

KARNATAKA FOREST DEPARTMENT
(Karnataka Forest Rules, 1969)
(To be executed on Stamped Bond Paper worth Rs. 22.50)
FORM 46
[Rule 127A (3)]

(Form of declaration and indemnity to be furnished by the owner of land of blackwood trees in the event of the Forest Department undertaking extraction and removal of blackwood trees on behalf of the owner).

I/we _____ the owner/s of blackwood trees standing on Sy.No. _____ of _____ Village _____ Taluk _____ District _____ hereby declare that I/we agree to abide by the following conditions for extraction and removal of blackwood trees standing on the above said Sy.Nos to Government Timber Depot by the Forest Department on my/our behalf as per the order No. _____ dated _____ of the Deputy Conservator of Forests.

- (i) I/we shall not object to or interfere with the felling, conversion and transport and disposal of timber or object to any staff of the Forest Department or labourers engaged by the Department for the work, from putting up sheds for temporary residence or for the collection of thatch grass and other materials for the construction of sheds or keeping of elephants and other live-stock on the land or for the collection of fodder or the grazing of animals on the land or the use of water sources or the roads or cart tracks in the land.
- (ii) I/we shall agree to the Forest Department constructing any road cart-tracks or dragpath necessary for the extraction and transport of timber from the said land/s including keeping the timber and other material obtained from the felled trees in any place where it considers necessary to do so, and acquiring temporarily any land necessary for the purpose at my/our expense and agree to return back the land so acquired to the owner from whom it was acquired on completion of extraction and transport.
- (iii) In the event of any obstruction or interference on my/our part in any of the above said matters; or withdrawal of my/our application in this regard after permission is accorded by the Deputy Conservator of Forests, the Deputy Conservator of Forests is at liberty to stop the work of extraction and proceed to recover the actual expenditure incurred by the Department from me/us and any loss caused to the Department in this regard shall be recoverable as arrears of land Revenue under section 109 of the Karnataka Forest Act, 1963 in addition to removal of timber to Government Depots for disposal and appropriation of the sale proceeds towards the amounts due from me/us.
- (iv) I/we shall not hold responsible, the Forest Department for any damages caused to the natural configuration of the land from which the timber is extracted or to any damage done during the extraction to the other tree growth or any crop in the area or to any other structure.
- (v) I/we shall not hold responsible the Forest Department for any depreciation in the value or deterioration in quantity of timber by delay or any other causes at any stage during the course of felling, conversion, transport and disposal of the timber which the department will arrange to do as expeditiously as possible.
- (vi) In the event of any dispute arising between me/us and the Deputy Conservator of Forests in respect of this transaction, I/we accept the decision of the Conservator of Forests as final and binding.

Further, I/we undertake to indemnify the Government or an other party involved in these transactions against any loss that may arise due to any misrepresentation 134 on my/our part about the ownership of the land or trees or due to our/interference with or obstruction to the department during the course of felling, conversion and transport by the Department.

I/we have signed this declaration this _____ day of _____
19_____ before the Deputy Conservator of Forests.

“Before me “
Deputy Conservator of Forests.

Applicant
Date

Date

Witness

1)

2)