

ಕರ್ನಾಟಕ ವಿಧಾನ ಪರಿಷತ್ತು

ಚುಕ್ಕೆ ಗುರುತಿಲ್ಲದ ಪ್ರಶ್ನೆ ಸಂಖ್ಯೆ	189
ಸದಸ್ಯರ ಹೆಸರು	ಶ್ರೀ ಬಿ.ಜಿ. ಪಾಟೀಲ್(ಸ್ಥಳೀಯ ಸಂಸ್ಥೆಗಳ ಕ್ಷೇತ್ರ)
ಉತ್ತರಿಸಬೇಕಾದ ದಿನಾಂಕ	12.08.2025
ಉತ್ತರಿಸುವ ಸಚಿವರು	ಗಣಿ ಮತ್ತು ಭೂವಿಜ್ಞಾನ ಹಾಗೂ ತೋಟಗಾರಿಕೆ ಸಚಿವರು.

ಕ್ರ. ಸಂ	ಪ್ರಶ್ನೆಗಳು	ಉತ್ತರ
9	ಕಲಬುರಗಿ ಜಿಲ್ಲೆಯ ಚಿತ್ತಾಪುರ ತಾಲ್ಲೂಕಿನ ಕಾಗಿಣಾ ನದಿ ದಡದ ದಂಡೋತಿ, ಭಾಗೋಡಿ ಗ್ರಾಮಗಳ ಖಾಸಗಿ ಪಟ್ಟಾ ಜಮೀನಿನಲ್ಲಿ ಹಾಗೂ ಕಾಗಿಣಾ ನದಿ ಪಾತ್ರ ಸೇರಿ ಒಟ್ಟು 1,35,677 ಚ. ಮೀಟರ್ ಪ್ರದೇಶದಲ್ಲಿ ಅನಧಿಕೃತವಾಗಿ ಮರಳು ಗಣಿಗಾರಿಕೆ ನಡೆಸಿ 2,03,944 ಮೆಟ್ರಿಕ್ ಟನ್ ಮರಳನ್ನು ಅನಧಿಕೃತವಾಗಿ ಸಾಗಾಣಿಕೆ ಮಾಡಿರುವುದು ಸರ್ಕಾರದ ಗಮನಕ್ಕೆ ಬಂದಿದೆಯೇ; ಬಂದಿದ್ದಲ್ಲಿ, ಸಂಬಂಧಿಸಿದವರ ವಿರುದ್ಧ ಕೈಗೊಂಡ ಕ್ರಮಗಳೇನು;	• ಕಲಬುರಗಿ ಜಿಲ್ಲೆಯ ಚಿತ್ತಾಪುರ ತಾಲ್ಲೂಕಿನ ಕಾಗಿಣಾ ನದಿ ದಡದ ದಂಡೋತಿ, ಭಾಗೋಡಿ ಗ್ರಾಮಗಳ ಖಾಸಗಿ ಪಟ್ಟಾ ಜಮೀನಿನಲ್ಲಿ ಹಾಗೂ ಕಾಗಿಣಾ ನದಿ ಪಾತ್ರ ಸೇರಿ ಒಟ್ಟು 1,35,677 ಚ. ಮೀಟರ್ ಪ್ರದೇಶದಲ್ಲಿ ಗುತ್ತಿಗೆ/ಲೈಸನ್ಸ್ ದಾರರು ಗುತ್ತಿಗೆ/ಲೈಸನ್ಸ್ ಪ್ರದೇಶವನ್ನು ಒತ್ತುವರಿ ಮಾಡಿ ಗಣಿಗಾರಿಕೆ ನಡೆಸಿ ಅಂದಾಜು 2,02,237 ಮೆ.ಟನ್ ಖನಿಜವನ್ನು ತೆಗೆದು ಸಾಗಾಣಿಕೆ ಮಾಡಿರುವ ಸಂಬಂಧ ₹.9,28,83,800/- ದಂಡವನ್ನು ವಿಧಿಸಿ ನೋಟೀಸ್ ಜಾರಿ ಮಾಡಲಾಗಿರುತ್ತದೆ. ಈ ಪೈಕಿ ₹.29,64,200/-ಗಳ ದಂಡದ ಮೊತ್ತವನ್ನು ಪಾವತಿಸಿಕೊಳ್ಳಲಾಗಿರುತ್ತದೆ. ಮುಂದುವರೆದು, ಮಾನ್ಯ ಜೆ.ಎಮ್.ಎಫ್.ಸಿ, ಚಿತ್ತಾಪುರ ನ್ಯಾಯಾಲಯ ಚಿತ್ತಾಪೂರ ನಲ್ಲಿ 02 ಖಾಸಗಿ ಫಿರ್ಯಾದಿಗಳನ್ನು ದಾಖಲಿಸಲಾಗಿರುತ್ತದೆ. • ಕಲಬುರಗಿ ಜಿಲ್ಲೆಯ ಚಿತ್ತಾಪೂರ ತಾಲ್ಲೂಕಿನ ದಂಡೋತಿ ಮತ್ತು ಭಾಗೋಡಿ ಗ್ರಾಮಗಳ ವ್ಯಾಪ್ತಿಯ ಪಟ್ಟಾ ಜಮೀನುಗಳಲ್ಲಿ ಮರಳು ಗಣಿಗಾರಿಕೆಗಾಗಿ ಒಟ್ಟು 09 ಲೈಸೆನ್ಸ್ ಹಾಗೂ ಕಾಗಿಣಾ ನದಿ ಪಾತ್ರದಲ್ಲಿ ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಭಿಯಂತರರು KRIDL ರವರಿಗೆ ಒಂದು ಮರಳು ಗುತ್ತಿಗೆಯನ್ನು ಮಂಜೂರು ಮಾಡಲಾಗಿರುತ್ತದೆ.
Ols CTVS		• ಸದರಿ ಮರಳು ಗುತ್ತಿಗೆ/ ಲೈಸನ್ಸ್ ದಾರರು ಗುತ್ತಿಗೆ/ಲೈಸನ್ಸ್ ಮಂಜೂರು ಮಾಡಿದ ದಿನಾಂಕದಿಂದ ಇಲ್ಲಿಯವರೆಗೆ ಒಟ್ಟು 983848.7 ಮೆಟ್ರಿಕ್ ಟನ್ ಮರಳನ್ನು ಸಾಗಾಣಿಕೆ ಮಾಡಿ ₹.7,86,47,919/- ರಾಜಧನ, ₹.78,64,792/- DMF ಹಾಗೂ ₹.3,71,93,735/- ಹೆಚ್ಚುವರಿ ಮೊತ್ತ/ಸರಾಸರಿ ಹೆಚ್ಚುವರಿ ನಿಯತಕಾಲಿಕ ಮೊತ್ತವನ್ನು ಪಾವತಿಸಿ ಖನಿಜ ರವಾನೆ ಪರವಾನಿಗೆಗಳನ್ನು ಪಡೆದು ಮರಳನ್ನು ಸಾಗಾಣಿಕೆ ಮಾಡಿರುತ್ತಾರೆ.
ಆ	ಮರಳು ಗಣಿಗಾರಿಕೆ ಚಟುವಟಿಕೆಗಳನ್ನು ಪರಿಶೀಲಿಸಲು ಮತ್ತು ಮೇಲ್ವಿಚಾರಣೆ ಮಾಡುವ ಕುರಿತು ಸರ್ಕಾರ ಯಾವುದಾದರೂ ಸಮಿತಿ ಯನ್ನು ರಚಿಸಿದೆಯೇ; ರಚಿಸಿದ್ದಲ್ಲಿ ಸಮಿತಿಯ ಕರ್ತವ್ಯಗಳೇನು;	 ಕಎಂಎಂಸಿ ನಿಯಮಗಳು, 1994 ಹಾಗೂ ತಿದ್ದುಪಡಿ ನಿಯಮಗಳು, 2021ರ ನಿಯಮ 31R ರಂತೆ ಮರಳು ಗಣಿಗಾರಿಕೆ ಚಟುವಟಿಕೆಗಳನ್ನು ಮೇಲ್ವಿಚಾರಣೆ ನಡೆಸಲು ಜಿಲ್ಲೆಯ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳ ಅಧ್ಯಕ್ಷತೆಯಲ್ಲಿ ಜಿಲ್ಲಾ ಮರಳು ಸಮಿತಿ ಹಾಗೂ ಉಪವಿಭಾಗಾಧಿಕಾರಿಗಳ ಅಧ್ಯಕ್ಷತೆಯಲ್ಲಿ ತಾಲ್ಲೂಕು ಮರಳು ಸಮಿತಿಯನ್ನು ರಚಿಸಲಾಗಿರುತ್ತದೆ. ಮೇಲ್ಕಂಡ ಸಮಿತಿಯಲ್ಲಿ ಕಂದಾಯ, ಪೂಲೀಸ್, ಅರಣ್ಯ, ಲೋಕೋಪಯೋಗಿ, ಜಿಲ್ಲಾ ಪಂಚಾಯತ್, ಗಣಿ ಮತ್ತು ಭೂವಿಜ್ಞಾನ ಹಾಗೂ ಪ್ರಾದೇಶಿಕ ಸಾರಿಗೆ ಇಲಾಖೆ ಅಧಿಕಾರಿಗಳು ಸದಸ್ಯರುಗಳಾಗಿರುತ್ತಾರೆ. ಸದರಿ ಸಮಿತಿಯ ಪ್ರಮುಖ ಕರ್ತವ್ಯಗಳು ಈ ಕೆಳಕಂಡಂತಿರುತ್ತವೆ:

