

The Bihar Government Estates (Khas-Mahal) Manual, 1953

BIHAR

India

The Bihar Government Estates (Khas-Mahal) Manual, 1953

Rule

THE-BIHAR-GOVERNMENT-ESTATES-KHAS-MAHAL-MANUAL-1953 of 1953

- Published on 18 March 1911
- Commenced on 18 March 1911
- [This is the version of this document from 18 March 1911.]
- [Note: The original publication document is not available and this content could not be verified.]

The Bihar Government Estates (Khas-Mahal) Manual, 1953

Chapter I

Introduction

1. Meaning of "Government estates".

- The term "Government estates" is used to mean estates under the direct management of Government whether these are the property of Government or are the estates of private individuals brought under direct management of Government. It may also mean any land, which is the property of Government and as such would include estates owned by Government which have been let in farm and leased for periods and also the waste lands but would not include lands belonging to other departments of Government, e.g. roadside lands, so long as they are not relinquished by the department concerned to the Collector for management. This Manual unless it so appears from the context, deals with the principles, policy and procedure for khas management of estates under the direct management of Government.

2. Government estates-How acquired.

- Estates may be acquired by Government in the following ways;-(1)Purchase at revenue sale (Section 58 of Act XI of 1859).(2)Purchase by private contract.(3)Escheat in default of legal heirs.(4)Forfeiture to Government for certain offences against the State.(5)Resumption of island chars (Regulation XI of 1825).(6)Acquisition for public purposes.(7)Accretion to estates, the

property of Government.(8)Resumption of lands hitherto held by zamindars for the performance of police duties when they are relieved of those duties.

3. How estates come under direct management.

- Estates may be brought under direct management of Government by the-(1)Recusancy of the proprietors of temporarily-settled estates at the time of settlement.(2)Removal from management of proprietors on the ground that their continuance in the management of the estates will endanger public tranquillity or will otherwise be seriously detrimental (Vide proviso to Section 3 of Regulation VIII of 1822).(3)Surrender of lease in estates, the property of Government.(4)Surrender of farming lease during the currency of the settlement of a temporarily-settled private estate.

Chapter II

Principles of Management

(i)General

4. Direct management to be the rule.

- It is the declared policy of Government that as many Government estates should be retained under direct management as possible. Town estates whether small or large should always be kept under khas management. This will enable Revenue Authorities to obtain continuous practical information which it is very difficult to obtain in any other way, of the progress of agriculture, of the extent to which the productive powers of the land are being developed, and of the increased money value of the produce.

5. What estates should always be held direct.

- In deciding whether estates should be retained under direct management or sold or settled with farmers it should be considered if-(1)It is of sufficient extent and development to support a tahsildari establishment of its own;(2)though not yielding a revenue sufficient to cover the cost of such an establishment, there is reasonable ground for expectation that its gross rental could be increased in the near future to that extent by improvement, extended cultivation or otherwise;(3)though not sufficient in extent or rental to provide employment or funds for a separate establishment of its own, it is so situated as-(a)to be capable of being incorporated with one or more other Government estates so as to form a reasonably compact tahsildari circle;(b)to admit of easy supervision by reason of accessibility from the headquarters of a district or sub-division.

6. When farming leases permissible.

- Ordinarily proposals to grant farming leases of Government estates can only be entertained if, firstly, direct management is impracticable or distinctly disadvantageous to Government: and,

secondly, the rights, rents and position of the cultivating tenants have been fully safeguarded against the risk of oppression by a farmer.

7. Policy of Government regarding sales.

- No estate which is contiguous to the capital town of a district is to be sold. Other estates which can be conveniently managed by Government officers or in which, though they cannot conveniently be managed direct, the interests of Government would be better served by a long lease rather than a sale, should not be sold. Estates leased for a term of which a long period has yet to run and those of which a survey and settlement have not been made and a record-of-rights has not been prepared should not also be sold: Provided that when the estates are very small and a survey has once been made of them or a fractional share of an undivided estate is in question, survey and preparation of record-of-rights with the previous sanction of the Board of Revenue can be dispensed with. Sale should be resorted to only when the estates do not fulfil the conditions specified in Rules 5 and 6 above. The boundaries of fisheries are to be carefully defined and plans of them prepared before they are sold.

8. Secrecy regarding proposed bid at an auction sale.

- When the purchase of any interest in land at an auction sale is recommended for the approval of Government, the limit up to which it is proposed to bid should be indicated demi-officially care being taken that the amount is not known to possible competitors. It should be borne in mind that if secrecy is not observed the price may be forced up to the amount which the Collector is prepared to offer.

9. Salami in Government Estates.

- The following rules have been prescribed for levying salami in Government estates:-(i) (a) Salami should be charged for settlement of agricultural and (including diara) lands subject to the following conditions:-(1) Lands should be settled only with tenants of the village in which the lands lie or with inhabitants of adjoining villages; (2) salami to be charged should be a fixed multiple of the rental of the land settled, the rental being assessed at rates applicable to lands of similar quality and with similar advantages in the vicinity. The rate of salami should be below that charged in neighbouring private estates. In no case salami should exceed ten times the rental; (3) salami should be realised in one instalment; (4) no refund of salami will be admissible if land gets diluviated. No salami should be charged for korkar lands in Chota Nagpur. (b) Salami should also be levied when settling land for non-agricultural purposes in town khasmahals and for building purposes in khasmahal villages developing into towns. In a growing town, land appreciates rapidly in value. Similarly in khasmahal villages which for some special reasons (e.g., owing to the opening of a new railway station) are developing into towns, the value of land rises with great rapidity. In the initial stages of development, Government are often required to undertake capital expenditure, a share of which should be borne by the residents who benefit. Under the present system Government frequently do not obtain their share of the unearned increment from urban development. It is equitable that Government should take in advance a share of the increased value by means of salami. Salami in

this sense is not rent capitalised but a share in the increase of value anticipated during the period of a non-agricultural lease. The rate of rent must not be varied according to the amount of salami. It must not be considered that high rate of salami entitles the lessee to a low rate of rent;(ii)The circumstances in which it is advisable to take salami in town khasmahals cannot be precisely defined but will usually fall within one of the following cases:-(a)Where the value of the land is for some particular reason known to be appreciating rapidly.(b)Where a new area has been added to a town or an unoccupied area in a town is being developed.(c)Where a good site is leased for the purpose of building a house or houses.(d)Subject to clause (v) (b) below, where permission is taken for converting agricultural land into building sites.(iii)A person, who converts agricultural land into building sites without permission whether he be the original raiyat or a transferee is liable under the tenancy law to eviction for changing the character of the land. Such person should not be allowed to continue to hold the converted land on a purely agricultural rent and to appropriate the whole increment in value such cases may be dealt with either by making surrender a condition precedent to any sale of agricultural land for purposes other than agricultural or else by ejecting the transferee formally and resettling with him on a town lease. In either case, a substantial salami should be charged on resettlement. But to avoid hardship the Collector may agree to the transfer of part of his land by an old established raiyat without cancellation of his tenancy on receipt of a Salami on a moderate scale which should be fixed with the sanction of the Commissioner in each individual case.(iv)Salami will ordinarily be levied on original leases but where the progressive increase in the value of land or other special circumstances justify it a fresh salami may be taken for the renewal of a lease. When salami is taken for the renewal of a lease, it should include not only the share of Government in the progressive increase in value anticipated within the period of the lease to be renewed but also a sum equivalent to their share in the known increment in value due to causes (e.g., capital and enterprise of Government and third parties in developing the place and providing amenities for it) which were not anticipated when the lease was originally granted or previously renewed.Salami should not ordinarily be required-(a)when granting short leases; or(b)from an old tenant, when the relationship of landlord and tenant existed before the development began and the tenant is building a suitable house for his own occupation only. When, however, he applies for an original lease of an unoccupied piece of land or acquires lands outside his original holding he may fairly be required to pay a Salami.(vi)Where the payment of Salami is required the amount should be such as is equitable in view of the prospect of future increment of the value of the land within the period of lease. In town khasmahals the rate of Salami receipt by private landlords should be taken into account. In villages developing into towns the rates prevailing in the vicinity will probably not be useful as guide. In such cases if the fair rate of Salami cannot be determined satisfactorily in any other way it is permissible to fix it by auction, but this procedure should be very sparingly adopted.(vii)A Collector has authority ordinarily to decide the amount of Salami but where it is desired to levy Salami on a moderate scale (vide clause (iii) above), where the levy of Salami is introduced for the first time in large areas, where it is necessary to adopt a general policy or scale for its levy and also in cases where the Collector is himself in doubt as to the suitable amount, he should refer the case to the Commissioner for orders.(viii)When land for which Salami has been taken is resumed by Government the normal procedure would be to make an equitable refund, the extent of which should depend on the circumstances in each case.

9A. Procedure for settlement of raiyati holding purchased by Government at a Certificate Sale.

- If a Khasmahal tenure or raiyati holding is purchased by Government in a Certificate sale for arrears of rent on account of there being no bid or the bid being insufficient to cover the decree and costs that purchase should be made for the full amount of the decree and costs thereby disposing of the certificate case. After such a purchase, delivery of possession should be taken promptly from the Certificate Court and action taken to classify the holding properly and resettle it at the rate of rent prevalent in the estate for each class of land under which the various plots come. Settlement should not be made with the former tenant or his farzidar or benamidar unless he agrees to pay the total amount for which Government purchased the holding at the certificate sale. In making settlement with a new tenant preference should be given to one who is a genuine cultivator of the estate and who agrees to pay the whole or the larger proportion of the amount for which Government purchased the holding at the Certificate Sale. The amount so paid should be credited against the arrears of rent due from the holding. Any unrecovered balances of arrears should be written off. As regards other raiyati holdings purchased by Government in certificate and in other sales in satisfaction of Government dues, every endeavour should be made to sell them outright at the earliest possible opportunity in accordance with the instructions contained in the Note below Rule 154.

10. Trees in Khasmahals in Bihar.

- Under Section 23A of Bihar Tenancy Act, an occupancy raiyat is allowed to plant and appropriate trees on his holding. Government have accordingly decided that the raiyats in khasmahals in Bihar will have full rights in all trees on their holdings except in exceptional cases in which the Collector considers that Government's rights should not be given up and such cases should be referred to the Board of Revenue for orders.

11. Rents liable to enhancement not to be fixed permanently.

- Rents on holdings in Government estates which are now liable to enhancement are not to be permanently fixed.

12. Mines and Minerals.

- Except in permanently settled estates the presumption throughout India, in the absence of any distinct judicial precedents or proof of established usage, is that the State has a right to minerals. All lease of waste or unoccupied lands in estates, which are the property of Government or in temporarily-settled estates, which are the property of private persons, should be given subject to the reservation of the full right of State in mines and minerals and of right of access and other reasonable conveniences for working them on behalf of Government or the assignees of Government.

13. Prevention of encroachments on areas reserved for sanitary improvements.

- A Settlement Officer will often in the course of survey and Settlement operations be in a position either of himself or in co-operation with the managing or village authorities, to effect improvements in regard to sanitation by reserving particular tanks, for drinking purposes, and by the assignment of defined places for necessary uses, and for excavation of earth for building. It will be the duty of the Manager, when the estate is managed khas, to see that the lands thus reserved *are not encroached upon or used for purposes other than those for which they have been reserved, and he should utilise the services of the patwari (where there is one), village headmen, and collecting agency to guard against such encroachments or diversions of the reserved lands to other uses. Where the estate is let in farm, it must be made a condition of the lease that the farmer will not let out to tenants lands which have been reserved for the purposes specified, nor permit them to be encroached upon or used for purposes other than those for which they have been reserved. The village officials should also be instructed to report to the Revenue authorities any encroachments on reserved lands or diversion of them to purposes other than those for which they are intended.* Viz.

-(a)for suitable roads,(b)for sites for tanks and wells for drinking and bathing purposes,(c)for the excavation of earth for construction of houses in such places as are suitable,(d)for suitable burial grounds,(e)for a common suitable for necessary purposes,(f)for pasture, fuel and fodder-reserves,(ii)Town Khasmahals

14. What constitutes town khasmahals.

- Town khasmahals consist of urban lands not used or likely to be used for agricultural purposes. They are governed by the Transfer of Property Act and not by the Tenancy Acts except where lands though not used for non-agricultural purposes now were originally leased to raiyats who have subsequently acquired occupancy rights. Particular care is necessary in the case of these lands not merely to safeguard the pecuniary interest of Government but also to prevent the erection of undesirable and insanitary structures which would be discreditable to Government as landlord.

15. Area to be marked off in cadastral maps.

- District Officers should mark off clearly on the cadastral maps the limits of probable urban development of any town, or village which appears likely to develop into a town, in or adjoining which there are khasmahal lands. If the area is sufficiently important and development appears at all imminent a skeleton plan should be prepared on the scale of 64 inches to the mile and, when necessary, periodically revised to show the "lay out" proposed. Once an area has been marked off on the map in accordance with this rule by a Collector, no subsequent alteration in the area so demarcated shall be made except under the sanction of the Divisional Commissioner. All applications for leases or transfers of leases, in whole or in part of plots within the area so marked should be put up for the special orders of the District Officer personally.

16. Agricultural leases.

- Leases for strictly agricultural purposes in favour of raiyats of course be governed by the provisions of the Tenancy Acts applicable. Such leases should be sparingly granted for lands within the demarcated area which are likely to be required within a comparatively brief period for purposes other than agricultural, or which are so situated that wet cultivation on the whole or any part of the holdings is likely to be objectionable on sanitary grounds owing to their proximity to urban areas. Leases of this kind should in no case be granted, nor transfers of such leases sanctioned, to persons other than genuine cultivators except with the previous consent of the Commissioner of the Division, and applications for his sanction shall be accompanied by a certificate from the khasmahal Deputy Collector that the selected tenant is not a settled raiyat of the village and will not become so during the currency of the lease. No kabuliyats or pattas are required in this case. The entries in the Jamabandi Register are sufficient.

17. Non agricultural and building leases.

- The purpose of leases for other than strictly agricultural purposes shall be carefully stated, so as to make it clear, whenever possible, that the local Tenancy Act does not apply. In the case of building leases, however, a reasonable right of renewal should be allowed, subject to such terms as may be approved on behalf of Government. The term should not ordinarily be less than 30 years. In sanctioning leases regard should always be had to the salutary principle that, as far as possible, leases should be made to fall in at about the same date, for convenience of re-settlement. Special forms of lease have been prescribed for certain areas (vide Appendix-A) which should invariably be followed in those areas. Elsewhere the general form as given in Appendix A (1) should be used, subject to such modification as may be approved in each case or class of cases by the Commissioner, who should refer freely for the orders of the State Government in cases of doubt. All these leases should be registered formally. Except where a tenant has a permanent right in the tenancy clause 12 of the standard form of lease should always be considered with the greatest care in each case, and should be omitted or modified, when necessary, under orders of the Commissioner.

18. Encroachments of unsettled lands.

- Some member or members of the District Officer's staff should be made, and held, specially responsible for seeing that no encroachments are made on unsettled lands in such areas and that no buildings are erected without permission in contravention of the sanction accorded by the District Officer. The District Officer shall cause an annual certificate to be given by the Deputy Collector in charge of khasmahals that all holdings of the khasmahal have been inspected by the prescribed officers and that he himself has personally inspected the boundaries and condition of a percentage of the tenancies to be prescribed by the Collector.

19. Resettlements.

- In the case of non-agricultural leases, to which the Tenancy Acts do not apply, re-settlements

should not be conducted with the full formalities prescribed for settlements, under those Acts. It will suffice to prepare, or bring up to date, the map and record of the area, and then to propose to the tenants the rates suggested for adoption, and to hear and dispose of any objections that may be raised. If the tenants decline to accept the rents as finally approved or to give up their tenancies, it will be necessary to institute regular civil suits for ejectment with, an alternative prayer for enhancement of the old rent in the case of those who have an admitted right to hold on. Special care should be taken to secure to Government from non-agricultural lands an adequate revenue in the shape of rent, particularly in cases in which rural areas are fast becoming urban.

20. Religious buildings.

- All applications for leases, under the provisions of clause 7 of the general form of lease for town khasmahals, to erect buildings of a religious character should be referred for orders to the State Government and Collectors must exercise special vigilance to prevent the erection of such buildings without sanction.

21. Resumption should be for public purposes only.

- When a tenant holds land from Government under a lease containing a clause which authorises the lessor to resume possession of the whole or part of the lands of the tenancy this power of resumption shall only be exercised if the land is required for a public purpose, and the power of resumption shall not be exercised without the sanction of Government obtained through the Board of Revenue. If such land be required for the use of persons other than Government, e.g. for a local body, it should ordinarily be acquired under the provisions of the Land Acquisition Act, and not under the power of resumption given by the lease. Note. - All draft notifications under the provisions of Section 4(1) of the Land Acquisition Act, for the acquisition of any land which is held from Government on a lease, containing a clause authorising resumption by the lessor, should be submitted to Government through the Commissioner and the Board of Revenue.

22. Khas possession can only be taken through Civil Court if lessee objects.

- When in a lease it is provided that, in the event of certain contingencies occurring, the Collector will enter upon and take khas or direct possession of the property, it must be understood that, where the settlement holder objects, possession cannot be taken save under the orders of a competent Civil Court.

23.

Rules for the construction of buildings along the Patna-Gaya road and in the Kadamkuan Government estates in Patna and the Tatanagar Khasmahal land in Singhbhum are given in Appendix D.(iii) Char or Diara Lands

24. Lease of diara lands.

- A form of kabuliyat suitable for leases of char or diara lands has been prescribed in the Board's circular letter no. 1031 -A, dated the 18th March 1911. The form of kabuliyat and the letter will be found in Appendices A (5) and E (1), respectively. In diara estates which are liable to considerable changes annually from alluvion and diluvion a responsible officer not below the rank of Sub-deputy Collector, or a Kanungo, [or Circle Inspector] [Added by C. Slip No. 2 dated 4.1.1954.], should inquire on the spot after each rains and have marked on the previous year's map by an amin all changes due to alluvion and diluvion, including changes in classification of lands. This map should be relied on solely for settlements, remissions etc. Detailed instructions regarding the annual verification of diara estates will be found in Appendix D (4). (iv) Kachahari compounds

25. [Lease of land in kachahari compounds. [Substituted by C. Slip No. 6 dated 24.9.1954.]

- Lease of lands in court compounds in district and sub-divisional headquarters will be sanctioned by Government in the Revenue Department in consultation with the Public Works Department and the Finance Department, after obtaining reports from the Divisional Commissioners.]

26. Erection of buildings by local bodies or Bar Libraries on Government land in kachahari compounds.

- Whenever Municipal or District Committee buildings, or accommodation for the convenience of pleaders and mukhtars attending the Public Courts, may be erected on Government land, the following conditions shall be agreed to by the parties concerned:-(i) The site of the house or building, its plan, sections and elevations shall be approved by the Public Works Department before the question of its construction is entertained. (ii) Before the erection of the house or building is commenced, an undertaking shall be entered into by parties concerned agreeing on the part of themselves and on their successors to maintain such house or building in proper repair at all times as may be required by the Superintending Engineer of the circle. (iii) In the event of the house or building not being placed in proper repair within a reasonable time to be fixed by the Superintending Engineer- notice of such repair being duly given by the Executive Engineer of the division- or of its being devoted, without the permission of Government in the Public Works Department, to other purposes than that for which originally erected, or of its not being used for the space of six months for its original purpose, such structure shall forthwith become the property of Government and the party or parties concerned in the said structure shall in such events not be entitled to any compensation therefor. (iv) Neither the Committee, municipality, pleaders or mukhtars or other concerned in such structure, nor their successor, administrators or representatives shall have any right or interest in the ground or soil on which the same is built, and such committee, municipality, mukhtars or pleaders or others, or their successors, etc., shall in addition to the rent pay all taxes whether leviable on landlord or tenant, with the exception of land tax. (v) The Government shall also be at liberty to require removal of the house or building at any time on payment of the value of the structure according to its then condition or state of repair, as

fixed upon by the Superintending Engineer.

27. Form of agreement.

- A model Form of agreement for use in the case is given in Appendix A (6). It should be properly stamped before execution and it should be registered after execution within the period of time allowed by law. Further every pleader or mukhtar of the court on his admission must execute and register a similar agreement, if he wishes to use the building. The same Form would mutatis mutandis do when permission is granted to district committee and municipalities to erect building for the accommodation of their offices, etc., on Government land.

28. Shop buildings in kachahari compounds.

- (i) Shop buildings or other detached structures, irrespective of the funds from which the cost of the works is to be met, should not be erected on land attached to kachahri compounds which are borne on the books of the Public Works Department, nor on Government lands which adjoin court compounds or which are in the vicinity of public buildings, without the previous sanction of Government in the Public Works Department. (ii) No such buildings with roofs composed of thatch or other inflammable materials should be erected within a radius of 50 yards of a building constructed of permanent materials. The limit of 50 yards is fixed as a minimum, not because it is considered that this limit will confer absolute immunity from fire risks, but because it is thought to be the utmost limit that can conveniently be enforced in every case, taking into consideration the area of land usually attached to such public buildings. Where circumstances admit, inflammable building or buildings of a temporary nature should be placed at a greater distance than 50 yards from permanent buildings, more especially in the case of court houses or record buildings or other buildings of which the contents are particularly valuable.

29. License for shops in kachahari compounds.

- Shops should be allowed in kachahari compounds only to the extent required for the sale of articles which are likely to be required by persons attending the courts, such as refreshments, betel and tobacco and materials for writing. District Officers should invite applications for licenses for these shops in the manner they think proper. The license should be limited to one year and should not be transferable. The form of the license is given in Appendix A (8). A fee should be levied for the license, the respectability of the licensee rather than the amount offered being the main consideration for the grant of a license. When a shop is allowed to be opened in a building erected at the cost of Government, the fee should not ordinarily be less than the fair rent fixed for such a building according to the Public Works Department Code. Where the license is for mere "pitches" or places for sitting, the fee should be such as may be fixed by the District Officer and agreed to by the licensee. The "pitches" or places for sitting should be marked out year by year and no permanent or semi-permanent structure should ordinarily be allowed to be erected on them. Where, however, it is decided to allow the erection of such a structure, there should be a clear and definite lease for a term of years in the form given in Appendix A (7) providing for the disposal of the structure if the lease is not renewed but the Collector or the District Judge, as the case may be, should not grant the lease

until the previous sanction of Government in the Public Works Department is obtained as required by Rule 28. A register of leases in kachahri compound would be maintained in each district in which there are Government estates, in the form prescribed by the Commissioner.

30. Civil Court compound.

- Where the compounds of the revenue and Civil Courts are entirely distinct and separate, the shop in the Civil Court compound will be controlled by the District Judge.

31. License to professional typists.

- No professional typist should be allowed to work in the Revenue Court compound or in the compounds of the Civil and Revenue Courts, when these are one and not demarcated, unless he takes out a license from the Collector who will charge a reasonable fee for granting such license. The special Form of license for this purpose is given in Appendix A (9) .

31A. Stamp vendors in kachahari compounds.

- Ground rent should be realised from stamp vendors for the places mentioned in their license when they erect on these places any kind of structure which is attached to the ground and is not taken away at the end of each day's business. As enjoined in Rule 29, they should execute a lease for a term of years in the Form given in Appendix A (7), with suitable alterations, and their names should also be entered in the register of leases maintained by the District Officer. In the Revenue Court compound or in the compounds of the Civil and the Revenue Courts, when these are one and not demarcated, the rent to be charged should be settled by the District Officer in consultation with District Judge so that there may be uniformity of rate with regard to such structures within the compound of the Civil and Revenue Courts.

32. Receipt and expenditure in connection with shops, etc., in kachahari compounds.

- License fee for shops, fees for grazing and sale proceeds of fruits trees in kachahri compounds should be credited to the head XLVI-Miscellaneous- rents, rates and taxes". The cost of construction and repairs of roads and other major improvements in the compounds will be met from the funds at the disposal of the Public Works Department, but any expenditure on petty improvements should be met by District Officers from their annual grant for contract contingencies.(v)Roadside lands

33. Farming out of road side lands.

- Collectors should farm out any surplus roadside lands belonging to Government which may be made over to them for that purpose by the Officers of Public Works Department. The right of cutting earth from such lands for the repair of the road should be reserved to Government in the lease, a stipulation being also made on the part of Government to avoid injury to crops. The land having

been purchased by Government in the Public Works Department, the proceeds from them should be credited in the accounts to Public Works Revenues. The two forms of leases one for agricultural and the other for building purposes, which should be used in granting leases for the side-cutting lands of the Grand Trunks road in the district of Gaya and Shahabad are given in Appendix A. They are exempt from the statute of registration. The agricultural lease is not to be renewed nor its terms should extend beyond 5 years. When this term expires the land should be resumed and possession retained for 1 month before making a fresh lease. (vi) Hat lands

33A. Lease of hat lands.

- A model Form of lease for settlement of Khasmahal hat lands is given in Appendix A (11 A). The lease should be registered formally. Note 1. - Rule 646, Chapter XL at pages 202-203 of the Bihar Survey and Settlement Manual, 1959, does not apply to such leases. The Collector and the mufassal Subdivisional Officer settle by auction or otherwise the right to levy tolls in hats (markets), they themselves being competent to sanction settlements with annual rentals up to Rs. 500 and Rs. 250 respectively. In Sadar sub-divisions all such settlements shall be made by the Collector, who shall take the previous sanction of the Commissioner to any settlement the annual rental of which exceeds Rs. 500. In a mufassal subdivision such settlements shall similarly be made by the Sub-divisional Officer who shall take the previous sanction (1) of the Collector to any settlement the annual rental of which exceeds Rs. 250 but does not exceed Rs. 500, and (ii) of the Commissioner through the Collector, to any settlement the annual rental of which exceeds Rs. 500. Note 2. - The date of auction of the settlement of hats, fisheries, etc. should be notified well in advance. The auction should be held by the end of February and settlement completed by the end of March. [vii] [Added by C.S. No.5 dated 24.3.1954.] Settlement of fishing right in river/tank/bandh

33B. [Settlement of fishing right in river/tank/bandh. [Added by C.S. No.5 dated 24.3.1954.]

- A model form of lease for settlement of fishing right in river/tank/bandh is given in Appendix A (11B). The lease should be registered formally]. (viii) Collection and removal of stones, sand, etc., from Government estates

34. [[Substituted by C.S. No.7 dated 23.11.1954.]

The following Rules are prescribed for the collection and removal of sand, stones, morum, limestone, etc., from Government estates. These Rules apply only to minor operations. For quarrying, collection and removal of sand, stones, morum, limestone, etc., on a large scale, the rule under Chapters III to VI of the [Bihar Waste Lands and Mineral Concession Manual, 1947] shall apply:-(i) Applications for collection and removal of sand, stones, morum, etc., required for commercial purposes shall be submitted to the Tahsildar or other superior officer in immediate charge of the Government Estate concerned, or to the Collector or Subdivisional officer to whom he is subordinate: Provided that no such application will be necessary when sand, stones or morum are required by any person for personal use, e.g., house-building and other domestic purposes, and not

for sale. Any such person will have free access to any such material without any let or hindrance or without any restriction on removal thereof, and may remove such material for the aforementioned purposes free of royalty.(ii)The applications filed for collection and removal of materials for commercial purposes under sub-rule (i) shall state the approximate quantity of each kind of material required.(iii)The materials referred to in sub-rule (ii) will be removed from such sites only as have been selected by the Tahsildar or other superior officer with the approval of the Collector, and the permit to be granted for the purpose shall be drawn up in the form given in Appendix C (1).(iv)The rates of royalty to be levied in respect of applications filed for collection and removal of materials for commercial purposes under sub-rule (i) shall be determined in each case by the Collector, subject to the approval of the Commissioner, in accordance with the existing market rates and local circumstances.(v)The materials referred to in sub-rule (ii) shall be stored in convenient places for measurements and check by the Tahsildar or other responsible officer not below the rank of Kanungo.]

Chapter III

Rules for the maintenance of records in Government estates other than town khasmahals or estates for which special rules exist.

35. What records to be maintained.

- The record to be maintained under these Rules are as follows:-(i)When there has been a record-of-rights the khasra plot index, the 16 inch map and the continuous khatian (Register IB). When the estate is proprietary, and also where there are tenure-holders, it is also necessary to maintain the khewat of proprietors and the khewat of tenure-holders.(ii)When there has been no record-of-rights-the khasra (if any), the map (if any) and the jamabandi register IA.(iii)If there has not been a regular survey and there are no field numbers. The corrections described in Rule 49 will be made with reference to boundaries and names of tenants. In such cases a copy of register IA will have to be kept both at the head office and by the Tahsildar, in order to enable the provisions of Rule 36 to be carried out.

36. Procedure for correction after completion of a record-of-rights.

- The rules and procedure for making settlements of Government estates are contained in the Bihar Survey and Settlements Manual. The following procedure should be adopted upon completion of a survey and record-of-rights for the systematic correction of estate record:-In the case of Government estates, a record-of-rights may be prepared either in the course of settlement of a particular estate alone or in the course of general operations for an area in which the estate falls. In either case it is equally incumbent on the Collector to bring his estate records in all respects, and not merely in respect of the rents payable, into agreement with the finally published record at the earliest opportunity. The Collector should obtain from the Settlement Officer, as soon as the records are ready for final publication, if no rent-settlement is to be made, and immediately after final

publication, if a rent-settlement has already been made, and immediately after rent-settlement if made after final publication (e.g., in Chota Nagpur), two copies of the khasra plot index of the map and of the continuous khatian. If there are any tenure holders in the estate, two copies of their khewats and of the continuous khatian of their tenures will be obtained; and if the estate is proprietary, two copies of the proprietor's khewat. If, however, there is no mufassal office of the estate, only one copy of all the above mentioned records will be necessary. The Collector should definitely inform the Settlement Officer, in good time, whether he will need one or two copies of the records. Upon receipt of the records from the Settlement Officer the Officer in charge of Government estates will submit a note specifying the estate records which need correction, with a programme for the systematic carrying out of the work of correction. If possible the work should be completed before the ensuing cold weather. The Collector will determine whether it is necessary that progress reports of correction work should be submitted to him. If for any reason the officer in charge consider that an entry should be retained in an estate record which is discrepant from the record of rights he should have a note prepared on the matter. These notes should be consecutively numbered, and preserved as B class papers. Orders on each note will be passed by the Collector or by the Officer in charge in accordance with the instructions laid down by the Collector in this respect. The only addition that will be made in the continuous khatian is the entry of miscellaneous legally payable demands of a non-agricultural character such as banker, phalkar, basouri, etc. These will be entered in either the "rent" column or the column of remarks according to the space required for such entries, in distinctive ink, and each such entry must be duly initialled.

37. Changes in records.

- Apart from alterations due to survey and Settlement the records will also require correction to keep them up to date on account of-(1)Transfer of or inheritance to holdings.(2)Sub-division or amalgamation of holdings.(3)New settlement of unoccupied or additional lands or of purchased holdings.(4)Abatement of rent.

38. Staff to ascertain changes.

- Notices of transfer under Tenancy Acts should be utilized to correct records. The khasmahal staff should also always be on the alert to ascertain changes that entail correction of registers. If the tahsildar during the course of any local enquiries or during the local collection of rents finds that the persons in possession of holding are not the recorded tenant's or that holding shown in the estate records to be unoccupied, has been occupied or cultivated he shall report the fact to the Khasmahal Officer who will at once start a mutation case. The tahsildar should also enquire at the time a tenant pays his rent whether he has any mutations to make. If he has, he should be asked to submit an application in the form given below which should be supplied to him free. He may take the form away, if desired to fill it up or ask the tahsildar or his muharrir to do it for him.

