

CARDAMOM LEASE RULES, 1961

Kerala Gazette No. 23 dated 6th June 1961

GOVERNMENT OF KERALA
Revenue Department
NOTIFICATION

No. G. O. (Press) No. 548/Rev.

Dated, Trivandrum, 5th June 1961.

S. R. O. No. 145/61.--In exercise of the powers conferred by section 7 of the Kerala Government Land Assignment Act 1960 (Act 30 of 1960), and in supersession of the Rules issued under Notification No. G. O. (Press) No. 21/Revenue dated 8th January 1959 published in the Gazette Extraordinary dated 8th January 1959 as subsequently amended the Government of Kerala hereby make the following rules for the lease of Government lands for cardamom cultivation, namely:

(a) These rules shall be called "Rules for Lease of Government Lands for Cardamom Cultivation, 1961".

(b) They shall apply to lease of land for cultivation of cardamom in the Taluks of Pericciyam, Permade and Udumbanchola in the Kottayam District.

(c) They shall come into force at once.

2. In these rules, unless the context otherwise require,—

(a) 'Alienation' includes sale, gift, will, mortgage, hypothecation or sublease.

(b) 'Encroacher' means and includes a person who is in unauthorised occupation of the land and has cultivated the same with cardamom.

(c) 'Land' means Government land available for cultivation of cardamom and the assailable on lease for the purpose.

(d) 'Lease' shall include renewal of an existing lease but shall not include the mere right given for collecting usufructs of trees or plants on land.

(e) 'Lessee' means a person who holds land under an existing lease or to whom land will be leased under these rules.

(f) 'Person' includes the members of his or her family and 'family' includes a person, his wife or her husband, their children living with or dependent on them, and also their parents solely dependent on them.

*As amended by Notification No. 32777/A1/59 RD dated 19-1-1962 (S.R.O. No. 33/62) published in the Gazette dated 30-1-1962.

†As amended by notification G. O. (Ms.) No. 625/62. Rev. dated 19-7-1962 (S.R.O. No. 203/62) published in the Kerala Gazette dated 24-7-1962.

3/2914/B.

① Omitted by Natn. G.O. (P) 97/67/Rev. dtd. 4-3-1967 in k.G. No. 13 dtd 4-4-1967 with effect from 6-11-1995

LEASES WITHOUT AUCTION

3. Lands in the possession of *encroachers* who have cultivated the same with cardamom may be leased to them, without auction, for a period of 20 years subject to the following and the other provisions in these rules.

(1) The maximum extent that may be leased to a person shall be 10 hectares:

Provided that the extent so leased together with the extent of cardamom lands on registry or lease (current or time-expired) already held by him, shall not exceed 25 hectares:

Provided further that the extent of 10 hectares shall be reduced to the extent of lands that the person has obtained under rule 4 or rule 5 or both.

* (2) In respect of the lands occupied and cultivated with cardamom on or before the 8th day of January, 1959, the minimum premium to be collected from the lessee shall be Rs. 375 per hectare. In respect of lands occupied after the 8th day of January, 1959, the minimum premium to be collected from the lessee shall be Rs. 1,250 per hectare. The annual pattom payable in all cases shall be Rs. 25 per hectare. The Revenue Divisional Officer may in deserving cases fix a higher rate of premium taking into consideration the condition of the cardamom plants, fertility of the soil and accessibility of the land by cartable road.

(3) Arrears of pattom at Rs. 25 per hectare per annum shall be payable for entire period of occupation, credit being given to the amounts already paid by way of assessment or otherwise in respect of the extent to be leased out to them.

(4) The *encroacher* shall surrender unconditionally the area in his possession which is excess of that to which he is entitled under clause (1). The area to be surrendered shall as far as possible, be in compact blocks as decided by the Revenue Divisional Officer.

(5) The person who is eligible for lease under this rule shall, within the date specified by the Officer granting the lease, deposit with the officer the entire lease amount on account of premium and pattom, including arrears of pattom if any, on the land. The Revenue Divisional Officer may, however, for sufficient reasons to be recorded in writing extend the time for payment for a period not exceeding thirty days. He may also grant, at his discretion, in really deserving cases such further period or periods of time not exceeding sixty days in all, charging interest at 12% per annum on the amounts due for the period or periods so further extended. Any further extension of time for payment may be granted by any authority exercising appellate or revisional powers under the rules, subject to payment of interest at 12% per annum.

