The U.P. Government Estates Thekedari Abolition Rules, 1960

UTTAR PRADESH India

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Rule

THE-U-P-GOVERNMENT-ESTATES-THEKEDARI-ABOLITION-RULES-1 of 1960

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The U.P. Government Estates Thekedari Abolition Rules, 1960Published vide Notification No. 4622/IC-343-C-58, dated May 31, 1961, published in U.P. Gazette, Part 1-A, dated June 11, 1960, Page 1209In the exercise of the powers conferred by Section 18 of the U.P. Government Estates Thekedari Abolition Act, 1958 (U.P. Act I of 1959), the Governor of Uttar Pradesh is pleased to make the following rules which shall come into force from the date of this notification.

1.

(a) These rules may be called the Uttar Pradesh Government Estates Thekedari Abolition Rules, 1960.(b) They shall come into force at once.

2.

In these rules unless there is anything repugnant in the subject or context,-(i)"Act" means the U.P. Government Estates Thekedari Abolition Act, 1958 (U.P. Act I of 1959).(ii)"Section" means section of the Act.(iii)"Land Reforms Commissioner" means an officer appointed as such by State Government and includes a Deputy Commissioner, Land Reforms.

3. [Section 3].

- Upon the application of an order under Section 3 the Collector shall issue a proclamation in G.E.T.A. Form I appended hereto and cause the same to be published within the local limits of the area in respect of which any lease has been ordered to be determined, by posting copies of the

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proclamation on the notice board of his court, and the tahsil and at a conspicuous place in or near the village in which a land is held under the lease. If the Collector so directs the proclamation may also be made by beat of drum in each village in which land is held under the lease.

4. [Sections 6 and 18 (2) (C)].

(a)The Collector or an officer appointed by him in this behalf, shall not ordinarily enter into any building for the purpose of seizing and taking possession of books, accounts and other documents referred to in Section 6 before sunrise and after sunset.(b)The Collector or the officer making the search shall allow the occupier of the building or a person nominated by the occupier to watch the search.(c)A receipt for the books, accounts or other documents seized and taken into possession shall be given on the spot immediately after making the search, by the person seizing, to the person from whose possession they are seized.

5. [Section 4 (f)].

- Immediately after publication of the Notification under Section 3 in respect of any lease, the Collector shall prepare and maintain in register in G.E.T.A. Form 2 showing the arrears of rent, cess, Agricultural Income Tax, holding tax and the amount due from the lessee under the Land Improvement Loans Act, 1883, and the Agricultural Loans Act, 1884, for any period prior to the date of determination.

6. [Section 8 (c)].

- Before the preliminary publication of the compensation statement the Collector shall ensure that the amount of arrears due as shown in G.E.T.A. Form 2 and remaining unrealized is entered in the compensation statement in G.E.T.A. Form 15.

7.

As soon as may be after the publication of the Notification under Section 3, the Collector shall intimate the Assessing Authority concerned under the Large Land Holdings Tax Act the names and the addresses of the lessees where leases have been determined and shall require the Assessing Authority concerned to furnish a statement in G.E.T.A. Form 12 in respect of the amount of holdings tax paid or to be paid by the lessee for the previous agricultural year, in respect of the land under the lease.

8. [Section 9].

- As soon as may be after the publication of the Notification under Section 3, the Collector shall cause to be prepared the following statements regarding the lessee:(i)A statement in G.E.T.A. Form 3 showing land in the personal cultivation of the lessee.(ii)A statement in G.E.T.A. Form 4 showing commutation of grain rents into cash.(iii)A statement in G.E.T.A. Form 5 in respect of holding for

which rent is payable but has not been determined.(iv)A statement in G.E.T.A. Form 6 showing details of sayar income,(v)A statement in G.E.T.A. Form 7 showing cash rents payable to the lessee.(vi)A statement in G.E.T.A. Form 8 showing gross income of the lessee in the mahal.

9. [Section 10].

- The Collector shall after the statement of gross income in G.E.T.A. Form 8 has been prepared and after receipt of statement in G.E.T.A. Form 12, prepare a statement in G.E.T.A. Form 13 showing the share of lessee in the gross income together with his share in rent and cesses payable by him. The Collector shall then prepare for each lessee a statement in G.E.T.A. Form 14 of net income in respect of all land held by him.

