

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
WESTERN ZONE BENCH AT, PUNE

ORIGINAL APPLICATION NO.41/2022 (WZ)

Abhay Pandurang Desai ...Applicant

Versus

State of Maharashtra & Ors...Respondent



Objection on the Joint Committee Report on behalf of Respondent

No. 6 i.e. M/s. Minerals and Metals:-

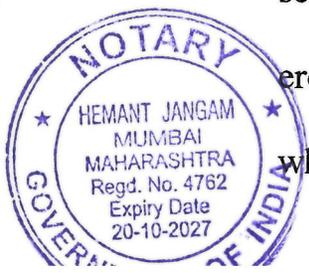
I, Mr. Vinay Rohidas Patil, the Power of Attorney holder of Respondent No.6, above named, Age: 50 Years, Occupation: Business, having address at 6th Floor, A Block, Shivsagar Estate, Dr. A.B. Road, Worli, Mumbai, is filing the present Objection to the Joint Committee Report, submitted by the Respondent No.2, only with the limited purpose of bringing on record the true and correct facts of the subject matter. I shall not be deemed to admit anything save and except whatever specifically stated hereunder:-

1. I say and submit that the present Objection is part and parcel of the Affidavit in Reply filed on 18/07/2023 by the Respondent No.6.

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2. I say and submit that I am filing the present Objection to the Joint Committee Report filed by the Respondent No. 2 pursuant to the Order dated 05/09/2022 passed by this Hon'ble Tribunal in the aforesaid matter.
 3. I say and submit that the averments made in Paras 1.0, 2.0 and 3.0 of the Joint Committee Report are the matter of record and the Respondent No. 6 does not wish to comment on the same.
 4. I say and submit that the averments made in Para 3.1 of the joint committee report are baseless and incorrect and the Respondent No. 6 denies the same in toto. Further, I say and submit that the Respondent No. 6 is a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its registered office at 34, Ashutosh, Napeansea Road, Mumbai & site address at Kalne Iron Ore Mine, At Post Kalne, Taluka Dodamarg, District Sindhudurg. I say and submit that the Respondent No. 6 is in the business of extracting minerals. The mining lease dated 16/03/2009 which is allotted to him by the State Government of Maharashtra for a period of 20 years for doing mining activities at Survey number 57/1 to 57/4, situated at village Kalane, taluka Dodamarg, District Sindhudurg. Hereto marked and annexed as "Annexure -A" is the copy of Lease Deed, dated 16/03/2009 executed between the Respondent No.6 and State of Maharashtra.



5. I say and submit that as the present Application is concerned, the Respondent No.6 is working on an iron ore mine at the site address mentioned hereinabove on a plot of land admeasuring about 32.25 (H. A.) situated in survey number 57/1 to 57/4, of village Kalane, Taluka Dodamarg of District Sindhudurg, hereinafter referred to as “**the said mine**” for the sake of brevity. Further, it is pertinent to note that the Respondent No.6 has renewed the required consent to operate dated 12/04/2021 issued by the Respondent No. 2 which is valid upto 31/03/2024 or upto the expiration of the mine lease whichever is earlier. Further, the Respondent No. 6 has also obtained Environmental Clearance bearing No. ENV-2008/CR-157/TC- dated 27/02/2009 from the Environment Department and has also obtained an approval to modification in mining plan from the Ministry of Mines, Indian Bureau of Mines vide approval dated 11/03/2021.
6. I say and submit that, the business of extracting minerals from the mining lease which is run by the Respondent No.6, is a seasonal business which operated between the months of October to May only and in entire monsoon season starting from the months of June to September the mining activities are closed. Further every year before the monsoon season Respondent No.6 carries pre-monsoon activities to reduce the erosion of soil due to heavy rain fall within the entire mining region where the Respondent No.6 operates his mining business and also



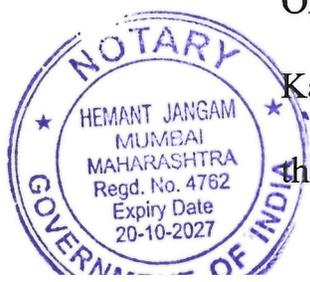
activities such as tree plantation and other gardening activities are carried out by the Respondent No.6 during monsoon season.

I say and submit that, in the year 2021, due to unprecedented torrential rainfall in entire district of Sindhudurg as well as in Dodamarg Taluka, the part of mountain adjoining the said mine was collapsed in new mining pit and the dividing wall between the new pit and old pit was broken down due to water pressure. Further the entire water from the new pit entered in old pit creating pressure on the wall/bund around the old mining pit which ultimately broke and the water stored therein surged in the lands of nearby villages, wherein few houses and agricultural produce was affected. Further there was no casualty due to the said incident.

7. I say and submit that the averments made in Para 3.2 are baseless and incorrect and the Respondent No. 6 denies the same in toto. Further I say and submit that after the said incident then the Tahasildar Dodamarg, appointed a committee consisting of the Talathi of Saja Sasoli, Agricultural Officer and Secretary of Village Panchyat to assess the damage caused to the houses as well as agricultural properties situated in the adjoining vicinity of the said Mine. Thereafter, the said committee submitted two different reports to the Tahasildar Dodamarg and said reports were forwarded by Tahsildar to the office of District Mining Officer, Sindhudurg. Wherein the said committee assessed the damages



caused to houses and agricultural properties near the mining lease of the Respondent No. 6. I say and submit that on the basis of the report submitted by the Tahsildar Dodamarg, the District Mining Officer acting under the Respondent No.3 passed an Order dated 06/08/2021 stating that the Respondent No.6 was liable for the incident and directed the Respondent No. 6 to pay amount of Rs.12,30,300/- (Rupees Twelve Lakh Thirty Thousand and Three Hundred Only) towards damages caused to the houses of the affected persons. I say and submit that the said amount of Rs.12,30,300/- (Rupees Twelve Lakh Thirty Thousand and Three Hundred Only) was paid by Respondent No. 6 on 13/08/2021, in the account of each of the person who had suffered damages. Hereto marked and annexed as "Annexure -B" are the copies of the bank UTR details for payment transferred as per the order passed by the District Mining Officer dated 06/08/2021. Thereafter the Gram Panchayat, Kalane through the Water Supply Department assessed an amount of Rs.1,82,100/- (Rupees One Lakh Eighty Two Thousand Only) towards cleaning portable water well which was damaged due to the breakage of bund. In furtherance of the same the Respondent No.6 then transferred the amount of Rs.1,82,100/- (Rupees One Lakh Eighty Two Thousand Only) to the account of Water Supply Department of village Panchayat Kalane. Hereto marked and annexed as "Annexure -C" is the copy of the letter dated 22/09/2021 issued by Respondent No.6 to Sarpanch



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village Panchayat Kalne informing the payments transferred to Water Supply Department of village Panchayat, Kalane.

Further I say and submit that, the industry has taken all the necessary measures and repaired the bund and refilled entire old mining pit, the said compliance is verified by the Respondent No.4 after which the Respondent No. 4 has revoked the suspension Order dated 11/02/2022 and the District Collector of Sindhadurg has issued Restart Order dated 04/04/2022. Thereafter, the Respondent No. 2 had also issued a letter dated 10/04/2022 granting conditional restart of the said mine.

8. I say and submit that the averments made in Para 4.0 are matter of record and procedural aspect and hence the Respondent No. 6 does not wish to comment on the same.

9. I say and submit that the averments made in Para 4.1, 4.2 and 4.3 are baseless and incorrect and the Respondent No. 6 denies the same in toto and strongly object to the same. Further I say and submit that the committee appointed by the Tahasildar Dodamarg prepared a Panchnama (visit report) which was submitted to the Tahasildar Dodamarg and the said report was then forwarded to the District Mining Officer. I say and submit that on the basis of assessment conducted by Taluka Agricultural officer, the Mining Officer vide Order dated 12/08/2021 directed the

Respondent No.6 to pay an amount of Rs.1,34,67,750/- (Rupees One Crore Thirty Four Lakh Sixty Seven Thousand Seven Hundred and Fifty



Only) as compensation to the 49 affected farmers. Further, I say and submit that the damages were assessed arbitrarily without actually visiting the spot. I say and submit that the amount of compensation sought to be assessed was based on unscientific manner without factually ascertaining the actual loss. I say and submit that the villagers i.e. Shri. Pratap Yashwant Desai and Shri. Shashikant Harischandra Desai themselves had approached Respondent No. 3 alleging that the said Panchnama was conducted without visiting the spot. Hereto marked and annexed as "Annexure -D" are the copies of the letters forwarded by local farmers to the Respondent No.3 dated 16/09/2021 & 18/10/2021 respectively.

I say and submit that after being aggrieved by the order dated 12/08/2021, passed by the District Mining Officer, the Respondent No.6 appealed before the Respondent No. 3 i.e. the District Collector Sindhudurg wherein he placed on record the facts and requested to re-assess the actual loss, and allow the representative of the Respondent No.6 to present during the process of reassessment. Respondent No.6 in his representation pointed that, some farmers also have filed complaint to the Respondent No.3 stating that the Panchnamas was conducted without conducting site visit. The District Mining Officer on behalf of the Respondent No. 3 i.e. the District Collector Sindhudurg addressed a letter

to the District Agricultural Officer and directed to submit a report of



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actual loss and a report based on the expert's opinion, in present of the representative of the Respondent No.6. Hereto marked and annexed as "Annexure -E" is the copy of the said representation made by Respondent No. 6 to the Respondent No.3 the District Collector Sindhudurg.

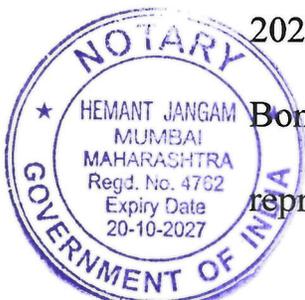
I say and submit that on 25/01/2022, the District Agricultural Officer, without obtaining the expert opinion, or conducting the re-assessment procedure along with the representative of the Respondent No.6, addressed a letter to the District Mining Officer stating that the Panchnama was conducted and damages were assessed based on the actual visit to the affected area. The District Agricultural Officer purposefully avoided revisiting the site in the presence of the expert person and Respondent No.6 and even neglected the complaints filed by the local farmers. I say and submit that thereafter, the District Mining Officer vide Order dated 08/02/2022, confirmed the earlier Order dated 12/08/2021 and directed Respondent No.6 to pay an amount of Rs.1,34,67,750/- (Rupees One Crore Thirty Four Lakh Sixty Seven Thousand Seven Hundred and Fifty Only) as compensation to the 49 affected farmers as directed in earlier Order dated 12/08/2021.

I say and submit that being aggrieved, the Respondent No. 6 then approached the Hon'ble High Court of Judicature at Bombay and prayed for appointment of Committee of independent scientific experts to re-



assess the numbers of trees that could have been damaged taking into consideration the area affected by the water flowed from the said mine. I say and submit that said Writ Petition (ST) No. 4434 of 2022 is presently pending before Hon'ble High Court of Judicature at Bombay. I say and submit that in the meantime the Respondent No.6 on basis of its own assessment has paid a total amount of Rs. 60,70,300/- to all the 49 affected farmers on **"under protest basis"** in three installments of Rs. 16,55,000/- on 08/10/2021, an amount of Rs. 17,40,000/- on 25/01/2022 and Rs. 14,45,000/- on 13/08/2022, credited to the bank accounts of the 49 affected farmers by transfer including the father and other two family members of the Applicant. Hereto marked and annexed as **"Annexure - F"** are the copies of the bank UTR numbers of the payment transferred to all affected farmers in three installments. I say and submit that so far Respondent No. 6 has totally paid an amount of Rs.48,40,000/- **"on under protest basis"** to the 49 aggrieved farmers against the order dated 12/08/2021 passed by the District mining Officer in respect of the agricultural land and an amount of Rs. 12,30,300/- towards the damages caused to the houses.

I say and submit that since the said Writ Petition (ST) No. 4434 of 2022 is presently pending before Hon'ble High Court of Judicature at Bombay. The public representative arranged a joint meeting between representative of the Respondent No.6 and affected farmers of Kalane



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village on 06/03/2022, where 24 farmers out of 49 aggrieved farmers agree to settle the matter mutually and to accept the mutually fixed amount and accordingly the Respondent No.6 then transferred the said amount to those '24' farmers as a third and final installment on 31/05/2022. Hereto marked and annexed as "Annexure -G" is the copy of the mutual settlement between the Respondent No.6 and 24 farmers and house owners dated 31/05/2022.

10. I say and submit that it is evident from clause 4 in part IX of the Mining Lease Agreement dated 16th March, 2009 executed between the State Government of Maharashtra and M/s. Minerals and Metals i.e. Respondent No.6 that, there shall be no claim against the lessee i.e. Respondent No. 6 by the Central or State Government if there is any breach/failure in fulfillment of any term of the Lease Agreement due to force majeure. It is pertinent to note that the term force majeure as per the said clause means and includes;- "*Act of God, War, Insurrection, Riot, Civil Commotion, Strike, Earthquake, Tide, Strom, Tidal Wave, Flood, Lighting Explosion, fire, Earthquake and other happening which the lessees could not reasonably prevent or control*". Thus as per the said clause the incident that occurred on 29/07/2021 was purely a Force Majeure as it was beyond control of the Respondent No.6. However the Respondent No.6 in order to cater his social and moral obligation with bonafide intention has paid the compensation to the tune of Rs.



60,70,300/- (Rupees Sixty Lakh Seventy Thousand Three Hundred Only) to the affected farmers.

11. I say and submit that the Respondent No. 6 with bonafide intention has paid an amount of Rs. 60,70,300/- (Rupees Sixty Lakh Seventy Thousand Three Hundred Only) to the affected farmers. The compensation assessed towards the damages by the competent authority has been assessed without following due process of law and hence the same has been challenged before the Hon'ble Bombay High Court in Writ Petition (ST) No. 4434 of 2022. The Respondent No. 6 is always ready and willing to compensate the affected farmers once the damages are re- assessed by the experts in furtherance of the Writ Petition (ST) No. 4434 of 2022 filed before the Hon'ble Bombay High Court, since the recommendation suggested in para 6.0 (A) may be rejected.

12. I say and submit that the averments made in Para 4.4 are baseless and incorrect and the Respondent No.6 denies the same in toto. Further I say and submit that the Respondent No. 6 is ready and willing to restore the said affected land by appointing his own agencies under the supervision and guidance of the competent authority.

13. I say and submit that the unfortunate incident that occurred on 29/07/2021 was purely a natural calamity and not due to negligence on part of the Respondent No. 6. Further it is pertinent to note that the Respondent No.6 is carrying out the mining activities from the year 2009



and till said incidence no complaints or negligence has been reported against the Respondent No. 6 by any of the villagers or concerned authorities. The incident of 29/07/2021 was result of excess rain in the said District. The Respondent No. 6 after the said incident, with bonafide intention has paid an amount of Rs. 48,40,000/- + Rs. 12,30,300/- = Rs. 60,70,300/- to the affected farmers towards the damages caused to the agricultural land as well as the houses respectively. It is pertinent to note that the Respondent No.6 is ready and willing to pay the damages to the affected persons once the said damages are re-assessed by the proper agencies in furtherance of the Writ Petition (ST) No. 4434 of 2022.

14.I say and submit that the Respondent No.6 has already paid the damages to the father and two other family members of the applicant which the Applicant has purposefully suppressed from this Hon'ble Tribunal. The applicant has filed the present Original Application with sole intention to harass the Respondent No. 6 for extracting extra monetary gains under the purview of damages caused by the incident of 29/07/2021. Hereto marked and annexed as “Annexure -H” is the copy of the mutual settlement agreement between the Respondent No.6 and father of the Applicant Shri. Pandurang Rajaram Desai.



15. Therefore, in the facts and circumstances above mentioned, the objection may be considered and accordingly the appropriate order maybe passed by this Hon'ble Tribunal.

16. I crave leave to file additional affidavit in future if found necessary.

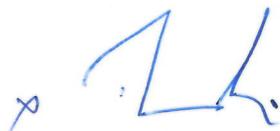
Whatever stated hereinabove is true and correct to the best of my knowledge and belief.

Solemnly affirmed by me at Mumbai on this 4th Day of August, 2023.

Identified by me,

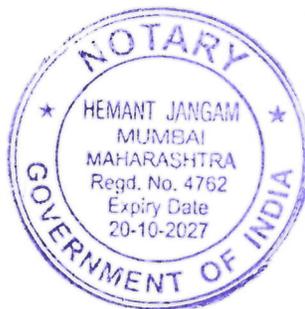


Advocates for Respondent No. 6



Deponent

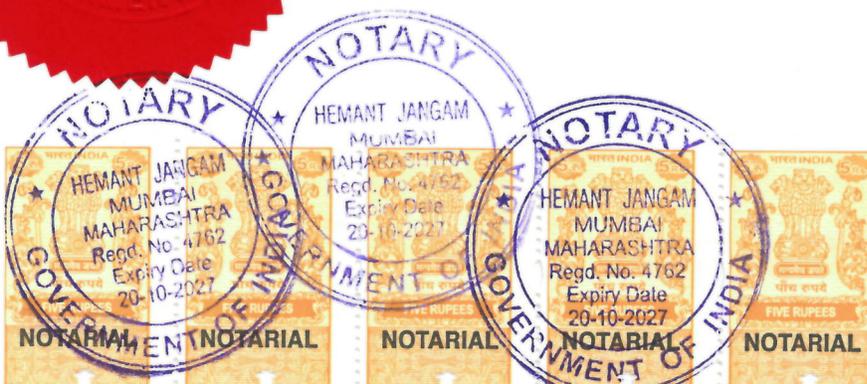
Before me



BEFORE ME

HEMANT JANGAM
NOTARY, GOVT. OF INDIA
MUMBAI, MAHARASHTRA.

4 AUG 2023
Reg. No. Aug/21/9/111
Sr. No. 145 Pg.No. 13
Date 4 AUG 2023



BEFORE THE NATIONAL GREEN TRIBUNAL

WESTERN ZONE BENCH AT PUNE

ORIGINAL APPLICATION NO.41 OF 2022

ABHAY PANDURANG DESAI ... Applicant

Versus

SATATE OF MAHARASHTRA & ORS. ... Respondents

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1.	<u>Annexure -“A”</u> Copy of the Lease Deed dated 16/03/2009 executed between Respondent No.6 and State of Maharashtra.	
2.	<u>Annexure -“B”</u> Copy of bank UTR details for payment transferred dt 13/08/2021 as per the order	

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	passed by the District Mining Officer dated 06/08/2021.	
3.	<u>Annexure - "C"</u> copy of letter dated 22/09/2021, marked to Sarpanch, Kalne informing the payments transferred to Water Supply Department of village Panchayat, Kalane.	
4.	<u>Annexure - "D"</u> Are the copies of the letters forwarded by local farmers Shri. Pratap Desai & Shri. Harischandra Desai to the Respondent No.3. dated 16/09/2021 & 18/10/2021 respectively.	
5.	<u>Annexure - "E"</u> Copy of representation made by Respondent No. 6 to the Respondent No.3 the District Collector Sindhudurg dated 29/11/2021.	
6.	<u>Annexure - "F"</u> The copies of the bank UTR numbers of the	

Sr. No.	Particulars	Page Nos.
	payment transferred to all aggrieved farmers by Respondent No.6 dated 08/10/2021, 25/01/2022 & 13/08/2022 respectively.	
7.	<u>Annexure - "G"</u> The copy of mutual settlement between the Respondent No.6, and 24 farmers and house	
8.	<u>Annexure - "H"</u> The copy of settlement agreement executed between Applicant's fathers and the Respondent No.6, dated 06/06/2022.	

PLACE: PUNE

DATE: 04.08.2023



ADVOCATE FOR THE RESPONDENT NO.6

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

632 सर्वसा. ११३ भा. Gen 113 me.