The Revenue Divisional Officer, may in really deserving cases and for reasons to be recorded in writing, permit payment of the dues in equal annual instalments not exceeding three in number, if the amount due is Rs. 500 or

* As amended by Notification No. G. O. (P) 97/67 Rev. dated 4-3-1967 (S. R. O No. 84/67) published in the Gazette dated 4-4-1967.

1382/10/75
 13-12-80
 10-30-80
 15150
 Premi
 500/- P/H
 Patta
 150/- P/H

more and below Rs. 3,000 and in equal annual instalments not exceeding five in number if the amount due is Rs. 3,000 or more, provided that the lessee pays one instalment of the dues within the time specified by the Revenue Divisional Officer before the concession of payment in instalments is granted. The lessees in such cases shall execute an agreement for the due payment of the subsequent instalments on the dates specified therein together with interest thereon at the rate of 12% per annum. In case of default in the payment of any instalment on the due date the lease shall be terminated. On such termination the lessee shall not be entitled to compensation for improvements, if any, made by him on the land or for refund of the amount already paid by him.

Hillmen may however be permitted to pay the dues in instalment as above even if the amount due is less than Rs. 500".

Notes :—(1) Where lands involved in more than one case have been ordered to be leased out to one person, the total amount due from that person in all such cases may be considered as a consolidated demand for purposes of giving instalment facility under this rule.

(2) The agreement to be executed by the lessee under this rule shall be in the form in Appendix III to these rules.

RENEWAL OF LEASES

4. All time-expired leases in respect of which the lessees are still holding on, all existing leases and all leases that may be granted under these rules may be renewed in favour of the lessees or their legal heirs, subject to the following and the other provisions in these rules :—

(1) The maximum extent to be leased to a person shall not exceed 10 hectares:

Provided that the extent so leased together with the extent of other cardamom lands, if any, held by him by way of registry or lease (current or time-expired) shall not exceed 25 hectares:

Provided further that the maximum extent of 10 hectares shall be reduced to the extent of land that the person has obtained under rule 3 or 5 or both.

* (2) The period of renewal shall be 20 years and the rate of premium shall be one and two-third time the rate originally charged, provided that the Government may in deserving cases, charge a lower rate of premium. In cases where no premium was charged at the time of the original lease the minimum rate of premium to be collected at the time of renewal shall be Rs. 150 per acre provided that the Revenue Divisional Officer may in deserving cases fix a higher rate of premium than Rs. 150 per acre regard being had to the conditions of the cardamom plants, fertility of soil and accessibility of the land by cartable roads. } + 2/3

* [Rule 4 (2) as amended by notification No. 32777/A1/1951 RD. dated 19-1-1962 (S R. O. No. 33/1962) published in the Kerala Gazette dated 30-1-1962].

(3) The annual pattom shall be Rs. 10 per acre.

(4) Full arrears of assessment at Rs. 10 per acre per annum shall be realised for the entire period subsequent to the expiry of the previous lease in respect of the area the lease of which is to be so renewed, credit being given to the pattom, if any, paid at the existing rate in respect of that area.

(5) The lessee shall surrender unconditionally the area already in his possession on lease (existing or time-expired) which is in excess of that to which he is entitled under clause (1). The area so surrendered shall, as far as possible, be in compact blocks, as decided by the Revenue Divisional Officer.

(6) The person who is eligible for lease under this rule, shall within the date specified by the Officer granting the lease, deposit with the officer the entire lease amount on account of premium and pattom, including arrears of pattom if any, on the land. The Revenue Divisional Officer may, however for sufficient reasons to be recorded in writing extend the time for payment for a period not exceeding thirty days. He may also grant, at his discretion, in really deserving cases such further period or periods of time not exceeding sixty days in all, charging interest at 12% per annum on the amounts due for the period or periods so further extended. Any further extension of time for payment may be granted by any authority exercising appellate or revisional powers under the rules, subject to payment of interest at 12% per annum.