10. [Section 12].

- As soon as the statement of net income has been prepared the Collector shall ascertain the R. P. as defined in Section 11 by examination of the Patta Qabuliat or other records and prepare a compensation statement in G.E.T.A. Form 15. He shall thereafter cause a notice in G.E.T.A. Form 16 to be published in the Gazette. Copies of such notice shall be pasted at the notice board of the office of the Collector, at the tahsil or tahsils and also at a place of public resort in the village in which the land under the lease is situate.

11. [Section 12].

- A copy of the aforesaid notice, together with a certified extract of the compensation statement in G.E.T.A. Form 15 shall be served on the lessee in the manner prescribed in the Code of Civil Procedure.

11A.

Where the compensation has been determined but the person entitled to it dies before it is paid to him the Collector shall proceed to determine the legal representative of the deceased, and the compensation shall be paid to him.

12. [Section 15].

- Where no objection referred to in Section 13 of the Act has been filed, the Collector shall after the expiry of the period of one month from the date of service of notice in G.E.T.A. Form 16 on the lessee, or the publication of the notice in the Gazette whichever is later, sign and date the statements, and affix his seal thereto in proof of the compensation statement having been made final.

13. [Section 13].

- Where an objection referred to in Section 13 is received, the Collector shall forward the same to the District Judge together with a forwarding letter in G.E.T.A. Form 17 giving details of-(a)the names of persons whom the Collector has reasons to believe are interested in the lease, '(b)details of the amount of compensation determined under Section 11 as set out in G.E.T.A. Form 17,(c)a copy of the lease.

14. [Section 14].

- The District Judge shall on receipt of the objection together with the report of the Collector in G.E.T.A. Form 17, fix a date for the hearing of objection and for taking evidence in support thereof, and give notice of the said date to the objector and the persons interested, if any, as reported by the Collector in the aforesaid Form. He may also, after recording the evidence led before him make such further enquiries as he may deem necessary in this connection, where after he may decide the question of title and may confirm, vary, increase or reduce the amount of compensation fixed by the Collector to whom a copy of the decree shall be forwarded.

15.

The State Government shall be a party in proceedings before the Collector or the District Judge and every notice to be served on the State Government in proceedings before the District Judge may be served on the Collector or any authority nominated by the Collector.

16.

The Collector shall on receipt of the copy of the order from the District Judge, amend, alter or modify the compensation statement, if necessary, and sign, date and affix his seal on the compensation statement in proof thereof having been made final, where after a copy of the final compensation statement in G.E.T.A. Form 18 shall be supplied to the lessee.

17.

(1)Except as provided by or under these rules no correction shall be made in the compensation statement after it has become final.(2)The Collector may, at any time before the payment of compensation either of his own motion or on application filed by a person interested, correct any clerical or arithmetical mistake in the compensation statement or any error arising therein from any accidental slip or omission.

18. [Section 16].

- After the compensation statement has become final, the Collector shall make entries in the register in G.E.T.A. Form 19 and fix a date on which the lessee shall be called to receive the amount of

compensation payable to him, notice for which shall be sent in G.E.T.A. Form 20.

19.

The payment of compensation shall be made through voucher in G.E.T.A. Form 21.

20.

Any arrears to be realized from the lessee shall be adjusted by book transfer in G.E.T.A. Form 22.

21.

An intimation shall be sent by the Collector to the Treasury Officer in G.E.T.A. Form 24 in respect of voucher books used. The Treasury Officer shall send on each day when payment is made, an intimation in G.E.T.A. Form 23 to the Collector in respect of the payments made.

22.

The Collector shall furnish in the first week of month to the Land Reforms Commissioner a statement in G.E.T.A. Form 25 showing the amount of compensation paid in cash together with the amount of adjustment, if any, made by deduction on account of Government dues.

23. [Section 4 (b)].

- The Collector shall prepare a statement in G.E.T.A. Form 9 showing land held by the lessee in cases where the aggregate area of such land exceeds 30 acres. Thereafter, the Collector shall call upon the lessee, by notice in G.E.T.A. Form 10, to select the plots which he wishes to retain, the aggregate area whereof shall not exceed 30 acres. After taking into account the choice of the lessee, the Collector shall by order passed in G.E.T.A. Form 11, specify the plots which shall remain with the lessee as hereditary tenant and the plots which shall be deemed to be vacant land. Where the lessee does not turn or fails to select within the time allowed, the Collector shall, with due regard to the compactness of the holdings, specify the plots to be retained by the lessee by order in G.E.T.A. Form 11, which shall be served on the lessee.