Serial No.	Date of application.	Name of person applying for mutation.	His continuous khatian number or jamabandinumber.	Particular of mutation required.	Remarks.
------------	----------------------	---------------------------------------	---	----------------------------------	----------

1 2 3 4 5 6

An amin or other measurement officer whenever he is sent to a village to make any measurement will also check all abandoned tenancies and plots of waste land and enquire as to alluvion and diluvion in the case of riverian estates and submit a report to the tahsildar in regard to any application for unoccupied lands which may be made to him and generally on all matters connected with such lands. Note. - The term "tahsildar" includes patwari for the purpose of this rule.

39. Fees for mutation cases.

- This rule governs application for mutation filed by occupancy raiyats, tenure-holders and raiyats holding at fixed rates. Mutation involves change in the name of the occupants of the holdings due to-(a) succession or inheritance; (b) transfer by sale, gift or exchange; and (c) partition. So far as the Khasmahal is concerned succession by inheritance does not affect the position of the occupancy raiyat. In such cases the application should not bear any court-fee stamp. In case of succession to a permanent tenure and a holding at fixed rates a tenant has to deposit with the Collector the usual landlord's registration fee prescribed by the Bihar and the Chota Nagpur Tenancy Acts. This also applies to cases of transfer of occupancy holdings, permanent tenure or holdings at fixed rates. When an occupancy holding is partitioned by an order of a court or otherwise, no fee is chargeable on an application for mutation in such cases. In case of a partition of a permanent tenure or a holding at fixed rates an application for mutation should bear one rupee and fifty paise court fee stamp together with a surcharge of 65 paise only. All applications for mutations should on receipt be entered in Register 27 in which the following two columns should be added before use:-(1) Date on which correction of Khasra and Khatian is made. (2) Signature of the officer who authenticates revision. If on enquiry by the Tahsildar, it is found that the application is unopposed no entry need be made in Register 8. But should it be opposed a mutation case should be started and transferred to Register 8. A case should also be started at once and entered in Register 8, if a mutation already allowed is challenged by an applicant.

40. Tahsildar's enquires.

- Mutations which involve (i) changes in names only of occupants of tenancies as in cases of succession and inheritance or (ii) transfers by gift, sale or exchange of whole plots which do not require any measurement should be enquired into and reported upon by the tahsildar in the form given in Appendix C (2), specifying the jamabandi or continuous khatian numbers affected. If only some plots of a tenancy are transferred, the numbers of the plots in the khasra and their areas and the effect of the mutation on the rent roll must be fully explained. If a new tenancy has to be opened it must be given a number in continuation of the last tenancy number. An old tenancy will retain its original number.

41. Subdivision of holdings.

- Except when an occupancy holding has been the subject of partition by an order of a court or otherwise as provided for in Section 25-A of the Bihar Tenancy Act. District and Settlement Officer may at their discretion recognise partition of tenancies in Government estates. The convenience of tenants should always be considered but the undue multiplication of demands of petty sums should be avoided. Where in mutation cases it is necessary to subdivide a field a map of the plots to be altered traced from the khasmahal map showing therein clearly in red ink the alterations required should be made by the tahsildar or the amin, as the case may be, and filed with the record. The new plots formed by subdivision will be given a number having for its numerator the number of the plot of which it originally formed a part and for its denominator a number in continuation of the last plot number of the village, For example, if the original plot number was 25 and there are 350 plots in the village, the new plot number will be 25/351. Where mutation is due to alluvion or diluvion a new map of the area should be prepared the old settlement lines being marked in distinct colours.

42. Amalgamation of holdings.

- In the case of individual tenants paying rent separately for different plots of land, it is an advantage, where the tenant consents, to amalgamate these tenancies into a single tenancy with a single demand, but pressure should not be put on a tenant to consent to such an amalgamation, except when there is an application to sanction a partition of a rent demand. Thus if a raiyat asks sanction to his purchasing from another raiyat a field paying a rent of [eight annas] [Now fifty paise.] only, it would be reasonable for the Collector to insist that the field transferred and the [eight annas] [Now fifty paise.] rent shall merge in the purchaser's existing holding and rent, and not be made a separate tenancy. It should be distinctly understood that these orders do not supersede the rules as to transfer of tenancies or parts of tenancies which have been framed for special tracts, such as the Santhal Parganas and the Kolhan Government estate in Singhbhum.

43. Abatement of rent.

- The rules regarding abatement of rent of Government estates are given in the Tauzi Manual. Vacant or unsettled lands may be the lands of abandoned, surrendered, resumed, escheated or purchased holding or they may simply be uncultivated waste. When settled they should be entered in the relevant Registers VIII and IXA concerned in forms given in Appendix B.

44. Reduction of rents in consequence of deterioration.

- The Collector may of his own motion, or on the application of the tenant concerned reduce the rent fixed for any tenant in a Government estate on the ground that the soil of the holding has permanently deteriorated through causes beyond the tenant's control, from the time when the rent of the holding was fixed, or that an improvement has failed which was taken into account when the rent of the holding was fixed under a reclamation lease. If the tenant is a tenure-holder, the Collector will not grant any reduction of rent unless the tenure-holder agrees to give a

corresponding reduction to his tenants affected, for all of whom the Collector will fix fair rents. No reduction is to be granted on account of the failure of an improvement which has been permanently exempted from assessment on the ground that it was effected by a raiyat holding at fixed rates or an occupancy raiyat.

45. Verification by tahsildars and superior officers.

- The tahsildar will verify by local inspection all the reports of the amin or other officers and submit his recommendations to the officer in charge of Government estates keeping a copy for his office record. The latter or an officer not below the rank of a Kanungo will similarly verify not less than 10 per cent of all ordinary mutations reported and all the reports regarding cultivation of unoccupied lands, the officer in charge being himself responsible for testing at least the important ones.

46. Correction of records.

- After orders have been passed by the Deputy Collector, or by the Collector in important cases Where it is considered necessary to take the Collector's orders or where there is an appeal to the Collector, the head office copies of the khasra, map and khatian, khewat or jamabandi register IA, as the case may be, should be corrected under the Deputy Collector's initial, the head of his office being responsible for posting the corrections; a muharrir will then fill up maintenance registers VII, VIII and IXA in the Forms given in Appendix B and will send to the tahsildar a correction slip indicating the exact nature of the changes to be made in his working copies of the khasra and khatian, khewat or jamabandi register IA, as the case may be and the amin should correct the map under the signature of the tahsildar.

47. Inspection of maintenance registers.

- The Collector in the course of his annual inspection is to examine, and the officer in charge of Government estates is to check, the maintenance registers and the result of such examination and check should be reported in the District Annual Land Revenue Administration Report.

48. Diluvion.

- Mutations due to diluvion should be shown in registers IA or IB and II. A note should be made regarding diluviated plots or portions of plots in the remarks column of the continuous khatian or jamabandi register IA, as the case may be.

49. Corrections how made.

- Blank forms will be supplied at the end of the continuous khatian volume or jamabandi register IA. Where the alterations regarding any holding are so numerous that they cannot be shown clearly against the original entry, that entry will be scored out and the entries relating to the holding will be entirely rewritten at the end of the volume, a reference to the new entry being made opposite the

original entry thus:- "Cancelled and transferred to khatian no. under the order in mutation case no of 2000....". But where the correction can be made on the page containing the original entry the latter need not be cancelled. The khatian will be corrected, and the reference to the mutation case number given on it, khewats where necessary, will be corrected in the same manner.

50. Maintenance of khasra and rewriting of khasra and khatians.

- The khasra will be merely a plot index in the following form:-

Number of khatian in which entered in-

Khasra No.	1935	1936	1937	1938	1939
------------	------	------	------	------	------

It will be convenient to rewrite entirely the khatians and khasras after a certain number of year when corrections have become numerous, under the orders of the Collector or Officer in charge of Government estates.

51. Systematic Periodical revision.

- The general enquiries prescribed in Rule 38 must be supplemented by a periodical and systematic revision of the records after periodic intervals which should, where practicable, not exceed four or five years. The exact period will be fixed for each estate by the Collector with the sanction of the Commissioner. The revision is intended to be both a means of recording mutation of names and still more a means of ascertaining changes which take place in the cultivated area of estates under management whether the property of Government or of recusant proprietors; with a view to the requisite modification of the rent roll either by the assessment of additional rent for new lands brought under cultivation outside the boundaries of holdings and tenures as originally settled or by the writing off of the rents of lands which have diluviated or been thrown out of cultivation.

52. Procedure where farmer agrees to maintain the record.

- Where in any Government estate a malguzar or farmer has executed a kabuliati in which he agrees to maintain or co-operate in maintaining the record a notice should be served on him every five years to report all changes. His report as to changes should be made in the form of the continuous khatian or of the jamabandi register IA, if there has been no record-of-rights, and the Government records should be corrected in accordance therewith in the manner prescribed in Rule 49 above after verification by a responsible officer not below the rank of a Kanungo.

53. Objects and method of revision.

- In estates which are fully developed there is little or no room for extension of cultivation and the revision need not be annual. The chief object of the officers in charge will be to see that lands relinquished by tenants are re-settled and the rents brought on the accounts. Similarly, where much cultivable waste lands exists, it is important that once a year a competent and reliable subordinate

should inspect the estate, map in hand, and note whether changes have occurred or not, through waste lands being brought under cultivation. If the changes are not so great as to render a regular remeasurement of importance, the requisite additions to, or reductions of, rent will be made on the report of the officer without the employment of an amin. If, however, the alterations in the cultivated area are large, an amin should be deputed to make measurements and the requisite modifications should then be made in the rent-roll. The Officer in charge of Government estates should give particular attention to this matter, and see that the inquiries are regularly made every year and the rent-rolls properly written up. He should himself also occasionally make local inspections. An annual return in respect of all estates will be submitted for the information and orders of the Collector who in turn will submit a return to the Commissioner in such form and for such estates as the Commissioner may prescribe. The Board does not prescribe a particular form of return for general use, since local conditions vary greatly, but the return should ordinarily give the name of each estate, the date of inspection, the name and designation of the inspecting officer, the result of the inspection as regards the changes observed, and the action taken with such additional particulars as may be found advisable.

54. Record of inspection of rent-rolls.

- All tahsildars, managers, etc. are required to maintain a record of inspections of rent-roll for the purpose of the compilation of the annual return of the results of such inspections.

55. Mutation Returns.

- Separate returns showing in abstract the mutations effected and the results of inspection of rent-rolls, respectively, in respect of Government estate during the preceding financial years should be forwarded by the District Officer punctually by the 1st May each year to the Commissioner of the Division, who will examine and utilize them for preparing Appendices VII and VIII of his Divisional Land Revenue Report which is due to the Board on the 31st idem. The forms of these appendices may be utilised for the returns but while the District Officers are required to furnish in the returns the names and other particulars of each estate, the Commissioners of Divisions should show in the appendices the total number only of estates in each district and a consolidated account of all of them.

Chapter IV

Account Rules

Part I – Rules for the guidance of tahsildars and other Khasmahal Officers employed in the collection of rents in Government estates.

56. List of registers.

- A list of registers to be maintained in various offices excluding certain special forms for use in the Damin-i-koh Government estate in the Santhal Parganas is given in Appendix B (1). The tahsildar will hang up in his office, (i) a yearly statement of demands and collections for each of the past 5 years, estate by estate and for his charge as a whole and (ii) a complete list of all his registers and in each register he must paste inside the front cover of each volume the instructions regarding that register.

57. Register I.

- Where there has not been survey and record-of-rights, this register will be in the form IA given in Appendix B(2). Where there has been a survey and record-of-rights it will be in form IB the continuous khatian. The tahsildar's register will ordinarily be a copy of the entries relating to his charge in the register IA or continuous khatian of the district or sub-divisional headquarters, but in special cases, and only with the sanction of the Commissioner previously obtained the tahsildar may be allowed to use the headquarters or sub-divisional office register. The tahsildar is not permitted to make any alteration or correction in either register IA or the continuous khatian except by the general or special order of the Khasmahal Deputy Collector. No alteration in the amount of the demand can be made except of an order in the prescribed form from headquarters. Such orders must be kept in due order in a separate file. One whole page, or more if necessary, must be allotted to each holdings, to allow for the entry of mutations. The Collector will prescribe for each estate such a form or order of mutation as he finds to be necessary.

58. Register II.

- Instructions for writing up this register are given, below:-(i)A separate page must be allowed for each tenancy. The area and annual demand as it changes from year to year must be filled in from register IA or IB in the space provided at the top. It will not be necessary to open a new register every year, as one page will probably last for three to five years. When it becomes necessary to rewrite the register, this should be done before the beginning of the year for which it is required for collection purposes. References to orders sanctioning abatements of demand, settlements of unoccupied lands, etc., should be entered in the space provided at the top of the page, while the authority for remission should be noted in column 3. The order of sanction should be produced before inspecting officers in support of such entries in accordance with the instructions laid down by the Collector.(ii)The year to which the entries of the tenant's account relate must be written bodily across the page and the entries of that year should be written below it.(iii)All demands must be written in red ink including demands in arrears for previous years, the current annual demand, any advance payment in previous years and any addition to the demand made during the course of the year.(vi)All payments or remissions must be entered in black ink.(v)Payments in respect of arrears must be entered in the columns of the years to which they relate.(vi)The total of these credit entries is to be struck only at the end of the year.(vii)If there is any balance the amount should be entered in black ink in all the columns below the total of payment.Note. - The Rules in this Chapter must be complied with exactly, unless, by a written order, which should be kept for the convenience of

inspecting officers, in a separate file by the tahsildar or by the headquarters office, as the case may be, the Collector has sanctioned a departure from any particular Rule.

59. Register III-A.

- In this register are entered all payments made direct by the tenant or his agent to the tahsildar, whether before or after the issue of a certificate. A separate volume, or distinct portion of a volume, must be kept for each separate estate. If the number of estates is excessive, an application should be made to the Commissioner for their amalgamation into one or more tauzi numbers under Rule 3, Chapter II, section III of the Tauzi Manual, 1951. This register must be written up, and the daily balance remaining in the hand of the tahsildar must be entered clearly, at the close of every day. A running total of columns 6, 7, 8 and 9 will be made and carried on throughout the year, the total of the first page being carried to the top of the second page, and so on. In this way the figures for the current year up to date can be ascertained at any time. The last entry in column 14 in any page will be brought forward to the top of the next page.

60. Register III-B.

- This register is intended for the entry of rent and cess paid, not to the tahsildar, but to the treasury, the certificate-officer or the Sub-divisional Officer. The money which the entries in this register represent, does not pass through the tahsildar's hands, and therefore, columns 11 to 15 of register IIA are not required in this register, and it must be fully entered up each day that transaction relating to it occur.

61. Register IV.

- This register, the general cash-book, should show all receipts, payments and remittances of money, except those which are on account of rent, cess and miscellaneous revenue which are included in register III-A. It must be written up at the close of every day. It is not an estate register, and accordingly every money transactions of the tahsildar, except those entered in register III-A, must be included in it. The daily balance in this register added to that of register III-A is the total amount which should be in the hands of the tahsildar.

62. Register V (Treasury pass-book).

- This register is kept only by those tahsildars who have been empowered by the Collector to use it.

63. Advices of remissions.

- When an advice of the remission of rent is received from headquarters it will be kept by the tahsildar on a separate file maintained solely for remission advices of the current year in which the advices are arranged according to the date of their receipt. He will acknowledge the receipt on the form sent with the advice list.

64. Advices of issue of certificates.

- When an advice of the issue of a certificate of arrears of rent is received from headquarters the tahsildar will keep it in a separate file, for the current year, in which the advices will be arranged in the order of their receipt.

65. Form of rent receipt.

- The rent receipts in use in Government estates in all the districts except the Santhal parganas are printed in the Form given in Appendix C (3). They are in duplicate, in book form, and are made with pen carbon paper. The original or upper receipt is made over to the tenant as his receipt for the payment made by him; the lower one is kept by the tahsildar in the book. Each book contains 50 Forms, in duplicate, and each Form is serially numbered in print, with a distinguishing letter A or B, etc. In each year there is one continuous serial number for all the books of the State and the letter indicates the year of printing. These books will be issued only under the orders of the Khasmahal Officer. They will be kept with the Nazir under lock and key but no book will be issued without the order of the Khasmahal Officer. The Khasmahal Officer will be responsible for seeing that no unnecessary receipt book is issued to a tahsildar and that no receipt books is unnecessarily retained by a tahsildar after the close of the year. The Khasmahal Officer shall examine personally each book both on issue and return and satisfy himself that the counterfoils are in order. When books are returned he shall also see that every blank page of those partly used up is marked "cancelled" with a rubber stamp, right across the body of the page and that those not used at all are destroyed in his presence. The fact of destruction should also be noted in the remarks column of Part III of the register of cheque books (vide Rule 33, page 100 of the Practice and Procedure Manual, 1939) quoting the serial no. and year of the book destroyed. The tahsildar must give receipts for the payments made in the new financial year on the new receipt forms for that year, and not on the old form of the preceding year. Accordingly, he must be careful to obtain the requisite supply of the receipt forms for the new year in good time. When he has prepared his return no. I for the whole year and it has been tested after the close of the year by the inspecting officer, he must return all his receipt books of that year, whether entirely used up or not, to the nazir through the Khasmahal Officer. The khasmahal clerk will be responsible for bringing to the notice of the Khasmahal Officer if this is not done.

66. Mode of payment of various dues.

- Payment may be made on account of rent, cess, interest on arrears (for which certificates have been issued) and for miscellaneous demands and may be made by a tenant of a khasmahal in one or other of the following ways:-(a) Voluntary payment to the tahsildar by cash or money-order. (b) Voluntary payment direct to the treasury or sub-treasury. (c) Voluntary payment by money order to the Sub-divisional Officer of a Sub-division which has not sub-treasury. (d) Payment after the issue of certificate to the certificate department. (e) Payment after issue of certificate to the process-serving peons. (f) Payment after the issue of a certificate to the tahsildar.

67. Payment to the tahsildar.

- When payment is made to the tahsildar by cash or money order, he will give receipts for cash in the form of rent receipt but for money order he will merely sign the receipt contained in the money-order form and make it over to the post office. He will at once credit the amount received in register II and register III-A noting the number and date of the receipt granted or of the money order coupon retained by him as the case may be. He will also initial the coupon and keep it in the guard file of challans.

68. Correctness of tenant's account.

- When a tenant makes a payment he must be asked whether he admits the correctness of the account. If he does not, a note must be made in register II by the tahsildar that the tenant objects to the correctness of the account and reports of all such objections must be submitted to the Deputy Collector in charge of khasmahals in such form and at such periods as the Collector may from time to time direct. For each separate payment the tenant must be given a separate receipt in which the date of the actual payment must be entered.

69. Payment by person other than a recorded tenant.

- Where owing to the pendency of a mutation case or application for sub-division or amalgamation, payment is made by a person not a recorded tenant in respect of a holding or tenure and the tahsildar cannot for the above reason or some other ground of objection grant a rent receipt in the prescribed form the payer will be granted a receipt in the form issued by the nazir to the process-servers and the amount will be kept in revenue deposit till the final disposal of the application or withdrawal of the objection when the amount will be transferred for the credit to the proper head of accounts and entered in the proper registers. But the payment should be shown in the cash book on the date of receipt.

70. Voluntary payment to the treasury or sub-treasury.

- When payment is made direct into the treasury or sub-treasury, by cash or money-order, the accountant will send a copy of the challan to the Khasmahal department, which will send the challan with an advice list to the tahsildar concerned. The tahsildar will retain the challan, and return the advice list with a note stating that all payments shown in the advice list have been entered by him in Register II and Register III-B.

71. Direct payments by money-order to the Sub-divisional Officer of a sub-division which has no sub-treasury.

- When payment is made by money-order to a Sub-divisional Officer in charge of the khasmahal of a sub-division where there is no sub-treasury, the money on receipt will be entered in the nazir's cash book, and then deposited in the treasury. A report will be called for from the tahsildar, and the

amount will be taken out of deposit and refused or credited under the proper head in accordance with the report. If it is credited, the khasmahal department will send one challan and an advice list to the tahsildar, and the other will be kept by the treasury. The tahsildar will proceed as in the above Rule.

72. Payment to the certificate department.

- When the sum due is realised by the certificate procedure, and is credited by the nazir into the treasury or subtreasury, the certificate department will send two copies of the challan to the khasmahal department which will send one copy with an advice list to the tahsildar, who will proceed as in Rule 70.

73. Payments to the tahsildar after certificate.

- When payments are made to the tahsildar after certificate he will send a report in duplicate to the khasmahal department. The department will send the report to the certificate-officer, who will make the requisite entries in his registers and will return the report with a note either (i) that the certificate has been satisfied completely and proceedings stopped, or (ii) that the payment has been noted by him and the balance remaining for recovery is Rs The khasmahal office will retain one copy of the report and return the other to the Tahsildar. In other respects the tahsildar will treat the payment as his own collection.

74. Remittance of cash by the Tahsildar.

- When money is paid to the Tahsildar, if he is at headquarters he must credit it into the Treasury (or subtreasury) on the day of receipt, or on the next day if the treasury is already closed. If he is not at headquarters he must make remittances to the treasury or subtreasury at such intervals as the Collector may prescribe. These intervals will be so fixed that the amount at any time in the tahsildar's hands should not exceed the amount of his security deposit. He must also remit even within that period when the amount in his hand equals to his security deposit. If the Tahsildar has a pass-book (Register V) he will send the pass-book and duplicate challans to the treasury. If he has not, he will send triplicate challans. The pass-book in the former case, and a copy of the challan in the latter, will be his voucher. When remitting money to the treasury rent and cess must never be included in the same challan, nor may the receipts of different estates be included in the same challan. Note. - In khasmahal circles situated at a distance from the district or subdivisional headquarters, the Tahsildars are permitted during heavy collection season to make remittances of cash to the treasury or sub-treasury by postal money-order the cost of remittance being charged to the contingent grant.

75. Return No. I.

- In return No. I should be furnished the demands, collections remissions and balances of rent and cess of estates under direct management of Government. The first return is for the half-year ending

the 30th September, the second is for the whole year from the 1st April to the 31st March. In the first return columns 24 to 30 should be left blank. In the second return all the columns should be filled up. A separate return is required for each estate. The figures for demands, collections remissions and balances for this return must be prepared from the Tenant's Ledger (Register II) by means of a compilation sheet. The figures for collections must then be agreed with the total figures of collections for the period in question separately compiled from Registers III-A and III-B.

76. Return No. II-Progress statement of collections.

- In this statement are shown not only all the collections made by the Tahsildar and entered in register III-A but also all payments made to the Certificate Officer, etc., which are entered in Register III-B. The period for which this statement is to be submitted will be fixed by the Collector by a separate order.

77. Return No. III-List of defaulters.

- As soon as possible after the close of the year the Tahsildar will submit a list of defaulters in the form of return III. A defaulter for the purpose of this rule is a person who has not paid his dues on or before the 31st March. If any defaulter has paid up his dues in part or whole after the close of the year a note of that fact will be made in column 17 but the defaulter's name and arrears will appear in the return. The return will be scrutinized and tested by the Khasmahal Officer or any other officer not below the rank of a Kanungo deputed by the Collector for the purpose, who will, after such enquiry, as may be necessary, pass order in which cases certificates are to be issued. He should certify on or before 1st July, to the Collector that this has been done. In addition the list will be scrutinised locally at such period as the Collector may prescribe.

Part II – . Rules of account for the guidance of the Officers in charge of Government estates at headquarters, including Sub-divisional Officers.

78. List of Government estates to be kept in each district.

- In every district office, a list of Government estates (including Government estates situated in mofassil sub-divisions) should be maintained in the form given below. Such a list should be maintained separately in each sub-divisional office for the Government estates in mofassil sub-divisions. The list should be periodically revised and brought up to date. All notes must be signed and dated by the Officer making them, showing his official designation and countersigned by the Sub-divisional Officer or the Khasmahal Officer.

Name and number	Area roll	Rent	Situation	Method of assessment and	Whether subject to	When and how surveyed	Whether a record of	Whether held by khasor framed out	Whether to be retained	How it becomes Government
-----------------	-----------	------	-----------	--------------------------	--------------------	-----------------------	---------------------	-----------------------------------	------------------------	---------------------------

of estate				collection	alluvion or diluvion	is inexistence		or sold		estate
1	2	3	4	5	6	7	8	9	10	11

79. The rent-roll Register I.

- When a record-of-rights has not been prepared the rent-roll will be kept in form I-A given in Appendix B(2). In estates for which a record of rights has been prepared it will be kept in form IB, the continuous Khatian form of the record. No alteration in the rent-roll can be sanctioned by any authority lower than the officer in charge. The Rules relating to mutations in these registers are prescribed in Chapter III.

80. Re-copying of the rent-roll.

- Whenever a new rent-roll of an estate is prepared by copying from the old rent-rolls it must be carefully compared by a Gazetted Officer in respect of every item, and he must attach a certificate to the new rent-roll that he has compared all the entries, and that they are correct. He should state the number of pages which the rent-roll contains. The order for recopying should be preserved as on a paper

81. Village note-book.

- An officer in charge of Government estate should keep a village note-book in which he should enter all matters of interest regarding individual villages of the estate and the people in them which may come to light from time to time. This will, to some extent, lessen the evil that arises occasionally for want of continuity, and will also be a very useful record of improvements needed. When any such officer hands over charge of his duties the fact that this note-book has been made over to his successor should be reported formally to the Collector.

82. Maintenance of maps showing estates.

- The Deputy Collector in charge of khasmahals should provide himself with a map of the district on the scale of 1 inch = 1 mile, on which he will colour the villages held khas in light red and those held otherwise than khas in pale blue. When the entire village is not so held, only the proportion of the village area held will be so coloured. The thana maps (with lists of villages) prepared by the settlement department or the 1" maps published by the Survey of India (new standard sheets and 1" maps based on older surveys) should be utilised. If in the case of any district the 1" maps published by the Survey of India do not show village boundaries, the district maps on the scale 1" = 4 miles may be used, the village names being underlined in red or blue. Note. - Village boundaries are not shown in the 1" maps published by the Survey of India except on certain sheet relating to the districts of Shahabad, Saran, Champaran, Muzaffarpur, Darbhanga and Purnea.

83. Record of cases sent for local enquiry.

- The practice of sending petitions or other papers for local enquiry or report to Tahsildars, Kanungos or other officers without taking proper measures to prevent the case from being lost sight of is to be avoided. When such reports are called for a returnable date should always be fixed and order sheet prepared. A copy of the order sheet will be kept by the court concerned so as to ensure that the case regularly appears on the case diary and is not lost sight of.

84. Comparison with Registers 32 and 40.

- The permanent demand of an estate, which is shown in the rent-roll, must agree with the demand as shown in column 5 of Register 32 (Register of estates under direct management) kept in the munshikhana. As soon as any alteration is made in the demand whether by abatement, settlement or resettlement, entry of the fact should be noted in the rent-roll, in Register 32 and also in Register 40 (Alterations of assessments) kept in the Tauzi Department. Remissions are not be recorded in these registers but in a separate register VI maintained for the purpose. It is the duty of the officer in charge of the khasmahal department to satisfy himself at the end of each year that these three registers are in agreement.

85. Alteration in the demand in the rent-roll.

- Every alteration in the demand in the rent-roll must be verified and initialled with the date, month and year, by the Gazetted Officer in charge and must be communicated to the Tahsildar to enable him to correct his copy, the form in which the alteration of the demand of a tenancy should be communicated to him should be prescribed by the Collector. To his form should be attached a receipt to be signed and returned by the tahsildar certifying that he has made the necessary corrections of the demand.

86. Index of alterations of the demand.

- In order to facilitate the checking of these alterations in the demand they must be entered in a manuscript register in the following form (the entries for each estate being kept together in a separate portion of the register):-

Name of estate	No. of estate	Year							Date from which the new assessment will take effect	Remarks
Number of tenancy in rent-rolls	Name of village	Authority giving Order date of order	Initial of officer and date of making corrections in the rent roll	Previous demand	Sanctioned demand	Increase in demand	Decrease in demand			

87. Estates let out in farm.

Year in which settlement expires. Tauzinumber of estate. Serial number in Register 32A.

1 2 3

28

90. Advices to Tahsildars.

- Advices to a Tahsildar regarding (i) the correction of the demand in the rent-roll, (ii) payments of rent made at the headquarters, (iii) remissions, and (iv) certificates, will be numbered serially a separate serial being kept for each class. In the Tahsildar's office there will be four files of such advices (challans sent with them). Advices regarding other alterations of the rent roll should not be included in the serial for corrections of the demand. Care must be taken that an acknowledgement is obtained from the Tahsildar for every advice, and if in any case it is not received, an enquiry must be made from him.

91. Progress statement of collections.

- The Gazetted Officer watches the collections of the tahsildars by means of the progress statement prescribed in Rule 76. The periods for which this return is submitted by the tahsildars are prescribed in a special order by the Collector and depend on the peculiarities of the estates and the progress made in collections. The statement must be checked by the Gazetted Officer with the figures shown in the tauzi ledger for the same period, and any discrepancies investigated at once. It is particularly important to make sure that sums collected in April after the close of the year are credited at once and not retained in the hands of a Tahsildar. The statement is then submitted to the Collector for his information and for any orders that may be required.

92. Remission and suspension of revenue demand.

(a) The Rules regulating the remission and suspension of the demand of land revenue on the occasion of widespread calamities are contained in Chapter II, Section XX of the Tauzi Manual, 1923. So far as accounts are concerned, the duty of the headquarters office is to give timely notice of the orders to the Tahsildar, with a careful definition of the class of tenancies or enumeration of the individual tenancies concerned. (b) The cases of individual tenants in arrears are dealt with upon the scrutiny of the arrear list (see Rule 77) by the Gazetted Officer. Recommendations for remission must be submitted for orders to the Collector. When a remission is granted, the tenancy is entered in the Remission Register VI which is to be maintained at headquarters only in the forms given in Appendix B (9) and a copy of the entry is forwarded to the Tahsildar along with an acknowledgement form to be returned by him duly signed. The authority who is competent to sanction remissions in khas mahals is the Collector, up to a limit of Rs. 100 for each separate estate. Above that limit the sanction of the Commissioner is necessary (see Rule 6, Section XVIII, Chapter II of the Tauzi Manual, 1923).

93. The arrear list.

- The local checking of this list, which is prescribed in Rule III (f), should be made as soon as possible after the end of the financial year. The Gazetted Officer will as a result of the checking, make any recommendations to the Collector that may be necessary for the remission or suspension of the demand against individuals. Regarding other arrears he is empowered to order the issue of

certificates.

94. Interest is not to be charged on arrears except on demand for which a certificate has been signed.

- The Board has ruled that interest is not to be charged on arrears of rent in khasmahals. In such estates the rent is analogous to revenue, and interest is never charged on revenue, the powers of enforcing payment being more summary and stringent than in the estates of private individuals. This prohibition does not apply to interest under Section 17(a) of the Public Demands Recovery Act (Bihar and Orissa Act IV of 1914) on demands for which a certificate has been signed. As regards the levy of interest from the date of signing the certificate up to the date of realisation, i.e., actual recovery of the demand, instruction 9 (2), pages 107-108 of the Certificate Manual, 1937, excuses interest in the following cases:-(a) No interest should be charged on any amount below Rs. 12. (b) No interest shall be charged in any case where the period between the date of making the certificate and the date of realisation is two months or less. In cases where this period exceeds two months, interest shall be charged for the whole period, counting from the date of making the certificate, subject to the provisions of clause (c) below. (c) Fractions of months, when the period exceeds two months, and fractions of rupees, where the amount exceeds Rs. 12, should be disregarded. (d) The interest charged should be entered on the notice of attachment or warrant of sale along with the original amount of the certificate and the process-fees due.

