

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
SOUTH ZONE, AT CHENNAI.**

Original Application No. 208 of 2021 (SZ)

In the matter of

Srikanth Madhyastha

Udupi

Karnataka

Applicant

Versus

1. The District Collector,

Udupi District. & 13 others

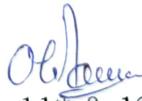
Respondents

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Place: Chennai

Date: 16th Aug. 2022


Adv. For 11th & 12th Respondents

M V V RAMANA

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Original Application No. 208 of 2021 (SZ)

In the matter of

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Udupi
Karnataka

... Applicant

Versus

1. The District Collector,

Udupi District,
Rajathadri,
Manipal, Udupi – 576104
Karnataka
Email : deudu-rd-ka.nic.in, deo.udupi@gmail.com
Ph.: 9480242600, 0820-2574924

2. The Member Secretary

**State Level Environment Assessment
Authority Karnataka,**
7th Floor, 4th Gate, M.S. Building,
Bangalore – 560001.
Email : memsecy@kspcb.gov.in
Ph.: 080-25589112, 080-25586321

3. The Chairman

Karnataka State Pollution Control Board,
Parisara Bhavan, 49, IV Floor,
Church Street,
Bangalore – 560001
Karnataka
Email: chairman@kspcb.gov.in
Ph.: 080-25581383

4. The Environmental Officer,

Karnataka State Pollution Control Board,
Parisa Bhavan Plot No.36C,
Shivaly Industrial Area, Manipal,
Udupi – 576104
Karnataka
Email: udupi@kspcb.gov.in
Ph.: 0820-296016

5. The Regional Director (Environment)

Department of Environment and Ecology,
Government of Karnataka, 1st Floor,
'C' Block, Rajathadri,
District Administrative Center, Manipal,
Udupi – 576104
Karnataka
Email : udupi3crz@gmail.com
Ph.: 0820-2574848



6. The Chairman
**Karnataka State Coastal Zone,
Management Authority,**
4th Floor, M.S. Building,
Bangalore – 560001
Karnataka State
Email: mkskczma@gmail.com
Ph.: 0820-22353961, 0820-22032206
7. **The Secretary to Government Ministry of Environment
Forest and Climate Change,**
Indira Paryavaran Bhavan,
Jor Bagh Road, Aliganj,
New Delhi – 110003
Email : officemefcc@gmail.com
Ph.: 011-24695132, 011-264695136
Fax: 011-24695329
8. **The Additional Principal Chief Conservator of Forest
Regional Office,
Ministry of Environment Forest (SZ)**
Kendriya Sadan, 4th Floor, E & F Wings,
Bangalore – 560034.
Karnataka
Ph.: 080-25537184, 080-25537180 & 080-25635901
Email: rosz.bng-mef@nic.in
9. **The Director
Directorate of Fisheries,**
3rd Floor, Podium Block, V.V. Tower,
Dr. B.R. Ambedkar Veedhi,
Bangalore – 560001.
Email : dfkarnataka@rediffmail.com
Ph.: 080-25537184, 080-25637180 & 080-25635901
10. **The Deputy Director,
Department of Fisheries,**
2nd Floor, Bannanje, Jee,
Udupi Old Zilla Panchayath Building
Udupi – 576101
Email.: ddfudupi@gmail.com, sradfudp@gmail.com
Ph.: 080-2530444, 9884044919
Karnataka
11. **M/s. Yashaswini Fisheries,**
Units – I & II,
Represented by its Managing Parnter,
B. Keshava Kundar,
Situatd at survey No.71/3, 71/5, 72/3, 72/21B & 71/6,
Balkudru Vilage,
Hangarkatte, Udupi Taluk & District
Karnataka – 576210
Email : Not known
Ph.: 9900957501
12. **Uma Devi W/o. B. Keshava Kundar**
Pandeshwara Village,
Sasthana Post,
Udupi Taluka District, Karnataka – 576226
Email : Not known
Ph. : Not known

13. **The Panchayat Development Officer,**
 Erodi Grama Panchayath, Irodi Village,
 Brahmavara Taluk,
 Udupi District - 576226
 Ph.: 9480862569
14. **The President**
School Development Monitoring Committee (SDMC)
 Government Higher Primary School
 Hangarakatte Post, Balkudru Village,
 Udupi Taluk & District,
 Karnataka - 576218
 Email : hpsbalkudru@gmail.com
 Ph.: 9845441016

MEMO FILED ON BEHALF OF THE 11TH AND 12TH RESPONDENTS
 FOR PRODUCTION OF DOCUMENTS

The 11th and 12th Respondents seek the permission of this honourable tribunal to produced the following documents in support of their response to the above application.

