪರಿಸರ ಮಂತ್ರಾಲಯದಿಂದ ಕಾಲಕಾಲಕ್ಕೆ ಹೊರಡಿಸಬಹುದಾದ ಮಾರ್ಗಸೂಚಿಗಳು ಮತ್ತು ಅಧಿಸೂಚನೆಗೆ ಒಳಪಟ್ಟು ನದಿ ಪಾತ್ರದ ಮರಳು ಗಣಿಗಾರಿಕೆಗೆ ಜೆ.ಸಿ.ಬಿ. ಮತ್ತು ಸ್ಟ್ರೀನಿಂಗ್‌ಅನ್ನು ಬಳಸಲು ಅವಕಾಶ ಕಲ್ಪಿಸಿದೆ. ನದಿ ಪಾತ್ರಕ್ಕೆ ಯಾವುದೇ ರೀತಿಯ ತೊಂದರೆಯಾಗದಂತೆ ಮರಳು ತುಂಬಲು ಡಂಪರ್ಸ್, ವೀಲ್ ಮೌಂಟೆಡ್ ಲೋಡರ್ಸ್ ಬಳಸಲು ಅವಕಾಶ ಕಲ್ಪಿಸಿದೆ.
6. ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರದಲ್ಲಿ ನಿಗದಿಪಡಿಸಲಾಗುವ ವಾರ್ಷಿಕ ಉತ್ಪಾದನೆ ಪ್ರಮಾಣದಲ್ಲಿ ಶೇಕಡಾ 25 ಪ್ರತಿಶತ ಸಾಮಾನ್ಯ ಮರಳನ್ನು ಆಶ್ರಯ ಯೋಜನೆ, ಸರ್ಕಾರಿ ಕಾಮಗಾರಿಗಳು ಸಮುದಾಯ ಅಭಿವೃದ್ಧಿ ಕಾಮಗಾರಿಗಳಿಗೆ ಕಡ್ಡಾಯವಾಗಿ ನೀಡತಕ್ಕದ್ದು.
7. ಜಿಲ್ಲಾ ಸಮಿತಿಯಿಂದ/ ಇಲಾಖೆಯಿಂದ ಗುತ್ತಿಗೆದಾರರಿಗೆ ವಿಧಿಸಿರುವ ಗುತ್ತಿಗೆ ಷರತ್ತು ಮತ್ತು ನಿಬಂಧನೆಗಳನ್ನು ಉಲ್ಲಂಘನೆ ಮಾಡಿದಲ್ಲಿ ಗುತ್ತಿಗೆಯನ್ನು ಯಾವುದೇ ಕಾರಣ ನೀಡದೆ ಒಂದು ತಿಂಗಳ ಮುಂಚಿತವಾಗಿ ನೋಟೀಸ್ ನೀಡಿ ಗುತ್ತಿಗೆಯನ್ನು ರದ್ದುಗೊಳಿಸುವ ಹಕ್ಕನ್ನು ಕಾಯ್ದಿರಿಸಿ, ಗುತ್ತಿಗೆ ರದ್ದುಗೊಳಿಸಿ ಗುತ್ತಿಗೆದಾರನ ಮೇಲೆ ಅಗತ್ಯ ಕ್ರಮಗಳನ್ನು ಕೈಗೊಳ್ಳಬಹುದು.
8. ಮರಳು ಗಣಿಗಾರಿಕೆಯನ್ನು ಪರಿಸರ ಮಾಲಿನ್ಯ ನಿಯಂತ್ರಣಕಾಯ್ದೆ ಮತ್ತು ಕರ್ನಾಟಕ ಉಪಖನಿಜ ರಿಯಾಯಿತಿ ನಿಯಮಾವಳಿ 1994 ರ ಮಿತಿಗಳ ಒಳಗೆ ನಡೆಸತಕ್ಕದ್ದು, ಗುತ್ತಿಗೆದಾರರು ನಮೂದಿಸುವ ದರಗಳನ್ನು ಹೊರತುಪಡಿಸಿ ಇಲಾಖೆ ನಿಯಮಗಳಂತೆ ಅನ್ವಯವಾಗುವ ಎಲ್ಲಾ ರೀತಿಯ ಸೆಸ್‌ಗಳು ಮತ್ತು ತೆರಿಗೆಗಳನ್ನು ಪಾವತಿಸಬೇಕಾಗಿರುತ್ತದೆ.
9. ಮರಳು ಗಣಿಗಾರಿಕೆ ಪ್ರದೇಶದಲ್ಲಿ ಬೇಡಿಕೆಗೆ ಅನುಗುಣವಾಗಿ ಮಾನವ ಸಂಪನ್ಮೂಲವನ್ನು ಗುತ್ತಿಗೆದಾರರೇ ಮಾಡಿಕೊಳ್ಳತಕ್ಕದ್ದು. ಇದಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಕಾರ್ಮಿಕ ಇಲಾಖೆಯ ನಿಯಮಗಳಿಗೆ ಅನುಗುಣವಾಗಿ ಗುತ್ತಿಗೆದಾರರು ಬದ್ಧರಾಗಿರತಕ್ಕದ್ದು.
10. ಟೆಂಡರ್ ಮೂಲಕ ಗುತ್ತಿಗೆ ಪಡೆದ ಗುತ್ತಿಗೆದಾರರು ಗಣಿಗಾರಿಕೆ ಮಾಡಿ ತೆಗೆದು ದಾಸ್ತಾನುಮಾಡುವ ಮರಳನ್ನು ಜಿಲ್ಲಾ ಸಮಿತಿಯು ನಿಗದಿಪಡಿಸಿರುವ ದರಕ್ಕಿಂತ ಹೆಚ್ಚಿನದರದಲ್ಲಿ ಮಾರಾಟ ಮಾಡತಕ್ಕದ್ದಲ್ಲ.

