

Certificate no. 8

(Certificate of Forest Department Violation/No Violation of Forest (Conservation) Act, 1980 –Certificate of Deputy Conservator of Forests)

Certified that, the work for construction of building of Holiday homes and other amenities has been done as per the lease at s. no 223/1 C. no 77 at village Molcom peth but project authority has not applied for extend lease period or not completed the procedure to regularisation of leased land .

It is true that, the Project authority has submitted proposal under FCA guideline in Year2007 but due to lack of fulfilment of query raised this proposal had remain pending . Project Authority has submitted online proposal on FCA portal but it's also remain in draft stage for longer time.

Project authority had paid the lease rent as per agreement up to 2007-08 As the above condition project Authority has done work in Forest Land, before 1980 but do not completed procedure for extend lease period or proposal for regularisation of lease. Hence Violation of Forest (Conservation) Act, 1980 and or its guidelines have been committed.

Place -Satara

Date- / /2022



(M. N. Mohite)

Deputy Conservation of Forests
Forest Division, Satara

Report Regarding Violation

Reports regarding violation of Forest (Conservation) Act, 1980 for the consideration of the committee constituted under the Chair ship of the Chief Secretary vide Govt. Of Maharashtra. Revenue & Forest Department G.R.No.F.L.D.1089/475/Part-2/F10, dated 2nd Dec. 1991.

- 1) **Name of Agency:** - The. Divisional Engineer (HQ) Central Railway, Near R.B. Mill Road ,
Pune. 411 001

Name of Project: - Proposal for diversion of 1.5457 ha forest land for regularisation of lease of Forest land (before 1980) for use of Holiday Homes with . drinking water pipeline ,water tank, electricity , internal road & internal parking & other amenities from survey no 223/1 Com. no 77at village Malcolm Peth , Tal.- Mahabaleshwar Dist.

Satara ,to the Central Railway Pune , under section 2 (ii) of Forest (Conservation) Act 1980.

- 2) **Whether the project is under EGS or Plan;-**

Project is not under EGS or Plan. Project is submitted by Central railway Dept..

- 3) **Location**

(a) S. No: 223/1 Comp. no 77

b) Village :- Malcompeth

c) Taluka :- Mahableshewar.

(d) District ;:- Satara.

- 4) **No & Date of Technical Sanction:** = nil

- 5) **No & Date of Administrative approval:** -Nil

- 6) **Period of work on forest land**

a) **Date of Starting the Work;** - Work complited within period 1978-1980

b) **Date of stopping the Work.** Work complited within period 1978-1980

- 7) **Period of work on non- forest land**

a) **Date of Starting the Work;**- Work complited within period 1978-1980

b) **Date of stopping the Work—** Work complited within period 1978-1980

- 8) **Detail of work done on forest land**

Sr. No	Item	Forest land involved in the item	Extent of work done in violation on Forest land	Amount Sanctioned on the item in Lakhs	Amount spend on violation on the item in Lakhs	Remark
1	2	3	4	5	6	7
1	Construction of Holiday homes on leased forest land sanction by State Govt. for Central Railway Department in year 1978	Leased land area under constction 1.5457 ha.	1.5457 ha. (out of proposed Regularisation of leased land)	Approx 1. Cr in year 1978	Data not available	The work has been one as per sanctuion leased on forest land in year 1978 but after completion of lease perio 1978 to 1988 . the regularisation of lease has not done
2						

9) Details of work -

Item of work= Laying of underground OFC Duct within RoW of road	Qty. In Ha.	Expenditure including M/S + wages.	Period of work Done
a) For forest land	1.5457	Data not available as work done in year 1978 as per lease conituons .	Work complited within period 1978-1980
b) For non-forest land	0	.o	
Total	1.5457	Not available	

10) Name of officer responsible

Name of officer	Designation	Remark
Nil	Nil	Work done as per sanction of lease land for construction of Holiday homes at mahableshtar for Central Railway Dept.