	 8との
ಇ ಭಾಗೋಡಿ ಗ್ರಾಮದ ವ್ಯಾಪ್ತಿಯ ಕಾಗಿಣಾ ನದಿಯ 40 ಎಕರೆ ಪ್ರದೇಶದಲ್ಲಿ ಮರಳು ಗಣಿಗಾರಿಕೆ ಮಾಡಲು ಕೆ.ಆರ್.ಐ.ಡಿ. ಎಲ್ ಗುತ್ತಿಗೆ ಪಡೆದಿದೆಯೇ; (ಪಡೆದಿದ್ದಲ್ಲಿ	ಗಣಿಗಾರಿಕೆ, ಸಂಗ್ರಹಣೆ ಮತ್ತು ಸಾಗಾಣಿಕೆಯನ್ನು ನಿಯಂತ್ರಿಸಲು ಆಗತ್ಯ ಕ್ರಮ ಕೈಗೊಳ್ಳುವುದು. VI.ಅನಧಿಕೃತ ಗಣಿಗಾರಿಕೆಯಿಂದ ಉಂಟಾದ ಪರಿಸರ ಅಥವಾ ಪರಿಸರ ಹಾನಿಯನ್ನು ನಿರ್ಣಯಿಸಲು ಮತ್ತು ಗುತ್ತಿಗೆ / ಲೈಸೆನ್ಸ್ ದಾರರಿಂದ ಪರಿಸರ ಪರಿಹಾರವನ್ನು ಸಂಗ್ರಹಿಸಲು ಶಿಫಾರಸ್ಸು ಮಾಡುವ ಸಂಬಂಧ ಸ್ವತಂತ್ರ ಸಮಿತಿಯನ್ನು ರಚಿಸುವುದು. VII. ನಿಯಮಗಳು ಮತ್ತು ನಿಬಂಧನೆಗಳನುಸಾರ ಮತ್ತು ಪರಿಸರ ಅನುಮತಿ ಪತ್ರದ ಷರತ್ತುಗಳನುಗುಣವಾಗಿ ಮರಳು ಗಣಿಗಾರಿಕೆ ನಡೆಸುತ್ತಿರುವ ಬಗ್ಗೆ ಮೇಲ್ವಿಚಾರಣೆ ನಡೆಸುವುದು. • ಜಿಲ್ಲಾ ಹಾಗೂ ತಾಲ್ಲೂಕು ಮರಳು ಸಮಿತಿಯ ಸಂಪೂರ್ಣ ಕರ್ತವ್ಯದ ವಿವರಗಳನ್ನು ಅನುಬಂಧ-1ರಲ್ಲಿ ನೀಡಲಾಗಿದೆ. ಕಲಬುರಗಿ ಜಿಲ್ಲೆಯ ಚಿತ್ರಾಪೂರ ತಾಲ್ಲೂಕಿನ ಭಾಗೋಡಿ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ.59, 67 & 16 ರ ಎದುರುಗಡೆ ಕಾಗಿಣಾ ನದಿ ಪಾತ್ರದ 40-00 ಎಕರೆ ಪ್ರದೇಶದಲ್ಲಿ ದಿ:29.04.2021 ರಿಂದ 5 ವರ್ಷಗಳ ಅವಧಿಗೆ ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಭಿಯಂತರರು KRIDL ಉಪ ವಿಭಾಗ-2 ರವರಿಗೆ ಮರಳು ಗಣಿಗುತ್ತಿದೆ.

