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Proceedings of the Government of Karnataka

Subject: Extension of forest clearance to an extent of 103.73 ha. of forest land for mining and other allied activities outside the Mining Lease area located at Bedara Bommanahalli and other villages in Nirthadi RF, Holalkere Range, Chitradurga Division,(Mining lease No.2346 in favour of M/s Mineral Enterprises Limited, Bengaluru.

- Read:**
- 1) Principal Chief Conservator of Forests (Head of Forest Force), Bengaluru Letter No. A5(1)MNG.CR-18/2010-11, dt. 18-06-2016.
 - 2) Government of India, M/o Environment and Forests (F.C. Division), New Delhi Letter No.F.No.11-51/2015-FC, dt. 01-04-2015 and 01-05-2015.
 - 3) Government of India, M/o Environment and Forests (F.C. Division), New Delhi Letter No.F.No.8-77/2013-FC, dt. 12-06-2015.

P r e a m b l e :

Ministry of Environment, Forest and Climate Change, Government of India vide letter cited at (3) above has issued guidelines regarding extension of period of validity of approval accorded under the Forest (Conservation) Act, 1980 for diversion of forest land for mining projects. In the said guidelines. It is inter-alia stated that in case of existing mining leases in respect of minerals specified in sub-section (1) of section 8A of the Mines and Minerals (Development and Regulation) Act, 1957 as inserted by the Mines and Mineral (Development and Regulation) amendment Ordinance, 2015 " *period of validity of approval accorded under section-2 of the Forest Conservation Act Shall be extended, and shall be deemed to have extended up to a period co-terminus with the period of mining lease in accordance with the provisions of the Mines and Minerals (Development and Regulation) Act, 1957 as amended, subject to certain conditions like payment of NPV by User Agency within a period of two years from the date of issue of the said letter dated: 01.04.2015*".

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Principal Chief Conservator of Forests (Head of Forests Force) vide letter cited at (1) has submitted the proposal of M/s Mineral Enterprises Limited, Bengaluru (Mining Lease No.2346) the mining lease holder in the category 'A' mines for obtaining approval for extension of period of validity of approvals accorded under Forest (Conservation) Act, 1980 up to a period of co-terminus with the period of mining lease in accordance with the provisions of MMDR Amendment Act, 2015. Further, the lessee has requested to extend the period of validity of approval accorded under Forest (Conservation) Act, 1980 up to 30.03.2020 to make it co-terminus with the mining lease under MMDR Act.

Therefore the same has been examined in detail and hence the following order.

Government Order No. FEE 23 FFM 2013, Bangalore,

Dated:21/11/2016

Under the circumstances explained in the preamble above, as per the provision of guidelines issued by Ministry of Environment Forest and Climates change (Forest Conservation division) dated: 01.04.2015 and 01.05.2015, the period of Forest clearance lease shall be extended up to 30-03-2020 making it co-terminus with mining lease extended upto 30.03.2020 as per letter No.CI 22 MMM 2015, dated: 28-03-2015 of Department of Commerce and Industries, Government of Karnataka in accordance with the provision of MMDR Amendment Act 2015 in favour M/s Mineral Enterprises Limited, Bengaluru (Mining Lease No.2346) for an extent of 103.73 ha. for mining and other allied activities located at Bedara Bommanahalli and other villages in Nirthadi RF, Holalkere Range, Chitradurga Division subject to following conditions.

1. The lessee has to pay the total NPV amount within the date of 01.04.2017
2. The lessee has to compile and fulfill all the conditions which were referred at the time of earlier forest clearance sanctioned under section (2) of Forest (Conservation) Act, 1980 vide G.O No.FEE 141 FFM 93, dated:01-07-1997.
3. All the conditions mentioned in Ministry of Environment Forest and Climates change (Forest Conservation division) guidelines dated: 01.04.2015 and 01.05.2015 have to be complied with.
4. The deemed extension is subject to any independent proceedings under forest (conservation) Act, 1980 including proceedings for violation of any provision of rules made there under.

