**AUTHORITY:**

- 1) GOVT. OF INDIA LETTER NO: (F(C) A/  
11.2 KAR/46/(143)/BC/2209 dtd:  
28.11.1999 of Govt. of India Regional  
Office, Bangalore.
- 2) -do- No: F(C) A 11-2/KAR/46/  
(143) BC/233 dtd: 18.5.2001 of Govt.  
of India Regional Office, Bangalore,
- 3) Govt. of Karnataka Order No. FEE-194  
FGL-94 dtd: 4.7.2001.
- 4) Principal Chief Conservator of Forests  
Bangalore ltr. No: A5(2) GFL-CR-846/  
94-95 dtd: 23.2.2000.
- 5) -do- dtd: 27.7.2001.

**AGREEMENT NO:** 1/2002-03

This agreement made this day of Twenty second July Two thousand two between the Senior Scientist and Officer incharge C.M.F.R.I. Karwar (Herein after to the referred to as the LEASEE of the one part and the Govt. of Karnataka hereinafter to be referred to as lesser of the other part".

Whereas by Govt. of Karnataka under order its order No: FEE-194 FGL-94 dtd: 4.7.2001, with approval of Govt. of India under letter cite (1) above, the lesser is pleased to accord sanction for the diversion of 0.80Ha. of forest land in Fsy.No: 108A of Kodibag village, Karwar Taluka, Uttara-Kannada District (Area particulars mentioned and described in the schedule enclosed here under) to the leasee, for construction of office cum Laboratory buildings for Research Centre of C.M.F.R.I. at Karwar upon the terms and conditions mentioned herebelow.



*P. S. Ti*  
OFFICIAL IN CHARGE  
KARWAR RESEARCH CENTRE  
CENTRAL MARINE FISHERIES  
RESEARCH INSTITUTE  
KARWAR

*W. M. M. M. M.*  
22/07/2002  
Deputy Conservator of Forests  
Karwar Division, Karwar.

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AND WHERE AS THE rules framed under Section 102 of the Karnataka Forest Act 1963 (herein after to be called as the rules) shall form part of this contract, and the leasee binds to comply with all the conditions.

In consideration of the condition. Covenant herein-after contained and on the part of the leasee to be respectively performed the Governor does hereby lease to the leasee on the conditions mentioned below, the area specified in the schedule annexed for the purpose of construction of office cum laboratory commencing on the day of execution of this agreement subject to all the conditions restriction and stipulations herein after contained.

AND in consideration of the privilege secured to them as aforesaid and in compliance with the said rule the lessee does bind himself to perform every duty and act expressed in the conditions, herein after contained, as to be performed by them and this covenant with the Governor that he the lessee and each of his servants/agents will abstain from every act not expressed in the conditions. The lessee does hereby agree that in case of any breach of any of the said conditions to pay to the Governor through, the Deputy Conservator of Forests, Karwar on demand made on such behalf by him a sum of Rs. 5,000 (Five thousand only) or such smaller sum as may in each case be determined by the Deputy Conservator of Forests, Karwar Division, Karwar. In default where of the whole of the said amount of Rs. 5,000/- (Rs. Five thousand) only or of such smaller sum as aforesaid will, in accordance with the Section 112 of the said Act, be recoverable from them as an arrears of land Revenue.