95. Issue of certificates.

- The Board has observed that in most districts there is a want of promptness in taking out compulsory process for the recovery of Government demands. Of course, if there is a bad season, consideration must be shown and the tenants must not be pressed. But, this and other exceptional reasons apart, punctual payment should be enforced.

96. Certificate procedure not normal method of collection.

- At the same time it must not be forgotten that the certificate procedure is not to be looked upon as the normal method of collecting the dues of Government. The officer responsible for collection must certify, when applying for a certificate, that he or one of his responsible subordinates has personally demanded payment of the arrears, or furnish a satisfactory explanation of the omission to do so. The Certificate Officer will be justified in not decreeing costs against the certificate-debtor, if the latter pays up the demand promptly, unless the requiring officer can satisfy him that the debtor was given proper warning before hand. Note. - In the cases where it is not possible to make a personal demand for payment of the arrears, post-card warnings, as laid down in Rule 1 at page 109-110 of the Bihar Certificate Manual, 1937 should invariably be issued before the officer responsible for the collection of rents applies for a certificate.

97. Procedure in connection with certificates.

- The khasmahal department will prepare the draft certificates, in Form No.1 of Schedule II of the Bihar and Orissa Public Demands Recovery Act, 1914, and send them to the Certificate Officer for signature and execution. The Tahsildar must always be advised of the making of a certificate, and the advice sent to him should show the name of tenant, the number in the rent-roll and the amount and year for which the certificate is made and also the number of the case in register X and the date of filing of the certificate. An acknowledgement should be attached for his signature.

98. Return No.1.

- The first return for the half year ending the 30th September should reach the Commissioner and the Board by the 15th November and 1st December, respectively, and the second for the whole year, from the 1st April to the 31st March, by the 16th July, and 31st July, respectively. In case of delay a full explanation should always be furnished with the return. In the copy intended for the Commissioner's office figures should be shown separately for each estate, but in the copy intended for the Board sub-divisional totals only need be given. Rent, cess and miscellaneous demands should be shown separately for each estate, or subdivision, as the case may be, in three lines, and the grand totals should also be struck in three separate lines. The annual demand will be taken from the previous years returns subject to the net alterations during the year as shown in Register 40. Arrear demand and advances will be taken from the last year's return, while the current demand will be the annual demand minus advance payments for the year in question. Collections will be entered up from Registers III-A and III-B and remissions from Register VI. The balances will be obtained by subtraction of collections and remissions from the demand. To facilitate check of the progress of collections the return should be supplemented by a statement in the form of return I, part II, comparing the results with those of the corresponding period of the preceding two years. The return forwarded to the Board should be accompanied by a copy of any remarks of other than a routine nature recorded by the Commissioner on the return as submitted to him.

99. Collections shown to be compared with fauz/ledgers.

- The return is submitted half-yearly in order that the Commissioner and the Board of Revenue may watch the progress of collections. Before submitting this return to the Collector the officer in charge must scrutinize it with special care. In particular the total collections shown in the return must be compared with those shown in the tauzi ledgers for the period covered by the return. A khasmahal officer is particularly required to make sure that all collections made by a Tahsildar during March are credited into the treasury during April.

100. Entry of new estates.

- When an estate is purchased by Government at a revenue sale or becomes the property of Government by escheat or in any other way, a summary settlement must be made with the existing tenants pending regular settlement. The yearly demand so ascertained will be entered in column 5 of

return I and also in Register 32 and Register 40.

101. Unidentified and diluviated estates.

- When an estate which has been purchased by Government at a land revenue sale cannot be identified, the demand in column 5 of return I will be the amount of land revenue previously payable in respect of the estates, as shown in the tauzi roll, unless and until it is abated by competent authority. Such estates should be entered in Register 32 (like diluviated estates) the demand being shown in the "remarks" column along with a note of the inquiries made to the estate.

102. Estates under resettlement.

- When an estate is under resettlement the entry to be made in column 5 of return I is the annual demand which was imposed at the last previous settlement, subject to the alterations duly made in it since then. This demand should continue to be shown in the return, and collections should continue to be made accordingly, until the completion of the new settlement.

103. Scrutiny by Tauzi Deputy Collector.

- The Tauzi Deputy Collector is required to certify that the sums noted as collected against each estate during the period under review agree with the total of the sums entered in the Tauzi ledgers as paid within that period in respect of that estate. As regards khasmahal estates, the accounts in the tauzi department are not kept kistwar, the whole demand for the year being treated there as realizable from the 1st of April so as to admit of easy adjustment with the khasmahal accounts which are only balanced yearly. Only the sums unpaid at the end of the year are treated as arrears. Note. - For the purpose of preserving agreement with annual return XII the khasmahal accounts in the Tauzi Department should be balanced on the 31st March. Where various kists are recognised, and, in the absence of special arrangements with the tenants to the contrary, there must be quarterly kists, the accounts can be balanced at the close of any kist at which it is found expedient to file a certificate against a tenant; and this can also be done at the close of the agricultural year should a tenant demand a clearance receipt then.

104. Comparison of cess and sayer collections with Treasury Accountants' registers.

- A comparison must be made at least once in every year between the khasmahal department figures for cess and sayer collections in estates held under direct management and the figures shown in the Treasury Accountant's registers, and a certificate must be given at the foot of half yearly return I whether this has or has not been done in the half-year under report.

105. Comparison of return No. 1 for the year with return XLI.

- Return No.1 for the year should be compared with the annual return XLI, and a certificate should be submitted with the former return to the effect that the comparison has been made in respect of each estate included in the return and that the figures in the two returns agree. The agreement as to the demands and balances shall be certified by the Khasmahal Officer and as to collections by the Tauzi Deputy Collector. If they do not agree it should distinctly be stated that the discrepancies have been explained or reconciled.

106. Explanation of balances.

- General, and not detailed explanations of outstanding balances should be furnished with return I for the year classified as follows:-(i)Amount under realization by amicable arrangement.(ii)Amount under recovery by certificate.(iii)Amount proposed for remission.(iv)Amount realized since the close of the year.These explanations are not to be given in kistwar return X, but the general result of the collections should be reviewed in that return, as laid down in Rule 8-A, page 60 of the Tauzi Manual, 1923.On the other hand, no explanation is required in return I of the changes in the total annual demand of an estate, because such explanations are given in detail in respect, of each estate in kistwar return X and the kistwar abstract.

Chapter V

Tours and Inspections

107. Tours of Khasmahal Officers.

- The standard of touring of khasmahal officers should be fixed at 90 days including 60 nights. If Commissioner considers that in any district, owing to the small area of khasmahal, this rule should be relaxed, this may be done with the Board's approval. The Khasmahal Officer should get in more personal touch with the tenants. The Collector should also camp in khasmahal villages and give opportunity to tenants to approach them and put forward their grievances and make suggestion freely.(Board's circular letter No. 8-159-1, dated the 8th November, 1946 and No. 8-6-13, dated the 4th December, 1947.)

108. Supervision of the tahsildar and local inspection of their papers.

- The officer in charge, that is, the Khasmahal Manager, Deputy Collector, or Subdivisional Officer, must be familiar with the accounts rules for the guidance of tahsildars. He is responsible for ensuring by half-yearly local inspections of the tahsildars officers that they are being duly carried out.

109. Inspection.

- All Government estates must be inspected locally once a year and the accuracy of the accounts tested by the Collector, or an Assistant or Deputy Collector under his orders, or by the Sub-divisional Officer in the case of estates lying within a sub-division. The necessity has been insisted on by Government and by the Board in its Circular No. 8 of February 1881, reproduced in Appendix E (2). Notice of this inspection must be given in good time to the tenants, who should be ordered to attend with their receipts. In addition headquarter's offices must also be inspected. In Appendix F a set of questions is prescribed for the use of officers inspecting both headquarters and tahsil offices.

110. Surprise inspections.

- In addition to the inspections of which notice is given, it is essential the surprise inspections should also be made as possible. These will compel the tahsildar to keep his accounts and registers up-to-date and to remit collections promptly. The enforcement of this rule is the special duty of the Collector, who should satisfy himself that the visit are made in such circumstances as to be really unexpected.

111. Method of inspection after-notice.

- When making an inspection after notice the Gazetted Officer should have before him all the tahsildar's registers. He will then proceed to:-(a)compare the duplicate receipt with the receipts held by the tenants, and with the entries in Register II and in Register III-A (or III-B);(b)check the totalling of Registers III-A and III-B and the correctness of the account-keeping in Register II;(c)Compare the entries of all remittances to the treasury in Register III-A with the tahsildar's pass-book or challans, and in particular see whether the tahsildar delays in making remittances and whether the amount at any time in his hands has been excessive compared with the security given by him;(d)scrutinize the alterations in the rent-roll which affect the demand comparing them with the corresponding entries in Register II and the parwanas received by the tahsildar under Rule 57;(e)check all remissions entered in Register II with the advises received by the tahsildar under Rule 63, beginning from the date of the last inspection;(f)check the arrear list (Return no. III) by questioning the defaulter about the accuracy of his account, or by a reference to register II if he is absent;(g)inspect the stock of rent-receipt books, to see that it is not excessive and that all the books are of the current year's issue;(h)discuss with the tenants the agricultural experiments, the expenditure of the money allotted for improvement (which should be inspected), and the need of further improvements in respect of water, sanitation, roads and markets. Items (b), (c) and (d) do not require the actual presence of the tenants and can be taken up before or after the other items. Complaints regarding settlements of abandoned tenancies or waste lands can be more conveniently taken up when mutations are being inquired into, and item (h) should be taken up on the same occasion, if there has been no time to spare at the accounts inspection.

112. Employment of ministerial assistance in checking accounts.

- In exceptional cases, and with the previous approval of the Collector the work of checking the entries in the khasmahal registers may be done by a responsible ministerial officer; but it is essential that he should do this under the supervision of the Gazetted Officer and that the latter should not only recheck a percentage of his work but should also check a percentage of other tenancies.

113. Amount of checking.

- The number of items or length of the period to be checked by the Gazetted Officer and the ministerial officer, separately, should be definitely prescribed by the Collector. If the checking is by numbers, these should be checked in the case of large estates 15 per cent of the entries covering a period of one year in all, and in the case of small estates 30 per cent of such entries. The checking officer will certify in writing the number of items checked (or the length of the period checked) and that he has checked all remittances in register IIIA with the entries in the pass-book or duplicate challans, and these certificates will be preserved in a separate file in the headquarters office. In checking registers II, IIIA and IIIB, the officer must initial each item checked. Note. - The Board desires that in those estates in which the percentage of collection drops below the percentage prescribed in Appendix II, page 202 of the Bihar Tauzi Manual, 1923 the percentage of receipts to be checked with the books should be in the inverse ratio, for example, if the actual collection be $\frac{1}{4}$ th of the prescribed standard the percentage of check should be increased by 4th, provided the maximum may not exceed double the limit mentioned above. The District Officer is expected to use his discretion wisely in this matter.

114. Agricultural deterioration to be reported promptly.

(1) It is the duty of Subdivisional and District Officers to report promptly the existence of any agricultural deterioration, and such reports should be forwarded by the Commissioners, with their own views, to the Board of Revenue for orders. In the case of both Government estates and temporarily settled private estates it will be a matter for consideration whether abatements or suspensions of revenue or rent should be granted. (Vide Sections VII and XX Chapter II of the Tauzi Manual, 1923). The reports will be forwarded, when the Board thinks necessary, to the Director of Agriculture. (2) Agricultural deterioration has been described by the Government of India as including (1) occasional failure, that is, "Sudden distress due to unforeseen calamity, such as failure of rain, hailstorms, inundation, etc., requiring as a rule, immediate relief", (2) gradual failure, that is, "gradual deterioration due to ascertainable causes, requiring early and special measures of prevention and relief", instance of which are cattle murrain, swamping due to interference with drainage by railway embankments or canals, the growth of noxious weeds and causes which gradually reduce the value of land or affect the prosperity of the people, and (3) persistent failure, that is, failure to reach the highest attainable standard of production due to causes or defects of a more or less persistent character and requiring prolonged investigation, such as want of irrigation, frequent liability to failure of rain, insufficiency in the wood or fuel supply, cattle-diseases, plant diseases and blights, want of drainage, the prevalence of saline efflorescence, proved imperfections in agricultural practice, the want of suitable manures, and so on.

Chapter VI

Cost of management and budget grants

115. Tahsildari schemes.

- A minimum rental of Rs. 4,000 has been fixed for an estate or group of estates as the qualification for management by a special tahsildari establishment. Estates and groups of estates with a rental of less than that amount which cannot be included in an existing scheme or amalgamated with other adjacent estates to form a new scheme, must be managed without additional cost by the subordinate executive establishment of the district.

116. Qualification of a Tahsildar ora Patwari.

- When the tahsildari establishment includes a patwari he shall not be employed on collection work but should be treated only as a clerical assistant to the tahsildar. No one should be appointed as tahsildar or patwari even as a temporary measure in any Government estate unless he is a competent surveyor, able to do planetable survey nor should he be allowed to remain in the same circle for more than three years except under the special orders of the Collector or more than five years without the approval of the Commissioner. Note. - The patwaris in the Government estates in Purnea make collections and are paid by commission.

117. Statement of landed property to accompany nominations to posts of managers, etc.

- Nominations to posts of managers, sub-managers or tahsildars must be accompanied by a statement of the landed property owned by the nominee in the following form;-

Name of nominee	Description of the locality such as district, sub-division, thana, mauza, etc., where the landed property lies	Nature and extent of the interest owned	Annual value	The method, inheritance purchase and the like, by which acquired	Date of acquisition (approximate)	Remarks
1	2	3	4	5	6	7

The information given in the statement will be entered in Register No. 45-A which will be maintained in the office of the authority making the appointment.

118. Security of tahsildars.

- Under Rule 211 read with Rule 208 of the Board's Miscellaneous Rules, 1958, each tahsildar is required to furnish security and two sureties.

119. Acting allowance Rules.

- Muharrirs and Patwaris of Government estates in districts other than Palamau are allowed when they act for tahsildars, an acting pay not exceeding double their substantive pay or Rs. 30 a month, whichever is less. In Palamau the acting pay of khasmahal muharrirs is limited to a maximum of 50 per cent of their substantive pay.

120. Permanent travelling allowance.

- A list of tahsildars and other officers in receipt of permanent travelling allowance or conveyance allowance is given in Appendix C (4).

120A. Payment of travelling allowance to Patwaris.

- Payment of travelling allowance to patwaris (whether salaried or paid on commission basis) will be regulated as follows:-(i)For journeys by rail within their jurisdiction-Single fare of the lowest class.(ii)For other journeys within their jurisdiction-Nil.(iii)For journeys outside their jurisdiction-As admissible to a Government servant of the 4th grade.

121. Sanction for payment on commission.

- In khasmahal where the tahsildars or other persons engaged in collection work are paid on a commission basis and the Board has once sanctioned the rate of commission on collection payable therefor, the Collector requires no further sanction for payment at the sanctioned rate.

122. Procedure for payment of commission to tahsildars.

- In order to prevent commission being drawn more than once for the same collection, payment of commission should be made after each kist on bills to be filled in a bill book and the transactions should be recorded in Register 69-A prescribed in the Register and Return Manual. The procedure preliminary to payment will ordinarily be as follows:-The bill should be received by the Khasmahal Officer who will ask the Tauzi Navis to certify on the back of it the amount collected and the period to which the collection refers. The Superintendent will then look into the register prescribed above and satisfy himself from the entries that no commission has already been paid on the same collection. The payment of the bill will then be recommended by that officer in writing and the Collector will pass order on it. In order to afford facility to the audit office to ensure that the collections have been verified and that the commission is not paid twice over the District Officers should furnish the following certificate on bills of payment of commission:-"Certified that collections for which commission has been charged in the bill have been verified and that payment on this account has not already been made."

123. Revision of establishment.

- A proposal for the revision of establishment must be accompanied by statement showing the existing percentage which the cost of management bears to the total rental of Government estates in the district and the percentage which the proposal entails. The forwarding letter should state clearly:-(a)present cost, either of sanction or sanctions affected or of total establishment as the circumstances of the case may indicate to be necessary;(b)cost, if proposals are accepted;(c)details of the number and pay of appointments which it is proposed to add or modify.A proposition statement should be submitted-(a)in case of general revision of establishment;(b)when the proposals cannot be set out clearly without.The cost of management of Government estates in Palamau includes the pay and travelling allowance of the Khasmahal Officer who is exclusively employed to look after these estates.

124. Powers of the Board.

- The Board is empowered to revise the scale of non-gazetted and menial establishments of Government estates subject to the following conditions;-(1)No post on a pay exceeding Rs. 30 (rupees thirty) a month should be created or abolished.(2)The pay of no post should be revised so as to exceed Rs. 30 (rupees thirty) a month.(3)Any additional cost involved should be met from the grant for the management of Government estates.

125. Temporary establishment.

- Temporary establishment should only be employed in exceptional circumstances.Commissioners of Divisions are authorized to sanction temporary appointment in khasmahal establishment on pay not exceeding Rs. 50 in each case, subject to the condition that the additional expenditure can be met from the grant annually placed at their disposal under "Management of Government estates-Collection of Revenue-Pay of establishment".

126. Grants for Management and Improvement.

- A historical survey of the former procedure in regard to the annual grant for the management and improvement of Government estates will be found in the preface to section III of Government Estates Manual, 1902. The present procedure is that two grants are placed annually at the disposal of the Board of Revenue, one for the management of and the other for the improvement of Government estates throughout the State except the district of the Santhal Parganas for which similar grants are made to the Commissioner of the Bhagalpur Division who exercises the powers of the Board in this district under the Rules contained in this Chapter.

127. Principles on which the grants are calculated.

- Those grants are determined as follows:-(a)Management. - The management charges are calculated at 8½ per cent on the average actual collections of the penultimate year and the two

previous years from all such estates whether the property of Government or of recusant proprietors as are held direct, but not on collections from estates farmed or leased and Government place an allotment at the disposal of the Board in the form of a contract grant for a period of five years.(b)Improvement. - The grant for works of improvement in Government estates is fixed at 25 per cent of the net average collections from all classes of Government estates and estates held by Government owing to recusancy of the proprietors, whether held direct or leased or farmed after meeting management charges. In aboriginal areas another 5 per cent should in addition be allowed to be spent on education.(Revenue Department letter No. 15128-R, dated the 17th December 1948)Note. - In addition to the above grants to the Board and the Commissioner of the Bhagalpur Division, the following grants with which the Board has no concern, and which are not treated of further in this Manual are placed at the disposal of other authorities:-

1. A grant for the maintenance of hospitals and dispensaries in or near Government estates, calculated at 1 per cent on collections from Government estates of all description, including estates in the Santhal Parganas, placed at the disposal of the Inspector-General of Civil Hospital.

In submitting proposals for the grant of contributions for the opening of new or the maintenance of existing dispensaries in or near Government estates, District Officers are required to furnish information on the following points.:- (1) the annual rental of the Government estates affected by the proposal; (2) the number of raiyats that will be benefited; (3) how far the proposed dispensary is from those already existing in the district, together with the names of those dispensaries; (4) what amounts, if any, have been raised from the public or from local bodies for the maintenance of the dispensary. Similar information should be submitted in the event of its being found desirable to increase the subscription already given from Government estates funds towards the maintenance of a dispensary.

2. Special grants at 1 and 1½ per cent, for education and communications respectively, in the Damin-i-koh Government estate in the Santhal Parganas.

128. Budget estimates.

- The estimates of expenditure for management and improvement of Government estates are to be framed annually in the form under the budget head "7-Land Revenue Management of Government estates". Provision should be made under the sub-head "Collection of Revenue" for management expenses only and under the sub-head "Outlay on improvement" for improvement. A full explanation is to be given when the cost of management proper exceeds 8½ per cent of the estimated collections. For improvement the District Officers will state his estimated requirements according to his detailed programme.

129. Certain specific charges.

- How to be provided and calculated. - (i) Provision for the cost of resettlement and revision of rent should be made under the sub-head "Collection of Revenue" provided such cost does not exceed 10 per cent on the ordinary charge of management in which case the cost should be included in the estimate under "Minor Settlement Operations". (ii) The charges in respect of certain properties in which the title of Government is not a proprietary one but subordinate to a private proprietor, the charges on account of construction, repairs or rent of khasmahal tahsil offices, inspection bungalows, collection sheds and quarters for establishment and those on account of Amins entertained at daily or contract rates for the performance of a definite work are to be treated as contingent expenditure, and provision for all these charges may be made under "Contingencies". It is only when Amins are temporarily employed on a monthly salary as members of an establishment sanctioned for a specified work that provision for them should be made under "Pay of establishment". The Khasmahal Forest Guards may be supplied with liveries on the same scale as allowed to the Forest Guards of the Forest Department, under Rule 47 at pages 55-59 of the Bihar and Orissa Forest Manual, Volume II, 1935. Provision for such charges may be made under "Contingencies". (iii) The cost in the case of works of improvement of considerable magnitude, which are likely to take several months to complete should be divided between the estimates of two financial years so as to permit, of the work being begun towards the close of one year and finished during the hot weather at the beginning of the ensuing year. This will not apply to small works, such as wells, which can easily be begun and finished between the 1st April and the advent of the rainy season. (iv) The estimates for payment of the local cess to the District Fund and for its recovery from the tenants and farmers shall include the dues in respect of all estates whether the properties of Government or those of recusant proprietors and whether they are held under Government management or are let out in farm; and the estimates shall be calculated according to the principles laid down in Rules 82 and 83 of the Bihar Cess Manual, 1943.

130. Dates of submission of budget estimates.

- The District Officers are responsible for the preparation of these budget estimates which should be submitted to the Commissioners of Divisions on or before the 1st September, each year and the Commissioner will forward them to the Board on or before the 15th September each year. The budget estimates under "Contingencies" and "Outlay on improvements" must be accompanied by an explanation sheet in the following form of which columns 5 and 6 should be left blank against the head of charge under "outlay on improvements":-

Heads of the charge	Particulars of work	Amount proposed to be spent on	Remarks. In the case of works requiring administrative approval of an authority other than the Collector it should be stated whether administrative approval has been accorded			
Original work.	Repairs	Rent	Contingencies.			
1	2	3	4			5 6 7

131. Distribution of grants.

- The improvement grant will be distributed by the Board each year in the month of April, to the various District Officers. Every effort should be made by the District Officer to fully utilise the grant so made. But if it is not found possible for any reason to spend the grant for a particular year on a particular scheme or in a particular estate Government may regrant the sum equal to the lapsed amount unless there be a special reason for not regranteeing it in the following financial year. (Revenue Department letter No. 15128-R, dated the 17th December, 1948). The management grant will also be distributed at the same time but on a contract basis. Full discretion as to the distribution and redistribution of these grants is left to Commissioners but the Board desires that as far as possible the contract system in regard to the management grant should be extended to districts also.

132. Expenditure not to be incurred in excess of allotment.

- The allotment made to each Division must on no account be exceeded without the special sanction of the Board previously obtained.

133. District Officers not to anticipate sanction.

- District Officers are strictly forbidden to undertake works of improvement in anticipation of sanction unless they have sufficient funds to meet the expenditure at their disposal out of the grant made by the Commissioner, such funds not being earmarked by order of the Commissioner or the Board for other specific works. To this Rule exception will be admitted only in the case of a sudden and unforeseen emergency, so urgent that there is no time to obtain prior sanction. Every such exceptional case should be reported as early as possible to the Commissioner, who will at once report to the Board, if the Divisional allotment is in danger of being exceeded.

134. Minimum for expenditure on agricultural experiments.

- Commissioners are authorised to fix a minimum percentage of the funds for each district to be devoted to agricultural experiments. The fixing of a minimum need not, however, prevent its being reduced, if, for any special reason, a greater amount is required in any year for the other two heads (other agricultural improvement's and sanitary and miscellaneous improvements) than is left available.

135. Construction of wells.

- In undertaking the construction of wells, the principles laid down by the Sanitary Board, Bengal, in their Circular No. 33, dated the 16th February, 1900, [reproduced in Appendix E (3)] should be carefully observed.

135A. Maintenance of register of wells etc., in the Khasmahal Department of the Collectorate.

- A register of wells, irrigation embankments, etc., bridges, markets, gardens, bandhs and tanks should be maintained in the Khasmahal Department of the Collectorate in the forms prescribed in Appendices (B). 15 (A) to (E).

136. Improvements to be entered in prescribed registers.

- To ensure better control and check over expenditure on improvements all expenditure and adjustments are to be shown in the prescribed registers 84 and 85 of the Register and Return Manual.

137. Registration of improvements.

- Improvements effected in Government estates where the Bihar Tenancy Act, is in force should be duly registered under the Act. A report on this subject should be included in the Section of the Divisional Land Revenue Administration Report dealing with Tenancy Law.

138. Bills for contingent and establishment charges.

- Separate contingent and establishment bills will be prepared in the forms prescribed by the Accountant-General for all charges against the grant for the management of Government estates. The requirements for contingencies will be drawn by all officers on detailed bills. No abstract contingent bills will be prepared. As these bills are received direct in the Accountant-General's Office from the Treasury where they are encashed, they are not required to be sent again to that office in any other form.

139. Payment of local cess in respect of estates held khas or let out in farm.

- The amount due to the District Fund on account of local cess in respect of Government estates either held khas or let out in farm and of the estates of recusant proprietors, whether retained under Government management or let out in farm for a complete financial year, shall be transferred to the Fund in advance in a single instalment in the first month (April) of that year. If a private estate is taken over in the course of the financial year, no additional payment shall be made to the Fund, but the amount due for such estate for the portion of the year shall be added to the estimate of the next financial year and included in the advance payment (in April) for that year and the deduction on account of an estate released in the course of a year shall be similarly adjusted.

140. Repairs by Public Works Department officers to khasmahal channels.

- Bills drawn by District officers for repairs to khasmahal channels conducted by Public Works Officers should never be paid in cash, but always by transfer to the credit of the Public Works

Department, the receipts being shown by the Treasury Officer in the Schedule of unclassified items.

141. No reappropriation to be made by local officers.

- Under the present budget and accounts system, the local officers cannot appropriate any sum allotted under one primary unit for expenditure to another primary unit without the sanction of the proper higher authorities.

142. Report of savings.

- As the unspent balance of the allotment to a district lapses with the close of the financial year. The District Officers should exercise the greatest caution in their forecasts of the savings anticipated out of the allotment made to their districts under each detailed head, Primary unit, sub-head and minor heads, respectively, which should be reported to the Board by the 20th of February so that the amounts thus released may be utilised by the Board in meeting urgent demands of other districts where urgent works have been held up for want of funds, or surrender to Government for utilisation by other departments.

143. Kolhan Market Fund.

- This fund has been closed with effect from the 1st April, 1937 and is now controlled by the Board. Receipts in connection with it are credited to provincial revenues under the head VII-Land Revenue and expenditure is brought to account under the head "T-Deposits and Advances". A block sum is provided under the head 7-Land Revenue for transfer by the Account General monthly on the basis of the months actuals to the deposit account to cover actual expenditure. As soon as the budget is finally passed the Board will allot the block sum to the Deputy Commissioner of Singhbhum who may incur expenditure under the Deposit head to the extent of the allotment so made. Any unspent balance lapses at the end of the financial year but if a sum in excess of the amount is required, the Deputy Commissioner must arrange to obtain through the Board extra funds either by re-appropriation or by means of a supplementary demand. The Deputy Commissioner shall maintain a proforma account in the form given in Appendix C (5) and shall send on or before the 7th April, each year three copies of the account to the Board and two copies of it direct to the Accountant General, Bihar with the request that the accounts may be verified and a copy of it may be transmitted after verification to the Board. On receipt from the Accountant-General, Bihar, of a copy of the said account duly verified, the Board will then transmit one copy of the account after due corrections, if necessary, to Government in the Revenue Department and another similarly corrected copy to the Finance Department of Government for information. A copy of the verified account will also be sent by the Board to Government and to the Accountant-General, Bihar, alongwith its Revised and Budget estimates. The actuals of the preceding years and the proposed estimates should be shown year by year.

144. Submission of quinquennial programmes of improvements by managers of estates.

- The officer in charge of every Government estate, or group of estates, is required to submit to the Commissioner, annually before the 1st July, five years' programmes in the form prescribed in the next Rule of such agricultural, sanitary and miscellaneous improvements, including agricultural experiments, as are suited to the particular estates under his charge. The Commissioner shall submit annually before the 1st August, the quinquennial programme for khasmahal improvements in each district, to the Board for scrutiny and approval. The nature of these improvements is indicated below:- (a) Construction and maintenance of small irrigation facilities, such as storage reservoir, drainage scheme, etc. (b) Construction and maintenance of wells, both in or near fields for irrigation and drinking purposes. (c) Maintenance of public pasture lands. (d) Planting of fruit trees. (Paragraph 2 of Board's circular letter No. 8-6/13, dated the 4th December, 1947.) When a quinquennial programme has been submitted it will not be necessary to report in detail all the schemes in the succeeding years. A reference should be made to the programme already submitted, and a list of works should be added for the year which completes the quinquennium. A certain sum should be set apart each year for ordinary recurring expenditure on improvements including irrigation arrangements. (ii) As regards technical agency for execution of irrigation works, the general rule should be that in big khasmahals the khasmahals should maintain its own overseers. In small khasmahals, assistance of overseers of Irrigation Department or District Board should be enlisted. (Paragraph 2 of Board's circular letter No. 8-6/13, dated the 4th December, 1947.) Small Advisory Committees should be appointed in districts where there are large khasmahal areas to advise on improvement schemes. It will be for the Commissioner to decide the desirability of appointment of such an advisory Committee in a district. (Paragraph 4 the Board's circular letter No. 8-6/13 dated the 4th December 1947.) As regards repairs of bundhs' etc, village committees in selected areas may be set up to suggest suitable improvement schemes for their villages and to see that irrigation works are "not neglected and that the villagers carry out petty earthwork repairs themselves. (Paragraph 6 of the Board's circular letter No. 8-6/13, dated the 4th December, 1947.) Where improvements in the form of irrigation are not needed provision should be made for the free supply of improved seeds, and artificial manure for experimental purposes. (Board's circular letter No. 8-159/1, dated the 8th November, 1946.)

145. Commissioners to submit consolidated annual programmes of improvements.

- Commissioners are required to submit to the Board, by the 1st December each year, a consolidated statement in the following form of the District Officer's programmes of agricultural, sanitary and miscellaneous improvements, including agricultural experiments which are to be undertaken in the following year. -

District and subdivision	Nature of work.	A-New works	(i) Buildings.	(ii)	Amount to be expended.	Purpose for which the work is	Remarks
	Roads.	(iii) Irrigation.	(iv) Wells.	(v) Gardens.	(vi)		
	other works.	B-Maintenance and Repair					

	works.(i)Buildings.(ii) Roads.(iii) Irrigation(iv)		required and	
	Wells(v)Gardens.(iv) Other		forwhose	
	worksC-Miscellaneous works.(i)Agriculture.(ii)		benefit.	
	Education in aboriginal area(iii)			
	Otherworks.D-Miscellaneous improvements.(a)			
	Original.(b) Repairs.			
1	2	3	4	5

Note to column 4. - In this column it should be distinctly stated whether the work is for the maintenance of revenue or for increase of revenue. Note to column 5. - In this column it should be distinctly stated whether the schemes for improvements have been examined by the authorities mentioned in Rule 146, and if they have met with their approval. Any delay in obtaining sanction should be explained.