11) Where the violation case files in the criteria's:- No

Specified in G.R. 475/ Part 2/F10 Dt. 21.9.1991

i)) If yes in which Para:- nil

ii)) If not why :- nil

ii)) If not why :- nil

12) Action taken by the agency against the officers' responsible for violation. No Action has been taken of Officer of Project Authority because,

- 1) Work done as per sanction of lease land for construction of Holiday homes at mahableshwar for Central Railway Dept. .
- 2) No new work of construction has been done after completion of lease period. .
- 3) This construction work had done before commencement of FC A1980
- 4) P.A. has tried to complete procedur of regularisation of lease land for construction of holiday homes.

13) Enclosed herewith following document.

- 1) Sanction order for lease by Govt. Of Maharashtra. & Lease Documents .
- 2) Letter of amount deposied as rate of leased forest land up to 2007-2008
- 3) Proposal submitted in 2007 for regularisation of lease forest land

It is certified that the information in foregoing Para's is verified by me and found correct.



(Vikas Kumar)
D. EN(HQ) Pune.
Central Railway , Pune

14) Deputy Conservator of Forests. Forest Division Satara's remarks as to whether.

He is agreeing with the above details.

As per lease agreement area was handed over to railway for the period upto 1988
As per sanctioned lease conditions, the project Authority has been completed construction activity with other amenities for holiday homes, at Malcompeth, Tal.- Mahabaleshwar, Dist. -Satara, but exact date of construction can not be assured by the records available with this office..

The proposal is recommended on following conditions.

- (a) As proposed project is not public utility project, recovery of penal NPV with 5 times for violated area 1.5457 ha. from Project Authority. (guideline part A para 1.21 (ii- a)
- (b) Project Authority should give reservation pre-emptively 2% to Forest Department as & when required .



(M.N. Mohite)

Deputy Conservator of Forests
Satara Forest Division, Satara

15) Remarks of Chief Conservator of Forests (T) Forest Circle Kolhapur.

Chief Conservator of Forest (T) Kolhapur

16) Remarks of Principal Chief Conservator of Forests M.S. Nagpur. -

Chronology Event of Railway Holiday Home at Malcompeth, Tal. Mahabaleshwar, Dist.Satara

Date	Details
18/02/1978	Under Secretary, Ministry of Revenue and Forests, Ministry, Mumbai vide letter dated 18/02/1978 to General Manager, St. Railway, 5 acre area at Mahabalevar (Malkampeth) (2 acre holiday home and 3 afforestation) dated 03/04/1978 to 02/04/1988 The last 10 year leases were given by the Railway Department of the year. (Photocopy Lease Agreement - Form-1)
17/08/1988	The project management wrote a letter to the government on 14/08/1988 asking for extension of the lease after the expiry of the lease period.
21/09/1988	Executive officer, Revenue and Forest Department, Ministry. According to the letter dated 21/9/1988, possession of the area was transferred to the Forest Department, Forest (Conservation) Act, 1980. Also, the lease has not been increased.
04/03/1998	The proposal was submitted by the project Authority under the Forest (Conservation) Act, 1980. Due to an error in the proposal submitted, the proposal was returned to the project Authority for Compliance the quirees.
20/03/1998	Range Forest Officer, Mahabaleshwar had taken possession of the building of Railway Holiday Home by giving a notice to the Railway Department.
04/05/1998	Then the Chief Conservator of Forests, State Maharashtra Nagpur According to the letter dated 04/05/1998, the possession of the Railway Holiday Home was handed over to the Railway Department on the condition that the proposal be completed and approved under the Forest (Conservation) Act, 1980.
November 1998	0.808 ha. in November 1998 by the Railway Department. An amended proposal was submitted under the Forest (Conservation) Act, 1980. The proposal was submitted to the Forest Conservator (Pvt.) Kolhapur by letter dated 19/11/1998. The proposal was returned due to an error.
13/07/2007	From 1987-88 to the end of 2007, the process of submitting the proposal under Forest (Conservation) Act, 1980 was started by depositing the amount of rent lease amount 201600 / -.
24/08/2007	The project agency re-inspected and surveyed the area and revised Proposal of 1.5356 ha. under the Forest (Conservation) Act, 1980. This office letter dated 11/9/2007 submitted to the office of Conservator of Forests, Kolhapur. The proposal was made by Chief Conservator of Forests and Central Officer, State Maharashtra Nagpur presented.

