

(16) (7) (52)
(11)

No. FLD. 2088/28-73,
Revenue & Forests Department,
Maharashtra, Bombay-22.

February 1980.

To

The General Manager,
Central Railway, V.L.,
Bombay-1.

Subject:- Forest land : Satara
Mahabaleshwar- Survey No. 223
Malcompath- Lease of- to the Central
Railway for Holiday Home.

with reference to the correspondence resting with the
letter No. 4.132-P 648/RH, dated 29.2.1978 from the Chief
Engineer, Central Railway, Bombay, on the above subject.
I am directed to state as under :-

(i) the lease of the land out of the forest survey
No. 223 Malcompath in Mahabaleshwar is subject to the condition
(inter alia) other conditions which will be included in the
agreement with the Central Railway in respect of the lease
that the effluent from the Holiday Home should be treated
by the Central Railway, so as to bring it to a safe level
and is not allowed to flow in the catchment area of the
Venna Lake but is diverted in other valley;

(ii) the aforesaid condition would be inserted in the
agreement to be made with the Central Railway. (You are,
therefore, requested to see that the condition is complied
with by the Central Railway, immediately);

(iii) Government has decided that the lease period in
respect of the said land may be fixed at ten years initially,
with an option to the Central Railway to get it renewed for
two similar consecutive terms, on such terms and conditions
as Government may deem fit at the time of each of the two
renewals provided that the Railway does not make breach of
any of the terms and conditions of the lease, at any time; and

(iv) It has been finally decided that the annual rent
for lease of the forest land in question shall be fixed at
8% of the full market value of the land. (The Chief Conservator
of Forests, Pune has been directed to fix the exact amount of
the annual rent in question and to communicate it to you.
You are requested to pay the arrears of the rent immediately
after knowing the exact amount of the rent.)

Yours faithfully,

(C.K. CHIDHAYU.)

Under Secretary to the Government of
Maharashtra, Revenue and Forests Department.

P.T.O...

61 A

Copies to:-

The Chief Conservator of Forests, Maharashtra State, Pune,

The Conservator of Forests, Kolhapur Circle, Kolhapur,

The Divisional Forest Officer, Satara (in continuation of Govt. letter of even number, dated 17.10.1979).

The Social Welfare, Cultural Affairs, Sports and Tourism Department (with reference to its file No. 3471 (1647)/XX).

2. The Chief Conservator of Forests is informed that the draft of the lease agreement submitted to Government should be modified as per the stipulations mentioned in the above Government letter. The Chief Conservator of Forests is requested to fix the exact amount of the annual lease rent to be charged to the Central Railway in this case, after obtaining necessary details and to communicate it to the Railway. The Chief Conservator of Forests is also requested to see that-

i) the necessary agreement is executed by the Divisional Forest Officer, Satara with the Central Railway authorities concerned within a month; and

ii) the arrears of the lease rent from the date of taking possession of the forest land in question are recovered from the Railway within a period of three months.

Kand
Take action

Under Secretary to the Government of
Maharashtra, Revenue & Forests Department.

Authenticity: Official Paper No. FLD/2078/38
2078/38
2078/38

T. P. No. 40,000-11 (3) B.A. (8) 118
G. R. D. No. 1500/13 of 1.1.10 and
G. R. A. and P. D. No. 148/1472 of 11.1.10

(9) Standard Agreement Form for the Lease of Forest Land for temporary habitation, storage of timber, constructing huts, etc.

AN AGREEMENT made this 22nd day of JANUARY 1985, between Government of Maharashtra - Divisional Forest Officer, Sahasra & The General Manager, Central Railway - Pune

hereinafter styled "the Lessee" of the one part and the Governor of Maharashtra hereinafter styled the "Governor" of the other part.

WHEREAS an application has been made by the Lessee for the temporary occupancy by him of certain forest land for the purpose of construction of Railway Holiday Home and afforestation - 2 Acres for construction of Railway Holiday Home and 3 Acres for afforestation.

and the said application has been granted upon the terms hereinafter expressed, and as part of such terms the sum of Rs.

the Divisional Forest Officer of Forest Officer, in Government promissory notes (or in the currency notes in cash partly in notes and partly in cash, as the case may be) as security for the due performance by the Lessee of conditions hereinafter expressed;

AND WHEREAS by a rule under section 76, clause (d), of the Indian Forest Act, 1927, hereinafter called "the said Act" whoever enters into any contract with any Forest Officer acting on behalf of Government shall, if so required by such Forest Officer, bind himself by a written instrument to perform such contract;

NOW THESE PRESENTS WITNESS that in pursuance of the said application and in consideration of the conditions and covenant hereinafter contained and on the part of the Lessee to be respectively performed and observed, the Governor does hereby lease to the Lessee, free of any occupancy price for the term of the land specified in schedule hereto annexed for the purpose of,

