



No. 6383

Value Rs. 600/-

For 2.2.64 for Coronet

Canning Co. Malpe

11-12-64

2/2/64 - 5/2/64

AUTHORITY: Government Order No. APD 139 FCL 63
dated 5th June 1968.

AGREEMENT NO. 3 OF 1967 - 1968

AN AGREEMENT made this 26th day of June in the year 1968 between Messrs. Coronet Canning Company, Malpe represented by its Proprietor, Sri. K. Madhva Raj, hereinafter styled 'the Lessee' of the one part and the Governor of Mysore, hereinafter styled the 'Governor' of the other part.

THEREAS an application has been made by the Lessee for the occupancy by him of certain forest land for the purpose of INSTALLATION OF A FISH CANNING FACTORY AND ALLIED FISHERIES INDUSTRIES SUCH AS ICE PLANTS, COLD STORAGE, JUICE FREEZING PLANTS ETC., at KARWAR and the said application has been granted upon the terms hereinbelow expressed and as part of such terms the sum of Rs. 100.00 (Rupees one hundred only) has been deposited with the Divisional Forest Officer of Karwar Division hereinafter called 'the Divisional Forest Officer' in cash as security for the due performance by the Lessee of the conditions hereinafter expressed.



For CORONET CANNING COMPANY,

P. A. S. S. S.

.....
Handwritten signature and initials.



No. 6884
 Value Rs. ... 2/50
 For Coronet Canning Co. Mulp
 11-12-64
 Stamp Value 2-25

: 3 :

AND WHEREAS by a rule under Section 76, clause (d) of the Indian Forest Act, 1927, hereinafter called 'the said Act', whoever enters into any contract with any Forest Officer acting on behalf of Government shall, if so required by such Forest Officer, bind himself by a written instrument to perform such contract;

NOW THESE PRESENTS WITNESS that in pursuance of the said application and in consideration of the conditions and covenant hereinafter contained and on the part of the Lessee to be respectively performed and observed, the Governor does hereby lease to the lessee, free of any occupancy price for the same all the land specified in the schedule hereto annexed for the purpose of Installing a Fish Canning Factory, and allied fisheries Industries such as Ice Plants, Cold Storages, and Quick Freezing Plants etc., for the term of 50 years commencing on the day of 4th January 1968 and expiring on the day of 3rd January 2018 subject to all the conditions, restrictions and stipulations hereinafter contained;

AND in consideration of the privileges secured to him as aforesaid and in compliance with the said rule the Lessee does bind himself to perform every duty and act expressed in the conditions

For CORONET CANNING COMPANY,
 R. D. T. ...

.....4
 S. R. ...
 GOVERNMENT

hereinafter contained as to be performed by him and does covenant with the Governor that he, the Lessee, and each of his servants and agents will abstain from every act expressed in the conditions hereinafter contained so as to be abstained from and the Lessee does hereby agree in case of any breach of any of the said conditions to pay to the Governor through the Divisional Forest Officer on demand made in such behalf by him the sum of Rupees one hundred only or such smaller sum as may in each case be determined by the Divisional Forest Officer in default whereof the whole of the said sum of Rupees One hundred only or of such smaller sum as aforesaid will, in accordance with Section 35 of the said Act, be recoverable from him as an arrears of land revenue.

THE SAID CONDITIONS are as follows, namely;

1. the Lessee shall perform the following duties and acts, that is to say -

a) he shall on or before the 3rd day of January in every year commencing with the current year during the term of this lease pay as rent the sum of Rupees 240.00 (Rupees two hundred forty only) per acre per year to the Range Forest Officer or other person duly authorised in writing by the Divisional Forest Officer to receive the same;

b) he or where there is more than one Lessee, some one of them on behalf of them all shall, before signing this agreement proceed with the Range Forest Officer to inspect the boundaries of the land and shall if called upon to do so, demarcate lines of the ground at their own cost by special or other marks as the Divisional Forest Officer may order and shall satisfy himself that boundaries are defined clearly and sufficiently upon the ground by the special or other marks, and shall give the Divisional Forest Officer a written certificate that he is so satisfied and further shall sign -

1) the map of the land attached to this agreement, in acknowledgement that it defines correctly the land as demarcated upon the ground.