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5. The deemed extension shall not absolve the lessee from any action under forest (conservation) Act-1980 and rules framed under for the Acts done prior to this letter.
- 6) No mining operations shall be undertaken in the lease hold area unless all statutory clearance under Environmental (Protection) Act, 1986 Karnataka State pollution Control Board consents, permissions etc. under various legislations Acts, Rules, Regulations, Notification as amended from time to time to the satisfaction of concerned Authorities in any other conditions that the State Government or the Addl. Chief Conservator of Forests (Central), Regional Office / Principle Chief Conservator of Forests, Bengaluru may impose from time to time in the interest of conservation, protection and development of Forests.
- 7) The legal status of forest land shall remain unchanged.
- 8) The forest land as scheduled is diverted for mining purpose under the Forest (Conservation) Act, 1980 for a period co-terminus with lease under the MMDR Act, 1957 i.e. up to 30-03-2020.
- 9) The lessee shall not carry out any mining operation after 7.00 PM and before 6.00 AM
- 10) Reclamation of mined area at the time of its closure will be done at the cost of the User Agency.
- 11) The Lessee shall not be allowed to take up construction of any new infrastructural facilities like building etc., on forest land.
- 12) The approved IBM plan shall be strictly complied with.
- 13) The conditions imposed in the environment clearance issued by the Ministry of Environment and Forests, Government of India or SEIAA shall be strictly complied with. Copy of EC should be submitted to the Deputy Conservator of Forests before start of mining operations.
- 14) The condition imposed in the consent given by the Karnataka State Pollution Control Board under Air & Water Acts shall be strictly complied with.
- 15) The check dams, gully checks, settling ponds, etc., shall be constructed by the project authority to arrest the flow of suspended solids. The project proponents shall provide for adequate arrangements for removing the accumulated material from behind these dams.
- 16) The quality of water finally discharged into the main water course from the tailing dam should confirm to the prescribed standard.
- 17) No waste material should be allowed to roll down over the hill slopes (if any). The control measures for preventing for rolling down of debris over the hill slope should be provided.

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- 18) Effective steps for control of air pollution causing dust should be taken.
Sorting and crushing facilities at the project site is subjected to conditions.
- 19) All the noise producing sources should be provided in-built control measures to reduce the noise level. The noise level should not exceed 40 Dba at a distance of 100 m. from the source.
- 20) No change of methodology of working and scope of working should be made without prior approval of the Ministry.
- 21) The Lessee shall pay to the Forest Department the lease rent and supervision charges at prevailing rates (subject to revision from time to time) per year per ha. every year without fail and shall abide by the Orders issued by the State Government in this regard from time to time. In case this condition is not complied with by the Lessee, the concerned Deputy Conservator of Forests has the right to cancel the lease.
- 22) The Lessee shall pay to the Forest Department, Forest Development Fee (FDF) in accordance with the Orders issued by the State Government. In case this condition is not complied with by the Lessee, the concerned Deputy Conservator of Forests has the right to cancel the lease.
- 23) The Lessee shall carry out the rigid soil and water conservation measures including contour trenches, gully checks, percolation ponds, masonry check dams, etc., and planting of gaps inside the lease area as well as in the adjoining forest area up to one Km. from the lease boundary as suggested by concerned Deputy Conservator of Forests, so that the flow of eroded soil and runoff, because of its operation do not pollute the neighboring tanks.
- 24) The Lessee shall protect and nurture, the natural tree growth in the area, leased out for mining as prescribed by the Forest Department.
- 25) The Lessee shall not cut trees without prior permission of the Forest Officers and all permitted felling should be handed over to the Forest Department under cover of receipt.
- 26) The lessee shall as long as the lease in force, pay the yearly lease rent regularly to the Government, in advance, the first of such payments to be made on the day of signing the agreement and subsequent annual payment on the corresponding day and month of succeeding years. 18 and half interest will be lieved on belated payment for the period of 90 days, thereafter a penal rate of interest at 22 and half % shall be charged on the amount due
- 27) The lessee shall bear the cost of afforestation over 1 and half times of the safety zone area in degraded forest area.

