

PROCEEDINGS OF THE GOVERNMENT OF KARNATAKA.

Subject: Grant of additional land for Second Stage Treatment and disposal of effluents of the West Coast Paper Mills Ltd., Dandeli.

ORDER NO. FFD 141 FGL 75.

BANGALORE, DATED 19th JUNE, 1978.

Read: 1. Correspondence ending with letter No.B3-GF -106/75-76, dated 27-2-78 from the Chief Conservator of Forests (General), Bangalore.

2. Correspondence ending with letter No.KPW PB/41-III 77/ 12589-92 dated 9-1-1978 from the Member Secretary, Karnataka State Board for Prevention and Control of Water Pollution.

3. Letter No.351/78, dated 9-5-78 from the West Coast Paper Mills Ltd., Bangalore.

Preamble: The Chief Conservator of Forests (General), Bangalore in his letter No.B3-GFL-CR-106/75-76, dated 7-10-76 has reported that M/s. West Coast Paper Mills, Dandeli, on the advice of the Karnataka State Board for Prevention and Control of Water Pollution and the Mysore Power Corporation, have proposed to put up Second Stage Effluent Treatment Plants for the disposal of effluents of their factory before they are let into the river Kali and therefore they have requested for grant of 43 hectares of land adjacent to their factory for the purpose. He has further reported that the Conservator of Forests, Canara Circle, Dharwar, who has inspected the additional area requested for by the Mills for the purpose of putting up Second Stage Effluent Treatment Plant, after detailed discussion with the General Manager of the Mills, has indicated the necessity of providing additional area of 20 hectares to the Mills for putting up the above treatment plant.

He has therefore recommended for grant of 20 hectares of land in F.S.No.22 (PT) of Kerwad village at a lease rent of Rs.500/- per acre (Rs.1250/- per hectare) on the conditions indicated in the annexure. He has also indicated that in view of urgency of the matter he has made available a block of 20 hectares to the West Coast Paper Mills for taking up the installation of Second Phase of Treatment Plant subject to their furnishing an undertaking that they would abide by the orders of the Government.

The Member Secretary, Karnataka State Board for Prevention and Control of Water Pollution and the West Coast Paper Mills, Bangalore have explained the urgent need for putting up the effluent treatment plant by the West Coast Paper Mills Ltd., before the end of 1978, in view of the power Project coming up on Kali River early in 1979.

ORDER:

Under the provision of the Water (Prevention and Control of Pollution) Act, 1974 it is now necessary that Industries take up anti pollution measures to see that the effluents discharged into the river is not dangerous. In the case of the West Coast Paper Mills as the Water of the river flowing down stream would be harnessed under the Kali Project it is all the more necessary that the effluent is treated satisfactorily. The State Government is involved both in seeing that the effluent is treated and in the interests of the multi crore Kali Project.

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In the circumstances, Government are pleased to accord sanction for the grant of 20 hectares of land in F.S.No.22 (st) of Kerwad village on a lease rent of Rs.500/- per acre (Rs.1250/- per hectare) subject to the terms and conditions mentioned in the annexure to this Government Order.

Since the Board for Control and prevention of Water Pollution of the Government has fixed a deadline for completing the erection of the effluent treatment plant, the Chief Conservator of Forests is authorised to entrust West Coast Paper Mills with the conversion and removal of timber at the departmental schedule of rates. The timber will be made available by the Mills to the Department for further disposal.

The action taken by the Chief Conservator of Forests (General) in having already made available a block of 20 hectares of land in F.S.No.22 (pt) of Kerwad village to the West Coast Paper Mills for putting up the Second Stage Effluent Treatment Plant in anticipation of approval of Government is also ratified. This Order issues with concurrence of Finance Department vide their U.O. Note No.5386/W2/77, dated 28-1-1977.

BY ORDER AD IN THE NAME OF THE  
GOVERNOR OF KARNATAKA.

(H. MUNIRAM)  
UNDER SECRETARY TO GOVT.,  
FOOD & FOREST DEPARTMENT.

To

1. The Chief Conservator of Forests (GL), Bangalore.
2. The Accountant General, Bangalore.
3. M/s West Coast Paper Mills Ltd., No.24 Kasturba Road, Bangalore-1.
4. The Chairman, Karnataka State Board for Prevention and Control of Water Pollution, 7th and 8th Floors, Public Utility Building, No.25, Mahatma Gandhi Road, Bangalore-1.
5. The Conservator of Forests, Canara Circle, Dharwar.
6. The Divisional Forest Officer, Haliyal Division, Haliyal.
7. The Finance Department K.G.S., Vidhana Soudha, Bangalore.
8. Weekly Gazette.
9. Section Guard File.

