

PROCEEDINGS OF THE GOVERNMENT OF KARNATAKA

Subject:- Forest Department - Dharwar District - Hubli -
S.No.68 of Unkal - Grant of 60-22 acres of land
to various agencies -

ORDER NO. AFD 218 FGL 73 BANGALORE DATED 10 TH DECEMBER 1973.

Read: (1) G.O.No.AFD 34 FGL 68 dated 15-3-1969,
(2) Letter No.B3.GFL.929.SR/73-74 dated 21-9-73
of the Chief Conservator of Forests(General)
Bangalore.

ORDER

In supersession of G.O.No.AFD 34 FGL 68 dated
15-3-1969, Government are pleased to accord sanction
for grant of 60-22 acres of land out of F.S.No.68 of
Unkal, Hubli, Dharwar District to the following agencies
on lease basis for 30 years subject to the conditions
stated in the annexure:-

	Acres	Guntas
1. Railway Department	1	20
2. N.C.C.Department	0	20
3. The Karnataka Medical College Hubli, in lieu of the area from S.Nos 54 & 55 of Unkal to be transferred to Central School.	13	22
4. The Forest Employees Co-operative Housing Society, Dharwar.	12	00
5. Nehru Arts and Science College, Hubli.	10	00
6. Mata Revubai Samadhi Trust, Hubli.	4	00
7. Sarvodaya Backward class Hostel, Hubli-Dharwar.	1	00
8. Raddi Educational and Social League. Dharwar.	8	00
9. Hubli Literary and Journalists Co-operative Housing Society Ltd. Hubli.	6	00
✓ 10. Hubli Journalists' Cooperative Housing Society Ltd. Hubli.	4	00

(DR.K.S. SHARMA)
President

Hon. Secretary

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This order issues with the concurrence of
Finance Department vide their U.O.No.FD/3840/WII/73
dated 3-12-1973.

By Order and in the name of the
Governor of Karnataka,

(S.SHYAM SUNDER)

Special Officer and Ex-Officio
Deputy Secretary to Government,
Agriculture and Forest Department.

To

- (1) The Chief Conservator of Forests (General), Bangalore.
- (2) The Revenue Department
- (3) The Deputy Commissioner, Dharwar.
- (4) ~~The Divisional Forest Officer, Dharwar.~~
- (5) The Dean, Karnataka Medical College, Hubli.
- (6) Sri G.R.Sandra, MLA., Chairman, Hubli Literary and Journalists Co-operative Housing Society Ltd. Hubli.
- (7) Sri G.N.Kulkarni, Chief Promoter, Hubli Journalists and Co-operative Housing Society, Hubli.
- (8) ~~Sri Y.V.Jogannavar, MLA., Chairman, Sarvodaya Backward Class Hostel, Hubli.~~
- (9) The Principal, Nehru Arts and Science College, Hubli.
- (10) The Chairman, Mata Revu Bai Samadhi Trust, Hubli.
- (11) Sri S.N.Katarki, Hon. Treasurer, Raddi Educational and Social League, Dharwar.
- (12) Forest 'B' along with their file No. AFD 125 BAF 72.
- (13) Weekly Gazette.

(DR.K.S. SHARMA)