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- 28) Transportation of Ore should be strictly as per Transit Rules of the Karnataka Forest Department.
- 29) The Lessee shall abide by any other conditions laid down by the Government of India/ State Government Forest Department from time to time in respect of forest land lease.
- 30) Effective Pollution Control measures with respect to Air quality, Water quality should be implemented. Adequate treatment facilities, garland drains, check dams, etc., should be installed to prevent water pollution by mine discharge water, surface run off etc.
- 31) Waste generated shall be scientifically disposed and in any case shall not be dumped into the forest area outside the leased area.
- 32) The Lessee shall not use the leased forest area for construction of any Factories.
- 33) Mining operations should be carried out only as per the approved mining plan / scheme.
- 34) All labourers connected to mining activity should have an identity card duly issued by the Lessee, under intimation to the concerned Range Forest Officer and to the Deputy Conservator of Forests, Chitradurga.
- 35) The Lessee shall pay compensation to the workmen for any injury, death, disability, etc., caused or occurred during the time of execution of work under Workmen's Compensation Act or any Act in force from time to time. The Lessee is responsible for any commission/s and/ or omissions of his workmen. Incidence, if any, in this regard shall be intimated to the Deputy Conservator of Forests concerned.
- 36) The Lessee shall abide by the provisions of all the laws for the time being in force relating to working of minerals and matters affecting safety, health and convenience of the Lessee's employees or of the public doing execution of his work.
- 37) The Lessee shall keep correct accounts showing the quantity and other particulars of all the minerals obtained and dispatched from the leased area and the number of persons employed therein, also complete plan or working of leased area and shall submit monthly report to the Deputy Conservator of Forests & Range Forest Officer concerned.
- 38) Consolidated statement and complete map shall be maintained up to date and kept in the mining area by the person in charge of mining operations and shall

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be produced on demand to the inspecting officer of the rank of Forest Guard and above at any time. The list of workers and representatives of the Lessee so called Managers should be furnished to the Deputy Conservator of Forests, Chitradurga and the Chief Conservator of Forests, Bellary.

- 39) The Lessee shall strictly abide by the provisions of the Karnataka Forest Act, 1963 and the Karnataka Forest Rules, 1969, the Karnataka Forest Manual, 1976 and other Rules and Regulations.
- 40) The Lessee shall abide by the Forest (Conservation) Act, 1980, amendments and guidelines thereof issued from time to time by the Government of India.
- 41) There shall be periodic review by the Deputy Conservator of Forests/ Chief Conservator of Forests and other higher Officers of the Karnataka Forest Department regarding compliance of the lease conditions and if the Lessee is found wanting in regard to them or found in violation of them, then appropriate action as per Law will be taken.
- 42) After extraction of Iron Ore, all overburden/ wastes generated during mining operations should be used in backfilling of mine pits or dumped in the worked out area of the mine so as to maintain and bring back the original shape of the terrain.
- 43) The Lessee or his agent or his labourers should not indulge in any forest offences.
- 44) In case of violation of any of the agreement conditions by the Lessee, the concerned Deputy Conservator of Forests has the right to cancel the lease.
- 45) In case the Lessee violates the provisions as mentioned in the Section 82 of the Karnataka Forest Act, 1963, appropriate action may be initiated regarding forfeiture of lease as per law.
- 46) The Lessee will instruct and endeavor that all his labourers and staff do not carry any inflammable material as a precaution against any eventualities of forest fires.
- 47) The Lessee, his staff and labourers have to give full co-operation to Forest Officers in extinguishing forest fires and prevention/ booking of Forest Offence Cases.
- 48) The Lessee shall provide sufficient number of fire watchers during the fire season to the Forest Department on the request of the Deputy Conservator of Forests / Range Forest Officer / Deputy Range Forest Officer / Forest Guard from January to June every year.
- 49) The Lessee should also regenerate and develop the safety zone area as prescribed in the approved R & R in accordance with the Greenbelt Development Plan.

