

GOVERNMENT OF KERALA

Abstract

Malayattoor Division-22.70 acres of Forest Land-leasing out to Kurusumudi Church-terms and conditions of lease fixed-orders issued.

Agriculture (Forest-General) Department

G.O.MS.No.179/73/AD

Trivandrum, Dated 28.5.1973

Read: 1. G.O.Rt.No.3166/69/Agri. dated 30.12.1969
2. G.O.Rt.No.2936/70/Agri. dated 30.10.1970
3. Petition dated 12.7.1971 from Fr.J.Vadakumpadan, Vicar Kurisumudy Church, Malayattoor (P.O.), Via.Kalady.
4. From the Chief Conservator of Forests, Correspondence resting with his letter No.D1-15347/73 dated 19.4.1973

O R D E R

In the G.Os. read as first and second papers above, sanction was accorded to lease out 22.70 acres of forest land for an approach road to the Kurusumudi Church in Malayattoor Forest Division, and an area of 10 acres around the statue at the beginning of the road for the purpose of a Car Park (Total 22.70 acres on actual survey) for a period of 3 years. Sanction was also accorded for the disposal of tree growth in the area.

Government have been considering the terms and conditions for the above lease. They are now pleased to order that the following terms and conditions will be prescribed for the purpose.

- 1) Annual Lease rent at the rate of Rs.100/- per acre for the area to be leased out to the car park and road will be realised. A security deposit at Rs.500/- per acre for the satisfactory completion of the lease is also fixed.
- 2) The whole area will be continued as Reserve Forests and under the control of the Forest Department. The period of lease will be 3 years for the initial stage as already ordered by the Government. But the Govt. reserve the right to extend the lease period, at their discretion with a month's notice to the church authority.
- 3) The Church will have no right to construct any permanent structures over the area. Special sanction of the Government should be obtained for the proposed improvements to be made and such improvements should be removed as and when required by the Government at the cost of the church.
- 4) The lease will be responsible for the damages, if any caused to the cairns etc. and irregularities or illicit fellings in the adjoining reserves, say within 2 chains on either side of the road and around the car park and such loss, if any, as assessed by the department will be made good from the lessee.
- 5) The area should be used only for the purpose for which it is granted and in case of misuse, the lease will be cancelled.
- 6) The permission to use the area for the car park and approach road to the Kurusumudi Church granted will never be deemed to create an easement right in favour of the lessee or by others.

- 7) The Government will have full control over the area and the lessee shall surrender the same if and when required by the Government without claiming any compensation.
- 8) The lessee will remit the rent fixed yearly in advance in the sub Treasury at Kunnathunad and produce the receipted chalan before the Range Officer, Kodanad on or before 3rd January of every year. In case of default a further period of 30 days may be allowed by the Divisional Forest Officer, Malayattoor subject to the payment of penal interest at 12%. Even then if the lessee fails to remit the lease rent, the lease will be cancelled and the area resumed back, without any further notice.
- 9) On breach of all or any one of the terms of this agreement, the lease will be cancelled and the security will be forfeited to Government.
- 10) All amounts found due from the lessee as rent or compensation for damages if any caused to the properties of the Government by the lessee or their men on his behalf will be recovered from the lessees from their assets under the R.R. Act. in force or by other legal means besides forfeiting the security.
- 11) The lessee shall abide by the forest act and rules framed thereunder and shall assist the forest officers in detecting forest ~~xxx~~ offences and in extinguishing forest fires in the near vicinity.
- 12) In case of any dispute between the Divisional Forest Officer, Malayattoor and the lessee, in any matter in connection with this lease, the same shall be referred to the Conservator of Forests, Central Circle, Trichur whose decision shall be final and legally binding.
- 13) An agreement specifying the above conditions and also any other conditions required to safeguard the interest of the Government will be executed by lessee before the land is handed over to him. The Chief Conservator of Forests will take further immediate steps in this regard.

(By Order of the Governor)

P. KRISHNAN NAIR
Under Secretary.

To

The Chief Conservator of Forests.
The Conservator of Forests, Trichur.
The Divl. Forest Officer, Malayattur.
The Accountant General (This order issues with the concurrence of Finance Department)
The Finance Department (vide their U.O. No. 10462/A&D)/A1/70/Fin.
dtd. 29-7-1972)
The petitioner, Stock file
(True Copy)

Sd/-
For Conservator of Forests,
Trichur.