1. The respondents are producing the authenticated copy of the consent given by the Karnataka State Pollution control Board, Mangalore to operate the unit which is valid from 20/07/2019 to 30/09/2022, as annexure **L**.
2. The respondents are producing the agreement to sell of the property in survey No.s 72/22B and 72/4 and also a power of attorney executed by the previous owners, which is a partnership firm in favour of the Managing Partner of the 11th Respondent firm.
3. The copy of the agreement to sell dated 14th December 1999, is produced as annexure **M** and the power attorney dated 10th October 2000 is produced as annexure **N**.
4. That the property located n survey no72/22B, has a temporary structure measuring about 500 sft. which the workers use it to as parking place. and is not connected to the

da

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factory and no machinery is installed nor any production takes place and is away from the factory. As the place is not being used for any industrial activity no consent is required from the Karnataka State Pollution control Board.

5. That the property located in survey no. 72/4, comprises of only Private road and there is no construction of any sort in this place, as it is a Private Road, and no consent is required from the Karnataka State Pollution control Board.

6. The objections filed by the 11th and 12th Respondents have honestly mentioned all the properties which are in the possession of the Managing Partner of the 11th Respondent although not part of the Industry.

7. These Respondents reserve liberty to reply to the arguments advanced by the other respondents who have not yet given their reply.

WHEREFORE it is Prayed that the honourable court may be pleased to take on record the above three documents in the interest of justice and equity.

Place: Chennai

Date: 16th Aug. 2022


Advocate for 11th & 12th Respondents

M V V RAMANA



**Consent For Operation
(CFO-Air,Water)**

Karnataka State Pollution Control Board
Zonal Office : Mangalore,
Plot No.10B, Parisara Bhavana, Baikampady Industrial
Area,Mangalore-575011
Tele : 0824-2408420

Industry Colour: ORANGE Industry Scale: SMALL

(This document contains 8 pages including annexure & excluding additional conditions)

Combined Consent Order No: W-314247 PCB ID: 17390 Date: 13/08/2019

Combined consent for discharge of effluents under the Water (Prevention and Control of Pollution) Act , 1974 and emission under Air (Prevention and Control of Pollution)Act , 1981

- Ref: 1. Application filed by the industry / organization on 15/07/2019
 2. Inspection of the Industry/organization/by RO, on 20/07/2019

Consent is hereby granted under Section 25(4) of the Water (Prevention & Control of Pollution) Act, 1974 (herein referred to as the Water Act) & Section 21 of Air (Prevention & Control of Pollution) Act, 1981, (here in referred to as the Air Act) and the Rules and Orders made there under and subject to the terms and conditions as detailed in the Schedule Annexed to this order.

The Occupier is authorized to operate /carryout industry/activity & to make discharge of the effluents & emissions confirming to the stipulated standards from the premises mentioned below:

Location:

Name of the Industry: Yashaswini Fisheries
 Address: Balekudru Village., Hangarkatte
 Industrial Area: Not In I.A., Balekudru,
 Taluk: Udupi, District: Udupi

Discharge of effluents under the Water Act:

Sr	Water Code	WC(KLD)	WWG(KLD)	Remark
1	Domestic Purpose	2.000	1.600	Septic Tank & Soak Pit
2	Manufacturing Processes	5.000	5.000	To be used for gardening after due treatment

Discharge of Air emissions under the Air Act from the following stacks etc.

Sl. No.	Description of chimney/outlet	Limits specified refer schedule
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The details of Sources, control equipments and its specification, type of fuel, rate of emissions, constituents to be controlled in emissions etc. are detailed in Annexure-I.

The consent for operation is granted considering the following activities/Products;

Sr	Product Name	Applied Qty/Month	Unit
1	fish cutting	750.0000	TON

This consent is valid for the period from 20/07/2019 to 30/09/2022

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 ನಿವೇಶನ ಸಂಖ್ಯೆ 36/C
 2ನೇ ಹಂತ, ಬೈಕಾಂಪಡು, ಮಂಗಳೂರು-576104

ENVIRONMENTAL OFFICER
 Karnataka State Pollution Control Board
 Udupi



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To,
Yashaswini Fisheries
Udupi

NOTE:

The following Conditions A(2b, 2c & 3c) mentioned above are not applicable.

Additional Conditions:

1. The applicant shall treat the trade effluent to the standard stipulated in Annexure-I.
2. The applicant shall take suitable measures to control foal Smell nuisance from the industrial activities.

