

**GOVERNMENT OF KERALA
ABSTRACT**

Forest- Loses of land to the plantation Corporation of Kerala Ltd. Graft of the lease deed- approved amendment to the classes 2,4 and 12 of the direct lease deed- orders issued.

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AGRICULTURE (FOREST EST) DEPARTMENT

G.O. MS. 361/70/Agri

Dated , Trivandrum, 19-10-1970.

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Read:- 1. G.O. MS. 458/68/ Agri dt 1-11-1968.

2. From the Managing Director, Plantation Corporation of Kerala Ltd. Letter No, Estt./X/9/ 675 dt. 16-5-1970.

3. From the Chief Conservator of Forests/ letter No. G2. 1352/69 dated 27-6-1970.

ORDER

Government are pleased to order the clause 2,4 and 12 of the xx lease deed approved in the G.O. read above in respect of the Forest areas released to the Plantation of Kerala Ltd. Being substituted as follows.

Clause 2: The lessee shall utilized the entire lands hereby leased for the purpose of cultivating rubber or any other plantation crops which the leased under there Memorandum of Association is empowered to cultivate.”

Clause 4: “ The rent shall be payable for each financial year ending 31st March and the same shall be paid on or before the last day of such financial year to the Chief conservator of forests, Trivandrum. Compound interest shall be payable On xx defaulted amounts by the lessee to the lesser at 9% premium till the Date of payment”.

Clause 12: The various department of the lesser and the officers shall for official purposes of the Lesser, have the right without payment of any compensation, to use all the roads whether existing or constructed by the lessee in any part of the lands here by leased. The agents or contractors of the various departments of the lesser may like wise use such roads for the transport of Government timber or xx other purposes of the lesser.’

By order of the Governor.

K K Gopalan
Under secretary

To

The chief Conservator of Forests, Trivandrum.

Copy/

Sd/-
For Conservator of Forest
Trichur

THIS INDENTURE OF LEASE made on this Ninth day of July One thousand nine hundred and seventy one between THE GOVERNOR OF KERALA (hereinafter called ‘The Lesser’ which expression also means and includes unless inconsistent with the context his successors and assigns) of the one part and THE PLANTATION CORPORATION OF KERALA LIMITED a company incorporated in India under the Companies Act, 1956 and having its registered office of Kottayam (hear in after called ‘ The lasses which expression also means and includes unless inconsistent with the context its successors and assigns of the other part.

WHEREAS BY Order of the Lesser issued from time to time the lands more particularly described in the Schedule hereunder have been hundred over to and taken over by the Lasses on Lease on the dates mentioned in the paid schedule on the terms and conditions mentioned in the Kerala Government order No. MS. 78/64/Agri dated 28-1-1964.

AND WHEREAS on the requested of the lessee the Lessor has agreed to grant to the Lessees a long term lease of the said land more particularly mentioned and described in the Schedule hereunder for a period of 50 (Fifty) years commencing from the date mentioned in Clause 1 here of and on the terms and conditions here in after mentioned.

AND WHEREAS the Government of Kerala in their order No. MS 103/63/ Agri. Dated 21-1-1963 and G.O. MS 806/65 dated 16-10-65 and certain other orders have ordered the formal transfer to the Lessee of the said lands more particularly mentioned and described in the schedule here under on lease as a foresaid.

AND WHEREAS THE Lessees has paid to the Lassoer the rest for the Leases – hold for the period ending on 31st day of March 1971.

NOW THIS DEED WITNESSES AS FOLLOWS:

In consideration of the rent here in after reserve and of the Lessee’s covenant here in after contained, the Lessor DOTH hereby DEMISE UNTO the Lessee the properties mentioned below namely:

- a) the land commonly known as ‘ kodumon Group and more particularly mentioned and described as Item 1 in the first Schedule hereunder written.
- b) the Properties commonly known as ‘ Kalady Group) and more particularly mentioned and described as Item 3 in the First Schedule hereunder written;
- c) the properties comprised in perampra Estate and more particularly mentioned and described as Item 3 in the First Scheduled here under written;
- d) the properties comprised in perampra Estate and more particularly mentioned and described in the Second Scheduled here under written; and

e) the properties comprised in perampra Estate and more particularly mentioned and described in the Third Scheduled here under written to HOLD the same on lease for a period of fifty (50) years from the dates here in mentioned. The lease in respect of properties mentioned in the first schedule shall commence from the 12th day of December 1966. The lease in respect of properties mentioned in the second schedule shall commence from the 27th January 1968. The lease in respect of properties mentioned in the third schedule shall commence from 12th November 1969. The lease shall pay an yearly rent of Rs 3/- (Rupees three) per acre for the entire lease hold for the first 10 (Ten) years of the lease: and thereafter an yearly rent of Rs. 10/- (Rupees Ten) per acre until 31st day of December 1980. After the 31st day of December 1980 the Lessor shall have the right and authority to revise and refix the rate of rent. After such reification, the Lessor shall have the right and authority to revise the rate off rent at the expiry of every ten years thereafter . The lessees shall be bound to pay and shall pay such rent at such enhanced rate as may be fixed by the Lessor without raising any objection whatsoever. The average annual rental at the present rates works out to Rs. 1,65,733/- (Rupees one lakh , sixty five thousand , seven hundred, seven hundred and thirty three) on 19271.22 acres (7798.96 hectares).

2. The lessee shall utilize the entire lands hereby leased for the purpose of cultivating rubber or any other plantation drops which the lessee under its Memorandum of Association is empowered to cultivates.

3. The lessee shall have all the right of lessee over the lands hereby leased and such other right as are hereby conferred on the Lessee expressly or by necessary implication, but no other rights.

