

**THE MAHARASHTRA LAND REVENUE (DISPOSAL OF
GOVERNMENT LANDS) RULES, 1971¹**

PART I

General

1. **Short title :-** These rules may be called the Maharashtra Land Revenue (Disposal of Government Lands) Rules, 1971.
2. **Definitions :-** In these rules, unless the context requires otherwise.
 - (a) “backward class” means a Schedule Caste, Schedule Tribe Neo-Buddhists, Vimukta jatis specified in Appendix I, Nomadic Tribes specified in Appendix II and the other Backward Classes specified in Appendix III;
 - (b) “backward class co-operative society” means a society which is registered or deemed to be registered under the Maharashtra Co-operative Societies Act, 1960, by not less than 30 per cent members of which belong to the backward class;
 - (c) “code” means the Maharashtra Land Revenue Code, 1966;
 - (d) “to cultivate personally” means –
 - (i) by one’s own labour, or (ii) by the labour of any members of one’s family and with the occasional assistance, if any of hired labour of servants, on wages payable in cash or kind, but not in crop share:
 - (e) “economic holding” means –
 - (i) 6.47 hectares of dry crop or jirayat land ; or
 - (ii) 3.24 hectares of seasonally irrigated land or paddy or rice land; or
 - (iii) 1.62 hectares of garden or perennially irrigated land.

Explanation I :- Where total land held by a person consists of two or more of the aforesaid classes of lands, the area of economic holding shall be determined on the basis of 4047 hectares of garden or perennially

irrigated land being equal to. 8084 seasonally irrigated land or paddy or rice land or 1.62 hectares of dry crop or jirayat land.

Explanation II :- “Irrigated” means irrigated by any irrigation work whether constructed or maintained by the State Government or not;

- (f) “ex-servicemen” means a former member of the armed forces of the Union (not being a person who has ceased to be a member of the armed forces as a result of his being duly dismissed or discharged after a court martial or on account of bad character or as a result of desertion or

²[Who has been arrested];

- (g) “family” other than a joint Hindu family, in relation to an individual for purposes of grant of land, includes husband, wife, minor sons, unmarried daughters and dependent brother, sister, father and mother whether or not they are separate in estate, but does not include brothers who are major and separate in estate, and the father or mother who is not dependent on such individual;

¹[(g-1) “form” means a form appended to these rules’]

- (h) “fragment” and “standard area” have the meaning respectively assigned to them in the Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947;

- (i) “freedom fighter” means person (being a person who is not in receipt of a pension for life or any loan from Government not being a loan under the Land Improvements Loans Act, 1880, or the Agriculturists Loans Act, 1884 or any other loan for the purpose of agricultural production) who has suffered imprisonment, or detention of not less than one month, or who was fined Rs. 100 or more, or who died or was killed in action or in detention or was awarded capital punishment, or became permanently incapacitated due to firing or lathi charge, or lost his property or means of livelihood on account of his participation in the, National Movement for the emancipation of India;

- (3) Clause(j) was deleted by the Maharashtra Land Revenue (Disposal of Government Lands) (Second Amendment) Rules, 1972, Rule 2 (iii) [(j) (Deleted.)]

(k) “goldsmith” means a goldsmith who has been affected by the operation of any provision of the Defence of India Rules, relating to gold control or any orders made thereunder, and on the said rules made thereunder;

¹[(k-i) “occupancy price” means the price payable as consideration for the grant of the rights to occupy and use land;]

(l) “resident” in relation to land means a person residing in a village in which the land is situated or a person residing in an adjoining village within a radius of eight kilometres from the land;

(l-i) “revenue-free value” means the amount of occupancy price of any land plus the capitalised value of revenue for the time being in force, in respect of that land;

(m) “Schedule Castes” means such castes, races or tribes or parts of, or groups within such castes, races or tribes as are deemed to be Scheduled Castes under Article 341 of the Constitution of India;

Explanation :- Communities described as Scheduled Castes within any specified area shall, for the purposes of these rules, be treated as Scheduled Castes even outside such specified area;

(n) “Scheduled Tribes” means such tribes or tribal communities or part of, or groups within, such tribes or tribal communities as are deemed to be Scheduled Tribes under Article 342 of the Constitution of India.

Explanation :- Communities described as Scheduled Tribes within any specified area shall, for the purposes of these rules, be treated as Scheduled Tribes even outside such specified area;

(o) “serving member of the armed forces” means a member of the armed forces of the Union, and includes a member of the armed forces who is killed, or missing in action;

If a question arises whether any person is a serving member of the armed forces of and its decision shall be final;

(p) “virgin land” means land which is not under cultivation for a continuous period of three years immediately prior to its grant under these rules;

3. **Proprietary rights in unoccupied land not to be granted :-** In all grants and disposals of land the right of occupation and use only, subject to the provisions of the Code shall be granted and not the proprietary right of the Government in the soil itself;
4. **Grant of land situated within port limit :-** No land situated within the limits of any port to which the Indian ports Act, 1908 is extended shall be granted without the written concurrence of the Chief Ports Officer appointed under that Act.

PART II

Grant of land for the promotion of Educational, Charitable or public purposes

5. **Power of State Government to make revenue-free grants –**
 - (1) Except as provided in Rules 6,7 and 8, no land shall be granted free of occupancy price or free of land revenue or both without the sanction of the State Government.
 - (2) Where any land is granted under sub-rule (1) with the sanction of the State Government, the form of sanad to be issued by the Collector in this behalf, regard being had to the nature or purpose for which the land is situated.
6. **Power of collector to make revenue-free grants :-** (1) Subject to the provision of this rule, land may be given by the Collector free of occupancy price and free of revenue, whether in perpetuity or for a term, for the purpose specified in column I of the Table below from which benefit is expected, upto the limits specified in column 2 thereof;

***Table**

Purpose	Extent of estimated Revenue free value	By the Collector with the sanction of the Commissioner	By the Collector
1	2		

Powers under Rule of the Maharashtra Land Revenue Disposal of Government Lands) Rules, 1971.

- For site for the construction of -
- (i) School or Colleges,
 - (ii) Hospitals
 - (iii) Dispensaries and
 - (iv) Other Public Works

(a) at the cost of the fund of any Municipal Corporation, Municipal Council, Zilla Parishad or Village Panchayat duly constituted under any law for the time being in force. 1,00,000 50,000

(b) at the cost of a fund other than the fund specified in clause (a); 1[2,50,000 1,00,000

(c) when used in connection with any scheme under the Community Development and National Extension Service, Local Development Works Programme or any other similar development Works 1,50,000 50,000

Power under Lease of Government 2,50,222 1,00,000]

Rule 7 of the land for play grounds or Maharashtra other recreational Land Revenue purposes in favour of (Disposal of Education institutions or Government local authorities and in Lands) Rules, favour of Gymnasium 1971. recognised by Government.

Provided that land which in the opinion of Collector is in the neighborhood of a railway station shall not be granted for dharamshalas under clause (b) in the table unless when erected they are to be in the charge of such Municipal Corporation, Municipal Council, Zilla Parishad or Village Panchayat:

Provided further that, land shall not be granted under this rule for any purpose mentioned in Rule 7.

(2) Such grants shall ordinarily be made under a sanad in Form I.

7. Grant of land for play-grounds, gymnasiums, etc; - (1) Land may be leased at a nominal rent of one rupee (Re.1) a year for play-grounds or other recreational purposes to educational institutions or local authorities or for gymnasium recognised by Government for a term not exceed Rs. ¹[50,000]; and with the sanction of the Commissioner, when the revenue-free value of the land exceeds Rs¹[50,000] but does not exceed Rs. 1, 50,000.

8. Conditions for revenue-free grant :- Every grant under Rule 6 shall be made expressly on the following conditions in addition to those that may be prescribed in particular cases, namely:-

(a) that the land or any part thereof or any interests therein shall not be transferred, except with the previous sanction of the State Government;

(b) that the land with all fixtures and structures thereon shall be liable to be resumed by the State Government for breach of condition (a) or if the land is not used for the specific purpose or purposes for which it is granted by such date as the Collector may fix in this behalf; or if the land is used for any purpose other than the specific purpose or purposes for which it is granted, or if the land is required by the State Government for its own purpose or any public purpose, and that a declaration under the signature of the Collector that

the land is so required shall, as between the grantee and the State Government, be conclusive;

- (c) that, if the land is at any time resumed by the State Government under condition (b), the compensation payable therefor shall not exceed the amount if any paid to the State Government for the grant, together with the cost or value at the time of resumption, whichever is less, of the building or other works authorisedly erected or executed on the land by the grantee. If a question arises as to the adequacy of the amount of compensation to be paid under this condition, such question shall be referred to the State Government for decision.

- 9. Registration of Sanads:** - Every sanad issued under Rule 5 or rule 6 shall be registered in the register prescribed under Section 75.

PART III

Disposal of land for Agricultural purposes

A. Disposal for allotable Land

- 10. Grant of allotable land in occupancy rights :-** Unoccupied land not being land required for any Government or public purpose of reserved under Rule 20 and land (already given temporarily for cultivation on a eksali lease) (hereinafter in this part referred to as "allotable land") may be granted under Section 20 read with Section 31 in occupancy rights in accordance with the rules in this part for agricultural purposes to any person, in the order of priority provided in Rule 11.
- 11. Priorities for purposes of grant of land :-** (1) Subject to the provisions of sub-rules (2), (3), (4) and (5) of this rule and Rules 12 and 13, any allotable land may be granted to any person in the following order of priority, that is to say:
- (i) an eksali lesee lawfully holding land on lease from Government on the 31st day of March, 1969;
 - (ii) an agriculturist whose land which is assessed or held for purpose of agriculture, has been acquired by Government for any public purpose and who agrees to cultivate the land personally;

- (iii) a serving member of the armed forces, ¹[X X X] an ex-serviceman, a person belonging to Scheduled Tribes, Scheduled Castes, Vimukta Jatis, Nomadic Tribes, and a Neo-Baddhist, who agrees to cultivate the land personally;
- (iv) a member belonging to a backward class other than the backward classes referred to in clause (iii), who agrees to cultivate the land personally;
- (v) any other person who agrees to cultivate the land personally:

*[Provided that, where the land to be granted is, either a whole survey number or a sub-division of a survey number, relinquished in accordance with the provisions of the Code by a person belonging to a Scheduled Tribe, then save in the case of a sub-divisions of the same survey number which is accepted by any of the occupants of the other sub-divisions of same survey number when offered to him by the Collector under sub-section (2) of Section 35 of the Code, a person belonging to a Scheduled Tribe shall have the first priority and shall rank above eksali lessee].

- (2) Where the Collector has to select under sub-rule(1), one or more grantees from persons having the same order or priority, the selection shall be made by him by drawing lots.
- (3) Any allotable land situated in Gramdan village constituted under sub-section (1) of Section 4 of the Maharashtra Gramdan Act, 1964 (Mah. XXIII of 1965) may be granted:-
 - (a) to the Gram Mandal of such Gramdan village;
 - (b) to any Gram Swaraj Sahakari Sansthan functioning in such village prior to the coming into force of the said Act and fulfilling the following conditions, namely:-
 - (i) that the extent of land which has been donated in the village in Gramdan is not less than 80 per cent, of the total extent of the land owned by persons residing in the village;

- (ii) that the persons who have donated their land are not less than 75 per cent of the total number of persons owning land and residing in the village; and
 - (iii) that 75 percent of the persons (excluding minors) residing in the village have joined the Gramdan movement.
- (4) Except with the previous permission of the State Government, no lands shall be granted to any person who, on the 15th day of August, 1968,-
- (a) having three or less than three children, has exceeded three after that date; or
 - (b) having more than three children, has exceeded that number after that date;
- (5) Notwithstanding anything contained in these rules, no land shall be granted under this part ¹[to any serving member of the armed forces or ex-servicemen whose gross annual income from all sources exceeds ²[Rs. 12,000] or to any other person] not being an eksali lessee referred to in clause (i), of the rule, whose gross annual income from all sources exceeds ²[Rs. 10,000]

12. Extent of land which may be granted :- (1) Subject to the provisions of sub-rules (2) and (3) of this rule the extent of allotable land which may be granted to any one person shall not exceed,-

- (a) 2 hectares of dry crop or jirayat land, or
- (b) 1 hectare of seasonally irrigated land or paddy or rice land, or
- (c) 0.05 hectare of garden or perennially irrigated land:

Provided that,-

- (i) an eksali lessee referred to in clause (i) of sub-rule (1) of Rule 11 may be granted land to the extent of an economic holding;
- (ii) land may be granted in excess of an economic holding or in excess of the extent specified in clause (a), (b) or (c), in order to prevent the creation of a fragment;

- (iii) an agriculturist referred to in clause (ii) of sub-rule (1) of Rule 11, may be granted land to such extent as the State Government may, from time to time, direct, and
 - (iv) the minimum area of the land falling under clauses(a), (b) or (c) of this sub-rule which may be granted to any person shall not, having regard to the economically profitable aspect of distribution of land, ordinarily be less than the standard area.
2. No allotable land shall be granted to any individual (other than an eksali lessee or an agriculturist referred to in clauses(i) and (ii) respectively of sub-rule (1) of Rule 11-
- (i) who (not being person belonging to a nomadic Tribe) does not reside within a radius of eight kilometres of the allotable land, or
 - (ii) who already holds land equal to or more than one hectare of dry crop or jirayat land, or 0.50 hectare of seasonally irrigated or paddy or rice land, or 0.50 hectare of garden or perennially irrigated land;
- (3) While granting land under this part, the Collector shall ensure that as far as possible the land by an individual or any member of his family after granting does not exceed-
- (a) one economic holding where the grant is in favour of an eksali lessee;
 - (b) such extent as the State Government may direct from time to time, where the grant is in favour of an agriculturist referred to in clause(ii) of sub-rule (1) of Rule 11;
 - (c) the extent specified in sub-rule (1) of this rule in other cases.

Explanation :- For purposes of computing an economic holding or the extent specified in sub-rule (1), the extent of any land alienated by an individual during the period of three years immediately preceding the date of grant shall be taken into account.

13. Disposal of small pieces of land :- Where any pieces of land is waste because of its small size or awkward shape or situation or it

is less in extent than the standard area, it shall be granted to the holder of land adjoining such piece of land:

Provided that, where there are two or more such holders, the selection for granting the piece shall be made in the order or priority specified in Rule 11:

Provided further that, where there are two or more holders falling in the same category, the holders whose holding is the smallest in size shall be preferred; and where the holdings are equal in area, the allotment shall be made by drawing lots.

14. Payment of occupancy-price :- (1) The occupancy price payable in respect of land granted under this Part shall be -

- (a) equal to the amount of compensation paid for its acquisition or the current market value, whichever is more; if such agricultural land is acquired for any purpose under the provisions of the Land Acquisition Act, 1894, but has not been used for such purpose;
- (b) if the land is virgin land,-
 - (i) nil, if the grant is made to an individual belonging to the backward class;
 - (ii) equal to the current market value if the grant is made to an agriculturist referred to in clause(ii) of sub-rule (1) of Rule 11, or under Rule 20 to a person, whose land has been acquired for a public purpose on payment of compensation; or
 - (iii) equal to twelve times the assessment, in all other cases.
- (c) in the case of any other land-
 - (i) six times the assessment of the land, if the grant is made to an individual belonging to the backward class;
 - (ii) equal to the current market value if the grant is made to an agriculturist referred to in clause (ii) of sub-rule (1) of Rule 11 or under Rule 20 to a person, whose land has been acquired for a public purpose on payment of compensation; or

- (iii) equal to twenty-four times the assessment of the land, in all other cases:

Provided that where the land is granted under Rule 13 to a holder whose holdings is equal to or more than one economic holding or the extent specified in sub-rule (12), the occupancy price payable in respect of such land shall be equal to the current market value of such land.

Explanation :- In cases of the unassessed lands, the occupancy price shall be charged having regard to the assessment leviable on the adjacent lands of similar quality and similarly situated.

- (2) In addition to the occupancy price, the grantee shall be liable to pay such amount for the value of trees if any, standing on the land as may be determined by the Collector in consultation with such forest officer as the State Government may authorize in this behalf.

15. Terms and conditions of grant :- (1) Every grant of land under this part shall be subject to the provisions of the Code in these rules; and in particular, to the following conditions, that is to say-

- (a) the grantee shall not mortgage, sell, assign or otherwise transfer the land or any portion thereof, except with the prior sanction of the Collector;
- (b) the grantee shall bring the land under cultivation before the expiry of two years from the date of the grant;
- (c) the grantee shall be liable to pay full assessment of the land;

Provided that, in cases of virgin land, no assessment shall be charged for a period of first three years from the date of the grant.

- (d) the occupancy price, if any, payable by the grantee under Rule 14 shall be paid in such annual instalments not exceeding-
 - (i) twelve, if the grantee is a person belonging to the backward class, and
 - (ii) six, in any other case,

as may be fixed by the Collector.

- (2) If the grantee commits a breach of any of the conditions specified in sub-rule (1), the Collector may resume and take possession of the land granted to him, and the grantee shall be liable to be evicted from the land.
- (3) Where the grantee is evicted under sub-rule(2), the amount of occupancy price, if any, paid by or recovered from him shall be refunded to him.

16. Disposal of resumed land :- Any land resumed under sub-rule (2) of Rule 15 may be disposed of in accordance with the provisions of rules in this part.

