

**बिहार सरकार**  
**राजस्व एवं भूमि सुधार विभाग**

ई-मेल  
डाक

प्रेषक,

डॉ० सी० अशोकवर्धन,  
प्रधान सचिव

सेवा में,

सभी समाहर्ता, बिहार।

पटना-15, दिनांक- /09/2012

**विषय:-** बिहार खास महाल नीति, 2011 के आलोक में लीज प्रपत्र उपलब्ध कराने के सम्बन्ध में।

महाशय,

उपर्युक्त विषय की ओर आपका ध्यान आकृष्ट करते हुए कहना है कि बिहार खास महाल नीति, 2011 विभागीय संकल्प संख्या-441 (6)/रा0, दिनांक-07.04.2011 द्वारा आपको भेजा जा चुका है तथा यह सरकारी वेब-साईट <http://egazette.bih.nic.in> पर उपलब्ध है। बिहार खास महाल नीति, 2011 के नियम-22 के आलोक में दिनांक-07.04.2011 एवं उसके बाद होने वाले सभी लीज इकरारनामा को संशोधित प्रपत्र में ही कराया जाना है। तदनुसार लीजधारियों के साथ किए जाने वाले लीज इकरारनामा से सम्बन्धित General Form of Lease for Town Khasmahal के प्रपत्र में अपेक्षित संशोधन का प्रस्ताव सरकार के विचाराधीन था। सरकार द्वारा विचारोपरान्त General Form of Lease for Town Khasmahal में अपेक्षित संशोधन कर दिया गया है। यथा-संशोधित लीज प्रपत्र संलग्न कर भेजा जा रहा है।

अतः अनुरोध है कि संलग्न संशोधित लीज प्रपत्र में ही खास महाल/सरकारी भूमि से सम्बन्धित सभी लीज इकरारनामा निष्पादित किया जाय।

**अनु०:-** यथोक्त।

विश्वासभाजन,

ह०/-

(सी० अशोकवर्धन)  
प्रधान सचिव

ई-मेल  
डाक

ज्ञापांक-6/खा0 म0 पटना (नीति)-03/2011-

(6)/रा0, पटना-15, दिनांक- /09/2012

प्रतिलिपि-सभी प्रमंडलीय आयुक्त, बिहार को संशोधित लीज प्रपत्र की प्रति के साथ सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।

ह०/-

(सी० अशोकवर्धन)  
प्रधान सचिव

ह०/-

ज्ञापांक-6/खा0 म0 पटना (नीति)-03/2011-

(6)/रा0, पटना-15, दिनांक- /09/2012

प्रतिलिपि-सभी विभाग/विभागाध्यक्ष को संशोधित लीज प्रपत्र की प्रति के साथ सूचनार्थ प्रेषित।

ह०/-

(सी० अशोकवर्धन)  
प्रधान सचिव

ह०/-

ज्ञापांक-6/खा0 म0 पटना (नीति)-03/2011-

(6)/रा0, पटना-15, दिनांक- /09/2012

प्रतिलिपि-माननीय मंत्री, राजस्व एवं भूमि सुधार विभाग, बिहार के आप्त सचिव को संशोधित लीज प्रपत्र की प्रति के साथ सूचनार्थ प्रेषित।

ह०/-

(सी० अशोकवर्धन)  
प्रधान सचिव

ह०/-

ज्ञापांक-6/खा0 म0 पटना (नीति)-03/2011-893

(6)/रा0, पटना-15, दिनांक- 11 /09/2012

प्रतिलिपि-आई. टी. प्रबंधक, राजस्व एवं भूमि सुधार विभाग को संशोधित लीज प्रपत्र की प्रति के साथ विभागीय वेब-साईट पर प्रकाशनार्थ प्रेषित।

(सी० अशोकवर्धन)  
प्रधान सचिव

(सी० अशोकवर्धन)  
प्रधान सचिव

## General form of Lease for Town Khasmahals

This Indenture made the            day of            between the Governor of Bihar (hereinafter called the lessor which expression shall, where the context so admits or implies, include his successors in office and assigns) of the one part and B..... son of .....(hereinafter called the lessee which expression shall, where the context so admits or implies include his heirs, executors, administrators, representatives and assigns) of the other part.

Whereas the lessee has applied for permission to occupy for the purposes \* (Here state succinctly the object of the tenancy, the lands and premises specified in the first part of the Schedule hereunder written) and has paid a sum of Rs. .... as salami and whereas the said application has received the sanction of .....

Now this Indenture witnesseth that the lessor doth hereby demise unto the lessee all the lands and premises as specified in Part I of the Schedule with their appurtenances, to hold the same unto the lessee from the ..... day of ..... for the term of ..... years yielding and paying therefore, a clear yearly rent of Rs. .... and the lessee hereby covenants with the lessor that he will perform and observe the terms and conditions set forth in the second part of the said Schedule.

In witness whereof the said parties have hereunto set their hands and seal on the day and year first above written.

Signed by-  
Collector  
for and on behalf of the  
Governor of Bihar,  
in the presence of

Signed by-  
Lessee  
in the presence of

**The Schedule, above referred to**  
**Part-I - Specification of the holding with the trees thereon.**

Name of block.

Number of plot.

Situation of plot.

Boundaries of plot.

Area of plot.

Amount of rent assessed.

Number of trees of each kind.

**Part II - Terms and Conditions**

1. The lessee shall pay to the Collector the said rent of Rs.  
..... Without any deduction in the  
following installments :-

(Note. - When the total rent is below Rs. 5 it should be paid in one installment on or before the 15<sup>th</sup> January.)

