

Item No. 4

Tri-partite agreement with industrial house etc. for raising plantations on forest land.

The Government of India has issued guidelines under Forest (Conservation) Act, 1980 for allowing the use of degraded forest land for the purpose of raising plantations by the industrial house, non-government organizations with the objective of increasing the forest cover by involving the Private Sector. The following guidelines to be followed while allowing the forest lands for afforestation purposes to the Private Sectors :-

- i) There must be tri-partite agreement between the industrial house, an acceptable NGO of repute and the local Forest Department.
- ii) The agreement must have the commitment of the industrial house to bear the cost of the scheme, of the NGO to faithfully implement the scheme under the supervision and direction of the Forest Department.
- iii) The industrial house and the NGO will not claim any right whatsoever over the forest land or the produce any time thereafter.
- iv) The rights of local people if any, over the forest land will not be affected by the agreement.
- v) The agreement will be for a period of say 5 to 7 years during which the area is likely to be tackled including maintenance.

- vi) The scheme should be prepared in such a way so that naturally occurring species should be given priority in the rehabilitation and even plantations should be of local native species.
- vii) Only such forest lands that are less than 0.4 density and that cannot be regenerated within natural regeneration should be taken up under this scheme.
- viii) Any other condition that State Forest Departments considers essential to fulfill objectives and preamble of these guidelines.

Pursuant to these guidelines, Government of Maharashtra has so far given permission to ten private institutions namely (1) M/s. Mahindra Life Spaces Developers Ltd., Worli, Mumbai, (2) Shri Nilesh Narayan Rane, (3) M/s. Sandoj Private Ltd., Navi Mumbai, (4) Pro. Imaji Greens & Imaji Developers, Thane, (5) The Kalyan Janta Sahakari Bank, (6) M/s. Sita Real Estate Developers Pvt. Ltd., (7) Shree Precoated Steel Ltd., (8) M.I.T.Pune, for afforestation over the area of 505 ha in the past 7 to 8 years. The details are given in the annexure enclosed herewith.

The proposals are received from respective DCFs for submitting the same to the government through the C.C.Fs, and PCCF office. After sanction from the Government, the local forest officers are authorized to enter into agreement with the private parties. Apart from ten proposals, four more proposals have been received by the Forest Department and they are being processed.

The Department of Industries and Environment could play important role to encourage the private sectors as well as public sectors to take up the plantations on the degraded forest lands as they have some control

over the industries, therefore, these departments may be involved to make this programme a success.

Tri-partrite Agreement.

This agreement made at Kolhapur on the ____ day of ____/2003 in the year Two Thousand and Three between the Governor of Maharashtra exercising the executive power of the Government of the State of Maharashtra hereinafter referred to as the Government (which expression) shall unless the context does not so admit include his successors and assigns) of the one part and M/s. Phytotrom Agro Products (India) Private Limited, a company incorporated under the Companies Act 1956 (I of 1956) and having its Registered Office at Phytotron Research Centre, situated at Plot No. 603, 15th Cross, 6th Phase, J.P. Nagar, Bangalore-560 078 of the second part and (Tatyasaheb Kore Warna Krishi Purak & Training Cooperative Society, Warananagar) of the third part, the parties at the second part and the third part hereinafter jointly and severally referred to as the Licensees (which expression shall unless the context does not so admit include their respective successors and assigns).

Whereas with a view to accelerating the Afforestation work on the degraded forest areas having density of ____ within the State of Maharashtra the Government has decided to implement through its Forest Department with the assistance of the Forest Officers at Division of Kolhapur the Programme of Afforestation and Rehabilitation of degraded forests with participation of private sector through involvement of NGOs and Forest Department, as per the directives of the Government of India, Ministry of Environment and Forest (F.C. Division) REF. NO. 821/96-FC dated 7th June, 1999 and subsequent circular of Principal Chief Conservator of Forests, Government of Maharashtra under circular No. D.O. No. Desk 15/14 dt. 31st Jan. 02. And whereas the Licensees desire to participate and assist Government in implementing the said Afforestation

Programme in the degraded forest land of Kolhapur Division in District Kolhapur and Sangli and more particularly described in the Schedule in accordance with the Government Programme for Afforestation/Rehabilitation of the degraded forests and as approved by the above referred circular of the Government of Maharashtra herein referred to as the approved scheme that the Government has agreed to do on the terms and conditions hereinafter appearing.