ಸಂಖ್ಯೆ ಸಿಐ -ಎಂಎಂಎನ್/199/2025

(ಎಸ್.ಎಸ್.ಮಲ್ಲಿಕಾರ್ಜುನ) ಗಣಿ ಮತ್ತು ಭೂವಿಜ್ಞಾನ ಹಾಗೂ ತೋಟಗಾರಿಕೆ ಸಚಿವರು.



ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರ ಅಧಿಕೃತವಾಗಿ ಪ್ರಕಟಿಸಲಾದುದು

ಸಂಪಟ –೧೫೬ Volume - 156 ಬೆಂಗಳೂರು, ಶುಕ್ರವಾರ, ೦೩, ಡಿಸೆಂಬರ್, ೨೦೨೧ (ಮಾರ್ಗಶಿರ, ೧೨, ಶಕವರ್ಷ, ೧೯೪೩) BENGALURU, FRIDAY, 03, DECEMBER, 2021 (MARGASHIRA , 12, SHAKAVARSHA, 1943)

ಸಂಚಿಕೆ ೧೯೨ Issue 192

ಭಾಗ ೪ಎ

ರಾಜ್ಯದ ವಿಧೇಯಕಗಳ ಮತ್ತು ಅವುಗಳ ಮೇಲೆ ಪರಿಶೀಲನಾ ಸಮಿತಿಯ ವರದಿಗಳು, ರಾಜ್ಯದ ಅಧಿನಿಯಮಗಳು ಮತ್ತು ಆಧ್ಯಾದೇಶಗಳು, ಕೇಂದ್ರದ ಮತ್ತು ರಾಜ್ಯದ ಶಾಸನಗಳ ಮೇರೆಗೆ ರಾಜ್ಯ ಸರ್ಕಾರವು ಹೊರಡಿಸಿದ ಸಾಮಾನ್ಯ ಶಾಸನಬದ್ಧ ನಿಯಮಗಳು ಮತ್ತು ರಾಜ್ಯಾಂಗದ ಮೇರೆಗೆ ರಾಜ್ಯಪಾಲರು ಮಾಡಿದ ನಿಯಮಗಳು ಹಾಗೂ ಕರ್ನಾಟಕ ಉಚ್ಛ ನ್ಯಾಯಾಲಯವು ಮಾಡಿದ ನಿಯಮಗಳು

GOVERNMENT OF KARNATAKA

No: CI 344 MMN 2019 (Part-7)

Karnataka Government Secretariat, Vikasa Soudha, Bengaluru, dated 01.12.2021.

NOTIFICATION

In exercise of the powers conferred by section 15 of the Mines and Minerals (Regulation and Development) Act, 1957 (Central Act 67 of 1957), the Government of Karnataka hereby makes the following rules further to amend the Karnataka Minor Mineral Concession Rules, 1994, namely:-

RIILES

- 1. Title and commencement.- (1) These rules may be called the Karnataka Minor Mineral Concession (Amendment) Rules, 2021
 - (2) It shall come into force with effect from 5th day of May 2020.
- **2. Amendment of chapter IV-B.-** In the Karnataka Minor Mineral Concession Rules, 1994 (hereinafter referred to as the said rules) in chapter IV-B for rules 31R to 31-ZB-A and entries relating thereto, the following shall be substituted, namely:-
- "31-R. Permission for quarrying and transportation of ordinary sand in I, II, III, IV, V and VI order stream and de-siltation of dams, reservoirs, barrages and tanks.- (1) There shall be constituted for each district a sand monitoring committee (hereinafter referred as the District sand committee) consisting of the following namely:-

(DEEE)

1	The Deputy Commissioner of the district	Chairman	
2	The Chief Executive officer of the Zilla Panchayat	Member	
3	The Police Commissioner and the Superintendent of	Member	
	Police in-charge of the respective city or district		
4	The Executive Engineer of the Public works	Member	
	Department		
5	The Executive Engineer of the Major Water	Member	
	Resources Department		
6	Executive Engineer of the Minor Irrigation	Member	
	Department		
7	The Deputy Conservator of Forest (Territorial)	Member	
8	The Regional Transport Officer Mem		
9	The Officer in charge of the Karnataka State	Member	
	Pollution Control Board		
10	The Assistant Commissioner of the Revenue sub-	Member	
	division		
11	Tahasildar of the respective taluk	Member	
12	The Deputy Director or Senior Geologist,	Member	
	Department of Mines and Geology	Secretary	

Note: The Chairman of the Committee may invite any officer or any other knowledgeable person on the subject to be a member, depending on the specific issue

Explanation:- For the purpose of this Note, the invitee member shall be a retired Government official or teacher or ex-serviceman or ex-judiciary member.

(2) There shall be a Taluk Sand Monitoring Committee, (hereinafter referred as Taluk Committee) consisting of the following members, namely:-

1	The Assistant Commissioner of the respective	Chairman
	revenue sub-division of the District	a = =
2	The Executive officer of the taluk panchayat	Member
3	The Deputy Superintendent of Police having	Member
	jurisdiction over the taluk	
4	The Assistant Executive Engineer of the Public	Member
	Works Department	a
5	The Assistant Executive Engineer of the Major	Member
	Water Resources Department	
6	The Assistant Executive Engineer of the Minor	Member
	Irrigation Department	
7	The Range Forest Officer of the concerned taluk or	Member
	Range	
8	The Motor vehicle Inspector of the concerned taluk	Member
	of Transport Department	9

9	Concerned Official of the Karnataka State Pollution	Member
	Control Board	a *
10	Concerned Geologist, Department of Mines and	Member
	Geology	
11	Concerned Revenue Inspector of Revenue	Member
	Department	
12	Concerned Panchayat Development Officer or	Member
	Secretary of the concerned sand bearing Gram	1-1
	panchayat	, , ,
13	Tahasildar of the respective taluk	Member
		Secretary

Note: The Chairman of the committee may invite any officer or any other knowledgeable person on the subject to be a member, depending on the specific issue.