24. [Section 4 (b)].

(1)All buildings, situate on any land included in the lease, held by the lessee shall, upon the determination of the lease, continue to be held by him for the remainder of the period of the lease on the same terms and conditions on which the building, together with the area appurtenant thereto, was held prior to the date of determination.(2)Upon the expiry of the period referred to in sub-rule (1), all buildings other than those owned by the State, situate on any land included in the lease, held by a lessee, shall along with the land appurtenant thereto, be deemed to have been settled with owner thereof on the following terms and conditions:(a)he shall have heritable and transferable

interest in the building;(b)he shall not be liable to ejectment;(c)he shall have the right to use the building and the area appurtenant thereto for any purpose whatsoever subject to the existing rights of easement;(d)succession shall be governed by the Personal Law;(e)he shall pay to the Gaon Samaj rent for the site on which the building stands equal to the amount of rent payable therefor on the date immediately preceding the date of determination of lease. He shall, however; not be liable to pay any rent for the site if no rent was payable on the said date, and(f)if the building is abandoned or if the owner dies without any heir entitled to succeed, the building shall escheat to the State.(3)On the expiry of the remainder of the period of lease any building situate on any land included in the lease which was owned by the State Government shall be taken possession of by the Collector.

25. [Section 14].

- The District Judge shall have all such powers, rights and privileges as are vested in a Civil Court on the occasion of any action in respect of the following matters:(a)the enforcing of the attendance of witnesses and examining them on oath, affirmation or otherwise, and the issue of a commission on request to examine witnesses abroad;(b)compelling any person for production of any document;(c)punishment of persons guilty of contempt.

26.

A summons signed by such officer may be substituted for and shall be equivalent to any formal process capable of being issued in any action by a Civil Court for enforcing the attendance of witnesses and compelling the production of documents.

27.

Subject to the provisions of Appendix I, the provisions of the Indian Court Fees Act, 1870, the Code
of Civil Procedure, 1908 and the Indian Limitation Act, 1908 shall apply to the proceedings under
the Act.G.E.T.A. Form 1[See Rule 3]Form of ProclamationI
do hereby declare for the information of all persons present or claiming any right,
title or interest in lease in respect of lands situate in the Mahals and the village described hereinafter
that by virtue of Notification No dated the leases described therein shall
determine on and I shall on the date aforesaid take charge of these lands on behalf of
the Government of Uttar Pradesh.Be it known to all, therefore, that with effect from the date
aforesaid, all rights, title and interest of the lessee in such land shall cease. With effect from the date
aforesaid all rent, cesses and sayar in respect of land, the lease of which is thus determined, shall be
payable to the State Government and not to the lessee and any payment made in contravention of
this order shall not be a valid discharge of the person liable to pay the same.Signature
DateSeal of the Collector.G.E.T.A. Form 2[See Rule
5]Statement showing arrears of rent, cesses, taqavi and other dues recoverable from lessee on the
date of determination of the lease-Tahsil District

SI. No. Name of lessee Village Mahal Nature Amount of arrears Signature of Remarks