1. In consideration of the Government hereby granting to the Licensee a permission as mentioned in Clause (2) hereof the Licensees do hereby agree to participate and assist Government in implementing the said approved scheme in the Division of Kolhapur and to duly observe and perform the terms and conditions herein contained and to be observed and performed by the licensees.
2. In consideration of the Licensees agreeing to participate and assist Government in implementing the said approved scheme in the Division of Kolhapur and to duly observe and perform the terms and conditions herein contained, the Government hereby grants unto the Licensee permission to enter upon the forest land belonging to Government, admeasuring about (in words & figures) Hectares and situated in the Circle and Division of Kolhapur and more particularly described in the Schedule, for the purpose of Afforestation and raising plantation thereon strictly in accordance with the approved scheme.
3. Subject to the provision in this agreement, this License shall be effective for a period of seven years term and as mutually agreed and consented upon for such terms from the _____ day of _____

2003 unless terminated by the Parties in accordance with the terms and conditions thereof as indicated in clause 6(1) of this agreement.

4. During the subsistence of this agreement, the Licensees shall be deemed to be mere Licensees only of the Licensed premises as such shall have license and authority to enter upon the Licensed Premises for the purpose of carrying out afforestation/plantation work in accordance with the Approved Scheme under the said Afforestation Programme. And that the actual ownership of the land on which afforestation/plantation work is to be carried out by the Licensees shall continue to remain with the Government.
5. The licensees do hereby for themselves and their respective successors covenant with the Government as follows:-
 - I) The licensees shall within 7 days from the date of execution of this agreement take steps at its own costs to get the area of the licensed premises clearly demarcated and erect on the boundary lines thereof such permanent mark as may be approved by the Chief Conservator of Forests, Kolhapur Circle. The Licensees shall at their own costs always repair and keep the said boundary marks in good order and condition.
 - II) The licensee shall not at any time construct any permanent structure.
 - III) Provided however, the licensee may with the prior permission in writing of the concerned forest officer at their own cost construct on the licensed premises only essential temporary structures for raising/rearing of seedlings. After completion of the project it shall be the responsibility of

the party no. 2 to dismantle and remove such temporary structures from the licensed premises.

IV) Soon after the coming into force of this Agreement, the Licensee shall in strict accordance with approved scheme by the Chief Conservator of Forests, Kolhapur Circle, undertake the work of Afforestation and develop greener or green belts over the Licensed premises. The licensees shall be entirely responsible for the actual Afforestation/Plantation as well as maintenance, conservation, growth thereof. In addition the Licensee shall also maintain the already existing tree stand if any.

V) The licensees shall undertake the Afforestation/Plantation work at their own cost purely on voluntary basis without anticipation of any kind of return of profits there from.

VII) The licensee shall take all the adequate measures for proper development of afforestation/plantation work carried out by the licensees on the licensed premises and for promoting soil and water conservation including watering and maintaining the plants and trees thereon, undertaken from time to time fertilizer application, plant protection measures with spraying or soil application, and adoption of other silvicultural measures that help in higher productivity and better forest management.

VIII) The licensees shall implement this Afforestation/Plantation Programme on the licensed premises under the supervision and guidance of the concerned forest officer or any other authorized by him and shall abide by all directions, orders, suggestions etc. given by him from time to time.

IX) The licensees shall permit any Forest Officer to inspect the records of work maintained by the licensee. The licensees shall comply with the directions, if any given by such Forest Officer, in respect of the work within reasonable measure.

X) The Licensee shall not at any time fell any tree without previous permission in writing of the concerned Forest Officer which shall not be granted unless the tree is silviculturally matured or is dead or is to be replaced immediately by planting a fresh tree.

XI) The licensees shall have no right whatsoever on usufructs derived from the plantation made by the Licensees on the licensed premises. All such usufructs shall belong to the Government which shall be disposed off by the Government in such manner as it may deem fit.