ANNEXURE TO THE GOVERNMENT ORDER NO. FFD 141 VOL 75,  
DATED 19th JUNE, 1978.

- 1) The period of the lease shall be 20 years in the first instance. Extension of lease shall be granted by the Government at its discretion and it shall be subject to such terms and conditions as may be specified for such extended period.
- 2) The Company shall pay rent of Rs.1250/- per hect. (Rs.500/- per acre) for the area which may or part of a hectare. The rent is subject to revision whenever circumstances so warrant and in a manner advantageous to the Government.
- 3) The area shall be properly demarcated by the Company on the ground by means of boundary stones which should be kept in proper repair throughout the lease period to the satisfaction of the Divisional Forest Officer.
- 4) The Company shall utilise the area exclusively for the effluent treatment. If the Company puts the land for any other use or contravenes any other conditions, the Company will have to pay penal rent of Rs.5000/- per Hect. (Rs.2000/- per acre) per year with retrospective effect including cancellation of lease.
- 5) Any amount due to the Government under the lease deed shall be recovered from the Company as arrears of Land Revenue or under any other provision under which it could be recovered.
- 6) The Company shall permit the officers and servants of Government at all times to enter upon the land aforesaid to review the conditions of lease from time to time.
- 7) The Company shall not quarry stones or use earth for brick manufacture and other such purposes without the previous permission of the Divisional Forest Officer in writing and shall use the same with permission only on payment of its seigniorage rates existing at the time of such removal.
- 8) The Company shall deposit with the Forest Department a sum of Rs.10,000/- (Ten thousand only) in National Savings Certificate Bonds for the due fulfilment of all the conditions and in case of breach of any of the conditions, the Conservator of Forests having jurisdiction over the land under lease shall be at liberty to impose penalty upto a maximum of Rs.1,000/- (one thousand) for each such breach and recover the same. If the lessee fails to pay the same within 15 days from the date of such demand it shall be lawful for the Conservator of Forests to order recovery of this amount from the deposit. If any such penalty is recovered from the deposit, it should immediately be made good within 30 days so that the deposit is always Rs.10,000/-.
9. The Company shall not sublet, mortgage, or alienate the demised land or any portion thereof to any other party or body for any purpose without the specific previous permission of Government in writing, which the Government might concede subject to such terms and conditions as it may decide.
10. The Company shall not do any act which is destructive or permanently injurious to the land excepting the construction of tanks etc., for treatment of effluent water of the Company as approved by Government.
11. The Company shall so long as the lease is in force, pay the yearly rent regularly to the Government in advance, the first of such payment to be made on the day of signing the agreement and the subsequent annual payments on the corresponding day and month of the succeeding years.

In the circumstances, Government are pleased to accord sanction for the grant of 20 hectares of land in F.S.No.22 (et) of Kerwad village on a lease rent of Rs.500/- per acre (Rs.1250/- per hectare) subject to the terms and conditions mentioned in the annexure to this Government Order.

Since the Board for Control and prevention of Water Pollution of the Government has fixed a deadline for completing the erection of the effluent treatment plant, the Chief Conservator of Forests is authorised to entrust West Coast Paper Mills with the conversion and removal of timber at the departmental schedule of rates. The timber will be made available by the Mills to the Department for further disposal.

The action taken by the Chief Conservator of Forests (General) in having already made available a block of 20 hectares of land in F.S.No.22 (pt) of Kerwad village to the West Coast Paper Mills for putting up the Second Stage Effluent Treatment Plant in anticipation of approval of Government is also ratified. This Order issues with concurrence of Finance Department vide their U.O. Note No.5386/N2/77, dated 28-1-1977.

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To  
The Chief Conservator of Forests (GL), Bangalore.  
2. The Accountant General, Bangalore.  
3. M/s West Coast Paper Mills Ltd., No.24 Kasturba Road, Bangalore-1.  
4. The Chairman, Karnataka State Board for Prevention and Control of Water Pollution, 7th and 8th Floors, Public Utility Building, No.25, Mahatma Gandhi Road, Bangalore-1.  
5. The Conservator of Forests, Canara Circle, Dharwar.  
6. The Divisional Forest Officer, Haliyal Division, Haliyal.  
7. The Finance Department K.G.S., Vidhana Soudha, Bangalore.  
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This lease made this 4<sup>th</sup> day of (August) one thousand nine hundred and seventy eight between the Governor of Karnataka, exercising the Executive Power of the Government of the State of Karnataka, hereinafter called "Lessor" (which expression shall unless the context does not so admit include his successors in office and assigned) of the one part and the West Coast Paper Mills, Ltd. Dandeli a company incorporated under the Indian Companies Act 1913 and having its registered office at Bangalore Nagar, Dandeli, Uttara Kannada District (Karnataka State) hereinafter called the "Lessee" (which expression shall unless the context does not so admit include its successor or successors in business and permitted assigns) of the other part.