For CORONET CANNING COMPANY,

Subhash Chandra

Subhash Chandra

11) the register made of the trees which have been reserved in the land, after verifying the same:

c) he shall protect from fire and other damage by man or beast the land as well as the reserved trees and forest produce thereon and shall be responsible for all damage and loss thereto and thereof from whatsoever cause arising; Failure to pay the amount of damaged trees assessed by the Conservator of Forests, Kanara Circle, Dharwar shall make the Lessee liable to pay to Government a penalty not exceeding Rs. 100.00 (Rupees one hundred only) and the amount of such penalty shall be recoverable from the lessee under Section 35 of the Indian Forest Act as if it were an arrear of Land Revenue.

d) he shall prevent any fire from spreading from the land into the neighbouring Government forest;

e) he shall assist in extinguishing any fire occurring in the neighbouring Government forest;

f) he shall also assist in preventing the commission in the neighbouring Government forest, of any forest offence and, when there is reason to believe that any such offence has been committed in that forest in discovering and arresting the offender;

g) he shall repair and keep in good order all special or other marks defining the boundaries of the land.

h) he shall pay all such expenses as the Divisional Forest Officer may determine to be necessary for, or to have been incurred in the execution of any work to be done, which by the conditions hereinbefore contained he has bound himself to perform and which on requisition made by the Divisional Forest Officer he has failed or omitted within the time specified in such requisition to perform;

Failure to pay the said expenses on demand by the Conservator of Forests, Kanara Circle, Dharwar shall make the Lessee liable to pay to Government a penalty not exceeding Rs. 100.00 (Rupees one hundred only) and the amount of such penalty shall be recoverable from the lessee under Section 35 of the said Act as if it were an arrear of Land Revenue.

i) he shall, before relinquishing the occupancy of the land give one month's notice in writing to the Divisional Forest

.....

Officer of his intention to terminate the lease.

II. The Lessee, his servants and agents shall abstain from the following acts, that is to say -

a) from subletting or assigning this land or any portion thereof or interest therein to any person whatsoever without the previous permission in writing from the Divisional Forest Officer;

b) from using the land for any except the following purposes viz:-

For Installation of a Fish Cannular Factory and allied Fisheries Industries such as Ice Plants, Cold Storages and Quick Freezing Plants etc.

or any other purpose which the Divisional Forest Officer may from time to time on the application of the lessee, allow by order in writing;

c) from claiming any right to, or exercising any right over, any trees or any forest produce except as specified in sub-clause (b) above.

d) from altering or causing to be altered any boundary marks put up by the Divisional Forest Officer to demarcate the land;

e) from allowing any lantana or other noxious growth or harmful creepers to exist or to grow upon the land.

III. And the Lessee further in addition to the conditions hereinbefore contained on breach of any one of which the sum of Rs. 100.00 (Rupees one hundred only) is to be paid, agrees to the following conditions that is to say -

a) no person other than the Lessee, except as is provided in the next following clause, can or shall have any part, share or interest whatsoever in this lease;

b) in the event of the whole or any portion of the land being sublet assigned and transferred with the written permission of the Divisional Forest Officer, the Lessee shall be responsible for the acts and omissions of the sub-lessees and their servants as if they were the servants of the Lessee.

For CORONET CANNING COMPANY,

Chandrabhushan

.....10.
[Signature]
Divisional Forest Officer,
Jodhpur, Karwar.

c) he shall not demand any compensation for any improvement which he may make on the land or for any buildings erected by him thereon during the term of his occupancy or for any crops or other produce standing or growing on the land when he quits the land; he may however remove the materials of any building erected by him on the land and reap any crops or produce raised by him standing on the land.

d) he shall be bound and shall abide by all decisions of the Divisional Forest Officer as to any question which may arise out of or in connection with his agreement or as to the interpretation thereof or any of the terms or conditions thereof.

e) In the event of the lessee being evicted any rent owed by him shall be recoverable from him as if it were an arrear of Land Revenue.

f) The rate of rent is also subject to revision when circumstances warrant.

AND it is hereby further agreed between the parties that in this agreement-

(1) the term 'Divisional Forest Officer' shall be deemed to mean the Divisional Forest Officer or any Forest Officer authorised by him in writing to act in the matter of the clause in which the said term is employed;

(2) The term 'Governor' shall be deemed to mean the Governor of Mysore his successors, and assigns;

(3) the term 'the lessee' shall include each and every person signing this lease, or in the case of this lease being entered into by a firm, each and every member of such firm, and his or their heirs, executors administrators and (subject to any condition against subletting or assigning the lease, or any portion thereof or any share of interest therein, which may be part of the conditions of this contract) his or their assigns, both jointly and severally.

IN WITNESS WHEREOF the lessee has hereunto set his hand and the Divisional Forest Officer, Karwar Division, Karwar by order of and for and on behalf of the Governor of Mysore has hereunto set his hand and seal the day and the year first above written.

Signed by

in the presence of

" *[Signature]*
" *[Signature]*

Signed by

in the presence of

For CORONET CANNING COMPANY,
LESSEE *[Signature]*

Proprietor.

[Signature]
DIVISIONAL FOREST OFFICER
Divisional Forest Officer,
Karwar Division, Karwar. *[Signature]*