मूळ प्रत [अहस्तांतरणीय] ORIGINAL COPY [NON TRANSFERABLE]

शासनास केलेल्या प्रदानाची पावती RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place... कपकपली... दिनांक/Date... २५/५/२००९

Received from... मे. मिनरल्स अँड मेटल मुंबई इस्टे यांच्याकडून श्री. चोखर आत्माराम गावकर सा. सा. व. नं. १०-११-४

₹./Rs... ५०-११-४ (रुपये/Rupess...)

on account of... भारतीय स्टेट बँक शाखा कपकपली येथील निव्वळ हप्त्याचे दि. २५/५/२००९ रोजी जमा

रोखपाल वा लेखापाल Cashier or Accountant.

PROPER OFFICER (प्र.नाम/Designation) Sub-Registrar Office Kankavli

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

सर्वसा. ११३ भा. Gen 113 me.

मूळ प्रत [अहस्तांतरणीय] ORIGINAL COPY [NON TRANSFERABLE]

शासनास केलेल्या प्रदानाची पावती RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place... कपकपली... दिनांक/Date... १६/३/२००९

Received from... मे. मिनरल्स अँड मेटल मुंबई इस्टे यांच्याकडून हस्त. ४१० विद्यय पाटील

₹./Rs... २१-४-०६/१० (रुपये/Rupess...)

on account of... भारतीय स्टेट बँक शाखा कपकपली येथील निव्वळ हप्त्याचे दि. १६/३/२००९ रोजी जमा केले

रोखपाल वा लेखापाल Cashier or Accountant.

PROPER OFFICER (प्र.नाम/Designation) Sub-Registrar Office Kankavli

दिनांक 9 एप्रिल 2009
जब्त स्टेट यफ जाफ रवाना
माहा राज्यातील येथे जमा केले.

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MODEL FORM OF MINING LEASE

(See rule 31 of the Mineral Concession Rules, 1960)

THIS INDENTURE made this 16th day of March 19 2009

Sub-Registrar Office
Kankavli
PROPER OFFICER

BETWEEN THE GOVERNOR OF MAHARASHTRA (hereinafter referred to as the "State Government" which expression shall where the context so admits be deemed to include the successors and assigns) of the one part and

When the lessee is an individual.

M/s Minerals are Metals, Ashutosh, Near sea Road, Mumbai

(name of person with address and occupation) (hereinafter referred to as "the lessee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns)

When the lessee are more than one individual.

(name of person with address and occupation) and (name of person, with address and occupation) (hereinafter referred to as "the lessees" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns)

When the lessee is a registered firm.

(name and address of partners), son of (name of person) of (name of person) son of (name of person) of (name of person) of (name of person) all carrying on business in partnership under the firm name and style of (name of the firm) registered under the Indian Partnership Act, 1932 (IX of 1932) and having their registered office at (address) in the town of (name of town) (hereinafter referred to as "the licensees" which expression where the context so admits be deemed to include all the said partners their respective heirs, executors, legal representatives and permitted assigns)

When the lessee is a registered company.

(name of company) a company registered under (Act under which incorporated) and having its registered office at (address) (hereinafter referred to as the lessee which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the other part.

WHEREAS the lessee/lessees has/have applied to the State Government in accordance with the Mineral Concession Rules, 1960 (hereinafter referred to as the said Rules) for a mining lease for Iron Ore & Manganese Ore in respect of the lands described in Part I of the Schedule hereunder written and has/have deposited with the State Government the sum of Rs. 10,000/- as security and the sum of Rs. 1000/- for meeting the preliminary expenses for a mining lease and WHEREAS the Central Government has approved the grant of the 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 the lessee/lessees to be paid observed and performed, the State Government (with the approval of the Central Government)* hereby grants and demises unto lessee/lessees.

All those the mines beds/veins seams of Iron Ore & Manganese Ore (here state the mineral or minerals) (hereinafter and in the Schedule referred 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 said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessee/lessees from the 16th day of March 19 2009 or the term of 20 years years thence next ensuing YIELDING AND PAYING

OFFICE OF THE S.I.B-REGISTRAR
KANKAWLI, DIST:-SINDHUDURG
MAH/CCRA/39/YEAR - 2000
1342 SPECIAL REGISTER
165691 MAR 16 2005
R.S. 0021479 PB 013
INDIA STAMP DUTY MAHARASHTRA

*In cases of minerals included in Schedule I of the Mines and Minerals (Regulation and Development) Act, 1957.

therefore unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee/lessees hereby covenants/covenant with the State Government in Part VII of the said Schedule is expressed and the State Government hereby covenants with the lessee/lessees as in Part VIII of the said Schedule as 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

District	Taluka	Village	Survey No.	Area in Hectare
Sindhudurg	Dodamarg	Kalane	57	32.2500 (Area as mentioned in original application and as shown in the map attached with lease deed)

PART I

THE AREA OF THIS LEASE

Location and area of the lease. All that tract of lands situated at ... Iron Ore & Manganese Ore Description of area or areas) ... Tal. Dodamarg ... in (Pargana) in ... the Registration District of ... Sub-District ... and Thana ... bearing Cadastral Survey Nos. 57 containing an area of ... or thereabout delineated on the plan hereto annexed and thereon coloured ... and bounded as follows:--

- On the North by ...
 - On the South by ...
 - On the East by ... and ...
 - On the West by ...
- As shown in enclosed map*

hereinafter referred to as "the said lands".

PART II

LIBERTIES, POWERS AND PRIVILEGES TO BE EXERCISED AND ENJOYED BY THE LESSEE/LESSEES SUBJECT TO THE RESTRICTIONS AND CONDITIONS IN PART III

To enter upon land and search for win work etc. 1. Liberty and power at all times during the term hereby demised to enter upon the said lands and to search for mine bore dig-drill for win work dress process convert carry away and dispose of the said mineral/minerals.

To sink drive and make pits shafts and inclines etc. 2. Liberty and power for or in connection with any of the purposes mentioned in the part to sink drive make maintain and use in the said lands and pits shafts inclines drift levels waterways, airways and other works (and to use maintain deepen or extend an existing works of the like nature in the said lands)

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

To bring and use machinery equipment etc.
Eshwara
PROPER OFFICER
Sub-Registrar Office

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

5. Liberty and power for or in connection with any of the purposes mentioned in this part to quarry and get stone gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such material bricks or tiles.

6. Liberty and power for or in connection with any of the purposes mentioned in this part but subject to the rights of any existing or future leases and with the written permission of Deputy Commissioner /Collector to appropriate and use water from any streams, water-courses, springs or other sources in or open the said lands and to divert step up or dam any such stream 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 so to deprive any cultivated lands villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs. Provided that the lessee/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.

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

8. (a) Liberty and power to enter upon and use a sufficient part of the said lands to beneficiate any ore produced from the said lands and to carry away such beneficiated ore.

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

9. Liberty and power for on in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as provided in clauses (3) of Part III of this Schedule to clear undergrowth and brushwood and to fell and utilise any trees or timber standing or found on the said lands provided that the State Government may ask the lessee/lessees to pay for any trees or timber felled and utilised, by him/them at the rates specified by the Deputy Commissioner/Collector or the State Government.

PART III

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

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

2. Before using for surface operations any land which has not already been used for such operations, the lessee/lessees shall give to Deputy Commissioner/Collector of the District two calendar month's previous notice in writing specifying the name or other description of the situation and the extent of the land proposed to be so used and the purpose for which the same is required and the said land shall not be so used if objection is

OFFICE OF THE SUB-REGISTRAR
 RANKAWALI DISTRICT - SINDHURG
 MAHARAJGARH NEAR - 2000
 INDIA
 STAMP DUTY MAHARAJGARH - SINDHURG
 1783 SPECIAL FERRIS
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issued by the Deputy Commissioner/Collector within two months after the receipt by him of such notice unless the objections so stated shall on reference to the State Government be annulled or waived.

To cut trees in unreserved lands.

3. The lessee/lessees shall not without the express sanction of the Deputy Commissioner/Collector cut down or injure any timber or trees, on the said lands but may without such sanction clear away any brushwood or under-growth which interferes with any operations authorised by these presents. The Deputy Commissioner/Collector or the State Government may require the lessee/lessees to pay for any trees or timber felled and utilised by him/them at the rates specified by the Deputy Commissioner/Collector of the District.

To enter upon reserved forest.

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

No mining operations within 50 metres of public works etc.

5. The lessee/lessees shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 50 metres from any railway line except with the previous written permission of the Railway Administration concerned or from any reservoir, canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Deputy Commissioner, Collector or any other officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 metres shall be measured in the case of railway reservoir or canal horizontally from the outer top of the bank or the outer edge of the cutting as the case may be and in case of a building horizontally from the plinth thereof. In the case of village roads, no working shall be carried on within a distance of 10 metres of the outer edge of the cutting except with the previous permission of the Deputy Commissioner/Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission.

Explanation.—For the purposes of this clause the expression “Railway Administration” shall have the same meaning as it is defined to have in the Indian Railway Act 1890, clause (b) of section 3 of that Act, “Public Road” shall mean a road which has been constructed by artificially surfaced as distinct from a track resulting from repeated use. Village road will include any track shown in the Revenue record as village road.

Facilities for adjoining Government, licences and lessees.

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

PROVIDED THAT no substantial hindrance or interference shall be caused by such holders of licences or leases to the operations of the lessee/lessees under these presents and a fair compensation (as may be mutually agreed upon or in the event of disagreement a may be decided by the State Government) shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reason of the exercise of his liberty.

PART IV

LIBERTIES, POWER AND PRIVILEGES RESERVED TO THE STATE GOVERNMENT

To work other minerals.

1. Liberty and power for the State Government or to any lessee or persons authorised by it in that behalf to enter into and upon the said lands and to search for win work dig gra raise dress process convert and carry away minerals other than the 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 roadway and other works and conveniences as may be deemed necessary or convenient :

The Lessee shall pay the Royalty & Dead Rents in advance for every quarter as follows:

Due Date

- 1st January
- 1st April
- 1st July
- 1st October

For the Quarter

- January to March
- April to June
- July to September
- October to December


LESSOR LESSOR


LESSEE

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

2. Liberty and power for the State Government or any lessee or person authorised by it in that behalf to enter into and upon the said lands and to make upon over or through the same any railways, tramways, roadways or pipelines for any purpose other than those mentioned in Part II of these presents and to get from the said lands stones, gravel earth and other materials for making, maintaining, and repairing such railways, tramways and roads or any existing railways and roads and to go and repass at all times with or without horse, cattle or other animals, carts wagons, carriages, locomotives or other vehicles over or along any such railways, tramways, road lines and other ways for all purposes and as occasion may require, provide that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties powers and privileges of the lessee/lessees under these presents and that fair compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reason or consequence of the exercise by such lessee or person of such liberty and power.

PART V

RENTS AND ROYALTIES RESERVED BY LEASE

1. The lessee shall pay, for every year, except the first year of the lease yearly dead rent as specified in clause 2 of this part in respect of each minerals : To pay dead rent or royalty whichever is greater.

Provided that the lessee shall be liable to pay the dead rent or royalty in respect of each mineral whichever is higher in amount but not both.

2. Subject to the provisions of clause (1) of this Part, during the subsistence of the lease, the lessee/lessees shall pay to the State Government annual dead rent at the following rate/ rates or at such revised rate/rates which may be communicated in writing to the lessee/lessees by the State Government per mineral per hectare of the lands demised and described in Part I of this Schedule :— Rate and mode of payment of dead rent.

Name of Mineral	Dead rent fixed per hectare Rs.	Area of demised land	Dead rent payable Rs.	Total dead rent payable in year Rs.
1. Iron Ore & Manganese	100	32.25.0 H/A	3225	6450 For 1st two years
2. —————	400	32.25.0 H/A	12900	232200 For 3rd year to 20th year
			Total Rs.	2,38,650/-
3.				

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

To be paid every three monthly i.e. On 1st April, 1st July 1st October and 1st January every year

3. Subject to the provisions of clause (1) of this Part, the lessee/lessees shall during subsistence of this lease pay to the State Government at such times and in such manner as the State Government may prescribe royalty in respect of any mineral/minerals removed by him/them from the leased area at the rate for the time being specified in the Second Schedule to the Mines and Minerals (Regulation and Development) Act, 1957 Rate and mode of payment of royalty.

Payment of surface rent and water rate.

4. The lessee/lessees shall pay rent and water rate to the State Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents at the rate of Rs. and Rs. respectively per annum per hectare of the area so occupied or used and so in proportion for any area less than an hectare during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall as far as possible restore the surface land so used to its original condition. Surface rent and water rate shall be paid as hereinbefore detailed in clause (2) PROVIDED THAT no such rent/water rate shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right of access.

Water Rate:
@ Rs. 8/- for first-2 years and @ Rs. 10/- for third year onwards for per 10,000 cubic feet water. (OR As modified as per M.L.R.C. 1960)
@ Rs. 12.50/- from 5th year onward.

PART VI

PROVISIONS RELATING TO THE RENTS AND ROYALTIES

Rent and Royalties to be free from deduction, etc.

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

Mode of computation of royalty.

2. For the purposes of computing the said royalties the lessee/lessees shall keep a correct account of the mineral/minerals produced and despatched. The accounts as well as the weight of the mineral/minerals in stock or in the process of export may be checked by an officer authorised by the Central or State Government.

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

Rates of Royalty schedule attached

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

3. Should any rent, royalty or other sums due to the State Government under the terms and conditions of these presents be not paid by the lessee/lessees within the prescribed time, the same may be recovered on a certificate of such officer as may be specified by the State Government by general or special order, in the same manner as an arrears of land revenue together with simple interest due thereon at the rate of 10 per cent. per annum shall be inserted.

PART VII

THE CONVENANTS OF THE LESSEE/LESSEES

Lessee to pay rents and royalties, taxes, etc.

1. The lessee/lessees shall pay the rent, water rate and royalties reserved by this lease at such times and in the manner provided in the PARTS V and VI of these presents and shall also pay and discharge all taxes, rates, assessment and impositions whatsoever being in the nature of public demands which shall from time to time be charged, assessed or imposed by the authority of the Central and State Governments upon or in respect of the premises and works of the lessee/lessees in common with other premises and works of the like nature except demands for land revenues.

To maintain and keep boundary marks in good order.

2. The lessee/lessees shall at his/their 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. Such marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identification.

To commence operations within a year and work in a workmanlike manner.

3. Unless the State Government for good cause permits otherwise, the lessee/lessees shall commence operation within one year from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for, win, work and develop the said minerals without voluntary intermission in a skillful and workmanlike manner and as prescribed under clause (12) hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops, buildings, structures or other property thereon. For the purpose of this clause operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine

4. The lessee/lessees shall make and pay such reasonable satisfaction and compensation ^{To indemnify all claims.} as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by him/them in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and costs and expenses in connection therewith.

5. The lessee/lessees shall during the subsistence of this lease well and sufficiently secure ^{To secure and keep in good conditions pits, shaft, etc.} and keep open with timber or other durable means all pits, shafts and workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of the State Government round every such pit, shaft or working whether the same is abandoned or not and shall during the same period keep all workings in the said lands except such as may be abandoned accessible free from water and foul air as far as possible.

6. The lessee/lessees shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government, as the case may be any part of the mine, ^{To strengthen and support the mine to necessary extent.} which in its opinion requires such strengthening or support for the safety of any railway, reservoir, canal, road and any other public works or structures.

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

8. The lessee/lessees shall without delay send to the Deputy Commissioner/Collector ^{To report accidents.} a report 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.

9. The lessee/lessees shall report to the State Government the discovery in the leased ^{To report discovery of other minerals.} area of any mineral not specified in the lease within sixty days of such discovery along with full particulars of the nature and position of each such find. If any mineral not specified in the lease is discovered in the lease area, the lessee/lessees shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease is obtained therefor.

10. The lessee/lessees shall at all time during the said term keep or cause to be kept at ^{To keep records and accounts regarding production and employees, etc.} an office to be situated upon or near the said lands correct and intelligible books of accounts which shall contain accurate 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 ores beneficiated or converted (for example coal converted into coke).
- (3) Quantities of the various qualities of the said mineral/minerals sold and exported separately.
- (4) Quantities of the various qualities of the said mineral/minerals otherwise disposed of and the manner and purpose of such disposal.
- (5) The prices and all other particulars of all sales of said mineral/minerals.
- (6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.

(7) Such other facts, particulars and circumstances as the Central or the State Governments may from time to time require and shall also furnish free-of-charge to such officers and at such times as the Central and State Governments may appoint true and correct abstract of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officers as the Central Government or State Government shall in that behalf appoint to enter into and have free access to the said officers for the purpose of examining and inspecting the said books of accounts, plans and records and to make copies thereof and make extract therefrom.

To maintain plans, etc.

11. The lessee/lessees shall at all times during the said term maintain at the mine office correct intelligible up-to-date and complete plans and sections of the mines in the said lands. They shall show all the operations, and workings and all the trenches, pits and drillings made by him/them in the course of operations carried on by him/them under the lease, fault and other disturbances encountered and geological data and all such plans and sections shall be amended and filled up by and from actual surveys to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee/lessees shall furnish free-of-charge to the Central and State Governments true and correct copies of such plans and sections whenever required. Accurate records of all trenches, pits and drillings shall show—

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

(b) Any mineral encountered.

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

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

Act LXVII of 1957.

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

To provide weighing machine.

13. Unless specifically exempted by the State Government the lessee/lessees shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to bank, sold, exported and converted and also the converted products and shall at the close of each day cause the total weights, ascertained by such means of the said minerals, ores products raised, sold, exported and converted during the previous twenty-four hours to be entered in the aforesaid books of accounts. The lessee/lessees shall permit the State Government at all time during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee/lessees. The lessee/lessees shall give days previous notice in writing to the Deputy Commissioner/Collector of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

To allow test of weighing machine.

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

To pay compensation for injury of third parties.

15. The lessee/lessees shall make and pay reasonable satisfaction and compensation for all damage injury or disturbance of person or property which may be done by or on the part of lessee/lessees in exercise of the liberties and power granted by these presents and shall at all times save harmless and keep indemnified the State Government from and against all suits claims and demands which may be brought or made by any person or persons in respect of any such damage injury or disturbance

- A) The lessee shall pay a wage not less than the minimum wage prescribed by the central or state Government from time to time
- B) The lessee shall comply with provision of the Mines Act 1952.
- C) The lessee shall take measures for the protection of environment like planting of trees, reclamation of lands, use of pollution control devices and such other measures as may be prescribed by the central or state Government from time to time at his own expense.
- D) The lessee shall pay compensation to the owner of the land on the date and in the manner laid down in these rules.

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LESSOR

[Signature]
LESSEE

16. The lessee/lessees will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working within the said lands of any minerals not included in this lease and shall at all times afford to the Central and State Governments and to the holders of prospecting licences or mining leases 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 carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage or injury which he/they may sustain by reason or in consequence of the use of such passage by such lessees or holders of prospecting licences.

Not to obstruct working of other minerals.

17. (1) The lessee/lessees shall not, without the previous consent in writing of the State Government,—

(a) assign, sublet, mortgage or in any other manner, transfer the mining lease, or any right, title or interest therein, or

(b) enter into or make any arrangement, contract or understanding whereby the lessee/lessees will or may be directly or indirectly financed to a substantial extent by, or under which the lessee's operations or undertakings will or maybe substantially controlled by, any person or body of persons other than the lessee/lessees:

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

(a) the lessee has furnished an affidavit along with his application for transfer of the mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee;

(b) the transfer of the mining lease is to be made to a person or body directly undertaking mining operations.

(2) Without prejudice to the above provisions, the lessee/lessees may, subject to the condition specified in the proviso to rule 35, of said rules transfer this lease or any right, title or interest therein, to a person holding a certificate of approval and an income-tax clearance certificate from the Income-tax Officer concerned, on payment of a fee of rupee one hundred to the State Government:

Provided that the lessee/lessees shall make available to the transferee, the original or certified copies of all plans of abandoned working in the area and in a belt 65 metres wide surrounding it.

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

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

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

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

Lessee shall deposit any additional amount necessary.

19. Whenever the security deposit of Rs. 1,000/Rs. 500 or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Central or State Government pursuant to the power in hereinafter declared in that behalf the lessee/lessees 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 sum of Rs. 1,000/Rs. 500.

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

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

Right of pre-emption.