17. Procedure for disposal of land :- In the disposal of land under this part, the following procedure shall be followed, that is to say-

- (1) the Collector or the Tahsildar who has been duly authorised in that behalf shall select, as many villages as possible which in his opinion are centrally situated villages, for the purpose of disposal of allotable land, and shall draw a detailed programme fixing the dates on which the application will be received for the grant of land, the date on which the applications will be considered and the like. Such programme shall be given wide publicity by beat of drum in the villages concerned, requiring the villages to send their applications to the Tahsildar within the specified time, which shall not be less than one month from the date of the publication of such programme. A copy of such programme shall also be displayed in the village chavdi, in the officer of the village panchayat, if any, and in the officer of the Tahsildar. Intimation of the programme shall as far as possible also be given to persons who have already applied for the grant of land under disposal and to the Secretary, District Sailors Soldiers and Airmen's Board, if there be any, and also to the officer of the Social Welfare Departments in the district of such rank as may be determined by the Commissioner.
- (2) Save as provided in sub-rule(3), every application for the grant of land shall be made to the Tahsildar, and shall contain the following among other particulars, namely;
 - (a) name of the applicant;

- (b) size of the family (i) as on the 15th day of August, 1968, and
 - (ii) on the date of application;
 - (c) whether the application is a serving member of the armed forces, freedom fighter, as ex-servicemen or a member of backward class or is a Neo-Buddhist;
 - (d) whether the applicant holds any land on eksali lease, and if so, the date from which he is holding such land and the extent of the land so held;
 - (e) extent of land already held by the application in addition to land held on eksali lease;
 - (f) the gross annual income of the applicant from all sources.
- (3) A serving member of the armed forces or an ex-serviceman (or if he is dead or is unable to write for any reason, then his wife, major son, father, mother or brother in an undivided family), may make an application for grant of land for cultivation to the Collector. Such application shall be made through the Chairman, District Sailors, Soldiers and Airmen's Board.
- (4) On the day fixed in the programme published under sub-rule (1), the Collector or the Tahsildar may, after making such enquiry he deems fit, dispose of land in consultation with the representative of the Village Panchayat concerned and the officer of the Social Welfare Department in the district.
- (5) When an application is made on behalf of a serving member of the armed forces or an ex-serviceman, as provided in sub-rule (3), the grant will be made in the name of such serving member or as the case may be, the ex-serviceman unless he is dead.
- (6) The Collector or the Tahsildar shall make from each grantee an agreement in Form III, and shall cause the grantee to be placed in possession of land granted to him.

18. Disposal of relinquished sub-division: - Sub divisions of a survey number relinquished under Section 35 which cannot be disposed of to the occupants of the other sub-divisions of the same survey

number in the manner provided in sub-section (2) of Section 35, may be disposed of in accordance with the rules in this Part.

- 19. Relaxation of rules in certain cases:** - Notwithstanding anything contained in the rules in this Part the State Government may relax any of the provisions of the rules in this Part for application to any special scheme sponsored by the State Government for the re-settlement of landless agricultural labourers or to any special cases or class of cases in any area or tract in which such relaxation is in the opinion of the State Government considered necessary subject to such terms and conditions as it deems fit.

Grant of Land to persons whose lands are acquired for public purposes

- 20. Grant of land to persons whose lands are acquired for public purposes :-** (1) Subject to the orders of the State Government, the Collector shall, resume unoccupied cultivable land for disposal to persons (being agriculturists) who as a consequence of acquisition of their lands for any public purpose including irrigation and power projects under any law for the time being in force, have been deprived thereof with the result that no land or landless than an economic holding is left with them.
- (2) Any person referred to in sub-rule(1) may make an application for grant of land for cultivation to the Collector. On receipt of such application, the Collector may, on being satisfied after making such inquiries as he deems fit, grant the land reserved under sub-rule(1), to the applicant under Section 20 read with Section 31 in occupancy rights, in accordance with the provisions of Rules 12, 14 and 15 but subject to the relaxation of the condition regarding residence within a radius of eight kilometres of the village where the land is situated.
- (3) The Collector shall take from each such grantee an agreement in Form III, and shall cause the grantee to be placed in possession of the land granted to him.
- (1) Until the lands reserved under sub-rule(1) are granted under sub-rule(2), the Collector may dispose of such land on eksali lease to landless cultivators according to the priority specified in Rule 11 on such terms and

conditions as the State Government may order from time to time, direct.

C. Disposal of lands in river beds and salt marsh land

21. Disposal of lands in beds of river :- (1) Land situated in the bed of a river and not included in a survey number shall, save as otherwise provided in Section 33 and 65, ordinarily be leased annually by auction to the highest bidder for a term of one year or such longer period as the Collector thinks fit. The accepted bid that is to say, the lease money shall be deemed to be the land revenue chargeable on such land.

(2) Such lands shall not be disposed of by the Collector in occupancy rights except with the sanction of the State Government.

22. Grant of salt marsh land for reclamation: - (1) Salt land or land occasionally overflowed by salt-water which is not required or likely to be required for salt manufacture or for any Government or public purpose or any purpose which in the opinion of the Collector is a special purpose may, subject to the orders of the State Government, be leased for the purpose of reclamation by the Collector on the following conditions and with such modifications in particular cases as may be deemed fit, that is to say:

- (a) no rent shall be charged for the first ten years;
- (b) rent at the rate of 60 paise per hectare shall be levied for the next twenty years on the whole area leased, whether reclaimed or not;
- (c) after the expiry of 30 years, the lease shall be continued in the case of reclaimed lands at the rate at which they would be assessed to land revenue from time to time if they were subjected to survey settlement; and in the case of unreclaimed lands, if any, at the average rate of the reclaimed lands;
- (d) any portion of land used for public roads shall be exempt from the payment of rent;
- (e) If the reclamation is not carried out with due diligence within two years of the date of lease or if half the area is not reclaimed so as to be in a state fit for use for agricultural purposes at the end of ten years from such date and the

whole at the end of twenty years from such date or if any land once reclaimed as aforesaid is not maintained in a state fit for use for agricultural purposes the lease shall be liable to cancellation at the discretion of the Collector:

Provided that, the lessee may, during the first ten years, relinquish any area which he cannot reclaim.

(2) Leases under this rule shall be granted in Form IV.

23. Savings :- Nothing contained in rules in this part shall apply to khar lands and tank bed lands and to surplus lands vesting in the State Government under Section 21 of the Maharashtra Agricultural Land (Ceiling on Holdings) Act, 1961.

PART IV

Grant of land for non-agricultural purposes

24. Reserved building plots and their disposal :- The Collector shall with the approval of the Commissioner, prepare a list of building plots in unoccupied lands in his district which in his opinion are likely to be valuable by reason of their proximity to a railway station, market or for any likely reason or which in any scheme of development have been set aside as specially valuable or which may be required for any Government or public purpose or any purpose which in the opinion of the State Government is a special purpose, such list shall be called the list of Reserved Building Plots.

(2) The Collector may with the approval of the Commissioner, alter such list, according as the changing circumstances of any area in his jurisdiction may demand.

(3) Disposal of building plots in the list of Reserved Building Plots shall be subject to the previous sanction of the State Government upon such forms and conditions as may be determined in such case by the State Government.

25. Preparation of layout :- (1) Unoccupied land suitable for building sites or other non-agricultural purposes which is not reserved under Rule 24, shall be laid out by the Collector in consultation with the officer-in-charge Town Planning and Valuation Department having

jurisdiction in respect of such land the local authority concerned, in suitable plots of adequate sizes, regard being had to the purpose and the locality in which the land is situated; and subject to the provisions of sub-rule(2) no plot shall ordinarily be disposed of except in accordance with the layout to be prepared. Such layout may be modified from time to time by the Collector, in consultation with the officer-in-charge, Town Planning and Valuation Department and the local authority concerned.

- (2) Where the Collector for any special reasons to be recorded in writing proposes so to do he may, after consultation with the officer-in-charge, Town Planning and Valuation Department, and with the previous approval of the Commissioner, dispose of any plot in area for which no layout has been prepared.

B. Grant of land for residential use

26. Disposal of building sites :- (1) Except as otherwise provided in these rules, the occupancy rights in building sites shall be disposed of by the Collector under Section 20 read with Section 31 by publication to the highest bidder, unless for reasons to be recorded in writing, the Collector thinks that in any particular case, there is reason for granting the land without auction.

- (2) Where a building site is to be disposed of without auction under sub-rule(1), the Collector shall dispose of the site in occupancy right under Section 20 read with Section 31 on inalienable tenure ¹[If the occupancy price determined under sub-rule(3) does not exceed Rs. 25,000 and with sanction of the Commissioner, if the occupancy price exceeds Rs. 25,000 but does not exceeds Rs. 1,00,000 and with the sanction of the State Government, in other cases.]

- (3) The Collector shall determine the occupancy price of the site, regard being had to the following factors that is to say,

- (a) the sale prices of similar lands in the locality;
- (b) the situation of the building site;
- (c) the availability of, and demand for, similar lands;
- (d) factors which are taken into account in determining the value of land under the Land Acquisition Act, 1894.

- 27. Grant of land housing schemes :-**Building plots may be granted by the State Government for various housing schemes undertaken by any housing board, local authority or co-operative housing society constituted under any law for the time being in force, in occupancy rights under Section 40 on inalienable and impartible tenure on payment of such concessional occupancy price as the State Government may, from time to time fix, regard being had to the nature of the scheme, and in the case of a co-operative housing society, to the income of the members, thereof, such income being ascertained after making such inquiries as the State Government may think fit to make in this behalf:

Provided that, any land being land situated outside the limits of the Bombay Suburban District, in the cities of Nagpur, Aurangabad and Poona and any town having a population on one lakh or more, may be granted by the Collector under Section 20 read with Section 31 to any co-operative housing society if the occupancy price of such land determined under sub-rule(3) of Rule 26 does not exceed Rs. ²[1,00,000], and with the sanction of the Commissioner if the occupancy price so determined, exceeds Rs. ¹[1,00,000] but does not exceeds Rs. ³[2,50,000].

- 28. Grant of land to freedom fighters, members of armed forces, goldsmiths and Government servants :-** (1) Subject to the provisions of this rule, building sites of suitable sizes may, on receipt of an application in that behalf, granted for residential use by the Collector, with the previous sanction of the State Government to freedom fighters, serving members of the armed forces and ex-servicemen who are ordinarily residents in the State for not less than fifteen years immediately before the commencement of the Gold Control Order made under the Defence of India Act, 1962 and to Government servants of the State Government, without auction in occupancy rights under section 20 read with section 31.
- (2) Such grant may be made on inalienable tenure on payment of occupancy price which may be determined having regard to the factors specified in sub-rule (3) of rule 26, if the Collector, after necessary inquiries, is satisfied that these persons do not own any building, plot or a building either in their own name or any member of their family any where in any urban area of the State or outside to State.

- (3) A serving member of the armed forces or an ex-servicemen (or if he is dead or is unable to write for any reason, then his wife, major son, father, mother or brother in an undivided family), may make an application for grant of land for residential use to the Collector. Such application shall be made through the Chairman, District Sailors, Soldiers and Airmen's Board.
- (4) Except with the previous permission of the State Government, not land shall be granted to any person who, on the 15th day of August, 1968-
 - (a) having three or less than three children, has exceeded three after that date;
 - (b) having more than three children, has exceeded that number after that date.

29. Grant of land to backward class persons and landless agricultural labourers :- (1) Building sites (of such size as the State Government may order from time to time determine) may, on receipt of an application made in that behalf, be granted by the Collector to persons belonging to Nomadic Tribes, Vimukta Jatis and backward classes and landless agricultural labourers for whom special schemes for their re-settlement are undertaken by Government, in occupancy rights under section 20 read with section 31.

- (2) Such grant may be made on inalienable and impartible tenure free of occupancy price, if the occupancy price of the building sites does not exceed Rs. ¹[1000] and with the sanction of the Commissioner in other cases.

30. Grant of plots in new village sites :- (1) Where the entire village site or a portion thereof is for any reason determined to be abandoned (herein called the old site), the Collector shall in consultation with the village panchayat, select, suitable Government land for the location of new village site (herein called the new site).

- (2) The new site shall be laid out in suitable plots in the manner provided in Rule 24 making adequate provision for roads, wells, schools and other public purpose.

- (3) Every occupant in the old site may be allotted a plot in the new site in accordance with the following conditions, namely;
- (a) The occupant shall surrender his plot site to the State Government.
 - (b) The occupant shall be allotted a plot in the new site equal in area of the plot which he surrenders to the State Government, provided that where the plot surrendered is less than the minimum standard area fixed under sub-rule (2) he shall be allotted a plot of the minimum standard area.
 - (c) No occupancy price shall be charged where the plot allotted in the new site is equal in area of the surrendered plot. Where the area of the plot allotted in the new site is more than the area of the plot surrendered the allottee shall pay shall pay occupancy price of the additional area at the market rate determined by the Collector.
 - (d) The occupant shall hold the plot in the new site on the same terms and with the same rights and subject to the same liabilities as apply to the tenure of the plot held by him in the old site.
 - (9) The provisions of sub-rule (2) and sub-rule (3) shall also apply in relation to any land that may be acquired for the purpose by Government under the Land Acquisition Act, 1894, due to non-availability of any suitable Government Land.
 - (5) An agreement in Form V shall be taken from each occupant before he is put in possession of the plot in the new site.

C. Grant of land for industrial and commercial purpose

- ¹[31. **Grant of land for industrial and commercial purpose:** - (1) Except as otherwise provided in these rules, building sites situated outside the purview of Municipal Corporations or Metropolitan Regions shall be granted by the Collector for industrial and commercial purposes under section 20 read with section 31, by public auction or by inviting public tenders, to the highest bidder,

after getting the upset price of the land in question determined by the competent officer of the Town Planning and Valuation Department, unless for reasons to be recorded in writing, the Collector thinks that in any particular case there are good reasons for granting the land without auction, in which case, he shall refer the matter to the State Government and the land shall then be disposed of in such manner as the State Government may direct.

- (2) The grant of land shall be subject to the conditions under rule 41 and also the following conditions, namely:-
 - (a) Except with the previous permission of the State Government, the land shall not be sub-divided or disposed of in any manner;
 - (b) The land shall not be disposed of except along with the constructions thereon and the factory, plant and other installation if any, and the land so disposed of shall not, except with the approval of State Government be used for a purpose other than the purpose for which it was initially granted;
 - (c) On disposal of the land along with the factory, plant, structures and other installations by way of sale, the State Government shall be entitled to half the unearned income and where such land is sold without any constructions aforesaid, the State Government shall be entitled to unearned income not exceeding 90 per cent, as the State Government may decide;
 - (d) If the State Government has reason to believe that any mis-representation or concealment is made in regard to the sale price, the sale shall be voidable at the discretion of the State Government.
- (3) in case of buyilding sites situated within the purview of any Municipal Corporation or a Metropolitan Region the Collector shall obtain prior approval of the State Government before disposing of such property by public aution or by inviting public tenders, as provided in sub-rule(1).
- (4) Where a building site is to be granted for industrial or commercial purpose without auction, the Collector shall

dispose of such only with the previous sanction of the State Government.

- (5) Notwithstanding anything contained in sub-rule(1) and subject to the provisions of rule 50, building sites may be granted in favour of Government Undertakings, Government Authorities, Local Bodies and such other institutions as the State Government may direct by general or special orders in this, behalf, by the Collector, in areas other than the Municipal Corporation areas and Metropolitan Region areas if the occupancy price does not exceed Rs. 10,000 and, with the sanction of the Commissions, if the occupancy price exceeds Rs. 10,000 but does not exceed Rs. 50,000 and, in other cases with the sanction of the State Government:

Provided that, in case of the areas falling within the purview of any Municipal Corporation or within any Metropolitan Region, the land shall be granted to such agencies only with the prior approval of the State Government.

Explanation.- For the purposes of this rule unearned income means an amount equal to the difference between the price realised by way of sale and the occupancy price paid to Government at the time of the grant or as the case may be, the price at which the land was purchased immediately before such sale.]

32. Concessional grants to co-operative institutions :- (1) Building site may be granted ¹[x x x] on the recommendation of the Deputy Register of Co-operative Societies, to Co-operative Societies, (excluding co-operative housing societies and Co-operative Central Banks) for the construction of office buildings, godowns, starting of factories for processing of agricultural produce and the like in occupancy rights under section 40, ²[by the Collector, if the occupancy price of the land does not exceed Rs. 25,000 and, with the sanction of the Commissioner, if the occupancy price exceeds Rs. 25,000 but does not exceeds Rs. 1,00,000 and, with the sanction of the State Government in other cases.]

- (2) Such grant may be made on inalienable and impartable tenure and on payment of occupancy price equal to 50 per cent of the market value of the land prevalent on the date of the grant which may be

determined having regard to the factors specified in sub-rule (3) of Rule 26.