COPY TO:

1. The Regional Officer, Udupi for information and necessary action.
2. Master Register.
3. Case file.

Consent Fee paid : Rs. 100

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ನಿರೀಕ್ಷಣ ಸಂಸ್ಥೆ 36/C
ಶಿವಳ್ಳಿ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶ, ಮೇನವಾಲ-576104

ENVIRONMENTAL OFFICER
Karnataka State Pollution Control Board
Udupi



**Consent For Operation
(CFO-Air,Water)**

Karnataka State Pollution Control Board
Zonal Office : Mangalore,
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Tele : 0824-2408420

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SCHEDULE

TERMS AND CONDITIONS

A. TREATMENT AND DISPOSAL OF EFFLUENTS UNDER THE WATER ACT.

1. The discharge from the premises of the occupier shall pass through the terminal manhole/manholes where from the Board shall be free to collect samples in accordance with the provisions of the Act/Rules made there under.

2(a). The sewage/domestic effluent shall be treated in septic tank and with soak pit. No overflow from the soak pit is allowed. The septic tank and soak pit shall be as per IS 2470 Part-I & Part-II.

2(b). The treated sewage effluent discharged shall conform to the standards specified in Annexure-I.

3(a). The trade effluent generated in the industry shall be treated in the ETP and treated effluent shall conform to the standards stipulated by the Board in Annexure-1

3(b). The trade effluent shall be handed over to CETP and maintain logbook of effluent generated & sent every day.

4. The occupier shall install flow measuring/recording devices to record the discharge quantity and maintain the record.

5. The occupier shall not change or alter either the quality or the quantity or the place of discharge or temperature or the point of discharge without the previous consent/ permission of the Board.

6. The Occupier shall not allow the discharge from the other premises to mix with the discharge from his premises. Storm water shall not be allowed to mix with the effluents on the upstream of the terminal manhole where the flow measuring devices are installed.

B. EMISSIONS:

1. The discharge of emissions from the premises of the applicant shall pass through the air pollution control equipment and discharged through stacks/chimneys mentioned in Annexure-II where from the Board shall be free to collect the samples at any time in accordance with the provisions of the Act and Rules made there under.

2. The occupier shall provide port holes for sampling of emission, access platforms for carrying out stack sampling, electrical points and all other necessary arrangements including ladder as indicated in Annexure-II

3. The Occupier shall upgrade/modify/replace the control equipment with prior permission of the Board.

C. MONITORING & REPORTING:

1. The occupier shall get the samples of effluents & emissions collected and get them analyzed once a month/ Indicated in Annexure for the parameters.

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ENVIRONMENTAL OFFICER

Karnataka State Pollution Control Board
Udupi

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D. SOLID WASTE (OTHER THAN HAZARDOUS WASTE) DISPOSAL:

1. The Occupier shall segregate solid waste from Hazardous Waste, Municipal Solid Waste and store it properly till treatment/disposal without causing pollution to the surrounding Environment.
2. The solid waste generated shall be handled & disposed by scientific method without causing eye sore to the general public and to the surrounding environment.

E. NOISE POLLUTION CONTROL:

1. The industry shall ensure that the ambient noise levels within its premises shall not exceed the limits i.e 75 dB(A) Leq during day time and 70 dB(A) Leq during night time as specified in the Environment (Protection) Rules.

F. GENERAL CONDITIONS:

1. The Board reserves the right to review, impose additional conditions, revoke, change or alter terms and conditions of this consent.
2. The Occupier shall forthwith keep the Board informed of any accidental discharge of emissions/effluents into the atmosphere in excess of the standards laid down by the Board. The applicant shall also take corrective steps to mitigate the impact.
3. The Occupier shall provide alternative power supply sufficient to operate all Pollution control equipments.
4. The entire premises shall always be kept clean. The effluent holding area, inspection chambers, outlets, flow measuring points should made easily approachable.
5. The Occupier shall display the consent granted in a prominent place for perusal of the inspecting officers of the Board.
6. The Occupier his heirs, legal representatives or assigns shall have no claims what so ever to the continuation or renewal of this consent after expiry of the validity of consent.
7. The Occupier shall make an application for consent at least 45 days before expiry of this consent.
8. The occupier shall maintain register recording the ambient air quality and stack monitoring. The register shall be open for inspection by the Board Officers at all time.

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ನಿವೇಶನ ಸಂಖ್ಯೆ 36/C
ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪ್ರದೇಶ, ಮಂಗಳೂರು-575011

ENVIRONMENTAL OFFICER

Karnataka State Pollution Control Board



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ANNEXURE-I

Sl no	Characteristics	Tolerance Limits
1	Suspended solids mg/l, Max.	200
2	pH Value	5.5. to 9.0
3	Oil and grease mg/l Max.	10
4	Biochemical oxygen demand (3 days At 27 deg C (mg/l, Max.)	100

Note: All efforts should be made to remove colour and unpleasant odour as far as practicable.