The Revenue Divisional Officer may in really deserving cases and for reasons to be recorded in writing, permit payment of the dues in equal annual instalments not exceeding three in number, if the amount due is Rs. 500 or more and below Rs. 3,000 and in equal annual instalments not exceeding five in number if the amount due is Rs. 3,000 or more, provided that the lessee pays one instalment of the dues within the time specified by the Revenue Divisional Officer before the concession of payment in instalments is granted. The lessee in such cases shall execute an agreement for the due payment of the subsequent instalments on the dates specified therein together with interest thereon at the rate of 12% per annum. In case of default in the payment of any instalment on the due date, the lease shall be terminated. On such termination the lessee shall not be entitled to compensation for improvements, if any, made by him on the land or for refund of the amount already paid by him.

Hillmen may however be permitted to pay the dues in instalments as above even if the amount is less than Rs. 500.

Notes:—(1) Where lands involved in more than one case have been ordered to be leased out to one person, the total amount due from that person in all such cases may be considered as a consolidated demand for purposes of giving instalment facility under this rule.

(2) The agreement to be executed by the lessee under this rule shall be in the form in Appendix III to these rules.

LEASES IN PUBLIC AUCTION

5. The area taken possession of by the Government after evicting the lessees or encroachers under the provisions of the Land Conservancy Act for the time being in force or otherwise, the area got surrendered under Rules 3 and 4 and also all other lands free of encroachment, may be leased in public auction on the following and the other provisions in these rules.

(1) The land shall be leased in public auction to the highest bidder with an upset price of Rs. 125 per hectare towards premium.

(2) The maximum extent leased in auction to a single person shall not exceed 10 hectares:

Provided that the extent so leased together with the extent of cardamom lands by way of registry or lease (current or time-expired) already held by him shall not exceed 25 hectares:

Provided further that the maximum extent of 10 hectares shall be reduced to the extent of land that a person has obtained under Rule 3 or 4 or both.

(3) The lease shall be for a period of 20 years.

(4) The annual patta shall be Rs. 25 per hectare.

CONCESSIONAL LEASES

6. Lands may be leased out to Hillmen for a period of 20 years at a time subject to the following and other provisions in these rules;

(1) Lands in bona fide occupation of Hillmen shall be leased out to them without auction on concessional terms. The maximum extent that a single family may hold on concessional lease shall not exceed 1.25 hectares. No premium shall be charged on the area held on concessional lease, annual patta at Rs. 25 per hectare shall however be charged on this area.

(2) Lands may also be leased out to a Hill tribe family under all or any of rules 3, 4 and 5:

Provided that the extent so leased together with the cardamom lands granted on concessional lease, shall not exceed 10 hectares:

Provided further that this extent of 10 hectares together with the extent of other cardamom lands, if any, held on registry or lease (current or time-expired) shall not exceed 25 hectares.

6. (a) Lease of land jointly to more than one person can be granted but the area limits shall be the same as are specified for individuals in these rules. The lessees, shall, however, be jointly and severally responsible for the rights and obligations affecting the individual lessees in these rules.

* As amended by Notification G. O. MS. 124/63/Rev. dated 8-2-1963 (S. R. O. No. 207/63) published in the Gazette dated 19-2-1963.

Firms or Companies may hold lands on lease and the maximum extent that may be granted shall be as many multiples of the extent permissible for individuals as there are partners in the Firm or Companies subject to a total extent of 40 hectares provided that the extent so leased together with the extent of cardamom lands by way of registry or lease already held by the Firm or Company shall not exceed 120 hectares.

GENERAL PROVISIONS

7. The lessee shall be free to remove the undergrowth and fell trees to the extent necessary to admit, on the land, sufficient sunlight for cultivation of cardamom:

Provided that he shall not except with the prior sanction of the Revenue Divisional Officer fell—

- (i) any tree falling under the description of teak, blackwood, ebony or sandalwood; and
- (ii) any tree other than teak, blackwood, ebony or sandalwood exceeding four feet in girth at a height of three feet from the ground.

The lessee may also with the permission of the Revenue Divisional Officer fell trees for construction of such buildings as are essential for cultivation of cardamom.