NOTIFICATION

Maharashtra Land Revenue (Disposal of Government Lands) Rules, 1971, Rule 32 Authorisation of Collector in the matter of concession to grants of buildings sites to co-operative institutions:-

No. ICS 1078/8080-CR-50-G-3, dated 19th April, 1979.- In exercise of the powers conferred by the section 330-A of the Maharashtra Land Revenue Code, 1966, (Mah. XLI of 1966) (hereinafter referred to as "the said Code") and of all other powers enabling it in that behalf, the Government of Maharashtra hereby directs that the powers of the State Government regarding concessional grants of building sites to co-operative institutions under Rule 32 of the Maharashtra Land Revenue (Disposal of Government Lands) Rules, 1971, shall be exercisable also by the Collectors (except the Collector of Bombay) within their respective jurisdiction, subject to the conditions that.-

- (a) the land to be granted shall be for the purpose of construction of office building and /or godowns only;
- (b) the area of the land shall not exceed 80-94 Ares (2Acres), and
- (c) the market value of the land at the time of the grant shall not exceed Rupees five thousand.- M.G.G., Pt. IV-B, 3-5-79, page 778.

33. Grant of land for salt manufacture: - (1) Unalienated unoccupied land may be granted under Section 38 in leasehold rights by the Collector subject to the previous sanction of the State Government for the term of 25 years for the manufacture of salt, on payment of rent equal to 5 per cent of the full market value of the land determined under Chapter VII of the Code and the rules thereunder or rupees 65 per hectare whichever more, with option at the instance of the lessee for one renewal of the lease for a like period in favour of the lessee, subject to the payment of revised rent to be fixed by the State Government, and such additional conditions as the Collector with the previous sanction of the State Government, may having regard to the circumstances obtaining on the date of such renewal, deem fit to impose.

- (2) The leasehold rights under this rule may be disposed of to a bona fide manufacturer of salt, but other things being equal, preference in the disposal shall be given to a co-operative society as against an individual, provided that, the society satisfy the Collector that it is technically capable of manufacturing salt, and that it has adequate financial capacity for the maximum utilisation of the salt land within a reasonable period.
- (3) The grant of lease shall be subject to the provisions of the Code and the rules, made thereunder, and to the following additional conditions, namely:-
 - (a) the land shall be liable to resumption, in case it is not used for the manufacture of salt or in case it is used for any purpose other than the manufacture of salt;
 - (b) the land shall be liable to resumption, wholly or in case it is required for Government purposes, on payment of compensation for improvements, if any, made by the lessee at original cost minus depreciation.
- (4) An agreement in Form VI shall be executed by the lessee before he is put in possession of the land.

34. Temporary lease - Subject to the provisions of Rule 36 and to any general or special orders of the State Government, unoccupied land may be disposed of by the Collector in lease hold rights under section 38 by public auction for any non-agricultural purpose for a period not exceeding five years on such terms and conditions as he may annex to the grant.

35. Long term leases for non-agricultural purposes and renewal thereof.- (1) Notwithstanding anything contained in the foregoing rules, unoccupied land may be disposed of by the Collector ¹[x x x] in lease-hold rights under Section 33 for any non-agricultural purpose for such period not exceeding 99 years on such other terms and conditions including condition regarding renewal as may be annexed to the lease. ²[if the market value of such land does not exceed Rs. 10,000 and with the sanction of the Commissioner, if it exceeds Rs. 10,000 but does not exceed Rs. 50,000 and with the sanction of the State Government, in other cases.]

- (2) Subject to the general or special orders of the State Government leases granted under sub-rule (1) or under the provisions of any law

relating to land revenue in force immediately before the commencement of the Code may be renewed by the Collector:-

³[(a) when the market value of the land does not exceed Rs. 50,000;]

(b)with the sanction of the Commissioner where the market value of the leased land ⁴[exceeds R. 50,000, but does not exceed Rs. 2,50,000]

(c) With the sanction of the State Government in respect of lands in the Bombay Suburban District and elsewhere where the market value of the leased land exceeds ⁵[Rs. 2,50,000]

(3) for the purpose of determining the market value of the land for fixing the revised rent at the time of renewal of the lease, the Collector shall take into consideration the factors specified in sub-rule(3) of Rule 26, and where the market value exceeds rupees ten thousand, shall consult the Director of Town Planning, State of Maharashtra or an officer appointed by him in this behalf.

36. Grant of land in hill stations for any non-agricultural purpose .- In hill stations and such other localities as the State Government may be notification in the Official Gazette specify, land may be granted in leasehold rights under Section 38 by the Collector with the sanction of the State Government for the construction of a building on such terms and conditions as are considered desirable regarding the style of building the period for construction and the observance of municipal or sanitary regulations and such other conditions as the Collector with the previous sanction of the State Government may determine.

37. Disposal of small strips of land.- When any small strip of land ccessing in the State Government adjacent to an occupied unalienated site cannot reasonably be disposed of as a separate site, the Collector may notwithstanding anything to the contrary contained in any of these rules, grant such strip to the holder of such site on the same tenure on which he holds that site, if he agrees to pay-

(a) assessment or rent, as the case may be for such strip of land at the same rate, if any, at which he pays assessment or rent for such site, and

(b) such price or premium as the Collector deems adequate having regard to the situation of such strip and any other advantages which are likely to accrue to the holder on account of its grant to him.

38. Aerial projection, etc, over Government land.- (1) The Collector may permit, the construction of steps, chabutras, bridges across drains for access, a balcony or any aerial projection over Government land on payment of an annual sum not exceeding 5 per cent of the value of the land used for such construction or below the balcony or other aerial projection as the case may be, subject to a minimum of one rupee.

(2) The annual payment may be revised at intervals of not less than 15 years.

(3) A licence in Form VII shall ordinarily be given for such purposes subject to such additional conditions as the Collector may deem fit to impose regard being had to the circumstances of each case.

39. Power of the Collector to permit laying of water mains, etc, in, over etc, Government land :- (1) The Collector may permit the laying of water mains, pipes, and underground cables and construction of cess-pools through, on, over or underneath any Government land on payment of an annual sum not exceeding 5 per cent of the market value of the land occupied for the purpose, subject to a minimum of one rupee and on such conditions as the Collector may, in consultation with the Executive Engineer concerned, deem fit to impose.

(2) The Collector may permit the erection of poles, towers, stay rods or stay rails for overhead cables on Government land on payment of annual rent at the rate of 25 paise per pole and 50 paise per tower, stay rods rail.

(3) The annual payment may be revised at intervals of less than 15 years.

(4) An agreement in Form VIII shall be taken if the land is permitted to be used to lay water mains and pipes, in Form IX for laying under ground cables, in Form X for the construction of a cess-pool, and in Form XI for the erection of poles, towers, stay rods or stay rails for over head cables.

40. Grant of land for religious purposes :- No unoccupied land shall be granted for construction of any temple, church, synagogue, mosque, for any other religious purpose, no; shall permission under Section 44 be granted for a change of user of land construction of any such

buildings in any occupied land except with the previous sanction of the State Government.

41. Conditions of grant of land for non-agricultural purpose :- (1)

Where unoccupied land is disposed of under Section 20 read with Section 31 for any non-agricultural purpose, it shall be used for the purpose for which it is granted, and be subject to such terms and conditions as the Collector may annex to the grant in accordance with the provisions of these rules and to the payment of non-agricultural assessment as may be fixed by the Collector under the provisions of Chapter VII of the Code and the rules made thereunder.

(2) Where the grant is of a building site, the Collector may annex the following additional conditions, that is to say:-

- (i) The grantee shall level and clear it sufficiently to render it suitable for the particular non-agricultural purpose for which the land is granted;
- (ii) The grantee shall not use the land and the building erected or to be erected thereon for any purpose other than the purpose for which it is granted without obtaining the permission of the Collector under the provisions of the Code and the rules thereunder;
- (iii) The grantee shall within three years (or such further period as Collector may allow) from the date of grant, erect a building of a substantial and permanent description on the land; failing which the land shall be liable to resumption on payment of compensation not exceeding occupancy price paid by the grantee.
- (iv) The grantee shall construct the structure in accordance with the plan approved and conditions prescribed by the local authority competent to approve the plan and prescribe such conditions;
- (v) Two-thirds of the area of the plot shall ordinarily be left open to the sky, and only one-half of the land is, in the Collector's opinion of a very high value, of buildings are likely to be inhabited by poor class of persons and in areas such as bazars and central parts of the towns which are already densely built over. The decision of the Collector on the question whether any land is of high value, any building is inhabited by poor class of persons, or whether persons

belong to poor class or whether any area is already densely built over shall be final.

Explanation :- For the purpose of this sub-rule, "poor class of persons" means a class of persons whose annual income does not exceed Rs. 4,200.

- (vi) the grant shall be subject to the provisions of the Code and rules made thereunder;
- (vii) The grantee shall construct the structure after leaving such distance from the roads in non-urban areas as the Collector may from time to time prescribe, regard being had to the locality and situation of the land in such non-urban area;
- (viii) Such other conditions as the Collector may, under the orders of the State Government, impose.

42.Forms :- (1) Except as otherwise provided in these rules, when unoccupied land is granted for any non-agricultural purpose in occupancy rights under the provisions of this Part, an agreement shall be taken in-

- (a) Form XII, if the land is situated in non-urban area, and
- (b) Form XIII, if the land is situated in an urban area.

(2) While taking an agreement in the forms prescribed in sub-rule (1), the Collector may, subject to the general, or special orders of the State Government if any, annex such additional conditions or omit or vary such of the conditions in the agreement prescribed in Form XII or Form XIII as would be necessary, regard being had to the nature of the grant and the circumstances of the case.

(3) When unoccupied land is granted for any non-agricultural purpose in leasehold rights under the provisions of these rules, the lease shall be executed in such form as the State Government may by order direct, regard being had to the situation of the land and the purpose for which the land is used.

PART V

Grant of land both for Agricultural and non-agricultural purposes

43. Grant of lands encroached upon :- (1) Subject to the proviso to Section 51, and sub-rule (2) of this rule in areas other than the City of Bombay, the Collector may, subject to the general or special orders of the State Government, if the person making the encroachment so desires, grant the land encroached upon to the encroacher either in occupancy rights under Section 20 read with Section 31 or in leasehold rights under Section 38 on the following among other conditions, that is to say-

(a) Conditions for grant encroached lands in occupancy rights-

- (i) that the encroacher shall pay assessment for any entire period of encroachment and fine as required by sub-section (2) of Section 50;
- (ii) that the encroacher shall pay such penal occupancy price not exceeding five times the value of the land, as the Collector may in his discretion fix, subject to the minimum of two and half times the ordinary occupancy price, if the encroacher does not belong to a backward class, and subject to Rule 45, equal to the ordinary occupancy if he belongs to the backward class;
- (iii) that the encroacher shall pay such penal assessment not exceeding five times the ordinary annual land revenue leviable with reference to the use of land, as the Collector may in his discretion fix, subject to the minimum of two and half times such assessment if the encroacher does not belong to a backward class; and subject to Rule 45, equal to such assessment, if belongs to a backward class;

Provided that, the Collector may, with the previous sanction of the State Government, fix the amount of penal occupancy price and penal assessment at a rate lower than the minima prescribed under conditions (ii) and (iii) respectively regard being had to the circumstances of case, and the following consideration, that is to say;

- (j) that in the opinion of the Collector there is no deliberate or malafide intention on the part of encroacher in making the encroachment on Government land;
- (ii) that in the opinion of the Collector the holder may suffer monetarily even if the amount of occupancy price and penal

assessment is fixed to the extent of the prescribed minima;
and

- (iii) any other consideration relevant to the facts of the case;
- (iv) that the assessment fixed under condition (iii) shall be guaranteed for a period of 15 years if the land is used for non agricultural purpose; and for the period of settlement if used for agricultural purpose; and thereafter, it shall be liable to revision:

Provided that, when the revision of assessment is made, the encroacher shall be liable to pay the revised assessment or the penal assessment fixed under condition (iii), whichever is more;

- (v) that the land shall not be used for any purpose other than for which it is granted without the permission of the Collector;
- (vi) that the encroacher shall execute an agreement in Form XIV

(b) Conditions for grant for encroached land in leasehold rights.-

- (i) that the lease shall be for a period of thirty years with retrospective effect from the date of the encroachment;
 - (ii) that the lessee shall agree in writing to pay rent at not less than 15 per cent and not more than 25 per cent of the occupancy price of the encroached land;
 - (iii) that the lessee shall agree to pay such fine for the unauthorised occupation of the encroached land, as the Collector may determine under sub-section (2) of Section 50;
 - (iv) that the lessee shall agree to vacate the encroached land without compensation of unauthorised structures as are in the opinion of the Collector substantially altered during the currency of the lease;
 - (v) that the land shall not be used for any purpose other than that for which it is granted without the permission of the Collector;
 - (vi) that the lessee shall execute an agreement in Form XV.
- (2) The collector shall, before granting the land to the encroacher under this rule, obtain the sanction of the Commissioner in cases where the market value of the land encroached upon as determined

in accordance with the factors specified in sub-rule (3) of Rule 26, exceeds five thousand rupees but does not exceed ten thousand rupees.

44. Permission for continuing certain encroachment on no claim

basis: - Encroachment of Government land in the nature of cess-pools and chabutras, takhatas, steps and like structures of small demensions (being cess-pools and structures which do not cause public inconvenience) or overhanging balconies, roofs and other aerial projections (being projections which do not involve physical appropriation of site, cause no public inconvenience, do not interfere with the future development of the site and are otherwise not objectionable) may be permitted to be continued by the Collector on the encroacher executing a no-claim agreement in Form XVI of Form XVII as the case may be, on payment of a licence fee equal to double the annual letting value of the land current in the locality from the date of the encroachment.

45. Grant of land encroachment upon by backward classes for housing.-

Unoccupied land situated in non-urban areas unauthorisedly occupied for housing purposes by persons belonging to the backward class either individually or in groups, may be grantee free of cost and assessment by the Collector to the persons so occupying such land after laying in out in suitable plots of such size as the State Government may from time to time by order prescribe howsoever, that each encroacher and his family shall not be allotted more than one plot.

An agreement in Form XII appended to these rules shall be taken from each grantee.

46. Regularisation of encroachments in the City of Bombay :-

Subject to the proviso to Section 51, and with the sanction of the State Government, the Collector of Bombay, if the person making the encroachment so desires, grant the land encroached upon to the encroacher and cause the said land to be entered in records maintained under Section 305 of the Code in the name of the said period, on the following among other conditions:-

- (i) that the encroacher shall pay assessment of the entire period of encroachment and fine as required by sub-section (2) of Section 50;

- (ii) that the encroacher shall pay such penal price not exceeding five times the market value of the land encroached upon subject to the minimum of two and half times of such value as may be fixed;
- (iii) that the encroacher shall pay such penal assessment not exceeding five times the ordinary annual land revenue as the Collector may in his discretion fix, subject to the minimum of two and half times of such land revenue.

B. Disposal of forfeited land

47. Disposal of forfeited land or alienated holding: - Any sub-division of a survey number of an occupancy or alienated holding forfeited for failure in payment of land revenue thereof which is not restored to the occupant or superior holder under sub-section (4) of Section 35 or sub-section (3) of Section 72, as the case may be, may unless the Collector finds that the so forfeited is likely to be required immediately or after a reasonable time for any of the purpose specified in Section 22, be disposed of by public auction to the highest bidder.

C. General

48. Auction how to be held :- Wherever it is provided in these rules that the land shall be disposed of by public auction, the provisions of Chapter XI of the Code and the rules thereunder in so far as they relate to the holding and conducting sale, shall apply.

49. Certificate for grant of land :- Where any land is granted either in occupancy rights or in leasehold rights under the provisions of these rules, the Tahsildar shall issue a certificate in Form XVIII appended to these rules.

50. Lands in Metropolitan Regions :- Notwithstanding anything contained in these rules, no land in any Metropolitan Region established under sub-section (1) of Section 3 of the Maharashtra Regional and Town Planning Act, 1960, shall be disposed of for any agricultural or non-agricultural purpose except with the previous sanction of the State Government.

***[51. Conditions as to planting of trees etc.:-** (1) Where any land is granted either in occupancy rights or in leasehold rights under the provisions of these rules, the Collector shall, notwithstanding anything contained in these rules, attach to the grant the following conditions, that is to say-

- (a) Except as otherwise directed in any case, regard being had to soil, climate, rainfall, location and other factors relevant to the land the grantee shall, where land is granted for an agricultural purpose-
 - (i) if there are standing trees on such land, maintain such minimum number of trees of suitable species so as to ensure that there is not less than 10 trees per hectare as may be mentioned as may be mentioned in such grant;
 - (ii) if there are no such trees, plant at least 10 trees per hectare within a period of two years from the date of taking over possession of land and secure their maintenance;
 - (b) Except as otherwise directed, in any case, regard being had to soil, climate, rainfall, location and other factors relevant to the land, the grantee or the lessee shall, during the currency of the grant or lease where the land is granted or leased for a non-agricultural purpose, plant and maintain such number of trees of suitable species so as to ensure that there is not less than one tree per 100 sq. mts., within a period of three years from the date of taking over possession of land.
- (2) The grantee or the lessee shall, where the number of trees which under the grant or lease be is required to plant and maintain is reduced by reason of drying up or for any other reason whatsoever, plant and maintain under the grant or lease.
- (3) If the grantee or lessee does not fulfil the conditions regarding planting or maintenance of trees in the land granted to him-
- (a) In the case of grant of land for non-agricultural purpose, he shall be liable to pay fine equal to the non-agricultural assessment for every year of default where it is already levied on the land. If the non-agricultural assessment is not levied or the land is granted subject to full or partial exemption, the amount of fine for every year of default shall be equal to the non-agricultural assessment that would be leviable had the land not been exempt from payment of non-agricultural assessment;

¹[(b) in the case of grant of land for agricultural purpose he shall be liable to pay fine equal to five times the agricultural assessment

levied on the land for every year of default and in the case of the land where the agricultural assessment is not yet levied or the land is granted subject to full or partial exemption, the amount of fine for every year of default shall be equal to the agricultural assessment that would be leviable had the land not been exempted from payment of agricultural assessment;

Provided that, no action under this sub-rule shall be taken unless reasonable opportunity of being heard has been given to the grantee or lessee: Provided further that, if the Collector after such enquiry as he may deem fit is satisfied that the required number of trees could not be planted or maintained in the land or part thereof in spite of the best efforts made by the grantee either due to the peculiarity of the soil, climate, rainfall and other relevant factors or non-availability of suitable species of trees which can be grown in the relevant circumstances or both, the Collector may either, reduce the number of trees to be planted and maintained or waive the requirement as to planting and maintaining the required number of trees and accordingly reduce or waive the penalty for default in that behalf].