Annexure-II

Chim. No.	Chimney attached to	KVA Rating/ Capacity	Minimum chimney height to be provided above ground level (in Mtr)	Constituents to be controlled in the emission	Tolerance limits mg/NM3	Air pollution Control equipment to be installed, in addition to chimney height as per col.(4)	Date on which air pollution control equipments shall be provided to achieve the stipulated tolerance limits and chimney heights conforming to stipulated heights.
1	D.G. Sets	Not Applicable		0 PM(mg/NM3), SO2(PPM), NOx (PPM)	150, 100, 50	N.A	---

Note:

N.A Not Applicable

Note:

- The Noise levels within the premises shall not exceed 75 dB (A) leq during day time and 70 dB(A) leq during night time respectively.
- The DG set shall be provided with acoustic measures as per SI.No.94 in Schedule-I of Environment (Protection) Rules.
- There shall be no smell or odour nuisance from the industry.

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ಮೇಲಣ ಸಂಖ್ಯೆ 36/0

ENVIRONMENTAL OFFICER

Karnataka State Pollution Control Board
Udupi



Consent For Operation
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LOCATION OF SAMPLING PORTHOLES, THE PLATFORMS, THE ELECTRICAL OUTLET.

1. Location of Portholes and approach platform:

Portholes shall be provided for all chimneys, stacks and other sources of emission. These shall serve as the sampling points. The sampling point should be located at a distance equal to atleast eight times the stack or duct diameters downstream and two diameters upstream from source of low disturbance such as a Bend, Expansion, Construction Valve, Fitting or Visible Flame for rectangular stacks, the equivalent diameter can be calculated from the following equation.

$$\text{Equivalent Diameter} = \frac{2 (\text{Length} \times \text{Width})}{(\text{Length} + \text{Width})}$$

- The diameter of the sampling port should not be less than 3". Arrangements should be made so that the porthole is closed firmly during the period when it is not used for sampling.
- An easily accessible platform to accommodate 3 to 4 persons to conveniently monitor the stack emission from the portholes shall be provided. Arrangements for an Electric Outlet Point off 230 V 15 A with suitable switch control and 3 Pin Point shall be provided at the Porthole location.

For and on behalf of the
Karnataka State Pollution Control
Board

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ENVIRONMENTAL OFFICER
Karnataka State Pollution Control Board



**Consent For Operation
(CFO-Air,Water)**

Karnataka State Pollution Control Board
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ನಿರೀಕ್ಷಣೆ ಸಂಖ್ಯೆ 36/0
ಶಿವರ ಕ್ರಾಂತಿ ರಸ್ತೆ, ಮಂಗಳೂರು-576104

ENVIRONMENTAL OFFICER
Karnataka State Pollution Control Board

13
100Rs



AGREEMENT TO SELL IMMOVABLE

PROPERTIES WITH A BUILDING

THEREON

THIS AGREEMENT is made this 14th day of
December 1999 BETWEEN

M/S Indcrafts, Hungarcutta, a part-
nership firm represented by its partners

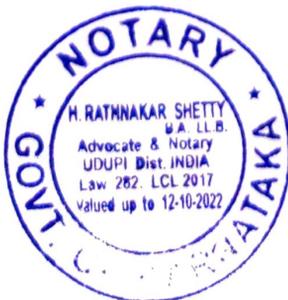
(1) C.G.GOPAL PANICKER, Son of C.G.G.

Panicker (2) Mrs EASWARI .K. PANICKER,

Daughter of C.G.G. Panicker and (3) Dr.

PADMAJA .K. PANICKER, Daughter of C.G.G.

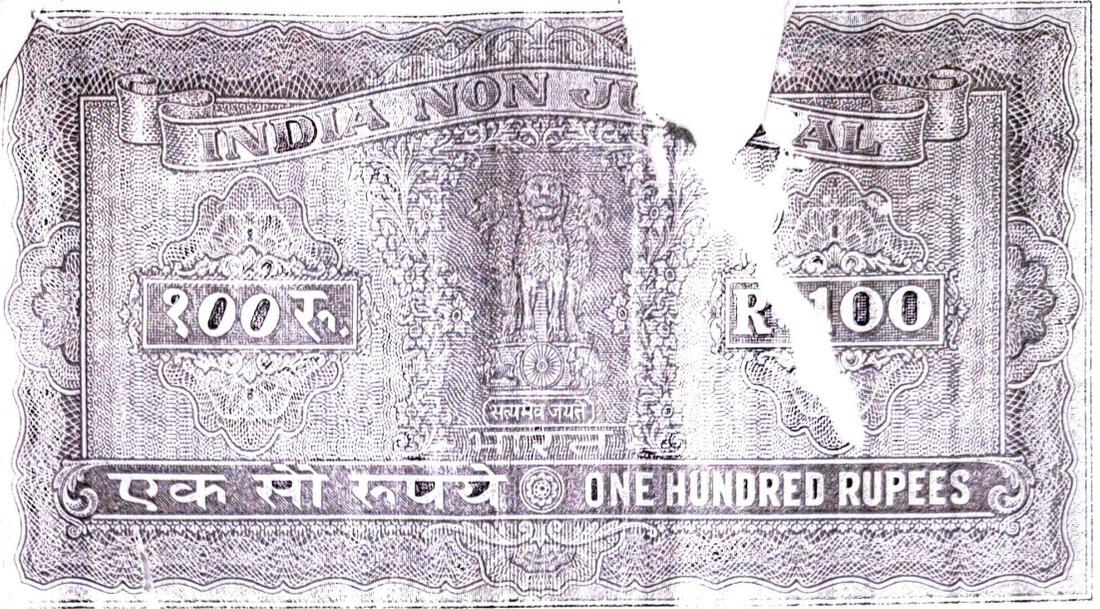
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H. Rathnakar Shetty
Advocate
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H. Rathnakar Shetty
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NOTARIAL REGISTER NO.
Sl. No. 122
Date 03/10/20
Book No. 1