8. All applications for felling trees shall, in the first instance, be made to the Tahsildar who after a local inspection and or such enquiry as he may consider necessary shall forward the same with his report to the Revenue Divisional Officer for disposal.

9. If any tree is felled or undergrowth is removed or destroyed in contravention of these rules, the lessee shall be liable to pay, by way of damages double the value of the timber of the trees so felled or the undergrowth so removed or destroyed as may be assessed by the Revenue Divisional Officer.

10. The lessee may collect free of charge for his own use grass, if any, found on the land. He may also collect dead trees, other than teak, ebony, blackwood and sandalwood and undergrowth for fuel free of charge but no live tree or undergrowth shall be purposely felled or uprooted for such use or any other use.

11. Subject to the provision of rules 7 to 10 the lessee shall also, in the interest of forest conservancy, be bound to maintain all tree growth and undergrowth on the land in proper condition.

12. The lessee shall not convey any right to mines or minerals on the land or any right to water power, and the ownership of the land shall continue to vest in the Government and the rights of lessee shall be strictly limited to those specifically conferred on him by the lease.

13. The lease shall be heritable.

14. The lessee shall not on his own accord, determine the lease during the currency of the lease. No leasehold or part thereof, shall be alienated without the prior sanction of the District Collector and in every case in

which alienation is sanctioned, the party shall be charged with a fee calculated at the rate of Rs. 5 per hectare.

15. The lessee shall pay the prescribed annual pottom in advance annually.

✓ 16. If a lessee whose lease has expired but who is holding over fails to get the lease renewed or if an encroacher fails to get the land leased in accordance with these rules, or if any person who is bound to surrender any land under these rules, fails to surrender the same, such lessee or encroacher, or person, as the case may be, shall be proceeded against under the provisions of the Land Conservancy Act, for the time being in force.

17. No compensation for improvements shall be given in respect of the area surrendered under rules 3, 4, 5 or 6 or the area in respect of which action is taken under rule 16.

18. The lease shall be determined and the land resumed at the discretion of the authority that granted the lease or of any superior authority, on the ground that there has been unauthorised felling or removal of trees or undergrowth or any violation of the conditions specified in these rules. The land shall also be liable for resumption if and when the land is needed for Government or public purpose.

19. The lessee shall start effective cultivation of the land with cardamom to the satisfaction of the Revenue Divisional Officer within six months of taking possession thereof and shall in cultivating the land, be bound by such directions as the Government, the Board of Revenue, the District Collector or the Revenue Divisional Officer, may, from time to time, issue.

MACHINERY AND PROCEDURE

20. The authority competent to lease land under these rules shall be the Revenue Divisional Officer but in cases where the lease is to be by public auction, he may, subject to the provisions in rules 25 and 26, authorise the Tahsildar to conduct the auction. Land shall be granted on lease only if the Revenue Divisional Officer is satisfied that it can be so leased without detriment to Government interest.

*21. In cases where it is necessary to survey and demarcate the land, the lease shall be granted on provisional basis in the first instance, pending such survey and demarcation, and a regular lease order issued after the survey and demarcation is completed. Until the issue of the regular lease order, the lease shall be treated as provisional. The order of lease, regular or provisional as the case may be, shall be issued in the form in Appendix II to these rules.

* As amended by Notification G.O MS. No. 900/Rev. dated 3-12-1963 (S. R. O. No. 773/63) published in the Gazette dated 10-12-1963.

22. A public notice of the proposed lease shall be published under authority of the Revenue Divisional Officer before sanctioning the lease, whether by public auction or otherwise, inviting claims or objections from interested persons. The notice shall provide thirty days time for preferring claims or objections and shall be published by affixture, in a prominent place in the Revenue Divisional Office and the Taluk and Village Offices. Copy of the notice shall also be sent to the owners, if any, or the adjoining registered lands. The notice shall be in the form in Appendix I.

23. Objections and claims received in response to the notice shall be duly considered and disposed of by the Revenue Divisional Officer after such inspection and enquiry, as may be considered necessary, which may either be held by the Revenue Divisional Officer himself or caused to be held by the Tahsildar.