11. ಯಶಸ್ವಿ ಟೆಂಡರ್‌ದಾರರು ಮರಳಿನ ಬ್ಲಾಕ್‌ನ್ನು ಗುತ್ತಿಗೆ ಪಡೆದ ನಂತರ ಮರಳಿನ ಬ್ಲಾಕ್‌ನ 200 ಮೀಟರ್ ಅಂತರದಲ್ಲಿ ಮರಳಿನ ಸ್ಪಾಕ್‌ಯಾರ್ಡ್‌ನ್ನು ಗುರುತಿಸಿ ಅವರ ಸ್ವಂತ ಖರ್ಚಿನಲ್ಲಿ ನಿರ್ವಹಣೆ ಮಾಡಬೇಕು. ಸ್ಪಾಕ್‌ಯಾರ್ಡ್‌ನ ವಿವರಗಳನ್ನು ಜಿಲ್ಲಾ ಮಟ್ಟದ ಸಮಿತಿಗೆ ನೀಡುವುದು ಕಡ್ಡಾಯವಾಗಿರುತ್ತದೆ.
12. ಪ್ರತಿ ಬ್ಲಾಕ್‌ನಿಂದ/ ಸ್ಪಾಕ್‌ಯಾರ್ಡ್‌ನಿಂದ ಸಾಗಾಣಿಕೆ ಮಾಡುವ ಮರಳನ್ನು ಅಧಿಕೃತ ಪರವಾನಿಗೆಯೊಂದಿಗೆ (CMDP) ಜಿ.ಪಿ.ಎಸ್ ಅಳವಡಿಸಿರುವ ವಾಹನಗಳ ಮೂಲಕವೇ ಸಾಗಾಣಿಕೆ ಮಾಡಬೇಕಾಗಿರುತ್ತದೆ.
13. ಮರಳು ಗುತ್ತಿಗೆ ಹೊಂದಿದ ಬ್ಲಾಕ್‌ಗಳಿಂದ ಮರಳು ಸಾಗಾಣಿಕೆ ಮಾಡಲು, MDRO ಮತ್ತು CMDP ಗಳನ್ನು ಕಡ್ಡಾಯವಾಗಿ ಪಡೆಯತಕ್ಕದ್ದು.
14. ಅಂತಿಮ ಯಶಸ್ವಿ ಬಿಡ್ಡುದಾರರಿಗೆ 05 ವರ್ಷಗಳ ಅವಧಿಗಣಿಗುತ್ತಿಗೆ ನೀಡಲು ಅವಕಾಶ ಕಲ್ಪಿಸಿದೆ, ಸರ್ಕಾರಿ ಸ್ವಾಮ್ಯದ ಸಂಸ್ಥೆಗಳಿಗೆ ನೀಡಲಾದ ಗುತ್ತಿಗೆಗಳನ್ನು ಹೂರತುಪಡಿಸಿ ಉಳಿದ ಯಾವುದೇ ಮರಳು ಗುತ್ತಿಗೆದಾರರಿಗೆ ಗುತ್ತಿಗೆ ನವೀಕರಣಕ್ಕೆ ಅವಕಾಶವಿರುವುದಿಲ್ಲ.
15. ಅವಧಿ ಮುಕ್ತಾಯವಾಗುವ ಮೊದಲು ಮರಳು ಗುತ್ತಿಗೆ ಪಡೆದ ಪ್ರದೇಶದಲ್ಲಿ ಎಲ್ಲಾ ಸುರಕ್ಷಿತ ಕ್ರಮಗಳನ್ನು ಕೈಗೊಂಡ ನಂತರ ಜಿಲ್ಲಾ ಮರಳು ಸಮಿತಿಯಲ್ಲಿ ಅನುಮೋದನೆ ಪಡೆದು ಮರಳು ಗುತ್ತಿಗೆದಾರರಿಗೆ ಯಾವುದೇ ಪರಿಹಾರ ನೀಡದೆ ಅಧ್ಯರ್ಪಣೆ ಮಾಡಿಕೊಳ್ಳಲು ಅವಕಾಶ ಕಲ್ಪಿಸಲಾಗಿರುತ್ತದೆ.
16. ಮರಳಿನ ಉತ್ಪಾದನ ವೆಚ್ಚ, ರಾಜಧನ, ಅನ್ವಯಿಸುವ ತೆರಿಗೆಗಳು, ಪರಿಸರ ಸಂರಕ್ಷಣ ಶುಲ್ಕನದಿ ದಡದಿಂದ ಸ್ಪಾಕ್‌ಯಾರ್ಡ್‌ಗೆ ಸಾಗಾಣಿಕೆ ಮಾಡಲುತಗಲುವ ವೆಚ್ಚ, ಜಿಲ್ಲಾಖನಿಜ ಪ್ರತಿಷ್ಠಾನ ನಿಧಿ, ದಾಸ್ತಾನು ವೆಚ್ಚ, ಲೋಡಿಂಗ್-ಅನ್‌ಲೋಡಿಂಗ್ ವೆಚ್ಚ, ಲಾಭಾಂಶ ಇತ್ಯಾದಿ ವೆಚ್ಚಗಳನ್ನು ಸೇರಿಸಿ ಜಿಲ್ಲಾ ಮರಳು ಸಮಿತಿಯು ಗರಿಷ್ಠ ಮರಳು ಮಾರಾಟದರವನ್ನು ನಿಗದಿ ಪಡಿಸುವುದು. ಅದೇ ದರದಲ್ಲಿ ಸಾರ್ವಜನಿಕರಿಗೆ ಮರಳನ್ನು ಮಾರಾಟ ಮಾಡತಕ್ಕದ್ದು.