XII) Provided, however, the Forest produce shall be utilized for the benefit of the local persons residing in or around nearby forest area as per the rights of local people over the forest land and as per the orders to be issued by the Government or the Chief Conservator of Forests from time to time.

XIII) The licensee and the concerned Forest Officer shall ensure that the people residing in or around the nearby forest area are taken into confidence and their active participation in largest number is sought for implementing the Special Afforestation Programme.

XIV) On expiry of the period of this agreement, it shall be deemed to come to an end and thereupon the licensees shall not be entitled to any compensation for any improvement or development work carried out by them on the Licensed premises or otherwise howsoever.

XV) Provided with the mutual consent of the Parties the agreement shall be renewed for a term or terms that may be deemed silviculturally necessary or as may be required for other forest conservation purposes under the renewed or revised terms of the agreement as agreed upon by the Parties as per and under the guidelines of the Afforestation Approved Scheme.

XVI) The licensees shall not in any manner whatsoever assign or transfer to any other company or person the Afforestation/plantation work under Approved scheme on the Licensed premises or the benefit of this license or any part thereof.

XVII) The licensees shall prevent any fire spreading out from the licensed premises in to the neighbouring Government forest and for the purpose take all precautionary fire protection measures at their own cost with the licensed premises as per the directions issued from time to time in this regard by the Chief Conservator of Forests, Kolhapur. The licensees shall render to the Government all possible assistance in extinguishing any fire occurring anywhere through such fire may have arisen outside the licensed premises. The licensees shall keep the record in details of the improvement works carried out by them in the licensed premises in such form as may be desired in this behalf by the concerned Forest Officer and shall, on demand, make such records available to any such Forest Officer for inspection and checking.

6(I) If the licensees fail or neglect to carry out Afforestation/plantation work on the licensed premises strictly in accordance with the approved scheme in the licensed premises or commits a breach of any of the terms

and conditions of the agreement, Chief Conservator of Forests, Kolhapur Circle, shall be at liberty to terminate this agreement.

6(II) No order of termination of agreement shall be made except after giving a notice in writing to the licensee and considering his say if any.

6(III) In the event of agreement being terminated, no compensation shall be payable by the Government to the licensee/s on any account whatsoever, However, the licensee shall pay to the Chief Conservator of Forests the balance amount of the approved scheme so as to enable the Chief Conservator of Forests to complete the remaining works.

7. All disputes and differences whatsoever arising or relating to this license and whether as to the interpretation of any terms and condition of this agreement or other matter whatsoever which have been enumerated herein above, either during the subsistence of the Licenses or at any time thereafter between parties hereto shall be referred to the Revenue and Forests Department, Mumbai, whose decision thereon subject to any appeal thereon to the Government shall be final and binding upon the parties hereto.

8. All Money payable by the Licensees to the Government under or by virtue of this License whether as value, penalty, damage or otherwise shall be deemed to be arrears of land revenue and may without prejudice to any other rights and remedies of the Government be recovered from the Licensees as arrears of the land revenue.

9. The stamp duty on this Agreement and its duplicate shall be borne and paid by the licensees.

10. Licensees, at all time and in any circumstances, will abide by all the provisions of Forest (Conservation) Act, 1980 and Indian Forest Act, 1927.

The schedule

Circle_____, Division_____, Range_____, Name of Village
_____, Working Circle_____, Comptt._____, Coupe _____, Area
_____. Four boundaries of the area

North

South

East

West

IN WITNESS WHEREOF THE PARTIES HERETO HAVE UNTO
SET THEIR RESPECTIVE HANDS

THE DAY AND THE YEAR FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED BY

CHIEF CONSERVATOR OF FORESTS, KOLHAPUR CIRCLE

FOR AND ON BEHALF OF THE GOVERNOR OF MAHARASHTRA

IN THE PRESENCE OF

1

2

AND ON BEHALF OF LICENSEE

NAME AND ADDRESS

BY VIRTUE OF GOVT. RESOLUTION OF THE GOVT. OF
MAHARASHTRA _____

IN THE PRESENCE OF

1

2

AND

NAME AND ADDRESS

BY VIRTUE OF GOVT. RESOLUTION OF THE GOVT. OF
MAHARASHTRA -----

IN THE PRESENCE OF

1

2