Whereas by an order of Government in their Order No. FED 141 FGL 75 dated 19th of June 1978 the lessor granted to the lessee the lease of 20 Hectares of forest land in Forest Sy. No. 4 of Dandeli and 22 (part) of Kerwed village in Haliyal Taluk, Uttara Kannada District for putting up the Second stage Effluent Treatment plant and has agreed to observe and perform the terms, covenants and conditions on the part of the lessee hereinafter contained.

And whereas by a rule under section 102 Clause (1) of the Karnataka Forest Act 1963, hereinafter called the said Act who-ever enters into any contract with any Forest Officer acting on behalf of Government shall if so required by such Forest Officer, bind himself by a written instrument to perform such acts or lease.

Now these articles witness that in pursuance of the said agreement and in consideration of the rent hereby reserved and the conditions and covenants on the part of the lessor hereinbefore contained, the lessor doth hereby demise unto lessee, all that piece of parcel of land situated at Dandeli/Kerwed, Haliyal Taluk in Uttara Kannada District containing by measurement 20 Hectares or thereabouts and more particulars described in the Schedule hereto annexed and delineated on the plan thereof hereto annexed and herein and marked by a red colored boundary line together with all buildings or structures at any time standing or being thereon and herewith to go with all the rights covenants and appurtenances thereunto belonging except and reserving unto the lessor all the rights and interests in and under the area

GOVT. OF THE WEST COAST

Divisional Forest Officer,  
Haliyal Division, Haliyal.

(D. L. Maheshwari)  
Chief Executive & Secretary

shrub and other growth upon the said land or any part thereof to hold the said land and premises herein before expressed to be hereby demised (hereinafter referred to as "the demised premises" unto the lessee for a term of 20 years to be computed from the date of this agreement.

AND WHEREAS before signing this agreement the Company has deposited with the Divisional Forest Officer, Haliyal Division, Haliyal hereinafter called "The Divisional Forest Officer" a sum of Rs.10,000/- (Rs. ten thousand only) in form of "National Savings Certificate as security for the due fulfilment of all the conditions and terms of this agreement herein after provided.

1. The period of the lease shall be 20 years in the first instance. Extension of lease shall be granted by the Government against discretion and it shall be subject to such terms and conditions as may be specified for such extended period.

2. The Company shall pay a rent of 1250/- per Hect. (Rs.500/- per acre) or part of a Hects. The rent is subject to revision whenever circumstances so warrant and in a manner advantageous to the Government.

3. The area shall be properly demarcated by the Company on the ground by means of boundary stones which should be kept in proper repair throughout the lease period to the satisfaction of the Divisional Forest Officer.

4. The Company shall utilise the area exclusively for the effluent treatment. If the Company puts the land for any other use or contravene any other conditions, the company will have to pay penal rent of Rs.5000/- per hect (Rs.2000/- per acre) per year with retrospective effect including cancellation of lease.

5. Any amount due to the Government under the lease deed shall be recovered from the Company as arrears of Land Revenue, or under any other provision under which it could be recovered.

6. The Company shall permit the officers and servants of Government at all times to enter upon the land aforesaid to review the conditions of lease from time to time.

7. The Company shall not quarry stones or use earth for brick manufacture and other such purposes without the previous permission of the Divisional Forest Officer in writing and shall use the same with permission only or payment of its seigniorage rates existing at the time of such removal.

*Mr. P. The West Coast Asphalt Mills*  
..3.

Divisional Forest Officer,  
Haliyal Division, Haliyal.

(C. L. Maheshwari)  
Chief Executive & Secretary

8. The Company shall deposit with the Forest Department a sum of Rs.10,000/- (Rs. Ten thousand only) in National Savings Certificate Bonds for the due fulfilment of all the conditions and in case of breach of any of the conditions, the Conservator of Forests having jurisdiction over the area under lease shall be at liberty to impose penalty upto a maximum of Rs.1000/- (Rs. One thousand only) for each such breach and recover the same. If the lessee fails to pay the same within 15 days from the date of such demand it shall be lawful for the Conservator of Forests to order recovery of this amount from the deposit. If any such penalty is recovered from the deposit, it should immediately be made good within 30 days so that the deposit is always Rs.10,000/-.

9. The company shall not sublet, mortgage, or alienate the demised land or any portion thereof to any other party or body for any purpose without the specific previous permission of Government in writing, which the Government might concede subject to such terms and conditions as it may decide.