146. Important schemes for improvements.

- Schemes for agricultural improvements and experiments should, if of the sufficient importance be submitted by Commissioners for examination by the Director of the Department of Agriculture, or if they relate to the improvement of cattle-breeding by the Animal Husbandry (Civil Veterinary) Department, through the Director of Agriculture or by the District Engineer or the Superintending Engineer, Public Health Circle, when they relate to engineering or sanitary works. After approval by these authorities they will be submitted for sanction to the Board of Revenue. The sanction of the Board is not required for expenditure on petty works, such as the maintenance of existing building, embankments etc., which do not require professional advice. Schemes are different from the programmes. Schemes included in the programmes should be submitted for examination, as required above, in sufficient time, if possible, to obtain sanction before they are entered in the programmes.

147. Applications for administrative sanction.

- (i) Application for administrative approval must be made through the Commissioner to the Board for all schemes the cost of which exceeds Rs. 10,000. All such applications must be accompanied by the necessary plans and estimates prepared by the Executive Engineer or District Engineer, or Assistant Engineer of the Irrigation Department, when available and approved by the Superintending Engineer. The Board is empowered to accord administrative approval for projects estimated to cost not more than 1 [Rs. 15,000]. When the estimated cost exceeds that amount the sanction of the local Government in the Revenue Department is necessary. No work of importance which has not thus been administratively approved should be entered in the consolidated annual programmes. (ii) Subject to the provision of funds, Commissioners are competent to sanction works of improvement, except works connected with residence, the cost of which does not exceed [Rs. 10,000] [Substituted by C.S.No. 3 dated 16.2.1954.]. For projects requiring professional skill, the plans and estimates should be prepared by the Executive Engineer or District Engineer, or Assistant Engineer of the Irrigation Department when available and submitted to the Superintending

Engineer for approval.(iii)Subject to the provision of funds, Collectors are authorised to sanction works of improvement, except works connected with residence the cost of which does not exceed Rs. 5,000. For projects requiring professional skill, the plans and estimates should be prepared by the Executive Engineer or District Engineer or Assistant Engineer of the Irrigation Department when available and submitted to the Superintending Engineer for approval.

148.

Applications for sanction to carry out agricultural experiments, the cost of which does not exceed Rs. 1,000 should be submitted by District Officers to the Commissioner through the Director of the Department of Agriculture.

149. Expenditure on improvements to be shown in Land Revenue Reports.

- The expenditure under the different heads of improvement should be shown separately in the proper section of the annual Land Revenue reports submitted by Commissioners to the Board, and an explanation should be furnished of any failure to utilise to the full extent the amounts allotted. Commissioners should also discuss in the above reports to what annual programme of works has not been worked up to and the reasons therefor, and also what measures should be adopted to ensure its being carried out.

150. Advances on account of improvements.

- Money may be drawn from the treasury in advance for works of improvement including the construction of and repairs to tahsil offices and quarters for establishment in Government estates. When works are executed departmentally or through villagers and their headmen, as in Palamau, the advance should cover the monthly requirements only, and any unexpended balance at the close of the month should be refunded to the treasury either in case or by deduction from the next bill, care being taken that no money is kept in hand after the 31st March. When contractors are employed they should not be granted any advance before the work is begun; they may be paid only up to 75 per cent of the value of the work actually done, or materials supplied or brought to site. Such advances should, however, be adjusted as early as possible and in no circumstances should they remain outstanding for more than a period of six months or after the close of the financial year whichever is earlier, except advances made in the Kolhan Government estate in Singhbhum, which, by special concession, are permitted to remain outstanding, if necessary, for one year.(i)The following additional instructions should also be observed in drawing advances from the treasury:-(i)No money should be withdrawn from the treasury unless it is required for immediate disbursement. It is not permissible to draw advances from the treasury either for works the completion of which is likely to take a considerable time or to prevent the lapse of budget grants. If owing to unforeseen circumstances money drawn in advance is not immediately needed, it should be refunded into the treasury until it is required.(ii)It will seldom be necessary to draw in a lump sum the whole amount estimated for a given work; payment by instalments will generally be found sufficient.(iii)On no account should money be drawn as an advance unless there is every reason to believe that the work for which it is required will be completed and paid for within the financial

year. In the district of Palamau, it is permitted to advance money during the last three months of the financial year for works which have actually been started during the current year and are expected to be completed within the first three months of the next financial year.(iv)The drawing of balances about to lapse at the close of one financial year, with a view to spending them in the following year is contrary to the provisions of Rule 107 of the Bihar Budget Manual, 1950 and is highly irregular.(v)In order to minimise irregularities and unnecessary correspondence regarding these advances, a detailed account with vouchers showing the amounts actually disbursed during the month out of the advances drawn, should be submitted at the close of each month to the Accountant-General, for adjustment; and, as an additional check, quarterly return in the form given in Appendix C (6), showing advances outstanding for more than three months should be submitted to the Accountant General and to the Commissioner of the Division for their information.Note 1. - The period of adjustment of money drawn in advance for improvements in the Kolhan Government estate in Singhbhum may be extended, when necessary to a maximum period of one year, it being left to the Commissioner of Chota Nagpur to ensure in such manner as he deems proper that the concession is not abused and that the drawings from the treasury by the Deputy Commissioner, Singhbhum, are not in excess of immediate requirements. In no circumstances should advantage be taken of this special concession to draw in advance at the close of the year in order to prevent a lapse of grant, money which cannot be adjusted during the year or which is not required as a bona fide advance to contractors for works which have actually been started during the current year and are expected to be finished within a reasonable period from the commencement of the next financial year.Note 2. - The Rules given in Financial Rules Appendix 6 to the Bihar and Orissa Account Code and Rules 154-155, 175-181 and 183 of that Code should be followed as far as they are applicable when tahsil buildings and quarters for establishment in Government estates are constructed or repaired and works of improvement are executed through contractors.

151. Completion certificates for works executed by the khasmahal department.

- Except in the case of construction of and repairs to buildings which must be checked by a Gazetted Officer, completion certificates should be signed by tahsildars and should also be countersigned by a Gazetted Officer whenever the latter has checked them. Countersignature by a Gazetted Officer should invariably be required when the amount spent on any work exceeds Rs. 500. In the Kolhan Government estate in Singhbhum the completion certificates may be at present, be signed by the Kolhan Superintendent. In the Santhal Parganas, all works are executed by the District board out of the Improvement grant placed at their disposal and the question of the completion certificates being signed by an officer of the Khasmahal staff does not arise.Note. - The word "tahsildars" in this Rule includes overseers and sub-overseers permanently attached to Government estates in Palamau, Gaya, Shahabad and Monghyr.

152. Rate of payment to District Boards for works done by their Engineering establishment.

- The local Government in their resolution No. 6736-M, dated the 8th May, 1917, have approved the

following rates for payment to District Boards for service rendered by their Engineering establishments in respect of khasmahals and temporarily settled estates managed by Government:-

(i) For complete execution, including survey, detailed plans and estimates, working drawings, supervision and construction.	...15
(ii) For survey, detailed plans and estimates, working drawings and supervision only.	...7
(iii) For survey, detailed plans and estimates only	...3 1/2
(iv) For working drawings and supervision only	...3 1/2
(v) For construction only, the plans and estimates being supplied by Government.	...11

For sketch plans and rough estimates required for obtaining administrative sanction no fee shall be payable. The fact that the complete work is being undertaken by the District Board does not prevent the fees payable for survey and detailed plans and estimates being paid in advance on receipt of administrative approval and sanction to such plans and estimates, the balance for supervision and construction, etc., being paid later after the work has been approved by the Superintending Engineer or Inspector of Local Works but in no case shall the total fees payable exceed 15 per cent. The fees payable to the District Board are intended to cover all charges for-(a) Establishment of all kinds.(b) Travelling allowances.(c) Tools and plant.(d) Postage and stationery.(e) Printing of forms, etc. As soon as the necessary sanction has been accorded to the estimate, and orders have been issued to commence work, the necessary funds should be placed at the disposal of the District Board, together with the fees prescribed above.

153. District Board's discretion as to distribution of fees.

- The District Board may, if it thinks fit, distribute the whole or any portion of the fees payable between the District Engineer, and its subordinate establishment. Provided that on any such distribution the amount paid to the District Engineer shall not exceed one-third of the amount payable to the District Board.

Chapter VII

Sale of Government Estate

154. Proposal for sale.

- The sale of Government estates requires the previous sanction of Government to which proposals will be submitted by the Collector through the Commissioner and the Board, full particulars being mentioned in the forms of statements A and B given in Appendix C. The Rules in this Chapter apply to the sale of the classes of interests including proprietary interest held by Government in estates or lands. Note. - Sale of raiyati lands (other than Khasmahal (lands), purchased by Government in certificate and other sales in satisfaction of Government dues may be sanctioned by the Collector subject to his complying with the requirements of Rules 155-157 and 161 -166 of this Chapter.

155. Method of sale.

- Sales will be held by the Collector in person and at the Collectorate unless the Commissioner directs otherwise in a particular case. Estates must be sold by public auction to the highest bidder above the upset price, and after advertisement.

156. Advertisements of sales.

- The advertisements of sales will be in the prescribed Form, given in Appendix C (9). If any condition not specified in the prescribed Form, is to be imposed on the purchaser of any estate or estates, the following addition will be made to the prescribed Form, "with the addition of the following condition etc. etc.". The advertisement is to be published in the Government Gazette and the Collector will forward it direct to the printer. But whenever any unusual condition is inserted, the Collector is to submit it to the Board through the Commissioner. The date of sale must be fixed at least a month later than the day on which the advertisement may probably appear in the Gazette. If possible, arrangements should be made for the sale to take place about the time for the payment of the Government revenue of the district. Collectors are not, however to publish advertisements for the sale of Government estates, in regard to which any objection against sale or claim to settlement has been made, until the period for appeal to the Board and one month more shall have expired. A copy of the advertisement, must in each case, simultaneously with its publication in the Gazette, be posted up at the office of the Collector's headquarters, also at that of the sub-division or sub-divisions in which the estate to be sold is situated, and, with the Judge's permission at the office of the nearest Munsif and on the estate.

157. Sale by private contract forbidden.

- The sale of Government estates by contract has been strictly forbidden, except by way of compromise of a dispute as to title or when there are strong reasons for vesting the proprietorship in some particular person or persons. Such sales are to be dealt with under the Rules given in Chapter VIII.

158. Formation of lots.

- Each estate will ordinary form one lot; but the Collector may include two or more petty estates in one lot, or may break up one estate into several lots. In the latter case separate tauzi numbers should be given to each lot and when, for the convenience of purchasers, an estate is thus split up, the total amount of the revenue assessed on the several lots should not be less than the original revenue or rental of the parent estate, or the reduced revenue assigned to it under the provisions of the next Rule.

159. Provisions regarding sale of estates free of revenue or with revenue.

(1) Government estates, which yield a gross rental of less than one rupee will be sold revenue-free. (2) Government estate, which yield a gross rental of one rupee or more will be sold subject to the payment of revenue on the following principle:-The revenue will ordinarily be permanent and will ordinarily be fixed at the amount of the present rent, i.e., the rent actually payable without any deduction on account of collection charges, etc. If no offer is made for the estates on the above terms, the revenue may, with the previous sanction of Government, be reduced to 75 per cent of the rental. If this concession has the effect of reducing the revenue of the estate to less than one rupee the estate will not, however, be sold revenue free, but subject to the reduced revenue demand fixed in perpetuity.

160. Upset price.

- The upset price of estates sold subject to the payment of revenue is to be ordinarily twice the amount of the revenue. When the revenue payable by an estate is reduced under the above rule, the upset price will remain unchanged at twice the amount of the revenue as it stood before such reduction. The upset price of estates to be sold free Of revenue should be thirty times the rental. In case no bidder is forthcoming when the property is offered for sale on these terms, the upset price may, with the previous sanction of Government, be reduced, but not to less than fifteen times the rental. The upset price, as determined by this Rule, will be announced by the Collector at the time of sale.

161. Payment of purchase money.

- If the amount of the purchase money do not exceed Rs. 100, the whole amount is to be paid down at once. If the amount of the purchase money exceeds Rs. 100, one-fourth of the amount of the bid is to be deposited immediately and the balance by noon of the fifteenth day after the sale, reckoning day of sale as one or, if that day, be a close holiday then by noon of the first succeeding office day. If the bidder does not implement his bid by the deposit of the full amount, when the price does not exceed Rs. 100 or one-fourth of the bid when the price exceeds Rs. 100, the estate will be forthwith put up to sale again.

162. Default of purchaser.

- In default of payment of the balance in the latter case within the prescribed period as aforesaid, the deposit shall be forfeited to Government and the estate may be resold at the risk of the defaulting purchaser after issue of advertisement as in the case of the original sale with the additional proviso that the resale shall be on account of and at the risk of the first purchaser, who has failed to fulfil his bid. If the proceeds of the resale be less than the price bid by the defaulting bidder aforesaid he shall have to make good the difference between the amount bid by him and the amount realised by the subsequent sale of the estate rendered necessary by his default. Should he fails to make good the difference within fifteen days from the date of resale calculated in the same manner as in the case of

the original sale, the Collector must recover the difference by a civil suit.

163. Notice after sale.

- Upon the sale of an estate the following notice is to be published by beat of drum, or in the manner in which such notices are usually published, at the Collector's office, and upon the estate itself:-Notice is hereby given to all whom it may concern that the rights and interests of Government in the estate of.....have been transferred to from the.....of 200.....corresponding with theof[Bengali, Fasli or Amli, according to the era current in the district.]No other notice to the tenantry, or to others, must be issued without the authority of the Board specially obtained.

164. Certificate of sale.

- Upon the conclusion of a sale a certificate of sale in the prescribed Form given in Appendix C (10) will be delivered to the purchaser on stamped paper under Article 18, Schedule I-A, Indian Stamp Act II of 1899, the cost of the stamp being borne by the purchaser.

165. Engagement by purchaser.

- At the time of delivery of the sale certificate an engagement in the appropriate prescribed Form given in Appendix A (12) will be taken from the purchaser on stamped paper under Article 5(c), Schedule I-A, Indian Stamp Act II of 1899, as amended up-to-date.

166. Reports of sale.

- The result of every sale under this Chapter will be reported at once to the Commissioner for the information of the Board in the prescribed form as given in Appendix C(II).

Chapter VIII

Alienation of Government Land

167. Definition of Alienation.

- In this Chapter the expression 'alienation of Government land' means the transfer of such land, whether by private "sale", "lease or otherwise" to public bodies, associations or individuals; it does not include sales of Government land or estates the rules for which are contained in Chapter VII of this Manual, or leases or settlements of lands granted or made on behalf of Government as a landlord for agricultural or non agricultural purposes in accordance with the ordinary revenue law of the province, or according to the rules in Chapter II of the Manual or leases governed by the mining rules in the Board's Waste Lands Manual.Note (1)-The Rules in this Chapter apply to all classes of interests whether proprietary or not, held by Government in estates or lands.Note (2)-The

Rules on the assignment or alienation of land revenue are contained in part II, Section VIII, of the Board's Tauzi Manual, 1923.

168. Power of State Government.

- No authority subordinate to the State Government is empowered to sanction an alienation of Government land.

169. Credit of sale proceeds.

- Whenever Government land is transferred by sale, whether by private treaty or auction either at full market rate or at some special rate, the sale proceeds must be credited to general revenues.

170. Conditions of grants.

(1) In addition to any other conditions, which the circumstances of a particular case may demand or which may be settled in any particular case, all transfers of immovable property shall be made expressly on the following conditions:-(i) that the property shall be liable to be resumed by Government if it is not used, or ceases to be used for the specific purpose for which it is granted or if it is used for any other purpose either in addition to or in substitution for that purpose; (ii) that the property or such part of it as may be required shall be liable to be resumed by Government if it is required by them for any purpose declared to be a public purpose; and (iii) that should the property or any part of it be resumed by Government for a public purpose the compensation payable therefor shall not exceed the amount (if any) paid to Government for the grant plus the cost or the present value, whichever is less, of the buildings or other structures erected with the previous sanction of Government or other competent authority; and (iv) that if the property is resumed under the terms of the grant for a breach or non-observance of conditions of that grant, the grantee shall not be entitled to any compensation whatsoever for the land or for the buildings or other structures erected by him on the land, but he will be at liberty to remove the materials of any such buildings or structures within a specified time, failing which he shall cease to have any right to such buildings or structures or the materials thereof. (2) A model Form of agreement to be executed in respect of these grants is given in Appendix A (13).

170A.

If Government lands are transferred to local bodies or other public bodies or institutions or private individuals for purposes such as markets, cart stands, tanks or similar objects which will or are likely to yield an income to those local bodies, institutions or private individual, the transfers should be subject to the payment to Government of a reasonable price or a reasonable annual revenue as the case may be.

171. Procedure in applications for grant, sale or lease to Municipalities, etc.

(a) Proposals of Divisional Commissioners for the grant of sale or lease, whether on privileged terms or not of Government land to a local body or other public body or association should be submitted, with their opinion thereon, to the department of Government concerned together with a description of the object for which the land is required. Such applications should—(i) clearly specify the object and the terms and details of the proposed transfer; (ii) contain particulars as to the area, market value and estimated yearly rental of the land; (iii) be accompanied with a map showing the identity of the land; and (iv) state what department is in-charge of the land. The Government in the department concerned will decide whether the object specified in the application is one for which it is desirable to transfer the land to the applicant, either—(1) as a grant for a term of years, free of rent; (2) on lease, subject to payment of rent assessed at some privileged rate and on privileged conditions as to the fixity of the amount assessed; (3) on lease, subject to a full assessment of rent payable by the applicant, fixed for a term of years only; (4) by sale at full market value; or (5) by sale on favourable terms. (b) Proposals of Divisional Commissioners for the grant of lease of land to private individuals, free of rent, or at a reduced or nominal rent, or for the sale of land should similarly be submitted to Government in the department concerned, together with the particulars specified in clause (a) above. In either case, whenever the Department of Government which has received the application, deems it advisable that the grant, lease or sale should be effected, it will refer the case to the Revenue Department with the definite recommendations on the terms and conditions of the transfer. The Revenue Department will consult the Board or any department of Government affected as the case may be, and also the Finance Department. If it is decided to grant the application, the Revenue Department will issue, to the originating department making the reference, a memorandum stating the terms and conditions on which the transfer may be made. The department making the reference will forward this memorandum, with its own orders if any to the Commissioner. No officer of Government can take action on an order to alienate land or assign revenue which is unsupported by the memorandum of the Revenue Department, nor can he take action on any order, which is not in accordance with the terms of this memorandum issued by the Revenue Department. Note. - The Education Department may, without reference to the Revenue Department and Finance department, sanction the lease of land to school authorities for a period not exceeding thirty years and on the terms and conditions prescribed in the form of agreement approved by Government in their Notification No. 2832-E., dated the 7th July, 1926 (vide Appendix III, pages 420-426 of the Education Code, 1928), in cases where the land to be leased has been acquired by Government either wholly or partly at the cost of funds supplied by the school authority. In such cases the concurrence of the Revenue and Finance Department may be assumed and the orders by the Education Department will have the same force as the memorandum of the Revenue Department. (c) Whenever land or/and buildings appertaining to Government estates is/ are required by department of Government for public purposes, the necessary application should be made by the local officers to Government in the department concerned. (d) Where the land is in the charge of the Public Works Department, if the application is made to the Superintending Engineer he shall, if he recommends it submit to Government through the Commissioner of the Division. If the application is made to the Commissioner, he shall consult the Superintending Engineer before submitting proposals to Government.

172. Execution of deeds.

- In exercise of the powers conferred by Article 299 of the Constitution of India, the Governor of Bihar has, in supersession of all existing orders, directed that the undermentioned classes of deeds, contracts and other instruments may be executed on his behalf as follows:-

Contracts and other instruments in		
(1) matters connected with the lease of land-		
(a)	If the lease be permanent	By Collectors and deputy Commissioner.
(b)	If otherwise	By Settlement Officers, Collectors, Deputy Commissioners and Sub-divisional Officers.
Contracts and other instruments in		
(2) matters connected with the sale of Government land or with the lease or sale of Government buildings-		
(a)	If the value or amount exceeds Rs. 500	By Collectors and Deputy Commissioners.
(b)	If otherwise	By Joint Magistrates and Sub-divisional Officers.
(3) Contracts and other instruments	By Collectors, Deputy Commissioners in matters connected with the lease of ferries and Sub-divisional Officers.	

and fisheries and other benefits arising out of land. These orders do not in any way increase the existing powers of local officers to enter into agreements for the alienation of Government lands. They simply authorise such officers to sign such agreement as a ministerial act instead of forwarding the deeds for the signature of a Secretary to Government.

173. Annual Statement of alienation of Government land.

(1) An annual statement of grant or leases of Government lands at concessional rates, or sales of such lands on favourable terms, to local bodies or other public bodies, educational or other public institutions or associations or individuals is required to be furnished in the prescribed Form as given in Appendix C(12) to the Accountant General, Bihar, for incorporation in his Annual Appropriation Accounts, not later than the 1st September, following the close of the financial year to which the settlement relates. (2) The annual statement prepared in the prescribed form should be furnished to

Government in the Revenue Department not later than the 1st week of May every year.(a)by the Board of Revenue in respect of the lands under the charge of the Collector;(b)by the Public Works Department in respect of the lands in their charge;(c)by the Education Department in respect of the lands which are acquired by Government at the cost of the school authorities and then leased out by that Department for a period not exceeding 30 years and on the terms and conditions referred to in the Note to rule 171.(3)The statements received from the officers mentioned in (2) above will be consolidated into one statement in the Revenue Department of Government together with the particulars of such further concessions, if any, granted during the year as it may be found necessary to include in the statement, before it is transmitted to the Accountant-General, by the prescribed date.

Appendix A(1)General form of Lease for Town Khasmahals(See Rule 17)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 therefor 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 the day and the year first above written.Signed by- Signed by-

CollectorDeputy Commissioner

Lessee in the presence offor and on behalf of the Governor of Bihar, in the presence ofThe 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| CollectorDeputy Commissioner| of.....the said rent of Rs without any deduction in the following instalments:-

Note: - When the total rent is below Rs. 5 it should be paid in one instalment on or before the 15th January.

2. Except with the previous sanction of the| CollectorDeputy Commissioner| in writing and on payment of a fee equal to 25 per cent of the yearly rental

(provided that no such fee shall be less than Rupee 1 or more than Rupees 100), 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/Deputy Commissioner (or the Sub-divisional Officer), for mutation of names and such application shall bear the court-fee stamp prescribed by law. Note 2. - In case of leases for the Chaibasa Town Khasmahal Clause 2 may be substituted as follows:- Except with the previous sanction of the Deputy Commissioner in writing which he may refuse at his discretion, the lessee shall not transfer, assign, sublet or part with the possession of the demised land and premises or any part thereof or any building erected thereon: Provided that sanction to a transfer, assignment subletting or parting with possession, in favour of a person, who is not a Government servant of the same clause as the lessee, shall not be granted unless an offer of the said transfer, assignment, subletting or parting with possession, for a consideration approved or fixed as reasonable by the Deputy Commissioner, and in case of disagreement by the Commissioner of the Division whose decision shall be final, has been made in writing to all Government servants aforesaid and has not been accepted by any of them. The offer shall be made in such manner and remain open for such period as may be directed by the Deputy Commissioner: Provided further that the sanction aforesaid shall not be granted unless a fee of rupee one or 25 per cent of the yearly rental, whichever is higher, is paid to the Deputy Commissioner. In the case of succession by inheritance no fee as aforesaid shall be payable, the person succeeding shall apply forthwith to the Deputy Commissioner (or the Sub-divisional Officer) 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 any trees standing on the said demised premises at the date of lease without the previous permission in writing of the Collector/Deputy Commissioner.

4. The lessee shall make no excavation on the said demised premises other

than as may be sanctioned by the Collector/Deputy Commissioner 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/Deputy Commissioner

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/Deputy Commissioner 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 instalment 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 6¼ per cent per annum from the date on which the same became 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| CollectorDeputy Commissioner| in writing. The building shall be constructed in accordance with specification and plans to be approved before hand by the Collector/Deputy Commissioner. 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.

8A. [The lessee shall not without the sanction of the Deputy 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.

Note. - A Khasmahal holding shall be deemed to be used for commercial purposes when it is utilised by the lessee for business with a capital out lay of Rs. 5000 and a monthly income of Rs. 300 and where other persons or assistants are employed or where a portion of the land or buildings is let out for business purposes.]

9. The| CollectorDeputy Commissioner| 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| CollectorDeputy Commissioner| may allow. On such cancellation

the| CollectorDeputy Commissioner| 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| CollectorDeputy Commissioner| 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. Note. - This clause should only be inserted in leases granted expressly for building purposes.

10. 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 premises or any

part thereof, and shall under the hand of the| CollectorDeputy Commissioner| 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| CollectorDeputy Commissioner| or for any deterioration in the value of his holding caused by severance or for such other loss as to the Collector/Deputy Commissioner 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.

11. 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.

12. On breach or non-observance of any of the terms or conditions aforesaid

the| CollectorDeputy Commissioner| may re-enter upon the said demised Poises and may determine this lease:

Provided that in case of such re-entry and determination except on breach of the condition in clauses 2, 7 and 8, the lessee shall be entitled to compensation for standing crops and trees planted by him and for all buildings erected and other

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

13. 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 Collector/Deputy Commissioner] [Substituted by C.S. No. 8 dated 21.10.1955.],

14. [If three months prior to the expiration of the said term the lessee shall notify the Collector/Deputy Commissioner 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 terms 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 that Government shall have the full right to increase the rate of rent not exceeding double the amount of the previous rent 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/Deputy Commissioner 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 within the limit specified above.

If, however, Government wants to resume the land under clause 10 of the lease, they would have to pay compensation to the lessee as provided for under that clause. Note. - In exceptional cases in which there is a prospect of abnormal development the renewal clause will either have to be modified to suit local conditions or omitted altogether. All such cases shall be referred for the orders of Government.](2) Lease for building sites along the Patna-Gaya Road (See Rule 17) This Indenture, made the.....day of.....between the Collector of Patna on behalf of the Governor of Bihar (hereinafter called the lessor which term unless there be anything repugnant in the context shall include his successors, representatives and assigns) and.....(hereinafter called the lessee which term, unless there be anything repugnant in the context, shall include his heirs, executors, administrators, representatives and assigns) of the other part. Whereas The lessee has applied for permission to occupy, for the purposes of his residence, the land specified in the first part of the Schedule here-under written and has paid a sum of Rs.....as salami and whereas the said application has received the sanction of the Governor of Bihar. Now this Indenture witnesseth that the lessor doth hereby grant and the lessee doth hereby accept a lease for the said purpose of the aforesaid parcel of land for a term of fifty years commencing from the.....day of..... on and subject to 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 seals the day and year first above written. Signed, sealed and delivered by the Collector of Patna acting in the premises for and on behalf of the Governor of Bihar. Signature of the Collector of Patna. in presence of Signed, sealed and delivered by the abovenamed Signature of lessee. in 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. That the lessee shall pay annually to the Collector of Patna, (hereinafter called the Collector) as rent the sum of Rs.....at the rate of Rs. 240 per acre in two instalments, one half on the 1st of January and the remainder on the 1st July in each year.**
- 2. That the lessee shall pay all rates, taxes and assessments imposed or assessed under any law for the time being in force upon the land or the building thereon or upon the landlord, tenant, occupier in respect thereof.**
- 3. That within one year from the execution of the lease, the lessee shall begin and within two years from the said execution shall complete the building on the land of a house with all the necessary outhouses for his residence.**
- 4. That the said house and outhouses with, if necessary, a compound wall shall be constructed in accordance with specification and plans to be approved beforehand by the Collector, and the rules hereto appended.**
- 5. The lessee shall not without the previous consent of the Collector, erect or suffer to be erected on any part of the land any building or wall other than and except one main dwelling house with its outhouses and compound wall as covenanted above; and in particular shall not erect or suffer to be erected any building of a temporary nature or with a roof of inflammable material except for the purpose of constructing the said dwelling house and outhouses.**
- 6. That the lessee shall not without the consent of the Collector carry on or permit to be carried 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.**

[Note. - A Khasmahal holding shall be deemed to be used for commercial purposes when it is

utilised by the lessee for business with a capital outlay of Rs. 5000 and a monthly income of Rs. 300 and where other persons or assistants are employed or where a portion of the land or building is let out for business purposes.] [Inserted by C.S. No. 4 dated 24.3.1954.]

7. That, should the buildings or any part thereof, be destroyed by natural causes or otherwise. Then within a period to be fixed by the Collector the lessee shall rebuild the same in accordance with the aforesaid plans and specifications or in accordance with such plans and specifications as may then be approved by the Collector.

8. That the lessee shall keep all buildings in proper repair and shall not make any external alterations in, or additions to, them without the previous consent of the Collector.

9. That the lessee shall in no way diminish or in any other way injure or make any permanent alteration in the land, without the consent of the Collector.

10. That the lessee shall demarcate and fence the land and keep intact and well-defined the boundaries thereof and shall, when required so to do, point out the said boundaries to any officer or person authorised by the Collector to inspect them.

11. That the lessee shall keep the land free from jungle and nuisance of all sorts. On his failure to do so, such jungle or other nuisance may be removed by the President of any Committee vested with any of the powers of a Municipalities over the land or in the absence of such a Committee by the Collector of Patna, and the expenditure incurred in and for the removal thereof, shall be recovered from the lessee as an arrear of rent.

12. That the lessee shall strictly obey and comply with any rules framed by any such Committee as aforesaid or other competent authority regarding the drainage and sanitation of the land and shall carry out all requisitions of any such Committee or authority for that purpose.

13. That the lessee may enjoy the fruit of any trees standing on the land but without the previous consent of the Collector shall not cut down or injure any such tree which has not been planted by him, and that any such tree, not planted by the lessee which may fall or be cut down shall be at the disposal

of Government.

14. That should the land leased or any portion thereof be at anytime required by the Government of Bihar for any purpose declared by Government to be a public purpose the Collector may resume and on giving three month's notice in writing may, through any officer or person authorised on that behalf, re-enter and take possession of the said land or portion thereof. The lessee shall there-upon be entitled to a reduction in the rent payable under the lease proportionate to the area taken by the Collector and shall be further entitled to compensation for standing crops and trees planted by him as well as for houses erected or other improvements made with the consent of the Collector on the land resumed, the amount of such compensation to be fixed by the Collector but in case of disagreement the matter shall be referred to the Commissioner whose decision shall be final.

15. That except with the previous consent of the Collector obtained in writing which consent shall be conditional on the payment to the Collector of a transfer fee of twenty-five per cent on the annual rent hereby reserved, the lessee shall not transfer by sale, mortgage, lease, assign or in any way whatsoever sublet or part with the possession of the said demised land and premises or any part thereof:

Provided that no such transfer fee shall be less than one rupee or amount to more than one hundred rupees: Provided also that the lessee shall be entitled to sublet the land hereby demised or the premises built upon it without the consent of the Collector and without payment of any fee for a period not exceeding six months.

16. That the lessee shall allow to any officer or person duly authorised on that behalf by the Collector, access to the said land or houses at any hour between sunrise and sunset for the purposes of seeing that the aforesaid terms and conditions are duly observed.

17. That on breach or non-observance of any of the aforesaid terms or conditions the Collector may declare that the lease has determined and become void, that an order of the Collector declaring that there has been such a breach or non-observance shall be final and conclusive proof of such breach or non-observance as between the parties hereto, and that on the expiry of one month from the date of such order the Collector or any officer

or person appointed on that behalf by Government shall be entitled to take possession of the land leased and buildings erected thereon:

Provided that in case of such re-entry the lessee shall be entitled to compensation for standing crops and trees planted by him as well as houses erected and other improvements made with the consent of the Collector, the amount of such compensation to be fixed by the Collector whose decision shall be final, conclusive and binding on the lessee.