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100Rs.



-: 2 :-

PANICKER, all residing at KUDAPPANAKUNNU

Village, THIRUVANANTAPURAM District, KERALA

State - by their attorney their father C.G.G.

PANICKER, aged about 73 years, Son of Late

V.K. Gopal Panicker, residing at the said

Kudappanakunnu Village (hereinafter called

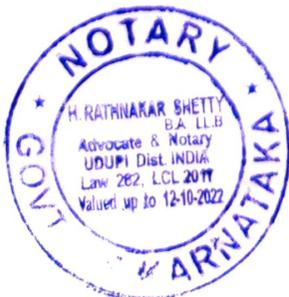
"the vendor") of the one part.

AND

B.KESHAVA KUNDER, aged about 42 years,

Son of M.K. Sriyan, residing in Pandeshwar

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Subbender

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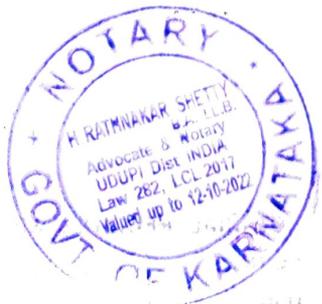
Date. *03/01/2022*

Book No. *12*

disposing of the schedule properties and the purchaser is desirous of purchasing the same which bear a building ;

And whereas C.G.Gopal Panicker, one of the partners of the said firm by a Power of Attorney dated 2-08-1999 and authenticated by Notary Public for South carolina appointed his father C.G.G. Panicker his attorney to sell the schedule properties ;

And whereas Mrs Easwari .K. Panicker, one of the partners of the said firm by a registered Power of Attorney dated 21-08-1997 appointed her father the said C.G.G. Panicker her attorney to sell the schedule properties ;



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... 5
NOTARIAL REGISTER NO.
SL No.....
Date.....
Book No.....

Village, Udupi Taluk, Karnataka here-
inafter called "the purchaser") of e
other part.

Whereas the vendor purchased the
properties described in the schedule here
below and in this agreement hereinafter
mentioned as "the schedule properties"
under four sale deeds detailed here below ;

And whereas the schedule properties
now belong to the vendor absolutely ;

And whereas the vendor has already
submitted an application to the concerned
authority for mutation of khata of the
schedule properties in the name of the
said firm ;

And whereas the partners are desirous

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03/06/20

NOTARIAL REGISTER NO.

SL No. 123

Date 08/01/2012

Book No. 1

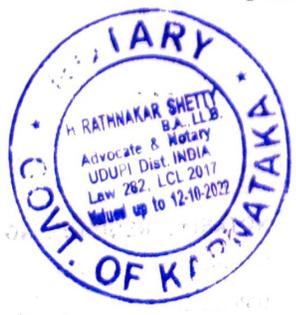
lakh) of the price shall be paid to the vendor by the purchaser at the time of registration of sale deed in respect of the schedule properties.

2. The sale will be free from encumbrances.

3. It has been agreed that a deed of sale in the process of the said sale shall be made in favour of the purchaser on or before 15-3-2000. Time is the essence of contract.

4. All expenses in respect of the said sale deed and registration of the same shall be borne by the purchaser.

5. The vendor shall hand over to the purchaser ten days in advance RTC's in



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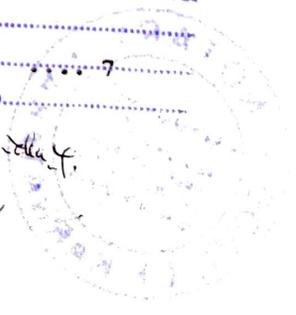
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NOTARIAL REGISTER NO.

SL No.....

Date.....7.....

Book No.....