(3) Powers and functions of the District sand committee.- The District sand committee shall exercise the following powers and perform the following functions, namely:-

The District sand committee,-

- (i) shall meet at least once in two months;
- (ii) shall take decision to grant lease or working permission for sand quarrying or removal or de-siltation, in accordance with the provisions of these rules;
- (iii) to cause joint inspection of sand bearing areas of dam, reservoir or barrage and obtain joint inspection report done through the officers of the District sand committee and the Taluk sand committee, as the case may be;
- (iv) after considering the recommendations of the Taluk sand committee or joint committee constituted by the District sand committee, shall, either after accepting or with such modification as necessary, notify in the official Gazette, the specific sand blocks or sand bearing areas for grant of quarrying lease or working permission for sand quarrying or removal or de-siltation and reserving to Gram panchayat or the State Government or body Corporation owned or controlled by the State Government or the Central Government;
- (v) may reserve any sand block or dam or reservoir or barrage for the purpose of the Central Government or the State Government Development works and grant, lease to the contractor in the manner specified in these rules or to the authorised assignee of the Central Government or the State Government department;
- (vi) require the lease holder or permission holder to obtain quarry plan and Environmental clearance certificate, as the case may be;

- (vii) shall constitute independent committee of the experts to assess the environmental or ecological damage caused due to illegal mining and recommend recovery of environmental compensation from the miner's concern;
- (viii) shall take necessary steps to regulate illegal sand extraction, storage and transportation through its members, Taluk committee and through other law enforcement agencies;
- (ix) shall follow the orders and guidelines issued by the State Government from time to time;
- (x) shall establish check posts wherever necessary to regulate transportation of sand and make suitable arrangements for patrolling to monitor illegal transportation including river patrol, wherever necessary;
- (xi) shall compile the information of the permitted and legally mined-out minerals and other details of the district and share such information and intelligence with the adjoining districts (inter or intra district) for reconciliation. The information shall include the area of operation, permissible quantity, mined-out minerals (production), the permitted route etc., and other observations, especially where the quarry lease boundary is congruent with the district boundary. A co-ordination meeting shall be held on quarterly basis, alternatively in the district headquarters or any other site in the district, decided mutually by the District Magistrates.
- (xii) The annual audit for each river bed mining lease shall be carried out and the audit report shall be uploaded on the website of the district administration. The audit shall be carried out by an independent team of three members nominated by the Deputy Commissioner comprising of Ex-serviceman, Ex-Government officials of repute, professor or person having experience in mining or environment; and
- (xiii) issue directions to officers of the Government or Zilla panchayat or local authorities, constituted under the Karnataka Municipalities Act, 1964 (Karnataka Act 22 of 1964) or the Karnataka Municipal Corporations Act, 1976 (Karnataka Act 14 of 1977) or the Karnataka Gram Swaraj and Panchayat Raj Act, 1993 (Karnataka Act 14 of 1993) to assist in any or all works, for the implementation of these rules.
- (4) Powers and functions of the Taluk sand committee.- The Taluk sand committee shall exercise the following powers and perform the following functions, namely:-

The Taluk Sand Committee,-

- (i) shall meet once in a month at a place of convenience;
- (ii) shall conduct site inspection and identify sand deposit for the purpose of extraction of sand by concerned Gram panchayat or by the Central Government or the State Government or a Body Corporation owned or

- controlled by the Central Government or the State Government or sand blocks disposed through tender cum auction in coastal districts as per rule 31-ZB.
- (iii) shall estimate approximate quarriable or removal of sand available in each I, II and III-order streams and tanks with the concerned Panchayat Development Officer or Secretary, Tahasildar, Assistant Engineer of the Minor Irrigation Department and Geologist of the Department of Mines and Geology and in case of IV, V and higher order of streams, with assistance of the officer of Revenue Department, Public Works Department, Water Resources Department and Mines and Geology Department. The blocks or area shall be identified for sand quarrying or extraction by incorporating the Geo-co-ordinates in the sketch;
- (iv) shall submit joint inspection report and documents with clear recommendations to the District sand committee for the purpose of notification of sand blocks or area;
- (v) shall supervise and monitor all sand quarrying blocks in accordance with the provision of these rules and also in consonance with the environmental clearance conditions;
- (vi) shall enforce laws and regulate illegal sand extraction, storage and transportation with the assistance of members and its subordinate officers authorised by the District sand committee and through other law enforcing agencies;
- (vii) may recommend any other matter to the District sand committee for implementation of these rules; and
- (viii) shall carry out such other functions assigned by the District sand committee, from time to time.
- (5) Prohibition of use of machinery or equipment in sand quarrying.-Mechanized boats and dredgers in river sand quarrying is prohibited:

Provided that, use of backhoe equipment like JCB and screening in river bed sand quarrying shall be permitted in accordance with the guidelines issued by the Ministry of Environment, Forest and Climate Changes, from time to time.