//True Copy//

For Divisional Forest Officer.

20/8/2012

Abstract

Malayattoor Division - 22.70 acres of forest land leased out to Kurisumudi Church - lease rent rate modified - revised orders issued

AGRICULTURE (FOREST GENERAL) DEPARTMENT

Trivandrum, dated 29.9.1976.

G.O. MS. 327/76/Agri.

- Read: 1. G.O. MS. 179/73/Agri. dated 28.5.1973
 2. Representation dated 10.11.1975 from Fr. Paul Chakkaiath, Vicar, Kurisumudi Church, Malayattoor.
 3. Letter No. PB-376100/75 dated 18/20-12-1975 from the Chief Conservator of Forests.

O R D E R

In the G.O. read above, sanction was accorded to lease out an area of 22.70 acres of forest land in Malayattoor Forest Division to the Kurisumudi Church for the purpose of approach road and Car Park subject to the terms and conditions specified therein. The lease rent fixed in the above case was Rs. 100/- per acre per annum. Fr. Paul Chakkaiath, Vicar, Kurisumudi Church in his representation read above has requested Government that the rate of lease rent may be reduced and certain conditions of the G.O. cited deleted. Government have considered the question in consultation with Chief Conservator of Forests and they are pleased to order that the lease rent in respect of the above area will be Rs. 125 per hectare per annum. They also order that the other conditions in the G.O. cited will stand. The Government order read above will stand modified to the above extent.

(By Order of the Governor)

N. SURENDRANATHAN,
UNDER SECRETARY.

To

- The Chief Conservator of Forests, Trivandrum.
- The Conservator of Forests, Trichur.
- The Divl. Forest Officer, Malayattoor.
- The Accountant General. (This orders issues with the concurrence of the Finance Department)
- The Finance Department (Vide No. 10053/A&D/A1/76/Fin. dtd. 15.9.76)
- The Petitioner

(True Copy)

Sd/-

For Conservator of Forests,
Trichur.

//true copy//

[Signature]
 For Divisional Forest Officer

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GOVERNMENT OF KERALA
ABSTRACT.

Forest land - Malayattur formation of road lines - Kurisumudy Church-
lease of land - orders issued.

Agriculture (Forest Estt.) Dept.
G.O.Rt. 3466/69/Agri. Dated, Trivandrum 30-12-1969.

Read:- 1. Letter No. G5-35116/69 dated 11-11-1969 from the Chief Con-
servator of Forests.
2. Petition dated 20-11-1969 from Rev. Fr. J. Vadakumpadan Vicar,
Kurisumudi Church, Malayattur P.O.

O R D E R

7-2-70 Sanction is accorded for leasing out forest land needed
for an approach road to the Kurisumudy Church in Malayattur forest
Division and an area of 10 acres around the statue at the beginning
of the road for the purpose of a Car Park for a period of three
years subject to the specific condition that the church will not put
any claims for the improvements effected by them and that the
Department may resume the land at any time without assigning reasons
with a notice of one month. The church authorities will be permitted
to improve and maintain the road and the car park area.

2. The Chief Conservator of Forests is requested to furnish
information on the following points immediately.

- i. The ~~exant~~ exact extent of the area of the road to be
leased out.
- ii. The reasonable rent to be fixed. The fact that the Church
makes good income every year may be taken into account while
suggesting the rent.
- iii. Other terms and conditions to be prescribed in the matter.

Sd./-
Assistant Secretary.

Endt. on G5-35116/69 dated 6-1-1970

Copy forwarded to the Conservator of Forests, Trichur for
immediate report on para 2 of the above Government order.
(Vide D.20892/69).

Sd./-
for Chief Conservator of Forests.

Endt. on D-20892/69 dated 29-1-1970.

Copy to Divisional Forest Officer, Malayattur (D.9189/69) for
attention. A copy of Chief Conservator of Forest's No. G5.35116/69
dated 11-11-69 called for in this office even no. dated 25-11-69
should be expedited.

The details called for by the Chief Conservator of Forests
should be submitted hence together with a draft copy of the agree-