2 Acres for construction of Railway Holiday Home -
3 Acres for Afforestation -

for the term of 10 years (Ten years) commencing on the 3rd day of APRIL 1978 and expiring on the 2nd day of APRIL 1988

(the case may be) subject to all the conditions, restrictions and stipulations hereinafter contained:

AND in consideration of the privileges secured to him as aforesaid and in compliance with the said rule the Lessee does bind himself to perform every duty and not expressed in the conditions hereinafter contained as to be performed by him and does covenant with the Governor that he, the Lessee, and each of his servants and agents will abstain from every act expressed in the conditions hereinafter contained as to be abstained from and the Lessee does hereby agree in case of any act or omission on the part of the contractor, his servants and agents which in the opinion of the Divisional Forest Officer amounts to breach of any of the said conditions to pay to Government through the Divisional Forest Officer on demand made in such behalf by him, the amount of penalty as will be determined by the Divisional Forest Officer not exceeding Rs. 1000/- and that the said sum of penalty not exceeding one hundred rupees for each breach will be recoverable from him as an arrear of Land Revenue.

CONDITIONS are as follows, namely:-
The Lessee shall perform the following duties and acts, that is to say:-

(a) The Lessee shall on or before the 1st day of APRIL in every year commencing with the current day of

pay as rent the sum of rupees @ 8% of the full market value of the land (Rs.) to the Range Forest Officer

or other person duly authorized in writing by the Divisional Forest Officer to receive the same; and

(b) he or where there is more than one Lessee some one of them on behalf of them all or the duly authorized agent holding power of attorney from the contractor or all such contractors if more than one shall, before signing this agreement, proceed with the Range Forest Officer to inspect the boundaries of the land as demarcated on the ground by special or other marks, and shall satisfy himself that boundaries are defined clearly and satisfactorily upon the ground by the special or other marks, and shall give the Divisional Forest Officer a written certificate that he is so satisfied and further shall sign:-

(c) The map of the land attached to this agreement, in acknowledgment that it delineates correctly the land as demarcated upon the ground.

1-10 (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100)

Divisional Forest Officer
Sahasra

वरिष्ठ मंडल अभियंता (समन्वयन)
SR DIVISIONAL ENGINEER (CO),
मध्य रेल, पुणे.
CENTRAL RAILWAY PUNE

Divisional Forest Officer
Sahasra

True copy

(c) he shall protect from fire and other damage by man or beast the land as well as the growing crops and forest produce thereon and shall be responsible for all damage and loss thereto and therefrom from whatsoever cause arising;

(d) he shall prevent any fire from spreading from the land into the neighbouring Government forest;

(e) he shall assist in extinguishing any fire occurring in the neighbouring Government forest, at any forest offence and, when there is reason to believe that any such offence has been committed in the forest, in discovering and arresting the offender;

(f) he shall repair and keep in good order all special or other marks defining the boundaries of the land;

(g) he shall pay all such expenses as the Divisional Forest Officer may determine to be necessary for or to have been incurred in execution of any work to be done, which by the conditions hereinbefore contained he has bound himself to perform and which on requisition made by the Divisional Forest Officer, he has failed or omitted within the time specified in such requisition to perform;

(h) he shall before relinquishing the occupancy of the land given one month's notice in writing to the Divisional Forest Officer of his intention to terminate the lease. Non-compliance with any of the aforesaid conditions in this agreement shall be deemed to be distinct and separate breach for the purpose of the penalty clause and the question whether any breach of any of the said conditions has been committed and liability of the contractor therefore shall be determined by the Divisional Forest Officer.

(i) The Lessee, his servants and agents shall abstain from the following acts, that is to say—
(a) from subletting or assigning this land or any portion thereof or interest therein to any person whatsoever without the previous permission in writing from the Divisional Forest Officer;

(b) from using the land for any except the following purposes, viz—

- (i) grazing his own cattle;
- (ii) cutting and utilizing the logs;
- (iii) stacking and applying the manure for his own use the leaves of trees of unreserved kinds; and
- (iv) taking the fruit of any of the wing species, viz—

v) Construction of Railway Holiday Home (2 Acres) & for Afforestation 3 Acres.

or any other purpose which the Divisional Forest Officer may from time to time on the application of the Lessee allow by order in writing.

(c) from claiming any right to or exercising any right over, any trees or any forest produce except as provided in sub-clause (b) above;

(d) from keeping the occupancy of the land six months after the receipt of the notice by him from the Divisional Forest Officer to vacate;

(e) from attempting to alter any boundary marks put up by the Divisional Forest Officer to demarcate the land;

(f) from building any permanent structure on the land. He may erect temporary shelters for him or his workmen after obtaining the written permission of the Divisional Forest Officer.