And whereas Dr Padmaja K.Panicker, one of the partners of the said firm by a registered Power of Attorney dated 20.8.96 appointed her father the said C.G.G. Panicker her attorney to sell the schedule properties ;

WHEREBY IT IS MUTUALLY AGREED

AND DECLARED AS FOLLOWS

1. The vendor will sell and the purchaser will buy the schedule properties for a consideration of 4,55,000/- out of which an amount of Rs.1,55,000/- (one lakh fifty five thousand) was paid to the vendor by the Purchaser as earnest money under a separate receipt on 13-12-99 (the receipt of which the vendor hereby acknowledges) and the balance of Rs. 3,00,000/- (three

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NOTARIAL REGISTER NO.

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Date: 13/06/2022

Book No. 1

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erty to resell the schedule properties.

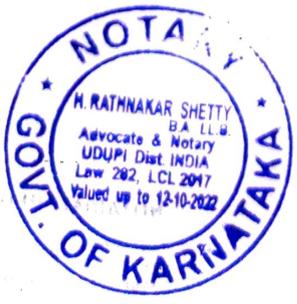
8. Both the parties hereto are entitled to seek specific performance of this agreement and have releif in Civil Court.

9. The vendor shall execute sale deed or sale deeds in respect of the schedule properties in favour of person or persons proposed by the purchaser, of course in confirmity with the terms and conditions of this Agreement.

10. The aforesaid terms and conditions shall bind both the parties, their legal heirs, successors, legal representatives and all those claiming through or under them.

11. This agreement is prepared on non-

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Date.....
Book No.....



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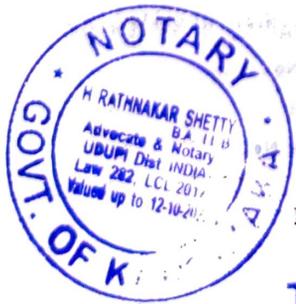
[Handwritten Signature]
[Handwritten Name]
[Handwritten Initials]

the name of the said firm, title deeds,
(Certificate)
necessary (certifi) from Airody Village
Panchayat and Partnership deed in respect
of the schedule properties (to prepare the
Sale deed)

6. In case the vendor fails to execute
the sale deed in respect of the schedule
properties in spite of the purchaser
being ready to perform his part of con-
tract, the purchaser is entitled to seek
specific performance of this Agreement
and have the sale deed in his favour
through the process of court at the cost
of the vendor.

7. In case the purchaser fails to
comply with the terms and conditions of

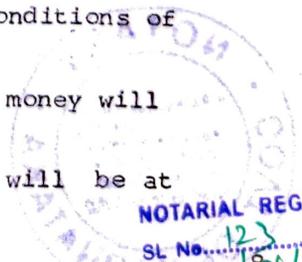
this Agreement, his earnest money will
be forfeited and the vendor will be at



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NOTARIAL REGISTER NO.
SL No. 123
Date 17/8/2022

-: 9 :-

judicial stamp papers in duplicate. The first copy (prepared on stamp papers of Rs.200/-) shall be in possession of the purchaser and the second copy (prepared on stamp paper of Rs 50/-) shall be in possession of the vendor.

12. Both the parties hereto have signed this Agreement in the presence of persons who have signed this as witnesses.

SCHEDULE

Description of the properties

Immovable properties of Muli and Mulgeni Right, that situate in Balkudru Village, Udupi Taluk, Brahmavar Registration Sub District.

Sl No.	S.No.	S.D.No	Kissam	Extent
-----	-----	-----		Ac Cents

NOTARIAL REGISTER NO. 123
 Date: 03/06/2022
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22

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Mulgeni Right

- 1. 72 4 (por.) Garden 0-01
- 2. 72 3 (por.) Garden 0-01

Mulgeni Right

- 3. 72 22 B Garden 0-01
- 4. 72 21 B (por) Garden 0-01

The vendor purchased these properties from T.Ramanath Kini under a sale deed registered as No.51 of 1982-83, Book I, Volume 764 and on pages 42 to 48 in the office of the Sub Registrar Brahnavar and boundaries of the above properties are the same as detailed in the said sale deed No. 51/82-83.

Muli Right

- 5. 72 4 (por.) Garden 0-01
- 6. 72 3 (por.) Garden 0-03

The vendor purchased these properties

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UDUPI**

NOTARIAL REGISTER NO.

SL No. 123

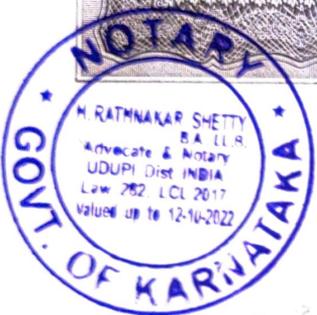
Date 03/06/2022

Book No.

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DEED OF SPECIFIC POWER OF ATTORNEY

WHEREAS the registered firm Indcrafts, Hungarcutta was constituted on the eighth day of October 1981 as firm No.3/8/81-82 and entered in the Registrar of firms of S.K. District, Mangalore with Smt. Kamala G. Panicker and her son C.G. Gopal Panicker as partners.

