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GOVERNMENT OF KERALA

ABSTRACT

Forest land - Construction of Holiday Home at Kumily - Allotment of forest land in Thekkady Range to the Labour Welfare Fund Board on lease - Sanctioned -

AGRICULTURE (FOREST GENERAL) DEPARTMENT

G.O.MS.No.3332/78/AD.

Trivandrum, dated 23.12.1978.

- Read:-
1. Letters No.A1-99/77 dated 1-4-1978 and 30-9-1978 of the Labour Welfare Fund Commissioner, Sasthamangalam, Trivandrum
 2. Letter No.WL(T)1492/78 dated 29-8-1978 from the Field Director, Tiger Project.
 3. Letter No.A1-78 dated 7-10-1978 of the Chairman, Kerala Labour Welfare Fund Board.
 4. Letters No.G6-29773/77 dated 11-12-1978 of the Chief Conservator of Forests, Trivandrum.

ORDER

Sanction is accorded for leasing out an extent of 2.864 hectare of forest land at Kumily comprised in Periyar Village, Peermade Taluk, Idukki District, in Thekkady beat, Thekkady Range, Periyar Reserve Forest, Wild Life preservation Division, Thekkady to the Kerala State Labour Welfare Fund Board for the construction of a Holiday Home on the following terms and conditions:-

- i. The period of lease will be 25 years in the first instance.
- ii. A lease rent of Rs.250/- per hectare per annum will be realised with effect from the date on which possession of the land is given to the lessee. The lease rent will be subject to revision in accordance with the decision taken by Government from time to time. The lease rent shall be paid annually in advance and not later than a fixed date falling the lease shall be cancelled. After expiry which cancellation of the lease the land with improvements thereon shall rest with Government and the lessee shall not claim any compensation therefor.
- iii. The Labour Welfare Board shall deposit with the Forest Department of Rs.5000/- as security deposit.
- iv. The lands will be used only for the purposes for which it is leased out.
- v. Only a minimum number of trees required for construction of the buildings shall be felled. No Rosewood tree shall be cut and removed. The trees which are to be retained shall be listed out and entrusted with the Board for safe custody. The Board shall be answerable for any damage caused to the above tree-growth.

The Board shall render all facilities to the Department for extraction of the above trees, if and when found necessary. The lease hold shall continue to be part of Periyar Wild Life Sanctuary and the lessee shall abide by the Kerala Forest Act and Rules and the Kerala Wild Life Protection Act and Rules.

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vii. No fire arms should be kept in the lease-hold. If any fire occurs in the area or in the surrounding forest the lessee and his men shall render all possible facilities to the Department for putting out fire.

viii. The lessee shall maintain a path in the area now being used by the local people or provide alternate way in the leasehold for such purposes.

ix. In case the lessee commits breach of all or any of the terms, the lease shall be cancelled without paying any compensation to the Board.

x. An agreement shall be executed by the lessee with the Wild life Preservation Officer, Thekkady incorporating the above terms and conditions of lease and such other conditions as may be deemed necessary by Government to safe guard the interest of the Forest Department.

The Chief Conservator of Forests will take further action in the matter.

(BY ORDER OF THE GOVERNOR)

K. RAMASWAMY.
JOINT SECRETARY.

To

The Chief Conservator of Forests, Trivandrum.
The Chairman, Kerala State Labour Welfare Fund Board.
The Commissioner, Labour Welfare Fund.
The Conservator of Forests, Trichur.
The Wild Life Preservation Officer, Thekkady.
The Accountant General, Kerala.
The Finance Department with reference to the minutes of

the Conference held by Minister (Forests) on
24-8-1978 forwarded with letter No.
5964/FG2/78/AD. dated 11-9-1978.

Forwarded/By Order

Sd/-
Section Officer.

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G. M. P. K.
2/11/83
LABOUR WELFARE FUND COMMISSIONER
THIRUVANANTHAPURAM

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STAMP PAPER FOR Rs. 5/-

AGREEMENT No. 2/85.

THIS LEASE DEED is executed on this the Tenth day of October One thousand nine hundred and eighty five between the Governor of Kerala (hereinafter referred to as "the Lesser") of the one part and the Kerala Labour Welfare Fund Board, a Board constituted under the Kerala Labour Welfare Fund Act, 1975 (Act 11 of 1977) and having its head office at Trivandrum (hereinafter referred to as "the Lessee") of the other part.

WHEREAS the Lesser has in G.O.(MS)333/78/Ad, dated 23.12.1978 (hereinafter called "the said order" which shall form part of this deed as if incorporated herein) sanctioned the lease of an extent of 2.864 hectares of forest land in Periyar Village, Peorimadu Taluk in Idukki District which forms part of the Periyar Lake Reserve, (Periyar Wild Life Sanctuary) more particularly mentioned and described in the schedule hereunder written (hereinafter referred to as "the lease hold") in favour of the Lessee for the purpose of constructing a Holiday Home subject to the terms and conditions hereinafter contained to which the lessee has also agreed.

AND WHEREAS the Lessee has remitted a sum of Rs.5,000/- (Rupees five thousand only) as per chalan No.310 dated 1-10-1985 of Sub Treasury, Trivandrum as security vide Division Cash Book item No. 5 dated 10.10.85 for the due performance of the terms and conditions hereinafter contained and assigned the same to the Lesser and the Lessee shall not be entitled to any interest from the Lesser on the security deposit.