NOTES

The Deputy Commissioner will have the jurisdiction to the appropriate action under sub-sec. (2) of Sec. 96 of the Mysore Land Revenue Act.

It is no doubt true that the plan furnished refer to building for commercial purposes. From this it would not necessarily follow that the petitioners would be entitled to erect and instal machinery for industrial purposes. Be that as it may, it is clear from the order that permission had been expressly granted only for the purposes of construction of godown building. In ordinary parlance a godown could mean merely a ware house used for storage purposes. The fact that in the plan a commercial purpose had been indicated would not enable the petitioners to get over the restriction placed in the permission properly granted by the Deputy Commissioner¹.

FORM 1

Form of Sanad for Revenue-free Grants of Land for promotion of Education, Charitable or Public Purposes.

To,

A.B.

Whereas the State Government have been pleased to grant revenue free to you, A.B. the possession of the below-mentioned piece of land situated in the village ofin the taluka of district for the purpose of(namely)-

All that piece of land bounded on the North byon the South byon the East byon the West by and measuring from North to Southand from East to West, comprising.....square in superficial area, be the same more or less, and bearing No in the Land Records.

It is hereby declared that the said land shall be continued for ever/for a term of years free of all claim on the part of the State Government for rent or land revenue to whoever shall from time to time be the lawful holder or manager of the said on the condition that the said land or any part thereof or any interest therein shall not be transferred except with the previous sanction of the State Government and that the said land shall in all respects be made ready for and shall be fully used for the purpose or purposes for which it was granted before the day of 19; and that neither the said land... nor any building erected thereupon shall at any time, without the express consent of the State Government, be diverted either temporarily or permanently to any other than the aforesaid purpose or purposes, and that no change or modification shall be made of such purpose or purposes and neither the said land nor nay building erected thereon shall be so used as to yield a profit to the grantee, and that in the event of any such unauthorized diversion, change or modification being made, or in the event of the said land or any building erected thereon yielding a profit to the grantee, the said land shall thereupon, in addition to the assessment to which it becomes liable under Section 67 of the Maharashtra Land Revenue Code, 1966 is become liable to such fine as may be fixed in this behalf by the Collector under the provisions of Section 45 of the said Code, or other corresponding law for the time being in force relating to the recovery of land revenue, as if the land, having been assessed for purposes of agriculture only, has been anauthorisedly used for any purpose unconnected with agriculture; and in any such event as aforesaid, or in the event of failure to make the land ready for and to use it fully for, the purpose or purposes for which it is granted before the aforesaid day of 19, or in the event of the land being required by the State Government for any being required by

the State Government for any public purpose, a declaration in respect of which under the signature of the Collector that it is so required shall, as between the said holder or manager and the State Government, be conclusive, or in the event of the land being notified by the State Government, for acquisition under the Land Acquisition Act, 1894, (I of 1894), or in the event of the land or any part thereof or any interest therein having been transferred without the previous sanction of the State Government, it shall be lawful for the State Government on causing six months previous notice in writing to be given to the said holder or manager, to take one of the following courses, namely, either,-

- (1) to require that the said land be vacated and delivered up to the State Government free of all claims or encumbrances of any person whatsoever, or
- (2) to resume and take possession of the said land any buildings erected or works executed thereon, free of all claims and encumbrances of any person whatsoever, on payment of compensation not exceeding the following amount, namely;
 - (a) the amount (if any) paid to the State Government for this grant, and
 - (b) the cost or value at the time of resumption, whichever is less, of any buildings, or other works authorisedly erected or executed on the said land by the said grantee.

This grant is made subject to reservation of the right of the Government to all mines and mineral products and quarries and of full liberty of access for the purpose of working quarrying and searching for the same, with all reasonable conveniences as provided by the Code.

This Sanad is executed on behalf of the Governor of Maharashtra by the Collector of this.....day of19.....

(Signed).....

Collector.

[Seal]

FORM II

[See Rule 7 (2)]

Form of lease of land granted to Educational Institutions or Local Authorities and for Gymnasiums to be used as a Playground Gymnasium or for other Recreational purpose.

THE GOVERNMENT OF MAHARASHTRA

To

This is to certify thatof.....(hereinafter called “the lessee”) has, subject to the provisions of the Maharashtra Land Revenue Code, 1966 (Mah. XLI of 1966), and the rules made thereunder and subject to the conditions hereinafter specified, been allowed by the Collector of(hereinafter called the Collector”) on behalf of the Governor of Maharashtra (hereinafter referred to as Governor”), to occupy for the purposes of a playground/Gymnasium and/or.....for a period of years commencing on a day of19.....(hereinafter called “the said term”) a plot of land situated in village/town/city of taluka district.....bounded on the North byon the South byon the West byand on the East by bearing C.T.S., No./ Surveyand measuring aboutsq. metres and hectares and of the following shape and the following dimensions as shown in the map hereto annexed:-

The conditions of the lease are as follows:

1. The lessee shall pay to the State Government for the said plot of and on the 1st day of August every year in advance the annual rent of rupee one together with the cess that may be levied thereon from time to time under the provisions of Chapter X of the Maharashtra Zilla Parishads and Panchayat Samitis Act 1961 (Mah. V of 1962).
2. The lessee shall not erect any structure upon the said plot of land, save with previous permission in writing of the Collector.
3. The lessee shall not use the said plot of land except for the purpose of a playground/gymnasium and/or.
4. The said plot of land and all structures thereon shall be subject to municipal taxation and to any taxation for local

purposes which is or may hereafter be imposed and shall also be subject to any assessment, tax, cess or any other due which may be levied in respect of the said plot of land or any of the structures thereon, of the nature contemplated in the second paragraph of Section 64 of the Maharashtra Land Revenue Code, 1966 or any other law for the time being in force.

- ¹[5. In the event of the lessee ceasing to be recognised by the Educational Department of Government/Government the lease shall be deemed to have been terminated.
6. The lessee shall permit the Government Officers authorised in this behalf by the Collector at all reasonable times to enter upon and inspect any part of the said plot of land.
7. The lessee shall not subject or in any other way encumber the said plot of land or any portion thereof.
8. If, in the opinion of the Collector, the land is required for the purposes or Government or any local authority, the Collector may at any time terminate this lease by giving to the lessee one calendar month's notice in writing in that behalf.
9. In the event of the lease being terminated under any of these conditions, the lessee, shall not be entitled to claim any compensation on account of the termination of the lease. The lessee shall, if the lease is terminated under the condition 8. before the expiry of the period of the notice given under that clause and in other cases, within such period as the Collector may fix, remove any structure or structures standing on the said plot of land at his own expenses, and on expiry of the said period, shall deliver possession of the said plot of land to the Collector in the same condition in which it was the commencement of the tenancy.
10. The lessee shall at the expiration of the said term quit, and deliver, peaceful possession of the said plot of land to the Collector in the same condition in which he took it, unless the lease is renewed for a further term upon such conditions as the Collector thinks fit.
11. Failure to comply with any of the above conditions of the lease or with any provisions of the Maharashtra Land Revenue Code, 1966, or of the rules thereunder, shall render this lease liable to

cancellation by the Collector, who may thereupon resume the said plot of land, and summarily evict the lessee without notice or payment of any compensation what ever, or may, in lieu of such resumption, order the removal, within a period fixed by him, of any structure erected thereon contrary to condition 2 of this lease, and on such removal not being carried out within the said period may cause the same to be carried out at the expense of the lessee; and it shall be in the sole discretion of the Collector, subject to the orders of the State Government to adopt either one or other of the above remedies as may be seen desirable to him under the circumstances. It shall be lawful for the Collector in the case of breach of condition 3 to levy full rent and fine rent and fine which may extend to forty times the non-agricultural assessment in respect of the land.

12. In this lease, the words “the lessee” includes the lessee, his heirs, successors, legal representatives and permitted assigns and the word “Collector” includes the appoint to exercise the powers of the Collector under this lease.

This lease is executed on behalf of the Governor of Maharashtra by and under the hand and seal of the Collector of theDistrict, thisday ofone thousand nine hundredA.D.

[Seal]

(Signed)

Collector

In the presence of-

(1)

(2)

Accepted by me

Annexed: Map

FORM III

(See Rules 17 to 20)

Form of agreement to be executed by persons to whom land is granted in occupancy right under Rule 17 or Rule 20 of the Maharashtra Land Revenue (Disposal of Government Land) Rules, 1971.

To

The Tahsildar of

I.A.B *inhabitant ofin theTaluka in the District, hereby accept the right of occupation of the land comprised in survey No.....in the village ofin theTaluka of District; and I pray that my name be entered in Government records as the occupant of the said land.

The said land has been granted to me in perpetuity from the day of19 subject to the conditions herein below mentioned and to the provisions of the Maharashtra Land Revenue Code, 1966 and of the rules in force thereunder;

And I undertake to pay the land revenue from time to time lawfully due in respect of the said land (or I undertake, in the event of the State Government discontinuing the exemption of the said land from payment of land revenue, to pay such land revenue in respect of said land as may be lawfully imposed thereon, under the orders of the State Government or as the case may be lawfully imposed thereon, under the orders of the State Government or as the case may be otherwise).

The said land has been granted to me, subject also to the further conditions to which I hereby agree, namely:-

- (1) I, my heirs, assign legal representatives shall-
 - (a) not mortgage, sell, assign or otherwise, transfer the land or any portion thereof except with the previous sanction of the Collector;

- (b) bring the land under cultivation before, the expiry of two years from the date of the grant;
- (c) Pay Rs.....as occupancy price ininstalment each instalment being payable on or before.....
- (2) If I commit a breach of any of the aforesaid conditions, the Collector may resume and take possession of the land granted to me, and I shall be liable to be evicted from the said land;
- (3) In the event of my eviction from the land under condition(2), the amount of occupancy price, if any, paid by or recovered from me shall be refunded to me.

Dated theday of19.....at.....written by

(Signed) A.B.

We declare that A.B. who has signed the agreement is to our personal knowledge the person he represents himself to be, and that he has affixed his signature hereto, in our presence

(Signed).....

(Signed).....

I declare that, to the best of my knowledge and from the best information which I have been able after careful enquiry to obtain the person who executed this agreement is a fit person to be accepted by the State Government as responsible for the punctual payment of land revenue from time to time due on the above land.

(Signed).....

Talathi

FORM IV

(See Rule 22)

Reclamation Lease

This Indenture made theday of19.....between the Governor of Maharashtra (hereinafter called the Lessor) of the one part; andInhabitant of (hereinafter called and Lessee) of the othere part witnesseth that the Lessor does hereby lease unto the Lessee all the Salt Marsh land situated in the village ofin thetaluka in thedistrict..... The survey numbers, areas and boundaries of which are set forth in Schedule A hereunder written which said lands were late in the occupation ofand are now in the occupation ofand are delineated in the plan attached hereto and signed by the Collector of (hereinafter referred to as the Collector). To hold the said lands unto the Lessee for the term ofyears commencing on theday of19.....paying during the said term unto the Lessor for the said lands (save such portion as may be appropriated for public roads which portion shall be exempted from such payment) the yearly rents following, that is to say, for the first ten years of the said term, no rent, and for the next 20 years, viz., commencing on theday of19.....and ending on the day of.....19 yearly sumequal to sixty paise per hectare in such instalments on such dates and to such person as may be, from time to time, prescribed and designated by the Collector and for such period, if any, as shall intervne between the day.....of19.....and the date of the first settlement of assessment hereinafter provided for the yearly sum hereinbefore lastly reserved payable in the manner hereinafter provided for such sum of land revenue as under the laws or rules having the force of law for the time being in force in respect of lands held under the laws or rules having the force of law for the time being in force in respect of lands held under the Government by ordinary occupants shall from time to time, be found to be payable and the Lessee hereby covenants and agrees with the Lessor in manner following, that is to say, FIRST that the Lessee shall at his own expense and with due diligence completely reclaim the lands hereby leased so as to be in a state fit for use for agricultural purposes and shall so reclaim at least one-half of the said lands within ten years and the whole thereof within twenty years commencing on the day of 19..... respectively; and shall maintain such reclaimed land during the reside of the term hereby granted and shall not, until the whole of the said lands shall have been completely reclaimed and rendered cultivable, assign or underlet the said lands or any portion thereof or charge or receive any tax or fee for cattle-grazing upon any portion thereof without the previous consent in writing

of the Collector and that, the lessee shall not at any time partition, bequeath, alienate, assign, mortgage or otherwise charge or encumber or allow the land cultivated, used or occupied by any other persons, any portion of the said land less than the area hereby fixed by the Collector as an economic holding in respect of the said lands nor shall any such portion of the said land be liable to seizure, sequestration, attachment, sale or portion by process of a court. Provided that, if any Government Officer duly empowered in this behalf by the Government of Maharashtra shall certify in writing that any portion of the said lands is unreclaimable, such portion shall be excluded from the operation of the covenants hereinbefore contained. Provided further that, the lessee shall be at liberty, during the first ten years to relinquish any portion of the said lands which he cannot reclaim, and such portion shall thereupon be excluded from the operation of the covenants herein contained. SECOND that, the Lessee shall at his own expense (a) keep open the several roads mentioned and described in Schedule B hereunder written and delineated in the plan hereunto annexed, (b) provide and keep in good order to the satisfaction of the Collector such water-ways in and along the lands hereby leased as may from time to time be required by the Collector, (c) erect such new boundary marks upon the said lands, as may from time to time be required by the Collector all such new boundary marks as well as these at present existing thereon. THIRD that, the said Lessee shall pay the rents hereinbefore respectively reserved at the times and in the manner hereinbefore provided for payment of the same respectively and that whenever any instalment of the said rents respectively shall be in arrear it shall be recoverable from the Lessee as an arrear of land revenue under the provisions of the law for the time being in force in that behalf; AND the Lessee shall also pay all rates, taxes and other outgoings (if any), which shall at any time during the continuance of this lease be payable in respect of the said land or any part thereof. FOURTH that on and after theday of19.....the lands hereby leased, shall be liable to be from time to time surveyed and assessed to land revenue under the laws or rules having the force of law for the time being in force in respect of lands the laws or rules having the force of law for the time being in force in respect of land held under the Government by ordinary occupants and hence forward during the residue of the term hereby granted, the Lessee shall hold the said lands subject to all the provisions of such laws and rules and subject also to such of the covenants and provisions of this lease as shall be capable of continuing effect provided always and it is hereby agreed that, if and whenever there shall be a breach by the Lessee of any covenant, condition or provision herein contained, the Lessor may re-enter upon the said lands or upon the part thereof in the name of the whole, and thereupon, this lease shall determine and that in case default

shall be made in reclaiming the half or the whole of the land within the periods respectively herein before prescribed in that behalf, the Lessor may re-enter upon the said lands and determine this lease under the power in that behalf hereinbefore contained and that, if in the opinion of the Collector (whose decision shall be final) the reclamation is not carried on with due diligence during the two years ending on the day of19.....the Lessor may on or after the said day re-enter upon the said lands and determine this lease under the power in that behalf hereinbefore contained, and that, the right of the said Lessor to all mines and mineral products and of full liberty of access for the purpose of working and searching for the same with all reasonable convenience shall be reserved.

AND IT LASTLY AGREED that the word “Lessor” in the Lease shall mean the Lessor and his Successors and Assigns and the word “Lessee” shall mean the Lessee and his legal representatives.

IN WITNESS WHEREOF, COLLECTOR has hereunto set his hand and affixed his official seal on behalf of the Governor of Maharashtra, and the Lessee has hereunto set his hand the day and year first above written.

Schedule A (Above Referred to)

Schedule B (above referred to)

Signed by the abovenamed in the presence of

Signed by the abovenamed in the presence of

Plans to be attached in terms of the lease.

[Seal of the Collector]

FORM V

(See Rule 30)

Form of agreement for exchange of plot to be executed by villagers removing to a new village-site.

Agreement executed theday of.....19.....by
A.B. resident ofin thetaluka.

Whereas the State Government have been pleased to sanction a change being made in the position of the site of the village in the taluka....district and in pursuance of such sanction, the following plot of ground has been allotted to me in the new site in exchange for the plot held by me in the old site, namely, the piece of land bounded as follows, that is to say on the North byon the South byon the East byon the West bymeasuring.....metres in length from North to South, and metres in length from East to West and comprising aboutsquare metres.....in superficial areas and bearing No.in the Land Records.

