

No: A3/GFL/LAND/CR-01/14-15/2019-20

Office of the
Deputy Conservator of Forest,
Sirsi division, Sirsi
Date: 28-01-2020
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To,

Additional Principal Chief Conservator of
Forests (FC) & Nodal Officer (FCA),
Aranya Bhavan,
Bangalore

Dear Sir,

Sub: Diversion of 0.036Ha. of Forest Land in F.Sy.No. 49 of
Chipagi Village, Sirsi Taluka for the purpose of laying
out of a Approach Road in favour of Panchayat
Development Officer, Isloor Panchayat-reg.

Ref: 1. Your's Office letter No: (B3) A5(2)/ GFL/ CR-
22/1992-93 Date: 06-08-2019
2. Gram Panchayat, Islur, Tq: Sirsi (U.K) letter No:
GPI/ /2019-20 Date: 10-01-2020

With Reference to the above letter we here with submitting the
compliance report to the conditions of the lease agreement.

Si No	Conditions laid down in the lease agreement	Compliance to the condition
1	Period of lease shall be 10 (ten) years from the date of approval 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.	Yes, U.A Agreed
2	The lease shall pay a lease rent of Rs. 250/- (Rs. Two hundred fifty) only per ha. Or part thereof per year or fraction of a year. The rent is subjected to revision by government.	Yes, U.A Agreed, lease rent of Rs. 2500/- has been paid for 10 years.

3	The area shall be properly demarcated by the lessee on the ground by means of boundary stones, which shall be kept in proper repairs throughout the lease period to the satisfaction of the Deputy Conservator of Forests, Sirsi division, Sirsi.	The area demarcated by laying the boundary stones on the boundary.
4	The leases shall utilize the area mainly for the purpose for which it is granted within 5 months of execution of the agreement failing which the lease would be cancelled. If the lessee puts the land for any other uses or contravene any other conditions the lease is liable for cancellation.	The leased area has been utilized within 5 months for which it has been granted.
5	Any amount due to Government under the lease deed shall be recovered from the lessees as if it were an arrears of land revenue or under any other provision under which it would be recovered.	Yes, U.A Agreed
6	The lessee shall permit the officers and servants of Government at all times to enter upon the land and building aforesaid to review the conditions and state thereof.	Yes, U.A Agreed
7	The lessee shall not quarry stones or use earth for brick manufacture and other such purposes without the provision permission of the Deputy Conservator of Forests in writing and he shall use the same with permission only on payment of its value existing at the time of such removal.	No others work are taken place. The said area utilized for the purpose which it is granted.

8	The lessee shall deposit with the Forest Department a sum of Rs. 500/- only for the due fulfilment of all the conditions and in cases of breach of any of the conditions, the Conservator of Forests, Kanara Circle, Sirsi having jurisdiction over the area under lease, shall be at liberty to impose penalty upto a maximum of Rs. 100/- only for each such breach and to 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 10 days so that the deposit is always Rs. 500/-.	The amount of Rs. 500/- has been deposited
9	The lessee 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.	The area has not sub leased
10	The lessee shall not do any act which is destructive or permanently injurious to the land excepting establishing a ground level service Reservoir other allied buildings as approved by the Deputy Conservator of Forests, Sirsi division, Sirsi.	Yes, U.A Agreed
11	The lessee shall so long as the lease in force, pay the yearly rent regularly to the Government in advance, the first of such payments to be made on the day of sighting of the agreement and the subsequent annual payments on the corresponding day and month of succeeding years.	Yearly rent of Rs. 250/- paid in advance for 10 years

12	If the lessee fails to pay to the Government any sum or sums payable under the lease on the respective dates on which they become due, the lessee shall pay interest at 9% and penal interest @ 18% per annum or at such rates as may be fixed in the years to come from the due dates to the date of payment. For the purpose of reckoning interest for a period of 15 days and above shall be reckoned as one month and that below reckoned as a half month.	Yes, U.A Agreed
13	In the event of temporary suspension of the lease during the agreement period, the Government shall be at liberty to levy and recover proportionate rental from the lessee upto the date of withdrawal of the order of such suspension.	Yes, U.A Agreed
14	The sum of Rs. 500/- only deposited by the lessee under condition No. (8) or such portion thereof available at the time of expiry of the agreement shall be returned to the lessee as early as possible thereafter.	No - Comment
15	The lessee shall abide by other terms and conditions that may be imposed by Government from time to time.	Yes, U.A Agreed
16	The lessee shall not cut the trees if any existing in the area. The tree growth if any will be disposed of by the Forest Department or it will be retained if it deems fit, in which case the lessee shall protect the trees to the satisfaction of the Forest Department.	Yes, U.A Agreed