- (6) Disposal of seized sand.- If sand found stored illegally, it shall be seized and confiscated by any member of the District or Taluk sand committee through mahajar and be handed over to the Public Works Department or any other department, as decided by the District sand committee, who in turn dispose the same to the Central or the State Government works or to low income housing scheme or MGNAREGA work, at the rate as fixed by the District sand committee with Computerized Mineral Dispatch Permit issued by the Department of Mines and Geology of the Concerned district.
 - (7) Restrictions on sand quarrying.-
 - (i) no sand quarrying shall be allowed within a radius of five hundred meters from wells meant for water supply to the villages and towns;

- (ii) In-stream sand extraction shall be prohibited;
- (iii) sand shall not be extracted up to a distance of one kilometer from major bridges and highways on both sides or five times (5X) of the span (x) of a bridge and ten times (10X) the span of such bridge on down-stream side, subject to a minimum of two hundred and fifty meters on upstream side and five hundred meters on the down-stream side;
- (iv) sand may be extracted from the down-stream of the sand bar at river bends and retaining the up-stream one to two-third of the bar and riparian vegetation may be accepted as a method to promote channel stability; and
- (v) quarrying depth shall be restricted to three meters and distance from the bank shall be one fourth of the river width and shall not be less than 7.5 meters.
- (8) Preparation of District Survey Report.-District Survey Report for sand mining shall be prepared before the grant of quarrying lease or working permission by Deputy Director or Senior Geologist of respective district of the Department of Mines and geology as per sustainable Sand Mining Management Guidelines, 2016 and Enforcement and Monitoring Guidelines for Sand Mining, 2020 issued by the Ministry of Environment, Forest and Climate Change (MoEF&CC) from time to time.
- (9) Replenishment study.- The replenishment study shall be conducted by lease holder or working permission holder at regular interval as per procedure described in sustainable Sand Mining Management Guidelines, 2016 and Enforcement and Monitoring Guidelines for Sand Mining, 2020 issued by the Ministry of Environment, Forest and Climate Change (MoEF&CC) from time to time.
- (10) Prohibition of stocking of sand.- No person or entity shall store or cause to store the sand for sale, except the holder of a lease or license or a Government department or Corporation owned by the Central Government or the State Government or Gram panchayat.
- (11) Transportation of sand.- (i) Notified Government departments or Corporations or Boards or the concerned Gram panchayat or lease or licence holders shall transport the sand with Computerised Mineral Dispatch Permit in accordance with the provisions of rule 42.
- (ii) all sand transporting vehicles (except for the vehicle with carrying capacity of less than three metric tonnes) shall install Global Positioning System and shall transport only in the approved route as indicated in the Mineral Dispatch Permit. The Government may, by special order require that the sand transport vehicles be registered with the concerned District sand committee for monitoring purpose.
- (12) The District sand committee and the Taluk sand committee shall regulate, monitor and take legal action against any contravention of these rules. All the members of the District and the Taluk sand committees and subordinate

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GOVERNMENT OF KARNATAKA

DEPARTMENT OF MINES & GEOLOGY

QUARRYING LEASE/LICENCE DEED

(FORM-E)

Quarrying Lease / Licence No
Name of Lessee ? Licencee: ACC. KRIDL Sub Quissonal - I Kaleburg
Date of Grant
Period: OS (FIVE YEARS.)
Mineral: Ordenaly Sand.

GOVERNMENT OF KARNATARA

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OF ARRAING LEASE OF REMAIN LIGHT SCHOOL STREET

(Specified Mineral Non-specified Minor Mineral) The INDIANTURE made this THE COVERNOR OF KARNATAKA (Hereinafter referred as the State Government which expression shall Where the context so admits be deemed to include his Successor in office and assigns) of the one part and when the lessee/licensee is an individual (1)-(1) when the lessee licenere individual. I (Name of person). ASSESTANT EXECUTIVE ENGINEER, of Address of occupation) ... Kasnatak Rusal Infrantisaunce devolopment Dubdou 3500 II, Kalabay Relighter referred to as "the lessee Reensee" which expression shall. Where the context so admits, be deemed to include his heirs, executor, administrators, representative and permitted assigns). (2)-(2) When the lessees licensees are more then one individual: I. (Name of the person singuished (Address of occupation) of (address of occupation) in the second control address and the lessee heensee". Which expression shall, where the context so admits, be deemed to include their respective heirs, executors, administrators, representative and other permitted assigns). (3)-(3) When the lessees/licensee is a registered firm or Syndicate. und

Game of Person) of (address) described and carrying on business in partnership at (address of the film or syndicate) Registered under (Act which registered) (hereinalter referred to as "the lessee licensee" which expression shall, when the context so admits, be deemed to ichide all the parmers of the said firm their representatives, heirs, executors, administrators and Trutter assigns) Assistant Executive Engineer pelog occasso

Karnataka Rural Infrastructure Development Ltd. Kalaburagi Sub Division &

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

WHEREAS the lessee/licensee has/have applied to the Competent Authority concerned in accordance with the Karnataka Minor Mineral Concession Rules 1994, (Hereinafter referred to as the said Rule) for a quarrying lease quarrying licene for 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. Giovernment work as security. AND WHEREAS the Competent Authority, Dept. of Mines and Geology has communicated his approval to the grant of this lease/licence.

NOW THIS LEASE WITNESSETH that in consideration of the rents and royalties, covenants and agreements by the in these presents and the schedule hereunder written reserved and contained and on the part of "lessees/licensees" to be paid observed and performed, the State Government hereby grants and demises upto, "the lessee/licensee" comes all those the quarries/mines/strata/veins/streams and beds of ... Kagone. Sauch Led there state the minerals) hereinafter and in the scheduled refers to as the said minerals situated, laying and being in or under the lands which are referred to in Part I of the said schedule, together with the liberties, powers and privileges to be exercised or (enjoyed in connection herewith which are mentioned in Part II of the schedule subject to restrictions and conditions as to the exercise and enjoyment of such liberties. Powers and privileges which are mentioned in Part II of the said schedule EXCEPT and reserving out are the demise upto the State Government the liberties, powers and privileges mentioned I PART IV of the said Schedule TO HOLD the premises lessees ...day of APAI Licensees 200 for the term of ... OS Newy (Pinc) years hence next ensure

YIELDING AND PAYING of upto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times herein specified subject to the provision contained in PART VI of the Schedule and the lessee/ lessees / licensee / Licensee: hereby / covenant / covenants with the State Government as in PART VII of the said Scheduli expressed and the State Government hereby covenants with the lessee / lessees in PART VIII o the Schedule in expressed AND it is hereby mutually agreed between the parties hereto as IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing to

Assistant Executive Engineer Karnataka Rural Infrastructure Development Ltd. Kalaburagi Sub Division-I.