10. The company shall not do any act which is destructive or permanently injurious to the land excepting the construction of tanks etc., for treatment of effluent water of the Company as approved by Government

11. The Company shall so long as the lease is in force, pay the yearly rent regularly to the Government in advance, the first of such payment to be made on the day of signing the agreement and the subsequent annual payments on corresponding day and month of the succeeding years.

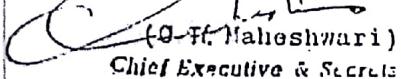
12. If the company fails to pay to the Government any sum or sums payable under the lease on the respective dates on which they become due, the lessees shall have to pay interest at 9% per annum upto 90 days and beyond 90 days 13% or at such a rate as may be fixed in the years to come on such amounts from the due dates to the date of payment. For the purpose of reckoning interest, a period of 15 days and above the purpose of reckoning interest, a period of 15 days and above shall be reckoned as one month and the below reckoned as half a month.

13. In the event of temporary suspension of the lease during the agreement period, if any, the Government shall be at liberty to levy and recover proportionate rental from the Company upto the date withdrawal of the order of such suspension.

14. The sum of Rs.10,000/- deposited by the Company under condition No.(8) or such portion thereof as is available at the time of expiry of the contract shall be returned to the Company as early as possible thereafter.

15. The Company shall abide by other terms and conditions as may be imposed by Government from time to time, after mutual agreement.

16. The Paper Mills effluent tanks should be located at high elevation, so that the Company should let out the treated water of this tanks ~~at the disposal of Forest Department only after the permission from the State Public Health Department.~~

  
(O. H. Maheshwari)  
Chief Executive & Secretary

17. No other treatment involving air pollution or soil pollution shall be allowed to be taken.

18. The lease shall be cancelled by Government, if the Company becomes defunct or the Company does not fulfil any of the condition of the lease. In the event of such cancellation, lessee shall not claim any compensation. In the event of cancellation of this lease, the buildings whatever is standing on the land on that date of such cancellation shall become the absolute property of Government.

19. The final project shall be implemented only after the project is approved by Government.

20. If any difference of opinion arises as to the interpretation of any of the clauses, the decision of the Chief Conservator of Forests (General), Karnataka State, Bangalore shall be final and binding on the lessee. In case the lessee is not satisfied with the decision of the Chief Conservator of Forests, he shall have the right to appeal to Government.

21. On expiry of the contract period, the lessee shall remove all fixtures and movables which have been paid for by him from the demised land within a period of six(6) months from the date of expiry and the lessee shall hand over vacant peaceful possession of the area at the end of the period failing which the Government shall be at liberty to take suitable action.

22. The Company shall fell, convert and hand over the timber to the Forest Department at the Departmental schedule of rates.

23. The Company shall execute an agreement embodying the above conditions with the Divisional Forest Officer, Haliyal Division, Haliyal as per G.O.No.FFD/141/FGL/75 dated 22-7-1978.

The lessee shall keep a strip of 50 feet width on the road side and on the said a buttin wallah and 100 feet in width on other side where the boundary adjoins reserved forests. Such strip shall be kept clear of any inflammable material through out the said term so as to prevent fire from spreading into the adjoining forests. The lessee will be at liberty to grow vegetables or crops on the said strip but shall not erect any structures or store any materials thereon.

IN WITNESS WHEREOF the Seal of the West Coast Paper Mills Limited, has been affixed hereto and the Governor of Karnataka has caused the Divisional Forest Officer, Haliyal Division to set his hand and affix his official seal hereunto his behalf the day and the year first above written.

(Ch. Krishnamurthy)  
Chief Executive & Director

Divisional Forest Officer,  
Haliyal Division, Haliyal.

THE SCHEDULE ABOVE REFERRED TO

All the piece or parcel of land or ground of the quit and ground rent tenure situate, lying and being at and bearing Sy. No. 4 of Dandeli and 22 of Kerwad in Haliyal Taluka, Uttara Kannada District containing my admeasurement 20 Hects, or there about, and bounded as follows that is to say:

- On or towards the North Boundary fixed by stones.
- On or towards the South-Halmaddi Deptt.
- On or towards the East-Boundary fixed by stones.
- On or towards the West - 200 acres leased land to West Coast Paper Mills.

SIGNED SEALED AND DELIVERED BY

*B.K.Gouda*  
(B.K.GOUADA) 4/19  
DIVISIONAL FOREST OFFICER,  
HALIYAL DIVISION, HALIYAL.

In the presence of:

- 1. *Shiv*
- 2. *D.Gouda*

The seal of the West Coast Paper Mills, Limited has been affixed hereto pursuant to a resolution of the Board of Directors dated 27th April 1977.



The West Coast Paper Mills Limited.

*C.L.Maheshwari*  
C.L.Maheshwari

In the Presence of:

- 1. *Shiv*
- 2. *C.L.Maheshwari*