17. ಮರಳು ಗುತ್ತಿಗೆಗಳಲ್ಲಿ ಉತ್ಪಾದಿಸುವ ಮರಳಿನ ಒಟ್ಟು ಪ್ರಮಾಣದ ಶೇ.25 ರ ಭಾಗವನ್ನು ಸರ್ಕಾರಿ ಕಾಮಗಾರಿಗಳಿಗೆ ಅಥವಾ ಕಡಿಮೆ ವರಮಾನದ ವಸತಿ ಯೋಜನೆಗಳಾದ ಆಶ್ರಯ ಇತ್ಯಾದಿ ಯೋಜನೆಗಳಿಗೆ ಮೀಸಲಿರಿಸಿ ಲೋಕೋಪಯೋಗಿ ಇಲಾಖೆಯ ಖಬಿ ದರವನ್ನು ಮೀರದಂತೆ ಮಾರಾಟ ಮಾಡಲು ಗುತ್ತಿಗೆದಾರರಿಗೆ/ಮರಳು ಗಣಿಗಾರಿಕೆ ನಿರ್ವಹಿಸುವ ಇಲಾಖೆಗೆ ಆದೇಶಿಸಬಹುದಾಗಿರುತ್ತದೆ.
17. ಗಣಿಗಾರಿಕೆ ಪ್ರದೇಶದಲ್ಲಿ ಕರ್ತವ್ಯ ನಿರ್ವಹಿಸುವ ಕೆಲಸಗಾರರು/ ಸಿಬ್ಬಂದಿ/ ಲಾರಿ ಮತ್ತು ಟಿಪ್ಪರ್ ಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಅವಘಡಗಳು ಸಂಭವಿಸಿದಲ್ಲಿ ಗುತ್ತಿಗೆದಾರರೇ ನೇರ ಹೊಣೆಗಾರರಾಗಿರುತ್ತಾರೆ ಹಾಗೂ ಇಲಾಖೆಯೂ ಯಾವುದೇರೂಪದಲ್ಲಿ ಪರಿಹಾರ ನೀಡುವುದಿಲ್ಲ.
18. ಸಾಮಾನ್ಯ ಮರಳು ಗಣಿಗಾರಿಕೆ ಪ್ರದೇಶ, ಸ್ಪಾಕ್ ಯಾರ್ಡ್, ಅಪ್ರೋಚ್ ರಸ್ತೆಗಳಲ್ಲಿ ಸಿ.ಸಿ.ಟಿ.ವಿ. ಕ್ಯಾಮೆರಾಗಳನ್ನು ಅಳವಡಿಸಿಕೊಂಡು ಸೂಕ್ತವಾಗಿ ನಿರ್ವಹಿಸುವುದು. ಇಲಾಖೆ ಅಧಿಕಾರಿಗಳ ಪರಿಶೀಲನೆ ಸಂದರ್ಭ ರೆಕಾರ್ಡಿಂಗ್‌ಗಳನ್ನು ಹಾಜರುಪಡಿಸುವುದು.
19. ಗ್ರಾಮ ಮತ್ತು ಪಟ್ಟಣ ಪ್ರದೇಶಕ್ಕೆ ಕುಡಿಯುವ ನೀರು ಸರಬರಾಜು ಮಾಡುವ ಬಾವಿಯ 500 ಮೀಟರ್ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಮರಳು ಗಣಿಗಾರಿಕೆ ನಿಷೇಧಿಸಿದೆ.
20. ಮರಳು ಬ್ಲಾಕ್‌ನಿಂದ/ ಸ್ಪಾಕ್‌ಯಾರ್ಡ್‌ನಿಂದ ಖನಿಜ ಸಾಗಾಣಿಕೆ ಮಾಡಲು ಕಡ್ಡಾಯವಾಗಿ ಖನಿಜ ಸಾಗಾಣಿಕೆ ಪರವಾನಿಗೆ ಪಡೆದು ಮರಳು ಸಾಗಾಣಿಕೆ ಮಾಡತಕ್ಕದ್ದು.