18. [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. Any fine so imposed shall be recoverable under the provisions of the Bihar and Orissa Public Demands Recovery Act, 1914] [Substituted by C. S. No. 8 dated 21.10.1955.].

19. [If three months prior to the 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 terms 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 that Government shall have the full right to increase the rate of rent not exceeding double the amount of the previous rent 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 this 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 building, 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 within the limit specified above.

If, however, Government wants to resume the land under clause 14 of the lease, they would have to pay compensation to the lessee as provided for under that clause. Note. - In exceptional cases in which there is a prospect of abnormal development the renewal clause will either have to be

modified to suit local conditions or omitted altogether. All such cases shall be referred for the orders of Government.](3)Standard Form of lease for Monghyr Town Khasmahal(See Rule 17)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 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 appurtenance]. To hold the same unto the lessee from the day of.....for the term of.....years yielding and paying therefor 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 forth their hands and seal the day and year first above written.Strike off if not necessary.Signed by-the Lessee, in the presence of-Signed by-Collector,for and on behalf ofGovernor of Biharin 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 of.....the said rent of Rs.without any deduction in the following instalments:-

Note. - When the rent is below Rs. 5, it should be paid in one instalment on or before 15th January.

2. Except with the previous sanction of the Collector in writing and on payment of Rs.....the lessee shall not transfer, assign, sublet or part with the possession of the said demised land and premises or any part thereof.

Note. - The transfer fee to be entered in the lease should be one year's rental, subject to a maximum of Rs. 100 and to a minimum of Rs. 10 in all cases except 'A' class lands in the Military Bazaar where the minimum should be Rs. 15. In the case of succession by inheritance or by will 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 any tree standing on the said demised premises at the date of lease without the previous permission in writing of the Collector.

4. Without the previous consent of the Collector in writing the lessee shall not make any excavation on the said demised premises and shall not in any way diminish or in any way injure, or make any permanent alteration upon his holding.

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 instalment of rent on or before the dates herein fixed for such payments, such arrears shall without prejudice to any other right or remedy of the lessor carry interest at the rate of 6¼ percent per annum from the date on which the same become payable until payment.

7. The lessee shall, within one year from the execution of the lease, begin constructing a residential building or structure of a permanent nature on the land in accordance with a plan previously sanctioned by the Collector in writing and within two years from the said execution or within such further time if any, as the Collector may allow in writing, shall complete the said construction and shall not erect any building or structure or make any addition to or any alteration in or demolish or remove any building or structure now erected or hereafter to be erect any building or structure or make any addition to or any alteration in or demolish or remove any building or structure now erected or hereafter to be erected on the demised premises without the previous consent of the Collector in writing. On breach of this condition the Collector may cancel the lease and without prejudice to any other right or remedy of the lessor may require the lessee by notice in writing to demolish any such building or structure or addition which may have been completed or commenced or any building standing on the land demised and to remove within three months from the date of the service of notice the materials thereof and any materials which may have been collected on the

land and to restore the altered premises to their former condition, and if the lessee 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 the service of the notice within which such building or structure shall be demolished and such materials shall be removed may cause such buildings or structures to be demolished and such materials to be removed and may recover the cost of such demolition and removal from the lessee. The lessee shall not be entitled to any compensation whatsoever in respect thereof.

8. The lessee shall maintain all building 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.

8A. [The lessee shall not without the consent of the Collector 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.] [Inserted by C.S No. 4 dated 24.3.1954.]

Note. - A Khasmahal holding shall be deemed to be used for commercial purposes when it is utilised by the lessee for business with a capital outlay of Rs. 5,000 and a monthly income of Rs. 300 and where other persons or assistants are employed or where a portion of the land or building is let out for business purposes:

9. Without the previous sanction of the Collector obtained in writing the lessee shall not use the land or any building or other structure on the land, nor shall he permit the same to be used as a temple or place of religious worship or observance, nor shall he permit the public or any person to use the land demised for the purpose of religious worship or observance. In the event of any breach of this condition of the lease the Collector without prejudice to any other right or remedy of the lessor may re-enter upon the said demised premises and may determine the lease. On such re-entry and determination, notwithstanding anything contained in clause 12, the lessee shall not be entitled to any compensation whatever for any building, structures or improvements and all such buildings, structures and improvements shall vest absolutely in the lessor.

Note. - If it is proposed to permit the continuance of an existing Use for religious worship or observance insert the following proviso:-"Provided that nothing in this clause shall apply to the use for the purpose of religious worship or observance of the building specified in Part III of the

Schedule."

10. 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 premises 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 on the land demised or part thereof on the date of the execution of this lease and for any building or 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 to the Collector may seem equitable, the lessee shall within three months of 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 the case of disagreement as to the amount of the compensation aforesaid the matter shall be referred to the Commissioner whose decision shall be final.

11. 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 building erected thereon, whether the same be payable by the landlord, tenant, owner or occupier in respect thereof.

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

Provided that in case of such determination and re-entry except on breach of the conditions in clauses 2, 7, 8 and 9, the lessee shall be entitled to compensation for standing crops and trees planted by him and for all 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.

13. In the event of any breach or infringement of any of the terms or the conditions of this lease the lessee shall, in addition to and without prejudice to any other remedy of the lessor, be liable to a penalty by way of liquidated damages to be imposed by the Collector at his discretion, but not exceeding a sum of Rs. 250.

14. All sums of money, including rent, costs, penalties and damages payable by the lessee to the lessor under the terms of this lease shall be recoverable from the lessee as a public demand.

15. [If three months prior to the 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 that Government shall have the full right to increase the rate of rent not exceeding double the amount of the previous rent 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 of 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 within the limit specified above.

If, however, Government wants to resume the land under clause 10 of the lease, they would have to pay compensation to the lessee as provided for under that clause. Note. - In exceptional cases in which there is a prospect of abnormal development the renewal clause will either have to be modified to suit local conditions or omitted altogether. All such cases shall be referred for the orders of Government.]

Part III – List of buildings and other structures existing on the land hereby demised of which the use for the purpose of religious worship or observance is permitted.

Note. - If there is no such building, the word "None" should be entered and signed by both parties. (4) Lease for building sites in the Tatanagar Khasmahal. (See Rule 17) This Indenture, made the.....day of.....between the Deputy Commissioner of Singhbhum on behalf of the

Governor of Bihar (hereinafter called the lessor, which term unless there be anything repugnant in the context shall include his successors, representatives and assigns) and (hereinafter called the lessee which term, unless there be anything repugnant in the context, shall include his heirs, executors, administrators, representatives and assigns) of the other part. Whereas the lessee has applied for and received from the lessor permission to occupy, for the purposes of his residence, the land specified in the first part of the Schedule hereunder written and has paid a salami of Rs..... Now This Indenture witnesseth that the lessor doth hereby grant and the lessee doth hereby accept a lease for the said purpose of the aforesaid parcel of land for a term of thirty years commencing from the..... day of..... on and subject to the terms and conditions set forth in the 2nd part of the said Schedule. In Witness Whereof the said parties have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered by the Deputy Commissioner of Singhbhum acting in the premises for and on behalf of the Governor of Bihar. Deputy Commissioner, Singhbhum. In the presence of..... Signature of 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. Number of trees of each kind.

Part II – . - Terms and Conditions

1. That the lessee shall pay annually to the Deputy Commissioner of Singhbhum

(hereinafter called the Deputy Commissioner) as rent the sum of Rs..... at the rate of Rs..... per local bigha in two instalments, one half on the 15th of January and the remainder on the 15th July, in each year.

2. That the lessee shall pay all rates, taxes and assessments imposed or assessed under any law for the time being in force upon the land or the building thereon or upon the landlord, tenant, occupier in respect thereof.

3. That within one year from the execution of the lease the lessee shall begin and within two years from the said execution shall complete the building on the land of a house with all the necessary out-houses for his residence.

4. That the said house and outhouses with, if necessary, a compound wall shall be constructed in accordance with specification and plans to be approved beforehand by the Deputy Commissioner, and the rules hereto appended.

5. That the lessee shall not, without the previous consent of the Deputy Commissioner erect or suffer to be erected on any part of the land any building or wall other than and except one main dwelling house with its outhouses and compound wall as covenanted above; and in particular shall not erect or suffer to be erected any building of a temporary nature or with a roof of inflammable material except for the purpose of constructing the said dwelling house and out-houses.

6. That the lessee shall not without the sanction of the Deputy 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.

[Note. - A Khasmahal holding shall be deemed to be used for commercial purposes when it is utilised by the lessee for business with a capital outlay of Rs. 5,000 and a monthly income of Rs. 300 and where other persons or assistants are employed or where a portion of the land or building is let out for business purposes.] [Inserted by C.S. No. 4 dated 24.3.1954.]

7. That should the building or any part thereof, be destroyed by natural causes or otherwise than within a period to be fixed by the Deputy Commissioner the lessee shall re-build the same in accordance with the aforesaid plans and specifications or in accordance with such plans and specifications as may then be approved by the Deputy Commissioner.

8. That the lessee shall keep all buildings in proper repair and shall not make any external alterations in or additions to them without the previous consent of the Deputy Commissioner.

9. That the lessee shall in no way diminish or in any other way injure or make any permanent alteration in the land without the consent of the Deputy Commissioner.

10. That the lessee shall demarcate and fence the land and keep intact and well defined the boundaries thereof and shall when required so to do, point out the said boundaries to any officer or person authorised by the Deputy Commissioner to inspect them.

11. That the lessee shall keep the land free from jungle and nuisances of all sorts. On his failure to do so, such jungle or other nuisance may be removed by the president of any committee vested with and of the powers of a municipality over the land or in the absence of such a committee by the Deputy Commissioner of Singhbhum and the expenditure incurred in and or the removal thereof, shall be recovered from the lessee as an arrear of rent.

12. That the lessee shall strictly obey and comply with any rules framed by any such committee as aforesaid or other competent authority regarding the drainage and sanitation of the land and shall carry out all requisitions of any such committee or authority for that purpose.

13. That the lessee may enjoy the fruit of any tree standing on the land but without the previous consent of the Deputy Commissioner shall not cut down or injure any such tree which has not been planted by him and that any such tree not planted by the lessee which may fall or be cut down shall be at the disposal of Government.

14. That should the land leased or any portion thereof be at any time required by the Government of Bihar for any purpose declared by Government to be a public purpose the Deputy Commissioner may resume and on giving three months notice in writing may through any officer or person authorised on that behalf, re-enter and take possession of the said land or portion thereof. The lessee shall thereupon be entitled to a deduction in the rent payable under the lease proportionate to the area taken by the Deputy Commissioner and shall be further entitled to compensation for standing crops and trees planted by him as well as for houses erected or other improvements made with the consent of the Deputy Commissioner on the land resumed as also a further compensation for the diminution in the value or utility of the building (or premises) if any, due to such acquisition, the amount of such compensation to be fixed by the Deputy Commissioner but in case of disagreement the matter shall be referred to the Commissioner whose decision shall be final.

15. That the lessee shall not mortgage or otherwise transfer, assign or sublet a part of the demised land but the lessee may with the previous sanction of the Deputy Commissioner sell or mortgage the whole holding. Such sanction

will be conditional on payment to the Deputy Commissioner of a transfer fee of Rs. 25 per cent of the annual rental payable in respect of the land and will not be withheld except on public grounds to be recorded in writing. The lessee may not grant a sublease of the land or the house thereon for period which could in any event exceed six months without the previous sanction of the Deputy Commissioner who may give or withhold such sanction at his discretion.

16. That the lessee shall allow to any officer or person duly authorised on that behalf by the Deputy Commissioner, access to the said land or houses at any hour between sunrise and sunset for the purposes of seeing that the aforesaid terms and conditions are duly observed.

17. That on breach or non-observance of any of the aforesaid terms and conditions the Deputy Commissioner may declare that the lease has determined and become void, that an order of the Deputy Commissioner declaring that there has been such a breach or non-observance shall be final and conclusive proof of such breach or non-observance as between the parties hereto unless set aside by the Divisional Commissioner whose decision in the matter shall be final and that on the expiry of one month from the date of such order the Deputy Commissioner or any officer or person appointed on that behalf by Government shall be entitled to take possession of the land leased and buildings erected thereon:

Provided that in case of such re-entry the lessee shall be entitled to compensation for standing crops and trees planted by him as well as houses erected and other improvements made with the consent of the Deputy Commissioner, the amount of such compensation to be fixed by the Deputy Commissioner whose decision shall be final, conclusive and binding on the lessee unless set aside by the Divisional Commissioner whose decision in the matter shall be final.

18. [In the event of any breach or infringement of any conditions aforesaid the lessee shall, in addition and without prejudice to any other remedy of the lessors, be liable to a fine by way of liquidated damages a sum not exceeding Rs. 250 to be imposed by the Deputy Commissioner. Any fine so imposed shall be recoverable under the provisions of the Bihar and Orissa Public Demands Recovery Act, 1914.] [Substituted by C.S. No. 8 dated 21.10.1955.]

19. [If three months prior to the expiration of the said term the lessee shall notify the Deputy Commissioner 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 conditions that Government shall have the full right to increase the rate or rent not exceeding double the amount of the previous rent 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 Deputy Commissioner 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 within the limit specified above.

If, however, Government wants to resume the land under clause 14 of the lease, they would have to pay compensation to the lessee as provided for under that clause. Note. - In exceptional cases in which there is a prospect of abnormal development the renewal clause will either have to be modified to suit local conditions or omitted altogether. All such cases shall be referred for the orders of Government.](5)Model Kabuliyat Form for General use in Char or Diara Estates(See Rule 24)Whereas the Collector of the district of.....on behalf of Governor of Bihar has leased to me for a period of.....years.....months.....

days from.....to.....on the following conditions the| chardiara| land specified at the foot of this agreement situated in mauza.....thanathana no.....and sub-registry and permitted me to occupy the same for the purpose of cultivation. I.....son of.....resident of mauza.....thana.....thana no.....and sub....., by caste.....by occupation,do hereby on my part execute this Agreement binding myself, my heirs and my representatives as follows:-

1. That I shall pay the rent annually to the Collector for the abovementioned holding according to the following Agreement and rate:-

I.- The rent shall be.....annas Per| standard bighabigha of/haths/laggi| land specified at the foot of this agreement situated in
so long as the land remains sandy and unfit for cultivation in the judgement of the Collector, whose decision shall be final.II. - The rent shall be Rs.....per bigha when the land becomes fit for rainchi in the judgement of the Collector, whose decision shall be final.III. - The rent shall be Rs.....per bigha when the land becomes fit to grow barley in the judgement of the Collector, whose decision shall be final.IV. - The rent shall be Rs.....per bigha when the land becomes fit to grow wheat in the judgement of the Collector, whose decision shall be final.V. - I shall be bound to inform the Collector when the land becomes fit for cultivation, and the order of the Collector declaring what rate of rent shall be payable in any year shall be final.

2. That I shall cultivate the land myself or by my own servants or by hired labourers under my supervision.

3. That, subject to the provisions of the Bihar Tenancy Act, I shall not at any time during currency of the lease or thereafter transfer or bequeath or otherwise alienate or encumber the holding or any portion thereof without the sanction of the Collector.

4. That I shall nor have any co-sharer in the holding nor shall I sublet it otherwise than in accordance with the provisions of the Bihar Tenancy Act.

5. That I shall not erect any buildings other than a dwelling house, for myself and my family with necessary out-offices, without the previous written consent of the Collector.

6.

That I shall not use the land in any manner which would materially impair its value or render it unfit for the purpose of the tenancy without the previous written consent of the Collector.

7. That I shall be liable to pay additional rent for all land in my possession found by measurement to be in excess of the area for which rent is paid at such rates as may be determined by the Collector.

8. That I shall not permit the cattle of other persons to graze on the land without the sanction of the Collector in writing previously obtained.

9. That I shall keep intact and well defined the boundaries of the holding hereby settled with me and shall point them out when required to do so by the Collector to any officer authorised or deputed by him.

10. That in the event of my not paying any instalment of the rent on or before the date fixed for such payment, I shall pay interest on such arrears in addition to the amount of such arrears at the rate of 6¼ per cent per annum from the expiration of that quarter of the agricultural year in which the instalment falls due to the date of payment, and shall also be liable to notice to quit and to ejectment as provided in the Bihar Tenancy Act of 1885.

Specification of Land District.....Sub-divisionName of village.....Pargana.....Survey No.....of Village.....Thana.....Tauzi no.....Char or diara estate.....(Name)Description of land

Serial no. of plots.	Survey no. (if any) of plot	Boundaries on four sides*	Area	Date	Jama	Remarks (About position and number of trees, etc.)	Explained in vernacular to the Executant Clerk.
			B.k.d.		Rs.p.		
		North....					
		South....					
		East....					
		West....					

Written by Clerk.

* If thought necessary by the Collector.

*Paise.

Instalment- 1st ... 15th May ... 25

" 2nd ... 15th October ... 25

" 3rd ... 1st February ... 50

Dated the 200...

(6)Form of agreement prescribed for use by the District Committee, Municipality, Pleaders or Mukhtars for building erected by them on Government land.(See Rule 27)An Agreement made the.....day of.....200.....Between the Governor of Bihar of the one part and.....hereinafter called the licensees of the other part.Whereas the licensees have applied for permission to erect a building for the accommodation of.....upon the Government land in the vicinity of.. as shown in the accompanying site plan to which the Governor of Bihar has consented upon the terms following :It is hereby agreed and declared as follows:-Firstly. - That plans of the

proposed building shall first be approved by Government before construction is commenced and shall form an annexure to the agreement and that the building shall be completed in accordance with such plans. No alterations or additions shall be made to the building without the previous sanction of Government. Secondly. - That the licensees shall complete the said building within *months failing which the Government will be entitled to take the possession of the land with any building thereon without payment of any compensation.*The time allowed for completion will be determined by the Superintending Engineer or Inspector of Works of the Circle. Thirdly. - That the Licensees shall maintain the said building in proper repair and that the Licensees shall at all times without objection make such repairs to the said building as the Magistrate or Deputy Commissioner of the District or the Commissioner of the Division may by letter under his signature require to be made. Fourthly. - That the Licensees shall not without the permission of Government in the Public Works Department devote the said building to any other purpose than for that which its erection is now permitted, that is to say, the accommodation of.....and that the Licensees shall not lease out or otherwise dispose of the whole or any portion of the building to be erected. If the Licensees break either of the above conditions Government shall be entitled at any time after such breach of conditions to require the Licensees to relinquish the entire building and site on one month's notice and the Licensees shall relinquish the same and the Licensees shall have no claim to any compensation whatever. Fifthly. - That if the Licensees shall for three months after receipt thereof fail to comply with a requisition to repair the said building made by The Magistrate or Deputy Commissioner of the district or the Commissioner of the Division in the manner aforesaid or the Licensees shall without the aforesaid permission of Government devote the said building to any other purpose than that for which erection is now permitted or if for the space of six months the said building shall not be used for the said purpose then the said building shall become absolutely and entirely the property of Government and the Licensees shall not be entitled to any compensation in respect thereof. Sixthly. - That the Licensees shall not by reason of being allowed to erect the said building on the said Government land acquire or be entitled to any right or interest whatever in the soil or ground upon which such building is erected save and except the right to enjoy and use the said building subject to conditions of this agreement. Seventhly. - That the Licensees shall without objection pay all taxes chargeable upon the said building and the land on which the aforesaid building stands when erected whether such taxes be leviable by law upon either landlord or tenant. Eighthly. - That if Government require the said building whilst in the Licensees' use and enjoyment the Licensees shall without objection comply with such requisition within six months after receipt of a notice to the effect and shall only be entitled to receive the value of the building at the time (such value to be assessed by the Superintending Engineer or the Inspector of Works of the Circle or the cost of the erection thereof whichever shall be less but no further compensation whatsoever. If the Licensees fail to comply punctually with a requisition mentioned in the preceding paragraph the said building shall become absolutely the property of Government and the Licensees shall not be entitled to either value or cost mentioned in the said paragraph. (7) Lease to Shopkeepers (See Rule 29) An Agreement made the.....day of.....Between..... (hereinafter called the "lessee" which term unless repugnant to the context shall include his successors and assigns) of the one part and the Governor of Bihar (which term unless repugnant to the context shall include his successors and assigns) of the other part. Note. - The lease should be registered. Whereas the lessee has applied for lease to erect a building for a shop for the sale of.....upon the land belonging to the State Government described in the Schedule hereto and

whereas such leave to erect such building upon the said land for the said purpose has been granted by the Governor of Bihar. Now it is hereby mutually agreed by and between the parties hereto as follows: First. - That the lessee shall construct the said building withinmonths and occupy the land on which the said building stands for the said purpose for a period of.....year, commencing fromSecondly. - That the lessee shall not transfer the lease or sublet the land or building except with the sanction of the Collector in writing. Thirdly. - That the lessee shall maintain the said building in proper repair, and that the lessee shall at all times without objection make such repairs to the said building as the Superintending Engineer of the Circle may by letter under his signature require to be made. Fourthly. - That the lessee shall not occupy the said land nor without the permission of the Collector devote the said building to other purposes than those for which this lease is granted, that is to say, for the sale of articles required by persons attending the courts as enumerated in the margin; and that this lease shall at once determine and cease if the lessee is convicted of any cognizable or non-bailable offence or is at any time declared to be a "tout" under Section 36, Act XVIII of 1879. Fifthly. - That if the lessee shall for three months after-receipt thereof fail to comply with a requisition to repair the said building made by the Superintending Engineer in the manner aforesaid or if the lessee shall without the aforesaid permission of the Collector devote the said land or building to any other purpose than that for which it is allowed to be occupied, or if, for the space of six months, the said land or building shall not be used for the said purpose, then this lease shall determine and cease and the said building shall become absolutely and entirely the property of Government and the lessee shall not be entitled to any compensation in respect thereof. Sixthly. - That the lessee shall not by reason of being allowed to erect such building on the said Government land acquire or be entitled to any right or interest whatever in the soil or ground upon which such building is erected, save and except the right to erect, enjoy and use the said building subject to the conditions of this agreement. Seventhly. - That the lessee shall, without objection, pay all taxes for the time being chargeable upon the said building, when erected, whether such taxes be leviable by law upon landlord or tenant, always save and provided that the lessee shall not be liable to pay the land tax. Eighthly. - That if Government require the removal of the said building whilst in the use and enjoyment of the lessee under this agreement, the lessee shall without objection comply with a requisition for its removal within a reasonable time after receipt thereof and upon payment of the value of the building at the time (such value to be assessed by the Superintending Engineer of the Circle) or the cost of the erection thereof whichever shall be less, but without any further compensation whatsoever. Ninthly. - That on the expiry of the terms of this lease, the lessee shall, if he has duly observed all the conditions thereof, be entitled to its renewal. Tenthly. - That if the lease is not renewed and unless the lessee sells the building to Government, at such price as may be agreed upon, the lessee shall remove it within the period of three months from the expiry of the lease at his own expense. If the lessee fails to remove the building within three months from the expiry of the lease the building shall become absolutely and entirely the property of Government. In Witness Whereof the said parties hereunto have set their hands and seals. The Schedule above referred to. All that piece or parcel of land containing an area of or thereabouts situate in the registration district of.....sub-district of..... and thana of.....and bounded on the North byon the South byon the East byand on the West by(8) Licence to sell Pan, etc., in a Government Compound (See Rule 29) Name.....son of licensed to sell pan, tobacco, matches, etc., in the [Collectorate] compound. License to remain in force for one year from.to [This licence authorizes you to

sell] [Nature of commodity.] in the above compound [in the building standing] [These words should be used in the case of shops built by the Public Works Department.] on the plot numberedfor the year.....between the hours of 6 A.M. and 6 P.M. daily on the following conditions:-

- 1. You shall pay the remaining $\frac{3}{4}$ th of the licence fee which amounts to Rs. within a month from the date of auction failing which the $\frac{1}{4}$ th of the licence fee already deposited, by you will be forfeited and the shop will be put up to fresh auction.**
- 2. You are prohibited from transferring or subletting the licence.**
- 3. You are forbidden to erect any permanent or semi-permanent structures and for any temporary shed or structure you may desire to erect on the aforesaid plot for protection against the weather you must obtain in advance the approval of the Collector of in writing.**
- 4. You shall not apply the plot assigned to you, or any part of the any purpose other than the selling of the above commodities.**
- 5. You shall keep the premises neat and clean and make proper arrangements for the daily removal of all rubbish and refuse therefrom.**
- 6. In case of accident due to negligence or want of due care and caution on your part you shall make good all damages to the building or structure other than fair wear and tear. The decision of the.....(designation of the officer) on the question whether there has been an accident of the kind contemplated by this clause shall be final and binding on you.**
- 7. Any breach of the above conditions of the license will render the license liable to be cancelled.**
- 8. You shall furnish a security of Rs.....which may be liable to forfeiture, without prejudice to any other remedy of the Collector for failure to carry out the directions given from time to time by the Collector or for failure to remove the structure on the expiry of this term of this license.**

(9)License to Professional Typists working in the Court Compound(See Rule 31)CollectorateName.....son of.....licensed to work as typist in the court compound

at.....License to remain in force for one year from..... This license authorises you to work as professional typist in the above compound on the plot numbered.....

- 1. You shall pay a fee of Rs.....by instalments of one-fourth on the first day of each quarter in advance in default of which the license will be liable to be withdrawn.**
- 2. You are prohibited from transferring or subletting the licensed plot.**
- 3. You are forbidden to erect any permanent or semi-permanent structure and for any temporary shed or structure you may desire to erect for protection against the weather you must obtain the approval of the Collector in writing. Any temporary structure so erected shall have to be removed by you on the expiry of the license or its prior cancellation.**
- 4. You shall not apply the plot assigned to you, or any part of it, to any other purpose.**
- 5. You shall keep your premises neat and clean.**
- 6. Any breach of the above conditions of the license will render the license liable to be forfeited.**
- 7. The licence conveys no permission to enter any Government Office.**

(10)Form of Agricultural Lease for the side-cutting lands of the Grand Trunk Road in Gaya and Sahabad(See Rule 33)This Agreement made this the.....day of the month of200,, between the Collector on behalf of the Governor of Bihar to be hereinafter called the Lessor which term includes, unless repugnant to the context, all his successors in office, assigns representatives in interest of all sorts of the one part and.....son of.....by caste resident of village,....., pargana.....thana..... Post Office,.....district by occupation,to be hereinafter called the Lessee which term includes, unless repugnant to the context, all his heirs, assigns and representatives in interest of ail sorts of the other part.Witnesseth as follows:-

1. That the area of the Grand Trunk Road side-cutting land settled by the

Lessor with the Lessee under this lease is

B.....K.....Dh.....or.....acres only and is fully described in Schedule I, at the foot hereof.

- 2. That the settlement of the above said lands is for a term ofyears commencing from the day of.of the year**
- 3. That the rent payable for the area aforesaid is Rs.....a year besides any cess or the cesses payable by law and the lessee doth hereby promise and undertake to pay the said rent and cess or cesses regularly to the lessor in the instalments specified in Schedule II, at the foot hereof and that the lessee doth hereby further undertake and promises that he will not make any default in the payment of any of the instaments aforesaid and that in case he makes any such default, he shall be liable to pay interest on the arrears due at the rate of 6¼ per cent per annum from the date of each default and in case of three consecutive defaults, the lessor shall be entitled to determine this lease and to re-enter forthwith on the said lands without any notice or any kind of reference to him.**
- 4. That immediately on the expiry of the term of this lease as specified above, the lessee shall make over vacant possession of each and every portion of the land let out hereunder and the lessor shall be entitled to re-enter without any notice or any kind of reference to the lessee and the lessee shall not be entitled to raise any objection of any kind whatsoever to the same or to set up any right or title in the said land.**
- 5. That the lessee shall not sublet or transfer in any way, any portion of land let out hereunder without the sanction in writing of the lessor.**
- 6. That the lessor shall have the right to dig earth at any time from any portion of the land let out hereunder for the upkeep and the repair of the Grand Trunk Road and for any purpose in connection therewith and the lessee shall not be entitled to claim any compensation or reduction of rent on that account, but the lessor shall not unnecessarily damage any standing crop and if damage is caused to any standing crop by the digging of earth from the said land for the purposes aforesaid, the lessee shall get such reasonable compensation for the said damage as may be fixed by the Collector, whose decision in the matter shall be final and not capable of being questioned or re-opened in any way whatsoever.**

7. That the lessor shall be entitled to realise the arrears of rent and cesses, if any, from the lessee under the procedure laid down in the Bihar and Orissa Public Demands Recovery Act or any such other Act that may be in force for the time being.

8. That in case the land let out hereunder or any portion thereof be needed at any time by the lessor for any public purpose, the lessee shall on receipt of one month's notice from the lessor forthwith vacate the land and shall not claim any compensation for the same excepting the value of the standing crops if there be any at the time when the lessor takes possession. The decision of the lessor as to the value of the standing crops shall be final and conclusive.

9. That the lessee shall not use the land let out hereunder or permit the same to be used for any purpose other than cultivation and shall not use it in such a way as to make it unfit for the purpose of cultivation. On breach of this condition the lessor shall be entitled to determine this lease and to re-enter immediately on the said land without any notice or reference of any kind whatsoever and the lessee shall not be entitled to claim any damages or compensation for the same.

10. That the lessee shall not allow any portion of the land let out under these presents to pass into the possession of anybody else and in case there be any encroachment by anybody upon any portion of the said land the lessee shall forthwith inform the Executive Engineer and shall himself in the meantime take such steps as the law permits and if the lessor be dispossessed at any time of any portion of the land aforesaid, owing to the collusion, connivance or negligence of the lessee and any loss is caused to the lessor on account thereof the lessee shall be liable to make good all the said loss with interest.

11. That the lessee shall not plant any trees upon the said land and shall not have the right to cut any tree standing on the land or to appropriate the produce or timber hereof.

12. That the lessee shall not erect any bunds on the land leased to him except on the written authority of the lessor, who shall specify the crest level or maximum height allowed and the lessee shall be bound to remove any such bund within 24 hours of receiving a notice to do so. Breach of this condition shall entitle the lessor to re-enter immediately into possession of the land and the lessee shall be entitled to no compensation whatsoever.

In witness whereof the| lessor named above| lessor named above| lessor named above| doth doth do| Set| his his their| respective| hand hand hands| hereunto the date the month and the year first above written.

I

Specification of the land let out with boundaries.

II

Rental and cess and the instalment in which they are payable. Note. - The term of a lease should not extend beyond 5 years and when it expires the lessor should obtain and retain possession of the land for a month before making a fresh lease. The lease is not to be renewed. (11) Form of Building Lease for the side-cutting lands of the Grand Trunk Road in Gaya and Shahabad (See Rule 33) This Indenture made the.....day ofbetween the Collector on behalf of the Governor of Bihar (hereinafter called the lessor which expression shall, where the context so admits or implies, include his successor in office and assigns) of the one part and son of.....by casteresident of village.....parganathana....., Post Officedistrict.....and by profession,(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. Witnesseth that the lessor doth hereby demise unto the lessee all that piece of land containing in the whole B.....K.....Dh or thereabouts in the town of.....plot No.....[(more fully described at the foot hereof)] [This clause to be penned through where the land is vacant.] on which are standing the buildings as per schedule attached, to hold the same for the term of.....years commencing from the date of..... subject to the following conditions:-

1. The lessee shall pay to the lessor a yearly rent of Rs.....

commencing from.....day of.....

2. The lessee shall use| [that portion of the said land and which is vacant at the commencement of the lease the said land] [The upper clause to be retained and the lower penned through where there is already a building in existence but if the land demised is a vacant one the upper clause is to be penned through and the lower retained.]

for building kutchra houses only and shall not build thereon any pucca house of a permanent and

stable nature but may construct a well therein but he shall make no unnecessary excavations or remove or appropriate any mineral substance found within the land. A pucca house in existence before the execution of this lease may remain if its construction was authorised by the lessor, and in any other case with permission of the lessor.