Deputy Director

THE AREA OF THIS LEASE / LIGENS Sheet

All the tract of lands situated BAAGIDDI (Village town)

Description of area or areas) CAITTAPLR in (Mahultaluk) in Kalaburagi the Registration District Kalaburagi Subdistrict and District and District Subdistrict (bearing S. Nos./F.S. Nos/Forest Coup Nos) Kagina 85/22 Opp. Syno - 59,67 & 16 Geontaining an area of Eater - A0-00 Acres thereabouts delineated in plan hereto annexed and there on coloured and bounded as follows:

On the North by

On the South by

On the East by

water and place works

And On the West of

KAGINA RIVER OPP.

Hereinafter referred to "the said lands"

PARTII

LIBERTIES, POWERS AND PRIVILEGES TO BE EXERCISED AND ENJOYED BY

THE LESSEES/LICENSEES SUBJECT TO THE RESTRICTIOS AND CONDITIONS

IN PART III

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

Liberty and power all the times during terms bereby demised to enter upon said lands and to search for mine, quarry, bore, dig, drill for win, work, dress, process, covert, carry away and dispose of the said mineral, minerals.

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

Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive, make, maintain and use in the said lands any pits, shafts, inclines, drifts, levels.

Assistant Executive Engineer Karnataka Rural Infrastructure Development Ltd.

Kalaburagi Sub Division-L.

Deputy Pirector Doot of Mines & Goology WALAST SACE

Sample Code Sub Divinion

3. To bring and use machinery, entropentiest

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

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

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

To get building and road materials etc., 5.

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

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

To use water from streams etc..

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

Assistant Executive Engineer Karnataka Rural Infrastructure Development Ltd. Kalaburagi Sub Division-L.

o use for stacking heaping or depositing parapers to Liberty and power to enter upon and use sufficient parties surface as and lands for the neapose of stacking, heaping thereon any produce of the mines, quantillor work carried on and equipment. Earth and materials and substances dug or raised under the liberties and powers mentioned in this part.

Beneficiation and carrying away.

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

To clear brush-wood and to feel utilize trees etc.,

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

PART III

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

1. No building tec., upon certain places.

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

Assistant Executive Engineer Karnataka Rural Infrastructus Development Ltd. Kalaburagi Sub Division-I.

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6. Facilities for adjoining Government here statistic axes.

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

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

PART IV

LIBERTIES, POWERS AND PRIVILEGES RESERVED TO THE STATE OVERNMENT

1. To work other minerals.

Liberty and power for the State Government or any lessee/licensee or persons authorized by it in that behalf to enter into and upon the said lands and to search for win, work, die, get, raise, dress, process, convert and carry away any 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 and other work and conveniences as may be deemed necessary or convenient. Provided that in the exercise of such liberty and power no substantial hindrance or interference shall be caused to with the liberties powers and privileges of the lessee/licensee under these presents and that the lessee/licensee shall be entitled to such fair compensation as may be mutually agree upon or in the event or disagreement as may be determined by the competent Authority appointed by the State Government in respect of all loss or damage sustained by the lessee/licensee by reason or in consequences, of the exercise of such liberty and power

2. To make railway and roads.

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Liberty and power to the State Government or Central Government or construct any road, railway or canal reservoir or to carry electric to telephone in or over the lands under the

Agsistant Executive Engineer Karnataka Rural Infrastructure Development Ltd. Kalaburagi Sub Division

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Sheet of Document Ha. S. T. B. J. O. Wood ... Provided that belief such liberty or positions exercised a notice of not less than thing shall be given to the lessee licensee and the area utilized by the Government for any aforesaid purpose shall be excluded from the area under the lease licence and lessee lieu. will not be entitled to claim any compensation for such exclusion.

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

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

PARTV

RENT AND ROYALTIES RESERVED BY THE LEASE

Rate and mode of payment of dead Rent.

As from the day of 29 04.202 lessee/licensee shall pay the dead rent in advance at Rs. Chower more was one per Acre , during the subsistence of lessee/licensee, the as per Schedule I in accordance with Rules. .. per Acre per annum

Rate of mode of payment of royalty.

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

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

Subject to the provision of clause (3) or this part any lessee/licensee or his agents. ment the contractors consulately part any lessec/licensee or his agents.

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Transport mineral without valid PERVAT SULLABORATION PROMISE limit & Specified A. Man Land walty. If any lessee heensee or his agent ere, or buyers continue to induly in such offence the Competent Authority may order for determination of the lease giver entered approval of

PARTVI

PROVISIONS RELATING TO THE RENTS AND ROYALTIES

Rent and Royalties to be free deduction etc.

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

Mode of Computation of Royalty.

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

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

Should the royalty and / or rent reserved and made payable by the lessee/licensee in notpaid within thirty days after the date fixed in lease/licence for the payment of the same. State Government may enter upon the premises and restrain all or any of the mineral or beneficiated/processed or movable property there and may order the sale of the property to restrained or so much of it as will suffice of the satisfaction of the rent and royalties due, and all cost and expenses occasioned by the non-payment thereof.

3A. If the lessee or license makes any default in the payment of royalty or dead rent payable under rule 26, the competent authority shall give notice to such lessee or licenses, requiring him to pay the royalty or dead rent within sixty day from the date of receipt to the notice failing which the competent authority may, without prejudice to any other action that may be taken author the Separity Deposit.

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PART VII

THE COVEANTS OF THE LESSEES/LICESEES

1. Lessees to pay rents royalties.

(1) Lessee/licensee shall pay the rents and royalties reserved by this lease/license 2 such times and in the manner provided in PART V and VI of these presents and also may and discharge all taxes, cesses rates assessments and impositions whatsoever being in the nature of public demands which shall from time to time charged, assessed or imposed by the authority of the State Government upon or in respect of the premises and works of the lessee/lessee in common with other premises and works of alike nature except demands for land revenue.

To maintain and keep boundary marks in good order.

The lessee/licensee shall at his own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease/license. Such marks order and pillars shall be sufficiently clear of the shrubs and other obstruction as to allow easy identification.