17	(i) The lessee shall protect from fire and other damage land as well as the trees and shall be responsible for all damage and loss thereto, for whatsoever cause arising. Failure to pay the amount of damage caused to trees and forest produce as assessed by the Deputy conservator of Forests, Sirsi division, Sirsi the lessee is liable to pay to the Government a penalty exceeding Rs. 100/- only and the amount of such penalty and damages shall be recoverable from the lessee under the section 112 of the Karnataka Forest Act, 1963 as if it were as arrears of land revenue.	No fire incident are occurred during the lease period. The U.A has agreed to take action to protect the land from fire also in the future.
	(ii) The lessee shall be responsible for all the irregularities commissions or omissions committed either by himself or his agent or laborers within a radius of 2 furlongs from the leased area as if the said irregularities have been committed by himself.	Yes, U.A Agreed
18	(i) The lessee shall prevent any fire from spreading from the land into the neighboring Government Forests and in the detection of any forests offence and when there is reason to believe that any such offences has been committed in that forests, in discovering and arresting the offender.	Yes, U.A Agreed
	(ii) The lessee shall bind himself to render every assistance and use of his labour and equipment to his best endeavor to extinguish fire, if any in the adjoining forest areas under lease and the lessee shall in all cases give immediate notice of such occurrence of the fire to the nearest forest. Remove or police officer.	Yes, U.A Agreed

19	The lessee shall not demand any compensation for any improvement which he may make on the land or for any building erect by him thereon during the time of this lease or for any crops or other produce standing or grown on the land when he quits the land. The lessee may however remove the materials of any building erected by him on the land. The lessee shall not be entitled to claim any compensation for the losses suffered by him in respect of any building or any other investment made in pursuance of the objective of the lease, if the demised areas go under the submersion etc.	Yes, U.A Agreed
20	The lease shall be cancelled by Government if the secretary Gram Panchayat, Chipagi in F.Sy .No 49 of chipagi village, Sirsi taluk becomes defunct or the lessee does not fulfill any of the condition of the lease. In the event of such cancellation, the lease shall not claim any compensation or damages from Government on that account and no damages or compensation shall be paid. In the event of cancellation of this agreement the building whatever are standing on the land on the date of such cancellation shall become the absolute property of Government.	Yes, U.A Agreed
21	The lessee shall start the constructional of road work within a period of six months from the date of handing over the area after execution of Agreement, and complete the constructions envisaged within a period of one year.	As per the condition the road work has been completed within the specified period.
22	If any difference of option arises as to the interpretation of ant of the clauses the decision of the principal Chief Conservator of Forests, Karnataka State, Banglore, shall be final and binding on the lessee.	Yes, U.A Agreed

23	The lessee shall submit proposal for renewal (if at all required) at least 6 months before expiry of the lease period. Otherwise, on expiry of agreement period the lessee shall remove all his fixtures and movables from the demised land within a period of 6 (six) months from the date of expiry and the lessee shall hand over vacant possession of the area at the end of the period failing which the Government shall be at liberty to take suitable action.	Due to misplacement of the file pertaining to the lease, the renewal of lease not applied in time. However now the renewal application has been upload in the online platform.
24	The lessee shall execute an agreement embodying the above conditions, within 30 days of the communication of the grant of land on lease basis. The conservator of Forests, Kanara circle, Sirsi may be at his discretion grant of extension of time for executing the lease agreement and other condition of any.	Yes, U.A Agreed
25	Legal status of Forest land will remain unchanged.	Yes, U.A Agreed
26	A minimum number of trees to be planed shall be computed at the rates of 2500 trees per ha. For the forest area being actually diverted. Cost for the same shall be paid by the user agency.	Compensatory afforestation Rs. 1800/- has been paid and the plantation has been raised in Sagar division.

Your's Sincerely


Deputy Conservator of Forest,
Sirsi division, Sirsi