3. Save and except the buildings or structures mentioned in clause 2 the lessee shall erect no further buildings or structures or make any alterations in any existing buildings or structures without the written consent of the lessor.

4. The lessee shall not at any time use the said premises or permit the same to be used for any purpose other than that of a private dwelling house or shop without the previous consent in writing of the lessor. The lessee shall not erect any building within 50 feet of the centre line of the road and shall not object to the lessor taking earth for road repairs from any place within 30 feet of the centre line of the road in front of the said demised land.

5. The lessee shall at all times during the said term repair and keep the buildings to be erected on the land in good tenantable condition.

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

7. Except with the previous sanction of the lessor in writing and on payment of a fee equal to 25 per cent of the yearly rental (provided that such fee shall not be less than rupee 1 or more than rupees 100) the lessee shall not transfer, assign, sublet or part with the possession of the said demised land and premises or any part thereof.

8. If the lessor at any time before the expiry of this lease is desirous for any public purpose of resuming possession of the said demised land or any part thereof and shall under the hand of an officer duly authorised 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 lessor or for any deterioration in the value of this holding caused by severance or for such other loss as to the officer aforesaid may seem equitable, the lessee shall within three months from the

date of the receipt of the notice aforesaid, vacate the said demised land 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 decided by the Collector of the district whose decision shall be final and not liable to be questioned or reopened in any way whatsoever.

9. And the lessor doth covenant that the lessee observing all the aforesaid conditions shall peaceably hold and enjoy the said land during the said term without any interruption by lessor, provided that upon any breach or non-observance by the lessee of any of the aforesaid conditions the lessor may notwithstanding any previous waiver of the right of re-entry, enter upon the said land and repossess it as if this demise had not been made, the lessee in such case being entitled within three calendar months from the date of such re-entry to remove all building and fixture which at any time during the currency of his demise shall have been erected or affixed by him upon the said land.

10. [If three months prior to the 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 and interval of every 30years on the express condition that Government shall have the full right to increase the rate of rent not exceeding double the amount of the previous rent at every renewals but otherwise on the said terms and conditions and subject to the same covenants and agreements, including the 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 building, 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 there upon 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 within the limit specified above.

If, however, Government wants to resume the land under clause 8 of the lease, they would have to pay compensation to the lessee as provided for under that clause. Note. - In exceptional cases in which there is a prospect of abnormal development the renewal clause will either have to be modified to suit local conditions or omitted altogether. All such cases shall be referred for the orders of Government.] [Substituted by C S. No. 1 dated 11.12.1953.]

11. The lessee shall pay in advance to the lessor the rental and the other dues, if any, in instalments specified herein below and shall not make any default in the payment of any of these instalments and in case of default the lessee shall be liable to pay interest on the arrears due at 6¼ percent per annum from the date of each default. The lessor shall be entitled to realise all the arrears of rent and other dues from the lessee under there procedure laid down in the Bihar and Orissa Public Demands Recovery Act or any such other Act that may for the time being be in force.

In witness whereof the| lessor doththe lessee doththe lessee and lessee do| Set| his handhis handtheir hands

hereunto on the date, month and the year first above written. Specification of land let out and also of the building, if there be any, on the same. Instalment (11 A) Form of lease for Settlement of Khasmahal Hat Lands. (See Rule 33A) This indenture made the.....day of..... 200.....between the Governor of Bihar (hereinafter called the lessor, which term shall where the context so admits or implies, include his successors in office and assigns) of the one part and.....son of.....resident of (hereinafter called the lessee which term shall, where the context so admits or implies, include his heirs, executors, administrators, legal representatives and assigns) of the other part. Whereas the lessee has applied for and the lessor has agreed to grant the right to collect and appropriate the tolls from the hat/hats described in the Schedule hereto annexed for a period of..... commencing from the.....200.....and whereas the lessee has paid sum of Rs.....(in words) as security deposit. Now this indenture witnesseth that the lessor do hereby grant and the lessee doth hereby accept the right to collect, the tolls aforesaid. And it is hereby further expressly agreed and declared as follows:-(1) That the lessee shall pay annually to the Collector/Deputy Commissioner of..... (hereinafter called the Collector) as rent, the sum of Rs (in words) payable in equal monthly instalment of Rs each on the first day of each calendar month in advance. On default of such payment the lessee shall be liable to pay interest on the arrear at the rate of 6¼ per cent per annum. (2) That the lessee shall comply with all orders issued by the Collector for the regulation of Hats generally or of the Hat/Hats noted in the Schedule hereto in particular. (3) That the lessee shall be at liberty to engage any person to collect the said tolls in the said Hat/Hats during the period of this lease on his behalf and as his agent, the lessee shall, forthwith remove from his service any such agent whom the Collector orders to be removed on the ground of his being undesirable or on any other ground. (4) That the lessee or his agent shall collect tolls from the said Hat/Hats according to the Schedule of rates of tolls prescribed by the said Collector and shall not collect or realise any thing in excess of or in addition to the said rates. The lessee shall cause the said Schedule of rates of tolls in the languages and scripts directed by the

Collector to be hung up, and keep the same hung up during the period of this lease in not less than two conspicuous places in the said Hat/Hats.(5)That the lessee shall grant correct receipts to all persons for tolls collected from them in such form as may be prescribed by the Collector, and shall pay to the Collector the price of any form that may be supplied to him by the Collector.(6)That the lessee shall maintain correct accounts of all collections made by him, and shall produce the same for inspection whenever called upon in writing to do so by the Collector or any other officer deputed or appointed by him for that purpose.(7)That the sum of Rs.....(in word) deposited with the Collector is by way of security for the due observance and performance of the terms and conditions of this lease, and the same or any part thereof, may, if necessary, be appropriated by the Collector towards any instalment of rent that may fall in arrear or any sum that may be due or adjudged by the Collector to be due. The Collector's decision in the matter shall be final.(8)That the lessee shall be responsible for the proper sanitation of the Hat/ Hats and shall always keep the Hat ground clean and in good state and free from all filthy or other insanitary materials.(9)That the Hat premises shall not be used by the lessee for any political meeting or conference without any authority in writing of the Collector.(10)That in case of any emergency, such as the breakout of an epidemic, disease in virulent form in the close neighbourhood of the Hat, it shall be open to the Collector to close the Hat without allowing any compensation to the lessee.(11)That it shall be open to the Collector to prohibit the sale at the Hat of a particular commodity in the interest of public health.(12)That without the written authority of the Collector the lessee shall not change the site of the Hat or make any material alteration, rearrangement or redistribution herein so as to effect the future income of the Hat or cause inconvenience to customers or the general public.(13)That the lessee shall hold the Hat within the boundaries specified in the Schedule below and on such days as the Collector may prescribe and shall be entitled to realise tolls on those days only.(14)That the lessee undertakes to construct and bring to completion at his own cost and to the satisfaction of the Collector such works as the Collector may direct.(15)That the lessee shall not assign or underlet his interest under these presents to any person whosoever without the consent in writing of the Collector previously obtained.(16)That if any instalment of rent be not paid by the lessee at the time and in manner aforesaid, whether the same shall or shall not have been normally demanded, or if there shall be any breach of non-observance of the conditions hereinbefore contained or any of them then, and in any of the said cases, and notwithstanding that action may not have been taken on any similar previous default for the exercise of the powers conferred by this clause, it shall be lawful for the Collector by an order in writing to cancel and annul this agreement and to resettle the said Hat/Hats at his discretion with any other person or persons; and in such case the lessee shall be liable to make good any loss that the Collector may suffer in resettling or being unable to resettle the said Hat/Hats.(17)That any arrear of rent or interest thereon or any penalty imposed or compensation for loss that may be due to the lessor hereunder shall be payable to the Collector and on default the same shall, without prejudice to any other remedy of the lessor, be recoverable as a public demand under the provisions of the Bihar and Orissa Public Demands Recovery Act.(18)That an appeal from the order of the Collector cancelling this grant as above shall lie to the Commissioner if preferred within thirty days of the passing of such order, and the decision of the Commissioner shall be final.In witness whereof the parties to these presents have hereunto set and subscribed their respective hands and seals the day and year first above mentioned.,

Schedule 3

Description of the Hat/hats

{|

Collector.....Deputy Commissioner....

| - | | - | (Signature of Lessee) | for and on behalf of the Governor of Bihar | - | Witnesses-(1) |

Witnesses-(1) | - | (2) | (2) | } [Appendix A (IIB)] [Inserted by C.S. No. 5, dated the 24th March, 1954.]

Form of lease for settlement of fishing right in | rivertankbandh

(See Rule 33-B) This indenture, made the day of 200 between the Collector of Bihar (hereinafter called the lessor which term shall, where a context so admits or, implies, include his successors-in-office and assigns) of the one part and son of resident of (hereinafter called the lessee which terms, shall where the context, so admits or implies, include his heirs, executors, administrators, legal representatives and assigns), of the other part. Whereas the lessee has offered to take the settlement of fishery rights in the river

(i) the higher bid the annual rent fixed by the Collector | and the lessor has agreed to settle (ii) the fishery right for a period of commencing from the 200 and whereas the lessee has paid of sum of Rs. (i) amount of bid (in words) being one-fourth of the (ii) amount of annual as security deposit. Now this indenture witnesseth rent fixed by the Collector that in consideration of a sum of Rs. only per annum as rent the lessor doth hereby grant and the lessee doth hereby accept the settlement of the fishery right in the | rivertankbandh | as described in Schedule I and it is further expressly agreed and declared as follows:-

That the lessee shall pay annually to the | Collector Deputy Commissioner | of (hereinafter called the Collector)

as rent the sum of Rs. (In words) ... payable according to the instalments given below as fixed Collector by the Deputy Commissioner on default of such payment the lessee shall be liable to pay interests on the arrears at the rate of 6 1/2 per cent per annum.

2. That the lessee shall comply with all orders issued by the Collector for the efficient working of the fishery.

3. That the lessee shall not assign or under-let his interest under these presents to any person whatsoever without the consent in writing of the Collector previously obtained.

4. That the lessee shall, during the term of the lease, take out fish from the

| rivertankbandh | by rods and nets only and shall not in any manner cut or breach any embankment of the | rivertankbandh | provided that it shall be competent for the Collector

(in bandh the case of tanks and bandhs only) by an order in writing to forbid for period or periods not exceeding in aggregate three calendar months in any single year during the term of this lease the use of nets of all or any description and the lessee shall not be liable for any rebate of rent or compensation for such suspension of the right to fish with nets.

5. That the lessee shall not introduce into the| rivertankbandh| any substance for the purpose of poisoning fish or any other obnoxious substance and shall in like manner abstain from the practice of dynamiting or similar process for the purpose of destroying or taking fish from the| rivertankbandh| and shall be responsible for commission of such aforesaid acts by his agent, sub-lessee (if any) or any other person in the same manner as if he had himself done such act.

6. That the lessee shall not raise any objection to the prospecting of spawn or fish fry by the Fisheries Department and collection of them for stocking other tanks and ponds free of costs and shall sell fish spawn and fry to the Fisheries Department when so required at rates to be fixed by the Department of Fisheries from time to time.

7. The Collector shall have the right to cause repairs to be effected to the tank| tankbandh| at any time he deems proper without any right

of compensation or abatement of rent accruing to the lessee save for such loss as may result from actual escape or loss of fish to be determined by the Collector whose order shall be final.

8. [That the lessee shall not effect any change in the area of the [Clauses 7 and 8 will apply in case of settlement of fishery right in tank/bandh only.]| tankbandh| and shall not by cutting, draining or any other method diminish the

supply of water in it and shall in no manner, whether by intent, neglect or carelessness, damage it provided that the lessee shall not be held responsible for any damage caused to the tankbandh| by any agency beyond the control of the lessee or not resulting directly or indirectly from his carelessness or neglect.]

9. That the lessee shall supply or at such intervals as may be fixed by the Collector, fish of good quality to the public at the places and in quantities and rates mentioned in Schedule II hereto annexed subject to such modification from time to time as may be made by the Collector.

(a)That the lessee shall stock the tank/bandh with fish regularly.

10. That the lessee shall not raise any objection to navigation of boats, steamer in the river.

11. The lessee shall not have the right to interfere with or obstruct or cause

interference or obstruction to the use of the water of the| rivertankbandh| for the purpose of irrigation, bathing and watering of cattle. In cases of abuse of the above rights or where the State Government have forbidden the use of the water of the said river/ tank/bandh/ for any specific purpose or purposes and there has been a breach of such order the lessee shall report the matter to the Collector whose order in this respect will be final.(a)[The lessee shall not pollute the water of the tank or bandh.] [Clauses 9 and 10 will apply in case of settlement of fishery right in river only.]

12. That if any instalment of rent be not paid by the lessee at the time and in manner aforesaid, whether the same shall or shall not have been formally demanded or if there shall be any breach or non-observance of the conditions herein before contained or any of them then and in any of the said cases and notwithstanding that action may not have been taken on any previous default for the exercise of the powers conferred by this clause, it shall be lawful for the Collector by an order in

writing to cancel and annul this lease and to resettle the| rivertankbandh| at this discretion with any other person or persons and in such case the lessee shall be liable to make good any loss that the Collector may suffer in resettling or being unable to resettle the| rivertankbandh| at this discretion

13. That any arrear of rent or interest thereon or any penalty imposed or compensation for loss that may be due to the lessor hereunder shall be payable to the Collector and on default the same shall without prejudice to any other remedy of the lessor be recoverable as a Public Demand under the provisions of the Bihar and Orissa Public Demands Recovery Act.

14. That on appeal from the order of the Collector cancelling this lease as above shall lie to the Commissioner if preferred within 30 days of the passing of such order and the decision of the Commissioner shall be final.

In witness whereof the parties to these presents have hereinto set and subscribed their respective hands and seals the day and the year first abovementioned.Collector.....Deputy Commissioner.....For and on behalf of the Governor of Bihar.Witnesses-(1)(2)Signature of lesseeWitnesses-(1) (2)

I

Description of| rivertankbandh

II

Kind of fish. Rate quantity. Place where to be sold.(12)Form of Engagement by purchaser.(See Rule 162)I..... son of..... resident of village.....in the district of..... execute this engagement in connection with the Government estate.....no. on the revenue-roll of the district ofconsisting of an area of bighas equal to acres and

bearing an annual revenue of Rs the| proprietary rightraiyati interest| of Government which has been sold to me for the sum of Rs

2. The existing jama of Rs is fixed in perpetuity, and the rights conveyed to me under the engagement are those of the proprietor of a permanently-settled estate. I will be at liberty to alienate the property at pleasure. I bind myself to respect the recorded rights and the rights conferred by the laws in force, as also the rights of the under tenants and resident cultivators who have signed the schedule of assessment prepared by the Revenue authorities.

3. I will pay the Government revenue kist by kist, according to the instalments noted at the foot of this engagement, and I will raise no objection on the score of draught and inundation, or any providential visitation; nor will such objection be allowed.

N. B. - In the case of the sale of any estate yielding an annual rental of less than Re. 1, the following should be substituted for the words "the existing jama of Rs is fixed in perpetuity", in the first sentence of clause 2 above and clauses 3 and 4 of the form should be omitted:-"I shall be permanently exempted from the payment of any Government revenue in respect of the estate".

2. In the case of other estates situated in temporarily-settled tracts, the following should be substituted for the first sentence of clause 2 :-"The existing jama of Rs is fixed for the term for the current settlement and will be subject to revision at each successive settlement, and the rights conveyed to me under the engagement are those of a purchaser of a temporarily-settled estate".

4. If I default in the payment of the Government demand on account of the estate, the estate will be liable to sale for arrears of revenue under the provisions of the law in force.

5. Government reserves to itself the right of all minerals, together with such rights of way and other reasonable facilities as may be requisite for working, gathering and carrying away such minerals.

6. This engagement will be equally binding upon my heirs and successors.

(13) Model Form of agreement for alienation of State land. (See Rule 170) An agreement made the..... day..... of..... 200 between the Governor of Bihar hereinafter called "the grantor" of the one part and the hereinafter called "the grantee" of the other part. WHEREAS the grantee has applied to the grantor for a

grant of land to be used for | a publica religiousan educationetc. | purpose, namely, for And Whereas the grantor has agreed to make over to the grantee the land described in the Schedule hereto and delineated on the map hereto annexed, for the purpose aforesaid upon the terms and conditions hereinafter contained. Now these presents witness and it is hereby agreed and declared that the said lands have been made over to or placed under the control of the grantee for the aforesaid | a publica religiousan educationetc. | purpose only and that the grantor accordingly reserves the

whole and entire proprietary right in the said lands subject only to the right of use thereof for the aforesaid | a publica religiousan educationetc. | purpose; and it is hereby further expressly agreed and declared as follows that is to say :

1. That the grantee shall not use the land hereby demised or any part thereof for any purpose other than the specific purpose for which the land is granted namely.....

2. That should the land or any part thereof be at any time required by the Government of Bihar for any purpose declared by Government to be a public purpose, the grantor shall be entitled to resume the land or such part thereof and on giving six months, notice in writing may through any officer or person authorised by Government in that behalf, re-enter and take possession of the said land or part thereof and of all building and structures thereon:

Provided that in the case of such re-entry, the grantee shall be entitled to compensation for buildings or other structures erected by him with the previous sanction in writing of the Collector on the land demised, the amount of such compensation shall be fixed by the Collector of the district, and shall not exceed the amount (if any) paid to the grantor for this grant plus the cost or the present value of building and other structures, whichever shall be less: Provided always that in the case of any dispute as to the amount of compensation fixed by the Collector, the grantee shall be entitled to appeal to the Commissioner of the Division whose decision shall be final, conclusive and

binding on the parties.

3. That the grantee shall receive the produce of all trees on the said lands but shall not remove, cut or injure trees not planted by the grantee without the permission of the Collector of the district and then so far only as may be necessary

for the use of the land or the| a publica religiousan educationetc.| purposes aforesaid.

4. That the grantee shall make and keep marked the boundaries of the said lands and point them out when so required by the Collector of the district.

5. That the grantee shall not make or permit to be made any buildings or works on or under the said lands without the previous sanction in writing of the Collector of the district.

6. That the grantee shall not add to or remove the soil of the said lands except so far as may be necessary for the purposes aforesaid.

7. That the grantee shall not part with or transfer the possession of the said lands or any portion thereof except as authorised by statute or by the grantor in writing.

8. That in the event of any breach or non-observance of any of the conditions 3, 4 and 6 of the conditions, in additions to or in lieu of any other remedy to which the grantor may be entitled, the grantee shall be liable to pay to the grantor, in lieu of damages, such sum not exceeding Rs. 50 as may be fixed in each case by the Collector of the district for the such breach or non-observance.

9. That on breach or non-observance of any of the conditions 1, 5 or 7 of this agreement, the grantor may declare that the lease has determined, and that on the expiry of one month from the date of such order, the Collector or any officer or person appointed in that behalf by the grantor shall be entitled to re-enter and take khas possession of the land hereby demised and of the buildings and other structures erected thereon:

Provided that in the case the land is so resumed, the grantee shall not be entitled to any compensation whatsoever for the land or for the buildings or other structures erected by him on the land, but he will be at liberty to remove the materials of any such buildings or structures within a

month from the date of the determination of the lease failing which he shall cease to have any right to such building or structures or the materials thereof.

10. That the question of a breach or non-observance of any of the terms or conditions of this agreement, the Collector shall be the sole judge, and an order of the collector declaring that there has been such a breach or non-observance shall be final and conclusive proof of such breach or non-observance as between the parties hereto.

The Schedule above referred to (1)(2) signed by the Collector of facting in the premises for and on behalf of the Governor of Bihar in the presence of..... Witness..... Signed by the grantee in the presence of Witness..... (14) Form of Indenture to be used in Sarkari hata Government Estate, Hazaribagh. (In cases of Non-Agricultural Tenancies only) This indenture made the day of 200 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 S/o (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 | renewal of his lease permission to occupy | for the Purposes of the lands and premises specified in the first part of the Schedule hereunder written and whereas the said application has received the sanction of the Commissioner of the Chota Nagpur Division conveyed in his letter no dated..... 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 the appurtenances. To hold the same unto the lessee from the day of 200 for the term of years yielding and paying thereof 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 seals the day and year first above written. Signed, sealed and delivered by the Deputy Commissioner of Hazaribagh for and on behalf of the Governor of Bihar in the presence of Signed, sealed and delivered by the above-named Lessee in the presence of. Signature on behalf of Lessor. Signature of witness. Signature of Lessee. Signature of witness. The Schedule above Referred to

Part I – .-Specification of the Holding (with the trees thereon, if any.)

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 Deputy Commissioner of Hazaribagh the said rent of Rs without any deduction in the following instalments.

15th. September- 15th January-

When the total rent is below Rs. 5, it should be paid in one instalment on or before the 15th January.

2. Except with the previous sanction of the Deputy Commissioner in writing and on payment of a fee equal to 25 per cent of the yearly rental (provided that no such fee shall be less than Re. 1 or more than Rs. 100), that the lessee shall not transfer, assign, sublet or part with the possession of the said demised land premises or any part thereof:

Provided that no previous permission of the Deputy Commissioner in writing will be necessary for letting out houses with compounds temporarily on monthly rent or leasing orchards or vegetable gardens to fruits and vegetable sellers for seasons: Provided also that when the Deputy Commissioner refuses sanction under this Clause, he shall record his reason and appeal will lie to the Commissioner. In the case of succession by inheritance no fee as aforesaid shall be payable. The person succeeding shall apply forthwith to the Deputy Commissioner for mutation of names and such application shall bear the Court-Fee Stamp prescribed by law.

3. The lessee shall enjoy the fruits of all trees on his holding, but shall not cut down or in any way injure any tree on the said demised premises without the previous permission in writing of the Deputy Commissioner. In the event of any breach of this condition the lessee shall be liable to pay a penalty to be fixed by the Deputy Commissioner not exceeding three times the value of the tree cut or injured.

4. The lessee shall make no excavation on the said demised premises other than as may be sanctioned by the Deputy Commissioner 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 Deputy Commissioner.

5. The lessee shall keep intact and well defined the boundaries of the said premises and shall from time to time on receipt of notice from the Deputy Commissioner point these out to any officer or person duly authorized by him in writing to inspect them.

6. In the event of the lessee failing to pay any instalment of rent on or before the dates herein fixed for such payments, such arrears shall without prejudice to any other right to remedy of the lessor carry interest at the rate of 6¼ per cent per annum from the date on which the same became 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 Deputy Commissioner in writing. The building shall be constructed in accordance with specification and plans to be approved beforehand by the Deputy Commissioner.

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 conditions 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. On the lessee failing to do so without good reason the Deputy Commissioner will have power to repair the building through whatever agency he may think proper and realise the cost from him as a public demand.

8A. The lessee shall not without the sanction of the Deputy Commissioner conduct or permit to be conducted on the land any trade of business whatsoever or use the land or permit the same to be used for any purpose other than that of a private dwelling house.

[Note. - A Khhasmahal holding shall be deemed to be used for commercial purposes when it is utilised by the lessee for business with a capital outlay of Rs. 5,000 and a monthly income of Rs. 300 and where other persons or assistants are employed or where a portion of the land or building is let out for business purposes.] [Inserted by C. Slip No. 4 dated the 24th March, 1954.]

9. The Deputy Commissioner may cancel the lease, if the buildings are not completed within two years of the date on which it was executed or within such further time, if any, as the Deputy Commissioner may allow. On such cancellation the Deputy Commissioner may by notice in writing require the

ex-lessee to remove within a reasonable time any building 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 Deputy Commissioner 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.

10. 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 premises or any part thereof, and shall under the hand of Deputy Commissioner 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 Deputy Commissioner for and deterioration in the value of his holding caused by severance or for such other loss as to the Deputy Commissioner 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 compensation aforesaid the matter shall be referred to the Commissioner whose decision shall be final.

11. 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 building erected thereon.

12. On breach or non-observance of any of the terms or conditions aforesaid excepting conditions mentioned in clauses 3, 5, 6 and 8 the Deputy Commissioner may re-enter upon the said demised premises and may determine the lease : Provided that in the case of such re-entry and determination except on breach of the condition in clauses 2 and 7, the lessee shall be entitled to compensation for standing crops and trees planted by him and for all buildings erected and other improvement made by him with the consent of the Deputy Commissioner, the amount of such compensation to be fixed by the Deputy Commissioner whose decisions shall be final and conclusive.

13. [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 Deputy Commissioner] [Substituted by C.S. No. 8, dated the 21st October, 1955.],

14. [If three months prior to the expiration of the said term the lessee shall notify the Deputy Commissioner 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 that Government shall have the full right to increase the rate of rent not exceeding double the amount of the previous rent at every renewal but otherwise on the said terms and conditions and subject to the same covenants and agreements, including the 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 building, 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 Deputy Commissioner 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 within the limit specified above. If, however, Government wants to resume the land under clause 10 of the lease, they would have to pay compensation to the lessee as provided for under that clause.] [Substituted by C.S. No. 11 dated 1 12.1953.]

15. In the event of a military cantonment being established in Hazaribagh nothing in this indenture shall render the lessee exempt from the operation of all cantonment laws and regulations for the time being in force and all lawful orders of the military authority.

16. The lessee shall not cultivate any wet crop on his holding.

Appendix A (15) Form of indenture to be used in Sarkari Hata Government Estate, Hazaribagh (In cases of chapparbandi tenancies only, non-agricultural) This indenture made the day of 200 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 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| renewal of his lease for permission to occupy| the Purposes of the lands and premises specified

in the first part of the Schedule hereunder written and whereas the said application has received the sanction of the Commissioner of the Chota Nagpur Division conveyed in his letter no dated.....Now this indenture witnesseth that Lessor doth hereby demise unto the Lessee all the lands and premises as specified in Part I of the Schedule with the appurtenances. To hold the same unto the lessee from the day of.....

200 -rent of Rs|years yielding and paying therefore a clear yearly

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 seals the day and year first above written. Signed, sealed and delivered by the Deputy Commissioner of Hazaribagh for and on behalf of the Governor of Bihar in the presence of Signed, sealed and delivered by the above-named Lessee in the presence. of Signature on behalf of Lessor Signature of witness Signature of Lessee Signature of witness. The Schedule above Referred to

Part I – Specification of the Holding (With the trees thereon, if any)

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 Deputy Commissioner of Hazaribagh the said rent of Rs without any deduction in the following instalment:

15th. September-; 15th January-

When the total rent is below Rs. 5 it should be paid in one instalment on or before the 15th January.

2. Except with the previous sanction of the Deputy Commissioner in writing and on payment of a fee equal to 25 per cent of the yearly rental (provided that no such fee shall be less than rupee 1 or more than Rs. 100), the lessee shall not transfer, assign, sublet or part with the possession of the said demised land and premises or any part thereof:

Provided that no previous permission of the Deputy Commissioner in writing will be necessary for letting out houses with compounds temporarily in monthly rent or leasing orchards or vegetable gardens to fruits and vegetable sellers for seasons: Provided also that when the Deputy Commissioner refuses sanction under this clause, he shall record his reasons and an appeal will lie to the Commissioner. In the case of succession by inheritance no fee as aforesaid shall be payable. The person succeeding shall apply forthwith to the Deputy Commissioner for mutation of names and such application shall bear the Court-fee stamps prescribed by law.

3. The lessee shall enjoy the fruits of all trees on his holding, but shall not cut down or in any way injure any tree on the said demised premises without the previous permission in writing of the Deputy Commissioner. In the event of any breach of this condition the lessee shall be liable to pay a penalty to be fixed by the Deputy Commissioner not exceeding three times the value of the tree cut or injured.

4. The lessee shall make no excavation on the said demised premises other than as may be sanctioned by the Deputy Commissioner 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 Deputy Commissioner.

5. The lessee shall keep intact and well defined the boundaries of the said premises and shall from time to time on receipt of notice from the Deputy Commissioner 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 any instalment of rent on or before the dates herein fixed for such payments, such arrears shall without prejudice to any other right or remedy of the lessor carry interest at the rate of 6¼ per cent per annum from the date on which the same became 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 hereinafter to be erected on the demised premises without the previous consent of the Deputy Commissioner in writing. The building shall be constructed in accordance with specification and plans approved beforehand by the Deputy Commissioner.

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 conditions 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. On the lessee failing to do so without good reasons the Deputy Commissioner will have power, to repair the building through whatever agency he may think proper and realise the cost from him as a public demand.

8A. The lessee shall not without the sanction of the Deputy 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.

[Note. - A Khasmahal holding shall be deemed to be used for commercial purposes when it is utilised by the lessee for business with a capital outlay of Rs. 5,000 and a monthly income of Rs. 300 and where other persons or assistants are employed or where a portion of the land or building is let out for business purposes.] [Inserted by C.S. No. 4 dated 24.3.1954.]

9. The Deputy Commissioner may cancel the lease if the buildings are not completed within two years of the date on which it was executed or within such further time if any, as the Deputy Commissioner may allow. On such cancellation the Deputy Commissioner may by notice in writing require the ex-lessee to remove within a reasonable time any buildings which 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 Deputy Commissioner 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.

10. 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 premises or any part thereof and shall under the hand of the Deputy Commissioner 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 Deputy Commissioner or for any deterioration in the value of his holding caused by severance or for such other loss as to the Deputy Commissioner 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 amount of compensation aforesaid the matter shall be referred to the Commissioner whose decision shall be final.

11. 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 building erected thereon.

12. On breach or non-observance of any of the terms or conditions aforesaid excepting conditions mentioned in clauses 3, 5, 6 and 8 the Deputy Commissioner may re-enter upon the said demised premises and may determine the lease. Provided that in case of such re-entry and determination except on breach of the conditions in clauses 2 and 7, the lessee shall be entitled to compensation for standing crop and trees planted by him and for all buildings erected and other improvement made by him with the consent of the Deputy Commissioner, the amount of such compensation to be fixed by the Deputy Commissioner whose decision shall be final and conclusive.

13. [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 Deputy Commissioner.] [Substituted by C.S. No. 8 dated 21.10.1955.] Any fine so imposed shall be recoverable under the provisions of the Bihar and Orissa Public Demands Recovery Act, 1914].

14. [If three months prior to the expiration of the said term the lessee shall notify the Deputy Commissioner 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 that Government shall have the full right to increase the rate of rent not exceeding double the amount of the previous rent 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 continued 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 Deputy Commissioners may re-enter on the said premises and take possession of 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 within the limit specified above.

If, however, Government want to resume the land under clause 10 of the lease, they would have to pay compensation to the lessee as provided for under that clause.] [Substituted by C.S. No. 1 dated 11.12.1953.]

14. In the event of a military cantonment being established in Hazaribagh nothing in this indenture shall render the lessee exempt from the operation of all cantonment laws and regulations for the time being in force and all lawful orders of the military authority.