05/11/2007	Chief Conservator of Forests and Central Officer State Maharashtra Nagpur Informed that there was queries in the proposal submitted in the letter dated 05/11/2007. Accordingly, the project Authority (Railway Department) was informed to these errors. The report was not submitted by the project Authority.
-	The area was also taken over by the Forest Department in 2005 for some time and handed over to railway department and 2007.
2007 To 2019	In the meantime the conditions were to be met by the project Authority. Frequent correspondence as well as reminders were sent to the project Authority to compliance to queries. However, due to non-submission of condition report by the project Authority, a letter was sent to the project authority from time to time regarding handing over of the area to the forest department.
07/12/2019	The letter informed about the transfer of possession of the area to the forest department and also about the submission of amended proposal under the Forest (Conservation) Act, 1980.
17/07/2020	Without giving the forest area in the possession of the forest department, the project management had then submitted a proposal regarding extension of lease dated 17/07/2020.
28/08/2020	According to the letter dated 28/08/2020 of this office, under the Forest (Conservation) Act 1980, it was informed to submit the complete proposal by making the amended proposal online, and also to hand over the area to the Forest Department.
25/08/2020	The Project Authority had submitted a proposal under the Forest (Conservation) Act, 1980 to this office by letter dated 25/08/2020 (received to this office on 09/09/2020).
16/09/2020	The proposal submitted by the project agency in its letter dated 16/09/2020 was submitted in full Xerox copy and the proposal was returned with instructions to submit the original proposal signed by the then officer. Also, as the lease of the area was terminated, the project department was informed about first handing over the area to the forest department and then submitting the proposal.
27/07/2020 24/08/2021, 16/11/2021	Range Forest Officer, Mahabaleshwar has reminded the project Authority about handing over the area to the Forest Department.
-	Letter from the Divisional Office for the period 2019-20 - dated 05/08/2019, 07/12/2019, 01/07/2020, 23/07/2020, 28/08/2020, 16/09/2020.
03/02/2022	1.5457 ha. without taking possession of the area by the project machinery. The proposal was submitted to this office under the Forest (Conservation) Act, 1980.

15/02/2022	The proposal has been returned to the project Authority as on 15/02/2022 of this office. Also in the proposal certificate no. 3. Information about deforestation and non-approval of High Level Monitoring Committee. It was also informed that the first possession of the area would be given to the forest department.
02/04/2022	Assistant Conservator of Forests (Afforestation) Mahabaleshwar at Satara has also instructed the Range Forest Officer Mahabaleshwar to take possession of the area.
18/04/2022	Range Forest Officer, Mahabaleshwar has taken possession of the area on 18/04/2022 and sealed the area.
19/04/2022	15/02/2022 As reported, Project Management has been present in the hall of Deputy Forest Conservator (T.) Satara with the quires correction and the proposal has been submitted. (Accompanied - Photocopy of Completion Report. Form - 2)
21/04/2022	Deputy Forest Conservator (T.) Satara inspected the area.



Dy. Conservator of Forest
Division, Satara

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No. FLD. 2022/22-72,
Revenue & Forests Department,
Maharashtra, Bombay-22.

22 February 1980.

To

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

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

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With reference to the correspondence resting with the
letter No. W. 182-P 648/HH, 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. SHINDE)

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

p.t.o...

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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-

1) 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
10/11/79

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

Vikas Kumar
(Vikas Kumar)
D.E.H.O.
Central Railway
Pune

Authority: Govt R&FD Bombay's No FLD/2078/38-F-3 dt 18-2-1985
Govt R&FD Bombay's No FLD/2078/38-F-3 dt 22-2-1985

T. P. No. 40,000-11-55-BAB-1 (B) 413
G. S. R. D. No. 1300/10 of 1-3-40 and
G. S. R. D. No. 127-10672 of 11-4-57]

Per. 253 a

(G) Standard Agreement Form for the Lease of Forest Land for temporary cultivation, storing
timber, constructing huts, etc.

AN AGREEMENT made this 22nd day of JANUARY
in the year 1985, between Government of Maharashtra - Divisional
Forest Officer, Satara & The General Manager, Central Railway - Bombay.

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
and afforestation - 2 Acres for construction of Railway Holiday Home
3 Acres for afforestation.