	with parenta and residenc	_	arrears de	n the date of etermination lease	Collector with date		
Princi	pal Interest	Total					
1	2	3 4	5 6		7	8	9 10
			_	in personal cultiv			
SI. No	Khewat khata No.	Name of lessee and residence	with parentag	ge Khatauni k No.	hata Khasra plots	No. of	Area of plots
1	2	3		4	5		6
Class o	of Rent rate applicable	Valuation	Total rent of khatauni	khata Signa with c	ture of Collect late	or R	Remarks
7	8	9	10	11		1:	2
	• -	ule 8]Commutat Village	O	ent into Dist	rict		
SI.	No. of Khewat	Khatauni khata	Class of	Name of tenant	with	Khasra	
SI. No.	No. of Khewat khata	Khatauni khata No.	Class of tenancy			No. of	
No.	khata 2	No. 3 licable according	tenancy 4	parentage and i	residence Order o	No. of plots 6	Area 7 Remarks
No. Class of soil G.E.T.	khata 2 of Rent rate app to Section9(a) 9 A. Form 5[See R	No. 3 licable according)(ii) ule 8]Commutat	tenancy 4 Cash rent commuted 10 ion of rent in	parentage and restance of the state of the s	Order o oni Collecto 12	No. of plots 6 of R or 1;	Area 7 Remarks
No. Class of soil G.E.T.	khata 2 of Rent rate app to Section9(a) 9 A. Form 5[See R	No. 3 licable according)(ii) ule 8]Commutat	tenancy 4 Cash rent commuted 10 ion of rent in	parentage and r 5 Total rent of khata khatau 11 cases in which it i	Order of the control	No. of plots 6 of R or 1;	Area 7 Remarks 3 been
No. Class of soil G.E.T. determ	khata 2 of Rent rate app to Section9(a) 9 A. Form 5[See R nined-Mahal No. of Khewat	No. 3 licable according (ii) ule 8]CommutatiVillage. Khatauni khata	tenancy 4 Cash rent commuted 10 ion of rent in	parentage and rest of the khata khatau 11 cases in which it is Tahsil	Order of the control	No. of plots 6 of R or 1; has not 1 Khasra No. of	Area 7 Remarks 3 been
No. Class of soil 8 G.E.T. determ SI. No.	khata 2 of Rent rate app to Section9(a) 9 A. Form 5[See R nined-Mahal No. of Khewat khata 2	No. 3 licable according (ii) ule 8]CommutatVillage Khatauni khata No. 3	tenancy 4 Cash rent commuted 10 ion of rent in Class of tenancy	parentage and rest of khata khatau 11 cases in which it is Tahsil	Order of the control	No. of plots 6 of R or 1; has not l Khasra No. of plots 6	Area 7 Remarks 3 been Area 7

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			7[See Rul	_						_					
Khat khev num	vat	C	Total cash other dues oayable to	sin Pa	rt I of t	_		Inc	ome m say	ar	Col. 2 minus C	U	gnature o ollector	of	Remarks
1		2	2					3			4	5		(6
No. o khat khev	of a	Cash and c	rent, cessother duested in Col	s Ren s pers culti	t of land sonal ivation	d in of o of	Grain comm mone (Col. 1	rent uted y rent	to orm	Ren in r unr holo	Dist at determ espect of ented dings(Co T.A. Fo	nined f ol. 11 o	Sayar income	A.	Total of Cols. 2 to 6
1		2		3			4			5			6		7
G.E.	Γ.Α.]	Form	9[See Ru	le 23]	Statem	ent sh	owing l	and h	ield b	y le	ssee if ex	ceeds	of 30 acr	es-I	District
SI. No.	Naı less	me of see	Tahsil Vi	illage	Mahal	Khata khata No.	uni	Plot No.				S	ignature ollector	of	Remarks
1	2		3 4		5	6		7	8		9	1	O	1	11
U.P. out in the U there the s	Gove m the J.P. Cof an ervice otal a	e state. Govern and the	ment in Comment Estate rest shall his notice whereof shall decided a	Thek E.E.T tates ' l be de indic	edari and an and an	eas the ari Abe to be v choiceed 30	olition action ached) olition racant lee in reparts.	Act, 10 area o and v Act, 1 and, y spect In def	958.T f land where 958, you m of the	l he as u you nay ve	riR/o ld by you under the are allow within on ots you w	e excee proving wed to ne mo	eds 30 ac sions of S retain or nth from o retain w	res (Sectailly Sectailly S	(as set ion 4 of 30 acres date of yourself,
	of th	e Cou	rt of Colle	ector.			f Collec								

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Tahsil Village Plot No. Area Rent

1 2 3 4 5

List B

Tahsil Village Plot No. Area

1 2 3 4

G.E.T.A. Form 12[See Rule 7]Statement of apportionment of Large Land Holdings Tax-

Name of lessee assessee	Valuation of land holdings in year Faslion which tax assessed in Fasli, under Section 5 of the L.L.H.Tax Act	Amount of tax	Valuation of land held under lease whichdetermined under Notification No dated	Proportionate amount of tax due on land in Col.(3x4)/2	Signature of A.C.	Remarks
1	2	3	4	5	6	7

