



Andhra Pradesh Forest Department Code - Vol - II - Appendix - 22

APPENDIX – 22

(Subject 105)

Form of Contract for the collection of Minor Forest Produce.

Agreement made this day or of 1992 and in the year of the Republic of India between (herein after called the lessee) which terms shall where the context admits include the executors, Administrators, Legal representatives and assignees) of the one part and the Government of Andhra Pradesh (herein after called lessor) on the other part.

WHEREAS the lessee has agreed to pay the rent for the Minor Forest Produce Units for the year 199 granted on lease in Forest Division for each year for the items of Minor Forest Produce detailed on Shedule attached here to upon the terms and conditions herein after appearing.

LESSEE : LESSOR:

And WHEREAS the lessee has deposited Rs. (Rupees) as Security for the performance by it or the contract and the provisions herein after contained. NOW THESE PRESENTS witness, that for carrying out the said agreement into execution, the lessee for himself executors, legal representation and assign and the Governor of Andhra Pradesh for him/his successors and his assignees does mutually contract the other and others of them as follows:

RIGHT UNDER CONTRACT

1. The lessee shall during the period of his contract viz., from 1st July, 1992 or the date of execution of agreement which ever is later to 30th June 1990 collect, stores, remove and dispose off subject to the condition and restrictions named below, all of the items of Minor Forest Produce specified in the Shedule attached here to.

LESSEE : LESSOR:

Save and except all or any such produce to which any right holder, permit holder or ryot is now or may at any time hereinafter be entitled to under the provision of the Andhra Pradesh Forest Act, 1967 or any statutory modifications there of or under any rules or proceeding Forest Department of the Govt. of Andhra Pradesh.

2. The lessee shall not dispose off or subject such right or any part there of without obtaining prior permission in writing of the Divisional Forest Officer concerned for the time being (hereinafter called the Divisional Forest Officer) which permission may be refused by the later without assigning any reasons there for.

3. In case of any question arising with regard to or any objection being taken by any person to the lessee right to collect or store any or all the items of Forest produce specified in the Schedule attached hereto, also any routes through any part of the said lands, the Divisional Forest Officer may if and whereas such question arises serve lessee with a written notice prohibiting or regulating such collection, storage or removal and on this service of any such notice the orders and directions therein contained shall until the same are certified by the Divisional Forest Officer by service of, subsequent orders and direction in writing to be taken as part of the conditions of this contract any thing containing to the contrary not with standing and shall be observed and performed by the lessee.

4. The lessee shall not claim compensation for any loss he may incur by carrying out the provisions of such notice nor for any loss caused to its by its being prohibited or obstructed by land owner or other person on place of ownership or right of enjoyment or other wise collect storing or removing any or all of the items of M.F.P. specified in the Schedule attached there to.

5. The collection and removal of produce shall be effected only under such system and form during permitted period and by such routes as may be approved or ordered from time to time by the Divisional Forest Officer by removal without such permit or any routes other than these approves or so ordered shall render this contract, and the produce so removes liable to be forfeited to Government.

6. The lessee shall be entitled to appoint agents to supervise the work of collection and remove produce but no such agent or agents shall be considered as duly accredited for the purpose of this contract until his or their names and

residences and 5 specimens of his or their signature with a letter of authorisation as accepted by the Divisional Forest Officer has been furnished by the lessee. Authorised agent or agents, for collection or removal of the produce shall be supplied with a permit in the form prescribed by the Divisional Forest Officer issued by and under the signature of the lessee or his duly authorised agent or agents, wherein the quantity and kind of produce to be collected and removed the time allowed thereof so be clearly specified. All such permits should be issued within the limits of the leased area.

7. In the collection of the usufruct of trees no damage shall be done to the trees by the tapping or breaking of branches or otherwise and no immature produce shall be collected.

8. The lessee shall be responsible for the acts omissions of himself and his authorised agents, and persons authorised by the lessor shall make good any damage caused to the Forest included in the lease area by him or them or any of either of the or resulting from their acts of commission or omission, the amount of such damage to be assessed in such case by the Divisional Forest Officer whose decision there on shall be deemed to be final.

9. Lessee or its authorised agents shall not employ any labour or cartmen employed by the Department on any work under this contract without obtaining prior permission in writing of the Range Officer concerned.

10. In the event of the lessee failing to collect or remove any produce he is entitled to collect and remove during the period of this lease, such produce shall be forfeited and shall revert to and become the absolute property of the Government of Andhra Pradesh.