24. In the cases falling under Rule 5, after the disposal of the claims and objections referred to in the foregoing rule, a notice shall be published by the Revenue Divisional Officer both in Malayalam and in English, specifying the time and place and the authority conducting the auction and containing the following, among other particulars:—

- (i) Exact location and boundaries and the description of the land with its survey number and sub-division numbers; its extent.
- (ii) The annual patta payable for the land.
- (iii) The minimum premium i.e. the upset price, and the deposit to be made by the bidders.
- (iv) Any other condition subject to which the auction is to be held.

The notice shall be published 30 days in advance of the date fixed for the auction and shall be posted on the land itself and in the village and Taluk Offices and in the Revenue Divisional Office. It shall also be published in two consecutive issues of the Government Gazette.

25. On the date fixed for the auction, either the Revenue Divisional Officer or, on authorisation by him, the Tahsildar, shall conduct the auction. It shall be open to the Revenue Divisional Officer, if necessary to alter the time and place of auction after giving not less than 15 days further notice. In cases where the auction is conducted by the Tahsildar, the same shall be subject to confirmation by the Revenue Divisional Officer.

26. The auction shall be conducted subject to the following conditions:—

- (a) Every intending bidder shall before the auction, deposit with the Officer conducting the auction, a sum of Rs. 25 per hectare, earnest money.
- (b) The land shall be put to auction in respect of each block separately if the land consists of more than one block, and the lease shall be given to the highest bidder.
- (c) The person declared to be the highest bidder shall immediately after such declaration deposit with the Officer conducting the auction:

amount (inclusive of the earnest money already deposited by him) equivalent to 20 per cent of the total bid amount. The earnest money deposited by the other bidders shall be returned to them soon after the auction is over.

*(d) The balance of the bid amount shall, subject to provisions hereinafter contained, be paid by the purchaser before the expiry of thirty days from the date of receipt of notice intimating confirmation of the lease, or if the 30th day happens to be a Sunday or other holiday, on the next working day. The Revenue Divisional Officer may, however, for sufficient reasons to be recorded in writing, extend the time for payment for a period not exceeding thirty days. He may also grant, at his discretion in really deserving cases such further period or periods of time not exceeding 60 days in all charging interest at 12% per annum on the amounts due for the period or periods so further extended. Any further extension of time for payment may be granted by any authority exercising appellate or revisional powers under the rules, subject to payment of interest at 12% per annum.

(e) In the event of failure to pay the amount referred to the clause (d) within the period mentioned therein, the deposit shall be forfeited to the Government and the land auctioned again. The defaulter shall be liable for any loss which the Government may sustain consequent on such fresh auction.

(f) No officer or servant of the Government shall directly or indirectly bid for any land, or acquire or attempt to acquire any interest in any land leased under these rules.

27. Notwithstanding anything contained in rule 26 (d), the Revenue Divisional Officer may in really deserving cases and for reasons to be recorded in writing permit payment of the balance of the bid amount in equal annual instalments not exceeding three in number if the balance due is Rs. 500 or more but below Rs. 3,000 and in equal annual instalments not exceeding five in number if the balance due is 3,000 or more. The bidder shall in such cases execute an agreement for the due payment of the instalments on the dates specified therein together with interest thereon at 12% per annum. In case of default in the payment of any instalment on the due date, the lease shall be terminated. On such termination the lessee shall not be entitled to any compensation for the improvements, if any, made by him on the land or for refund of the amount already paid by him. He shall, moreover, be liable for any loss which the Government may sustain consequent on putting the land for fresh auction.

Hillmen may however be permitted to pay the dues in instalments as above even if the amount is less than Rs. 500.

* As amended by notification G. O. (M) No. 721/62. Rev. dated 23-8-1962 (S. R. O. No. 266/62) published in the Kerala Gazette No. 36 dated 4-9-1962.

Notes:—(1) where lands involved in more than one case have been ordered to be leased out to one person, the total amount due from that person in all such cases may be considered as a consolidated demand for purpose of giving instalment facility under this rule.

(2) The agreement to be executed by the lessee under this rule shall be in the form in Appen ix III to these rules

28. After confirmation of the lease, an order of lease shall be issued to the lessee in the form in Appendix II to these rules.

APPEAL AND REVISION

29. An appeal shall lie to the District Collector against an order passed under these Rules by the Revenue Divisional Officer, and to the Board of Revenue against an order passed by the District Collector.

*Provided that the proceedings taken under the provisions of the Kerala Land Conservancy Act, 1957 as provided for in rule 16 of these rules shall not be subject to appeal under these rules but only under the relevant provisions of the Kerala Land Conservancy Act, 1957.

30. Appeal shall be presented within thirty days from the date of receipt of the order by the aggrieved party, but the appellate authority may in its discretion, admit an appeal, not submitted within time, if sufficient grounds exist for condoning the delay.

31. No appeal shall be admitted unless it is duly stamped and is accompanied by the original decision or order appealed against or a certified copy thereof.

32. The appellate authority may confirm, vary or cancel the decision or order appealed against, but no decision or order interfering with the original order shall be made by it without giving the party or parties, interested therein, a reasonable opportunity to be heard.

33. The Government shall be competent to revise, cancel, or alter on its own motion or otherwise, any decision made or passed by the Revenue Divisional Officer or District Collector or Board of Revenue under these rules :

Provided that no proceeding in this behalf shall be initiated by the Government after the expiry of the two years from the date of such decision or order, and no such decision or order shall be set aside or modified by them without giving the party or parties affected thereby, reasonable opportunity for representing their case.

* As amended by G. O. MS. 77/66/Rev. dated 7-2-1966 (S. R. O. No. 33/62) published in the Gazette Extraordinary dated 8-2-1966.

†34. The Government shall for sufficient reasons be competent to dispense with any provision of these rules and grant leases, in any manner they choose, imposing any terms or conditions whether contemplated by these rules or not.

*34A. The Government may authorise, by notification in the Gazette, any officer to exercise any or all the powers and discharge any or all the functions of the Revenue Divisional Officer and the District Collector under these Rules.

RECOVERY OF GOVERNMENT DUES

35. All amounts due to Government under these rules shall, in case of default, be recoverable as if they are arrears of revenue under the Revenue Recovery Act, for the time being in force.

REGISTERS AND ACCOUNTS TO BE MAINTAINED

36. The registers and accounts necessary for purposes of these rules shall be duly maintained by the authorities concerned.

By order of the Governor,
C. K. KERALA VARMA,
Revenue Secretary.

† As amended by notification G. O. MS. No. 625/62/Rev. dated 19-7-1962 (S. R. O. No. 203/62) published in the Kerala Gazette No. 30 dated 24-7-1962.

* As amended by Notification G. O. MS. 77/66 Rev. dated 7-2-1966 (S. R. O. No. 39/66) published in the Gazette Extraordinary dated 8-2-1966.

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⊗ Spl. Settlement officer, Devicolum has been authorised to exercise all the functions of Revenue Divisional officer [G.O (RT) 199/62/Rev. dtd 10.2.1962]

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APPENDIX I

NOTICE
(See Rule 22)

Whereas it is proposed to lease.....Hectares.....
Ares of.....lands comprised in S. No.....
.....of.....Village in.....
.....Taluk notice is hereby given that all persons
who may have any objection to the lease of the land or may have any claims
to the land should prefer the same in writing to the undersigned within 30
days of publication of this notice.

Station :
Date ;

Revenue Divisional Officer.

APPENDIX II
(See Rule 28)

Form of order of leasing Government land for Cardamom cultivation.

The land specified in the schedule below is hereby leased to.....
.....residing in.....
Village of.....Taluk for a period of 20 years commencing
from.....for cultivation of cardamom subject to the
following conditions to which the aforesaid lessee has agreed :—

(In the cases of provisional leases the preamble shall be as follows :—

“ The land specified in the Schedule below is hereby leased provisionally
to.....
residing in.....Village of.....
Taluk for cultivation of cardamom pending regularisation of the lease after
survey and demarcation of the area, subject to the following conditions to
which the aforesaid lessee has agreed ”).

1. The lease is liable to cancellation if it be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or in excess of the limits of authority delegated to the officer granting the land or that there was an irregularity in procedure. Cancellation on any of these grounds may be ordered by any authority to whom the assigning authority is administratively subordinate.

2. In the event of such cancellation of the lease, the lessee shall not be entitled to compensation for any loss caused to him by the cancellation.