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- 50) If any dispute arises on the interpretation and implementation of above conditions and working difficulty the matter will be referred to the Government of Karnataka and its decisions thereon shall be binding on both the parties.
- 51) Additional amount of the Net Present Value of the diverted forest land if any, becoming due after revision of the same by the Hon'ble Supreme Court of India, New Delhi in future, shall be charged by the State Government from the Lessee. The Lessee shall furnish an undertaking to this effect.
- 52) The Lessee shall execute an agreement with the Forest Department binding himself to abide by all stipulated conditions and terms as per Orders of the Government as well as the Principal Chief Conservator of Forests.
- 53) The Lessee shall not sub-lease, mortgage and hypothecate the forest area. *
- 54) The Lessee shall upgrade its necessary and raise/procure and plant sufficient number of good quality seedlings of fruits yielding and miscellaneous species as per R&R Plan and also plant suitable species on the remaining dump slopes at the earliest. The lessee shall irrigate with as well.
- 55) The Lessee shall undertake rigid fire protection measures in the area leased to them and up to 1 km. forest area around the lease. Proper fire management plan shall be prepared with sketch and various activities and time line shall be drawn up by the Forest Department, which shall be implemented by the Lessee.
- 56) The Lessee shall pay the amount towards compensatory payment and Guarantee money for implementation of the R&R Plan as per the Hon'ble Supreme Court of India, New Delhi Orders dated 28-9-2012.
- 57) The Lessee shall implement the R&R Plan to the complete satisfaction of the Monitoring Committee, in accordance with the Hon'ble Supreme Court Orders. Further, the User Agency shall maintain the R&R structures and plantations raised by it in proper condition. But, no stone Masonry Structure shall be undertaken in the un broken forest area within the lease and any area outside lease, without specific permission of Deputy Conservator of Forests, notwithstanding any prescription of the approved R & R Plan.
- 58) The Lessee shall take up afforestation work up to 500 mtrs. from the lease area in the adjoining / surrounding forest area to help rejuvenation of the surrounding forests at his own cost. For this purpose, a comprehensive plan shall be prepared by the lessee in consultation with the Deputy Conservator of Forests concerned and implemented.

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- 59) Conservation plan for wildlife shall be prepared in consultation with Deputy Conservator of Forests, Chitradurga . The plan shall also consist of inbuilt monitoring and evaluation mechanism. The said plan shall be implemented at the project cost.
- 60) Any other condition that the State Government 'or The Addl. Chief Conservator of Forests (Central), Regional Office / Principal Chief Conservator of Forests, Bengaluru may impose from time to time in the interest of conservation, protection and development of forests.

By order and in the name of the
Governor of Karnataka

L. Sharada
(L.SHARADA),

Under Secretary to Govt.,

Forest, Ecology and Environment Dept.

To

The Compiler, Karnataka Gazette, Bengaluru for publication in the next issue of the Gazette and request to supply 50 copies to State Govt. and 50 copies to Principal Chief Conservator of Forests (HoFF), Bengaluru.

Copy to:

1. The Director General of Forests & Special Secretary to Govt. of India, M/o Environment, Forest and Climate Change, Indira Paryavaran Bhavan, Jor Bagh, Ali Ganj Road, New Delhi-110003
2. The Accountant General (Audit I and II)/(Accounts), Karnataka, Bengaluru
3. The Principal Chief Conservator of Forests (Head of Forest Force), Aranya Bhavan, Malleshwaram, Bengaluru.
4. The Additional Principal Chief Conservator of Forests (Central), Govt. of India, M/o Environment and Forests and Climate Change, Regional Office (South Zone), Kendriya Sadana, 4th Floor, E and F Wing, 17th Main, Koramangala, Bengaluru-34
5. The Additional Principal Chief Conservator of Forests/Nodal Officer, O/o the Principal Chief Conservator of Forests (HoFF), Aranya Bhavan, Malleshwaram, Bengaluru.
6. The Chief Conservator of Forests, Bellary Circle, Bellary.
7. The Dy. Conservator of Forests, Chitradurga Division, Chitradurga.
8. Sri. M/s Mineral Enterprises Limited, Bengaluru (Mining Lease No.2346).

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