Non-compliance with any of the aforesaid conditions in this agreement shall be deemed to be distinct and separate breach for the purpose of the penalty clause and the question whether any breach of the said conditions has been committed and liability of the contractor therefore shall be determined by the Divisional Forest Officer;

(g) Read additions as per Slip 5

(h) Read additions as per Slip 6

III. And the Lessee further in addition to the conditions hereinbefore contained on breach of any of which the sum of Rs. _____ is to be paid, agrees to the following conditions that is to say—

(a) no person other than the Lessee, except as is provided in the next following clause, can or shall have any part, share or interest whatsoever in this lease;

(b) in the event of the whole or any portion of the land being sublet with the written permission of the Divisional Forest Officer, the Lessee shall be responsible for the acts and omissions of the sub-Lessee and their servants as if they were the servants of the Lessee.

* On this clause if the Lessee is to be allowed to terminate the lease at one month's notice.

Divisional Forest Officer
Satara

(c) he shall not demand any compensation for any improvement which he may make on the land or for any building erected by him thereon during the term of his lease nor for any crops or other produce sown, planted or growing on the land when he quits the land; he may, however, remove the materials of any buildings erected by him on the land and reap any crops or produce raised by him standing on the land.

(d) he shall be bound and shall abide by all decisions of the Divisional Forest Officer as to any question which may arise out of or in connection with his agreement or as to the interpretation thereof or any of the terms or conditions thereof.

(e) in the event of the lease being evicted any rent owned by him shall be recoverable from him as if it were an arrear of land revenue.

(f) Read additions as per Slip - 7

(g) Read additions as per Slip - 8

Non compliance with any of the aforesaid conditions in this agreement shall be deemed to be a distinct and separate for the purpose of penalty clause.

And it is hereby further agreed between the parties that in this agreement—

(1) the term "Divisional Forest Officer" shall be deemed to mean the Divisional Forest Officer or a Forest Officer authorized by him in writing to act in the matter of the clause in which the said term is employed;

(2) the term "Governor" shall be deemed to mean the Governor of Maharashtra, his successors and assigns;

(3) the term "the Lessee" shall include each and every person signing this Lease, or in the case of this Lease being entered into by a firm, each and every member of such firm and his or their heirs, executors, administrators, and subject to any condition against sub-letting or assigning the lease, or any portion thereof or any share or interest therein, which may be part of the conditions of this contract his or their assigns both jointly and severally.

IV. If any question arises;

(a) Whether there has been a breach of any of the conditions of this Agreement.

(b) As to the sums to be paid for such breach.

(c) As to the person or persons, liable for such sum such question shall be referred to and be determined by the Divisional Forest Officer in accordance with subject the provisions of section 85 (2) of the Indian Forest Act, 1927.

IN WITNESS WHEREOF the Lessee has hereunto set his hand and by order of and for and on behalf of the Governor of Maharashtra has hereunto set his hand and seal the day and the year first above written.

Signed by S.C. GUPTA
वरिष्ठ मंत्रि सचिव (क-1)
मंत्रि रक्ष, मंत्रि - जी.जी.

SENIOR DIVISIONAL ENGINEER (S.D.)
CENTRAL RAILWAY BOMBAY-V.T.

in the presence of V.S. DESHPANDE
Sub-D.F.O. EGS Satara

Signed by V.K. WALKER
Divisional Forest Officer
Satara

in the presence of R.A. MOTE
Sub-D.F.O.

N.C. GOKHALE
In-charge of Works
City, Bombay V.T.

वरिष्ठ मंत्रि सचिव (क-1)
मंत्रि रक्ष, मंत्रि - जी.जी.
SENIOR DIVISIONAL ENGINEER (S.D.)
CENTRAL RAILWAY BOMBAY-V.T.

Divisional Forest Officer
Satara

527A
(61/D)

SCHEDULES REFERRED TO IN THE ABOVE AGREEMENT

Name of village	Survey No.	Area		
Malcompalli	223	SATES	Cultivated	ARAB
		5	00	0

Description and Boundaries:—

[Signature]
Divisional Forest Officer
Satara

[Signature]
Divisional Forest Officer
Satara

CHAPOR LAND

S.C. GUPTA

वरिष्ठ संस्था इंजीनियर (क.प्र.)
बम्बई रेल, बॉम्बे-वी.टी.

Signed by

SENIOR DIVISIONAL ENGINEER (S.D.)
CENTRAL RAILWAY, BOMBAY-V.T.

In the presence of

V.S. DESHPANDE
Sub-DFO. P.S. Satara

Signed by

V.K. Walke
Divisional Forest Officer
Satara

In the presence of

R.A. MOTE
Sub-D.F.O.