I do hereby agree, in consideration of the allotment to me of the new plot of land aforesaid, as follows, namely-

- (1) That all my rights, title and interest in any land whatsoever, situate within the old site of the said village, shall be deemed to be and is hereby surrendered to the State Government together with the trees standing therein and all rights over or other benefits arising out of or enjoyed by me in respect of the said land;
- (2) That if the area of the plot allotted to me in the new site is in excess of the plot surrendered by me, I shall pay occupancy price for the additional area at the rate of Rs per sq. metre.
- (3) That I should hold the price of land aforesaid in the new site from the date of this agreement on the same terms and with the same rights and subject to the same liabilities as would apply to my tenure of the plot held by me in the old site, if I continued to be the holder thereof. In witness whereof I have thereto set my hand the day and year aforesaid. Written by

(Signed) A.B.)

Signed and delivered byin our presence

FORM VI

[See Rule 33 (4)]

This INDENTURE made the day of the month of year in the year of the Republic of India between the Governor of the State of Maharashtra (hereinafter called the lessor which expression where the

context so admits shall include his successors in office, and assigns) of the one part and¹(name of the person) of(address and occupation) (hereinafter referred to as “the lessee” which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and their permitted assigns)²and³ (name of person) of(address and occupation) and(name of person) of(address and occupation) (hereinafter referred to as “the lessee” which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns)¹and (name of person) of (address) and(name of person) of.....(address), all carrying on business in partnership at(address of the firm or syndicate) under the name and style of (name of the firm or a syndicate) registered under(Act under which registered) (hereinafter referred to as “the lessees” which expression shall where the context so admits be deemed to include all the partners of the said firm or members of the said syndicate, their representative, heirs executors, administrators and permitted assigns)²and³(name of the company) a company registered under(Act under which incorporated and having its registered office at(address) (hereinafter referred to as “the lessee”) which expression shall where the context so admits be deemed to include its successors and permitted assigns and⁴.....(name of the Society) of(address of the Society), a co-operative society registered or deemed to be registered under the Maharashtra Co-operative Societies Act, 1960 (Mah. XXIV of 1961) hereinafter referred to as “the lessee” which expression where the context, so admits the deemed to include its administrator and legal representatives (and permitted assigns) of the other part.

Witness:- That in consideration of the rents and royalties, covenants and agreements by and in these presents reserved and contained and on the part of the lessee/s to be paid, observed and performed, the lessor doth here in demise unto the lessee/s the land measuring aboutsituated at thedistrict.....as described and delineated in the plan hereto annexed, and therein surrounded by the boundary lines (hereinafter called the “said land”) to hold for a period of twenty-five years commencing onand ending onthat the purposes and subject to the terms and conditions set forth below, namely:-

1. (a) The lessee/s shall utilise the said lands exclusively for the manufacture, storage and sale of salt and its by-products and for the words connected therewith, and shall not utilise it for any other purpose.

Explanation :- Erection of residential quarters for the employees of the lessee/s shall not be treated as a purpose other than one connected with works aforesaid.

- (b) If the said land is not used for the purpose for which it is granted in 3 consecutive years, the lessor may resume the said land without payment of any compensation.
 - (c) The lessee/s shall obtain from the Salt Commissioner, Government of India, New Delhi, the requisite licence for manufacture of salt under the Central Excise Rules, 1944, before starting the manufacture of any salt and shall not manufacture any salt without such licence. If the lessee/s manufacture salt without such a licence, the lease is liable to be terminated and land resumed by the State Government without payment of any compensation.
2. The lessee may, on the expiry of the period ofyears of this lease, extend the same for such further period and on such terms and conditions as may then be agreed to between the parties.
3. The lessor or the lessee/s shall be at liberty to determine the lease on giving notice such notice being given at the close of the salt manufacturing season and shall have effect at once, but six months from the date of notice will be allowed for the removal of the salt belonging to the lessee/s. All salt not removed within that period shall be forfeited to the lessor, provided that, the lessor shall not be entitled to determine the lease as aforesaid for any reason except that such determination becomes necessary as a result of Government embarking upon a policy of nationalisation or for reason described in clauses 1 to 19 of this lease.
4. On the expiry of the lease, or the determination of this lease if it is determined before its expiry in accordance with the terms of this lease, the lessee/s shall leave the said lands in such order as in consistent with the due performance of this lease with all works erected or made thereon as they are, provided that any machinery erected by them/him may be

removed. The lessee/s shall be entitled to such compensation for the expenditure that he/they may have incurred in respect of the works or the fair value thereof on the date of termination of this lease whichever is less, as may be determined by the Salt Commissioner for India in case the lease is terminated before the expiry of the term as a result of Government embarking on the policy of nationalisation. Provided always that, if the lease is cancelled for the reason described in clauses 1 to 19 of this lease, no compensation of any kind shall be payable to the lessee/s. In other cases, Rules 112 and 114 of the Central Excise Rules, 1944, will apply with regard to payment of compensation to the licensees.

5. The lessor reserves to himself the right to any quarries, mines, veins, and beds of coal, lead, stone, flag, or other minerals in or on the said land with liberty to himself and his employees to enter and search for such minerals and to dig and carry them away doing as little damage to the lessee's works and interfering as little with their works as possible. The lessor further reserves to himself the right to levy a royalty on the quantity of finished by-products at the time of removal from the said lands if the Government of Maharashtra so direct and at such rate as the Government may decide.
6. The lessee/s shall as from during the subsistence of the lease pay yearly rent at the rate of Rs.....(Rupees) of the said lease. He/They shall pay in addition such sum to Salt Department if required by that Department.
7. The lessee/s shall duly observe the terms and conditions of the licence referred to in Clause I (c) above or any statutory modification thereof which the Government of India may in their discretion make. In case of withdrawal or cancellation of such licence by the Government of India for any reason, this lease shall automatically become inoperative, until such licence is renewed or restored to the lessee/s.
8. The Lessee/s shall carrying out and maintain at all times at their own cost to the satisfaction of the officer authorised in that behalf by the Salt Commissioner, quarters of Government Officers and establishment, as may be considered necessary by the said officer.

9. The Lessee/s shall, to the satisfaction of the authorised officer, carry out at their own cost all the necessary works, changes and repairs connected with the manufacture of salt.
10. Except with the written consent of the lessor previously obtained, the lessee/s shall not assign, underlet or part with the possession of the said lands or any portion thereof and shall not transfer by way of sale, gift or otherwise the powers hereby granted to or interest vested in him/them, provided that, nothing herein contained shall prevent the lessee/s at any time from taking any partner into the business carried on by him/them under the present lease after obtaining the previous approval of the authorised officer.
11. The lessee/s shall exercise due diligence and shall give effect to the advice given by the authorised officer or the Salt Commissioner for India in the manufacture of salt and by-products.
12. The lessee/s shall comply with such rules in respect of storage and sale of salt as may be in operation under any law for the time being in force.
13. No salt and by-products thereof which are inferior to the standard laid down for the factory from time to time by (an officer authorised in that behalf by the Salt Commissioner) shall be stored and the authorised officer shall have power to order for this purpose the chemical analysis of the salt and by-products by such person as he may appoint. The said officer may direct that all salt and by-products which on analysis are found to fall below the standard fixed above shall be destroyed at the lessee's expense, (or that it may be stored or otherwise disposed of separately from the salt and by products which confirm to the standard and the decision of the authorised officer or the Salt Commissioner for India on this point shall be final.
14. If notice of termination of the lease as provided in Clause 3 of this lease is given either by the lessee or by the lessor, the lessee/s shall pay all sums due or falling due to the lessor upto the close of the official year in which such notice is given.

15. Any sums due by the lessee to the lessor under this lease shall be recoverable as arrears of land revenue.
16. In case the lessor elects not to determine the lease on the happening of any of the events stated in Clause 19 of this lease, the lessee shall be bound to pay unto the lessor such sum or sums not exceeding Rs. 500 on each occasion of default as may be determined by the said officer whose decision shall be final and binding on the lessees.
17. (a) The lessor or the Government of India shall have the right to purchase or acquire or shall be entitled to the right of first option of purchasing or acquiring every year 25 per cent of the salt produced by the lessee/s on the said lands and the lessee/s shall in any season, in which notice is given to him before the 15th January, store at his own expense and keep in service 15 per cent of the salt manufactured in the leased land in the season. Such salt shall be termed "Government Reserve". The lessor will have the option to purchase it as such rate as may be decided by the lessor from time to time, provided that, the Government Reserve of one season shall be released for disposal by the lessee as it is replaced by equal quantity of new salt of the succeeding season.

(b) No charge shall be mad by the lessee in respect of the space on which salt so reserved is stored unless the normal storage capacity of the plat-form or plat-forms attached to the land is exceeded in which case the lessor shall pay for such additional arrangement as may be necessary.
18. In case of any dispute arising between the lessor and the lessee/s or of any difference of opinion as to the interpretation of the terms of this lease of the obligations, the matter shall be referred to the Salt Commissioner for India, whose decision shall be final and binding on both the parties.
19. Subject to the foregoing conditions, the lessee/s shall continue to enjoy the said lands undisturbed for the said terms of years. In case, however, there is any breach of any of the above conditions, or in case the lessee/s makes/make default in making the payment of any sum due to the lessor for over two months from the date of its falling due, or in case the licence referred to in Clause 7 is cancelled or

forfeited, the lessor may determine the lease forthwith. However, after such determination, the lease may be re-granted for such further period, and on such terms and conditions as may then be mutually agreed upon.

20. The above lease is subject to revision according to any change in policy in relation to salt as a result of negotiation between the Government of India and the Government of the State of Maharashtra.
21. The land shall be liable to resumption, in case it is not used for the manufacture of salt or in case it is used for any purpose other than the manufacture of salt.
22. The land shall be liable to resumption, wholly or in part, in case it is required for Government purposes, on payment of compensation for improvements, if any, made by the lessee at original cost minus depreciation.

In witness of the due execution of this agreement the parties have hereunder set their hands and seals the day and the year first above written

Signed and delivered by [Seal of the Collector]

Shri

Collector of

By order and in the name of the Governor of Maharashtra in presence of

(1)

(2)

Signed and delivered by

(1)

(2)

(3)

For and on behalf of the

(1)

(2)

in the presence of

FORM VII

Form of Licence of Aerial Projection etc. (E.G. Balconies over Government Land)

This indenture made theday ofone thousand nine hundred andbetween the Government of Maharashtra (hereinafter referred to as “the Government”) of the one part and of(hereinafter referred to as “the licensee”) (which expression shall, unless it is excluded by or repugnant to the context, include his heirs, executors, administrator and assigns) of the other part.

Whereas, the State Government is possessed of and absolutely entitled in perpetuity free from encumbrances to the piece of land measuring apporximately square metres and situatein the (village)taluka of thedistrict and bearing Survey No. and bounded

On the North by

On the East by

On the West by

On the South by

and of the shape and approximate dimensions shown in the sketch, ¹.....hereto annexed (hereinafter referred to as “the land”);

And whereas, the licensee wishes to construct²on the said land (hereinafter referred to as “the said projection”);

Note:- The sketch should show clearly the position of the plot relative to the road boundary, the centre line of the road and the nearest mile or furlong stone.

And whereas the licensee has applied for permission to construct the said projection over the said lands,

And whereas, the Collector ofhas agreed to grant such permission on the terms and conditions hereinafter mentioned;

Now, this indenture witnesseth that in consideration of the payment by the licensee of the sum hereby reserved and of the conditions hereafter contained and on the part of the licensee to be observed and performed, the Collector hereby grants to the licensee permission to construct the said projection over the said land, subject to the following conditions, namely:-

- (1) The licensee shall pay to Government every year during the continuance of his licence at the office of the Collector on the first day oftheannual sum of Rs.....in cash, the first of such payment to be made on the day of
- (2) The licence shall not without the previous permission in writing of the Collector extend or add to the said projection.
- (3) The permission hereby granted shall not in any way be deemed to convey to the licensee any right to, or over, or any interest in, the said land or any easements thereof any right to put up pots or supports on the said land for the said projection.
- (4) In case the licensee's building to which the said projection is attached falls down or is destroyed by fire, earthquake, storm or as a result of civil commotion or by any other cause whatsoever or is re-constructed this licence shall immediately determine, and the licensee shall not be entitled to claim any right to put a similar projection in respect of any building which may be constructed in lieu of the building fallen or destroyed as aforesaid.
- (5) The Collector may cancel this licence at any time by giving to the licensee one month's notice in writing of his intention, and at the expiration of such period, this licence shall cease and be void.
- (6) During the subsistence of this licence, the said projection shall be deemed to have been constructed and continued by the consent and permission in writing of the Collector so that the right of the licensee to any easements on the said land shall not become absolute or indefeasible by lapse of time

In witness where ofthe Collector ofDistrict has on behalf of the Government of

Maharashtra hereto set his hand and seal of his office the day and year first above written.

Signature of the Collector.

In the presence of-

- 1.
- 2.

I accept the above conditions

Signature of the licensee in the presence of

(Note.- This licence requires one-rupee stamp and does not require registration).

FORM VIII

(See Rule 39)

Form of Agreement

(permission to lay underground water mains and pipes)

This Agreement made theday ofone thousand nine hundred andbetween the Government of Maharashtra (hereinafter referred to as the “Government”) of the one part andinhabitant ofin the district ofa company incorporated under the Companies Act, 1956 and having its registered office athereinafter called the “licensee” which expression shall, unless it be repugnant to the meaning or context thereof include his heirs, executors, administrators/its successors and permitted assign) of the other part.

Whereas, the licensee applied to the Government for permission licence to lay underground water mains/pipes underneath/along the Government road/road-side land in charge of theDepartment as drawn on/land the plan No.....hereto annexed and therein coloured hereinafter referred to as “the said water mains/pipes”);

And the Government doth hereby grant such permission and licence in the licensee upon the following terms and conditions:

- (1) The said water mains/pipes shall be laid at a depth of not less than 0.91 metre for mains/0.46 metre for pipes below the level of the Government land/road/road-side land/road the exact alignment being settlement in consultation with the Collector of(hereinafter referred to as “the Collector”) before starting the work.
- (2) Where the said mains/pipes cross the road, the work oflaying/with repairing/finally removing the same shall be carried out in width of the road with suitable precautions for the convenience and safety in the traffic. One-half of the road shall not be opened up until the other side is made passable for traffic. All necessary precautions shall be taken to prevent accidents by providing suitable fencing by day and fencing and lights at night.
- (3) The portion of the Government road/road side land/land which will be dug up for the purpose of laying or removing the said water mains/pipes or carrying out repairs thereto, shall be restored to its original condition at the expense of the licensee.
- (4) Where the surface of the Government road/road side land/land will be opened up is a higher type such as asphalt, tar, cement concrete, or the like, the work of opening and restoring it to its original condition shall be carried out by Government at the entire cost of licensee who shall pay the same forthwith on demand and which, if unpaid, may be recovered from the licensee as arrears of land revenue. The decision of the Collector as to the amount of cost incurred shall be final. Where the surface is other than the higher type as aforesaid, the work shall be carried out by the licensee at his cost to the entire satisfaction of the Collector or his representative duly authorized by him in this behalf.
- (5) The licensee shall have no right or interest whatever in or over the said Government road/road side land/land save merely the licence to enter upon the same for the purpose of carrying out necessary operations on the said water mains/pipes during the continuance of this agreement.
- (6) The Government does not guarantee the preservation of the licensee’s property for injury.

- (7) The licensee shall be solely liable for any loss or injury which any person may sustain by reason of any defect or want or repairs in any of the said water mains/pipes or as a/result of any carelessness or negligence or misconduct of his/its employees in laying, repairing or finally removing the said water mains/pipes and the licensee shall indemnify and keep indemnified the Government against all claims, demands, liabilities and expenses which Government may be put to on account of any claim made in this behalf.
- (8) The licensee shall at his/its own expense maintain the said water mains/pipes in a proper state of repairs and make good immediately any damage which might be caused to the surface of the Government road/road side land/land or to other Government property through leakage or any other cause whatsoever, to the entire satisfaction of the Collector or his representative duly authorized as foresaid.
- (9) In the event of its being found necessary at any time to carry out any alterations to the road or other land which will necessitate the removal and relaying of the said mains/pipes the cost of such removal and relaying shall be borne by the licensee.
- (10) On the failure of the licensee to observe any of the conditions of this agreement, the Collector shall be at liberty to cancel this agreement and, if necessary, to remove the said mains/pipes on the expiry of three months notice and the licensee shall be held liable for the expenses so incurred by the Collector.
- (11) The Government shall at all times be at liberty to terminate this agreement by giving three months notice to that effect in which case the licensee shall not be entitled to any compensation on account of the termination of this agreement.
- (12) The licensee shall not commence the work of laying the said water mains/pipes to do any other act subsequent thereto, without having previously obtained the permission in writing of the Collector.
- (13) The licensee shall pay to the Government a fee of Rs. 10 for opening the Government road/road side land/land whenever

the water mains/pipes are first laid underneath the road/road side land/land and also rent of Rs. ¹per annum in advance every year on or about the 1st April for the use of the road/road side land/land.