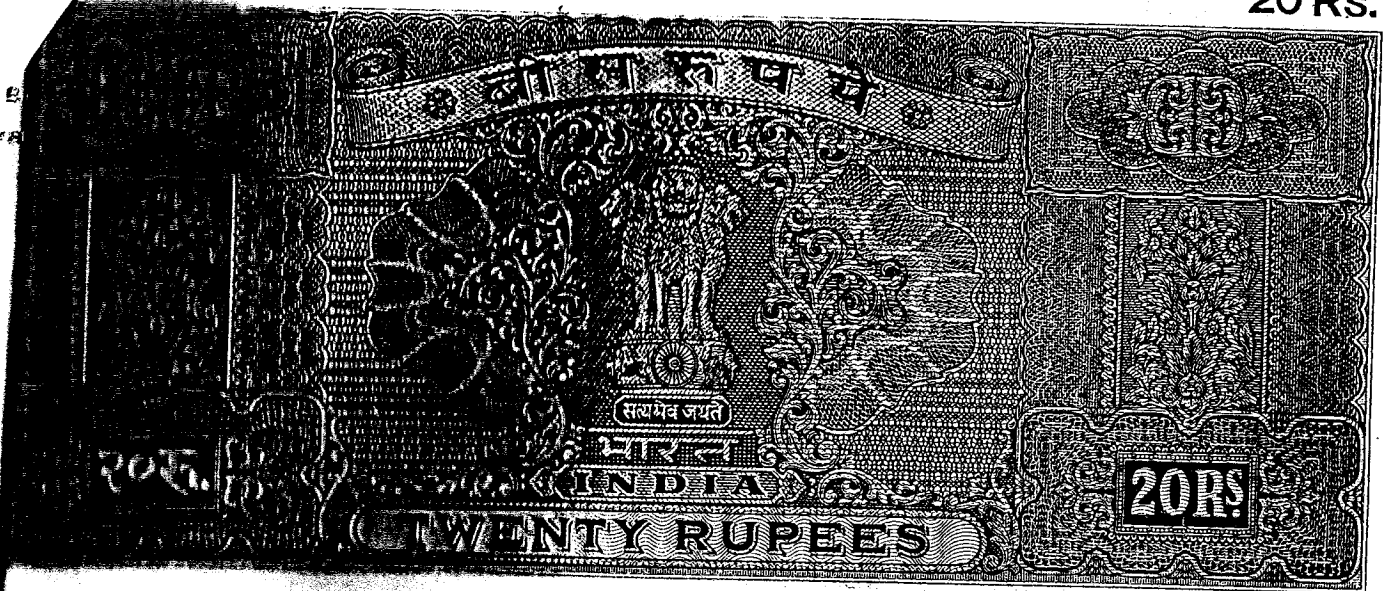
The said conditions are as follows:-

1. Legal status of forest land shall remain unchanged.
2. The User Agency shall make one time payment of lease rent at the rate of Rs. 1,000/- per ha.
3. This lease is for a period of 20 years subject to other conditions and shall be used for the said purpose only.

*[Signature]*  
Karwar Division

*[Signature]*  
20/07/2002

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The Compensatory afforestation shall be raised over 1.6ha. of degraded forest land at the cost of User Agency.

The Forest land to be utilised for the project shall not exceed 0.8ha. In case land is not utilised for the stipulated purpose then the area will be resumed by the Forest department.

The Penal afforestation shall be raised over 2.5ha. of degraded forest land at the cost of User Agency.

Tree planting in vacant area of 0.8ha. will be taken up by the User Agency.

The cost of extraction of tree growth calculated by the department shall be paid by the User Agency.

The possession of 0.43ha. of forest land shall be taken back by Forest department.

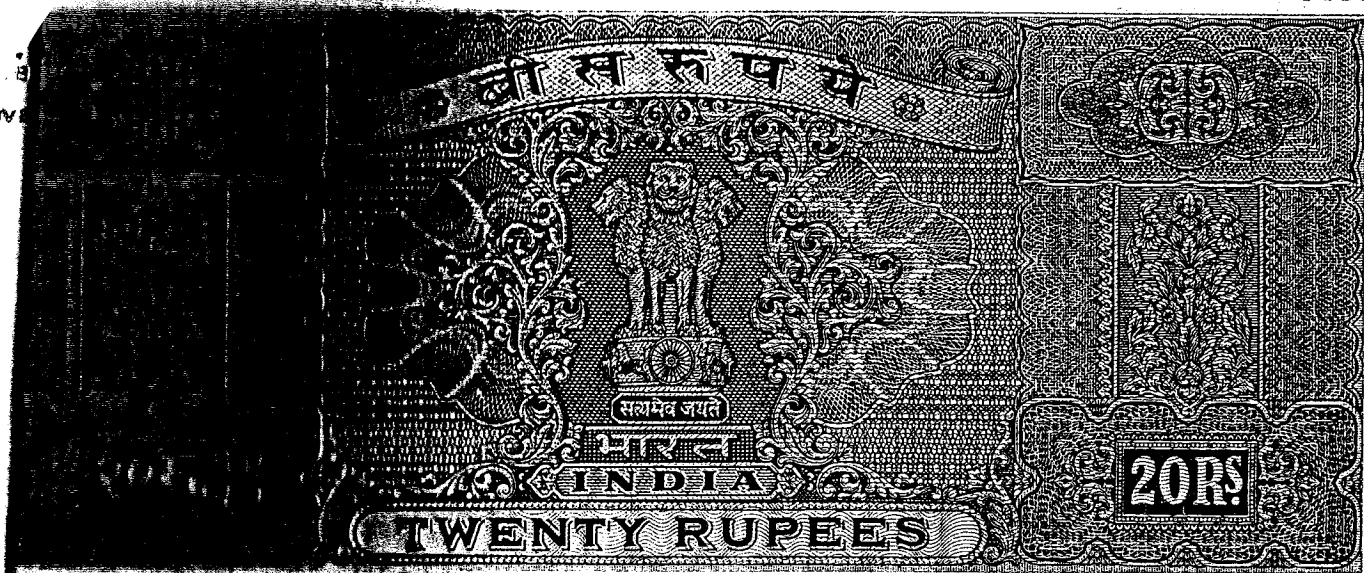
0. Any other conditions to be stipulated by Govt. of India/State Govt., P.C.C.F. (Principal Chief Conservator of Forests) Karnataka from time to time in the interest of Conservation of Forests will be binding on the lessee.