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

Unless the Competent Authority for good cause permits otherwise the lessee/licensee shall commence operation within a year from the date of execution of the lease/license and shall thereafter at all times during the continuance of this lease license search for, win, work and develop the said minerals without voluntary intermission in proper skilful and workman like manner without doing or permitting to be done any unnecessary or avoidable damage the surface of the said lands or the crops, buildings, or other property thereon. The lessee/license shall prevent waste by removal of overburden careful storage of waste, during and removal of valuable minerals. For the purpose for this clause quarrying operation shall include the erection of machinery, laying of a tramway or construction of a road in a connection with the quarry. The lessee/licensee shall not dumb the overburden or waste rock or mineral on the workable deposit.

If lessee/licensee does not find suitable place to dumb the waste mineral contracted from the quarry within the leased/licensed area he may dumb in nearly Government land obtaining

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Assistant Executive Engineer
Karnataka Rural Infrastructure
Development Ltd.
Kalaburagi Sub Division-i.

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4. To indemnify Government against all chaim sheet of Doguest 781 The lessee/licensee shall make and pay such reasonable compensation as may be assessed Ry lawful authority in accordance with the law in force on the all damage, many or disturbance which may be done by him in exercise of the powers granter and shall indemnify and keep indemnified fully and completely. State Government against all claims which may be made by any person in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

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

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

- a) Height and widths of trenches in open quarries are properly maintained to facilitate easy removal of the mineral and the muck.
- b) The working faces are always kept clean.
- c) The mineral and or beneficiate, processed, dressed products there from won are stacked in suitable dimensions and each such stock in numbered or marked in a manner prescribed by the Competent Authority.
- d) The proper sanitation of the area leased/licensed to him maintained.
- 6. To strengthen and support the quarry to necessary extent.

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

7. (1) The lessee/ licensee shall submit from time to time or when required progress reports to the Director of Mines and Geology along with analysis and representative sample of the minerals collected during the quarrying operations as also the periodical returns prescribed in the said Rules or in manner prescribed by him from time to time

The lessee/licensee shall submit to the Director of Mines and Geglogy, the Competent thority and any other officer as man be specified by the Director of Mines and 11 Assistant Executive Engineer

Karnataka Rural Infrastructure Development Ltd. Kalabuladi Sub Divisii Decument Roman Comment of FORM-Q and annual returns in FORM of Books behalfs and Salah Stations in FORM-Q appended to the said rule for each financial year ending 31st March, before the April of the Succeeding year, and to all allow inspection of working.

8. To allow inspection of working.

The lessee/licensee shall allow any officer authorized by the Central Government or the State Government or the Competent Authority or the Director of Mines and Geology und the Rules in the behalf to center upon the premises including any building excavation or lar Comprised in the lease/license for the purpose of inspecting, examining, surveying an making plans thereof, sampling and collecting any data and the lessee/licensee shall wit proper person employed by the lessee/licensee and acquainted with the mine/quarry and works effectively assist such officer agents servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with the working of the quarry which they reasonably require. Such officer may require such reasonable directions as he may deem fit to prevent wasteful extraction of minerals and it shall may be the duty of the lessee/licensee, his/there agent/manager to carry out direction within such period as the officer may specify if the lessee/licensee, his/there agent or management fails to carry out such direction within the specified period, the Competent Authority may determine the lease/license or may impose a penalty not exceeding twice the amount of the annual dead

The lessee/licensee, shall report all accidents to the Director of Mines and Geology the District Magistrate and the District Superintendent of police concerned, in case of may accident District Magistrate and the District Superintendent of ponce concerned, in case of may accident causing death or serious bodily injury or serious injury to property or seriously affecting or property which may occur in the course of the cou causing death or serious boung injury to serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operation under this endangering life or property which may occur in the course of the operation under this lease/license the lessee/license shall dend a complete report without any delay of such in

When the lessee/licensee shall find, in the said lands, and mineral other then the said lands and mineral other then the said When the tessee/neense suan ring, in the said rangs, and mineral other then the said mineral/minerals the lessee/licensee shall immediately report such discovery in writing to the nature and position of such find Competent Authority with run particulars of the nature and posmon of such find.

11. The lessee/ficensee shall, at all times during the said terms keep or cause to kept, at on officer to be situated upon or near the said lands, correct and intelligible books of account which

1. Quantity and quality of the said mineral/minerals realized from the said lands. 1. Quantity and quality of the said mineral minerals minerals benefit ated processed or (COCCIO) CONTROLO

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Assistant Executive Engineer Assistant Executive Engineer Karnataka Rural Infrastructure Development Ltd. Kalaburagi Sub Division-L

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- 4. Details of royalty paid and PERMITS obtained.
- 5. The prices and all other particulars of all scale of the said mineral/minerals.
- 6. The number of person employed in the mines or work or upon the said lands specifying nationality, qualification and pay of the technical personnel.
- of Mines and Geology may from time to time require and shall also furnish of charges to such officers and at such times they may prescribe true and correct abstracts of all or any such books of accounts and shall at all reasonable times allow such officer or any officers as the State Government shall, in the behalf appoint, to enter into and have free access to, for the purpose of examining and inspecting the said books of accounts and to make copies thereof and tom make extract there from.

12. To maintain plans etc.,

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

- a) The sub-soil and strata through which they pass.
- b) Any other minerals encountered.
- c) Any other matter of interest and all data required by the State Government the Competent Authority from time to time.
- 13. To abide by the previous of the law in force in respect of labour welfare, satety measures, ecology and environment.

The lessce/licensee shall be bound by the provisions of to abide by the provision any laws for the time being in forces of the laws in relating to ecology and environment, of the law in the time being in forces of the laws in relating to ecology and environment, of the law in the time being in forces of the laws in relating to ecology and environment, of the law in the laws in relating to ecology and environment, of the

Assistant Executive Engineer Karnataka Rural Infrastructure Development Ltd. Kalaburagi Sub Division-i.