- (14) The licensee shall before the commencement of the work of making the said water mains/pipes pay to the Collector a deposit of Rs. which shall be forfeited to Government whole or in part if the opinion of the Collector any of the above conditions are not duly complied with the satisfaction of the Collector or his representative authorized as aforesaid.
- (15) If and whenever any part of the sum payable by the licensee under this agreement shall be in arrears, the same shall be recoverable from the licensee as an arrear of land revenue in accordance with the provisions of the Maharashtra Land Revenue Code, 1966 and the rules made thereunder without prejudice to any other remedies which may be open to Government in this behalf.
- (16) The licensee shall bear the cost of preparation, stamping and execution of this agreement.
- (17) Any difference of opinion between the licensee and the Collector in connection with this agreement shall be referred to the Commissionerand his decision shall be final and binding on the licensee.
- (18) A notice or other document to be given to or served upon the licensee may be given or served on, on behalf of Government by the Collector and any such notice or document shall be deemed to have been duly given to, or served the licensee, if it is delivered at the last known address of licensee/the registered office of the company or sent by registered post to his address/the registered address of the company.
- (19) This licence is granted subject to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules made thereunder.

In witness whereof, the Collector for and on behalf of the Governor of Maharashtra has set his hand and the seal of his office and² the licensee has set his hand (1)and (2).....respectively³.. have for and on

behalf of the company in pursuance of a resolution of the Board, dated.....set their hands and the seal of the Company has been affixed hereto the day and year first above written signed, sealed and delivered byon behalf of the Governor ofMaharashtra in thepresence of Collector of

signed, sealed and delivered by.

.....

on behalf of the Company, and

the common seal of the Comp-

-any has been affixed in the presence of-

signed and delivered by the above 1.

named in the presence of- 2.

1.

2.

FORM IX

(See Rule 39)

Form of Agreement

(Permission to lay underground cables)

This agreement made theday of.....one thousand nine hundred and between the Governor of Maharashtra (hereinafter referred to as "The the Companies Act, 1956 (1 of 1956), and having its registered office at(hereinafter referred to as "the Company", which expression shall, unless excluded by or repugnant to the context, include its successors and assigns) of the other part;

Whereas, the Company applied to Government for permission and licence to lay an underground cable along Government road/road side in Survey No.....in charge of theDepartment and within the Company's licensee are as shown on plan No.....hereunto annexed, and therein coloured (hereinafter referred to as "the underground cable").

And the Government doth hereby grant such permission and licence to the Company upon the following terms and conditions:-

- (1) The underground cable shall be laid by the Company at a depthmetres at least below the ground level in the road berm at the extreme edge of the Government road/road side land/survey No.....boundary where possible the exact alignment boundary being settled in consultation with the Collector of(hereinafter referred to as “the Collector”) before starting the work.....road.....Survey No.....
- (2) The portion of the road dug up for the purpose of the underground cable shall be restored to its original conditions at the Company’s expense to the entire satisfaction of the Collector or his representative duly authorised by him in this behalf.
- (3) Where the underground cable crosses the road the work of laying/repairing the same/finally removing the same shall be done in half widths of the road, with suitable precautions for the convenience and safety of the traffic. One-half of the road shall not be opened up until the other half is made possible for traffic All necessary precautions shall be taken to prevent accidents by providing suitable fencing by day and fencing and lights at night.
- (4) The Company shall pay to the Government, in advance, a sum of Rs.....for restoring asphalt macadam or any higher type of work such as tar, cement, concrete, and the like per every crossing of the road and the work shall be carried out by Government at the entire cost of the Company and balance left out of the sum so advanced by the Company will be refunded to it when the work is completed. The decision of the Collector, as to the amount of the cost incurred, shall be final. Where the surface is other than the higher type as aforesaid, the work shall be carried out by the Company at its cost to the satisfaction of the Collector or his representative.
- (5) The Company shall pay to the Government the amount of Rs.....in advance every year on the first day of April for the use of Government road/road side land.

- (6) The Company shall have no right or interest whatever in or over the said road/road side land/land save merely the licence to enter upon the same for the purpose of carrying out necessary operations on its plant during the continuance of the agreement.
- (7) The Government does not guarantee the preservation of the Company's property under or on the said land from injury.
- (8) The Company shall be solely liable for any loss or injury which any person may sustain by reason of any defect in or want of any repairs to any of its plants, or as a result of any carelessness or negligence or misconduct of its employees in laying, removing or setting or repairing the underground cable, and the Company shall indemnify and keep indemnified the Government against all claims, demands, liabilities and expenses to which Government may be put on account of any claim made in this behalf.
- (9) The Company shall at its own expense maintain the underground cable in a proper state of repairs and make good immediately any damage which might be caused to the surface of the road/road-side land/land or his representative.
- (10) The Company shall remove the underground cable its own cost without any claim for compensation if any when so required by the Collector in three month' notice.
- (11) In the event of its being any at any time found necessary to carry out any alterations to the road or any other land which may necessitate the removal and re-laying of the underground cable the cost of removal and re-laying of the same shall be borne by the Company.
- (12) The Government shall at all times be at liberty to terminate this agreement by giving three months' notice to that effect in which case the Company shall not be entitled to any compensation on account of the termination of this agreement.
- (13) On the Company's failure to observe any of the conditions of this agreement the Government shall be at liberty to terminate this agreement and if necessary to remove the underground cable on the expiry of three months' notice and

the Company shall be liable for the expenses so incurred by the Government.

- (14) If and whenever any part of the sum payable by the Company under this agreement shall be in arrears, the same shall be recoverable from the Company as an arrear of land revenue, in accordance with the provisions of the Maharashtra Land Revenue Code, 1966 and the rules made thereunder without prejudice to any other remedies which may be open to Government.
- (15) The Company shall bear the cost of preparation, stamping and execution of this agreement.
- (16) Any difference of opinion between the Company and Government in connection with this agreement shall be referred to the Commissioner ofDivision and his decision shall be final and binding on the Company.
- (17) Any notice or other document to be given to or served upon the Company may be given or served on behalf of the Government by the Collector; and any such notice or document shall be deemed to have been duly given to or served on the Company if it is delivered at the Registered Office of the Company or sent by registered post to the registered address for the time being of the Company.
- (18) This licence is granted subject to the provisions of the Maharashtra Land Revenue Code, 1966 and the Rules made thereunder, in witness whereof the Collector ofon behalf of the Government of Maharashtra hath set his hand and the seal of his office hereto and the common seal of the Company has been affixed hereto the day and year first above written.

Signed, sealed and delivered by-

Collector of

On behalf of the Governor of

Maharashtra, in presence of

1.

2.

[Official Seal]

The common seal of the Company has been
.....affixed hereto, pursuantto a
resolution of the Board ofDirectors, dated the

Day of19.....in

The presence of

1.

[Seal of the Company]

2.

Directors

In witness whereof Collector of hath on behalf of the
Governor of Maharashtra set his hand and the seal of his
office and shri.....hath set his hand, hereunto, the day and
the year first above written.

Signed, sealed and delivered by-

Collector of

1.

2.

Signed and delivered by the above named Shri

In the presence of-

1.

[Official Seal]

2.

N.B.- Plan to be attached.

FORM X

[See Rule 39(4)]

Form of Agreement

To be used when permission is granted for construction of a cesspool on Government land

This agreement made theday ofone thousand nine hundred andbetween the Governor of Maharashtra (hereinafter referred to as “the Government” which expression shall, unless excluded by or repugnant to the context, include his successors in officer and assigns), of the one part, and Shri.....in habitant of.....in the Taluka of thedistrict (hereinafter referred to as “the applicant”, which expression shall unless excuded by or repugnant to the context include his heirs, executors, administrators and assigns) of the other part:

Whereas the applicant on or about theday ofapplied to the Government for permission and licence to construct an underground cess-pool for stagnant water insquare metres, in area, be the same a little more or less, situate in measuring.....square metres, in area, be the same a little more particularly delineated on the site plan hereto annexed and signed for the purpose of identification by the parties hereto (hereinafter referred to as “the said land”)

And the Government doth hereby grant such permission and licence to the applicant upon the following terms and conditions:-

- (1) The applicant is hereby permitted to construct or cause to be constructed as underground cess-pool at a depth ofmetre below the ground level (hereinafter referred to as “the said cess-pool”) for the purpose aforesaid and to keep it for a period ofyears only commencing from theday ofand in consideration thereof the applicant shall pay to the Government annually in advance a sum of Rs.....on theday of in each year during the aforesaid period ofyears.
- (2) The applicant shall take necessary precautions to prevent accident due to any excavations made by him on the said land in connection with the construction or re-construction of or any subsequent repairs to the said cess-pool, by providing suitable fencing by day and fencing and lights at night.

- (3) The applicant shall, at his own cost, maintain the said cess-pool in a proper state of repair, and make good immediately any damage which the existence of the said cess-pool under the said land may through overflow of water or any other cause whatsoever at any time cause to (the surfacing or said slopes or berms of the said road or to) the said land, as the case may be.
- (4) The said land or any other Government land which may be dug up for the purpose of repairing or reconstructing the said cess-pool shall be restored by the applicant to its original condition at his expense to the entire satisfaction of the Collector of(hereinafter referred to as “the Collector”) or his representative and on his failure so to restore the same, it shall be restored by the Collector and the cost of such restoration shall be recovered from the applicant as an arrear of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966.
- (5) The licence granted by this agreement shall be subject to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules and orders from time to time made or issued thereunder.
- (6) In the event of its being at any time found necessary to carry out any work or to do anything in or upon the said cess-pool, the the cost of removing and reconstructing the said cess-pool shall be borne by the applicant.
- (7) The licence hereby granted shall not be constructed to create a tenancy in favour of the applicant in respect of the said land or any portion thereof or to give the applicant any legal right or interest in or over any portion of the said land or any claim to retain the said cess-pool under the said land, save as is expressly provided for by this agreement and the right of the Government to use or dispose of the surface soil of the said land is hereby reserved.
- (8) The applicant shall indemnify Government from all claims, demands, actions, suits or proceedings made or brought by any person against it, and from all costs, charges and expenses which it may have to incur by reason of or due to the exercise by the applicant of any of the privileges arising

from the permission hereby given or due to the existence of the side cess-pool under the said land.

- (9) The Government shall not be liable for any loss or damage suffered by the applicant on account of the closing of, or stopping of, or obstruction to the said cess-pool or any other interference with the right or interests of the applicants in the said cess-pool caused by any member of the public or resulting from any action brought by any such member.
- (10) On the expiration of the said period ofyears, it shall be entirely at the discretion of the Collector to grant a fresh permission to keep the said cess-pool under the said land, on such terms as to payment of any money and as to the period of occupation or user thereof as may then be agreed upon.
- (11) On the expiration of the said period ofyears, agreement shall cease and determine and the applicant shall unless he has obtained a fresh licence to keep the said cess-pool at his own cost and deliver over the possession of the said land within the period of three months from the date of expiry of the said period of years, and if the said land has to be dug up for the removal of the said cess-pool, he shall also at his own cost make good any damage and restore the said land to its original condition, the Government shall be at liberty to re-enter on the said land, to take possession thereof, to remove the said cess-pool, and to restore the said land to its original condition as the case may be, at the cost of the applicant. The cost of such removal or restoration as the case may be is recoverable from the applicant as the arrear of land revenue.
- (12) The applicant shall bear the cost of the preparation, execution and stamping of this agreement.
- (13) If the applicant or any person acting on his behalf commits a breach of any of the conditions of this agreement hereinbefore mentioned, the Government shall be at liberty to cancel the licence hereby granted and to terminate this agreement and thereupon the consequences mentioned in Clause(11) above shall follow, as if the said period ofyears had expired.

- (14) If and whenever any part of the sum payable by the licensee under this agreement shall be in arrears the same shall be recoverable from the applicant as an arrear of land revenue in accordance with the provisions of the Maharashtra Land Revenue Code, 1966 and the rules made thereunder.

In witness whereofCollector ofhath on behalf of the Governor of Maharashtra set his hand and the seal of the office and Shri.....hath set his hand, hereunto,.....the day and the year first above-written.

Signed, sealed and delivered by-

Collector of

In the presence of

Signed and delivered by the above named Shri.....in the presence of

[Official Seal]

N.B.-Plan to be attached.

FORM XI

(See Rule 39)

(Permission to erect poles, towers, stay roads, or stay rails for head cables etc)

This agreement made theday ofone thousand nine hundred andbetween the Governor of Maharashtra (hereinafter referred to as “the Government” of the one part anda Company incorporated under the provisions of the Indian Companies Act, 1956 (I of 1956), and having its registered office at(hereinafter referred to as “the Company” which expression shall, unless excluded by or repugnant to the context, include its successors and assigns) of the other part.

Whereas the Company applied to the Government for permission and licence to rerect poles, towers, stay roads and stay rails for overhead cables along.....Government roads and land in charge of the*Departments and within the Company’s licensed area in the

.....District, as shown on Plan No.....hereto annexed and
.....therein coloured.

And the Government doth hereby grant such permission and licence to the Company upon the following terms and conditions, namely-

- (1) The poles shall be erected by the Company in such places as may be approved by the Collector of(hereinafter referred to as “the Collector”). The said poles and the aerial wires shall be maintained in good condition in accordance with the provisions of the Indian Electricity Act, 1910/Law applicable for the time being in force and the rules thereunder and the entire satisfaction in all respects of the Collector.
- (2) All poles shall be painted with white or alluminium paint up to a height of at least 3.05 metres from the ground level, such painting, being renewed as may be necessary to keep it in good condition so as to be clearly visible to drivers of vehicles at all times.
- (3) Where the surface of the road dug up for holes made for the poles is a higher type such as asphalt, tar, cement, concrete and the like the work of properly filling the holes shall be carried out by Government at the entire cost of the Company and the berms, if any, kerbing or any other part of the road which may be dug up or disturbed while erecting the poles or carrying out repairs to or removing the same shall be restored by the Collector to their original condition at the entire cost of the Company which shall pay the same forthwith on demand and which, if unpaid, may be recovered as arrears of land revenue. The decision of th Collector as to the amount of the cost so incurred shall be final. Where the surface is other than of a higher type as aforesaid the work shall be carried out by the Company as its cost to the entire satisfaction of the Collector or his representative.
- (4) The Company shall pay to the Government annually in advance rent of 25 paise per pole/50 paise per tower, stay rod or stay rail on the first day of April, for the use of the Government land or road.

- (5) The Company shall have no right or interest whatever in or over the said road/land save merely the licence to enter upon it for the purpose of carrying out necessary operations on its plant during the continuance of this agreement.
- (6) The Government does not guarantee the preservations of the Company's property from injury.
- (7) The Company shall be solely liable for any loss or injury which any person may sustain by reason of any defect or want of any repairs in any of its plants, or as a result of any carelessness or negligence or misconduct of its employees in the erection, setting up or use of the plant and the Company may indemnify and keep indemnified the Government against all claims, demands, liabilities and expenses to which Government may be put to on account of any claim made in this behalf.
- (8) The Company shall at its own expense maintain poles, towers, stay rods and stay rails for overhead cables in proper state of repairs and make good immediately any damage which might be caused to the surface of the road/road-side land/land or to other property of Government to the entire satisfaction of the Collector or his representative duly authorised by him on that behalf.
- (9) Subject to the provisions of sub-sections(3) and (4) of Section 18 the Indian Electricity Act, 1910, no tree on the road-side shall be cut or mutilated in any way by the Company without obtaining the previous permission in writing of the Collector and without paying to Government such compensation as may be fixed by the Collector for so doing, the lopped off wood or branches in all cases being handed over by the Company to the Collector. The ends of the lopped off branches shall be neatly sawn off and coated with tar by the Company. The said work shall be done by the Company in a manner approved by the Collector or his representative aforesaid.
- (10) All overhead and straining wires which may be put up shall provide a clear headway of not less than 7.92 metres and where the wires cross the road, they shall be laid at a height of not less than 7.62 metres from the level of the road or other Government land.

- (11) The Company shall, at its own cost and without any claim for compensation remove the poles, tower, stay rods or stay rails, if and when so required by the Collector on three months notice.
- (12) In the event of its being at any time found necessary to carry out alteration to the road or any other land which may necessitate the removal and re-erection of the poles, towers, stay rods or stay rails, the cost of removal and re-erection of the same shall be borne by the Company.
- (13) The licence granted hereunder shall remain in force a period ofyears commencing from the day of 19.
- (14) On the Company's failure to observe any of the conditions of this agreement, the Government shall be at liberty to terminate the agreement and if necessary to remove the towers, the stay rods or the stay rails on the expiry of three months' notice, and the Company shall be liable for the expenses so incurred by the Government.
- (15) If and whenever any part of sum payable by the Company under this agreement shall be in arrears, the same shall be recoverable from the Company as an arrear of land revenue in accordance with the provisions of the Maharashtra Land Revenue Code, 1966, and the rules made thereunder without prejudice to any other remedies which may be open to Government.
- (16) The company shall bear the cost of the preparation, stamping and execution of this agreement.
- (17) Any difference of opinion between the Company and the Government in connection with this agreement shall be referred to the Commissioner of, and his decision shall be final and binding on the Company.
- (18) Any notice or other document to be given to or served upon the Company may be given or served on behalf of Government by the Collector, and any such notice or document shall be deemed to have been duly given to or served on the Company, if it is delivered at the registered office of the Company or sent by the registered post to the registered address for the time being of the Company.

- (19) This licence is granted subject to the provisions of the Maharashtra Land Revenue Code, 1966, and the Rules made thereunder.