Khata khewat	Name, parentage and residence of lessee	Share of lessee in khata khewat	Gross income of khata khewat	Rent and cesses payable in respect of the khatakhewat	rontond	Signature of Collector	Remarks
1	2	3	4	5	6	7	8

G.E.T.A. Form 14[See Rule 9]DistrictStatement of Net Income-

SI.	Name, parentage				Khewat	Gross income of	Rent and cesses
No.	and residence of	Tahsi	l Village	Mahal	Vhoto	lessee in the	payable by the lessee
NO.	lessee				Miata	khewat khata	for thekhewat khata
1	2	3	4	5	6	7	8

Cost of management a irrecoverable at 25 per (Col. 7-8)		-		Net income (Col. 7 minus Col. 11)	Signature of Collector	Remarks
9		10	11	12	13	14
G.E.T.A. Form 15[See	ompens	ation statementIn	the Court of	f Collector		
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held	he right ion paya of net in he amouTh y, witho ion.Sign 2)Rent t l include	Under the pros, the lease of the lease of the lease, title and interest able to the lessee had been works out ofThe R. P. as defunt of compensations amount of arreasout prejudice to any nature of Collectors together with cessed in lease.(3)Hold and irrecoverable.	evisions of Sessee named of the lessee as been ascertages (in value of payable to payable to seal of the Ces payable by lings Tax payable to the Ces payable by lings Tax payable sessee of the Ces payable by lings Tax pa	ection 3 of the U above have deter a under the lease ertained, details words and figure ion 11 of the said to the intermediang against the lease of recovery, be court.Date	J.P. Governme ermined and a have ceased, a whereof are gives) I Act has been ry works out to ssee are also do realized from the previous agree of land included	nt Estates is a and the even fixed at o Rs. etailed the 1)Gross icultural ed in the
Seal of the Court. Col	llector					
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On Counterfoil. (Ad	ddl. Iten	ns).				
Date of publication Damade final on the amore figures)	ount FinSeal of final of	al Compensation of theDate	ement in G.I See Rule 10] statements of s as hereinal interested, vensation stat rred to above	Rs(Acknowledge E.T.A. Form 18 of the Court of Court	gement by the on	e red, they ions, if nonth

Tahsil		Vi 2	illage	Mahal 3	4	
G.E.T.A. Fo Judge, forward her	Court Signature of Collectorm 17[See Rule 13]FromTheNoNo. ewith objections filed by of the lessee, and a copy of t	Collector	latedtogether w	19 .	Sir,I have	the honour to
	der that the persons i ation statement are:	ntereste	ed in the ab	ove me	entioned	
Statement(1) previous agrand include assets (item 16] Final cor and residen payable by the lease.(3) Horizoverable compensation.	(5)(6)(7)(8)(9)(10)Seal of the lessee ricultural year in respect of led in the lease.(4)Cost of manning item 5).(7)R. P.(8) impensation statement No ce	(2)Rent t land inclu magemen Amount o (1)Gross in ricultural et of land i)Net asset	ogether with coded in lease.(3 to and irrecover of compensation of the lease of the	essee pay)Holding rable.(5)T n.G.E.T.ANar essee.(2)F t of land i lease.(4) as item 5)	able by the less Tax payable of items A. Form 18[Sene of lessee value of the control of the cost of manals.(7)R. P.(8)A	essee in the e in respect of 2 to 4.(6)Net ee Rule with parentage with cesses agement and mount of
_	f Collector.Date Dist			m 19(See	Rule 18)Reg	ister of
SI. No.	Name of lessee with paren and residence	_	nount of provis	sional	Final compens determin Section 1	ed under
Amount	Date of determination	3			4	5
Signature of Collector	Interest on the amount in 4 from the date ofdetermination of lease ti the date of payment	Col. Total loomp 4 plu	ensation, Col. s Col. 7	from cor amount	recoverable	Transfer credit account No. and date
6	7	8		9		10
Net cash pa	yment, Date and No	. of	Date of enca	shment o	of Signat	ure Remarks