21. (a) The State Government shall from time to time and all times during the said term have the right (to be exercised by notice in writing to the lessee/lessees) of pre-emption of the said minerals (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the lessee/lessees and the lessee/lessees shall with all possible expedition deliver all minerals or products or minerals purchased by the State Government under the power conferred by this provision in the quantities at the times in the manner and at the place specified in the notice exercising the said right.]

(b) Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of loading the lessee/lessees shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the State Government shall be satisfied that the delay is due to causes beyond the control of the lessee/lessees.

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption PROVIDED THAT in order to assist in arriving at the said fair market price the lessee/lessees shall if so required furnish to the State Government for the confidential information of the Government particulars of the quantities descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the State Government original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

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

Employment of foreign national.

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

No.MMN-1006/C.R2017/Ind-9 – In exercise of the powers conferred by sub-section (3) of section 10 of the Mines and Minerals (Development and regulation) Act, 1957, Government of Maharashtra is pleased to sanction to M/s Minerals and Metals,34,Ashutosh,Nepeansea Road, Mumbai 400 036 the mining lease for a period of 20 (Twenty) years from the date of mining lease execution for Iron Ore and Manganese Ore in respect of the following area :-

<u>District</u>	<u>Tahsil</u>	<u>Village</u>	<u>Sr. No./ Gat No.</u>	<u>Area in Hect.</u>
Sindhudurg	Dodamarg	Kalne	57	32.25.0
			Total	32.25.0

(A) Royalty at the following rates or the dead rent at the following rate per hectare per annum whichever is greater shall be charged.

Royalty : Iron Ore

(i) limps:

- | | |
|--|-------------------------------|
| (a) with 65 percent Fe content or more | Twenty seven rupees per tonne |
| (b) with 62 percent Fe content or more but less than 65 per cent Fe content. | Sixteen rupees per tonne |
| (c) with less than 62 percent Fe content | Eleven rupees per tonne |

(ii) Fines:

- | | |
|--|---------------------------|
| (a) with 65 percent Fe content or more | Nineteen rupees per tonne |
| (b) with 62 percent Fe content or more but less than 65 per cent Fe content. | Eleven rupees per tonne |
| (c) with less than 62 percent Fe content | Eight rupees per tonne |

- | | |
|--|-----------------------|
| (iii) Concentrates prepared by beneficiation and/or concentration of low grade ore containing 40 per cent Fe or less | Four rupees per tonne |
|--|-----------------------|

Royalty : Manganese Ore:

- | | |
|---------------------|--|
| a)Ore of all grades | Three per cent of sale price on ad valorem basis |
| B)Concentrates | One per cent of sale price on ad valorem basis |


LESSOR


LESSEE

The rates of dead rent applicable to the leases other than those obtained of supply of raw material to the industry owned by the concerned lessee.

(Rates of Dead Rent in Rupees per hectare per annum)

First two years of Lease	3rd Year onwards
100/-	400/-

- 2) Two times the rates specified in under (1) above incase of lease granted for medium value mineral(s).
- 3) Three times the rates specified under (1) above in case of leases granted for high value mineral (s).
- 4) Four times the rates specified under (1) above, in case of leases granted for precious metals and stones.

Note: For the purpose of this Notification-

- (a) "precious metals and stones " means gold, silver, diamond, ruby, sapphire, emerald alexandrite and opal;
- (b) "high value minerals" means semi-precious stones (agate, gem garnet) corundum, copper, lead, zinc, asbestos (chrysotile variety) and mica;
- (c) " medium value minerals " means chromite, manganese ore, kyanite, sillimanite, vermiculite, magnesite, wollastonite, perlite, diaspore, apatite and rock phosphate, fluorite (fluorspar) and barytes.
- (d) "low value minerals" means minerals other than precious metals and stones, high value minerals and medium value minerals.

Provided that the aforesaid rate of royalty payable at the rate for the time being specified in the second schedule to the Mines and Minerals (Development and Regulation) Act, 1957, shall be revised as and when revised by the Government of India and aforesaid rate of dead rent shall revised from time to time as and when revised by the Government of India.

(B) Charging of Royalty in case of minerals subjected to processing. - (1) In case processing of run-of-mine mineral is carried out within the leased area, then, royalty shall be chargeable on the processed mineral removed from the leased area.

(2) In case run-of-mine mineral is removed from the leased area to a processing plant which is located outside the leased area, then, royalty shall be chargeable on the unprocessed run-of-mine mineral and not on the processed product.

(3) Royalty on tailings or rejects.- On removal of tailings or rejects from the leased area for dumping and not for sale or consumption, outside leased areas such tailings or rejects shall not be liable for payment of royalty:

Provided that in case so dumped tailings or rejects are used for sale or consumption on any later date after the date of such dumping, then, such tailings or rejects shall be liable for payment of royalty.


LESSOR


LESSEE

Note : The State Governments May, if necessary, introduce system of advance payment for the purpose of royalty collection and they may also impose any additional conditions in accordance with the law for the time being in force.

- 1) The lessee shall pay the following charges for the surface area used for mining operations.
 - I) Surface rent equal to non-agricultural assessment.
 - II) Water rate at the rate not exceeding land revenue .
 - III) Cesses assessable on the land.
- 2) If any " Prescribed Substance" under Section 2 of the Atomic Energy Act of 1962 is found to occur in the Property under the lease, the lessee shall take further action as required by the provisions of that Act.
- 3) The lease shall be subject to the provisions of the Mines and Minerals (Development and Refulation) Act, 1957 the Mineral Conccssion Rules, 1960 and the Mineral Conservation and Development Rules, 1988 as amended from time to time .
- 4) The lessee shall submit from time to time or when required progress report to the Director of Geology and Mining, Maharashtra State, Nagpur along with analysis and representatives samples of the ores collected during the mining operations.
- 5) The lessee shall employ a qualified Geologist or a mining Engineer after execution of the lease.
- 6) The lessee shall not be entitled, as a matter of right renewal of the lease.
- 7) The lessee should submitted before execution of mining lease, the necessary clearance certificate from the competent authority wherever necessary under the relevant Acts/Rules, including the Forest (Conervation) Act, 1980 & Environment Protection Act, 1986 and Rules, 1986 Environment Impact Assessment Notification 1994 and its subsequent amendments.
- 8) The lessee should submit the consent of the Land Owener before starting mining operations in the area or part there of after execution of the lease deed .


LESSOR


LESSEE

23. If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried or performed by the lessee/lessees be not so carried out or performed within the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessee/lessees shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same and the decisions of the State Government as to such expenses shall be final.

Recovery of expenses incurred by the State Government.

24. The lessee/lessees shall furnish :—

Furnishing of geophysical data.

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

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

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

PART VIII

THE COVENANTS OF THE STATE GOVERNMENT

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

Lessee/lessees may hold and enjoy rights quietly.

2. If in accordance with the provision of clause (4) of Part VII of this Schedule the lessee/lessees shall offer to pay to an occupier of the surface of any part of the said lands compensation for any damage or injury which may arise from the proposed operations of the lessee/lessees and the said occupier shall refuse his consent to the exercise of the right and powers reserved to the State Government and demised to the lessee/lessees by these present and the lessee/lessees shall report the matter to the State Government and shall deposit with it the amount offered as compensation, and if the Central/State Government are satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee/lessees shall have deposited with it such further amount as the State and Central Governments shall consider fair and reasonable the State Government shall order the occupier to allow the lessee/lessees to enter the land and to carry out such operations as may be necessary for the purpose of this lease. In assessing the amount of such compensation the State Government shall be guided by the principles of the Land Acquisition Act.

Acquisition of land of third parties and compensation thereof.

3. Where the mining lease relates to any mineral not specified in Schedule I to the Act it shall be renewable for one period not exceeding the period specified in sub-section (2) of section 8, at the option of the lessee/lessees :

To renew.

Provided that the State Government may be for reasons to be recorded in writing reduce the area applied for.

~~Deleted~~
If the lease is in respect of minerals specified in Schedule I to the Act, renewal will be subject to the prior approval of the Central Government.

If the lessee/lessees be desirous of taking a renewed lease of the premises hereby demised or of any part or parts of them for a further terms from the expiration of the term hereby granted and is otherwise eligible he/they shall prior to the expiration of the last mentioned term give to the State Government six calendar months previous notice in writing and shall pay the rents, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee/lessees to be observed and performed up to the expiration of the term hereby granted. The State Government on receipt of application for renewal, shall consider it in accordance with Rule 28 of

the said rules and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessee/lessees and upon his executing and delivering to the State Government if required a ~~649~~ part thereof execute and deliver to the lessee/lessees a renewed lease of the said premises or part thereof for the further term of years at such rents, rates and royalties and on such terms and subject to such rents, rates and royalties and on such terms and subject to such covenants and agreements, including this present covenant to renew as shall be in accordance with the Mineral Concession Rules 1960, applicable to (name of minerals) on the day next, following the expiration of the term hereby granted.

Liberty to determine the lease.

4. The lessee/lessees may at any time determine this lease by giving not less than 12 calendar months notice in writing to the State Government or to such officer, or authority as the State Government may specify in this behalf and upon the expiration of such notice provided that the lessee/lessees shall upon such expiration render and pay all rents, water rates, royalties, compensation for damages and other moneys which may then be due and payable under these presents to the lessor or any other person or persons and shall deliver these presents to the State Government then this lease and the said term and the liberties, powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the lessor in respect of any of the covenants or agreements contained in these presents.

4-A. The State Government may on an application made by the lessee permit him to surrender one or more minerals from his lease which is for a group of minerals on the ground that deposits of that mineral have since exhausted or depleted to such an extent that it is no longer possible to work the mineral economically, subject to the condition that the lessee—

- (a) makes an application for such surrender of mineral at least six months before,
(b) gives an undertaking that he will not cause any hinderance in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that mineral.

Refund security deposits.

5. On such date as the State Government may elect within 21 calendar months after the determination of this lease or of any renewal thereof, the amount of the security deposit paid in respect of this lease and then remaining in deposit with the State Government and not required to be applied to any of the purposes mentioned in this lease shall be refunded to the lessee/lessees. No interest shall run on the security deposit.

PART IX
GENERAL PROVISIONS

Obstructions to inspection

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

Penalty in case of default in payment of royalty and breach of covenants.

2. If the lessee/lessees or his/their transferee or assignee makes/make any default in payment of rent or water rate or royalty as required by section 9 of the Act or commit a breach of any of the conditions and covenants other than those referred to in current above, in State Government shall give notice to the lessee/lessees requiring him/them to pay the rent, water rate, royalty or remedy the breach, as the case may be within sixty days from the date of receipt of the notice, and if the rent, water rate and royalty are not paid or the breach is not remedied within such period, the State Government may without prejudice to any proceedings that may be taken against him/them, determine the lease and forfeit the whole or part of the security deposit.

Penalty for repeated breaches of covenants.

3. In case of repeated breaches of covenants and agreements by the lessee/lessees for which notice has been given by the State Government in accordance with clauses (1) and (2) aforementioned on earlier occasion, the State Government without giving any further notice, may impose such penalty not exceeding twice the amount of annual dead rent specified in clause (2), Part V.

Handwritten signatures and initials at the bottom of the page.

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

5. The lessee/lessees having first paid and discharged the rents, rates and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clauses (1) and (2) of this part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down and remove for his/their own benefit or any engines, machinery plant, buildings, structures, tramways, railways and other works erection and conveniences which may have been erected set up or placed by the lessee/lessees or in upon the said lands and which the lessee/lessees is/are not bound to deliver to the State Government under clause (20) of Part VII of this schedule and which the State Government shall not desire to purchase.

6. If at the end of six calendar months after the expiration or sooner determination of the said terms under the provisions contained in clause (4) of part VIII of this Schedule become effective there shall remain in or upon the said land, any engines, machinery plant buildings, structures, tramways, railways and other works erections and conveniences or other property which are not required by the lessee/lessees in connection with operations in any other lands held by him/them under prospecting licence or mining lease the same shall if not removed by the lessee/lessees within one calendar month after notice in writing requiring their removal has been given to the lessee/lessees 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 any compensation or to account to the lessee/lessees in respect thereof.

7. Every notice by these presents required to be given to the lessee/lessees shall be given in writing to such person resident on the said lands as the lessee/lessees may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee/lessees by registered post addressed to the lessee/lessees at address recorded in this lease or at such other address in Indian as the lessee/lessees may from 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/lessees and shall not be questioned or challenged by him.

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

9. For the purpose of stamp duty the anticipation royalty from the demised land is Rs. per year.

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

Signed by: *[Signature]*
 District Mining Officer
 Sindkhurd
 18/3/2009

for and on behalf of the Governor/President of India in the presence of
 ① Shri Ravindra Vishnupant Deshpande
 ② Shri Manoj Vinayak Thakur

[Signature]
[Signature]

MINERALS & METALS

KALANE IRON ORE MINE

Village-Kalane, Taluka-Dodamarg District- Sindhudurg, Maharashtra

प्रति.

दिनांक : 13.08.2021

मा. जिल्हा खनीकर्म अधिकारी,

जिल्हा : सिंधुदुर्ग

विषय: . मिनेरल्स अँड मेटल्स यांच्या गाव मौजे कळणे येथील 32.25 हे आर खनीपट्ट्या लगत दिनांक 29/07/2021 रोजी अतीवृष्टी मुळे झालेल्या नैसर्गिक आपत्ती बाबत ग्रामस्थांना अदा केलेल्या नुकसान भरपाईचा तपशील जमा करणे बाबत.

संदर्भ: आपले दिनांक 6/8/2021 रोजीचे नुकसान भरपाई अदा करणे बाबतचे पत्र क्रमांक खानी/डेस्क-17/प्रमु. खनिज/कळणे माईन/दुर्घटना/नु. भ./2021-22/3828.

महाशय,

आपणास कळविण्यात येते की, दिनांक 29/07/2021 रोजी अतीवृष्टी मुळे नैसर्गिक रित्या खानीपट्ट्या लगतची दरड मायनिंग पिट मध्ये कोसळली व त्यामुळे पिट मधील पाण्याच्या पातळीत वाढ होउन त्याच्या दबावाने दक्षिणे कडील बांध फुटून पाण्याच्या विसर्ग झाला. त्यामुळे स्थानिक रहिवाश्यांच्या झालेल्या नुकसानी बाबत आपल्या कार्यालया कडून उपलब्ध करून दिलेल्या यादी प्रमाणे आमच्या कंपनीने ग्रामस्थांना नुकसान भरपाईची रक्कम त्यांच्या बँक खात्यात जमा केलेली आहे त्याचा तपशील या पत्रा सोबत आपल्या माहिती साठी सादर करत आहोत

कळावे,

आपला विश्वासू,

For Minerals & Metals



Mines Manager

प्रत. माहिती साठी सादर.

- 1) मा. जिल्हाधिकारी सिंधुदुर्ग
- 2) मा. उप विभागीय अधिकारी (महसूल) सावंतवाडी
- 3) मा. तहसीलदार, दोडामार्ग

17/8/21
लिपिक

जिल्हाधिकारी कार्यालय
सिंधुदुर्ग

17/08/2021
जिल्हाधिकारी कार्यालय दोडामार्ग

List of payment done:

Sr. no	Name	Bank Account no.	IFSC code	Amount	Date of Payment	UTR Number
1	Laxmikant Daulatrao Desai	303710410000381	BKIDOWAINGB	195,000	11.08.2021	MAHBH21222518891
2	Vilas Parab	303710110001199	BKIDOWAINGB	52,000	12.08.2021	MAHBH21224618511
3	Babal Vithoba Shelke	303710100001272	BKIDOWAINGB	20,000	11.08.2021	MAHBH21222518938
4	Sakharam Dadu Shinde	303710100002226	BKIDOWAINGB	15,000	11.08.2021	MAHBH21222519301
5	Gurunath Pratap Desai	09740000000125	SIDC0001097	32,800	11.08.2021	MAHBH21222518989
6	Sunil Babaji Parab	303710100000741	BKIDOWAINGB	85,000	12.08.2021	MAHBH21224656544
7	Ravindra Sakharam Parab	20063503155	MAHB0000071	25,000	12.08.2021	Interbank transfer
8	Vaishali Namdev Desai	303710410000603	BKIDOWAINGB	100,000	11.08.2021	MAHBH21222519016
9	Dadu Gangaram Shinde	0974000000018	SIDC0001097	57,000	12.08.2021	MAHBH21224630454
10	Pramod Aba Thumbre	303710110001015	BKIDOWAINGB	130,000	12.08.2021	MAHBH21224630580
11	Hazrat Kadar Sayyed	303710100001145	BKIDOWAINGB	50,000	12.08.2021	MAHBH21224629279
12	Shyam Dadu Shinde	097400000000449	HDFC0CSINDC	15,000	11.08.2021	MAHBH21222519272
13	Dashrath Sakharam Parab	097400000001383	SIDC0001097	58,500	11.08.2021	MAHBH21222519117
14	Renu Khanolkar	20118981901	SBIN0013264	395,000	12.08.2021	MAHBR52021081210308155
Sum Total				1,230,300		


 Mines Manager
 Kalane Iron Ore Mine



Translated Copy of Annexure-B

M/S. MINERALS & METALS

At Post Kalane, Taluka Dodamarg, Dist. Sindhudurg, Maharashtra.

Date: 13/08/2021

To,

The District Mining Office,

District Sindhudurg.

Sub: Submitting herewith details of compensation paid to the house owners adjoining to the mining lease 32.25 (Ha) of M/s Minerals & Metals, at village Kalane, Taluka Dodamarg, Dist: Sindhudurg, against the natural calamity dated 29/07/2021 occurred due to heavy rainfall.

Reference: Your later dated 06/08/2021, directing to pay the compensation bearing no. Khani/Desk-17/ Major minerals /Kalane Mine/Accident/ nu. Bh./2021-22/3828

Dear Sir,

This is to inform you that, on 29/07/2021 due to heavy rainfall part of adjoining mountain collapsed in the mining pit, due to that the water level of the pit increased. Due to sudden increase in water level it creates pressure on the surrounding wall of the pit resulting, broken the part of safety wall from the southern side of the pit and rainy water accumulated in side the pit entered into the residential area causing damage to the properties of some villagers.

As per the order passed by you to compensate the losses to the houses of the villagers, as referred above we have transferred compensation amount as provided by you to respective house owners bank accounts through RTGS. The details of UTR numbers is attached herewith for your kind information.

Yours Truly,

For Minerals and Metals

S/d

Mines Manager

Copy to

1. The District Collector Sindhudurg.
2. The Sub Divisional Officer (Revenue) Sawantwadi.
3. The Tahsildar Dodamarg.

T.C.
B/g
Advocate for R-G

MINERALS & METALS

KALANE IRON ORE MINE

Village-Kalane, Taluka-Dodamarg
District- Sindhudurg, Maharashtra

दिनांक :- २२/०९/२०२१

✓ प्रति,
मा. मरपंच
ग्रुप ग्रामपंचायत कळणे-भिकेकोनाळ
ता. दोडामार्ग, जि. सिंधुदुर्ग

संदर्भ :- धवडकी वाडी सार्वजनिक विहीर व सार्वजनिक नळ पाणी पुरवठा योजना गाळ व उपसा

करणेसाठी कामाचे अंदाजपत्रक

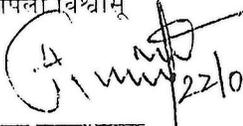
विषय :- आपल्या मागणी अंदाजपत्रकांनुसार रक्कम जमा केल्याचा तपशिल.

महोदय,

वरील विषयानुसार, आपल्या ग्रामपंचायतीकडून मे. मिनरल्स अँड मेटल्स ला दि. २८.०८. २०२१ रोजी धवडकी वाडी सार्वजनिक विहीर व सार्वजनिक नळ पाणी पुरवठा विहिरीतील गाळ व उपसा करणेसाठी अंदाजपत्रक सादर केले होते. त्या अंदाजपत्रका प्रमाणे कंपनीने दि. २१. ०९. २०२१ रोजी आपल्या ग्रामपंचायतीच्या बँक खाते क्रमांक ३०३७१०१००००१७३२ (विदर्भ कॉकण ग्रामीण बँक. शाखा -कळणे) मध्ये रु. १८२१००/- (UTR NO.SBIN221264330932) जमा केले आहेत, याची नोंद घ्यावी.