11. The lessee shall prevent any fire from occurring or spreading from the land into the neighbouring forest and also should assist in extinguishing any fire occurring in the neighbouring forests. He shall also assist in preventing commission of any forest offences in the neighbouring forest and when there is a reason to believe, that, any such offence has been committed in the forest, he shall assist in discovering and arresting the offenders.

12. The area shall be properly demarcated by the lesser on the ground by means of intervisible boundry pillars at least 5 feet above the ground level and shall be kept in good condition to the entire satisfaction of the Deputy Conservator of Forests, Karwar Division, Karwar. The cost of this demarcation will be borne by the lessee only.

*Rabhi*  
DIRECTOR CHARGE  
KARNATAKA FOREST DEPARTMENT  
CENTRAL KARWAR FORESTERS  
KARNATAKA

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21/07/2002  
Deputy Conservator of Forests  
Karwar Division, Karwar.



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1. The lease shall be cancelled by the Government if the lessee becomes defunct or does not fulfil any of the conditions of the lease. In the event of such cancellation, the lessee will neither have any claim nor eligible for any compensation. In the event of cancellation of the lease, whatever structures existing on the land on the date of such cancellation shall become absolute property of lesser.
14. The lessee shall start the works within a period of 3(three) months from the date of handing over the area duly executing an agreement and complete construction works as envisaged within a period of one year.
15. If any difference of opinion arises as to be interpretation of any of the clauses, the decision of the jurisdictional Conservator of Forests shall be final and binding on the part of lessee. In case the lessee is not satisfied with his decision, he shall have a right to appeal to the Principal Chief Conservator of Forests, Karnataka.
16. The lessee will abide by all duties laid down in the statute, Acts, or Rules applicable to the area and in case of the event of non performances of any such stipulated duty, or due to the performances of any Act that is prohibited, should the commission or omission warrant any legal action or punishment, it shall have to be borne by or upon the head of the lessee institution.
17. During the course of constructional works or after it, no demand for any ground will be made by the lessee and in case of any violation of any conditions stated above, the lease shall become null and void. The lesser will be in full liberty to take back the land in question by active/ passive possession without giving any notice to the lesser.

*Rakhi*

OFFICE OF THE  
ASSISTANT COMMISSIONER  
AND DISTRICT MAGISTRATE  
MANGALURU DISTRICT  
KARNATAKA

*Wmmmm*  
22/07/2002

Deputy Conservator of Forests  
Forest Division, Kavaratti

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SCHEDULE OF LAND

NORTH	:	Kuttcha Road
EAST	:	Fsy.No: 108A
SOUTH	:	Fsy.No: 108A
WEST	:	Side of N.H. 17

*Patel*  
22/7/02  
Officer in Charge  
Central Marine Fisheries  
Research Institute,  
Karwar.

*Brijesh Kumar Dikshit*  
22/07/2002.  
(BRIJESH KUMAR DIKSHIT, IFS.)  
Deputy Conservator of Forests,  
Karwar Division, Karwar.