[Signature]
SENIOR DIVISIONAL ENGINEER
CENTRAL RAILWAY, BOMBAY

[Signature]
Divisional Forest Officer
Satara



(H)
C/E
29

Slip No. 1:- Add after clause No. I (.)

Provided always that if the lessee shall at any time make default in one payment of annual rent fixed he shall pay the addition to the rent fixed, such penal rent not exceeding the amount of rent fixed or compound interest at the rate of 10% or may be fixed by the Divisional Forest Officer, in this connection and in the event of his default to pay such fixed rent the same may be recovered from him as an amount of land revenue, and as a defaulter he shall also make him liable to be evicted from the area of this lease.

Slip No. 2:- Add as sub-clause (i) to clause-I.

he shall present himself in the leased plot or in camp of the Divisional Forest Officer, whenever and wherever required to do.

Slip No. 3:- Add as sub-clause (i) to clause I

he shall vacate the plot within 6 months from the receipt of notice to vacate from the lessor during the currency of this agreement if the land is required by Government for the scheme of development of Mahabaleshwar or for any other use of Government purpose.

Slip No. 4:- Add after clause II sub-clause (a)

'For the purpose of this sub-clause a permanent structure shall mean and includes any structure built in the concrete or burnt bricks or stone whether set in and lime or cement mortar'.

Slip No. 5:- Add the following as sub-clause to clause II

- '(i) From allowing any lantern or (Panshi' or any other thorny growth or creepers to growth or to exist on the land.
- (ii) From stacking or burning any loppings near the reserved trees so as to cause damage to them.

Slip No. 6:- Add as sub-clause (g) to Clause-II.

From continuing to remain the possession of the plot after 6 months from the receipt of the notice to vacate the plot received from the lessor in the event of the land being required by Government for the scheme of development of Mahabaleshwar or for any other use of Government purpose.

Slip No. 7:- Add as sub-clause (f) to clause III.

in the event of the receipt of notice issued by the lessor as per clause I sub-clause (g), he agrees to quit the premises within the period that will be specified the notice.

Approved
Divisional Forest Officer
Sd/-

29/11
61/F

Slip No. 8:- Add the clause (g) to clause III

in the Divisional Forest Officer in case of any breach of any of the conditions, herein before, provided in lieu of or in addition to requiring the payment of or recovering any sum payable in consequence of any such breach by notice in writing served on the lessee suspend the operation of this agreement.

(ii) When the operation of this agreement is wholly suspended under sub-clause (i) such suspension shall be in force pending the decision of the Conservator of Forests, in the letter and the lessee shall, during the period of suspension stop all work under this agreement and all rights and claims of the lessee shall be in abeyance until the decision of Conservator of Forests.

(iii) Where the operation of this agreement is suspended partially under sub-clause (i) such suspension shall be in force until the lessee complies with the orders issued by the Divisional Forest Officer in this behalf and the lessee shall during the period of suspension stop the work in respect of which the suspension has been directed and shall not restart the said work until he is permitted to do so in writing by the Divisional Forest Officer.

Slip No. 9:-

Add the following as Clause -IV.

The period of this agreement shall be 10 years from the date of this agreement.

Agal
N. C. GOKHALE
Insp. of Works
C. Ry. Bombay V. I.

In the presence of

1) R. A. MOLE
Sub-DFO

2) V. S. J. CHANDRAN
Sub-DFO, E. C. Salga

Ample
(Signature of Lessee)

Ample
Divisional Forest Officer,
E. C. Salga.

12
G1/4

90

14. An effluent from the Holiday Home should be treated by the Central Railway so as to bring to safe level and is not allowed to flow in the catchment area of the Venna Lake, but is diverted in other vally, as directed by the Executive Engineer, Environmental Engineering Work, Division, Satara. If at any time in future it is observed that the effluent system is not working properly and its sub-surface absorption is not proper arrangement must be made at a short notice of 15 days to pump all effluent on the other side of the ridge falling which permission to occupy Holiday homes will be withdrawn.

[Signature]

N.C. GOKHALE
Insp. of Works

C. Rly. Bombay-V.T.
In the presence of

- 1) R.A. MOTE
Sub. D.F.O.
- 2) V.S. Doshpant
Sub. D.F.O. BGS Satara.

[Signature]

22.1.85

(S.C. Gupta)

(Signature of lessee) Senior Divisional Engineer

(South)

Bombay

बॉम्बे मंडल इंजीनियर (द.प्र.)
बम्बे रेल, बम्बई-वी.टी.

SENIOR DIVISIONAL ENGINEER (S.D.)
CENTRAL RAILWAY BOMBAY-V.T.

[Signature]
Divisional Forest Officer,
Satara.