धन्यवाद

आपला विश्वासू


22/09/2021
खाण व्यवस्थापक

मिनरल्स अँड मेटल्स

प्रत माहितीसाठी -

- १) मा. जिल्हा खनिज अधिकारी, सिंधुदुर्ग
- २) मा.तहसीलदार साहेब, तहसीलदार कार्यालय, दोडामार्ग
- ३) मा. उपविभागाधिकारी वर्ग-१, पंचायत समिती, दोडामार्ग
- ४) मा. उपविभागाधिकारी अभियंता, गा. पा. पु. विभाग, जि. प. सिंधुदुर्ग
- ५) मा. उपअभियंता, ग्रामीण पाणी पुरवठा उपविभाग, मावंतवाडी


ग्रामपंचायत कळणे-भिकेकोनाळ
ता. दोडामार्ग, जि. सिंधुदुर्ग

२२/९/२१

Translated copy of Annexure- C

M/S. MINERALS & METALS

At Post Kalane, Taluka Dodamarg, Dist. Sindhudurg, Maharashtra.

Date: 22/09/2021

To,

The Sarpanch,

Village Panchyat Kalane-Bhike Konal, Tal: Dodamarg, Dist:

Sindhudurg.

Ref: Your quotation for cleaning work of Public well situated at Dhavdki wadi, Kalane.

Sub: Submitting herewith details of amount transferred as per your above referred quotation.

Dear Sir,

This is to inform you that, you have submitted quotation for cleaning work of Public well situated at Dhavdki wadi, Kalane, by your letter dated 28/08/2021.

As per your quotation we have transferred Rs.1,82,100/-to bank account of Village Panchyat bearing account number 303710100001732, Vidarbh Konkan Gramin Bank, Branch Kalane, on 29/09/2021, having UTR No.SBIN221264330932.

Yours Truly,

For Minerals and Metals

S/d

Mines Manager

Copy to

1. The District Mining Officer, Sindhudurg
2. The Tahsildar Dodamarg
3. BDO, Panchayat Samiti, Dodamarg
4. Executive Engineer, Water Supply Department, Sindhudurg
5. Dy. Engineer, Water Supply Department, Sawantwadi

T.C
B&L
Advocate for P-6

प्रताप यशवंत देसाई 44
मु.पो. कुळणे ता. दोड
जि. सिधुदुर्ग (942206)
ता. 16/09/2021

मे.
जिल्हा अधिकारी,
ओरोस, सिधुदुर्ग

विषय - माहे जुलै 29 रोजी कुळणे येथील खनिज
- पट्टामधुन पाण्याचा विस्तार होऊन मुकसान
झालेल्या शेतकऱ्यांचा केलेल्या पंचनामा
बाबत.

सद्य.

आम्ही खाली सही करणारे मूले कुळणे ता. दोडाम
येथील शेतकरी आपल्याला विनंती करते की तारीख 29/08
रोजी कुळणे खनिज पट्टामधुन पाण्याचा विस्तार होऊन आमची
झातवोती, पायबंद, काम बांधवत, नादंड, सुपारीची झाडे, विटिर
तसेच बारामाही वाटपाची तळी, पुर्णतः खनीज दैस्त होऊन
मुकसानी झाली त्या मुकसानीचा पंचनामा श्री अनंत तोंटे
यांनी केला असून तो पुर्ण चुकीचा आहे. सदर पंचनामा
त्याने केले ठिकाणी असून आपल्या मळीतील लोकांचा धोडा
केलेला असून कुमीटिन लोकांना सदर पंचनाम्यात दाखवले
असून किस्तुस्तीती पाहून पंचनामा केलेला नाही तो पुर्ण
खोटा आहे. तरी तो आम्हाला मांडून नसल्यामुळे आम्हांल
शेतकऱ्यांना समवेत होऊन पंचनामा करावा ही विनंती.

प्रत. 1] तहसिलदार दोडामाई
2] जिल्हाअधिकारी ओरोस
3] कृषिअधिकारी ओरोस
4] उप विभागीय कृषिअधिकारी
सावंतवाडी

आपले विश्वासू
मुकसान ब्रस शेतकरी कुळणे

1] प्रताप यशवंत देसाई — Prataap
2] मोहन यशवंत देसाई — Mohan
3] चंद्रकांत यशवंत देसाई — Chandrakant
4] विश्वास फकशेली देसाई — Vishwas
5] यशवंतराव प्रतापराव देसाई — Yashwantrao
6] चंद्रशेखर चंद्रकांत देसाई — Chandrashekhar
7] श्री. समिधा समिर देसाई — Samir
8] दशरत — Dashrat

54 Post
Registered A/D.
16-9-2021

श्री. प्रताप यशवंत देसाई,
मु.पो. कळणे (डबीवाडी),
ता. दोडामार्ग, जि. सिंधुदुर्ग,
दिनांक : २१/१०/२०२१,
मोबा. ९४२२०६१३०३.

प्रति,

मा. व्यवस्थापक,
मे. मिनरल्स अॅण्ड मेटल्स लि,
कळणे-दोडामार्ग.

विषय : दिनांक २१/०७/२०२१ रोजी कळणे येथील खनिज खाण फुटून
पाण्याच्या प्रचंड प्रवाहामुळे घडलेल्या दुर्घटनेसंबंधीच्या पंचनाम्या बाबत.

संदर्भ : गाव कळणे येथील स. नं. ६३-१ व ६०-१-२७ व स. नं. ६२-१, ६२-२
या सामाईक मिळकती बाबत.

महोदय,

वरील विषयांस अनुसरून आपणांस विनंती करण्यात येते की, गाव मौजे कळणे येथील आपल्या खनिज खाणीतील खनिज मिश्रांत पाण्याचा प्रवाह खाण फुटून दिनांक २१/०७/२०२१ रोजी आमच्या शेती बागायतीचे मोठया प्रमाणात नुकसान झाले आहे. यानंतर सदरील घटनेचा पंचनाम करून मा. कृषी अधिकारी दोडामार्ग यांनी तो अहवाल मा. तहसिलदार साहेब दोडामार्ग यांच्या कार्यालया मार्फत मा. जिल्हा खनिकर्म अधिकारी यांच्या कार्यालयात सादर केला होता. वर उल्लेख केलेले स. नं. हे आमच्या कुटूंबाच्या सामाईक मालकीचे आहेत.

दिनांक २१/०७/२०२१ रोजी घडलेल्या घटनेच्या अनुषंगाने पंचनामे करतांना तलाठी सासोली, कृषी सहाय्यक अधिकारी श्री. अनंत शाहू ताटे यांनी प्रत्यक्ष घटनास्थळाची पहाणी न करता आपल्या मजितील लोकांना बरोबर घेवून व फक्त त्यांचाच फायदा कसा करता येईल याच उद्देशाने खोटे पंचनामे करून तसा अहवाल सादर केला आहे. ज्या शेतक-यांचे प्रत्यक्षात नुकसान झाले आहे त्यांना नाममात्र नुकसान भरपाईची रक्कम घातली आहे. त्यामुळे आमचे आर्थिक नुकसान होवून आमच्यावर अन्याय झाला आहे. सदरील पंचनाम्या प्रमाणे मा. खनिकर्म अधिकारी यांनी नुकसानग्रस्त शेतकऱ्यांना पंचनाम्याप्रमाणे नुकसान भरपाई देण्याचा आदेश दिलेला आहे. अशा परिस्थितीत आपण दिनांक ०७/१०/२०२१ रोजी नुकसानग्रस्त शेतकऱ्यांचा बँक खात्यात काही रक्कम जमा केली आहे.

4/19

तलाठी सासोली व कृषी सहा. श्री. अनंत ताटे यांनी चुकीच्या पध्दतीने केलेले पंचनामे आम्हाला मान्य नसल्यामुळे आम्ही तशी तक्रार मा. जिल्हाधिकारी ओरस, मा. तहसिलदार दोडामार्ग, मा. कृषी अधिक्षक ओरस, मा. कृषी अधिकारी दोडामार्ग, मा. उपविभागीय कृषी अधिकारी सावंतवाडी यांचेकडे दिनांक १६/०९/२०२१ रोजी केलेली आहे.

त्यानंतर दिनांक २०/१०/२०२१ रोजी मा. जिल्हाधिकारी सिंधुदुर्ग यांना प्रत्यक्षात भेटून स्वतः निवेदन दिलेले आहे. सदरील निवेदन मी व इतर ५ जणांनी दिलेले असून सदर अर्जावर निर्णय होवून प्रत्यक्ष जागेवर जावून फेर पंचनामे केल्याशिवाय आपण कोणत्याही शेतकऱ्यांना नुकसान भरपाईची रक्कम अदा करू नये अशी नम्र विनंती आहे.

कळावे,

आपला विश्वासू



श्री. प्रताप यशवंत देसाई

सदरील प्रत माहितीसाठी सविनय सादर,

१. मा. जिल्हाधिकारी सिंधुदुर्ग.

२. मा. तहसिलदार दोडामार्ग.

३. मा. खनिकर्म अधिकारी सिंधुदुर्ग.

अर्जदार- श्री. शशिकांत हरिश्चंद्र देसाई,
रा. कळणे, ता. दोडामार्ग, जिल्हा सिंधुदुर्ग.

दिनांक: १८/१०/२०२१

प्रति,

मा. जिल्हाधिकारी, सिंधुदुर्ग,
जिल्हाधिकारी कार्यालय, ओसर, सिंधुदुर्ग

विषय: दिनांक २९/०७/२०२१ रोजी कळणे येथील मे.मिनरल अँड मेटल यांच्या खनिपट्ट्या लगत पाण्याचा विसर्ग होऊन झालेल्या शेतीच्या नुकसानीच्या अनुषंगाने केलेल्या चुकीच्या पंचनाम्या बाबत.

संदर्भ: गाव मौजे कळणे येथील सर्वे नंबर ६०/१/२८, ६०/१/३२, ६०/१/३४, ६०/१/३५, ६०/१/३८, ६१/१०, ६३/१ व ६५/१/३ या मिळकती.

महाशय,

वरील विषयास अनुसरून आपणास विनंती करण्यात येते की, . मिनरल अँड मेटल, यांच्या गाव मौजे कळणे येथील 32.25 हे आर खनिपट्ट्या लगत दिनांक 29/07/2021 रोजी पाण्याचा विसर्ग होऊन झालेल्या नुकसानी बाबत कृषी अधिकारी दोडामार्ग यांनी पंचनामे करून त्यांचा अहवाल मा. तहसिलदार, दोडामार्ग यांच्या कार्यालया मार्फत जिल्हा खनीकर्म अधिकारी यांच्या कार्यालयास सादर केलेला होता.

सदरच्या नुकसानग्रस्त शेत जमिनी मध्ये आमच्या कुटुंबाच्या वरील संदर्भातील वडिलो पार्जित सामाईक शेत जमीनी सामाविष्ट असून सात बारा सदरी माझे वडील श्री. हरिश्चंद्र मुकुंद देसाई, यांच्या नावाची नोंद आहे. माझे वडील हे मयत असून त्यांना आम्ही खालील प्रमाणे कायदेशीर वारस असून आमच्या कुटुंबाचं वारस तपास प्रलंबित आहे.

- १) शशिकांत हरिश्चंद्र देसाई (मुलगा)
- २) राधिका घनशाम भडेकर (मुलगी)
- ३) मिनल मंगेश तुगारे (मुलगी)
- ४) सोनाली मुकुंद देसाई (सून)

अशा परिस्थितीत सदरचे पंचनामे करताना तलाठी ससोली, कृषीसाहाय्यक अधिकारी व ग्राम सेवक कळणे यांनी चुकीच्या पद्धतीने पंचनामे करून आमच्या वडिलांच्या सर्व कायदेशीर वारसांच्या वतीने आमच्या वहीनी सोनाली मुकुंद देसाई यांच्या नावे नुकसान भरपाईची रक्कम निश्चत केली. तसेच नुकसान भरपाईची रक्कम निश्चत करताना अन्य कायदेशीर वारसांना विचारात न घेता चुकीच्या पद्धतीने पंचनामे केलेले आहेत. तसेच झाडांच्या संखेत चुकीच्या पद्धतीने वाढ करून दाखविण्यात आलेला आहे.

तरी सदरच्या अर्जा द्वारे आपणास विनंती करण्यात येते की, तलाठी सासोली, कृषी साहाय्यक अधिकारी व ग्राम सेवक कळणे यांनी चुकीच्या पद्धतीने केलेले पंचनामे रद्द करून, लवकरात लवकर आमच्या समक्ष फेर पंचनामे करण्या बाबत आपल्या कार्यालया कडून आदेश देण्यात यावा अशी नम्र विनंती.

कळावे,

आपला विश्वासू,

अर्जदार



श्री. शशिकांत हरिश्चंद्र देसाई

प्रत,

- १) मा. जिल्हा खनीकर्म अधिकारी सिंधुदुर्ग.
- २) मा. तहसिलदार दोडामार्ग.

अर्जदार : श्री. शशिकांत हरिश्चंद्र देसाई,
रा. कळणे, ता. दोडामार्ग, जिल्हा सिंधुदुर्ग.

दिनांक : १९/१०/२०२१

प्रति,

मा. व्यवस्थापक,
मे. मिनरल्स अँड मेटल्स,
कळणे, ता. दोडामार्ग.

विषय: दिनांक २९/०७/२०२१ रोजी कळणे येथील मे. मिनरल्स अँड मेटल्स यांच्या खनिपट्ट्या लगत पाण्याचा विसर्ग होऊन शेतीच्या झालेल्या नुकसानीच्या अनुषंगाने केलेल्या चुकीच्या पंचनाम्या बाबत.

संदर्भ: गाव मौजे कळणे येथील सर्वे नंबर ६०/१/२८, ६०/१/३२, ६०/१/३४, ६०/१/३५, ६०/१/३८, ६१/१०, ६३/१ व ६५/१/३ या मिळकती.

महाशय,

वरील विषयास अनुसरून आपणास विनंती करण्यात येते की, आपल्या गाव मौजे कळणे येथील खनिपट्ट्या लगत दिनांक 29/07/2021 रोजी पाण्याचा विसर्ग होऊन झालेल्या नुकसानी बाबत कृषी अधिकारी दोडामार्ग यांनी पंचनामे करून त्यांचा अहवाल मा. तहसिलदार, दोडामार्ग यांच्या कार्यालया मार्फत जिल्हा खनीकर्म अधिकारी यांच्या कार्यालयास सादर केलेला होता.

सदरच्या नुकसानग्रस्त शेत जमिनी मध्ये आमच्या कुटुंबाच्या वरील संदर्भातील वडिलो पार्जित सामाईक शेत जमिनी सामाविष्ट असून सात बारा सदरी माझे वडील श्री. हरिश्चंद्र मुकुंद देसाई, यांच्या नावाची नोंद आहे. माझे वडील हे मयत असून त्यांना आम्ही खालील प्रमाणे कायदेशीर वारस असून आमच्या कुटुंबाचं वारस तपास प्रलंबित आहे.

- १) शशिकांत हरिश्चंद्र देसाई (मुलगा)
- २) राधिका घनशाम भडेकर (मुलगी)
- ३) मिनल मंगेश तुगारे (मुलगी)
- ४) सोनाली मुकुंद देसाई (सून

अशा परिस्थितीत सदरचे पंचनामे करताना तलाठी ससोली, कृषी सहाय्यक अधिकारी व ग्राम सेवक कळणे, यांनी चुकीच्या पद्धतीने पंचनामे करून आमच्या वडिलांच्या सर्व कायदेशीर वारसांच्या वतीने आमच्या वहीनी सोनाली मुकुंद देसाई यांच्या नावे नुकसान भरपाईची रक्कम निश्चत केली. तसेच नुकसान भरपाईची रक्कम निश्चत करताना अन्य कायदेशीर वारसांना विचारात न घेता चुकीच्या पद्धतीने पंचनामे केलेले आहेत. तसेच झाडांच्या संखेत चुकीच्या पद्धतीने वाढ करून दाखविण्यात आलेला आहे.

तलाठी सासोली, कृषी साहाय्यक अधिकारी व ग्राम सेवक कळणे यांनी चुकीच्या पद्धतीने केलेले पंचनामे मान्य नसल्या कारणाने सदरचे पंचनामे रद्द होऊन पुन्हा फेर पंचनामे करणे बाबत मी मा. जिल्हाधिकारी, सिंधुदुर्ग यांस विनंती अर्ज पाठविलेला आहे. तरी मा. जिल्हाधिकारी सिंधुदुर्ग यांज कडून सदरच्या अर्जावर निर्णय होई पर्यंत आपण श्रीमती. सोनाली मुकुंद देसाई हिंस कोणत्याही प्रकारचा मोबदला अदा करू नये अशी विनंती.

कळावे,

आपला विश्वासू,

अर्जदार

Shou

श्री. शशिकांत हरिश्चंद्र देसाई

सोबत: मा. जिल्हाधिकारी सिंधुदुर्ग यांस पाठविलेल्या दिनांक १८/१०/२०२१ रोजीच्या विनंती अर्जाची झेरॉक्स प्रत आपल्या माहिती साठी जोडण्यात येत आहे.

Translated Copy of Annexure-D

Pratap Yashwant Desai
V.P. Kalane, Taluka -
Dodamarg, District -
Sindhudurg
(9422061303)
Date: 16/09/2021

To,
The District Collector,
Oros, Sindhudurg.

Sub.: Regarding Panchnama of farmers prepared for damage made due to dissolution of water from mining lease at Kalane on 29 July.

Sir,

We undersigned, farmers at Village - Kalane, Taluka - Dodamarg, requested you that due to dissolution of water from mining lease at Kalane on 29/07/2021, the damage happen to our Paddy farming, Cashew plantation, Coconut, Areca nut trees, well due to demolishing the land of perennial flowing pond. Panchnama of such damage has been prepared by Shri Anant Taate, which is completely wrong. The said Panchmama has been prepared by him as per his wish by sitting at one place and by taking the people. Landless people have been shown in the said Panchnama. Panchnama has not been

prepared by seeing facts, which is completely false. Hence, it is not accepted to us, due to which, it is requested to prepare Panchnama by taking us farmers together.

Copy:-

- 1) Tahsildar Dodamarg.
- 2) Agricultural Superintendent, Oros
- 4) Sub Divisional Agriculture Officer, Sawantwadi.

Yours Sincerely,
Affected Farmers from
Kalane.

1. Pratap Yashwant Desai sd/-
2. Mohan Yashwant Desai sd/-
3. Chandrakant Yashwant Desai sd/-
4. Vishwas Fakroji Desai sd/-
5. Yashwantrao Prataprao Desai sd/-
6. Chandrashekhar Chandrakant Desai sd/-
7. Shri Samidha Samir Desai sd/-
8. Dashrat Sakaram Parab Sd/-

By Post

Registered A/D

16-9-2021

T.C.
B.P.
Advocate for R-6

Shri Pratap Yashwant
Desai, V.P. Kalane
(Dabiwadi), Taluka -
Dodamarg, District -
Sindhudurg
Date: 21-10-2021
Mob. 9422061303

To,
Hon. Manager,
M/s Minerals & Metals Ltd.,
Kalane-Dodamarg.

Sub.: Regarding Panchnama about incident
happened due to strong flow of water
by collapsed of bund at Kalane,
mines on 29/07/2021.

Ref.: In respect of common property of
S.No. 63-1 and 60-1-27 and S.No.
62-1, 62-2 at Village - Kalane.

Sir,

You are requested in pursuance of above
subject that due to flow of mineral mixed
water from your of mine at Village - Kalane,
damage our agricultural land. Thereafter,
after Panchnama of the said incident was
conducted and report was submitted by the
Agriculture Officer to the Tahsil Office
dodamarg then it was forwarded to the
District Mining Officer, sindhudurg. The above
mentioned jointly owned survey numbers of
our properties are included in it.