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 Govern-
ment 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 per-
formed and observed, the Governor does hereby lease to the Lessee, free of any occupancy price for the term
all 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) year(s) commencing on the 3rd
day of APRIL 1978 19 and expiring on the 2nd

day of APRIL 1988 19 (or until the land is required by the Forest Department, as
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 act 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 con-
tractor, 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 exceed-
ing one hundred rupees and that the said sum of penalty not exceeding one hundred rupees for each breach
will in accordance with section 87 of the said Act be recoverable from him as an arrear of Land Revenue.

THE SAID CONDITIONS are as follows, namely:-

1. The Lessee shall perform the following duties and acts, that is to say:-
shall on or before the 1st APRIL

in every year commencing with the current
day of APRIL 1988 19, to the Range Forest Officer
(Rs. 8% of the full market value of the land)

or other person duly authorized in writing by the Divisional Forest Officer to receive the same; and the Lessee shall
the land (Rs. 8% of the full market value of the land)

(b) he or where there is more than one Lessee, one of them on behalf of them all or the duly as per
authorised 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 sufficiently 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-

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

to omit these words, if no such security bond is taken.

Divisional Forest Officer
Satara.

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

Divisional Forest Officer
Satara.

True copy

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(4) 61/C

- (c) he shall protect from fire and other damage by tree or insect the land as well as the reserved trees 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;
- (f) he shall also assist in preventing the commission in the neighbouring Government forest, of any forest offence and, when there is reason to believe that any such offence has been committed in that forest, in discovering and arresting the offender;
- (g) he shall repair and keep in good order all special or other marks defining the boundaries of the land;

(h) 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 hereinafore 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;

(i) 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.

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 grass,
- (iii) stacking and appropriating the manure for his own use the leaves of trees of unreserved kinds, and
- (iv) taking the fruit of trees of all wing species, viz:—

v) Construction of Railway Holiday Home (2 Acres) & for Afforestation 2.13.3 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 quit;
- (e) from attempting or causing to be altered 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 hereinafore contained on breach of any one 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 not allowed to terminate the lease at one month's notice.

Signature
Divisional Forest Officer
Sd/-

(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 occupancy or 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 default 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 any 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 मंडल इंजीनियर (म.प्र.)
बम्बे रेल, बम्बई - मी.प्र.

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

in the presence of

V. S. DESH PANDE
Sub-D.F.O. EGS Satara

Signed by W. J. C. WALKER
Divisional Forest Officer
Satara

वरिष्ठ मंडल इंजीनियर (म.प्र.)
बम्बे रेल, बम्बई - मी.प्र.
SENIOR DIVISIONAL ENGINEER (S.E.)
CENTRAL RAILWAY BOMBAY-V.T.

in the presence of

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

N. C. GOKHALE
Insp. of Works
C. E. G. Bombay-V.T.

Divisional Forest Officer
Satara

22/11
(61/D)

SCHEDULE REFERRED TO IN THE ABOVE AGREEMENT

Name of village	Survey No.	Area		
		Aores	Gantlae	inches
Malampeth	223	5-	00	0

Description and Boundaries:—

[Signature]
Divisional Forest Officer
Satara.

[Signature]
Divisional Forest Officer
Satara.

GRAB ON LAND

S.C. GUPTA

परिणत मंडल इंजीनियर (ब.प्र.)
बम्बई रेल, बम्बई-वी.टी.

Signed by

SENIOR DIVISIONAL ENGINEER (B.R.)
CENTRAL RAILWAY, BOMBAY-V.T.

In the presence of

[Signature]
V.S. DESHPANDE
Sub-DFO. P.G.S. Satara

Signed by

V.K. Walke
Divisional Forest Officer
Satara.

In the presence of

R.A. MOTE
Sub-D.F.O. *[Signature]*

[Signature]
SENIOR DIVISIONAL ENGINEER
CENTRAL RAILWAY, BOMBAY

[Signature]
Divisional Forest Officer
Satara.



CONDITIONS TO STANDARD AGREEMENT NO. 9

(12)
(G/E)
(89)

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% as may be fixed by the Divisional Forest Officer, Satara in this connection and in the event of his default to pay such fixed rent and penal rent the same may be recovered from him as an amount of land revenue. 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 purposes.