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NOW THESE PRESENTS WITNESSES and it is hereby agreed as follows:-

1. In consideration of the rent and other payments herein reserved and the covenants on the part of the lessee hereinafter contained the lessor hereby grant to the lessee on lease for a period of 25 (Twenty five) years with effect from 23-12-1978 an extent of 2.864 hectares of forest land more particularly mentioned and described in the schedule hereto for the purpose of constructing buildings for a Holiday Home.

2. The lessee shall pay the lease rent in advance at the rate of Rs.250/- per hectare per years. The lessee having remitted Rs.5012.00 being the lease rent for the first seven years from 23-12-1978 to 22-12-1985 and agrees to remit the lease rent for the subsequent years on or before the 1st August of every year, under the chalan to be issued by the Wild Life Preservation Officer, Chokkady for the purpose, provided such chalan shall be issued before the first day of July each year. In the event of the lessee failing to remit the lease rent within the specified time, the lessee shall be allowed a further period of thirty days, provided the lessee pays interest for the defaulted amount at 12% per annum. The lease rent shall also be payable for the area occupied by the roads within the lease hold. It will be open to the lessor to revise the lease rent from time to time for good and sufficient reason after giving notice to the lessee.

3. The period of the lease is 25 years with effect from 23-12-1978 which shall be renewable under suitable terms to be decided by Government at the termination of the present period of lease.

4. The lessee shall use the lease hold only for the purpose for which the lease is sanctioned.

5. The lessee shall have the right to plant up the area around the buildings with suitable trees, and other plants to keep the tourist atmosphere of the place more attractive in consultation with the Wild Life Preservation Officer, Chokkady and the lessee shall have no right for the disposal of such trees or plants.

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6. The lessee shall not dispose of or sublet the right hereby granted or part with the possession of the area without the written permission of the lesser.

7. The lessee shall be responsible for all the acts of the lessee and its representatives and all persons employed by the lessee and or authorized by the lessee.

8. No fire arms shall be kept or stored or carried about in the lease hold. If any fire occurs in or around the lease hold the lessee and all persons employed by the lessee shall render every assistance and use their best endeavour to extinguish the fire and the lessee and all persons employed by the lessee shall in all cases give immediate notice of the occurrence of the fire to the nearest Forest or Police office of the lesser.

9. The tree growth on the site required for construction of building will be removed by the Forest Department of the lesser and the lessee shall have no right over the tree growth in the lease hold. Only a minimum number of trees required for construction of the building shall be felled. No rosewood tree shall be cut and removed. The trees which are to be retained shall be listed out and entrusted with the lessee for safe custody. The lessee shall be answerable for any damage caused to the above tree growth.

10. The lessee shall render all facilities to the Forest Department of the lesser for extraction of the above trees, if and when found necessary. The lease hold shall continue to form part of Periyar Wild Life Sanctuary and the lessee shall abide by the Kerala Forest Act and Rules made thereunder and the Wild Life (Protection) Act 1972 and Rules made thereunder as amended from time to time and help the Forest Officers of the lesser in the enforcement of these Acts and Rules.

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11. In the case the lessee commits breach of any of the provisions herein contained the lessor shall be competent to terminate this lease immediately and to retake possession of the lease held with the buildings constructed thereon by the lessee without being liable for payment of any compensation or damages to the lessee.

12. The lessor hereby covenants with the lessee that the lessee paying the rent hereby reserved and performing and observing all the covenants on their part to be observed and performed may hold the lease held during the said term as per this deed.

13. In case any dispute or difference of opinion arising under or by virtue of this lease deed such dispute or difference shall be referred to the Government and the decision of the Government Government thereon shall be final and legally binding on the lessee.

14. It is hereby agreed that all sums found due to the lessor under or by virtue of these presents shall be recovered by the lessor from the lessee and its properties, both movable and immovable under the provisions of Revenue Recovery Act for the time being in force as though such sums were arrears of public revenue due on land and in such other manner as the lessor may deem fit.

15. In deciding what sum of money is due under or by virtue of this deed, the decision of the lessor shall be final and binding on the lessee.

16. The lessee assures the lessor that the executant here of for and on behalf of lessee has full power and authority to execute these presents as per Section 22 (1) of the Kerala Labour Welfare Fund Act, 1975 (Act 11 of 1977).

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SCHEDULE

District	-	Idukki
Taluk	-	Peermade
Village	-	Periyar
Panchayat	-	Kumily
Tenure	-	Reserve Forest (Periyar Lake Reserve)
Area	-	2.864 hectares
Range	-	Thekkady.
Deat	-	Thekkady.

IN WITNESS WHERE OF Shri.T.M. Kunju Daya, Labour Welfare Fund Commissioner for and on behalf of the lessee and Wild Life Preservation Officer, Thekkady for and on behalf of then Governor of Kerala have here into set their respective hands and seal on the day and year first above written.

Signed by Shri T.M. Kunju Daya,

In the presence of Witness:

1. Sri.M.Vasu, Finance Officer,
Kerala Labour Welfare Fund Board.
2. Sri.Abraham Philip, Manager,
Holiday Home for Workers, Kumily.

Signed by Shri.Lakhwinder Singh,
Wildlife Preservation Officer,
Thekkady.

In the presence of witnesses:-

1. Shri.N. Sreedharan, Head Accountant,
W.L.P.O's Office, Thekkady.
2. O.P. Prabhakaran,
U.D. Clerk, W.L.P.O's Office.



True copy attested -

LABOUR WELFARE FUND COMMISSIONER
THIRUVANANTHAPURAM