16. The lessee shall not cultivate any wet crop on his holding.

(16)Form of lease for Daltonganj town KhasmahalThis indenture made the day of between the Government 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 son of (hereinafter called lessee which expression shall, where the context so admits or implies, include his heirs, executors, administrators, representatives and assigns) of the other part.*Where the lessee has applied for permission to occupy for the purposes-the lands and premises specified in the first part of the Schedule hereunder written and whereas the said application has received the sanction of

Deputy Commissioner and whereas the lessee paid a sum of Rs as salami. 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 these appurtenances. To hold the same unto the lessee from the day of for the term of 30 years or until a new settlement is made whichever is earlier, yielding and paying therefor 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 the day and year first above written. Signed by.....Deputy Commissioner. Signed by-Lessee for and on behalf of the Governor of Bihar In the presence of 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 Deputy Commissioner of.....the said rent of Rs.....without any deduction in the following instalments:-

2. Except with the previous sanction of the Deputy Commissioner in writing and on payment of a fee equal to 25 per cent of the yearly rental (provided that no such fee shall be less than a rupee or more than Rupees 100), the lessee shall not transfer, assign, sublet or part with the possession of the said demised land and premises or any part thereof:

Provided that the previous sanction in writing of the Deputy Commissioner shall not be required if the said demised land and premises are transferred, assigned, sublet or otherwise conveyed from the possession of the lessee in one parcel and to a transferee, assignee or sub-lessee who will himself occupy them for the same purpose as that for which they were demised by the lessor to the lessee. In the case of succession by inheritance no fee as aforesaid shall be payable, the person succeeding shall apply forthwith to the Deputy Commissioner (or the Sub-divisional Officer) for mutation of names and such application shall bear the Court-Fee Stamp prescribed by law: Provided also that previous sanction in writing of the Deputy Commissioner shall not be required to the sub-leasing of the said demised premises temporarily for a period not exceeding 6 months in all or to the sub-leasing of orchard or gardens temporarily to fruit or vegetables sellers: Provided also that when the Deputy Commissioner refuses to accord his sanction under this clause, he shall record his reasons in writing and an appeal shall lie to the Commissioner.

3. The lessee enjoy the fruits of all trees upon the said demised premises, but shall not cut down or in any way injure them without the previous permission of the Deputy Commissioner in writing. In the event of any breach of this condition the lessee shall be liable to pay a penalty to be fixed by the Deputy Commissioner not exceeding three times the value of the tree cut or injured.

4. The lessee shall not without the previous permission of the Deputy Commissioner in writing make any excavation or cause any alteration to be made in the said demised premises that will in any way diminish, injure or permanently affect them or permanently alter their character.

5. The lessee shall keep intact and will define the boundaries of the said premises and shall from time to time when required by the Deputy Commissioner 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 instalment of rent on or before the dates herein fixed for such payments, such arrears shall without prejudice to any other right or remedy of the lessor carry interest at the rate of 6 ¼ 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 Deputy Commissioner in writing the building shall be constructed in accordance with specification and plans approved beforehand by the Deputy Commissioner:

Provided that this sanction shall be recorded unless the said erection, addition, alteration or removal has the effect of creating inconvenience, or a nuisance, or is so unsightly as to be an offence to the public. 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.

If the lessee fails to do so without any good reasons, the Deputy Commissioner may repair the building through any agency which he may think proper and realize the cost from the lessee as a public demand.

8A. [The lessee shall not without the consent of the Deputy 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.

Note. - A Khasmahal holding shall be deemed to be used for commercial purposes when it is utilised by the lessee for business with a capital outlay of Rs. 5,000 and a monthly income of Rs. 300 and where other persons or assistants are employed or where a portion to the land or building is let out for business purposes.]

9. The Deputy Commissioner may cancel the lease, if the buildings are not completed within two years of the date on which it was executed or within such further time, if any, as the Deputy Commissioner may allow. On such cancellation the Deputy Commissioner may by notice in writing require the ex-lessee to remove within a reasonable time any building 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 Deputy Commissioner, 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.

10. 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 building erected thereon.

11. On breach or non observance of any of the terms or conditions aforesaid excepting the conditions in clauses 3,5, 6 and 8 the Deputy Commissioner may reenter 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 and 7 the lessee shall be entitled to compensation for all standing, crops and trees planted by him and for all buildings erected and other improvement made by him with the consent of the Deputy Commissioner, the amount of such compensation to be fixed by the Deputy Commissioner, whose decision shall be final and conclusive.

12. [In the event of any breach or infringements 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 Deputy Commissioner.]
[Substituted by C.S. No. 8 dated the 21st October, 1955.]

13. [If three months prior to the expiration of the said terms the lessee shall notify the Deputy Commissioner that he is desirous of taking 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 that Government shall have the full right to increase the rate of rent not exceeding double the amount of the previous rent 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 the lease. In the event of this covenant for renewal as are contained in the 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 building or structures and the Deputy Commissioner may re-enter on the said premises and take possession of the lands, building 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 within the limit specified above.

If, however, Government wants to resume the land under clause 15 of the lease, they would have to pay compensation to the lessee as provided for under that clause.] [Substituted by C.S. No. 1 dated 11.12.1953.]

14. The Deputy Commissioner may prohibit the cultivation of any wet crop on the said demised premises.

15. If the lessor at any time before the expiration of any lease is desirous for any public purpose of resuming possession of the said demised premises or any part thereof, and shall under the hand of the Deputy Commissioner 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 Deputy Commissioner or for any deterioration in the value of his holding caused by severance or for such other loss as to the Deputy Commissioner 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.* Here state succinctly the object of the tenancy.** Where the local rent is below Rs. 5, it should be paid in one instalment on or before the 15th of January. Appendix A (17) Form of Indenture to be used in Sarkari Hata Government Estate, Hazaribagh (In case of orchard lease only) This indenture made the day of 200 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 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 renewal of his lease permission to occupy| for the purpose of orchard, 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 the Government of Bihar conveyed in letter., dated.. 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 these appurtenances. To hold the same from the day of 200 for the term ofyears yielding and paying therefor a 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 seals the day and year first above written, signed, sealed and delivered by the Deputy Commissioner of Hazaribagh for and on behalf of the Governor of Bihar in the presence of Signed, sealed and delivered by the above mentioned lessee in the presence of Signature of lessee. Signature of witness Signature of lessor Signature of witness. The Schedule above Referred to

Part I – Specification of the Holding

Name of village-Number of holding-Situation of holding-Number of plotBoundaries of plot-Area of plot-Account of rent assessed-Number of trees of each kind-

Part II – Terms and Conditions

- 1. The lessee will pay to the Deputy Commissioner of Hazaribagh the said rent of Rs without any deduction on or before the 15th January 200.....**
- 2. Except with the previous sanction of the Deputy Commissioner in writing and on payment of a fee equal to 25 per cent of the yearly rental (provided that no fee shall be less than rupee one or more than Rs. 100) the lessee shall not transfer, assign, sublet or part with the said demised land and premises or any part thereof:**

Provided that no previous permission of the Deputy Commissioner in writing will be necessary for letting out the orchard or vegetable garden of fruit and vegetable seller for season. Provided also that when the Deputy Commissioner refuses sanction under this clause, he shall record his reasons and an appeal will lie to the Commissioner. In case of succession by inheritance no fee as aforesaid shall be payable. The person succeeding shall apply to the Deputy Commissioner for mutation of names and such application shall bear the court-fee stamp prescribed by law.

- 3. The lessee shall enjoy the fruits and trees and he may also cut down the trees planted by him without the permission of the Deputy Commissioner and may appropriate the timber.**
- 4. The lessee shall not make any structure on the said land without the sanction of the Deputy Commissioner except the shed of garden the plan of which shall be submitted to the Deputy Commissioner for approval prior to any construction being started.**

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 structure and to restore the altered premises to their former condition and the lessee shall not be entitled to any compensation whatsoever in respect thereof and in the event of his failure to do so the lessor shall re-enter upon the said land and determine the lease.

5. In the event of the lessee failing to pay the rent on or before the date herein fixed for such payments, such arrears shall without prejudice to any other right or remedy of the lessor carry interest at the rate of 6% and a quarter per cent per annum from the date on which the same became payable until payment.

6. That in case the land settled hereunder or any portion thereof be needed at any time by the lessor for any public purpose the lessee shall on receipt of one month's notice from the lessor forthwith vacate the land and shall be entitled to claim compensation for any trees or fruit or flowers grown by him. The decision of the lessor as to the compensation fixed shall be final and conclusive.

7. The lessee shall not use the land let out hereunder or permit, the same to be used for any purpose other than orchard or garden and shall not use in such a way as to make it unfit for the purpose for which it has been settled. On breach of this condition the lessor shall enter and take possession of the said land without any notice or reference of any kind whatsoever and the lessee shall not be entitled to claim any damage or compensation for the same.

6. Six months prior to the expiration of the said term the Deputy Commissioner shall issue a notice on the lessee to state whether he is desirous to renew the lease. If within three months from the date of issue of this notice the lessee shall notify the Deputy Commissioner 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 be entitled to renewal of the lease for another term of 30 years and to similar renewals at intervals of 30 years with a revision of rent at the end of such period the enhancement at each renewal being limited to 100 per cent of the rent paid for the previous terms and the total being limited to a period of 90 years.

Signed by the Deputy Commissioner on behalf of the Governor. Appendix 'A' (18) [Lease and bond to be executed by lessee in respect of land/plots in Industrial Areas in Bihar] [Inserted by Resolution No. 18278 dated 19.8.1966.] This bond has been executed by.....(hereinafter) called the debtor which term shall include his heirs, successors, assignees (of the one part) and the Governor of Bihar which term shall include his successors in office (hereinafter called the creditor) on the following

terms and conditions:-Whereas the State of Bihar has acquired land in for development of industries.And Whereas as per scheme of development, the State Government has to construct roads for communication purposes, lay sewerage and water pipes, construct electric lines, etc.And Whereas the total cost of land therefore, when it has been developed, would be the cost of acquisition plus the proportionate cost of facilities for communication, water supply, electric supply and sewerage etc., and such other expenditure as may be decided to be a part of the scheme of development by the State Government.And Whereas the Government has advertised for a submission of application for allotment of factory space in..And Whereas the debtor has applied for allotment of a factory space and has been allotted space measuring feet and the lessee has paid the acquisition price of the land premium or Salami for the land together with the tentative cost of development.Now, therefore, this bond witnesseth as follows:(i)That the debtor is held and firmly bound to Governor of Bihar to pay the amount of money which would be in excess of the development cost already paid on the basis of the actual cost of development for the land settled and also to pay the amount of money or such other dues as may be subsequently found to be payable by the debtor on the basis of terms of deed of lease executed by the debtor;(ii)That the debtor will pay the said amount within a period of three months of the receipt of demand notice or in case instalments have been fixed by State Government to pay on due dates on which instalments fall due and hereby mortgage the piece of land allotted which shall be the first charge on the same "Pari Passu" along with other debts to be erected by the debtor with the consent and permission of the Governor.(iii)That in case of non-payment of the aforesaid amount within the period as above fixed the Governor of Bihar will have the right to forfeit the lease or allotment of the land and realise the sum of money unpaid by sale of the land and structures thereon or from other properties of the allottee movable and immovable under the provisions of the Bihar and Orissa Public Demands Recovery Act.(iv)That decision the State Government will be final as to what constitute the scheme of development and the different items of cost thereof as mentioned in the aforementioned paragraph of the bond.In witness where of the debtor executes this bond and puts his signature :- Witnesses;-(1)(2)Appendix A (18)The Indenture made this the day of....one thousand nine .hundred and....between the Governor of Bihar (hereinafter called the "Lessor1 which expression shall where the context so admits or implies, include his successors in-office and permitted assigns) of the ONE PART And carrying on business at and having its/their registered office at hereinafter called the "Lessee' which expression shall where the context so admits or implied include his/their successor (s), legal representative and the permitted assigns of the Other Part.Whereas the lessee has applied for the lands described and specified in Part I of the Schedule appended hereto together with all rights, easements and appurtenances thereto belonging expect and reserving upto Lessor all mines, minerals in and under the said land or any part thereof for establishing a factory for manufacture of...Now This Indenture WitnessethIn consideration of, the payment to the lessor by the lessee of the premiums of salami of Rs calculated at Rs per acre (including proportionate) development cost of the area at Rs (Rupees) per acre on or before the execution of these presents and of the rent hereby reserved and of the covenants and agreements on lessor both hereby demise unto the lessee all that piece of land mentioned and described in Part I of the Schedule.

Schedule 6

Part I – Details of the lands to be leased out hereinafter referred as "the said lands."

*Cross out what does not apply.

Part II – Terms Of Conditions Of the Lease

- 1. That the lease of land detailed in Part I of Schedule is given for ninety nine years to the lessee by the lessor subject to renewal at the option of either party for such period as may be mutually agreed upon.**
- 2. That the lessee would pay to the State Government the proportionate cost of development of land so leased which would include the cost of construction of roads for communication purposes, laying of sewerage and water pipes, construction of electric lines, etc. and such other expenditure as may be decided to be part of development cost by the State Government. The decision of the State Government as to what would constitute the development cost would be final. Such cost would be subject to revision by the State Government periodically and the revised cost would be applicable to lessees applying for land after such revision of cost.**
- 3. That in case the actual cost of the development, if any, cannot be finally determined for any reason at the time the lessee is put in possession of the land, the lessee shall pay the tentatives cost of development as may be fixed by Government and shall also execute a bond in favour of the lessor undertaking to pay on demand the balance of the cost of development of the land as and when finally determined by Government on the basis of actual cost of development along with such other dues, if any, that may be found to be payable by the lessee in terms of the lease.**
- 4. That the lessee shall pay annually to the State Government or their nominee as rent, the sum of Rs the rate of Rs. 50 per acre in one instalment on or before 31st, March every year. The said rent is liable to be revised every twenty years in accordance with provision of law or any rules framed by Government of Bihar, as may be in force for the time being and in the**

absence of any such law or Rules as may be fixed by the lessor.

5. If and whenever any part of the rent hereby reserved shall be in arrear the same may be recovered from the lessee as an arrear of land revenue under the provisions of the Bihar Public Demands Recovery Act.

6. The lessor and the lessee hereby covenant and agree as follows:

(i) That the lessee will not assign, mortgage underlet or part with the possession over the land or any right or interest therein or in respect thereto without the previous consent of the lessor or his nominee. (ii) No change in the lease proprietorship if it is private limited or unlimited company or a registered or unregistered firm, shall be recognised without the previous written consent of the lessor or his nominee. (iii) If the lessee assigns its lease hold interests with the written consent of the lessor in the land described in Part I of the Schedule hereunder written, the assignee shall duly get his, its or their names or names registered with the Lessor or his nominee within four calendar months after obtaining possession of the holding and will possess and use the land and the bound by all terms, covenants and conditions herein contained. (iv) That if subsequently any part or part of the said land is/are required by the State Government for a public purpose (of which matter the State Government shall be the sole judge), the lessee shall on being asked by the State Government transfer to them such part or parts of the said land as the State Government shall specify to be necessary for the purpose aforesaid and in consideration of such transfer the State Government shall pay back to the lessee a sum proportionate or equal, as the case may be, to the cost of land its development, if any, earlier realised from him, together with compensation for the building and other structures erected with approval in writing of the lessor or its nominee on such part or parts of the land at a valuation to be determined by the State Government on a report from a Civil Engineer, authorised by them in this behalf and the decision of the State Government shall not be questioned by any authority : Provided that for the purposes of this sub-clause the State Government would be entitled to resume only such part or parts of the land leased out to the lessee as were not actually being used for the purposes of the manufactory or/are not essentially required for any purpose connected with the Industry. (v) If at any time the said land or any part or parts thereof shall no longer be required by the lessee for the purpose for which it is leased out to him the lessee shall, while selling or assigning the said land or such part or parts thereof as aforesaid first make an offer of the same to the State Government at a price proportionate or equal, as the case may be, to the cost of the land and its development, if any realised earlier from him, and he shall not make any sale or assignment thereof to any other party unless such offer shall have been declined by the State Government. When such offer has been made by the lessee, the State Government may accept it in respect of such part or parts of the land so offered as it may deem fit and decline it in respect of the remainder. When the first offer of selling or assigning said land or such part or parts thereof as aforesaid has been declined by the State Government the lessee while selling or assigning the said land or such part or parts thereof as aforesaid to any other party shall do so with prior approval of the State Government. (vi) If the State Government accept the offer made under the foregoing clause, the lessee shall be entitled within six months from the date on which acceptance is communicated to him, to remove all buildings or structures erected on the said land or part or parts thereof, unless

the State Government also wish to accept the standing building and structures in which case the lessee shall be entitled to compensation for those in accordance with the valuation, as indicated in clause (iv) above.(vii)That the lessee will not make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel, clay, or earth therefrom except for the purposes of digging foundation of buildings or for the purposes of executing any work pursuant to the terms of this lease.(viii)That the lessee shall at his own cost construct and maintain an access road leading from the State road to the said land in strict accordance with specification and details prescribed by the lessor or his nominee.(ix)That no building or erection to be erected hereafter shall be commenced unless and until specifications, plan elevations, sections, and details thereof shall have been submitted by the lessee in triplicate for scrutiny of and be approved in writing by the lessor or his nominee:Provided that if the decision of the lessor or his nominee is not available within 45 days of the submission of the plan etc., it would be presumed that the lessor or his nominee has no objection to the commencement of the building or erection, as the case may be.(x)Both in completion of any such building or erection and at all times during the continuance of this demise, lessee shall observe and conform to the building regulations and to all bye-laws Rules and regulations of the municipality in existence or to be framed by theDepartment of Industries, Government of Bihar or any authority authorised by the Department of Industries to frame such rules or having authority in this behalf, and any other Statutory Rules or regulations as may be in force for the time being relating in any way to the demised premises and any building thereon.(xi)The lessee shall submit the plan for building or erection within years months of the delivery of possession of land to the lessee by the lessor:Provided that the lessor may extend the period for submission of the plan for building or erection on the individual merits of the case.(xii)That the lessee shall correctly mark and keep demarcated the boundaries of the said lands and point them out to the inspecting officers of Government.(xiii)That the lessee shall not, except with the written consent of the lessor or his nominee, use the land for any purposes other than those specified above, subject to such restrictions and conditions as may be enjoined by different laws which are, or may be enforced.(xiv)That the lessee shall use the land for specified purpose within a period of years from the date of the lease failing which the lease may be terminated and the lessee evicted from the lands without notice., in case extension is required it can be granted within the discretion of the lessor.(xv)That the lessee shall provide reasonable facilities for the training of local people in his factory.(xvi)Other things beings equal the lessee shall give preference to the local people in employment in his industrial undertaking.

7. In case of breach of the lessee of any of the terms and conditions, the lessor shall have right to resume and enter upon the whole of the said land without payment to any compensation to the lessee and upon such a re-entry the interest of the lessee in the said land shall cease and determine:

Provided that lessee shall be given by the lessor reasonable opportunity to show cause and to rectify the omission or defects if any.

8. In the event of re-entry by the State Government the lessee shall be entitled to remove within six months from the date of such re-entry all buildings, structures, installations, machinery and other assets from the said land.

9. Should any dispute or difference arise concerning the meaning or interpretation of any clause or provision contained in this lease the same shall be referred to the State Government on such dispute or difference shall be final, conclusive and binding on the parties hereto.

10. That the lessee paying the rent and other charges and observing the several covenants and condition contained in these presents shall hold and enjoy the lands up to the terms of the lease without interruption by the lessor or by any person lawfully claiming under him.

11. That the lessor and lessee shall have their right subject to the liabilities of a lessor and a lessee respectively in accordance with Section 103 of the Transfer of Property Act, 1882 except clauses [i] and [h] thereof, and it is hereby declared that the lessor shall have the fullest liberty to postpone for any time, and from time to time, any action open to him under any of the powers exercisable by him against the lessee, and to either enforce or forbear any of the conditions and covenants contained in those presents.

The Cost and expense incidental to the preparation, execution and registration of this lease deed shall be borne and paid by the lessee. In Witness Whereof The common seal of the has hereunto been affixed and those presents signed Witnesses for and on behalf of the (1).....(2)..... In Witness Whereof The hand of Shri Secretary to Government of Bihar has been affixed on Department for and on behalf of the Government of Bihar has been affixed on the date and year first above written. Secretary to Government For and on behalf of the Government of Bihar Witnesses-(1).....(2)..... [Standard form of lease for settlement of Ghats.] [Inserted by letter No. 4689, L.R. dated 17.5.1956.] The Collector of as representing the Governor of Bihar, doth hereby lease, to hereinafter called the lessee, son of..., village P.S district..... by caste and by profession and I the said lessee do hereby take the lease of the private ferry, mentioned in the attached schedule at the annual rental of Rs only upon and under the following terms and conditions, viz :- (1) Clause I in case where the rent is over Rs. 500, in other case clause 2 will be clause I and so on. -I, the lessee, have deposited Rs (one-fourth of the yearly rent) with the stipulation that the Collector shall hold the same until the determination of the lease, as partial security for the due performance by me of the stipulations herein contained and for the observance by me of the provisions of the Bengal Ferries Act (Act I of 1885) and the rules framed under it, and may forfeit it on my non-performance of the aforesaid stipulation and non-observance of the aforesaid provisions

and Rules.(2)I, the lessee, do hereby acknowledge to have received a list of the tolls to be levied at the ferry.(3)The lease to me is to be for one year, namely, from the 1st April to the 31st march and during this period, I shall be bound to ply the ferry from the 1st April to the 31 March.....(4)I hereby agree-(a)to provide Melhanies, Ekthas and boats in such number and of such description, as specified by the Collector or any officer authorised by the Collector to do so in writing and to keep them always in good order and proper state of repair to the satisfaction of the Collector or any officer authorised by the Collector in his behalf and to comply with any order of the Collector or any officer authorised by him to do so prohibiting the use of the Melhani, Ektha or boat and the like with a view to secure adequate and safe conveyance of passengers, animals and vehicles and such weight as I am entitled to carry in them, in accordance with this agreement and the Bengal Ferries Act, 1885 (Act 1 of 1885) and the rules made thereunder, over the ferry;(b)to employ such crew on each Melhani, Ektha and boat and to provide such equipment for each Melhani, Ektha or boat as the Collector or any officer authorised by the Collector may require and to comply with the orders of the Collector or any officer authorised by him regarding removal from employment under me of any crew or agent appointment by me, to ply the ferry, Melhari, Ektha or boat;(c)to make at least crossing every day at regular intervals and to make arrangements that the Melhanies, Ekthas and boats should start punctually from the landing places;(d)to provide and keep in order the landing stages, the travellers sheds on either or both banks of the ferry and the slopes and approaches to, the ferry as required by the rules;(e)to ply Melhanies, Ekthas and boats between sunrise and sunset and to provide each boat with light exhibited in a conspicuous part of the vessels mentioned above, if plying after sunset;(f)not to ply the ferry when the current, wind or the state of the weather is such as to render the crossing unsafe or endanger the lives of the passengers and safety of freight;(g)to report without delay to the police-station within whose jurisdiction the ferry is situated, the occurrence of any accident at the ferry resulting in serious injury or loss of lives;(h)to affix in a conspicuous place where the tolls are taken near each of the landing stages a notice board showing-(i)list of tolls which I am authorised to demand;(ii)entries made in the register showing-(1)the period of the lease, (2) number and description of the Melhanies, Ekthas or boats which I am required to provide, (3) number of crew required to be employed on each Melhani, Ekthas or boat and equipments required to be provided therefor, and (4) number of passengers, animals and vehicles and bulk and weight of other goods which each is authorised to carry at single trip (entries relating to each boat to bear separate serial number);(iii)to mark on each Melhani, Ektha or boat, the number of passengers, animals, vehicles and bulk and weight of other things it is authorised to carry at single trip.(5)I shall not charge or demand tolls for ferrying ever-(a)mails, mail-carts, dak-runners and Government telegraphs messengers on duty;(b)persons or property mentioned in Section 3 of the India Tolls (Army) Act, 1901;(c)police and other public servants, process serving peons, Gram Panchayat officials, village-chaukidars and employees of District and Local Boards when travelling on duty with their bona fide baggage, horses, or other conveyances;(d)persons engaged in repairing roads, with their tools and instruments.(6)I shall not charge or Demand tolls from persons who made or swim across, or take cattle or other animals or property across at their own cost and risk, or from persons who cross themselves, or take other persons across without charge in their own boats or from persons crossing the river bed when it becomes dry or fordable provided that they do not use bridges or bambootatters, if any, put up by me. A small charge, as determined by the District magistrate, will, however, be levied by me on vehicle-owners, who cross the river bed when dry or fordable by bridges or over-bamboo matting

put up by me.(7)If rent is made payable in instalments which should not exceed 4 quarterly instalments in a year, it shall be payable on the 1st day of each quarter.-I hereby agree to pay the full rent in advance or in one or more instalments, as specified by the Collector or any officer authorised by the Collector to do so, into the District Treasury to the credit of the State of Bihar and further agree to file in the office of the Circle Officer within two days after the due date of Payment, as specified by the Collector, to do So, a duplicate challan or treasury receipt in proof of such payment. But if at any time before the expiry of the period for which the ferry has been leased to me, I, be removed therefrom for any breach of the terms and conditions of the lease or for any wilful breach of any of the rules made under Section 15 of the Bengal Ferries Act (Act I of 1885), I shall be liable to pay rent up to the instalment due next after my removal, if the rent has been made payable in instalments. If, however the full rent has already been realised in advance I shall not be entitled to refund of any part of it.(8)If the rates of tolls are reduced during the currency of my lease or the exemptions from the payment of tolls are extended this agreement will stand modified accordingly. I shall be given a fair opportunity of satisfying the Collector or any other officer authorised by the Collector to act on his behalf as to the effect of the change and if the terms proposed by him thereafter are not such as I can reasonably accept. I shall immediately carry into effect the orders reducing the rates of tolls or extending the exemption from payment of toll, but shall at the same time state the amount or rent I may be willing to pay under the altered circumstances of the case. Should my officer appear to the Collector or any officer authorised by the Collector to act on his behalf to be inadequate, it shall be competent to him to remove me and place another person-in-charge of the ferry and for such time as I am allowed to remain in charge of the ferry after the issue of order reducing the rates of tolls, or extending the exemptions from payment of toll, I shall pay rent only at the rate tendered by him.(9)in case where clause I of this draft is kept in an agreement.-If I make default in the payment of the rent for the ferry or any penalty which may be lawfully imposed or if I do not observe and perform the covenants, herein contained, it shall be lawful for the Collector or any officer authorised by the Collector to act on his behalf, to remove me from the charge of the ferry and to settle the same with some other person or hold it Khas. At such removal I shall not be entitled to any part of proceed of the ferry or to levy any toll therefor. And if the rent relating the ferry falls short of the amount at which it was leased to me, and the State Government thereby incur loss, I shall be held responsible for such difference of loss, the amount of which may be deduced from my deposit and if there be no deposit or the deposit does not cover the loss incurred, the rent due from me, all sums which I become liable to pay in virtue of this agreement shall be recoverable as a public demand under the provisions of the Public Demands Recovery Act, 1914.(10)It shall be lawful for the Collector to deduct the amount of rent which I may default to pay from my security deposit if a security deposit has been taken and to direct me to recoup the security deposit within a given time and on my failure to do so, recover the amount falling short of the security deposit from me as a public demand under the Public Demands Recovery Act, 1914.(11)I shall not assign, sublet or part with the possession of the ferry without the previous consent, In writing of the Collector.(12)I shall not claim any compensation on account of the roads being closed for repair or an account of inundations or the breaking down of bridges or on account of deficiency of water in the river on which the ferry is situated.In witness whereof the parties to these presents have hereunto set and subscribed their respective hands and seals the day and year first above mentioned.CollectorFor and on behalf of Governor of Bihar.(1)Witness(2)WitnessSignature of lessee.(1)Witness.(2)Witness.

Schedule 7

Name of ghat Name of Thana in which the ghat is situated Tauzi No. Registry Office.

Appendix B(1)List of Registers to be maintained at headquarters and tahsil offices.[See Rule 56]

Reference to
pages of the
different
Manuals for
forms

Registers to be maintained at

Headquarters Tahsiloffice

Remarks.

	Register 1-A or 1-B Register of Miscellaneous demandsIndex Register of alteration of demand.....VIVIIVIIIIX-ARegisters of wells, irrigation-embankments, etc., roads, bridges, markets, gardens, Bandhs andtanks.892626-A27273232-A33(3)45-A69-47884856mand files...Register ofCheque booksList of Government estates showing historyVillage note book...Khasra plot index16 inch map...1inch map...Thana maps ...	(1) Register 1-A or 1-BIIIII-AIII-BIVV[2].....2626-A..... receipt bookGuard filesList of Government estates 17884856mand and Collection for last 5 years.....16 inch maps.Thanamaps.	(1) Copy only of the entries ofestate within theTahsil(2) If permitted by the Collector.(3) For Chota Nagpur only.
--	--	--	--

.....(page 65)(page 6)(page 68-71)(pages 72-73)(page 74)(page 75)(page 76)(page 76)(page 76)(page 77)(page 78)(page 79)(pages 83-85)

Bihar and
Orissa
Register &
Return
Manual,
1932.

.....(page 17)(pages 17-18)(page 31)(page 32)(page 32)(page 32)(page 34)(pages 34-35)(page 35)(page 45)(pages 53-54)(pages 56-57)(pages 58-59)(pages 59-60)

(2)Register I-A Jamabandi Register or Rent-Roll(See Rule 57)Name, with thana number, of village and name of thana Bishenpur 126 Darauli.

Total area of village. B. 802 C. 16 D.9.

Land

Rent

Consecutive Number of Tenancy
 Nature of tenancy, i.e. whether of raiyat or tenure holder
 Names of the owners of the tenancy with father's names and residences
 Number in Register
 Total area of a holding
 (1) Date of patta.
 (2) Period of current lease and date from which it took effect.
 (3) Number of case, and
 (4) Date of order.

Plot number in map and khasra if known

Area of each Plot

Rent

Local Cases

Cultivated

Uncultivated

1

2

3

4

5

6

7

8

9

10

11

38

Settled raiyat

Brought forward..

...

...

B.C.D....

B.C.D....

B.C.D. 116 29

Rs. P....

Rs. P....

(1) 16th October, 1940.
 (2) 15 years from 10th October, 1940.
 (3) 8th of 15th August, 1940.
 (4)

Ram Ratan Singh, and Hari Prasad Singh, sons of Rup Narayan Singh, residents of the village

4 3

113129150

5 3 7 2 11 0 3 3 17

...7 8 17 ...15 75 0 50

1. A separate page must be allotted to each tenancy to allow of corrections by mutation.
2. The amounts in Columns 9 and 10 must agree with corresponding entries in Register II.
3. Mutation in Columns 5, 6, 7 and 8 must be explained by a reference in the remarks column.
4. In this and all other registers, any special payments that may have been contracted for, such as addition to meet the cost of the patwari, embankment cess, etc., should, whenever practicable, be consolidated with the rent and shown separately.
5. The total of column 8 should be carried forward from page to page for the whole village.

Register-I-B-Continuous Khatian(3)(See Rule 57)

Village.....Pargana.....Thana.....Thana				Tauzino.	Name of proprietor and no. in proprietarykhewat.....Name of tenure-holder and no. in tenureholders khewat, if any.....			
no.....				.....Estate.....Patti.....				
Serial number ofkhatian	Name, parentage, caste and residence, etc., oftenants	Field	Description of land	Areas	Remarks	Rent Enter against each non-cash-paying plot howheld)		1. Status : ifnon-occupancy, length of possession.2. Rent how fixed andparticulars if progressive.3. Special conditions and incidents, if any.
Khasranumbers	Boundaries.	A	D	As ascertained by theRevenue Officer1. Rent2. Cess	Fair rent, settled, ifany1. Rent2. Cess			

1 2 3 4 5 6 7 8 9 10

Register No. II (4) Tenant's Ledger (See Rule 58)

Area

Annual

{|

Year

Bighas

1935-36...1936-37...1937-38...1938-39...1939-40... 10911.....

|

Year

Authority for changes

... .. Collector's No. 10, dated the 30th March,

1935-36...1936-37...1937-38...1938-39...1939-40... 1937 Collector's No. 1, dated the 5th December,
1938 Ditto Ditto Ditto... ..

|

Rent

Rs. 30272833 P. 00500

|}

Collections	Description of items	Rent						
Date	Number of receipt of challan or money-order	More than three years	Third preceding years arrears	Second preceding year's arrears	Previous year's arrears	Current Advance		
1	2	3	4	5	6	7	8	9
					1935-36	Rs.	Rs. P.	Rs. P.
		Demand*	...	...	...	...	30 0	...
30th May 1935	A, 1223	...	...	...	...	...	5 0	...
		Remission, Collector's No. 120, dated 12th October, 1935	...	...	...	...	3 0	...
30th December, 1935	Ch. No. 18	...	...	...	...	...	10 0	...
		Total	...	...	...	...	18 0	...
		Balance	...	...	...	...	12 0	...
					1936 - 37			
		Demand*	...	...	...	12	27 0	...
2nd May, 1936	B. 246...	...	...	...	...	10	...	...