21. ಮರಳು ಸಾಗಾಣಿಕೆ ವಾಹನಗಳಿಗೆ ಕಡ್ಡಾಯವಾಗಿ ಜಿ.ಪಿ.ಎಸ್/ಆರ್.ಎಫ್.ಐ.ಡಿ. ಉಪಕರಣಗಳನ್ನು ಅಳವಡಿಸಿಕೊಂಡು ಜಿ.ಪಿ.ಎಸ್. ಟ್ರಾಕಿಂಗ್ ವ್ಯವಸ್ಥೆಯೊಂದಿಗೆ ಸಂಯೋಜನೆಗೊಳಿಸಿ, ಚಾಲ್ತಿಯಲ್ಲಿರಿಸಿಕೊಳ್ಳುವುದು ಹಾಗೂ ಅಗತ್ಯ ನಿರ್ವಹಣೆ ಮಾಡುವುದು.
22. ಅನುಮೋದಿತ ಕ್ವಾರಿ ಪ್ಲಾನ್ ಮತ್ತು ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರ ಪಡೆಯದೇ ಮರಳು ಗಣಿಗಾರಿಕೆ ನಡೆಸುವಂತಿಲ್ಲ. ಚಾಲ್ತಿಯಲ್ಲಿರುವ ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರದ ಅವಧಿ (2 ವರ್ಷ) ಮುಕ್ತಾಯಗೊಂಡ ನಂತರ ಜಿಲ್ಲಾ ಪರಿಸರ ಆಫೀಸರ ಅಂದಾಜೀಕರಣ ಪ್ರಾಧಿಕಾರದಿಂದ ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರವನ್ನು ನವೀಕರಿಸಿಕೊಂಡು ಮರಳು ತೆಗೆಯುವುದನ್ನು ಪ್ರಾರಂಭಿಸುವುದು. ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರದ ಎಲ್ಲಾ ಶರತ್ತುಗಳನ್ನು ಪಾಲಿಸಿಕೊಂಡು ಕ್ವಾರಿ ಯೋಜನೆ ಅನ್ವಯ ಗುತ್ತಿಗೆ ಪ್ರದೇಶದಲ್ಲಿ ಮರಳು ಗಣಿಗಾರಿಕೆ ನಡೆಸುವುದು.
23. ಕ್ವಾರಿ ಪ್ಲಾನ್ ತಯಾರಿ, ಅನುಮೋದನೆ, ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರ ಇತ್ಯಾದಿ ಶಾಸನ ಬದ್ಧ ದಾಖಲೆ/ ತೀರುವಳಿಗಳನ್ನು ಗುತ್ತಿಗೆದಾರರು ತಮ್ಮ ಸ್ವಂತ ಖರ್ಚಿನಲ್ಲಿ, ತಮ್ಮ ಜವಾಬ್ದಾರಿಯಲ್ಲಿ ಕಡ್ಡಾಯವಾಗಿ ನಿರ್ವಹಿಸುವುದು ಹಾಗೂ ಅದರ ನಿಬಂಧನೆಗಳನ್ನು ಪಾಲಿಸುವುದು. ಮರಳು ಗಣಿಗಾರಿಕೆಯ ಅವಧಿಯನ್ನು ಬೆಳಗ್ಗೆ 6.00 ಗಂಟೆಯಿಂದ ಸಂಜೆ 6.00 ಗಂಟೆಯವರೆಗೆ ಸೀಮಿತಗೊಳಿಸಿದೆ.
24. ಕರ್ನಾಟಕ ಉಪ ಖನಿಜ ರಿಯಾಯಿತಿ ನಿಯಮಾವಳಿಗಳು 1994 ರ ಅಧ್ಯಾಯ 4 ಬಿ ನಿಯಮ 24 ರನ್ವಯ ಮರಳು ಗಣಿಗಾರಿಕೆಯಲ್ಲಿ ಉತ್ಪತ್ತಿಯಾಗುವ ಉಪ ಉತ್ಪನ್ನ ಮತ್ತು ಇತರೆ ಉಪ ಖನಿಜಗಳನ್ನು ಮರಳು ಗುತ್ತಿಗೆದಾರರು ಪರಿಸರ ಅನುಮತಿ ಪತ್ರದ ಷರತ್ತುಗಳು ಮತ್ತು ನಿಯಮ 8 ಎನ್ ರಂತೆ ನದಿ ಪಾತ್ರದ ಪುನಶ್ಚೇತನಕ್ಕಾಗಿ ಮಾತ್ರ ಬಳಸುವುದು.
25. ಪರಿಸರ ವಿಮೋಚನಾ ಪತ್ರದಲ್ಲಿ ನಿಗದಿಪಡಿಸಲಾಗಿರುವ ಉತ್ಪಾದನೆ ಪ್ರಮಾಣದಲ್ಲಿ ಕನಿಷ್ಠ 50 ಪ್ರತಿಶತ ಉತ್ಪಾದನೆಯನ್ನು ಕಡ್ಡಾಯವಾಗಿ ಕೈಗೊಳ್ಳುವುದು. ತಪ್ಪಿದಲ್ಲಿ ನಿಗದಿತ ಕನಿಷ್ಠ ಉತ್ಪಾದನಾ ಪ್ರಮಾಣಕ್ಕೆ ಅನುಗುಣವಾಗಿ ರಾಜಧನ ಹಾಗೂ ಇನ್ನಿತರೆ ಅನ್ವಯಿಕ ಶುಲ್ಕಗಳನ್ನು ಕಡ್ಡಾಯವಾಗಿ ಪಾವತಿಸುವುದು.
26. ಜಿಲ್ಲಾ ಮರಳು ಉಸ್ತುವಾರಿ ಸಮಿತಿಯಿಂದ ನಿಗದಿಪಡಿಸಲಾಗುವ ಗರಿಷ್ಠ ಮಾರಾಟ ಬೆಲೆಗೆ ಸಾಮಾನ್ಯ ಮರಳನ್ನು ಮಾರಾಟ ಮಾಡತಕ್ಕದ್ದು. ನಿಗದಿಪಡಿಸಲಾಗುವ ಗರಿಷ್ಠ ಮಾರಾಟ ಬೆಲೆಯನ್ನು ಗುತ್ತಿಗೆ ಪ್ರದೇಶದಲ್ಲಿ ಫಲಕ ಅಳವಡಿಸಿ ಪ್ರದರ್ಶಿಸುವುದು.