At the time preparing Panchnama in pursuance of incident happened on 29/07/2021, after preparing false Panchnama by Shri Anant Shahu Taate, Asst. Agriculture Officer, Talathi Sasoli by not visiting the place of incident directly and by taking the people with him as per his wish and by only such purpose that how benefit can be passed to the people of his choice only? The amount of nominal compensation has been mentioned regarding such farmers, who have suffered loss actually. Hence, injustice has been made on use by making us financial loss. The order has been passed by the District Mining Officer on basis of such false Panchnama. In such circumstances, some amount has been deposited by you on 07/10/2021 in the bank account of affected farmers.

We are not agreeing with the Panchnama prepared by Talathi Sasoli and Agriculture Assistant Shri Anant Taate by wrong method, due to which, such complaint has been submitted by us on 16/09/2021 to the District Collector Sindhudurg, The Tahsildar Dodamarg, The Agricultural Superintendent Oras, The Agricultural Officer Dodamarg, The Sub Divisional Agricultural Officer Sawantwadi.

Thereafter, the request has been given on 20/10/2021 by meeting directly to The Collector Sindhudurg. The said request has been given by me and 5 other farmers. It is

humbly requested you not to pay any amount of compensation to any farmers unless the decision of revised Panchnama be taken by the District Collector.

Yours Sincerely,
sd/-

Shri Pratap Yashwant
Desai

Copy for information to:-

1. Hon. District Collector, Sindhudurg.
2. Hon. Tahsildar, Dodamarg.
3. Hon. Mining Officer, Sindhudurg.

T.C.
B.S.
Advocate Bar R-6

Applicant -
Shri Shashikant Harishchandra
Desai, R/o Kalane, Taluka -
Dodamarg, District - Sindhudurg
Date: 18/10/2021

To,
Hon. District Collector,
Collector Office, Oras,
Sindhudurg.

Sub: Regarding wrong Panchnama prepared in pursuance of loss of farming happened due to dissolution of water adjacent of mining lease of M/s Mineral & Metal at Kalane on 29/07/2021.

Ref.: Property bearing Survey No. 60/1/28, 60/1/32, 60/1/34, 60/1/35, 60/1/38, 61/10, 63/1 and 65/1/3 of Village - Kalane.

Sir,

You are requested in pursuance of above subject that after preparing Panchnama by Agricultural Officer Dodamarg regarding loss happened after dissolution of water on 29/07/2021 adjacent of mining lease of Area 32.25 (H.A.) at Village Kalane of Mineral & Metal, the report of the same was submitted in the office of District Mining Officer through the office of Hon. Tahsildar, Dodamarg.

Ancestral common agricultural land of our family as above referred is included in the said list of Panchnama agricultural land. The entry of the name of my father Shri Harishchandra Mukund Desai is on 7/12 abstract. My father is passes away and names of his legal heirs as follows. Process of mutation of our family is pending.

1. Shashikant Harishchandra Desai (Son)
2. Radhika Ghansham Bhadekar (Dau-ghter)
3. Minal Mangesh Tugare (Daughter)
4. Sonali Mukund Desai (Daughter-in-law)

In such circumstances, amount of compensation of our joint family is wrongly awarded on the name of Sonali Mukund Desai on behalf of all legal heirs of our father by Talathi Sasoli, Assistant Agriculture Officer and Gram Sevak Kalane by following wrong method, not considering about other legal heirs at the time deciding amount of compensation. Similarly, number of trees has been shown by increasing by wrong method.

Hence, you are requested to cancel the earlier Panchnam and give order from your office for preparing revised Panchnama in our presence. Kindly do the needful.

Yours Sincerely,

Applicant

sd/-

Shri Shashikant Harishchandra

Desai

Copy to:-

- 1) The District Mining Officer, Sindhu-durg.
- 2) The Tahsildar, Dodamarg.

T.C.
B.K.
Advocate for P.G.

**Applicant -
Shri Shashikant Harishchandra
Desai, R/o Kalane, Taluka -
Dodamarg, District - Sindhudurg
Date: 18/10/2021**

**To,
The Manager,
Minerals and Metals,
At Kalane, Tal: Dodamarg.**

Sub: Regarding wrong Panchnama prepared in pursuance of loss of farming happened due to dissolution of water adjacent of mining lease of M/s Mineral & Metal at Kalane on 29/07/2021.

Ref.: Property bearing Survey No. 60/1/28, 60/1/32, 60/1/34, 60/1/35, 60/1/38, 61/10, 63/1 and 65/1/3 of Village - Kalane.

Sir,

You are requested in pursuance of above subject that after preparing Panchnama by Agricultural Officer Dodamarg regarding loss happened after dissolution of water on 29/07/2021 adjacent of mining lease of Area 32.25 (H.A.) at Village Kalane of Mineral & Metal, the report of the same was submitted in the office of District Mining Officer through the office of Hon. Tahsildar, Dodamarg.

Ancestral common agricultural land of our family as above referred is included in the said list of Panchnama agricultural land. The entry of the name of my father Shri Harishcandra Mukund Desai is on 7/12 abstract. My father is passes away and names of his legal heirs as follows. Process of mutation of our family is pending.

1. Shashikant Harishchandra Desai (Son)
2. Radhika Ghansham Bhadekar (Dau-ghter)
3. Minal Mangesh Tugare (Daughter)
4. Sonali Mukund Desai (Daughter-in-law)

In such circumstances, amount of compensation of our joint family is wrongly awarded on the name of Sonali Mukund Desai on behalf of all legal heirs of our father by Talathi Sasoli, Assistant Agriculture Officer and Gram Sevak Kalane by following wrong method, not considering about other legal heirs at the time deciding amount of compensation. Similarly, number of trees has been shown by increasing by wrong method.

Hence, We have submitted application to the District Collector Sindhudurg, requesting to cancel the earlier Panchnam and give order for preparing revised Panchnama in our presence. We are requesting you that, please do not release any payment further to Sonali Mukund Desai, till our application is decided by the Collector Sindhudurg.

Kindly do the needful.

Yours Sincerely,

Applicant

sd/-

Shri Shashikant Harishchandra
Desai

Encl:-

- 1) Copy of the complaint letter dated 18/10/2021 submitted to the District Collector.

T.C.

BSTy

Advocate for, R-6

MINERALS & METALS

At Post Kalane, Taluka Dodamarg, Dist. Sindhudurg, Maharashtra.

दिनांक: २९.११.२०२१

प्रति,
 मा. जिल्हाधिकारी सिंधुदुर्ग
 जिल्हाधिकारी कार्यालय, सिंधुदुर्गनगरी,
 ता. कुडाळ, जि. सिंधुदुर्ग.

विषय: मा. जिल्हा खनिकर्म अधिकारी यांनी अर्जदार यांचे विरोधात पारीत केलेला दिनांक १२-०८-२०२१ रोजीचा आदेश क्र. खनि/ डेस्क- १७/प्रमु. खनिज/ कळणे माईन्स/ दुर्घटना/ शेती नु.भ./२०२१-२२/३८४१ व दि. २५-०८-२०२१ रोजीचा फेर आदेश क्र. खनि/ डेस्क- १७/प्रमु खनिज/ कळणे माईन्स/ दुर्घटना/ शेती नु.भ./ २०२१-२२/३८८६ ला अनुसरून निवेदन.

महोदय,

मे. मिनरल्स अँड मेटल्स करिता खाण व्यवस्थापक श्री. अमित वासुदेव कायसूरकर वय वर्ष ४०, धंदा नोकरी, रा. पर्रा, बारदेस, गोवा याद्वारे आपणांस निवेदन देतो की,

दिनांक २९-०७-२०२१ रोजी व त्यापूर्वी दोडामार्ग तालुक्यात तसेच कळणे गावात झालेल्या अतिवृष्टीमुळे व त्यामुळे निर्माण झालेल्या नैसर्गिक आपत्तीमुळे अर्जदार चालवत असलेल्या गांव मौजे कळणे येथील ३२.२५ (हे. आर.) क्षेत्राच्या खनीपट्ट्यास लागून उत्तरेकडील डोंगराचा काही भाग खनीपट्ट्यामध्ये कोसळला. सदरच्या कोसळलेल्या डोंगराच्या मातीच्या दबावाने खनीपट्ट्याचा दक्षिणे कडील बांध फुटून खनीपट्ट्यातील पाण्याचा विसर्ग गावाच्या दिशेने झालेला होता.

सदरच्या अतिवृष्टीमुळे घडलेल्या नैसर्गिक आपत्तीस अनुसरून तलाठी सजा सासोली, कृषी सहाय्यक अधिकारी सजा सासोली व ग्रामसेवक कळणे यांनी संयुक्तरित्या पंचनामे करून कळणे ग्रामस्थांच्या झालेल्या घरांच्या नुकसानीबाबत व शेतीच्या नुकसानीबाबत वेगवेगळे अहवाल तहसिलदार दोडामार्ग यांच्या कार्यालयास सादर केलेले होते. सदरचे अहवाल मा. तहसिलदार दोडामार्ग यांनी मा. जिल्हा खनिकर्म अधिकारी सिंधुदुर्ग यांस दिनांक ०५-०८-२०२१ व १२-०८-२०२१ रोजीच्या पत्रासोबत सादर केले होते.

२९/११/२०२१
 लिपिक
 जिल्हाधिकारी कार्यालय
 सिंधुदुर्गनगरी

MINERALS & METALS

At Post Kalane, Taluka Dodamarg, Dist. Sindhudurg, Maharashtra.

मा. तहसिलदार यांनी सादर केलेल्या अहवालाच्या आधारावर मा. जिल्हा खनिकर्म अधिकारी यांनी दोन वेगवेगळे आदेश पारित केले. मा. जिल्हा खनिकर्म अधिकारी यांनी अर्जदार यांच्या विरोधात दिनांक ०६-०८-२०२१ रोजी आदेश पारित करून कळणे ग्रामस्थांच्या झालेल्या घरांच्या नुकसानीबाबत रक्कम रुपये १२,३०,३००/- एवढी रक्कम मा. तहसिलदार यांनी सादर केलेल्या यादीप्रमाणे नुकसानग्रस्त नागरीकांच्या बँक खात्यात जमा करण्याबाबत आदेश पारित केला. सदरच्या मा. जिल्हा खनिकर्म अधिकारी यांच्या आदेशास अनुसरून अर्जदार यांनी दि. १३-०८-२०२१ रोजी सदरची नुकसान भरपाईची रक्कम रु. १२,३०,३००/- ही संबंधित नुकसानग्रस्त ग्रामस्थांच्या बँक खात्यात जमा केलेली आहे.

मा. जिल्हा खनिकर्म अधिकारी यांनी दि. १२-०८-२०२१ रोजी आदेश करून दि. २९-०७-२०२१ रोजी घडलेल्या घटनेस अनुसरून नुकसानग्रस्त शेतकऱ्यांना नुकसान भरपाई पोटी रक्कम रुपये १.३४.६७.७५०/- एवढी रक्कम मा. तहसिलदार दोडामार्ग यांनी उपलब्ध करून दिलेल्या यादीप्रमाणे नुकसानग्रस्त शेतकऱ्यांच्या बँक खात्यात जमा करण्याबाबत अर्जदार यांच्या विरोधात आदेश पारित केला. तसेच सदर आदेशास अनुसरून मे. जिल्हा खनिकर्म अधिकारी यांनी दि. २५-०८-२०२१ रोजी फेर आदेश पारित केला.

सदरचा दि. १२-०८-२०२१ रोजी आदेश पारित करताना मा. जिल्हा खनिकर्म अधिकारी यांनी स्वतः जागेवर जावून वस्तुस्थितीची खात्री न करता केवळ त्यांच्या अपरोक्ष करणेत आलेला तथाकथित पंचनाम्यावर विश्वास ठेवून आदेश पारित केलेला आहे. वादाचा विषय असलेला आदेश ज्या माहिती व पंचनाम्यावर आधारीत काढणेत आला आहे त्या माहितीच्या सत्यते बाबत जिल्हा खनिकर्म अधिकारी यांनी कोणतीच खातरजमा केलेली नाही. सदरचे पंचनामे करत असताना अर्जदार यांना कोणतीही नोटीस काढणेत आलेली नव्हती, तसेच अर्जदार यांनी स्वतः किंवा आपल्या प्रतिनिधीमार्फत हजर राहणे संदर्भात कळविणेत आले नव्हते. त्यामुळे अर्जदार यांचे अपरोक्ष करण्यात आलेले पंचनामे हे पूर्णतः बेकायदेशीर आहेत.

सदर नुकसानग्रस्त जमिनीच्या ७/१२ उतान्यातील पिकपाण्याची नोंद पाहिली असता ७/१२ मधील नमुद पिकाखालील क्षेत्रा पेक्षा पंचनाम्यात नमुद केलेले नुकसान ग्रस्त क्षेत्र यामध्ये फार मोठी तफावत असल्याचे दिसून येते. तसेच पंचनाम्यात नमुद केलेली नुकसान ग्रस्त झाडांच्या नगांची लागवड तेवढ्या क्षेत्रात होऊ शकते किंवा नाही याबाबत मा. जिल्हा खनिकर्म अधिकारी यांनी कोणतीही खात्री केलेली नाही. याबाबत मा. कृषी अधिकारी दोडामार्ग यांचे कार्यालया कडून एक हेक्टर क्षेत्रात काजू, सुपारी, नारळ, साग, फणस या झाडांच्या किती नगांची लागवड होऊ शकते या बाबत माहिती अधिकार अतगत माहिती मागितली असता, कृषी अधिकारी, दोडामार्ग यांचे कडून दिनांक २५/१०/२०२१ रोजीच्या

MINERALS & METALS

At Post Kalane, Taluka Dodamarg, Dist. Sindhudurg, Maharashtra.

उपलब्ध झालेल्या माहितीनुसार नुकसान ग्रस्त क्षेत्रामध्ये दाखविलेली झाडांची लागवड होऊ शकत नाही असे दिसून येते. तसेच सदरची नुकसाभरपाईची रक्कम निश्चित करताना शासनाचे कोणते निकष लावण्यात आलेले आहेत या बाबत कृषी अधिकारी दोडामार्ग यांचे कार्यालयात माहिती अधिकार अंतर्गत माहिती मागितली असता. दिनांक १८/०८/२०२१ रोजी कृषी अधिकारी दोडामार्ग यांनी माहिती उपलब्ध करून नुकसानीची रक्कम निश्चित करताना समितीने नजर अंदाजातून मेश्चीत केल्याचे नमूद केले आहे. यावरून शेतकऱ्यांचे प्रत्यक्षात झालेले नुकसान व समितीने केलेला नजर अंदाज यामध्ये फार मोठी तफावत असल्याचे दिसून येते.

दिनांक २९-०७-२०२१ रोजीच्या घटनेस अनुसरून केलेल्या पंचनाम्यास अनुसरून नुकसान ग्रस्त शेतकऱ्यांपैकी श्री. प्रताप यशवंत देसाई वै. ८ यांनी दिनांक १६-०९-२०२१ रोजी तसेच श्री. शशीकांत हरीशचन्द्र देसाई यांनी दिनांक १९-१०-२०२१ रोजी आपल्या कार्यालयाकडे तक्रार अर्ज देऊन सदरचे पंचनामे हे मे. तलाठी, कृषी अधिकारी व ग्रामसेवक यांनी प्रत्यक्ष नुकसानग्रस्त जागेची पाहणी न करता एका ठिकाणी कळणे येथील आरोग्य केंद्रात बसून केलेले आहेत. सदर पंचनाम्यातील नुकसान भरपाईच्या रक्कमा या आपल्या मर्जीतील लोकांना फायदा करून देण्याच्या उद्देशाने वाढवून दाखविण्यात आलेल्या आहेत असा तक्रार अर्ज दाखल केलेला आहे. तसेच सदरच्या अर्जावर आपल्या कार्यालया कडून कार्यवाही होई पर्यंत कंपनीने कोणत्याही शेतकऱ्यास नुकसान भरपाईची रक्कम अदा करू नये असे कळविले आहे.

अर्जदार यांनी दिनांक २९-०७-२०२१ रोजी घडलेल्या नैसर्गिक आपत्तीच्या अनुषंगाने कळणे ग्रामस्थांच्या झालेल्या शेतीच्या नुकसानी बाबत आपल्या स्तरावर पाहणी करून कंपनीच्या CSR निधीतून नुकसान भरपाई पोटी रक्कम रुपये १६,५५,०००/- एवढी रक्कम दिनांक ०७-१०-२०२१ रोजी NEFT द्वारे निषेधा खाली (Under Protest) तत्वावर नुकसानग्रस्त शेतकऱ्यांच्या बँक खात्यात जमा केलेली आहे. तसेच कळणे धवडकीवाडी येथील सांवेजनिक नळपाणी योजनेच्या विहिरीतील गाळ उपसा करण्याच्या कामासाठी ग्रामीण पाणीपुरवठा विभाग सावंतवाडी यांनी सादर केलेल्या अंदाजपत्रकानुसार रक्कम रुपये १,८२,१००/- हे पाणी पुरवठा विभाग, ग्रामपंचायत कळणे यांच्या बँक खात्यात दिनांक २१-०९-२०२१ रोजी NEFT द्वारे जमा केलेले आहेत.

सबब अर्जदार यांचे वतीने आपणांस विनंती करण्यात येते की, दिनांक २९-०७-२०२१ रोजी कळणे माईन लगत नैसर्गिक आपत्तीमुळे झालेल्या नुकसानी बाबत तज व्यक्ती मार्फत मूल्यमापन होणे आवश्यक आहे. याबाबत आपण डॉ. बाळासाहेब सावंत कोकण कृषी विद्यापीठ, ता. दापोली, जि. रत्नागिरी यांचेकडील अथवा अन्य कोणत्याही कृषीतज व्यक्तीची

MINERALS & METALS

At Post Kalane, Taluka Dodamarg, Dist. Sindhudurg, Maharashtra.

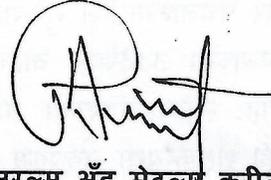
नेमणूक करून झालेल्या नुकसानी बाबत फेरमुल्यांकन करून व सदर नुकसानग्रस्त जागेमध्ये प्रत्यक्षात किती झाडांचे नुकसान झालेले आहे तसेच नुकसान ग्रस्त जागेमध्ये प्रत्यक्षात किती झाडांची लागवड होऊ शकते याबाबतचा अहवाल मागवून त्यानुसार योग्यत्या नुकसान भरपाईचा फेरआदेश करण्यात यावा.

तसेच योग्यत्या कृषीतज्ञ व्यक्तीची नेमणूक केल्यावर नुकसान ग्रस्त जागेची प्रत्यक्ष पहाणी करत असताना त्यासोबत अर्जदार यांचा प्रतिनिधी हजर राहण्यास परवानगी मिळावी.

अर्जदार यांचे कडून येणे प्रमाणे निवेदन देण्यात येत असून आपणा मार्फत लवकरात लवकर योग्य तो निर्णय घेण्यात यावा अशी नम्र विनंती.

ठिकाण : ओरोस

दिनांक : 29/11/2024



मे. मिनरल्स अँड मेटल्स करीता,
खाण व्यवस्थापक श्री. अमित वासुदेव कायसुकर

1. प्रत,
माहिती साठी मा. जिल्हा खनिकर्म अधिकारी, सिंधुदुर्ग यांस सादर.
2. सोबत,
सोबतच्या यादी प्रमाणे कागतपत्रे.

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Translated copy of Annexure - E

M/S. MINERALS & METALS

At Post Kalane, Taluka Dodamarg, Dist. Sindhudurg, Maharashtra

Date: 29/11/2021

To,

Hon. District Collector Sindhudurg,

Collector Office, Sindhudurg

Nagari, Taluka: Kudal,

District : Sindhudurg.

Sub: Request in pursuance of Order No. Min / Desk-17 / Major Mineral / Kalane Mines / Accident / Farm C.S. / 2021-22 / 3841, dated 12/08/2021 and Revised Order No. Min / Desk-17 / Main Mineral / Kalane Mines / Accident / Farming C.S. / 2021-22 / 3886 dated 25/08/2021 passed by Hon. District Mining Officer against Applicant.