3. The lessee shall, so long as the lease be in force, pay clear of all deduction a sum of.....per annum for credit to the general

revenues of the State and a further sum of..... on account of rates, taxes, assessments and outgoings payable by the Government to any local body as a result of his occupation of the land. The consolidated charge shall be payable to the Government in advance annually, the first of such payments to be made on or before the day of commencement of the lease and the subsequent annual payments on or before the kist date preceding the date of the lease.

In case where a provisional lease order is issued in the first instance, if any additional amounts are found due, consequent on the increase in area or otherwise when survey records are finalised, the lessee shall be liable to pay such amounts also and if the amounts already realised are found to be in excess, such excess amounts shall be refunded.

4. In the event of the local body varying its demands, the assigning authority shall be at liberty to revise, without notice, the second part of the charge referred to in condition 3 as the sum payable by the lessee on account of taxation by the local body and on such revision any balance due shall become immediately payable by the lessee.

5. If the lessee shall fail to pay to the Government any sums payable under the grant on the respective dates on which they are made payable he shall pay interest at 12 per cent per annum on such amounts from the dates on which they were so payable until the date of payment or recovery.

6. If the land is not already cultivated with cardamom the lessee shall bring the land under cultivation within a period of six months from the date of the lease.

7. The lessee shall not use the land or suffer it to be used except for the purpose for which it is leased.

8. The lessee shall permit the officers and servants of the Government with or without workmen at all times to enter upon the lands aforesaid to view the condition of the land.

9. The lessee shall not assign or underlet the benefits arising under the lease or a part thereof without the prior sanction of the District Collector.

10. (a) The Government reserve to themselves the right to all trees, their branches and roots which exist at the time of the grant as well as those which may grow subsequently on the lands granted and the Government shall be at liberty to cut or dig out any such trees branches or their roots and remove them from the land in question and dispose of them as their pleasure. The lessee shall not be entitled to cut or remove them or cause them to be cut or removed except as provided in condition 12 below.

(b) The lessee shall take all reasonable measure to the satisfaction of the District Collector for the protection of the trees from theft or damage and for the careful protection of the immature trees growing on the land.

(c) The lessee shall take steps to see that the marks made by the officers of the Government on the trees are preserved and are not tampered with.

(d) In the event of the infringement of or failure to observe, any of the conditions mentioned in (a), (b) or (c) the lessee shall pay to the Government compensation at twice the value of the loss or damage caused by such infringement or failure on his part as assessed by the Revenue Divisional Officer/Special Officer for Survey and Settlement of Cardamom Lands, Devicolam. The Government shall also be at liberty to cancel the lease and re-enter the land and the whole land shall thereupon vest absolutely in the Government. In that case, the lessee shall not be entitled to any compensation whatever.

11. The lessee shall not erect any buildings, fences or structures of permanent or temporary character on the land without the previous written sanction of the assigning authority.

12. The lessee shall be free to remove the undergrowth and fell trees to admit sunlight sufficient for the cultivation of Cardamom on the land, but shall not cut any tree falling under the description of teak, black wood, ebony or sandal wood or any tree exceeding four feet in girth at a height of three feet from the ground except with the permission of the Revenue Divisional Officer or Special Officer for Survey and Settlement of Cardamom lands, Devicolam. All live trees felled and all windfallen trees shall also the property of the Government and shall be handed over to the officer empowered to dispose of them.

13. The sale proceeds of the wind-fallen trees and such other trees as may be cut and removed on the application of the lessees and under the written permission of Government may be credited to Government.

14. The lessee shall not without the previous written sanction of the assigning authority permit any person to use the land except as provided in condition 7.

15. The lessee shall, on the termination or revocation of this lease restore the said land to the Government in as good a condition as is consistent with the foregoing conditions.

16. The lessee shall be answerable to the Government for all or any injury or damage done to the said land and other Government property thereupon except as is permitted by the foregoing conditions.

17. The Government may revoke the lease wholly or in part, if the sums specified in condition 3 or any part thereof shall remain unpaid for fifteen days after they have become payable whether formally demanded or not, or if the lessee has broken any of the conditions of the lease herein contained and assume control or otherwise dispose of all or any part of the land and any buildings, fences and structures thereon and the lessee shall not be entitled to any compensation therefor.