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Short of Decement No. 12.56 J. of Strangers and to hearth and convenience environment. The lessee heense Shall abide by the conditions laid down in the passes wages act 1936 (Central Ast Por 1946), the Mines Act 1952 (Central Act of XXXV of) the Indian Explosives Act 1984 (Central Act of IV of 1984) and the water and Air (previ and control of pollution Act 1974

14. The lessee/licensee shall respect all existing rights of way, water and other basement shall not mining quarrying or other operations under the said lease/license in any way that

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

The lessee/licensee shall make and pay responsible compensation for all damage, in disturbance to person or property which may be caused by or on the part of Jessee/licensed exercise of the liberties and power granted by these presents and shall at all time have harm! and keep indemnified the State Government from and against all suits, claims and dama which may be brought or made by any person or in respect of any such damage, injury

16. Note to obstruct working of other minerals.

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

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

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

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Assistant Executive Engineer Karnataka Rural Infrastructure Development Ltd. Kalaburagi Sub Division-L

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14. The lessee/licensee shall respect all existing rights of way, water and other basement shall not mining/quarrying or other operations under the said lease/license in any way that prescribed under the Rules.

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

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Assistant Executive Engineer Karnataka Rural Infrastructure Development Ltd. Kalaburagi Sub Division-I.

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Special pocument has a first and the competent Authorny a the right to dispose of the minor mineral waste generated during the course of quant accordance with the provision of state fittepur.

20. Not to light fire in forest Area.

The lessee/licensee shall not light any fire upon the said lands if laying within the reforest expect under such conditions as the Forest Department may in writing specify as lessee licensee and his their workmen and employees shall render prompt assistan extinguishing any fire on the said lands or in their vicinity. The lessee/licensee shall be liab all damage resulting from fire caused by the act or omission of the lessee/licensee or his employees and shall pay such compensation for the Forest Department. The decision o Forest Department as the amount of compensation payable by the lessee/licensee shall be and binding on the lessee/licensee.

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

- a) The lessee/licensee shall not remove any other produce except the minor mine mentioned in this lease. The lessee/licensee shall without delay, report to the Compete Authority and Director of Mines and Geology, the discovery in this areas, comprised his/their lease/licence of any minerals not specified in the lease.
- b) If any mineral/s not specified in the lease/licence in/are discovered in the leased licenced area he/they shall not win and dispose of such mineral/s, without obtaining lease/licence therefore. If he fails, they fail to apply for such lease/licence within three months form the discovery of the said mineral/minerals, the Competent Authority may grant a lease/licence in respect of such mineral/minerals to any other person/persons in
- c) Without the prior permission of the Director of Mines and Geology the lessee/licensee shall not use the minor minerals quarried under these rules for a purpose which will
- 22. The lessee/licensee shall make available to the Government of India beryl or any other "Substance prescribed" under section of the Atomic Energy Act (Act XXIX if 1948) if they are
- 23. The State Government shall be immune from the lessee/licensee claims for damage and account or any having been included in this lease which may subsequently be his covered not

The lessee ficensee or his assignces shall not erect by building in contravention of the 4. The lessee heensee of many for the time being in force relating to the erection of buildings or in the Karnataka Rural Infrastructures. (acom a Chambre Karnataka Rural Infrastructure Development Ltd. Charge Kalaburagi Sub Division-L bus active

and the within whose jurisdiction the leased are is situated.

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

The lessee/licensee shall minimize the air and water pollution keeping view the local amosphere environment.

PART VIII THE COVENANTS OF THE STATE GOVERNMENT

Lessee may hold and enjoy rights quietly.

(1) Lessee/licensee paying the rents and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee/licensee is 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.

2. To renew.

If the lessee/licensee be desirous of taking lease/licence of the premises hereby demised or of any part of them for a further term on the expiry of the term hereby granted and if he/they give the Competent Authority an application in writing ninety days before the expiry of the leaser/licences as prescribed in the said Rules and shall pay the rents and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee/licensee to be observed and performed upto the expiration of the term hereby granted the Competent Authority will upon his/their executing and delivering to the State Government if required a counterpart thereof execute and deliver to the lessee/licensee a renewal lease/licence of the said premises for the further term not exceeding the term of the lease/licence at such rents and royalties and no such terms and subject to such covenants and agreements including this present covenants to renew as shall be in accordance with the said Rules applicable to the expiration of the term hereby granted.

3. Liberty to surrender this lease/licence.

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The lessee/licensee shall be at liberty to surrender this lease/licence by giving notice of not less three months in writing to the Competent A uthority and no fresh liability shall accure to the lessee/licensee form the date of such surrender provided that all the Government dues on rents.

What allows and laxes shall be declared off arising upon the date of surrender.

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Kalaburagi Sub Division-L

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Refund of Sheplin Geposil. On such date as the Competent Auras ity may within two months after the den this lease or of any renewal thereo the mount of the security deposit paid in release and then remaining deposed for the Child Government and not required to be any of the purpose mentioned in this lease shall be refunded to the lessee licensee A shall run on the security deposit. PART IX

GENERAL PROVISION

Breach of conditions.

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

Obstruction to Inspection.

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

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

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

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

Provided that the lease/lience shall not be cancelled. If the lessee/licensee are prevented from working the quarry owing to some reasonable cause or if the lesseed are prevented are prevented are ceases/cease

Assistant Executive Engineer Karnataka Rural Infrastructure Development Ltd. Kalaburagi Sub Division &

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interpretation.

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

Omitted.

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

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

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

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

10. Service of notice.

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Every notice by the present required to be given to Service notice. The lessee/licensee shall be given in writing to such person resident on the purpose of receiving such notices and if there shall have been no such appointment they every such notice shall be sent to the Tesses / licensee by the registered post addressed to the lessee / licensee at the address Application this lease licence or at such other address in India as the lessed licensee may

Assistant Executive Engineer Karnara

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torn time typens meaning at the sheet Government designate for the receipt of none every such service shall be designed to be proper and valid service upon the lessee/license shall not be questioned or challenged by him.

11. In respect of quarrying leases consisting of an area of five acres and more a quarrying containing the particulars specified in clause (c) shall be submitted by the lessee within months form the date of grant of lease as per sub-rule 3(a) or Rule 18 of K.M.M.C. Rules 196

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

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Signed by

for and on behalf of the Government of Karnataka in the present of

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Assistant Executive Engineer Karnataka Rural Infrastructure Development Ltd. Kalaburagi Sub Division-I,

Deputy Director
Dept of Minds & Geology
KALABURAGT

Signed by

for and on behalf of in the presence of

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Kalaburagi Sub Division-L

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ದಿನಾಂಕ: 10/06/2021

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