ಈ ಮೇಲ್ಕಂಡ ಯಾವುದೇ ನಿಬಂಧನೆಗಳ ಉಲ್ಲಂಘನೆಯಾಗಿರುವುದು ಕಂಡುಬಂದಲ್ಲಿ ಅಗತ್ಯ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸಲಾಗುವುದು ಅಥವಾ ಜಿಲ್ಲಾ ಮರಳು ಉಸ್ತುವಾರಿ ಸಮಿತಿ ನಿರ್ಣಯಕ್ಕೆ ಒಳಪಡಿಸಿ ಗುತ್ತಿಗೆ ರದ್ದುಪಡಿಸಲಾಗುವುದು.


 ಹಿರಿಯ ಭೂವಿಜ್ಞಾನಿ
 ಗಣಿ ಮತ್ತು ಭೂ ವಿಜ್ಞಾನ ಇಲಾಖೆ
 ಖನಿಜ ವಿಭಾಗ, ರಾಯಚೂರು


 ಹಿರಿಯ ಭೂವಿಜ್ಞಾನಿ
 ಗಣಿ ಮತ್ತು ಭೂ ವಿಜ್ಞಾನ ಇಲಾಖೆ
 ಖನಿಜ ವಿಭಾಗ, ರಾಯಚೂರು

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TRANSLATED COPY

SPECIAL CONDITIONS

1. The lessees are liable to pay the Average Additional Payment on the royalty required to be paid for sand quarrying, District Mineral Foundation Fund and any other fees payable as per the instructions of this office in accordance with the Government Order.
2. Use of mechanized boats and dredging machines in sand quarrying are prohibited.
3. The boundary points identified and demarcated to be maintained properly by the lessee at his own cost and protect suitably.
4. The sand quarrying shall conducted from 6.00 am to 6.00 pm only.
5. Provision has been made to usage of J.C.B. and Screening in sand quarrying in river bank subject to the guidelines issued by the Ministry of Environment Forest and Climate Change from time to time. Provision has been made to use of dumpers, wheel mounted loaders for loading of sand without causing any damage to the river bed.
6. Out of total production 25 Percent of the sand is given in the Environment Clearance shall be provided to given to the Ashraya Yojane Project, Government Works and other community development works.
7. If the lessee violates the conditions and regulations prescribed in lease deed or conditions issued by the District Sand Committee the department reserves the right to cancel the quarrying lease by giving one month's notice without assigning any reason, the lease can be cancelled and necessary action can be taken against the lessee.