18. If the amounts specified in condition 3 or 4 or any part thereof together with interest or if any other amount due from lessee are in arrears, the same shall be recovered from the lessee as arrears of land revenue under the provisions of the Revenue Recovery Act for the time being in force.

Agreement
conditions

In witness whereof I,..... (name and designation) acting for and on behalf of and by the order and direction of His Excellency the Governor of Kerala have hereunto set my hand this..... day of..... 19.....

Place,
Date.

Signature and designation of the
Assigning Authority.

DECLARATION

I declare that I shall hold the lease subject to conditions..... given above. I also declare that I shall abide by the rules which are now in force or may here after be issued by Government in regard to leases.

Signature of lessee.

*Appendix III

Agreement executed on this the..... day of.....
..... One thousand Nine hundred and..... by
..... of Kara..... Village
..... Taluk (hereinafter called the lessee) in favour of the
Government of Kerala (hereinafter called the Government).

WHEREAS under the Rules for lease of Government lands for Cardamom cultivation 1961 and subject to the said Rules and in pursuance of order No..... of the Assistant Settlement Officer, Government land described in the schedule attached thereto and measuring is given to the lessee on Kuthakapattom for a term of 20 years, and it is seen that the lessee has to pay to Government Rs..... as premium and arrears of rent in respect of the property described in the schedule and as per the Provisions of Section 3 (5) 4 (6) 27 of the said rules and in pursuance of the order No..... dated..... of..... the lessee has remitted Rs..... as the first instalment in the Sub-Treasury as per chalan..... and it is necessary that the lessee shall execute an agreement under Section 27/3 (5) 4 (6) of the said Rules for the due payment of the remaining instalments with interest, the following agreement is executed.

Appendix II as amended by Notification No. 29913—A1 61 RD dated 16-1-62. (S.R.O.No. 26/62) published in the Kerala Gazette dated 13-2-1962.

*Appendix III Approved in G.O. (MS) 575 66/RD. dated 14-10-1966 and published in Notification No. 55830/D4/66/RD dated 3-3-1967 in the Gazette dated 4-4-1967.

1. Of the amount of Rs. due by the lessee to the Government towards the premium in respect of the scheduled property, the balance amount of Rs. after deducting Rs. remitted as the first instalment shall be paid by the lessee in. Sub Treasury as yearly/half yearly/quarterly instalments of Rs. with 12% interest.

2. If the lessee fails to remit any instalment, the full or balance amount shall become payable in a lump sum. It shall be remitted within the time stipulated in the written notice received by him. If he fails to do so the Kuthakapattam granted by Shri. Settlement Officer, may be cancelled or caused to be cancelled and the instalment or instalments remitted may be declared or caused to be declared as forfeited to Government or the entire balance amount due by the lessee to the Government may be directed to be recovered under the Revenue Recovery Act in force for the time being.

3. If the Kuthakapattam is cancelled as described above, the lessee shall have no right to claim any compensation for the improvements made in the scheduled property and the possession of the property shall be surrendered immediately; otherwise the lessee may be evicted under the Land Conservancy Act.

4. As per this agreement, the ownership of the property given on Kuthakapattam and described in the schedule below shall vest in the Government.

5. The lessee shall have no right whatsoever, to transfer the scheduled property without the previous sanction of the Government or the officer authorised by them.

6. The lessee shall have right only to enjoy the scheduled property in a reasonable manner, subject to the provisions of the said Rules, 1961 and the Rules made by the Government from time to time for giving lands on Kuthakapattam for cardamom cultivation.

7. If it is found that there is any difference in the extent of the property when the survey record of the scheduled property is completed (if the record is not already completed) the lessee shall be liable to pay on receipt of a written notice, the premium and pattom at the previous rate for the extent of property as per the completed survey records.

8. If it is found that the scheduled property is enjoyed in violation of any provisions described above or rules which are made or may be made for the lease of lands on Kuthakapattom for cardamom cultivation, the lessee fully agrees that the Kuthakapattom may be cancelled and the property reverted in Government without giving compensation for improvements.

DESCRIPTION OF THE SCHEDULED PROPERTY

Lessee.

Witnesses:

1.

2.

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