AND WHEREAS the Partnership was reconstituted by agreement dated 18th April 1996 admitting Smt. EASWARI K. PANICKER and Dr. Padmaja K. Panicker daughters of Smt. Kamala G. Panicker as partners in substitution of Smt. Kamala G. Panicker who

Easwari & Panicker

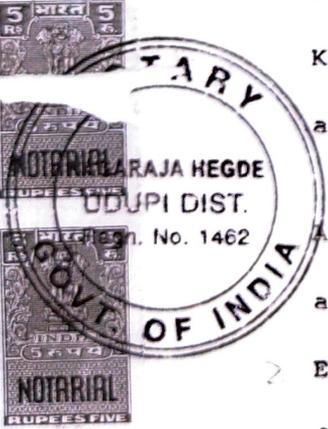
SIGNED BEFORE ME ...2.

[Signature]
NOTARY 10/10/2000
UDUPI

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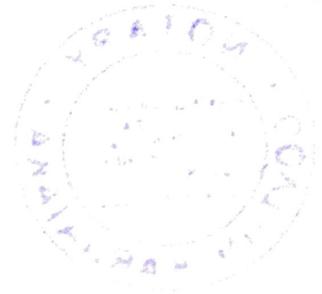
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NOTARY
UDUPI 06/10/20

No. OF CORRECTIONS *Nil* ONLY



24

To..... 1467
Value Rs. 100/- only
Sold to. Eshwari... Panikkar Hanganacutt
Cewri Road, Udipi.
Date. 10/10/2000. S/S Panikkar Stamp Vendor



Certificate U/S 41 of the KSA, 1957 in
the purpose of section 34, 39 & 40 of the
Karnataka Stamp Act, 1957

Certificate that a sum of Rs. 5010/- in words
Rupees Five thousand ten only.

being the Deficit/Tax paid Stamp duty & Penalty
Rs. 1000/- has been remitted to S. B. ...

dated 12/10/11 By B. Reshaya Kunda
No. / W.P. N.K. Sriyan. Pandeshwara

grama residing at Udipi TQ
In respect of this document



Deputy Commissioner of Stamp
Udupi District, Udupi.

TRUE COPY

withdraw from the partnership leaving the firm under the partnership of Sri. C.G. Gopal Panicker, Dr. Padmaja K. Panicker and Smt. Easwari K. Panicker.

AND WHEREAS the firm has been Owners of fixed assets at Hungarcutta Port comprised in 35 Cents land and Buildings thereon since 1983 purchased under registered Sale Deed No.s 51/82-83, 52/82-83, 53/82-83 & 54/82-83 from Ramanath Kini and his sons Sudhakar Kini, Kamalaksha Kini and Varadaraja Kini respectively and have been in possession/enjoyment of these assets ever since then.



AND WHEREAS the Business activities of the firm at Hungarcutta have been stopped.

AND WHEREAS the Partners have decided to dispose of the Property at Hungarcutta by sale to a suitable buyer.

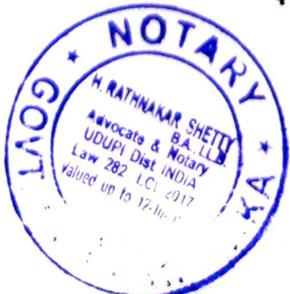
AND WHEREAS all the Partners had executed registered General Power of Attorney favouring their father Sri. C.G.G. Panicker to act on their behalf in all matters including partnership matters.

TRUE COPY

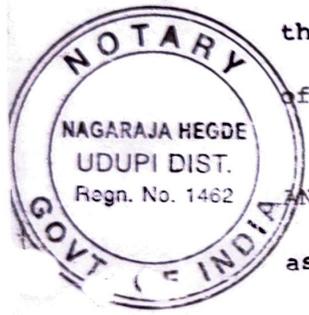
Easwari K. Panicker

SIGNED BEFORE ME ...3.

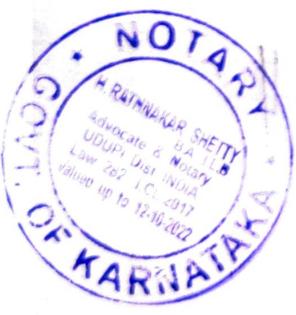
[Signature]
NOTARY 10/10/2000
UDUPI



AND WHEREAS Sri. C.G.G. Panicker has executed an agreement on behalf of the Partners with Sri. Keshav Kunder aged 43 Years Son of Sri. M.K. Sriyan dated 14th December 1999, for sale of the fixed assets of the firm Indcrafts at Hungarcutta and received in full the sale consideration for sale to Sri. Keshav Kunder or his nominee the entire assets covered by the agreement and has also handed over possession of the concerned Properties to him.