In witness whereof the Collector.....on behalf of the Governor of Maharashtra hath set his hand and the seal of his office hereto and the common seal of the Company has been affixed hereto the day and year first abovewritten.

Signed, sealed and delivered by the Collector of.....on behalf of the Governor or Maharashtra in the presence of[Official Seal]

1.

2.

The common seal of the Company has been affixed hereto pursuant to a resolution of the Board of Directors, dated theday of19.....in the presence of-

1.

[The seal of the Company]

2.

Director

FORM XII

[See Rule 42 (1) (a) and Rule45]

(Form of Agreement to be passed by persons intending to become occupancy of land situated in non-ruban areas)

Agreement

To

The Tahsildar,

.....taluka.....district.....

I,A.B. of agree on behalf of myself and my heirs, executors, administrators and assigns to occupy the land specified in Schedul I

appended hereto (hereinafter referred to as the said land) on the conditions stated below, and I pray that my name may be entered in the land records as occupant of the said land.

CONDITIONS

1. I will pay the land revenue from time to time lawfully due in respect of the said to wit; as assessment the sum of Rs.....(being at the rate of per or at such lower rate as is leviable under the rule for the time being in force and applicable to such land) for the period ofyears commencing on and thereafter, I will pay such assessment for such further periods as may from time be fixed by lawful authority.
2. **Use.-** I will not without the previous sanction of the Collector use or permit the use of the said land and the building erected or to be erected thereon for any purpose other than¹.
3. **Building.-** I will erect and complete on the said land² of a substantial and permanent description within a period of years from the date hereto or within such period as may be fixed by lawful authority. I will in regard hereto duly comply in every respect with the building regulations contained in clauses.....of the Second Schedule hereto:
4. **Reservation of margin :-** If at any future date the Collector shall give me notice in writing that a strip from the margin of the said land not more than.....metres in depth is required by Government for the purposes of a road, I will, at the expiration of one month after receipt of such notice, quietly surrender and hand over possession of such strip to the Collector in consideration receiving from Government in exchange and as full compensation therefor a sum equivalent to () times the assessment proportionately payable upon the strip so surrendered:

Provided that, where the materials of any gate, wall, pavement or other such authorised erection or construction on such strip cannot in the opinion of the Collector be removed without appreciable loss, such further compensation on this account shall be paid to me as the Collector may deem fit.
5. **Liability of rates :-** I will pay all taxes, rates, and cesses leviable in respect of the said land.

6. **Tenure :-** ¹(a) I, my heirs, executors, administrators and approved assigns shall not any time transfer the said land or any portion thereof or any interest therein without the previous written sanction of the State Government.
- ²(b) I, my heirs, assigns and legal representatives shall not at any time by partition, inheritance, lease, mortgage or otherwise howsoever transfer the said land except as a whole or allow any portion of it to be cultivated, used or occupied by any other person so as to divide it.
7. ³(a) **Transfer :-** I will not dispose of the land except along with the construction thereon and the factory plant and other installations, if any, and the land so disposed of shall not be used for the purpose other than the purpose for which it was initially granted, without the permission of the State Government.
- (c) I will not sub-divide the land or dispose of any such sub-division without the permission of the State Government.
- (d) In case I dispose of the land along with the factory plant and other installations thereon by way of sale, the State Government shall be entitled to half the unearned increment and where such land is transferred without any construction aforesaid, the State Government shall be entitled to unearned increment upto 90 per cent.
8. **Provisions of Code applicable :-** The provisions of the said Code and all rules and orders for the time being in force thereunder shall apply, to my occupation of the said land, so far as the same may be applicable.
9. **Penalty clause :-** (1) If I contravene any of the foregoing conditions, or any rules made under the Code and applicable in relation to my land aforesaid, the Collector may, without prejudice to any other penalty to which I may be liable under the provisions of the said Code, continue the said land in my occupation on payment of such fine and/or assessment as he may direct, unless the land is resumed under Rule 41 of the Maharashtra Land Revenue (Disposal of Government Lands) Rules, 1971.
- (2) Notwithstanding anything contained in sub-clause (1) it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within a time prescribed in that behalf by the Collector,

and on such removal or alteration not being carried out within the prescribed period, he may cause the same to be carried out and may recover the cost of carrying out the same from me as an arrear of land revenue.

Length Breadth			superficial area	Boundaries				Remarks
North to South	East to West	Total area		North	South	East	West	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	

SCHEDULE II

(The number of the conditions which are applicable should be entered condition 3 of the grant; and special conditions should be inserted in continuation)

1. Building may be erected only within the area marked on the map annexed and the remaining area of the said land shall be left as an open space.
2. "Two-third" of the said land shall ordinarily be left open to the sky and only "one-half" when the land is in the Collector's opinion of a very high value or the buildings are likely to be inhabited by the poorer classes or in areas already densely built over such as bazars and the central parts of towns where the value of lands are very high.
3. No latrine, cess-pool or stable shall be constructed on the said land in any place which shall not have been approved for such purpose by the Collector or an officer authorised by him.
4. No buildings shall be erected in the said land with more than a ground floor and upper storey and unless it is provided with suitable access.
5. The building erected on the said land shall be used for purposes only.
6. No building erected on the said land shall be used as a place for carrying on an offensive trade.

7. In case of a residential building, the plinth shall be at least 0.61 metre from the general level of the ground.
8. No.addition to or alteration in a building shall be carried out without the previous written permission of the Collector.
9. The grant shall be subject to the following special conditions:-
 - (a)
 - (b).....etc.

Dated thedate ofat

(Signed) A.B.

FORM XIII

[See Rule 42 (1) (b)]

(Form of Agreement to be passed by persons intending to become Occupants of Land situate in Urban Area including in a Development Scheme or in other Special Cases)

Agreement

To

The Collector of.....District

I.A.B.of.....agree on behalf of myself and my heirs, executors, administrators and assigns to occupy the land specified in Schedule I appended hereto (hereinafter referred to as 'the said land') on the conditions stated below, and I pray that my name be entered in the land records as occupant of the said land:

1. I will pay the land revenue from time to time lawfully due in respect of the said land to wit: as assessment the sum of Rs. (being at the rate of per or at such lower rate as is leviable under the rules for the time being in force and applicable to such land) for the period of.....years. Thereafter, I will pay such assessment for such further period as may from time to time be fixed by lawful authority.
2. **Use.-** I will not use or permit the use of the said land and the building erected or to be erected thereon for any purposes other than..... without the previous sanction of the Collector. I will

duly comply with the conditions contained in the second schedule hereto.

3. **Reservation of margin.-** If at any future date the Collector shall give me notice in writing that a strip from the margin of the said land not more than metres depth is required by Government for the purpose of a road, I will, at the expiration of one month after the receipt of such notice, quietly surrender and hand over possession of such strip to the Collector in consideration of receiving from the Government in exchange and as full compensation therefor a sum equivalent to () times the assessment proportionately payable upon the strip so surrendered. Provided that, where the materials of any gate, wall, pavement or other such authorised erection or construction on such strip cannot in the opinion of the Collector be removed without appreciable loss, such further compensation on this account shall be paid to me as the Collector may deem fit.
4. **Liability of rates.-** I will pay all taxes, rates and cesses leviable in respect of the said land.
5. **Tenure.-** ¹(a) I, my executors, administrators and approved assigns shall not at any time transfer the said land or any portion thereof or any interest therein without the previous written sanction of Government.

¹(b) I, my heirs, assigns and legal representatives shall not at any time by partition, inheritance, lease, mortgage or otherwise howsoever transfer the said land except as a whole or allow any portion of it to be cultivate, used, or occupied by any other person so as to divide it.
- ¹6. **Transfer.-** (a) I will not dispose of the land except along with the Constructions thereon and the factory plant and other installations, if any, and the land so disposed of shall not be used for the purpose other than the purpose for which it was intially granted, without the permission of the State Government.

(b)I will not sub-divide the land or dispose of any such sub-division without the permission of the Government.

(c) In case I dispose of the land along with the factory plant and other installation thereon by way of sale the State Government shall be entitled to half the unearned increment and where such land is transferred without any construction

aforesaid, the State Government shall be entitled to unearned increment upto 90 per cent.

7. **Provisions of the Code applicable** – The provisions of the said code and all rules and orders for the time being in force thereunder shall apply to my occupation of the land so far as the same may be applicable.

8. **Penalty Clause.-** (a) If I contravene of the foregoing conditions, or any rules made under the Code and applicable in relation to any land aforesaid the Collector may, without prejudice to any other penalty to which I may be liable under the provisions o the said Code, continue the said land in my occupation on payment of such fine and/or assessment as he may direct, unless the land is resumed under Rule 41 of the Maharashtra Land Revenue (Disposal of Government Lands) Rules, 1971.

(b)Notwithstanding anything contained in sub-clause (a) above, it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within a time prescribed in that behalf by prescribed period he may cause the same to be carried out and may recover out and may recover the cost of carrying out the same from me as an arrear of land revenue.

MAP

SCHEDULE I

Length Breadth			Boundaries					Remarks
North to South	East to West	Total area	superficial	North	South	East	West	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	

1. The applicant shall build on the plot in accordance with the building bye-laws framed by the Municipal Corporation.

2. The grant shall be subject to the following special conditions:-

(a) that on the said land building of a substantial and permanent character shall be built within a period of.....years from the date hereof or within such period as may be fixed by lawful authority;

(b)

(c)

Dated theday of.....at

Signed A.B.

We declare that A.B. who has signed this agreement is to our personal knowledge the person he represents himself to be and that he has affixed his signature hereto in our presence.

(Signed) E.F.

(Singed) H.G.

FORM XIV

[See Rule 43 (a) (vi)]

Agreement

This AGREEMENT madeday of.....19 between the Governor of Maharashtra (hereinafter called “the Grantor”), (which expression shall, where the context so admits include his successors and assigns) of the one part AND (hereinafter called “the Grantee”) (which expression shall, where the context so admits include his heirs, executors, administrators, representatives and assigns) of the other part.

Whereas, the Grantee has encroached upon the piece of Government land, the full particulars of which are given in the Schedule hereto (hereinafter called “the said land”) for purposes of cultivation/constructing.....(hereinafter referred to as “the said construction”). And whereas, the Grantee unequivocally admits title of the Grantor to the said land;

And whereas, the Grantee has requested the Grantor to grant the said land to him in occupancy rights under Section 31 of the Maharashtra Land Revenue Code, 1966 on payment of occupancy price and assessment as provided in Section 51 of the said Code:

Now, this agreement witnesseth that the Grantor agree to grant the said land to the Grantee in occupancy rights on the following conditions:-

- (i) that the Grantee shall pay to the Grantor every year the sum of Rs.....being the amount of occupancy price of the said land;
- (ii) that the Grantee shall pay to the Grantor every year the sum of Rs. Being the amount of assessment of the said land;
- (iii) that the Grantee shall pay the said assessment from.....until the same is enhanced in the revision settlement undertaken in accordance with the provisions of the said Code and rules made thereunder;
- (iv) that the Grantee shall not use the said land for any purpose other than without the permission of the Collector;
- (v) that the Grantee shall pay all taxes, rates and cesses and other imposts leviable in respect of the said land under any law for the time being in force;
- (vi) that the Grantee shall abide in force thereunder in so far as they apply to his occupation of the said land;
- (vii) that in the event of breach of any of the conditions of this grant, the Grantee shall be liable to the penalty provided in the Code and the rules made thereunder;

In witness whereof the Governor of Maharashtra has caused the Collector of to set his hand affix his official seal (if any) hereto on his behalf and the Grantee has set his hand seal hereunto on his behalf the date and year first aboverwritten

THE SCHEDULE

Signed, sealed and delivered

By

Collector

In the presence of

(1).....

(2).....

[Seal of the Collector]

Signed, sealed and delivered by the abovenamed Grantee in the presence of

FORM XV

[See Rule 43 (b) (vi)]

Agreement

This Agreement made thisday.....19.....between the Governor of Maharashtra (hereinafter called "the Lessor") (which expression shall, where the context so admits, includes his successors and assigns) of the one part and(hereinafter called "the Lessee") (which expression shall, where the context so admits, includes his heirs, executors, administrators, representatives and assigns) of the other part.

Whereas, the Lessee has encroached upon piece of Government land, the full particulars of which are given in the Schedule hereto (hereinafter called "the said land") for purposes of cultivation/constructing(hereinafter referred to as the "said construction")

And whereas, the Lessee unequivocally admits title of the Lessor to the said land;

And whereas, the Lessee had requested the Lessor to grant the said land to him in lease-hold rights under Section 38 of the Maharashtra Land Revenue Code, 1966 on payment of occupancy price and assessment as provided in Section 51 of the said Code:

Now, this agreement witness that, the Lessor agrees to lease the said land to the Lessee in leasehold rights on the following conditions:-

- (i) that the lease shall be for a period of thirty years from(here enter the date of encroachment);
- (ii) that the Lessee shall pay annually rent of Rs.....

- (iii) that the Lessee shall pay an amount of Rs.....as fine for unauthorised occupation of the said land;
- (iv) that the Lessee shall vacate the said land without compensation if the said construction is substantially altered during the currency of the lease;
- (v) that the Lessee shall not use the said land for any purpose other thanwithout the permission of the Collector;
- (vi) that the Lessee shall pay all taxes, rates and cesses and other imposts leviable in respect of the said land under any law for the time being in force;
- (vii) that the Lessee shall abide by the provisions of the Code and all rules and orders for the time being in force thereunder in so far as they apply to his occupation of the said land.
- (viii) that in the event of breach of any of the conditions of this lease, the Lessee shall be liable to the penalty provided in the Code and the rule made thereunder.

In witness thereof the Governor of Maharashtra has caused the Collector of.....to set his hand and affix his official seal hereto on his behalf; and the Lessee has set his hand and seal (if any) hereunto on his behalf the date and year first abovewritten.

THE SCHEDULE

Signed, sealed and delivered

By

Collector

In the presence of

(1)

(2)

[Seal of the Collector]

Signed, sealed and delivered by the abovenamed Lessee in the presence of

(1)

(2)

FORM XVI

(See Rule 44)

Agreement

This Agreement made thisday of19, between the Governor of Maharashtra (hereinafter called “the Government”) (which expression shall, where the context so admits, include his successors and assigns) of the one part and(hereinafter called “the Licensee”) (which expression shall, where the context so admits include his heirs, executors, administrators, representatives and assigns) of the other part.

Whereas the Licensee has encroached upon the piece of Government land, the full particulars of which are given in the Schedule hereunder written and which is delienated upon the plan hereto annexed and thereon coloured (hereinafter called “the said land”), by constructing balconies/saiwans/projecting caves/roof/chabutras/steps and carriage ways(hereinafter referred to as “the said construction”) which are in existence for aboutyears;

And whereas, the Licensee unequivocally admits title of Government to the said land;

And whereas, the Licensee has requested the Government to allow him to retain the said construction without conferring any right on the Licensee in the said land, on the condition that the permission so granted to retain the said construction will not amount to grant of any interest whatsoever in the said land.

And whereas, in consideration of payment of the sum of Rs.....() only, by the Licensee to the Government being the amount of penal licence fee for part occupation, the Licensor has agreed to take no action under the law against the Licensee for removal of the said construction.

Now, this Agreement witnesseth, that upon payment by the Licensee of the said sum of Rs.....() to the Government, the receipt thereof the Government hereby acknowledges, and upon the Licensee having agree to pay by way of penal licence fee a sum of Rs.....() every year on or before the * during the subsistence of this agreement, the Government agrees to allow the Licensee to retain the said construction, subject to the following conditions, namely:-

1. The said construction shall be allowed to remain so long as the said land is not required by the Government for the use of the Government or for a public purpose.
2. In case the said land is required by the Government for use of Government or for any public purpose (as to which matter the Licensee shall accept as final the decision of the Government), the Licensee on being thereunto required by the Government in writing shall remove the said construction within of the receipt of the said notice, and thereupon, this agreement shall terminate. If within the period allowed in the notice the Licensee fails to remove the said construction, the Government shall be entitled to have the same removed at the cost of the Licensee in accordance with the procedure laid down in Section 45 of the Maharashtra Land Revenue Code, 1966 and the Licensee shall not be entitled to any compensation for the removal of the said construction.
3. If the building to which the said construction is attached falls down, is destroyed by fire, earthquake, storm or as a result of civil commotion or by any other cause whatsoever or is reconstructed, this agreement shall immediately terminate and the Licensee shall not be entitled to claim any right to put up a similar construction in respect of any building which may be constructed in lieu of the building fallen or destroyed as aforesaid. On removal of the said construction completely, of which notice shall be given by the Licensee to the Government this agreement shall terminate and the liability of the Licensee for payment of the annual licence fee shall cease from the date of removal or from the date of the notice, which is subsequent.
4. The licensee hereby agrees that in the event of his failure to pay the licence fee fixed hereunder on the due date, the same may be recovered from him as an arrear of land revenue.

In witness whereof, the Governor of Maharashtra has caused the Collector ofto set his hand and affix his official seal hereto on his behalf and the Licensee has set his hand and seal, if any, hereunto on his behalf, the date and year first abovewritten.