Sir,

I, Amit Vasudev Kayasukar, Age – 40 Years, Occupation – Service, R/o Parra, Bardes, Goa, Mines Manager for M/s Minerals & Metals, hereby requested you that,

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Due to heavy rainfall in Village Kalane as well in entire Dodamarg taluka on and before 29/07/2021 incident of natural disaster happened at our mine site and some part of mountain towards North adjacent to mines of the lease area 32.25 (H.R.) at Village – Kalane running by the Applicant was collapsed in mining pit. Due to pressure of collapsed mountain, part of the bund around the southern side of the pit was broken down and rainy water accumulated in pit was spread towards the direction of village.

After preparing Panchnama jointly by Talathi Saja Sasoli, Asst. Agricultural Officer Saja Sasoli and Gram Sevak Kalane in pursuance of natural disaster happened due to said heavy rain, different reports regarding damage of houses and regarding damage of agricultural land were submitted to the office Tahsildar Dodamarg. The said reports were forwarded by Tahsildar Dodamarg to Hon. District Mining Officer Sindhudurg with the letter dated 05/08/2021 and 12/08/2021.

Two separate orders were passed by Hon. District Mining Officer on the basis of reports submitted by Hon. Tahsildar. First order was passed by Hon. District Mining Officer against the Applicant on dated 06/08/2021 and directed applicant to pay the compensation amount of Rs.12,30,300/- in the bank accounts of villagers who's houses were damaged. In pursuance of the said order of Hon. District Mining Officer, the said compensation amount

Rs.12,30,300/- has been deposited by the Applicant on 13/08/2021 in the bank accounts of the concerned villagers affected by loss.

The second order has been passed by Hon. District Mining Officer on dated 12/08/2021 and directed Applicant to deposit the amount Rs.1,34,67,750/- in the bank accounts of '49' farmers who's agricultural land was affected in pursuance of incident happened on 29/07/2021. Similarly, the revised order was passed again on 25/08/2021 by Hon. District Mining Officer in pursuance of said order.

The Order has been passed by Hon. District Mining Officer by keeping belief on so-called Panchnama prepared indirectly to only him by not confirming facts and by not visiting itself at the place by Hon. District Mining Officer at the time passing said Order dated 12-08-2021. The order was passed on the basis of such information and Panchhama and without any kind of confirmation regarding authenticity of such information has not been made by District Mining Officer. While the conducting of the said Panchnama no any kind of notice was given to the Applicant, nor the applicant was informed to remaining present itself or through their representative. Therefore, Panchnama pre-pared indirectly in absence of the Applicant is completely illegal.

While entries of crop (Pik-Pani) in 7/12 Extract of the said land affected by damage was checked, then it appears huge difference in actual

loss of numbers of trees and as numbers of trees mentioned in Panchnama. Similarly, it has not been confirmed anyway by Hon. District Mining Officer in this regard as to whether plantation of such number's of trees is possible in affected area as mentioned in Panchnama. While the information was sought under Right to Information in this regard as to whether how many number of trees of cashew, betel nut, coconut, Tick, Jack fruits can be done in one hectare area from the office of Hon. Agricultural Officer Dodamarg, then it appears that plantation of the trees shown in loss affected area can't be possible as per information available on 25/10/2021 from Agricultural Officer, Dodamarg. Similarly, while the information sought under Right to Information from the office of Agricultural Department Dodamarg, in this regard as to whether which criteria of government policy was applied at the time of deciding the said amount of compensation, The Agricultural Officer Dodamarg in his reply dated 18/08/2021 informed that, estimation of loss was done only through visible estimation of the Committee. While determining from estimate by the committee by deciding the amount of compensation after providing information available by Agricultural Officer on 18/08/2021, from which, big difference appears in the compensation was fixed by the committee and actual damages was caused to the farmers.

In pursuance of Panchnama prepared according to the incident dated 29/07/2021, it has been informed by aggrieved farmers Shri Pratap

Yashwant Desai & ors 8, on 16/09/2021 and by Shri Shashikant Harishcandra Desai on 19/10/2021 by giving complaint application to your office that the said Panchnama has been prepared by Hon. Talathi, Agricultural Officer and Gram Sevak by sitting in Health Center at one place in Kalane and not conducting actual visit to damaged place directly. Such complaint has been submitted that compensation amount in said Panchnama has been shown by increasing the same for purpose to give benefit to people as per their wish. Similarly, it has been informed that any kind of amount of compensation should not be given to any farmer by the company till taking action on the said application from your office.

The self assessed amount Rs. 16,55,000/- has been deposited by the Applicant in the bank accounts of loss affected farmers by NEFT on 07/10/2021 from CSR Fund of the company on the basis of under protest against compensation after survey on their level regarding loss of agriculture happened to farmers of Kalane in pursuance of natural disaster happened on 29/07/2021. Similarly, the amount Rs.1,82,100/- has been deposited by NEFT on 21/09/2021 in the bank account of Water Supply Department, Gram Panchayat Kalane as per estimate submitted by Village Water Supply Department Sawantwadi for the work of sludge removal in the well of Public Tap Water Scheme at Kalane Dhavdakiwadi.

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Hence, you are requested on behalf of Applicant that evaluation is required through expert person regarding actual loss happened to adjacent farmers to Kalane mines due to natural disaster on 29/07/2021. We request you to appoint agricultural specialist person from Dr. Balasaheb Sawant Kokan Agricultural University, Taluka - Dapoli, District Ratnagiri or from any other expert person to access that how many trees have been lost directly in said damaged place and how many trees can be planted directly in damaged place and accordingly be pass revised order of appropriate compensation on basis of the report of the agricultural specialist person. Also permission should be given to Applicant or its representative to remain present with the expert persons.

The request as per above is being given from the Applicant. It is humbly requested to take appropriate decision through you as soon as possible.

Place: Oros

Date: 29/11/2021

sd/-

For M/s Minerals & Metals, Mines Manager
Shri Amit Vasudev Kayasukar

Copy to:-

1. Hon. District Mining Officer, Sindhu-durg, for information.
2. Documents as per list attached with the same.

T. C.
B. S.
Advocate for R-6

Annexure 4 F"

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MINERALS & METALS
KALANE IRON ORE MINE

Village-Kalane, Taluka-Dodamarg
District- Sindhudurg, Maharashtra

दिनांक: ०८/१०/२०२१

प्रति,
मा. जिल्हा खनिकर्म अधिकारी,
जिल्हा: सिंधुदुर्ग, सिंधुदुर्ग नगरी, ओरस.

संदर्भ: गाव मौजे कळणे, तालुका दोडामार्ग येथील मे. मिनरल अँड मेटलस यांच्या खानिपट्ट्या लगत दिनांक २९/०७/२०२१ रोजी नैसर्गिक आपत्ती मुळे झालेल्या शेतीच्या नुकसानी बाबत नुकसाभरपाई देणे साठी मा. जिल्हा खनिकर्म अधिकारी, सिंधुदुर्ग यांच्या कार्यालया कडील १२/०८/२०२१ रोजीचा आदेश क्रमांक. खनि/डेस्क-१७/प्रमू.खनिज/कळणे/नु. भ./२०२१-२२/३८४१ व दिनांक २५/०८/२०२१ रोजीचा फेर आदेश.

विषय: वरील आदेशास अनुसरून कंपनीने निषेधा खाली (Under Protest) तत्वावर केलेल्या पेमेंटचा तपशील सादर करणे बाबत.

महोदया,

वरील संदर्भास अनुसरून आपणास कळविण्यात येते कि, आपण दिलेला वर केलेला आदेश हा चुकीच्या पंचनाम्याच्या आधारेने करण्या आलेला असून तो कंपनीस मान्य नसल्या कारणाने कंपनीने स्वतःच्या अधिकाऱ्यामार्फत नैसर्गिक आपत्ती मुळे झालेल्या नुकसानी बाबत मूल्यांकन करून सदरची कंपनीने निश्चित केलेली नुकसान भरपाईची रक्कम ही कंपनीने दिनांक ०७/१०/२०२१ रोजी निषेधाखाली (under protest) तत्वा वर कंपनीच्या CSR निधितून नुकसानग्रस्त शेेतकऱ्यांच्या बँक खात्यात जमा केली आहे. त्या बाबतचा बँक UTR नंबरचा तपशील आपल्या माहिती साठी या पत्रा सोबत सादर करण्यात येत आहे.

तसेच मा. जिल्हा खानिकर्म अधिकारी यानी देलेला संदर्भ चा आदेश कंपनीस मान्य नसल्या कारणाने त्या विरोधात कंपनी अपील दाखल करत असून त्याची प्रत आपल्या माहिती साठी सादर करण्यात येईल.

कळावे,

आपला विश्वासू

For Minerals and Metals


Mines Manager



प्रत माहिती साठी सादर.

- १) मा. जिल्हाधिकारी, सिंधुदुर्ग.
- २) मा. उप विभागीय अधिकारी महसूल, सावंतवाडी
- ३) मा. तहसिलदार, सावंतवाडी.

Payment Details to Kalane Villagers against Agriculture Compensation

Sr. No.	Trans No	Msg Date	Sender ID	Sender Account No	Beneficiary IFSC	Beneficiary Account No	Beneficiary Name	Amount
1	IBKL211007447617	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100001593	PravinShriramDesai	20000
2	IBKL211007447618	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'09740000002104	SantoshJagdevDesai	20000
3	IBKL211007447619	07-10-21	IBKLONEFT01	'57912010002075	SBIN0000564	'11037611704	VasantiGopaiNaik	20000
4	IBKL211007447620	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100001627	ChandrakaantYashwantDesai	25000
5	IBKL211007447621	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100000614	MohanYashwantDesai	25000
6	IBKL211007447622	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710410000381	LaxmikantDoulatraoDesai	20000
7	IBKL211007447623	07-10-21	IBKLONEFT01	'57912010002075	SBIN0013264	'20118981901	RenuDayeshKhanolkar	27000
8	IBKL211007447624	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100002846	YashodaUdayDesai	45000
9	IBKL211007447625	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100000650	RamakantSuryajiDesai	100000
10	IBKL211007447626	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710110000341	PremiataSuryakaniRane	20000
11	IBKL211007447627	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'09740000002093	RamraoSadashivDesai	100000
12	IBKL211007447628	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100001710	PandurangRajaramDesai	100000
13	IBKL211007447629	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'097400000000314	MansingRajaramDesai	100000
14	IBKL211007447630	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710410000873	JaysingRajaramDesai	100000
15	IBKL211007447631	07-10-21	IBKLONEFT01	'57912010002075	SBIN0000476	'11237413764	BabajiAlmaramDesai	48000
16	IBKL211007447632	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100000698	SabajiShriramDesai	20000
17	IBKL211007447633	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'097400000000383	VishwasFakrojiDesai	100000
18	IBKL211007447634	07-10-21	IBKLONEFT01	'57912010002075	SBIN0009056	'33213314525	VinaayakSadashivDesai	18000
19	IBKL211007447635	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'097400000000996	PratapYashwantDesai	100000
20	IBKL211007447636	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'097400000000211	VinayakNarayanDesai	22000
21	IBKL211007447637	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100001512	NileshTukaramDesai	5000
22	IBKL211007447638	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710110000303	ArjunJaysingDesai	100000
23	IBKL211007447639	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710410000603	VaishaliNamdevDesai	40000
24	IBKL211007447640	07-10-21	IBKLONEFT01	'57912010002075	BAR60MIRARO	'30140100003875	SonaliMukundDesai	42500
25	IBKL211007447641	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100000205	NamdevDeuDesai	5000
26	IBKL211007447642	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'097400000000287	RamakantRavindraDesai	5000
27	IBKL211007447643	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'097400000001782	RamaArjunDesai	5000
28	IBKL211007447644	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001024	'0244000000006214	SanjayLaxmanDesai	3000

29	IBKL211007447645	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100000203	DurgaramLaduDesai	3000
30	IBKL211007447646	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710110001199	VilasJayabaParab	2000
31	IBKL211007447647	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'097400000001857	SadashivBapuDesai	100000
32	IBKL211007447648	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100003846	SanjayTukaramDesai	3000
33	IBKL211007447649	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100002125	PriyankaPramodTumbare	2000
34	IBKL211007447650	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100003582	BhimraoSakharamDesai	75000
35	IBKL211007447651	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100000083	SadashivPundalikDesai	5000
36	IBKL211007447652	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710110001277	Hababiismaikhan	2000
37	IBKL211007447653	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'097400000000007	AnantArjunParab	15000
38	IBKL211007447654	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710110001033	SanjeevaniSantoshParab	5000
39	IBKL211007447655	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'097400000001383	DashrathSakharamParab	5000
40	IBKL211007447656	07-10-21	IBKLONEFT01	'57912010002075	MAHB0000071	'20063603155	RavindraSakharamParab	20000
41	IBKL211007447657	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100001272	BabaiVihobaSheike	3000
42	IBKL211007447658	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'097400000000495	BabajivithalParab	5000
43	IBKL211007447659	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'097400000000018	ManoharFakrojiDesai	150000
44	IBKL211007447660	07-10-21	IBKLONEFT01	'57912010002075	BKID0WAINGB	'303710100001145	HajaralKadarSayyad	5000
45	IBKL211007447661	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'097400000000514	ShriramBalaDesai	3000
46	IBKL211007447662	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001024	'0244000000005063	GanpatDattaramDesai	3500
47	IBKL211007447663	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'097400000000184	DaduGangaramShinde	5000
48	IBKL211007447664	07-10-21	IBKLONEFT01	'57912010002075	SIDC0001097	'097400000000296	PayajShivramDesai	4000
49	IBKL211007447665	07-10-21	IBKLONEFT01	'57912010002075	SBIN0031734	'39836657730	SnehaalNandkishorManjrek ar	4000
TOTAL								1655000

Translated Copy of Annexure- F

M/S. MINERALS & METALS

At Post Kalane, Taluka Dodamarg, Dist. Sindhudurg, Maharashtra.

Date: 08/10/2021

To,

The District Mining Office,

Collector Office, District Sindhudurg.

Ref: Your order dated 12/08/2021, bearing no. Khani/Desk-17/Major minerals/ Kalane Mine/Accident/nu. Bh./2021-22/3841, revised order dated 25/08/2021, directing to pay the compensation to farmers adjoining to the mining lease 32.25 (Ha) of M/s Minerals & Metals, at village Kalane, Taluka Dodamarg, Dist: Sindhudurg, against the natural calamity dated 29/07/2021 occurred due to heavy rainfall.

Sub: Submitting herewith bank UTR details of compensation paid to farmers on “Under protest basis” as per your above referred order.

Dear Sir,

This is to inform you that, order dated 12/08/2021, passed by you is based on wrong panchnamas hence we are not agreeing with it.

We have assessed the damages through our officers and transferred the compensation amount “on under protest basis” in bank accounts of respective farmers on 07/10/2021.

We are submitting herewith bank UTR numbers for your kind information.

Further we are informing you that, we are in process of filling appeal against your above referred order and we will submit its copy to your office shortly.

Yours Truly,

For Minerals and Metals

S/d

Mines Manager

Copy to

1. The District Collector Sindhudurg.
2. The Sub Divisional Officer (Revenue) Sawantwadi.
3. The Tahsildar Dodamarg.

T.C.
B.P.H.
Advocate for R-6

MINERALS & METALS

At Post Kalane, Taluka Dodamarg, Dist. Sindhudurg, Maharashtra.

दिनांक: २५/०१/२०२२

प्रति,
मा. जिल्हा खनिकर्म अधिकारी,
जिल्हाधिकारी कार्यालय, सिंधुदुर्गनगरी,
ओरोस, जि. सिंधुदुर्ग.

संदर्भ: आपल्या कार्यालया कडील दिनांक १२-०८-२०२१ रोजीचा आदेश क्र. खनि/ डेस्क- १७/प्रमु. खनिज/ कळणे माईन्स/ दुर्घटना/ शेती नु.भ./२०२१-२२/३८४१ व दि. २५-०८-२०२१ रोजीचा फेर आदेश क्र. खनि/ डेस्क- १७/प्रमु खनिज/ कळणे माईन्स/ दुर्घटना/ शेती नु.भ./ २०२१-२२/३८८६.

विषय: वरील आदेशास अनुसरून आमच्या कंपनीने नैसर्गिक आपत्ती मुळे कळणे ग्रामस्थांना शेतीच्या झालेल्या नुकसानी बाबत निषेधा खाली (Under Protest) तत्वा वर केलेल्या अतिरीक्त पेमेन्टचा तपशील सादर करणे बाबत.

महोदय,

वरील विषयास अनुसरून आपणास कळविण्यात येते कि, आपण वर संदर्भात नमूद केलेला आदेश हा चुकीच्या पंचनाम्याच्या आधारावर केलेला असून तो कंपनीस मान्य नसल्या कारणाने कंपनीने नैसर्गिक आपत्ती मुळे, कळणे ग्रामस्थांच्या शेतीच्या झालेल्या नुकसानी बाबत, निषेधा खाली (Under Protest) तत्वा वर रुपये १६,५५,०००/- हि रक्कम आपल्या CSR निधीतून दिनांक ०७/१०/२०२१ रोजी शेतकऱ्यांच्या बँक खात्यात जमा करून त्याचा UTR नंबरचा तपशील आपल्या कार्यालयात दिनांक ०८/१०/२०२१ रोजीच्या पत्रा सोबत सादर केलेला होता.



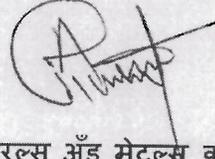
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MINERALS & METALS

At Post Kalane, Taluka Dodamarg, Dist. Sindhudurg, Maharashtra.

तसेच मा. जिल्हाधिकारी सिंधुदुर्ग, यांच्या सुचने नुसार कंपनीने कळणे ग्रामस्थांच्या शेतीच्या झालेल्या नुकसानी बाबत अतिरिक्त रक्कम रुपये १७,४०,०००/- हि रक्कम निषेधा खाली (Under Protest) तत्वा वर शेतकऱ्यांच्या बँक खात्यात दिनांक २४/०१/२०२२ रोजी जमा केलेली असून त्याचा UTR नंबरचा तपशील या पत्रा सोबत आपणास सादर करण्यात येत आहे.

कळावे,
आपला विश्वासू



मे. मिन्स अँड मेटल्स करीता,
खाण व्यवस्थापक श्री. अमित वासुदेव कायसुकर
Mines Manager
Kalane Iron Ore Mine

सोबत: शेतकऱ्यांच्या नावाची यादी व बँक UTR नंबरचा तपशील.

प्रत माहिती साठी सादर.

1. मा. जिल्हाधिकारी, सिंधुदुर्ग यांस.
2. मा. उप विभागीय अधिकारी (महसूल) सावंतवाडी
3. मा. तहसीलदार दोडामार्ग यांस.