President *President*

Hon. Secretary

1. The period of lease shall be 30 years, with option to renew the lease after expiry of the initial 30 years lease period for a further period of 30 years on such terms and conditions as may be mutually agreed upon and the Lessee shall give one years notice in writing to the Government for the exercise of such option.
2. The Lessee shall pay a rent of Rs. 75/- per acre or part of an acre per year.
3. The area shall be demarcated by the lessee on the ground at his cost by means of boundary stones which should be kept in proper repair throughout the lease period to the satisfaction of the Divisional Forest Officer concerned.
4. The lessee shall utilise the area mainly for the purpose for which it is granted.
5. Any amount due to the Government under the lease deed shall be recovered from the lessee as an arrears of land Revenue or under any other provision under which it could be recovered.
6. The lessee shall be responsible for all the irregularities commissions or omissions committee either by himself or his agents or labourers within a radius of 2 furlongs from the leased area as if the said irregularities have been committed by himself.
7. The lessee shall bind himself to render every assistance and use of his labour and equipment to his best endeavour 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, Revenue or Police Officer.
8. The lessee shall permit the officers and servants of Government with or without workmen at all times to enter upon the lands aforesaid to review the conditions and state thereof.
9. The lessee shall not quarry stones or use earth for brick manufacture and for other such purposes without the previous permission of the Divisional Forest Officer concerned in writing and he shall use the same with permission only on payment of its value existing at the time of such removal.
10. The lessee shall deposit with the Forest Department a sum of Rs. 500/- either in cash or bank guarantee for the satisfactory fulfilment of all the conditions and in case of breach of any of the conditions, the Conservator of Forests having jurisdiction over the area under lease shall be at liberty to impose penalty upto a maximum of Rs. 100/- (Rupees one hundred only) for each such breach and 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, the deposit should be immediately made up so that the deposit is always Rs. 500/-
11. The lessee shall not sublet or mortgage or alienate the leased land or any part thereof to any other party

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or body for any purpose without the specific permission of Government in writing, which the Government might concede subject to such terms and conditions as it may decide.

12. The lessee shall not do any act which is destructive or permanently injurious to the land excepting the construction of ~~xxxxxxxxxxxx~~ allied buildings as approved by the Departmental Officers not below the rank of the Divisional Forest Officer.

13. The lessee shall as long as the lease is in force, pay the yearly rent regularly to Government in advance, the first of such payments to be made on the day of signing the agreement and the subsequent annual payment on the corresponding day and month of the succeeding years.

14. 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% per annum or at such rates as may be fixed in the years to come on such amounts from the due dates to the date of payment. For the purpose of reckoning interest, the period of 15 days and above shall be reckoned as one month and that below reckoned as half a month.

15. In the event of temporary suspension of the lease during the agreement period, if any, the Government shall be at liberty to levy and recover proportionate rental from the lessee upto the date of with-drawal of the order of suspension.

16. The sum of Rs. 500/- deposited by the lessee under condition No. (10) or such portion thereof as is available at the time of expiry of the contract, shall be returned to the lessee as early as possible thereafter.


17. The lessee shall abide by other terms and conditions as may be imposed by Government from time to time, after mutual agreement.

18. The annual rental indicated in condition No. (2) above is subject to revision if the circumstances so warrant and in a manner advantageous to Government.

19. The lessee shall obtain a licence from the competent authority if necessary before taking possession of the land.

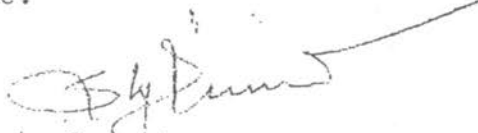
20. The lessee shall use the area for the purpose for which it is granted and utilise the area within a period of 5 years.

21. The lease shall be cancelled by Government if the lessee does not fulfil any of the conditions; of this agreement. In the event of such cancellation, the lessee 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 buildings whatever is standing on the land on that date of such cancellation shall become the absolute property of Government.



22. On expiry of the contract period the lessee shall removal all fixtures and moveable which have been paid for by him from the demised land within a period of 6 (six) months from the date of expiry and the lessee shall hand over the vacant possession of the area at the end of the period specified failing which the Government shall be at liberty to take suitable action.


23. The trees standing on the area if any will be disposed of by the Department before possession of the area is handed over to the lessee.


Deputy Secretary to Govt.,
Agriculture & Forest Department.

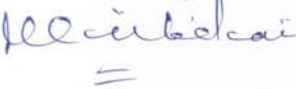
Hssr/-

Certified Copy Issued
Under the R.S. Act & Rule
Section 1959, 123 (1) (2)

For Karnataka State Government
Public Administration


Assistant Secretary


(DR.K.S. SHARMA)
President


Hon. Secretary