The Schedule above referred to

Signed, sealed and delivered

By

Collector of

In the presence of

(1)

(2)

[Seal of the Collector]

Signed, sealed and delivered

By the abovenamed Grantee

In the presence

(1)

(2)

FORM XVII

(See Rule 44)

(To be used when a cess-pool is constructed in Government land without previous permission)

This Agreement made theday of.....one thousand nine hundred and between the Governor of Maharashtra (hereinafter referred to as “the Government” which expression shall, unless excluded by or repugnant to the context, include his successor-in-office and assigns) of the one part, and Shriinhabitant of.....in the taluka of thedistrict (hereinafter referred to as “the applicant”, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrator and assigns) of the other part.

Whereas, the applicant did on or about day ofconstructed without the permission of the Government an underground cess-pool for stagnant water in square metres of ground (hereinafter referred to as “the said cess-pool”) beneath Government (road)¹ land, measuringsquare metres in area, be the same a little more or less, situate in the City Survey No.....within the limits of the village ofin the district, which (road)¹ is more particularly delineated on the site plan hereto annexed and signed for the purpose of indentification by the parties hereto (hereinager referred to as “the said land”);

And whereas, the Government has now agreed to grant the applicant the requisite permission and licence to retain the said cess-pool on the conditions hereinafter mentioned;

And whereas, the applicant has paid in one lumpsum to the Government doth hereby grant such permission and licence to the applicant upon the following terms and conditions:

- (1) The applicant is hereby permitted to occupy the said land and to keep the cess-pool for the purposes aforesaid for a period of² years only commencing applicant shall pay annually in advance a sum of rupees(Rs.....) to the Government on the day ofin each year, during the aforesaid period.
- (2) The applicant shall take necessary precaution to prevent accidents due to any excavations made by him on the said land or other Government land in connection with the construction, or reconstruction of, or any subsequent repairs to, the said cess-pool, by providing suitable fencing by day, and a fencing and lights at night.
- (3) The applicant shall, at his own cost, maintain the said cess-pool in a proper state of repair, and make good immediately any damage which the existence of the said cess-pool under the said land may through, overflow of water or any other cause whatsoever at any time cause (to the surfacing or side slopes or berms of the road or)¹ to the land as the case may be.
- (4) The said land or any other Government land which may be dug up for the purpose of repairing or reconstructing the said cess-pool shall be restored by the applicant to its original conditions at his expenses to the entire satisfaction of the Collector of(hereinafter referred to as “the Collector”) or his representative and on his failure so to restore the same, it shall be restored by the Collector and the cost of such restoration shall be recovered from the applicant as an arrear of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966.
- (5) The licence granted by this agreement shall be subject to the provisions of the Maharashtra Land Revenue Code, 1966

and rules and orders from time to time made or issued thereunder.

- (6) In the event of its being at any time found necessary to carry out any work or to do anything in or upon the said land or other land, which may necessitate the removal and reconstruction of the said cess-pool, the cost of removing and reconstructing the said cess-pool shall be borne by the applicant.
- (7) The licence hereby granted shall not be construed to create a tenancy in favour of the applicant in respect of the said land or any portion thereof or to give the applicant any legal right or interest in or over any portion of the said land or any claim, to retain the said cess-pool under the said land, save as is expressly provided for by this agreement, and the right of the Government to use or dispose of the surface soil of the said land is hereby reserved.
- (8) The applicant shall indemnify the Government from all claims, demands, actions, suits or proceedings made or brought by any person against it, one from all costs, charges and expenses which it may have to incur by reasons of or due to the exercise by the applicant of any of the privilege arising from the permission hereby given or due to the existence of the said cess-pool under the said land.
- (9) The Government shall not be liable for any loss or damage committed by the applicant on account of the closing of or stopping of, or obstruction to the said cess-pool or any other interference with the right of interests of the applicant in the said cess-pool caused by any member of the public or resulting from any action brought by any such member.
- (10) On the expiry of the said period of*years, it shall be entirely at the discretion of the Collector to grant a fresh licence to keep the said cess-pool under the said land on such terms as to payment of any money and to the period of occupation or use thereof as may then be agreed upon.
- (11) On the expiration of the said period of *years, this agreement shall cease and determine and the applicant shall unless he has obtained a fresh licence to keep the said cess-pool on or before the expiration of the said period of

.....years.....remove the said cess-pool at his own cost and deliver over the possession of the said land within a period of three months from the date of expiry of the said period of Years, and if the said land has to be dug up for the removal of the said cess-pool, he shall also at his own cost make good any damage and restore the said land to its original condition. In the event of the applicant failing to remove the said cess-pool and deliver over the possession of the said land as aforesaid, or to make good any damage or to restore the said land to its original condition the Government shall be at liberty to re-enter on the said land, to take possession thereof, to remove the said cess-pool and to restore the said land to its original condition, as the case may be, at the cost of the applicant. The cost of such removal or restoration, as the case may be, shall be recoverable from the applicant as an arrear of land revenue.

- (12) The applicant shall bear the cost of the preparation, execution and stamping of this agreement.
- (13) If the applicant or any person acting on his behalf commits a breach of any of the conditions of this agreement hereinabove mentioned, the Collector shall be at liberty to cancel the licence hereby granted and to terminate this agreement and thereupon the consequence mentioned in clause (11) above shall follow as if the said period of*years had expired.
- (14) If and whenever any part of the sum payable by the licensee under this agreement shall be in arrears, the same shall be recoverable from the applicant as an arrears of land revenue in accordance with the provisions of the Maharashtra Land Revenue Code, 1966, and the rules made thereunder.

In witness thereofCollector.....hath.....on behalf of the Governor of Maharashtra set his hand and the seal of his office and Shrihath set his hand hereto the day and the year first abovewritten.

Signed, sealed and delivered by

Collector of

In the presence of

1.

2.

Signed and delivered by the abovenamed Shri

In the presence

[Official Seal]

1.

2.

N.B.- Site –plan to be attached.

FORM XVIII

(See Rule 49)

It is hereby certified thatA.B.....inhabitant ofvillage taluka.....district, has been granted with effect fromoccupancy rights in perpetuity/lease hold rights for a period ofyears, in the land described in the Schedule below and situated within the limits of occupancy price/premium.....on payment of Rs.....and annual land revenue/rent of Rs.....with effect fromfor the purposes of

The grant is subject to the provisions of the Maharashtra Land Revenue Code, 1966, and the Rules made thereunder and to the conditions agreed to by the said occupant/lessee in the agreement executed by him in this behalf.

SCHEDULE

Village	Taluka	District	Survey No. and Sub-Division or Khasra No. C.T.S. No. or Plot No.	Area	Assessment or Rent
1	2	3	4	5	6

Dated _____ Tahsildar _____ [Seal of the Tahsildar]

Note:- The certificate shall be prepared in duplicate. One copy shall be given to the occupant/lessee and the other filed with the record of the case.

APPENDIX II

[See Rule 2 (a)]

Vimukta Jatis

Community	Synonyms
(1)	(2)
1. Berad	(a) Bedar, (b) Naikwadi, (c) Talwar, (d) Valmiki,
2. Bestar	Sanchaluwaddar.
3. Bhamta	(a) Bhamti, (b) Girni Waddar, (c) Kamti, (d) Pathrut, (e) Takari, (f) Uchale.
4. Kaikadi	(a) Dhontle, (b) Korva, (c) Mukawale or Konchikorva.
5. Kanjar Bhat	(a) Chhara, (b) Kanjar, (c) Nat.
6. Banjara	(a) Goar Banjara, (b) Lamabara, (c) Lambhini, (d) Charn Banjaras, (e) Labhan, (f) Mathura Labhan, (g) Kachikiwale Banjaras, (h) Laman Banjaras, (I) Laman/Lamani, (j) Laban, (k) Korya or Janged, (l) Dhali/Dalia, (m) Dhad/Dari, (n) Singaris, (o) Navi Banjaras, (p) Jogi Banjaras, (q) Shingawale Bajaris, (Singawale Vanjaris).
7. Phase Pardhi	Pal Pardhi
8. Raj Pardhi	(a) Chita Pardhi, (b) Goad Pardhi, (c) Heran Shikari, (d) Takankar.
9. Rejpur Bhamta	(a) Pardeshi Bhamta, (b) Pardeshi Bhamti
10. Ramoshi	-
11. Vaddar	(a) Gadi Vaddar, (b) Jati Vaddar, (c) Mati Vaddar, (d) Patharavat.

12. Vaghari

Appendix II

[See Rule 2(a)]

Vimukta Jatis

1.	Bava	Bairagi
2.	Beldar	Old
3.	Bharadi	(a) Balshantoshi, (b) Kingriwale, (c) Nath Bava, (d) Nath Jogi, (e) Nath Panthi Davar Gosavi Bhope.
4.	Bhut	-
5.	Chalvadi	-
6.	Chitrakathi	-
7.	Garudi	-
8.	Ghisadi	(a) Ghisadi Lohar or Gadi Lohar or Chitodi Lohar.
9.	Golla	-
10.	Gondbhali	-
11.	Gopal	(a) Goopal Bhorpis
12.	Helve	-
13.	Joshi	(a) Budhudki, (b) Damruwale, (c) Kudmude, (d) Medhangi, (e) Sarode.
14.	Kashikapadi	-
15.	Kolhati	Dombari.
16.	Mairal	(a) Dangat,.
17.	Masanjogi	(b) Vir Sudgadsiddha
18.	Nandiwale	Tirmal.

19.	Pangul	-
20.	Raval	(a) Raval or Ravalyogi.
21.	Sikkalgar	Katari
22.	Thakhar (in Ratnagiri district only)	-
23.	Vaidu	Zinga Bhoi.
24.	Vasudeo	-

APPENDIX III

[See Rule 2 (a)]

List of other Backward Classes in Maharashtra

(1) Agri, Agle or Kalan, (2) Alitkar, (3) Bagri, (4) Bahurupi, (5) Bajania, (6) Bandi, (7) Bari or Barai (8) Baria, (9) Basigar, (10) Bedar, (11) Beria, (12) Besdeva, (13) Bhadbhunja, (14) Bhaikya or Targal, (15) Bhand (16) Bhanta, (17) Bhat, Bhatta, (18) Bhawin, (19) Bhavsar, (20) Bhilala, (21) Bhisti or Parvali, (22) Bhoi (including Paradeshi and Rajbhoi), (23) Burud, (24) Buttal, (25) Chandalgara, (26) Chantha, (27) Charan or Gadhavi, (28) Charodi, (29) Chippa, (30) Dabgar, (31) Das or Dagadidas, (32) Davari, (33) Depala, (34) Devali, (35) Devang, (36) Devdig, (37) Dhangar, (38) Dhimar, (39) Dhivar or Dhebra, (40) Dholi, (41) Dombari, (42) Futgudi, (43) Gadaria, (44) Gadhavi, (45) Gadri, (46) Gandharap, (47) Garpagari, (48) Gavandi, (49) Gavali, (50) Ghoshi, (51) Goehoki, (52) Gujarath Bori (53) Gurav, (54) Halepaiki, (55) Hatkar, (56) Hilav, (57) Jadi, (58) Jagiasi, (59) Jajak, (60) Jangam, (61) Jatia, (62) Jatigar (63) Javeri, (64) Jingar, (65) Jogi, (66) Jogin, (67) Johari, (68) Julaha, (69) Kachera, (70) Kadera, (71) Kahar, (72) Kamti, (73) Kammi, (74) Kapdi, (75) Kasar, (76) Kashi, (77) Kathi, (78) Katti, (79) Kevat, (80) Khangar, (81) Kharwa or Kharwe, (82) Khati, (83) Khatik, (84) Khelkari, (85) Koli, (86) Kili Malhar, (87) Koli Suryanvanshi, (88) Kongadi (89) Korbar, (90) Kori (91) Koshi, (92) Koshiti Devang, (93) Kuchbandh, (94) Kuchharia, (95) Kunbi, (96) Kundhar, Kumar (97) Kurhin, Shetti, (98) Kurmar, (99) Labha, (100) Ladaph, Laddaph, (101) Ladia, Ladhia, (102) Lakheria, (103) Lohar, (104) Lonari, (105) Machhi, (106) Mahali, (107) Mali, (108) Manbhav, (109) Mangela, (110)

Mapanjogi, (111) Marvar Bori, (112) Mathura, (113) Me, (114) Medar, (115) Mhali, (116) Mina, (117) Mitha, (118) Namdhari, (119) Namdhari Paik, (120) Navi, Nhavi, (121) Navkashi, (122) Nekar Jada, (123) Nethura, (124) Nilghar, Nili, Nirali, (125) Nili, (126) Nikanthi, (127) Nilshikari, (128) Nonia, (129) Paidiar, (130) Padharia, (131) Panchal, (132) Panka, (133) Parit or Dhobi, (134) Parvali, (135) Patradowaru, (136) Patkar, (137) Perki, (138) Phasechari, (139) Phudgi, (140) Phulari, (141) Pinjara, (142) Putaligar, (143) Rachevar, (144) Rachbandhia, (145) Raikari, (146) Rangar, (147) Rangarez, (148) Ragrea, (Bhavsar (Rangari), (149) Raot, Ravat, Rautia, (150) Sahadev Joshi, (151) Sahis, Sais, Shis, (152) Salat, (153) Salat, Waghri, (154) Sali, Padmashali, (155) Sangar, (156) Sanjogi, (157) Sapera, Nath, (158) Sarania, (159) Saroda, (160) Sarvade, (161) Shikari, (162) Shilawat, (163) Shimpi, (164) Singiwala, (165) Sonar, (166) Suppling (167) Sutar, (168) Sutharia (From Sind), (169) Swakul Sali, (170) Talwar Kanade, (171) Tambat, (172) Tandel, (173) Targala, (174) Teli, (175) Thakar, (176) Thetwar, (177) Thogti, (178) Thorai, (179) Vaiti, (180) Varjar, Vanjara Vanjari, (181) Wadhari (Sutar), (182) Wadi, (183) Wansfoda, (184) Warthi, (185) Yerkula, (186) Raghavi, (187) Bhandari.

NOTIFICATION

TABLE

Purpose	Extent of concession granted	Rules or orders under which concession is granted
1	2	3
(1) Schools and Colleges.	(i) Revenue free grants outside limits of Municipal Corporations. (ii) Within limits of Municipal Corporations on payment of occupancy price equal to 25% of the market value of the lands as on 1.2.1976 to be	(i) Rules 5 and 6 of the M.L.R. (Disposal of Government Lands) rules, 1971. (ii) Government Resolution Revenue and Forest Department No. L.R.F. 1082, 1496/3700-H.6, dated 11.5.184.

determined by the
Town Planning and
Valuation
Department OR

- (2)Dispensaries On annual lease rent for a period of 30 years at 8% of 25% of M.V.of the land as on 1.2.1976 to be determined by the Town Planning and Valuation Department.
- (3) Other Public Works
- (4) Hospitals & Hospital-cum-Medical Colleges.
- (5) Playgrounds or other recreational purposes to educational institutions or local authorities or gymnasiums recognised by Government.
- (i) Revenue free grants outside limits of Municipal Corporation.
- (ii) Within limits of Municipal Corporations on a nominal lease rent of Rs. 1/- per annum for a period of 99 years.
- (i) On a nominal lease rent of Re. 1/- a year for a period of 15 year outside limits of Municipal Corporations.
- (ii) Within the limits of Municipal Corporation on annual lease rent at 8% of 10% of the m.V. of the land as on 1.2.76 to be determined by the Town Planning & Valuation Department for
- (i) Rules 5 & 6 ibid.
- (ii) Pra 8 of Government Circular No. L.R.F. 1083/- 71134/CR. 3478-G. 6, dted 8.2.1983.
- (i) Rule 7 ibid.
- (ii) Government Resolution, Revenue and Forest Department No LRF. 1083/1496/3700-G.6, dated 11.5.1984.

period of 15 years.

- (6) Co-operative Housing Societies * As per appended statement 'A' Rules 27 ibid read with orders contained in Government Resolution Revenue and Forests Department No LCS. 1083/1882/CR. 222-G.4, dated 12.5.1983.
- (7) Co-operative Institutions (excluding Co-operative Housing Societies and Co-operative Central Banks) for construction of office buildings, godowns factories, for processing agricultural produce On payment of occupancy price equal to 40% of the present market value of the land. Rules 32 ibid.
- (8) Building sites to persons belonging to Nomadic Tribes, Vimukta Jatis, B.C. persons and landless agricultural labourers according to scheme prepared by Government. Free of occupancy price Rule 29 ibid.
- (9) Plots new village site in lieu of old site. Free of occupancy price where the plot allotted in new site is equal to area of the area surrendered by the grantee. Rule 30 ibid.
- (10) The Backward Class Co-operative Free of occupancy price. Government Resolution, Urban Development and

Housing Society
(old PWD Scheme
PWR-219)

Public Health Department
No BCH. 1073/17868, dated
21.2.1974.

(11) Grant of land Free of cost and Rules 45 ibid.
encroached upon in assessment
non-urban areas by
B.C. persons for
housing.

Revenue and Forests Department, Resolution No. LRF.
3482/35318/CR. 3276-G-6, dated 1st June, 1984.

Government Resolution

When ineligible encroachments on gairan are accordingly removed and it has been determined that the land needs to be resumed to Government that land after its resumption should be quickly disposed for the purpose of cultivation in accordance with the Maharashtra Land Revenue (Disposal of Government Land) Rules.

Revenue and Forests Department, Government Circular No. LEN
1087/2778-GI, 29 February, 1980.