PAYMENT DETAILS TO KALANE FARMERS AGAINST AGRICULTURE COMPENSATION 24.01.2022

Sno	Account No.	Amount	Name of Beneficiary	IFS Code	Account No.	UTR No.
1	30969539323	10000	Pravin Shiram Desai	BKIDOWAINGB	303710100001593	SBIN222024472592
2	30969539323	20000	Santosh Jagdev Desai	SIDCC001097	097400000002104	SBIN222024473045
3	30969539323	20000	Vasant Gopal Naik	SBIN0000564	11037611704	
4	30969539323	25000	Chandrikaant Yashwant Desai	BKIDOWAINGB	303710100001627	SBIN222024472930
5	30969539323	25000	Mohan Yashwant Desai	BKIDOWAINGB	303710100000614	SBIN222024472619
6	30969539323	30000	Laxmikant Doulatrao Desai	BKIDOWAINGB	3037104100000381	SBIN222024472934
7	30969539323	30000	Renu Dayesh Khanolkar	SBIN0013264	20118981901	159208849
8	30969539323	55000	Yashoda Uday Desai	BKIDOWAINGB	303710100002846	SBIN222024472626
9	30969539323	100000	Ramakant Suryaji Desai	BKIDOWAINGB	303710100000650	SBIN222024472628
10	30969539323	20000	Prenlata Suryakant Rame	BKIDOWAINGB	303710110000341	SBIN222024472630
11	30969539323	100000	Ramrao Sadashiv Desai	SIDCC001097	097400000002093	SBIN222024472632
12	30969539323	150000	Pandurang Rajaram Desai	BKIDOWAINGB	303710100001740	SBIN222024472635
13	30969539323	150000	Mansing Rajaram Desai	SIDCC001097	097400000000314	SBIN222024472640
14	30969539323	150000	Jaysing Rajaram Desai	BKIDOWAINGB	3037104100000873	SBIN222024472645
15	30969539323	90000	Babaji Atmaram Desai	SBIN00000476	1123741368	
16	30969539323	20000	Sabaji Shiram Desai	BKIDOWAINGB	303710100000698	SBIN222024472647
17	30969539323	100000	Vishwas Farkoji Desai	SIDCC001097	097400000000381	SBIN222024472652
18	30969539323	30000	Vinayak Sadashiv Desai	SBIN0009056	33213314525	159168602
19	30969539323	100000	Pratap Yashwant Desai	SIDCC001097	097400000000996	SBIN222024472655
20	30969539323	20000	Vinayak Narayan Desai	SIDCC001097	097400000000211	SBIN222024472941
21	30969539323	20000	Nilesh Tukaram Desai	BKIDOWAINGB	303710100001512	SBIN222024472660
22	30969539323	150000	Arun Jaysing Desai	BKIDOWAINGB	303710110000303	SBIN222024472661
23	30969539323	40000	Vaishali Namdev Desai	BKIDOWAINGB	3037104100000603	SBIN222024472662
24	30969539323	42500	Sonali Mukund Desai	BARBOMIRARO	301401000003875	
25	30969539323	2000	Namdev Deu Desai	BKIDOWAINGB	303710100000205	SBIN222024474163
26	30969539323	2500	Ramakant Ravindra Desai	SIDCC001097	0974000000000287	SBIN222024472675
27	30969539323	2500	Rama Arjun Desai	SIDCC001097	097400000001782	SBIN222024473186
28	30969539323	1000	Sanjay Laxman Desai	SIDCC001024	024400000006214	SBIN222024473923
29	30969539323	1000	Durgaram Ladu Desai	BKIDOWAINGB	303710100000203	SBIN222024472692
30	30969539323	2000	Vilas Jayba Parab	BKIDOWAINGB	303710110000199	SBIN222024472956
31	30969539323	100000	Sadashiv Babu Desai	SIDCC001097	097400000001857	SBIN222024472697



32	30969539323	2000	Sangay Tukaram Desai	BKID0WAINGB	303710100003846	SBIN222024472700
33	30969539323	2000	Priyanka Pramod Tumbare	BKID0WAINGB	303710100002125	SBIN222024472703
34	30969539323	75000	Bhimrao Sakharan Desai	BKID0WAINGB	303710100003582	SBIN222024472532
35	30969539323	2500	Sadashiv Pundalik Desai	BKID0WAINGB	303710100000063	SBIN222024472905
36	30969539323	2000	Hababi Ismail Khan	BKID0WAINGB	303710110001277	SBIN222024472539
37	30969539323	10000	Anant Arjun Parab	SIDC0001097	097400000000007	SBIN222024472541
38	30969539323	2500	Sanjeevani Santosh Parab	BKID0WAINGB	303710110001033	SBIN222024472544
39	30969539323	2500	Dashrath Sakharan Parab	SIDC0001097	09740000001383	SBIN222024472547
40	30969539323	20000	Ravindra Sakharan Parab	MAHB0000071	20063603155	SBIN222024473900
41	30969539323	1000	Babal Vitthoba Shelke	BKID0WAINGB	303710100001272	SBIN222024472557
42	30969539323	2000	Babaji Vitthal Parab	SIDC0001097	097400000000495	SBIN222024472560
43	30969539323	2500	Hajarat Kadar Sayyad	BKID0WAINGB	303710100001145	SBIN222024472565
44	30969539323	1000	Shriram Bala Desai	SIDC0001097	0974000000000514	SBIN222024472568
45	30969539323	2500	Dadu Gangaram Shinde	SIDC0001024	097400000000184	SBIN222024472914
46	30969539323	2000	Payaji Shivram Desai	SIDC0001097	097400000000296	SBIN222024472574
47	30969539323	2000	Snehal Nandkishor Manjekar	SBIN0031734	39836657730	159168868
		1740000				



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M/S. MINERALS & METALS

At Post Kalane, Taluka Dodamarg, Dist. Sindhudurg, Maharashtra.

Date: 25/01/2022

To,

The District Mining Office,

District Sindhudurg.

Ref: Your order dated 12/08/2021, bearing no. Khani/Desk-17/Major minerals/ Kalane Mine/Accident/nu. Bh./2021-22/3841, revised order dated 25/08/2021, directing to pay the compensation to farmers adjoining to the mining lease 32.25 (Ha) of M/s Minerals & Metals, at village Kalane, TalukaDodamarg, Dist: Sindhudurg, against the natural calamity dated 29/07/2021 occurred due to heavy rainfall.

Sub: Submitting herewith bank UTR details of compensation paid to farmers on “under protest basis” as per your above referred order.

Dear Sir,

This is to inform you that, order dated 12/08/2021, passed by you is based on wrong panchnamas hence we are not agreeing with it.

We have assessed the damages through our officers and collectively transferred Rs.16,55,000/- compensation amount “on under protest basis” in bank accounts of respective farmers on 07/10/2021, throughour CSR fund and already submitted UTR numbers to your office on 08/10/2021.

Further as per the instructions given by The District Collector, on 24/01/2022, we had paid additional amount in second installment total amounting Rs.17,40,000/- collectively in bank accounts of all 49 farmers on “under protest basis”.

We are submitting herewith details of bank UTR numbers for your kind information.

Yours Truly,

For Minerals and Metals

S/d

Mines Manager

Copy to

1. The District Collector Sindhudurg.
2. The Sub Divisional Officer (Revenue) Sawantwadi.
3. The Tahsildar Dodamarg.

T.C.
Bshy
Advocate for R.G

8/C

700
MINERALS & METALS

At Post Kalane, Taluka Dodamarg, Dist. Sindhudurg, Maharashtra.

दिनांक : 18/08/2022

प्रती,

मा. तहसीलदार साहेब,

ता. दोडामार्ग, जि. सिंधुदुर्ग.

संदर्भ: मा. जिल्हा खनिकर्म अधिकारी, यांच्या कार्यालया कडील दिनांक १२-०८-२०२१ रोजीचा आदेश क्र. खनि/ डेस्क- १७/प्रमु. खनिज/ कळणे माईन्स/ दुर्घटना/ शेती नु.भ./२०२१-२२/३८४१ व दि. २५-०८-२०२१ रोजीचा फेर आदेश क्र. खनि/ डेस्क- १७/प्रमु खनिज/ कळणे माईन्स/ दुर्घटना/ शेती नु.भ./ २०२१-२२/३८८६.

विषय: वरील आदेशास अनुसरून आमच्या कंपनीने नैसर्गिक आपत्ती मुळे कळणे ग्रामस्थांना शेतीच्या झालेल्या नुकसानी बाबत अंतिम हप्त्यात दिनांक ०१/०६/२०२२ व दिनांक १२/०८/२०२२ रोजी तडजोडीने केलेल्या पेमेन्टचा तपशील सादर करणे बाबत.

महोदय,

वरील विषयास अनुसरून आपणास कळविण्यात येते कि, मा. जिल्हा खनिकर्म अधिकारी यांनी वर संदर्भात नमूद केलेला आदेश हा चुकीच्या पंचनाम्याच्या आधारावर केलेला असून तो कंपनीस मान्य नसल्या कारणाने कंपनीने नैसर्गिक आपत्ती मुळे, कळणे ग्रामस्थांच्या शेतीच्या झालेल्या नुकसानी बाबत, निषेधा खाली (Under Protest) तत्वा वर रुपये १६,५५,०००/- हि रक्कम कंपनीच्या CSR निधीतून दिनांक ०७/१०/२०२१ रोजी शेतकऱ्यांच्या बँक खात्यात जमा करून त्याचा UTR नंबरचा तपशील आपल्या कार्यालयात दिनांक ०८/१०/२०२१ रोजीच्या पत्रा सोबत सादर केलेला होता.

Sub
18/8/22

701 MINERALS & METALS

At Post Kalane, Taluka Dodamarg, Dist. Sindhudurg, Maharashtra.

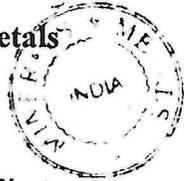
तसेच मा. जिल्हाधिकारी सिंधुदुर्ग, यांच्या सुचने नुसार कंपनीने कळणे ग्रामस्थांच्या शेतीच्या झालेल्या नुकसानी बाबत दुसऱ्या हप्त्यात अतिरिक्त रक्कम रुपये १७,४०,०००/- निषेधा खाली (Under Protest) तत्वा वर शेतकऱ्यांच्या बँक खात्यात दिनांक २४/०१/२०२२ रोजी जमा केले असून त्याचा UTR नंबरचा तपशील आपल्या कार्यालयात दिनांक २५/०१/२०२२ रोजीच्या पत्रा सोबत सादर केलेला होता.

दरम्यानच्या काळात कंपनीने नुकसानग्रस्त शेतकऱ्यांकशी, नुकसानीच्या रकमे बाबत तडजोडीची बोलणी करून काही शेतकऱ्यांना पूर्ण तर काही शेतकऱ्यांना आपापसात तडजोडीने नुकसानीची रक्कम निश्चित करून सादरची रक्कम शेतकऱ्यांच्या बँक खात्यात दिनांक ०१/०६/२०२२ व दिनांक १२/०८/२०२२ रोजी जमा केलेली असून त्याचा UTR नंबरचा तपशील या पत्रा सोबत आपणास सादर करण्यात येत आहे.

नुकसान ग्रस्त '४९' शेतकऱ्या पैकी '३७' शेतकऱ्याशी तडजोड करण्यात आलेली असून उर्वरित शेतकऱ्याशी तडजोडीची प्रक्रिया लवकरात लवकर पूर्ण करण्यात येईल.

कळावे,
आपला विश्वासू

For Minerals and Metals



Authorized Signatory

सोबत: '४९' शेतकऱ्यांच्या नावाची यादी व बँक UTR नंबरचा तपशील.

प्रत माहिती साठी सादर.

1. मा. जिल्हा खनिकर्म अधिकारी, सिंधुदुर्ग यांस.

Kaiane Mud Compensation 3rd Installment 12.08.2022

Sr. No	Name	Bank Name	Bank A/C No	IFSC Code	Govt. Amount	1st Install	2nd Install	3rd Install	3rd Install Date	UTR NO
1	Pravin Shriram Desai	VKGB	303710100001593	BKIDOWAINGB	57500	20000	10000	10000	01.06.2022	SBIN422152585761
2	Santosh Jagdev Desai & 3	SDCC	097400000002104	SIDC0001097	207800	20000	20000	25000	01.06.2022	SBIN522153751121
3	Vasant Gopal Naik	SBI	11037611704	SBIN0000564	86500	20000	20000	50000	12.08.2022	
4	Chandrakaant Yashwant Desai	VKGB	303710100001627	BKIDOWAINGB	127250	25000	25000			
5	Mohan Yashwant Desai	VKGB	303710100000614	BKIDOWAINGB	96250	25000	25000			
6	Laxmikant Doulatrao Desai & 4	VKGB	3037104100000381	BKIDOWAINGB	285650	20000	30000	100000	12.08.2022	SBIN32224242595
7	Renu Dayesh Khanolkar	SBI	20118981901	SBIN0013264	886950	27000	30000			
8	Yashoda Uday Desai & 4	VKGB	303710100002846	BKIDOWAINGB	726750	45000	55000	100000	12.08.2022	SBIN3222424252042
9	Ramakant Suryaji Desai & 2	VKGB	303710100000650	BKIDOWAINGB	521250	100000	100000			
10	Premalata Suryakant Rane & 12	VKGB	303710110000341	BKIDOWAINGB	70200	20000	20000	15000	01.06.2022	SBIN522153753666
11	Ramrao Sadashiv Desai	SDCC	097400000002093	SIDC0001097	789750	100000	100000	100000	12.08.2022	SBIN32224242487777
12	Pandurang Rajaram Desai	VKGB	303710100001740	BKIDOWAINGB	716050	100000	150000	100000	06.06.2022	
13	Mansing Rajaram Desai	SDCC	097400000000314	SIDC0001097	1403250	100000	150000			
14	Jaysing Rajaram Desai & 2	VKGB	303710410000873	BKIDOWAINGB	1076000	100000	150000			
15	Babaji Atmaram Desai & 5	SBI	1123741368	SBIN0000476	320000	48000	90000	10000	12.08.2022	
16	Sabaji Shriram Desai	VKGB	303710100000698	BKIDOWAINGB	167650	20000	20000	50000	12.08.2022	SBIN3222424253121
17	Vishwas Fakroji Desai	SDCC	097400000000381	SIDC0001097	313000	100000	100000			
18	Vinayak Sadashiv Desai & 4	SSI	33213314525	SBIN0009056	600250	18000	30000	75000	12.08.2022	241650245
19	Pratap Yashwant Desai	SDCC	097400000000996	SIDC0001097	186500	100000	100000	Full pay		
20	Vinayak Narayan Desai & 9	SDCC	097400000000211	SIDC0001097	222900	22000	20000	40000	01.06.2022	SBIN522153751893
21	Nilesh Tukaram Desai & 6	VKGB	303710100001512	BKIDOWAINGB	198250	5000	20000	10000	01.06.2022	SBIN422152585762
22	Arijun Jaysing Desai & 4	VKGB	303710110000303	BKIDOWAINGB	936000	100000	150000	300000	12.08.2022	SBIN3222242253105
23	Vaishali Namdev Desai & 4	VKGB	303710410000603	BKIDOWAINGB	689250	40000	40000	100000		
24	Sonali Mukund Desai	BOB	30140100003875	BARBOMIRARO	419750	42500	42500	40000	01.06.2022	SBIN322157916863
25	Namdev Deu Desai & 9	VKGB	303710100000205	BKIDOWAINGB	8000	5000	2000	1000	01.06.2022	SBIN422152585748
26	Ramakant Ravindra Desai & 2	SDCC	097400000000287	SIDC0001097	14000	5000	2500	6500	01.06.2022	SBIN422152586565
27	Rama Arjun Desai & 3	SDCC	097400000001782	SIDC0001097	13000	5000	2500	5000	01.06.2022	SBIN422152586562
28	Sanjay Laxman Desai & 5	SDCC	024400000006214	SIDC0001024	13250	3000	1000	5000	01.06.2022	SBIN422152585759
29	Durgaram Ladu Desai	VKGB	303710100000203	BKIDOWAINGB	6500	3000	1000	2500	01.06.2022	SBIN422152585752

30	Vilas Jayba Parab	VKGB	303710110001199	BKIDOWAINGB	101800	2000	2000	100000	12.08.2022	SBIN322247572040
31	Sadashiv Babu Desai	SDCC	097400000001857	SIDC0001097	704300	100000	100000			
32	Sanjay Tukaram Desai	VKGB	303710100003846	BKIDOWAINGB	8000	3000	2000	4000	01.06.2022	SBIN422152585757
33	Priyanka Pramod Tumhare	VKGB	303710100002125	BKIDOWAINGB	8750	2000	2000	100000	12.08.2022	SBIN322224748778
34	Bhimrao Sakharam Desai	VKGB	303710100003582	BKIDOWAINGB	605500	75000	75000			
35	Sadashiv Pundalik Desai	VKGB	303710100000063	BKIDOWAINGB	7750	5000	2500			
36	Hababi Ismail Khan	VKGB	303710110001277	BKIDOWAINGB	49000	2000	2000			
37	Anant Arjun Parab	SDCC	097400000000007	SIDC0001097	147250	15000	10000	20000	01.06.2022	SBIN522153751900
38	Sanjeevani Santosh Parab	VKGB	303710110001033	BKIDOWAINGB	91000	5000	2500	15000	01.06.2022	SBIN522153755747
39	Dashrath Sakharam Parab & 2	SDCC	097400000001383	SIDC0001097	36250	5000	2500			
40	Ravindra Sakharam Parab	BOMI	20063603155	MAHB0000071	169500	20000	20000	25000	12.08.2021	
41	Babal Vitthoba Shelke	VKGB	303710100001272	BKIDOWAINGB	43250	3000	1000	10000	01.06.2022	SBIN422152586566
42	Babaji Vitthal Parab	SDCC	097400000000495	SIDC0001097	32700	5000	2000	10000	12.08.2022	
43	Manohar Farkroji Desai	SDCC	097400000000018	SIDC0001097	121500	150000	0	Full pay		
44	Hajarat Kadar Sayad	VKGB	303710100001145	BKIDOWAINGB	90500	5000	2500	10000	01.06.2022	SBIN422152585765
45	Shriram Bala Desai	SDCC	097400000000514	SIDC0001097	6500	3000	1000	2500	01.06.2022	SBIN422152585753
46	Ganpat Dattaram Desai	SDCC	0244000000005063	SIDC0001024	3500	3500	0	Full pay		
47	Dadu Gangaram Shinde	SDCC	0974000000000184	SIDC0001097	60250	5000	2500	10000	01.06.2022	SBIN422152586568
48	Payaji Shivram Desai	SDCC	097400000000296	SIDC0001097	7750	4000	2000	2000	12.08.2022	SBIN322224748759
49	Snehal Nandkishor Manjekar	SBI	39836657730	SBIN0031734	13250	4000	2000	5000	01.06.2022	297944519
					13,467,750	1655000	1740000	1458500		

Additional payment for House damages

1	Sunil Babaji Parab	VKGB	303710100000741	BKIDOWAINGB	15000				12.08.2022	SBIN3222247547
2	Sakharam Dadu Shinde	VKGB	303710100002226	BKIDOWAINGB	5000				12.08.2022	SBIN3222247531
3	Shyam Dadu Shinde	SDCC	974000000000449	SIDC0001097	5000				12.08.2022	SBIN3222247547



M/S. MINERALS & METALS

At Post Kalane, Taluka Dodamarg, Dist. Sindhudurg, Maharashtra.

Date: 13/08/2022

To,

The Tahsildar,

Tal: Dodamarg, Dist: Sindhudurg.

Ref: Order of The District Mining Officer, dated 12/08/2021, bearing no. Khani/Desk-17/Major minerals/ Kalane Mine/Accident/nu. Bh./2021-22/3841, revised order dated 25/08/2021, directing to pay the compensation to farmers adjoining to the mining lease 32.25 (Ha) of M/s Minerals & Metals, at village Kalane, Taluka Dodamarg, Dist: Sindhudurg, against the natural calamity dated 29/07/2021 occurred due to heavy rainfall.

Sub: Submitting herewith bank UTR details of compensation paid to farmers on “under protest basis” as per above order.

Dear Sir,

This is to inform you that, order dated 12/08/2021, passed by The District Mining Officer is based on wrong panchnamas hence we are not agreeing with it. On our own assessment on “under protest basis” We have transferred first installment in bank accounts of respective farmers amounting Rs.16,55,000/- on 07/10/2021’

Further as per the instructions of The District Collector, on 24/01/2022, we had transferred second installment collectively amounting Rs.17,40,000/- in bank accounts of all 49 farmers on 24/01/2022.

Meanwhile we have started settlement talk with the aggrieved farmers and completed settlement with ‘24’ farmers as per mutual agreement and final mutually agreed amount has been transferred in respective farmers bank account on 01/06/2022 and 12/08/2022,

through RTGS. We are submitting herewith details of bank UTR numbers for your kind information.

We have completed settlement with '24' farmers out of 49 farmers and the procedure is going ahead for settling the remaining farmers and we hope it will complete at the earliest.