4. The rent shall be payable for each financial year ending 31st March and the same shall be paid on or before the last day of such financial year to the Chief Conservator of Forests, Trivandrum. Compound interest shall be payable on all defaulted amounts by the Lessee to the Lessor at 9 (nine) percent per annum till the date of payment.

5. The Lessee shall not alienate , Let or lease or part with possession of the lands without previous sanction in writing of the Lessor. PROVIDED HOWEVER that the Lessee shall be entitled to alienate mortgage, change etc. Lease or part with the possession of the land hereby leased to Agricultural Finance Corporation Limited herein after called 'AFCO' and / or to any one or more of the following Banks, namely (1) Bank of Indian (2) Syndicate Bank (3) Central Bank of Indian (4) United Bank of Indian (5) Union bank of Indian (6) Punjab National Bank(7) Bank of Baroda(8) Allahabad Bank (9) Dena Bank and (10) National and Grind lays Bank Ltd. Which Banks are hereinafter for brevity's sake referred to as'' the said ten banks') to secure (a) the repayment by the lessee of any some or sums lent or which may hereafter be Lent and Grind lays to as the said ten bank to the Lessee under or in pursuance of the Indenture Dated 8th April 1970 (b) the payment by the Lessees of any sum which may become payable by the Lessee to the AFCO and / or one or more of the said ten banks under or pursuant to the indenture dated the 8th day of April 1970 made between the Lessee therein called ' the borrower ' of the first part, AFCO of the second part and the said ten Banks of the third part and

© the observance and performance by the Lessee of the terms and conditions and covenants contained in the said Indenture dated 8th April 1970. Except as aforesaid the Lessee shall not alienate, let or lease or part with possession of the lands hereby leased without previous sanction in writing of the lessor.

6. At the end of the said period of fifty years the Lessor shall have the option to renew this lease for such further period and subject to such terms and conditions including the rate of rent as may be mutually agreed upon between the Lessor and the Lessee.

7. The Lessee shall not be entitled to any minerals and shall not quarry and take, or remove, ground granite or other similar substances from the land except for bona fide purpose of the plantations such as the making of roads and buildings.

8. The right of way, if any over the lands hereby leased as were in existence on the date of handing over of the Lands to the Lessee shall always be kept open.

9. The Lessor reserve to themselves the right over all running water beyond the quantity necessary for the Lessee's plantations including the cultivation, processing and manufacture of the produce or crop and the use of water for the domestic purpose of the employees of the Lessee.

10. All roads and water courses on the land which existed on the date of handing over the lands shall be maintained by the Lessee at the cost of the Lessee, the details of such roads and water course are mentioned in schedule 4.

11. The Lessor reserve to themselves the right of constructing on the land hereby leased, any roads, channels, buildings or other works in public interest but when improved or cultivated lands are used for such purposes, such improvements or cultivation shall be paid for at the value to be fixed by the Lessor.

12. The various departments of the Lessor and its Officers shall for official purposes of the Lessor, have the right without payment of any compensation to use all the roads whether existing constructed by the Lessee in any part of the lands hereby leased. The agents or contractors of the various departments of the Lessor may likewise use such roads for the transport of Government timber or for other purposes of the Lessor.

13. The Lessee shall allow Forest Officers of the Lessor to enter inspect and perambulate in the area hereby leased.

14. The Lessee shall be responsible for any damage caused to the land due to the negligence on the part of the Lessee or their employees or agents and in any case of such damage, the Lessee shall make good such loss to the Lessor as may be assessed by the Lessor.

15. The Lessee shall keep clear the boundaries of the lands hereby leased, failing which it shall be competent to the Lessor to carry out such works through other agencies and to recover

the costs thereof from the lessee. The lessee shall maintain cairns along the boundaries at their own cost.

16. On the expiry of the said period of 50 (fifty) years or any further period or periods for which the lease is extended, the lessee shall surrender to the Lessor all the lands together with all improvements and the Lessee shall have no claim for compensation for any improvements made by it.

17. If the Lessee violates any of the conditions of the Lease deed and does not rectify the same within two months after receipt of a written notice from the Lessor, the Lessor shall have the right to terminate the lease hereby granted and to take possession of the lands hereby leased together with all improvements thereon without payment of any compensation. PROVIDED THAT the Lessor shall not exercise the power hereby granted by this clause during the time the said Indenture dt. 8th April 1970 and between the Lessee as the Borrower of the third part AFCO of the second part and the said ten Banks of the third part, is subsisting and current and till all the amounts repayable or payable by the Lessee to the AFCO and or any one or more of the said ten Banks under or pursuant to the said Indenture dt. the 8th day of April 1970 are paid.

18. The area shown in the schedule is only Approximate and the rent shall be payable for the correct as found completion of the survey of the lands.

19. All sums found due to the Lessor under or by virtue of this leased deed shall be recoverable from the Lessee and their properties movable and immovable as if such sums are arrears of land revenue under the provisions of the revenue Recovery Act for the time being in force or in such other manner as the Lessee may deem fit.

20. The leased paying the rent hereby reserved and the performing the conditions herein contained shall quietly and peaceably possess and enjoy the lands hereby Lease- during the periods of the leases without interruption or disturbance by the Lessor or any person claiming under or in trust for the Lessor.

INWITNESS where of Shri. P.T. Devassy , Chief Conservator of Forests, Government of Kerala for and on behalf of the Lessor and Shri, K. Karunakaran Nair, Managing Director, Plantation Corporation of Kerala Ltd, the Lessee, who has been authorized to execute these presents for and on behalf of the lessee have hereunto set their hands the any and year first above written.

Sd/- P.T. Devassy.

Sd/-
K. Karunakaran Nair

Sd/-
For Conservator of Forests.