2. Except with the previous sanction of the Collector in writing and on payment of a fee as fixed by the Divisional Commissioner, the lessee shall not transfer, assign, sublet or part with the possession of the said demised land and premises or any part thereof.

(Note 1.- In the case of succession by inheritance no fee as aforesaid shall be payable, the person succeeding shall apply forthwith to the Collector, for mutation of names and such application shall bear the court-fee stamp prescribed by law.)

3. The lessee shall not cut down or in any way injure the trees standing on the said demised premises at the date of lease without the previous permission in writing of the Collector.

4. The lessee shall make no excavation on the said demised premises other than as may be sanctioned by the Collector and shall not in any way diminish or in any other way injure, or make any permanent alteration upon, his holding without the written consent of the Collector.

5. The lessee shall keep intact and well defined the boundaries of the said premises and shall from time to time when required by the Collector point these out to any officer or person duly authorised by him in writing to inspect them.

6. In the event of the lessee failing to pay any installment of rent on or before the date (s) herein fixed for such payment (s) such arrears shall without prejudice to any other right or remedy of the lessor carry interest at the rate of 10 per cent per annum from the date on which the same become payable until payment.

7. The lessee shall not erect any building or make any addition to or any alteration in, or demolish or remove any building now or hereafter to be erected on the demised premises without the previous consent of the Collector in writing. The building shall be constructed in accordance with specification and plans to be approved beforehand by the Collector and also by the statutory authority authorised by law to sanction the plan. On breach of this condition the lessor may without prejudice to any

other right or remedy require the lessee on one month's notice in writing to demolish any such building or addition and restore the altered premises to their former condition and the lessee shall not be entitled to any compensation whatsoever in respect thereof.

8. The lessee shall maintain all buildings whether standing on the demised premises at the time of the execution of the lease or erected during the currency of the lease in proper repair.

9. The lessee shall not without the prior sanction of the Collector in writing and on payment of a fee as fixed by the Divisional Commissioner conduct or permit to be conducted on the land any trade or business whatsoever or use the land or permit the same to be used for any purpose other than that of a private dwelling house.

or

The lessee shall not without the previous sanction of the Collector in writing and on payment of a fee as fixed by the Divisional Commissioner, make any addition to or any alteration in any building now or hereafter to be erected on the demised premises to be used for commercial purposes, to significantly enhance its commercial capacity.

(Note: Either of these should be used as per the purpose of the lease.)

10. The Collector may cancel the lease, if the buildings are not completed within 12 months of the date on which it was executed or within such further time, if any, as the Collector may allow. On such cancellation the Collector may by notice in writing require the ex-lessee to remove within a reasonable time any buildings which may have been commenced and not completed or the materials which may have been collected on the land, and if he fails to comply with such notice the Collector after giving a further

notice in writing specifying a time not less than one month from the date of service of the notice within which such buildings or materials shall be removed, may cause such removal to be effected and recover the cost from him.

11. If the lessor at any time before the expiration of this lease is desirous for any public purpose of resuming possession of the said demised premise or any part thereof, and shall under the hand of the Collector serve notice of such desire on the lessee and shall tender him compensation for any building or other improvement which he may have erected or made with the written consent of the Collector or for any deterioration in the value of his holding caused by severance or for such other loss as the Collector may seem equitable the lessee shall within three months from the date of receipt of the notice aforesaid vacate the said demised premises or such part thereof as is specified in the said notice.

In case of disagreement as to the amount of the compensation aforesaid the matter shall be referred to the Commissioner whose decision shall be final.

12. The lessee shall pay all municipal and other local rates and taxes that may for the time being be assessed or charged upon the holding or the buildings erected thereon.

13. On breach or non-observance of any of the terms or conditions aforesaid the Collector may re-enter upon the said demised premises and may determine this lease :

Provided that in case of such re-entry and determination except on breach of the conditions in clauses 2, 7 and 9, the lessee shall be entitled to compensation for standing crops and trees planted by him and for all the buildings erected and other improvements

made by him with the consent of the Collector the amount of such compensation to be fixed by the Collector whose decision shall be final and conclusive.

14. In the event of any breach or infringement of any of the conditions aforesaid the lessee shall, in addition and without prejudice to any other remedy of the lessor, be liable to a fine by way of liquidated damages a sum not exceeding Rs. 250 [to be imposed by the Collector].

15. If three months prior to expiration of the said term the lessee shall notify the Collector that he is desirous of taking a new lease of the said premises and shall have duly observed and performed all the terms and conditions of this lease he shall on the expiry of the term of this lease be entitled to an unlimited option of renewal of the lease of the said premises at an interval of every 30 years on the express condition the Government shall have the full right to increase the rate of rent and take salami as per existing rules at every renewals but otherwise on the said terms and conditions and subject to the same covenants and agreements, including this covenant for renewal as are contained in this lease. In the event of the lessee not taking a new lease as aforesaid on the expiry of the period of 30 years, the lessee shall not be entitled to any compensation for any buildings, structures or improvements erected or made by him upon the said premises, nor shall be entitled to dismantle or remove any such buildings or structures and the Collector may re-enter on the said premises and take possession of the lands buildings and structures which shall thereupon vest absolutely in the lessor. But if the lessee wants the lease to be renewed it would be renewed provided of course

he had fulfilled the terms and conditions of the lease and was prepared to pay if so desired by Government higher rent and salami specified above.

If, however, Government wants to resume the land under clause for the lease, they would have to pay compensation to the lessee as provided for under the clause.

Note.- Salami at the time of renewal should be paid in maximum two installments.