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8. The sand quarrying should be conducted as per Environment Pollution Regulation Act and Karnataka Minor Mineral Concession Rules, 1994. Lessee shall pay cess, taxes and all other applicable fees as per the rules.
9. In accordance with the demand, the lessee himself to arrange for human resources for manual sand mining in river bed. With respect to this, the lessee is liable to adhere to the rules of the Labour Department.
10. The Lessee cannot sell the sand above the price prescribed by the District Sand Committee.
11. The successful bidder after obtaining lease, identify stockyard within a distance of 200 meters from the Sand block at his own cost and compulsorily furnish the details of the stockyard to the District Sand Committee.
12. The sand transported from each sand block/stock yard to be transported with the mineral dispatch permits through G.P.S. fitted vehicles
13. For transporting the sand removed from the sand quarry, the MDRO and MDP should be obtained compulsorily.
14. Provision has been made to grant the sand quarrying lease for a period of 05 years to the final successful bidder. There is no provision to renew any sand quarrying lease except to the sand quarrying leases granted to the Government owned organizations.
15. After taking all precautionary measures in the sand lease area prior to the expiry of the lease, provision has been made to surrender the lease after obtaining permission from the District Sand Committee without giving any compensation to the lessee.

16. The District Sand Committee will fix the maximum price for selling of sand after taking into account the expenses for extraction of sand, payment of royalty, applicable taxes, environment protection fee, expense for transportation of the sand from the river bed to the stockyard, payment of District Mineral Foundation Fund, expenses for stacking, loading and unloading charges etc.
17. The District Sand Committee shall right to direct the lease holder to sale the 25% of sand produced in sand quarries to the government works or low income housing schemes and other similar works without exceeding the schedule rates of the Public Works Department.
18. If any mishap occurs to the employees/staff/ lorry and tippers in the quarrying area, the lessee is directly responsible for the same and the Department will not give compensation in any manner.
19. To properly maintain sand quarrying area, stock yard, approach road by adapting C.C.T.V. To produce the recordings at the time of inspection by the officers of the department.
20. Sand mining is prohibited within 500 mtr of drinking water supply to village and town area.
21. The lessee shall obtained mineral dispatch permit while the transportation of sand from sand block or stockyard.
22. G.P.S./ R.F.I.D. instruments shall compulsory fitted with sand transporting vehicles and integrated with GPS tracking system.
23. Sand quarrying cannot be conducted without obtaining approved quarrying plan and environment clearance. After completion of the period (2 years), the Environment Clearance Certificate to be got renewed from the District Environment Impact Assessment Authority

and then commence extraction of sand. The sand quarrying activities should be conducted in the leased area by following all the conditions prescribed in the Environment Clearance Certificate and in the Quarry Plan.

24. Preparation of Quarrying Plan, approval, Environment Clearance Certificate and other statutory documents to be obtained by the lessee at his own cost and follow their conditions during sand mining. The duration of quarrying of sand is limited from 6.00 am to 6.00 pm.

25. The other sub production and other minor mineral generated during the sand quarrying to be used by the lessee for rehabilitation of river bed as per Chapter-IIA and Rule 24 of Karnataka Minor Mineral Concession Rules, 1994 and as per the conditions of the Environment Clearance Certificate and Rule 8-N.

26. The lessee shall produce a minimum 50% of the quantity prescribed in the Environment Clearance Certificate, failing which he shall pay royalty and other applicable fees for minimum prescribed production.

27. The lessee should sold the sand at the maximum rate fixed by the District Sand Monitoring Committee and display the maximum rate of the sand prescribed in a name board in the leased area.

If it is found that any of the above conditions is violated, necessary action will be taken or the sand quarrying lease will be cancelled subjecting to the decision of the District Sand Monitoring Committee.

TRUE COPY****


ಹರಿಯು ಭೂವಿಜ್ಞಾನಿ
ಇಲಾಖೆ ಮತ್ತು ಭೂ ವಿಜ್ಞಾನ ಇಲಾಖೆ
ಜನಿಟ ವಿಭಾಗ, ರಾಯಚೂರು