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 lantana or (Panshi) or any other thorny growth or creepers to grow 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.

[Signature]
Divisional Forest Officer
Satara.

89/A
61/F

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

(i) The Divisional Forest Officer in case of any breach of any of the conditions, herein before, contain any in lieu of or in addition to requiring the payment of or recovering any sum payable in the case 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 as is suspended wholly 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 pending 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.

Agadale
N.C. GOKHALE
Insp. of Works
C. Ry. Bombay V.T.

In the presence of

1) R.A. MOTTE *Motte*
Sub-DFO.

2) V.S. DESHPANDE *Deshpande*
Sub-DFO. BGS Salgaon

Ample
(Signature of lessee)

Agadale
Divisional Forest Officer,
BGS.

DATED:-

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 failing which permission to occupy Holiday Home will be withdrawn.

N.C. Gokhale
N.C. GOKHALE
Insp. of Works
C. Ry. Bombay-V.T.
In the presence of

- 1) R.A. MOTE *MOTE*
Sub D.F.O.
- 2) V.S. Doshi *Doshi*
Sub D.F.O. BASS Satara

Sampat 22.1.85
(S.C. Gupta)
(Signature of lessee) Senior Divisional Engineer
(South Bombay)
कार्य नंबर इंचोमिबर (क.पू.)
धन्य रेड, बंदर - बी.टी.
SENIOR DIVISIONAL ENGINEER (S.D.)
CENTRAL RAILWAY BOMBAY-V.T.

Div. Forest Officer
Divisional Forest Officer,
Satara.

Vikas Kumar
(Vikas Kumar)
D.E.H.Q)
Central Railway
Pune

मध्य रेल
Central Railway



कार्यालय मंडल रेल प्रबंधक (कर्म) पुणे

Office of the

Divisional Railway Manager (Works) Pune
Near Hotel Sheraton Grand, R.B. Mill Road, Pune 411 001

ई-मेल: punesrdenco@gmail.com

Ph: (O) +91-020-26059017 (P&T) (Fax)

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No. PA/W/DB/LM/Holiday Home/M'shwar

दिनांक:- 14.03.2019.

**Dy. Conservator of Forests,
Forest Division, Satara
Dist-Satara.**

Sub:- Submission of application to extent lease of Holiday Home at Mahabeleshwar in prescribed format.

Ref:- ADEN/M/PA's Letter no. पुणे-अनु/महाबळेश्वर/ दिनांक-08/09/2018.

In connection with above, it is again informed you that 5 Acres m2 of forest land was allotted to Central Railway for a period of 10 years starting from the year April 1978 for constructing holiday homes for its employees as per the agreement executed with Divisional forest officer, Satara on 22.01.1985 (Copy attached). Accordingly Railway has constructed 4 Suits for officers and 16 Suits for Group 'C' and Group 'D' staffs in year 1982.

As soon as the lease period got over in the year 1988 Railway has consequently applied for extension of lease for a period 35 Years. Meanwhile there are certain changes in the application format which includes a "Dwellers Certificate" to be acquired from Dist Collector, Satara, for that Railway continuously have been chasing with District Collector, Satara.

District Collector, Satara have sought reply from you to issue "Dwellers Certificate" as per there letter no. मह/मश्वर/जमीन/कवि-145/2018 दिनांक- 16/02/2018, 17/04/2018, 05/04/2018, 09/09/201; same is pending from your end.

In the meeting with Railway officials on 29.06.2018, you had advised to submit fresh application for renewal of lease and accordingly a fresh application in the prescribed format has been prepared with all relevant documents and is submitted for further necessary action please

DA- As above

Received On- 9e/3/2019

आवृत्ति लिपिका
महानगर संचालक सातारा

Clerk to Collector, Satara

(Gautam S Musale)
DEN (HQ) Pune
14/03/2019

Copy to - 1. District Collector/Satara- For information and further necessary action Please.
2. ADEN/M/Pune- For information and further necessary action please.

35. Mahabaleshwar

(Vikas Kumar)
DEN (HQ)
Central Railway
Pune



No. PA/W/DB/LM/Holiday Home/M'shwar

दिनांक:- 14.03.2019.