Yours Truly,

For Minerals and Metals

S/d

Mines Manager

Copy to

1. The District Mining Officer Sindhudur.

T.C.
B.P.H.
Advocate for R-6

707
आपसात तडजोडनामा

Annexure - 4B

आम्ही खाली सहया करणारे गाव मौजे कळणे येथील शेतकरी व ग्रामस्थ लिहुन देतो तडजोड नामा की,

गाव मौजे कळणे ता.दोडामार्ग येथील दिनांक २९/०७/२०२१ रोजी कळणे मिनरल मेटेल्स कंपनीचा लोहखनिज पट्टा मधील बांधफुटून पाण्याच्या प्रवाहामुळे आमच्या घरांचे झालेले नुकसान व काजू, बागायती शेती व झाडे वाहुन नुकसान झालेले आहे. सदर नुसानी बाबत मा. जिल्हा खनिज अधिकारी, जिल्हाधिकारी कार्यालय ओरोस यांनी दि. १२/०८/२०२१ रोजी केलेल्या आदेशानुसार प्रशासनाने पंचनामे केलेले आहेत. ते आम्हाला मान्य आहेत. यापुर्वी आम्हाला घराची नुकसान भरपाई (महसुल खाते पंचनामा) पुर्णपणे रक्कम प्राप्त झालेली आहे. व शेती बागायतीची (कृषी विभाग पंचनामा) दोन हप्त्यामध्ये आम्हाला दिनांक ७/१०/२०२१ व दि. २४/०९/२०२२ रोजी अशत : प्राप्त रक्कम प्राप्त झालेली आहे. परंतु पाणी ओसरल्यानंतर घरांना तडे व भेगा पडलेले आहेत. याबाबत प्रशासनास कळविले आहे.

मा. जिल्हा खनिज अधिकारी, जिल्हाधिकारी कार्यालय ओरोस यांच्या नमुद आदेशास मे. मिनरल मेटेल्स कंपनीने मुंबई हाय कोर्टात रिट पीटीशन दाखल केलेले आहे. या दरम्यान उर्वरीत शिल्लक नुकसान भरपाई रक्कम बाबत लोकप्रतिनिधी व कंपनीचे प्रतिनिधी यांच्याबरोबर नुकसानग्रस्त ग्रामस्थाच्या दिनांक ६/०३/२०२२ रोजी झालेल्या बैठकीनुसार आम्हाला देणे असलेली शेतीबागायती, फळझाडे इत्यादी नुकसानीची रक्कम खालीलप्रमाणे तडजोड रक्कमेनुसार आम्ही स्वीकरण्यास तयार आहोत. सदरची रक्कम एक हप्त्यात (एक रक्कमी) आमच्या बँक अकाउंट मध्ये जमा करावी. तसेच दिनांक ६/०३/२०२२ रोजी झालेल्या बैठकीत मान्य केलेल्या अटी प्रमाणे म्हणजेच घरांना पडलेल्या भेगा व तडे यांची रक्कम ठरल्याप्रमाणे अदा करावी वाहुन गेलेली जमीन सपाटीकरण, जमीन मोजणी, जमिनीमधील गटार उपसा, धार्मिक तळी दुरुस्ती व नदीचा गाळ उपसा, सदरची रक्कम मिळाल्यानंतर आम्ही कोणीही शेतकरी व सहहिस्सेदार व वारस प्रशासनाला व कंपनीला दावा करणार नाही. तसेच याबाबत कोणीही न्यायालयात जाणार नाही. म्हणुन आपसात लिहुन दिला तडजोडनामा.

लिहुन देणार

कळणे नुकसानग्रस्त शेतकरी

अ.क्र	गावाचे नाव	नुकसानग्रस्त शेतकऱ्याचे नाव	शेती बागायती फळ झाडे शासकीय पंचनाम्यानुसार नुकसान रक्कम	तडजोड नाम्याप्रमाणे स्विकारण्याची रक्कम(शिल्लक रक्कमेवर	सही
१.	कळणे	श्री बाबल विठोबा शेळके	४३,२५०/-	१०,०००/-	
२.	कळणे	श्री हजरत कदर सय्यद	९०,५०० /-	१७,५००/-	हाफ सय्यद
३.	कळणे	श्री दादू गंगाराम शिंदे	६०,२५० /-	१७,५००/-	

४.	कळणे	श्री. बाबजी आत्माराम देसाई	३,२०,००० /-	१,५४,०००/-	
५.	कळणे	श्री. विनायक नारायण देसाई	२,२२,९०० /-	८२,०००/-	
६.	कळणे	श्री. साबाजी श्रीराम देसाई	१,६७,६५० /-	९०,०००/-	
७.	कळणे	श्री. लक्ष्मीकान्त दौलत देसाई	२,८५,६५० /-	१,५०,०००/-	
८.	कळणे	श्री. संतोष जगदेव देसाई	२,०७,८०० /-	६५,०००/-	
९.	कळणे	श्रीमती यशोदा उदय देसाई	७,२६,७५० /-	२,००,०००/-	
१०.	कळणे	श्री रामराव सदाशिव देसाई	७,८९,७५० /-	३,००,०००/-	
११.	कळणे	श्री. विनायक सदाशिव देसाई	६,००,२५० /-	१,२३,०००/-	
१२.	कळणे	श्री अर्जुन जयसिंग देसाई	९,३६,००० /-	२,००,०००/-	
१३.	कळणे	श्रीम. वैशाली नामदेव देसाई	६,८९,२५० /-	८०,०००/-	
१४.	कळणे	श्रीम. सोनाली मुकुंद देसाई	४,९९,७५० /-	१,२५,०००/-	
१५.	कळणे	श्रीम. प्रेमलता सुर्यकांत राणे	७०,२०० /-	५७,०००/-	
१६.	कळणे	श्री प्रविण श्रीराम देसाई	५७,५०० /-	४०,०००/-	
१७.	कळणे	श्री. निलेश तुकाराम देसाई	१,९८,२५० /-	३५,०००/-	
१८.	कळणे	श्री वसंत गोपाळ नाईक	८६,५०० /-	५०,०००/-	
१९.	कळणे	श्री. अनंत अर्जुन परब	१,४७,२५० /-	४५,०००/-	
२०.	कळणे	श्रीम. संजीवनी संतोष परब	९१,००० /-	२२,५००/-	
२१.	कळणे	श्रीम. स्नेहल नं. मांजरेकर	१३,२५० /-	११,०००/-	
२२.	कळणे	श्री विलास जायबा परब	१,०१,८०० /-	१०४,०००/-	
२३.	कळणे	श्री. बाबाजी विठ्ठल परब	३२,७०० /-	९,०००/-	
२४.	कळणे	श्रीम. प्रियंका प्रमोद टुंबरे	८७५० /-	८,०००/-	

टिप : शासकीय पंचनामा रक्कम वजा कंपनीने अदा केलेली रक्कम = उर्वरीत शिल्लक रक्कम

उर्वरीत शिल्लक रक्कमेवर दिनांक ६/०३/२०२२ च्या बैठकीनुसार तडजोड रक्कम ठरवण्यात आली .

स्थळ : कळणे

दिनांक: ३१/५/२०२२

प्रति,
मा. व्यवस्थापक
मिनरल अँड मेटल्स,
कळणे.

विषय : घरांना पडलेल्या भेगा व तडे यांची रक्कम दिनांक 06/03/2022 रोजी
लोकप्रतिनीधी, शेतकरी, व कंपनी प्रतिनीधी याच्या झालेल्या बैठीकीनुसार,
पत्राद्वारे शेतकऱ्याची यादी

महोदय,

गाव मौजे कळणे ता.दोडामार्ग येथील दिनांक 29/09/2021 रोजी कळणे मिनरल
मेटल्स कंपनीचा लोहखनिज पट्टा मधील बांधफुटून पाण्याच्या प्रवाहामुळे आमच्या घरांना भेगा
व तडे पडलेले आहेत. सदर घरांची पाहणी सार्वजनिक बांधकाम विभाग यांनी केली होती.
परंतु सदर बाबत कुठलीही कारवाई झालेली नाही. व शेतकऱ्यांना रक्कम नुकसान भरपाई
मिळालेली नाही.

सदर विषया संदर्भात दिनांक 6/03/2022 रोजी लोकप्रतिनीधी व कंपनीची प्रतिनीधी
याच्या बरोबर नुकसानग्रस्त शेतकऱ्याच्या झालेल्या बैठकीत असे ठरले होते की, शेतकऱ्यानी
घराच्या तडे भेगांची रक्कम कंपनील कळवावी त्यानुसार कंपनी अदा करेल. सदर रक्कम प्राप्त
झाल्यानंतर या बाबत आम्ही कोणीही शेतकरी, सहहिस्सेदार व वारस प्रशासनाकडे व कोर्टात
तक्रार किंवा दावा करणार नाही. त्यानुसार खालीलप्रमाणे नुकसानग्रस्त शेतकऱ्याची यादी.

अ.क्र	गावाचे नाव	नुकसानग्रस्त शेतकऱ्याचे नाव	रक्कम	सही
१	कळणे (धवडकी)	श्रीम.प्रियंक प्रमोद टुंबरे	१,००,०००/-	प्रियंका प्र. टुंबरे
२	कळणे (धवडकी)	श्री. विलास जायबा परब	१,००,०००/-	विलास जायबा परब
३	कळणे (धवडकी)	श्री. सखाराम दादू शिंदे	५,०००/-	सखाराम दादू शिंदे
४	कळणे (धवडकी)	श्री. शाम दादू शिंदे	५,०००/-	शाम दादू शिंदे
५	कळणे (धवडकी)	श्री. सुनिल बाबाजी परब	१५,०००/-	सुनिल बाबाजी परब

स्थळ : कळणे

दिनांक : 30/4/2022

Translation Copy of Annexure - G

SETTLEMENT AGREEMENT

We the undersigned, resident & farmers of village Kalane, Taluka Dodamarg, District Sindhudurg, do hereby mutually sign settlement agreement with M/s. Minerals and Metals as under.

Due to collapsed of bund around the Mining pit of M/s. Minerals and Metals, water accumulated inside the mining pit was spread towards the agricultural land and damages caused to our houses, Cashew and paddy farm as well the surface of our agricultural land. After the incident Panchnama's was conducted by agricultural department. We have already received compensation amount against damages to our houses from the Minerals and Metals. Also we have received compensation amount against the agricultural loss in two installments from the company on 07/10/2021 and 24/01/2022.

After making enquiries at the office of the District Mining Officer for the balance compensation amount, it came to our knowledge that, M/s. Minerals and Metals, had filed Writ Petition against the order dated 12/08/2021, passed by the District Mining Officer and the matter is under litigation.

Meanwhile our elected representative arranged our meeting with the companies representative, on 06/03/2022, where we mutually agreed to settled the final

balance compensation amount as per attached list herewith on condition that, said amount company should transferred in one installment and also compensate the additional compensation for the cracks went on some houses of us.

Also company have to level the land as its earlier conditions, demarcate the land, remove the soiled which is filled in, repair the well remove the soil from the river.

We further states that, we, our co-owners, or our legal heirs will not going to file any claim against M/s. Minerals and Metals, in any court or will not file any complaints against the Government officials.

Executant

Aggrieved farmers from village Kalane.

Sr. No.	Village Name	Name of Aggrieved farmers	Aggricultural compensation fixed by Govt.	Mutually agreed balance amount	Sign
1	Kalane	Babal Vithoba Shelke	43250	10000	Sd/-
2	Kalane	Hajarat Kadar Sayyad	90500	17500	Sd/
3	Kalane	Dadu Gangaram Shinde	60250	17500	Sd/
4	Kalane	Babaji Atmaram Desai & 5	320000	148000	Sd/
5	Kalane	Vinayak Narayan Desai & 9	222900	82000	Sd/
6	Kalane	Sabaji Shriram Desai	167650	90000	Sd/
7	Kalane	Laxmikant Doulatrao Desai & 4	285650	150000	Sd/

8	Kalane	Santosh Jagdev Desai & 3	207800	65000	Sd/
9	Kalane	Yashoda Uday Desai & 4	726750	200000	Sd/
10	Kalane	Ramrao Sadashiv Desai	789750	300000	Sd/
11	Kalane	Vinayak Sadashiv Desai & 4	600250	123000	Sd/
12	Kalane	Arjun Jaysing Desai & 4	936000	200000	Sd/
13	Kalane	Vaishali Namdev Desai & 4	689250	80000	Sd/
14	Kalane	Sonali Mukund Desai	419750	125000	Sd/
15	Kalane	Premlata Suryakant Rane	70200	57000	Sd/
16	Kalane	Pravin Shriram Desai	57500	40000	Sd/
17	Kalane	Nilesh Tukaram Desai & 6	198250	35000	Sd/
18	Kalane	Vasant Gopal Naik	86500	50000	Sd/
19	Kalane	Anant Arjun Parab	147250	45000	Sd/
20	Kalane	Sanjeevani Santosh Parab	91000	22500	Sd/
21	Kalane	Snehal N. Manjrekar	13250	11000	Sd/
22	Kalane	Vilas Jayba Parab	101800	104000	Sd/
23	Kalane	Babaji Vitthal Parab	32700	9000	Sd/
24	Kalane	Priyanka Pramod Tumbare	8750	8000	Sd/

Date: 31/05/2022

Place: Kalane

T.C.
88/24
Advocate for R.6

Note: Compensation fixed by Government – amount paid by the company in two installment = balance amount. Final amount mutually agreed as per meeting dated 06/06/2022.

Date: 31/05/2022

To,

The Manager,

Minerals and Metals,

Kalane Dodamarg.

Sub: List of house owners who gets additional compensation against the cracks went on some houses as fixed in joint meeting dated 06/03/2022 arrange by elected representative with the companies representative and house owners.

Due to collapsed of bund around the Mining pit of M/s. Minerals and Metals, water accumulated inside the mining pit was spread towards the residential area and damages was caused to our houses, After the incident Panchnama's was conducted by PWD officers, but they have not taken any actions.

Meanwhile our elected representative arranged joint meeting with the companies representative, on 06/03/2022, where it was decided that, house owners shall

inform to company officials about the additional compensation toward the damages and cracks on houses and accordingly company will compensate it.

After receiving the said amount, we or our co-owners, our legal heirs will not going to file any claim against M/s. Minerals and Metals, in any court or will not file any complaints against the Government officials.

List of house owners who received additional compensation as mutually agreed.

Sr. No.	Village Name	Name of Aggrieved House owners	Mutually agreed balance amount	Sign
1	Kalane, Dhavdki	Priyanka Pramod Tumbare	1,00,000	Sd/-
2	Kalane, Dhavdki	Vilas Jayba Parab	100,000	Sd/
3	Kalane, Dhavdki	Sakharam Dadu Shinde	5,000	Sd/
4	Kalane, Dhavdki	Shyam Dadu Shinde	5,000	Sd/
5	Kalane, Dhavdki	Sunil Babaji Parab	15,000	Sd/

Date: 31/05/2022

Place: Kalane

T.C.
B.P.M.
Advocate for R-6

दिनांक २९/०७/२०२१ रोजी अतिवृष्टी मुळे झालेल्या नैसर्गिक आपत्तीने मे. मिनरल्स अँड मेटल्स, यांच्या खनिपट्ट्याचा बांध फुटून पाणी आमच्या कुटुंबाच्या सामाईक शेत जमिनीत गेल्याने जमिनीच्या, तसेच काजू बागायती व शेतीच्या झालेल्या नुकसानी बाबत, प्रशासनाने केलेले पंचनामे मला मान्य व कबूल आहेत. सदरच्या पंचनाम्यास अनुसरून मा. जिल्हा खनीकर्म अधिकारी, यांनी शेतीच्या नुकसानी बाबत दिनांक १२/०८/२०२१ रोजी केलेल्या आदेशास अनुसरून मे. मिनरल्स अँड मेटल्स याज कडून मला दिनांक ७/१०/२०२१ रोजी रक्कम रुपये १,००,०००/- (एक लक्ष मात्र) व दिनांक २४/०१/२०२२ रोजी रुपये १,५०,०००/- (रुपये एक लक्ष पन्नास हजार मात्र) येवढी रक्कम प्राप्त झालेली आहे.

मे. मिनरल्स अँड मेटल्स यांनी जिल्हा खनीकर्म अधिकारी, यांच्या दिनांक १२/०८/२०२१ रोजीच्या आदेशा विरोधात मुंबई उच्च न्यायालयात याचिका दाखल केली असून सदरचा विषय न्यायप्रविष्ट आहे. दरम्यानच्या काळात उर्वरित शिल्लक नुकसान भरपाई बाबत माझी कंपनीच्या प्रतिनिधी सोबत तडजोडी बाबत बैठक होऊन माझ्या हिश्याच्या शिल्लक रकमे पैकी आपापसात तडजोडीने रक्कम रुपये ३,००,०००/- (रुपये तिन लक्ष मात्र) येवढी रक्कम निश्चित करण्यात आलेली असून सदरची रक्कम मला मान्य व कबूल आहे. सदरची रक्कम मे. मिनरल्स अँड मेटल्स, यांच्या वतीने समृद्धा मिनरल्स अँड मेटल्स प्रा. ली. यांनी दिनांक ०६/०६/२०२२ रोजी स्टेट बँक ऑफ इंडिया, बांदा शाखेतील माझ्या बँक खाते नंबर "३३६२१९५८४३१" मध्ये जमा केली असून सदरची रक्कम मला पोहोच झाली आहे.



०२ १२५

अशा प्रकारे मला नुकसान भरपाई पोटी मे. मिनरल्स अँड मेटल्स, याज कडून तडजोडनाम्या नुसार नुकसान भरपाईची रक्कम प्राप्त झालेली असुन, भविष्यात मी किंवा माझे वाली वारस नुकसान भरपाई बाबत कंपनी तसेच प्रशासना विरोधात तक्रार करणार नाहीत. तसेच मे. मिनरल्स अँड मेटल्स, कळणे माईन यांच्या विरोधात कोणत्याही न्यायालयात दावा दाखल करणार नाही, अथवा कोणत्याही प्रकारची तोशीस लागू देणार नाही. म्हणुन आज रोजी लिहून दिला तडजोडनामा.

दिनांक : 06/06/2022

ठिकाण : सावंतवाडी



लिहून देणार.

श्री.पांडुरंग राजाराम देसाई

साक्षीदार

1. अभय पांडुरंग देसाई 
रक्षणारा कळणे

2. उपय गणपत राजिव 
रक्षणारा मळगाव



भारत सरकार



आधार

भारतीय विशिष्ट ओळख प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

Translated copy of Annexure-H

SETTLEMENT AGREEMENT

I Shri. Pandurang Rajaram Desai, resident of village Kalane, Taluka Dodamarg, District Sindhudurg, do hereby mutually sign settlement agreement with M/s. Minerals and Metals as under.

I say that, Due to heavy rainfall and natural calamity portion of bund around the Mining pit of M/s. Minerals and Metals, collapsed and water accumulated inside the mining pit was spread towards the agricultural land and damages caused to our Cashew and paddy farm as well the surface of our agricultural land. After the incident Panchnama's was conducted by agricultural department and on the basis of that panchnama, the District Mining Officer passed order on 12/08/2021 and directed M/s. Minerals and Metals to pay compensation to all aggrieved farmers. As per the order passed by the District Mining Officer, M/s. Minerals and Metals transferred

part amount of Rs.1,00,000/- on 7/10/2021 and Rs.1,50,000/- on 24/01/2022 in my bank account through RTGS.

M/s. Minerals and Metals, had filed Petition against the order dated 12/08/2021,

passed by the District Mining Officer. Since the matter is under litigation. I started settlement talk with the representative of M/s. Minerals and Metals and finally settled my compensation for mutually agreed amount of Rs.3,00,000/- between the company. Accordingly the final agreed amount of Rs.3,00,000/- is transferred to my Bank account No.33621958431, at State Bank of India, Banda Branch, on 06/06/2022.

I further states that, I have received entire amount as per the mutual consented with M/s. Minerals and Metals, hence I don't have any claim against M/s. Minerals and Metals. I further states that, me or my legal heirs will not going to file any claim against M/s. Minerals and Metals, in any court or will not file any complaints against the Government officials.

Sign and executed on this 6th day of June 2022 at Sawantwadi,

Dist: Sindhudurg.

The Executant

Sd/-

Pandurang Rajaram Desai

In the witnesses

1. Abhay Pandurang Desai, Sd/-
Resident of Kalane, Dodamarg.

2. Uday Ganpat Rawool, Sd/-
Resident of Malgaon, Sawantwadi.

T.C.
B.S.
Advocate for R-6