11. if any fire occur in the reserved Forest including the leased area, the lessee or his authorised agents, and all persons authorised by him to collect, store or remove the produce shall render every assistance and use their best efforts to extinguish such fire and to give immediate notice of the occurrence or such fire to the nearest forest subordinate. No person authorised by the lessee or his authorised agents to collect produce under this contract, shall with a view to facilitate collection of any such produce or for any other reason, put fire in the forests included in the leased area without taking sufficient safeguards to ensure that it does not spread in to the forest. In the event of sufficient proof to the satisfaction of the Divisional Forest Officer, being available that any such fire in Reserve Forest or protected forest has been caused by the negligence of the lessee his authorised agents or persons authorised by him to collect and remove the produce, he is entitled to collect and remove under this contract the Divisional Forest Officer shall be entitled to forfeit the Security Deposit of the Lessee whole or part as the case may be and his decision would be final. This provision shall in no case effect any liability imposed under section 22 of A.P. Forest Act 1967 and any statutory modification thereof.

12. The lessee shall maintain correct accounts showing the yield obtained every month, cost of collected quantity disposed off and the amount realised in the form prescribed from time to time by the Divisional Forest Officer of all produce collected and removed under this contract and shall submit such accounts once in a year as to reach the Range Officer concerned, within (15) days of expiry of lease period to which they relate with duplicates of all permits issued attached there to with the certificate in the form required duly filled up. Lessee will concurrently send to the Range Officer concerned all used and unused permit books and shall be entitled to appropriate refund of the price of all unused forms returned in good order. The lessee should also concurrently return the permit register maintained.

13. The lessee will pay to the Government rents fixed by the Government for each item of M.F.P. The above amount shall be paid in three equal installments payable on or before 1 st July, 1 st November and 1 st March as detailed below.

Name of the Rental Installments tentative pending

division fixed Final fixation of rentals by the

Government

13(a). The lessee shall pay sales tax on the total rental, any other taxes that the Government have been levying or may levy by General or special orders from time to time along with surcharge @ 10% over sales tax payable.

14. Interest at 10% per annum shall be paid by the lessee on all installments in arrears. For calculating interest for any over due period of and below (15) days will be treated as 1/2 month and any period of (15) days and above but below one month will be treated as one month. Failure to pay installment as indicate above shall render the for feature to Government of all money paid by the lessee under this contract, and all standing or felled stock remaining in the leased area or on any land at the disposal of Government the date of such default and the resale at the risk of the lessee who shall be required to make good to Government by such resale, but shall not to be entitled to any profit that may occur to Government there by. The lessee shall not be permitted to bid at such resale.

15. Any money due by the lessee under the terms of this contract shall under section 70 of the A.P. Forest Act 1967 as amended by any statutory modification thereon be recoverable from him by attachment and sale of the property under the R.R. Act and any statutory modification thereof.

16. The sum of Rs..... Deposited by lessee in with the interest accruing thereon as a security deposit for due fulfillment of all and every one of the conditions of the contract. For the breach of any of which condition the Divisional Forest Officer shall be entitled to forfeit the deposit in whole or in part whether during or after the expiry of the period of contract. In the event of any such order of forfeiture being issued during the period of contract the sum of forfeited shall be immediately made good by the lessee whose work in the leased area will be liable to be suspended until such deposit has been replenished to the full amount originally deposited.

17. The Security Deposit or the balance therefore, if any after deductions have been made under the penal clauses of this contract shall be returnable to the lessee with all interest which has accrued thereon within two months after the expiry of this contract on producing of an order in writing by the Divisional Forest Officer releasing the lessee from all liability under this contract.

18. The lessee shall at all times comply with the provisions of A.P. Forest Act, 1967 and any statutory modification therefore and all rules made by Government there under and the provision of this contract shall be deemed in all respect to be subject to such Act and Rules.

19. In the event of breach by the lessee or his agents and employees of any of the above conditions, the Divisional Forest Officer shall have the right, besides forfeiting of all or any part of Security Deposit referred to in clause 16 above, to cancel this contract by written notice and in such an event all stock, the subject of this contract would be at the disposal of Government on the date of cancellation. The produce so forfeited will either be resold or be worked departmentally and the lessee shall make good to the " Government of Andhra Pradesh " any loss which Government may incur on such resale or department working, as the case may be, but shall have no claim to any surplus which may occur to Government thereby.

20. In case of any dispute arising between the Divisional Forest Officer and the lessee as to any situation arising under this contract other than one on which the decision of the Divisional Forest Officer has been herein declared to be final such dispute shall be referred to the Chief Conservator of Forests in the matter shall be deemed to be final.

IN WITNESS where of the lessee and the Divisional Forest Officer..... acting under the direction of the Governor of Andhra Pradesh hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by the said two party _____ This _____ day of _____ one thousand nine hundred and _____ in the _____ year of Republic of India in the presence of the following witness signed by above named parties.

LESSEE:LESSOR:

(with their addresses)

WITNESS:

1.

2.

STATEMENT SHOWING THE PARTICULARS OF MINOR FOREST PRODUCE PROPOSED TO BE TAKEN ON LEASE BY (LEASSEE) FOR THE 199

Sl_No	Forest Circle	Forest Division	Forest Range	Minor forest produce unit items proposed to be taken lease for 1991-92
1.	2.	3.	4.	5.