column 8 minus column 9	voucher for capayment	ash	voucher in Treasury	of Collector	
11	12		13	14	15
net amount of compensate determined to be	ion payable to notice eceive the sam . p.m.Given un Seal of the Cou	Name of le you in res e is hereby e in my co der my ha urt.Collect	e Court of the essee with parentage and repect of the marginally-note given to you to appear perourt on	ed lease has rsonally or the second s	been hrough an , between See Rule
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Name, parentage and resiclaimant.Compensation profleases in-Mahal Vill Tahsil Serial No. of cregister in G.E.T.A. Form payable in cash(in words)	eaid in respect age olumn1 of 19 Amour	ofpaym Rs of the f	f service chargeable.Vouch nentReceived thisdayof being the amount due asco ollowing lease rights.Name s of the claimantMaha SerialNoIn re	19 the ompensation e, parentage l Villag	sum of n in respect and ge
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of Treasury orsub-Treasu	•		DateSignature		
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G.E.T.A. Form 22(See Rul			6 6 11 1		
Payable by Transfer Cred	•	le by Tran	ster Credit only.		
Voucher for adjustment o arrears	f				
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Name, parentage and resions of the lessee. Adjustment of the lessee of the	made list of sum o sum o from t follow transf	payment. fRsb he compe ing lease recredit to	chargeable. Voucher No Received this day of eing the amount recoveral nsation inrespect of the rights and adjusted by the head as hereinafter	the	

Amount payable Credit on accoun	by Transfer t of-	Name, parentage an esseeMahal Fahsil				
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7.	A	Approved for Rs	Tal	nsildar-		
8.	(Collector	••••			
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Total						
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		Head of account			Amoun	ıt
	S	Siaha Navis			Treasu Sub-Tr Officer	easury
	I	Date			Date	
G.E.T.A. Form 23 Compensation Ca		ement of Governmenshed	ent Estates, T	Thekedari Aboli	tion	
Treasury Sub-Treasury	District					
Date of encashment	Book and Serial No. of voucher	Sub-Treasury Voucher No.	Amount paid	Signature of Sub-Treasury	Officer	Remark
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Rs.						
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G.E.T.A. compens				<i>y</i>	F	
District		•				
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7.					
8.					
Grand	TotalColl	ectorDate	<i>7</i>	Verified for rupeesSig	nature of
Treasu	ry Officer	.Forwarded to the Land Refo	orms Commis	sioner, U.P.	
				2101101, 0111	
Luckno	ow.Collect			Appendix I[See Rule 27]	
Luckno Serial				Appendix I[See Rule 27]	
	ow.Collect	torDate		Appendix I[See Rule 27]	
Serial		torDate Description of application	Period of	Appendix I[See Rule 27] Time from which period begins	Proper
Serial No.	Sections	DateDate Description of application or proceedings 3 Application giving	Period of limitation	Appendix I[See Rule 27] Time from which period begins to run 5	Proper court f
Serial No.	Sections	Description of application or proceedings Application giving particulars of land which	Period of limitation	Appendix I[See Rule 27] Time from which period begins to run 5 From the date of service of	Proper court f
Serial No.	Sections 2	DateDate Description of application or proceedings 3 Application giving	Period of limitation	Appendix I[See Rule 27] Time from which period begins to run 5	Proper court f
Serial No.	Sections 2	Description of application or proceedings Application giving particulars of land which the lesseewishes to retain.	Period of limitation	Time from which period begins to run 5 From the date of service of notice in G.E.T.A. Form 12 From the date of publication in	Proper court f 6 Nil.
Serial No.	Sections 2	Description of application or proceedings Application giving particulars of land which the lesseewishes to retain. Objection against the	Period of limitation	Time from which period begins to run 5 From the date of service of notice in G.E.T.A. Form 12 From the date of publication in the Gazette or service ofnotice	Proper court f 6 Nil.
Serial No. 1	Sections 2 2	Description of application or proceedings Application giving particulars of land which the lesseewishes to retain.	Period of limitation 4 One month	Time from which period begins to run 5 From the date of service of notice in G.E.T.A. Form 12 From the date of publication in	Proper court f 6 Nil.
Serial No. 1	Sections 2 2	Description of application or proceedings Application giving particulars of land which the lesseewishes to retain. Objection against the	Period of limitation 4 One month	Time from which period begins to run 5 From the date of service of notice in G.E.T.A. Form 12 From the date of publication in the Gazette or service ofnotice	Proper court f 6 Nil.