AND WHEREAS the Partners have resolved to direct me as their representative and partner of the firm, Indcrafts to execute a Specific Power of Attorney on behalf of the firm Indcrafts, Hungarcutta, S.K. Dist., Karnataka State to give effect to the agreement dated 14th December 1999 with Sri. Keshav Kunder or to appoint a Specific Attorney to carry out this duty.



AND WHEREAS Sri. Keshav Kunder has expressed desire to have the Sale of the fixed assets to his nominee as per the agreement at a later date at his convenience.

AND WHEREAS it is not convenient for the firm to arrange for a partner to be present at Hungarcutta at a

S. S. Panicker

TRUE COPY SIGNED BEFORE ME ...4.

[Signature]
NOTARY 10/10/2000
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future indefinite date for signing the sale deed and effecting registration of the Sale Deed .

It is hereby declared and authorised by me Easwari K. Panicker, aged 35 years, daughter of Smt. Kamala G. panicker and Sri. C.G.G. Panicker with permanent residence at K.P.IV/5, Kamalnagar, Kudappanakunnu village, Thrivananthapuram, District, Kerala State, now residing at House No-4-264C, Alevoor Road, Manipal on behalf of the partners of the firm Indcrafts that Sri. Kesav Kunder, aged about 43 years, Son of Sri. M.K. Sriyar, be and is authorised to execute on behalf of the firm Indcrafts and all its partners all acts necessary in future for the satisfactory execution of the Sale Deed on behalf of the firm Indcrafts and its partners in favour of the nominee of Sri. Keshav Kunder as may be desired byhim.

It is hereby declared that all lawful acts done by Sr. Keshav Kunder on behalf of the firm Indcrafts and its partners in persuance of this specific Power of Attorney will be fully birding on the firm Indcrafts and its partners.



TRUE COPY Easwari K. Panicker ...5/- SIGNED BEFORE ME

Notary Signature 10/10/2000 UDUPI

:: 5 :: -

Signed on behalf of the firm Indcrafts,
Hungurcutta and its partners by Easwari K. Panicker,
daughter of Kamala G. panicker on this the 10th
day of October 2000 at Udupi.



Easwari K. Panicker

Easwari K. panicker,
Partner, Indcrafts,
Hungurcutta
residing at House No. 4-264C
Alevoor Road,
Manipal, S.K. Dt, Karnataka.

Witnesses:-

- IDENTIFIED BY ME 1) P.V.G. Nair,
Son of K.A. parameswara Menon
4-264C, Alevoor Road,
Manipal S.K. Dt.
- 2) C. Chandran,
Son of Chellakuttan
C.G. Nivas,
Mukkola, Mulloor P.O.,
Thiruvananthapuram Dt.

P. V. G. Nair

Chandran



SIGNED BEFORE ME

[Signature]
NOTARY 10/10/00
UDUPI

No. OF CORRECTIONS *one* ONLY

NOTARIAL REGISTER
Sl. No. 5785 dt 10/10/00

NOTARIAL REGISTER NO.
SL No. 119
Date 03-06-2022
Book No. 1

TRUE COPY
[Signature]
NOTARY
UDUPI



Srinivassan Jayaraman <advocate.srinivassanj@gmail.com>

29

NGT SZ - Memo in O.A No. 208 of 2021 - Srikanth Madhyastha_Udupi vs. The District Collector, Udupi - R11 & R12 for Production of documents

1 message

Srinivassan Jayaraman <advocate.srinivassanj@gmail.com>

Fri, Aug 19, 2022 at 6:19 PM

To: deo.udupi@gmail.com, memsecy@kspcb.gov.in, chairman@kspcb.gov.in, udupi@kspcb.gov.in, udupi3crz@gmail.com, msksczma@gmail.com, officemefcc@gmail.com, rosz.bng-mef@nic.in, dfkarnataka@rediffmail.com, ddfudupi@gmail.com, sradfudp@gmail.com, hpsbalkudru@gmail.com
Cc: m.v.v.ramana@gmail.com, advocate.srinivassanj@gmail.com

Dear Sir's,

Please find attached a Memo filed on behalf of the 11th and 12th Respondents for production of documents in the main O.A. 208 of 2021 at The National Green Tribunal (South Zone) - Srikanth Madhyastha Vs. The District Collector and 13 ors.

Srinivassan J

Advocate

Ph.: 9840228485

email.: m.v.v.ramana@gmail.com

Srinivassan J

Advocate

DRT & DRAT Bar Association, Chennai

Ph.: 9840228485

email.: advocate.srinivassanj@gmail.com

**NGT - OA 208 of 2021-Srikanth Madhyastha _Memo for production of documents.pdf**
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