**Dy. Conservator of Forests,
Forest Division, Satara
Dist-Satara.**

Sub:- Submission of application to extent lease of Holiday Home at Mahabeleshwar in prescribed format.

Ref:- ADEN/M/PA's Letter no. पुणे-अनु/महाबळेश्वर/ दिनांक-08/09/2018.

In connection with above, it is again informed you that 5 Acres m2 of forest land was allotted to Central Railway for a period of 10 years starting from the year April 1978 for constructing holiday homes for its employees as per the agreement executed with Divisional forest officer, Satara on 22.01.1985 (Copy attached). Accordingly Railway has constructed 4 Suits for officers and 16 Suits for Group 'C' and Group 'D' staffs in year 1982.

As soon as the lease period got over in the year 1988 Railway has consequently applied for extension of lease for a period 35 Years. Meanwhile there are certain changes in the application format which includes a "Dwellers Certificate" to be acquired from Dist Collector, Satara, for that Railway continuously have been chasing with District Collector, Satara.

District Collector, Satara have sought reply from you to issue "Dwellers Certificate" as per there letter no. मह/मश्वर/जमीन/कवि-145/2018 दिनांक- 16/02/2018, 17/04/2018, 05/04/2018, 09/09/201; same is pending from your end.

In the meeting with Railway officials on 29.06.2018, you had advised to submit fresh application for renewal of lease and accordingly a fresh application in the prescribed format has been prepared with all relevant documents and is submitted for further necessary action please

DA- As above

Received On- 9e/3/2019

आचार्य निपाक

महा वन संरक्षक सातारा

Clerk to Collector, Satara

9e/3/19

(Gautam S Musale)
DEN (HQ) Pune

Copy to - 1. District Collector/Satara- For information and further necessary action Please.

2. ADEN/M/Pune- For information and further necessary action please.

मध्य रेल
Central Railway



कार्यालय मंडल रेल प्रबंधक (कार्य) पुणे

Office of the

Divisional Railway Manager (Works) Pune

Near Hotel Sheraton Grand, R.B. Mill Road, Pune 411 001

Ph: (O) +91-020-26059017 (P&T) (Fax)

ई-मेल: punesrdenco@gmail.com

No. PA/W/DB/LM/Holiday Home/M'shwar

दिनांक:- 17.05.2019.

**Dy. Conservator of Forests,
Forest Division, Satara
Dist-Satara.**

Sub:- Submission of application to extent lease of Holiday Home at Mahabeleshwar in prescribed format.

Ref:- This office letter of even no. dtd.14.03.2019.

In connection with above, it is again informed you that 5 Acres of forest land was allotted to Central Railway for a period of 10 years starting from the year April 1978 for constructing holiday homes for its employees as per the agreement executed with Divisional forest officer, Satara on 22.01.1985. Accordingly Railway has constructed 4 Suits for officers and 16 Suits for Group 'C' and Group 'D' staffs in year 1982.

As soon as the lease period got over in the year 1988 Railway has consequently applied for extension of lease for a period 35 Years. Meanwhile there are certain changes in the application format which includes a "Dwellers Certificate" to be acquired from Dist Collector, Satara, for that Railway continuously have been chasing with District Collector, Satara.

District Collector, Satara have sought reply from you to issue "Dwellers Certificate" as per there letter no. मह/मश्वर/जमीन/कवि-145/2018 दिनांक- 16/02/2018, 17/04/2018, 05/04/2018, 09/09/2018; same is pending from your end.

In the meeting with Railway officials on 29.06.2018, you had advised to submit fresh application for renewal of lease and accordingly a fresh application in the prescribed format is already submitted vide letter under reference with all relevant documents but till date no communication received from your end.

In addition to the proposal the Map/Topo sheet without contour of Survey No.223 of Village Malkampeth, Tal: Mahabaleshwar, 47 G/9, Scale of map 1:50000 obtain from office of Director Maharashtra & Goa GDC, Survey of India, Pune is sent herewith.

It is therefore requested to kindly intimate this office about progress of the above. In anticipation of an early reply.

DA- As above

Gautam S Musale
20/05/19
(Gautam S Musale)
DEN (HQ) Pune
Sec (Land)

Copy to - ADEN/M/Pune- For information and further necessary chasing action.