10th September, 1936	B. 360...	...	...	...	...	2	15 0	...
		Remission Collector's no. 10, dated 5th November, 1936	...	...	...	...	12 0	...
3rd March, 1937	C. 420...	...	...	...	...	...	...	...
		Total	...	...	...	12	27 0	...
			...	...	1937 - 38	...	...	...
		Demand*	...	...	...	...	21 0	...
		Ditto	...	...	...	...	1 0	...
10th October 1937	C. 139...	...	...	...	...	...	12 0	...
12th December, 1937	C. 425...	...	...	...	...	...	10 8	...
		Total	...	...	...	...	22 8	...
			...	...	1938 - 39	...	...	...
		Demand*	...	...	...	...	21 0	...
15th September 1938	E. 435...	...	...	...	...	...	12 0	...
3rd February 1939	E. 319...	...	...	...	...	...	9 0	...
		Total	...	...	...	...	21 0	...

{|

DEMAND

LOCAL CESS

..... Rs.001... A.15130 P.006

|

Holding No. 63.

Name of Raiyat, Ram P Dhani Singh.

Father's name, Ganesh Singh.

Residing in Mauza Bishunpur.

|}

Local Cess.

Remarks

Arrears of more
than three years.Third preceeding
year's arrears.Second preceeding
year's arrears.Previous year's
arrears.

Current Advance

10	11	12	13	14	15	16
			Rs. a. p.	Rs. a. p.	Rs. a. p.	
...	0 15 0	...	
...	0 2 6	...	
...	0 1 6	...	
...	0 5 0	...	
...	0 9 0	...	
...	0 6 0	...	
...	0 6 0	0 13 6	...	
...	0 5 0	...	...
...	0 1 0	0 7 6	...	
...	0 6 0	...	
...	0 3 0	
...	0 6 0	0 13 0	0 3 0	
...	0 10 6	...	
...	0 0 0	...	
...	0 6 0	...	
...	0 5 3	0 5 3	
...	0 12 0	0 5 3	
...	0 11 0	...	
...	0 6 0	...	
...	0 5 3	...	
...	0 11 3	...	

Instructions for filling in this form will be found in Rule 58. The only entry which requires explanation is that of 1937-38. Demand Re. 1.50, The explanation is this, on 1st April, 1937, the annual demand of the holding was Rs. 21. After the rains the tenant took settlement of two bighas more land at Rs. 3 a bigha, only a Twenty five Paise demand of which was due within the year the full rent of the land newly settled being due in the following year. The extra demand for 1937-38 only being ascertained late in the year, its amount has to be entered below the demand for that year already struck. Note - The rent and cess shown at the top of this Register in any given year should tally with those entered against the raiyat or tenure-holder concerned in Columns 9 and 10 of the Register. *All demand figures must be entered in red ink. (5) Register IIIA. - Register of collections (direct payments to the tahsildar) on account of khas mahals in the district of..... for the year 19.....[See Rule 59]

Date	Name of counter foil receipt.	As per register II	Name of tenure holder or raiyat.	Rent		
Mauza.	Number.	More than three years.	Third year.	Second year.	Previous year	Current. Advance.

1	2	3	4	5	6				Rs. a. P.	Rs. a. P.	Rs. a. P.
1939				Brought forward	...	...	...	137 0 3	77 3 0	...
22nd Aug	263	Mohanpur.	68	Sh. Aklu	...	...	...	...	3 14 0	...
Ditto	264	Ditto	73	Juman Koeri	...	...	...	...	1 15 0	...
Ditto	265	Ditto	74	Dapu Kunjra	...	...	...	...	0 15 6	...
Ditto	266	Ditto	109	Manglu Mandar	...	...	...	4 14 6	...	...
30th Aug.	267	Ditto	9	Rajkumar Mandar	...	...	...	31 0 0	...	...
Ditto	268	Ditto	50	Bhagu Mandar	...	...	...	10 6 0	0 5 0	...
Ditto	269	Ditto	2	Dhuri Sahu and Nathu	...	...	...	...	4 6 0	...
Ditto	270	Ditto	15	Bandhi Mandar	...	...	...	...	0 15 0	...
Ditto	271	Ditto	112	Manji Mandar	...	...	...	...	0 15 0	...
31st Aug.	272	Ditto	95	Dhaturi Mandar	...	...	...	...	1 15 0	...
Ditto	273	Ditto	99	Darsan Mistri	...	...	...	...	1 0 0	...
1st Spt.	274	Ditto	96	Bhoru Tanti	...	...	...	...	2 14 0	...
Ditto	275	Ditto	100	Harihar Mandar	...	...	...	...	1 15 0	...
Ditto	276	Ditto	85	Ganesh Kurmi	...	...	...	...	4 3 0	1 0 0
				Progressive total	...	...	...	183 4 9	402 7 6	1 0 0
Local Cess	Other Collections	Total of each raiyat	Total receipts of day								
More	Third year	Second	Previous	Current	Advance	Arrears	Current Advance				

than three years	year	year	year							
7	8	9	10							
				Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.		Rs. a. p.	Rs. a. p.
...	3 2 3	12 11 0	...	...	...	...	530 0 6	...
...	0 2 0	...	...	...	...	4 0 0	...
...	0 1 0	...	...	...	...	2 0 0	...
...	0 0 6	...	...	...	...	1 0 0	...
...	0 2 6	...	...	...	...	...	5 1 0	12 1 0
...	1 0 0	...	...	...	...	...	32 0 0	...
...	0 5 0	...	...	...	...	...	11 0 0	...
...	0 2 0	...	...	...	...	4 8 0	...
...	0 1 0	...	...	...	...	1 0 0	...
...	0 1 0	...	...	...	...	1 0 0	49 3 0
...	0 1 0	...	...	...	...	2 0 0	...
...	0 1 0	...	...	1 0 0	...	2 1 0	4 1 0
...	0 2 0	...	...	...	...	3 0 0	...
...	6 1 0	...	...	...	...	2 0 0	...
...	0 2 0	0 0 6	...	...	...	5 5 6	10 5 6
...	4 9 9	13 9 6	0 0 6	...	1 0 0	...	606 0 0	...
Balance of receipts not		Remitted to		Number and date of		Balance not		Remarks		

previously remitted to the treasury	treasury on day	challan	remitted	
11	12	13	14	15
Rs. a. p.	Rs. a. p.		Rs. a. p.	
...	18 2 6	
...	
...	
...	
18 2 6	30 3 6	
...	
...	
...	
...	
30 3 6	79 11 6	
...	
79 11 6	83 12 6	
...	
...	...	133, dated 4th September, 1939	...	Rent Rs. 89-9-6
83 12 6	94 2 0	134, dated 4th September, 1939	Nil	Cess Rs. 3-8-6 Miscellaneous Rs. 1-0-0

(1) At the bottom of each page the progressive total of columns 6, 7, 8 and 9 should be struck and in column 14. The total of column 10 should not be struck. (2) By the term "advance" is meant a payment in excess of the year's 16 annas demand after arrear, this should be carried forward to the top of the next page, as also the last entry appearing in previous page if any, have been paid up, It does not mean an advance for a later kist of the same year. Appendix B (6) Register III B-Register of collections (payment not made to the tahsildar) on account of khas mahals in the district of..... for the year 200.....[See Rule 60]

Date	Number of counterfoil receipt	As per Register II	Name of tenure-holder or raiyat	Rent		
Mauza Number		More than three years	Third year	Second year	Previous year	Current Advance
1	2	3	4	5	6	
Local Cess	Other Collection	Total of each raiyat	Total receipts of day			

More than three years	Third year	Second year	Previous year	Current	Advance	Arrear	Current	Advance
7	8	9	10					

1. At the bottom of each page the progressive total of columns 6, 7 and 9 should be struck, and this should be carried forward-to the top of the next page. The total of column 10 should not be struck.

2. By the term "Advance" is meant a payment in excess of the year's 16 annas' demand after arrears, if any, have been paid off. It does not mean an advance for a later kist of the same year.

Appendix B (7) Register IV. - Register of daily receipts and disbursements (other than those of rent, cesses and miscellaneous revenue) on account of the Khasmahals in the district of..... for the year 200.....(See Rule 61)

Date	Receipts	Disbursements	Daily cash balance in hands of tahsildar	Remarks			
Detail	Rs. P.	Detail	Rs. P.	No. of challan or voucher			
1	2	3	4	5	6	7	8
June 6th	Advance for repairing boundary pillars	4. 75	Karim Bux Mistri for 15 masonry pillars	60.0		62	

Appendix B (8) Register V. - Pass-Book(See Rule 62)The Treasury of..... in Account current with khasmahal collections of the..... District.

Dr. Cr.

Date Number of challan Amount Initial or signature of Treasury Officer

1	2	3	4
		Rs. P.	

Appendix 3 (9) Register VI. - Remissions(See Rule 92)

Serial No.	Name of tenant	Number of the holding in register I	Amount remitted	
Rent				
Arrears of more than three years	Third preceding year's arrears	Second preceding year's arrears	Previous year's arrears	Current
Amount remitted	Number and date of order sanctioning remission	Remarks		

Village Thana Estate No. District

Whole
holding

No.	Area	Price	Profession of purchaser	No.	Area	Price	Profession of purchaser								
Raiyat	Money-lender	Landlord	Raiyat	Money-lender	Landlord										
1	2	3	4	5	6	7	8	9	10	11	12	13	14		

Gift	Succession
	Partition

Whole holding		Part Holding		Whole holding		Part Holding	
No.	Area.	Area.	No.	Area.	Area.	No.	Area.
15	16	17	18	19	20	21	22

Note. - This register should be kept Mouzawar. Appendix B (11) Register VIII. - Showing resettlement of tenancies purchased at sales under the Public Demands Recovery Act, surrendered, abandoned or rendered vacant by the death of the holder without heir. (See Rule 46)

Village EstateThana District

Serial No.	Vacant Treasury	Cause of vacancy with date						
Number of tenancy	Name of tenant, his father's name, caste and residence.	Fields	Total area	Rent Status				
Number	Area							
1	2	3	4	5	6	7	8	9

Re-Settlement	Date of the Settlements	RemarksInitial of officer-in-charge attesting entries with date.	Number	Area	Total area	Rent	Status		
Number of tenancy	Name of tenant, his father's name, caste and residence								
10	11		12	13	14	15	16	17	18

Appendix B (12) Register IXA. - Showing settlements of waste lands (See Rule 46)
Village Estate Thana District

New Tenancy	Date of creation of the tenancy	Remarks (In this column may be entered-1. Rent now fixed 2. Any Special conditions or incidents, Initial of officer in charge attesting the entries, with date.	Serial number	Number of tenancy	name of tenant, his father;s name, caste and residence	Field	Total area of the tenancy	Rent	Status					
			Number	Area										
	1	2	3	4	5	6	7	8	9	10				

Appendix B (13) Register of Land Revenue, Demand, Collection, Remission and Balance of Government Khas Mahal, Damin-i-koh, for the year 200.... (See Rule 56)

Number	Name of village	Name of Manjhi	Demand	Collection	
Arrear	Current	Total	Arrear	Current	Total

Remission Balance Commission Allowed to- Remarks

Arrear	Current	Total	Manjhis at 8 per cent	Parganites at 2 per cent
--------	---------	-------	-----------------------	--------------------------

Appendix B (14) Register of Miscellaneous Demands, Collection, Remission, and Balance of Government Khas Mahal, Damin-i-koh, for the year 200 (See Rule 56)

Number	Name of village	Name of Manjhi	Original assessment fixed at the time of settlement	Demand of the last year	Demand	Collection					
Arrear	Current	Total	Arrear	Current	Total						
1	2	3	4	5	6	7	8	9	10	11	

Remission Arrear Current Total Manjhis at 8% Parganites at 2% Remarks

12	13	14	15	16	17	18
----	----	----	----	----	----	----

Appendix B (15) Register of Daily Collection of Government Khas Mahal, Damin-i-okh, for the year 200 ...(See Rule 56)

Pargana Date or Bungalow	Number of receipt	Name of village	Name of Manjhi	Amount received Rs. P.	Daily Total Rs. P.	Credited to Improvement Fund Rs. P.	Commission at 8% to Manjhis Rs. P.	Commission at 2% to Parganites Rs. P.	Total da Commis paid Rs. P.
--------------------------------	-------------------------	-----------------------	----------------------	------------------------------	--------------------------	--	---	--	--------------------------------------

15.

(A) Register of wells (See Rules 135-A)

Name of the village with Thana number and name of Thana	Plot number or plot numbers in which the well issituated	Area of each plot covered by the well	When constructed	Cost of construction	Reference to project case	Repair done	Remarks	
Year	Cost	Reference to project case						
1	2	3	4	5	6	7	8	9 10

15.

(B) Register of irrigation, embankments, etc. (See Rule 135-A)

Name of village with Thana number and name of Thana	Name of irrigation embankment etc.	Plot number or plot numbers through which theirrigation works pass	Area of each plot covered by the irrigation works	Nature of irrigation or embankments	Cost of maintenance	Remarks
Year of repair	Cost of repair	Reference to project case				
1	2	3	4	5	6	7
						8 9

Appendix 15(C) Register of Roads and Bridges (See Rule 135-A)

Name of village with Thana number and	Name of the road	Length of the road	Repairs done	Number of bridges, culverts, etc.	Remarks
--	---------------------	--------------------------	-----------------	--	---------

name
of Thana

Year	Section repaired (between mile and furlong posts)	Cost of repair	Reference to project case	In which mile situated	Year of repair	Cost of repair	Reference to project case	9	10	11	12
1	2	3	4	5	6	7	8				

Appendix 15(D) Register of markets, garden, etc. (See Rule 135-A) Name of market/garden, with name of village, Thana number and name of Thana.....

Year Receipt Expenditure of maintenance, etc. Remarks

Appendix 15(E) Register of Bandhs and tanks for fisheries (See Rule 135-A) Name of Bandh or tank for fisheries, with name of village, thana number and name of Thana.....

Year Receipt Expenditure of maintenance Remarks

(16) Returns Return No. 1-Part I

Return No. 1-Part I-Detailed accounts of Estates held 200. under direct management in the district of.... for the| half-year| year| ending

(See Rules 75 and 98)

Tauzi number	Name of Estate	Area in acres of each estate or group of estates	Number of raiyats paying rent regarding whom a separate sheet of Register II is kept	Total annual demand of the estate	In respect of the year's current demand	In respect of future year's demand
1	2	3	4	5	6	7
				Rs.	Rs.	Rs.
Of more than three years	Of three years	Of two years	Of previous year	Column 5 minus column 6	Out of arrear demand in Col. 8	Out of arrear demand in Col. 9
8	9	10	11	12	13	14
Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
Collections	Balance					
Out of arrear demand in Col. 8	Out of arrear demand in Col. 9	Out of arrear demand in Col. 10	Out of arrear demand in Col. 11	Out of current demand in Col. 12	Advance	Arrears

Of more than three years	Of three years	Of two years	Of previous year						
18	19	20	21	22	23	24	25	26	27
Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
Of current year	Total of columns 24 to 28	Total advances at the end of the year-columns 7 and 23	RemarksIn this column opposite each estate the following should be noted-1. Amount in the hands of tahsildars and in the estate treasury.2. Amount created in subtreasuries, but not incorporated in the Sadar Treasury before the end of the period under review						
28	29	30	31						
Rs.	Rs.	Rs.							

Total collections remaining in the hands of Tahsildar as Total collections as per this return.....(i) Amount remitted to Treasury including acknowledged.(ii) Amount remitted, but not yet acknowledged. Certified that the sums noted against each estate as collected on for sums paid in Sub-divisional Treasuries and remaining in the hands and that the Khas Mahal Department's figures for cess and sayer shown in the Treasury Accountant's Register and found to agree *

3. The last portion of the certificate, in italics, should be struck out during the period under review.

Dated The of 200. Tauzi Deputy Collector, Note. - (1) Column 2 (Name of estate). - In the half-yearly return enter (2) Column 12 - This should show the year's demand only, viz., . Per last Return Rs. Total..... Sub-divisional Treasuries and duly Balance in the hands of the Tahsildar..... account of rent during the period under review agree, after allowing of tahsildars, with the total of the sums entered in the tauzi ledgers collections have been compared during the current year with the figure in the return for the first half-year if such comparison has not been made. Collector Deputy Commissioner after "name of estate" the amount legally due during the half year, the annual demand less advance paid in previous years and adjusted. Return No. I, Part II - Statement showing demand, collections and percentage of collections of the estate held

under direct management in the district of..... for the | half-year | year | ending the as compared with corresponding period of last two years

(See Rules 75 and 98)

Year	Demand	Collections	Percentage	Remarks		
Arrears as per columns 8 to 11 of the return minus columns 13 to 16	Current as per column 12 of the return minus column 17	Arrear as per columns 18 to 21 of the return	Current as per column 22 of the return	Of arrear collections over arrear demand	Of current collections over current demand	
1	2	3	4	5	6	7 8
1936-37	1937-38	1938-39				

Note. - In the half-yearly return the amount legally due during the half year less the advance paid and adjusted in previous years should be shown in column 3 and the percentage shown in column 7 should be calculated on that demand. Appendix B (17)

Return No. II. - Progress statement of Collections for the | week | fortnight | month | beginning on..... and ending on 200

(See Rule 76)

	Rent			Current Total Advance
	Third preceding year's arrears	Second preceding year's arrears	Preceding year's arrears	
Arrears of more than 3 years				

(i) Demand on 1st April (ii)

Collections up to previous period of

report. (iii) Collections during

period. (iv) Total Collection up to

date. (v) Remission sanctioned. (vi)

Balance (vii) Total Collection up to same period last year.

Cess	Miscellaneous	Remarks				
Arrears of more than 3 years	Third preceding year's arrears	Second preceding year's arrears	Preceding year's arrears	Current Total Advance	Arrear	Current Total

Note 1. - Current demand in Columns 6, 13 and 17 means the demand due in respect of the year, after deducting the from the annual demand of that year shown in register amount paid in advance in the previous year. If there have been such advance payments they should be explained clearly in the remarks Column.

2. - Additional Columns should be inserted for special districts like Palamau where other items of demand are numerous and of a fluctuating character.

3. - The tahsildar should submit a separate statement for each separate estate.

Appendix B (18) Return No. III-List of defaulters (See Rule 77)

Serial in this list	Name of tenant	No. of tenant in register II	*Annual demand	Rent				
More than three year	3rd year	2nd year	1st year	Current				
More	3rd	2nd	1st	Current Total	Note.- If certificates are	Manager's or	Remarks	

than year year year due pending giving Sub-divisional
 three their number in register X Officer's or
 year and the amount for which Deputy Collector's
 they were issued and date orders
 of issue

*Note 1. - Where there are other demands, e.g. mahua, lac, etc., necessary additional columns should be added to this form.

2. - The names and number of the estate or name of village should be written across the page above the first tenant's name.

Appendix C Appendix C(1) Permit for removal of stones, sand, etc. (See Rule 34) Department District Permit No. of 200..... Name Residence

Name of locality	Date of expiry of permit	Description of article	No. of quantity	Rate	Amount	Remarks
1	2	3	4	5	6	7
				Rs. P.	Rs. P.	

Appendix C (2) Form of report of Tahsildar or Amin on an application for mutation (See Rule 40)

Mutation case No. of 2000.....

Village Thana Thana No.

Name of estate District

Transfer of (a) holding by (b)

Area transferred by sale

Price paid

Profession of purchaser (c)

(c) Here note raiyat, money-lender.

Khatian no. Tenant's name Plot Nos. Areas Rent and status Remarks

Original holding before mutation.

Original holding after mutation.

New holding

Signature of tahsildar

Date of correction of map and record.

Appendix C (3) Form of Rent Receipt (See Rule 65)

Name of circle	Name of village with thana and thana number.	Name and father's name of tenant and residence.	Jamabandi number	Area paying cash rent	Area paying produce rent.	Particulars as to calculation of produce rent.
1	2	3	4	5	6	7

Annual demand of tenancy and details of demand(arrear plus current) during the year.

Demand on account of	Annual Arrears				
	Third year	Second year	Previous year	Current	
More than three years	8	9	10	11	12 13
Rent					
(cash)...Rent(produce)...Cess...*Interest...Miscellaneous...Total...					
Details of payment					
Payments on account of-	Arrears Current Advance				
More than three years	Third year	Second year	Previous year		
	14	15	16	17	18 19
Rent					
(cash)...Rent(produce)...Cess...*Interest...Miscellaneous...Totalpaid...					
Signature, with date, of collection agent.					

1. Grand total of the amount paid, (in figures and words).

2. By whom paid.

3. Total balance still due.

* No. interest will be charged for arrears of rent in Government estates, save on demands for which certificate has been issued. Appendix C (4) List of Government servants employed in khasmahals who are in receipt of permanent travelling or conveyance allowances(See Rule 120)

District	Designation of Government servant	Government order sanctioning the allowance	Rate of allowance	Nature of allowance and the means of conveyance
Gaya	Tahsildar Rajauli Circle.	No. 3955-R., dated the 18th May, 1938.	7.50	Horse or pony.
Shahabad	Khasmahal Tahsildars of Katra and Kuchil Circles.	No. 6163-R., dated the 23rd November, 1945.	15.00	Horse or pony.
	Khashamahals Tahsildars of Nasirganj, Rohtas, Babhua and BuxarArrah Town Circles.	No. 6163-R., dated the 23rd November, 1945.	5.00	Bicycle.
	Khasmahal Tahsildars of Unwas, Dakhinwari Ganga Diara and Salempur Circles.	No. 6163-R., Dated the 23rd November, 1945	15.00 or 5.00	Horse or pony Bicycle.

Muzaffarpur	Tahsildar	No. 2429-R, dated the 5th May, 1943.	10.00	Fixed travelling allowance.
Bhagalpur	One Tahsildar each of Madhepura & Supaul.	Boards No. 8-83-3 dated the 3rd December 1921	5-0-0 each	Bicycle or pony.
Sahasra	One Tahsildar each of madhepura and Supaul.	Board's No. 8-83-3, dated the 3rd December, 1921.	5.00 each.	Bicycle or pony.
Monghyr	Tahsildar, Sadar Circle.	No. 638-R.R., dated the 1st Jul, 1931.	5.00	Bicycle.
Ditto	Tahsildar, Lakhisarai Circle.	No. 302-R.R. dated the 20th June, 1929.	12.00	Horse or pony.
Ranchi	Two Tahsildars.	No. 6665-R, dated the 10th September, 1935.	5.00 each	Bicycle
Hazaribagh	Tahsildar, Kharakdiha	No. 4571-R., dated the 22nd May, 1928.	0-0-0	
Ditto	Tahsil Muharrir, Kharakdiha.	No. 940, dated the 7th July, 1934.	7.50	Bicycle.
Ditto	Tasildar. Kodarma	No. 7223-R, dated the 12th August, 1947.	7.50	Bicycle.
Ditto	Tahsildar, Hata.	No. 11388-R., dated the 9th December, 1927.	7.50	Bicycle.
Palamau	Four Tahsildars.	No. 4334-R., dated the 4th April, 1922.	20.00 each.	Horse or pony.
Ditto	One Sub-overseer.	No. 2993-R., dated the 21st April, 1939.	15.00	Permanent travelling allowance.
Singhbhum	Kolhan Inspector.	No. 10774-R., dated the 21st November, 1924.	15.00	Permanent travelling allowance.
Ditto	Two Tahsildars, Porahat.	No. 8020-R., dated the 3rd November, 1939.	4.50	Bicycle.

Appendix C (5)Accounts of Receipts and Expenditure of Kolhan Market Fund(See Rule 143)

Year Opening balance Receipts Expenditure Balance at the end of the year

Rs. Rs. Rs. Rs.

Appendix C (6)Return for the quarter ending the of advances in the district of on account of works of improvement in Government estates outstanding for more than three months.(See Rule 150)

Nature of work and its estimated cost	No. and date of the voucher in which the amount was drawn	Date and amount of advance	Date on which any amount was adjusted and how it was adjusted (by detailed countersigned bill or cash recovery)	Balance unadjusted	Remarks (cause of delay, etc.)
---------------------------------------	---	----------------------------	---	--------------------	--------------------------------

Appendix C (7) Statement A-Showing Particulars of Government Estate Proposed for sale.(See Rule 154)

Name of Estate	Area in acres	Average yearly rental	Average Collection for 3 years	Average yearly cost of management	Average amount remitted yearly	Average yearly cost of agricultural, sanitary and miscellaneous improvements	Total of Columns 5, 6 and 7	Remarks
----------------	---------------	-----------------------	--------------------------------	-----------------------------------	--------------------------------	--	-----------------------------	---------

Appendix C (8) Statement B. - Showing how the estate mentioned in statement A became a Government estate and certain other particulars.(See Rule 151)

Name and number of Estate	Consecutive number in Statement A	How it became a Government Estate	Revenue history since it became a Govt. Estate	Area	Rent-roll	How situated
1	2	3	4	5	6	7
How Collection and assessments are managed	Whether subject to alluvion or diluvion.	If surveyed, when? and whether a record of raiyat's rights now exists	Whether held khas or farmed out; whether to be retained or sold, or what should be done?			
Collector's opinion	Commissioner's opinion.					
8	9	10	11			12

Appendix C (9) Advertisement of Sale of Government Estates(See Rule 156) Notice is hereby given that the proprietary right of Government, as specified in the conditions of sale below, to the undermentioned estate situate in the district of will be put to sale at the Collectorate onthe200.....'corresponding with 13.[Bengali Fasli, or Amlī, according to the era current in the district.] Condition of Sale

1st. - The estate is to be sold to the highest bidder above the upset price which will be fixed by the Collector at the time of sale. The purchaser of this estate will be considered as the proprietor of the estate, and the entire proprietary right of Government in such estate, [excepting the proprietorship of mineral rights] will be transferred to him subject to the revenue fixed in

perpetuity.

N.B. - The conditions regarding the payment of a land revenue fixed in perpetuity are not applicable to estates in temporarily-settled tracts, in which the land revenue should be fixed for the term of current settlement and be subject to periodical revisions on expiry of each settlement. In the case of an estate yielding annual of rental of less than Re. 1 there should be no condition regarding payment of land revenue.

2nd. - The sale to be subject to existing leases and to the rights recognized in the settlement proceedings, and conferred by the laws in force; and purchasers to be bound to respect the rights of resident cultivators who have signed the schedule of assessment prepared by the Revenue authorities.

3rd. - If the amount of purchase-money does exceed Rs. 100, the whole amount to be paid down at once.

4th. - If the amount of purchase-money exceed Rs. 100 one fourth of the amount bid to be deposited immediately. If the balance be not paid by noon of the fifteenth day after the sale, reckoning the day of sale as one, or if that day be a close, holiday, then by noon of the first succeeding office day, the sale is to be cancelled (the sum deposited being forfeited to Government), and the estate to be again put up to sale at the risk of the defaulting purchase after issue of advertisements as in the case of the original sale.

Number on the district roll	Name of estate and Pargana	Approximate area in acres	Government revenue assessed	Remarks
-----------------------------	----------------------------	---------------------------	-----------------------------	---------

Collector's Office,

District

The 200, Collector

Appendix C (10)Certificate of sale(See Rule 164)ICollector of the district of.....do hereby certify that the proprietary right/raiya interest/of Government to the estate, No.....on.....the revenue-roll of the district of.....consisting of an area of bighas.....equal to acres and bearing an annual revenue of Rs.....has been purchased by.....resident of mauza.....pargana.....zila.....for Rs.....at the public sale held by me on the [under orders of Government No.....dated.....]

2. The purchaser has acquired the proprietary right subject to the revenue fixed in perpetuity.

3. The sale is subject to existing leases and to the rights recognised in the settlement proceedings and conferred by the laws in force and Government reserves to itself all mineral rights. The purchaser is bound to respect the rights of cultivators who have signed the schedule of assessment prepared by the Revenue authorities.

N.B. - In the case of sale of an estate yielding an annual rental of less than Re. 1, substitute the following for clause 2:- "The purchaser is permanently exempted from the payment of any Government revenue in respect of the estate." (2) In the case of other estates situated in temporarily-settled areas, the following should be substituted for the words "subject to the revenue fixed in perpetuity" in the same clause; - "Subject to the payment of the land revenue as fixed for the term of the current settlement and liable to revision at each successive settlement." (3) The words within [] are not to be used in the case of sale of holdings raiyati sanctioned by the Collector under the note below Rule 154. Appendix C (11) Memorandum showing the result of the sale of Government estates in the district of..... held on..... 200 (See Rule 166)

Number in statement of Government estate.	Number on the district roll.	Name of estate and pargana.	Area in acres.	Government revenue.	Purchase money.	Remarks, including the number and date of the Government's order sanctioning the sale.
1	2	3	4	5	6	7

Appendix C (12) Annual statement showing alienation of Government land at concessional rate (See Rule 173)

Particulars of the case	Area of land either granted or leased, free of rent or leased at concessional rate of rent or salami or sold on favourable terms.	Estimated market rent if granted or leased rent-free, or leased at concessional rate of rent, without payment of salami or the estimated market value if sold on favourable terms.	Rent or price fixed by Government.	Net value of concession, i.e., difference between the full market rent and the rent fixed or between the full market price and the price fixed.	Brief reasons for the concession.
1	2	3	4	5	6

Appendix D Appendix D (1) Rules for the construction of buildings on the land along the Patna-Gaya Road (See Rule 23)

1. No. building or a part thereof shall be erected within the area of any site until the plan and specification thereof have been approved by the Collector.

2. Every application for permission to erect a building shall be made on a form prescribed by the Collector and obtainable from his office and must be accompanied by the following plans, in triplicate, duly signed by the applicant.

(1) A site plan drawn to a scale of 20 feet to an inch showing-[a] the number of the plot, the arrangement and position of the proposed main building and of its outhouses, etc., and the north point; [b] the means of access from the building to the street; and [c] the position, form and the dimensions of privies, urinals, drains, cesspools, stables, cattle-sheds, cow-houses, wells and other appurtenances of the building. (2) A plan of the main building with front and side elevations drawn to a scale of not less than 8 feet to an inch and sections drawn to a scale of not less than 4 feet to an inch showing-[a] the dimensions of every part, [b] the level of the lowest floor of the building; and [c] the level of all courtyards and open spaces in the building or premises, and the plinth-level of buildings with reference to the level at the centre of the nearest street. Note. - A sample plan to guide the applicants in making their own plans can be seen in the collector's Office. (3) A complete specification comprising full information on the following matters, namely; [a] the materials and methods of construction to be used for external walls, party walls, foundations, roofs, floors, fire places, and chimneys; [b] the manner in which roof and house drainage and the surface drainage of the land will be connected to the nearest municipal drain; [c] the manner, if any, in which it is proposed to pave the courtyard and open spaces in the building or premises and the slope to which the surface is to be made in each case; [d] the means of access that will be available to scavengers to get to service privies; [e] the purpose for which it is intended to use the building; and [f] if the building is intended to be used as a dwelling-house for two or more families the means of ingress and egress.

3. A clear open space of not less than 15 feet in width extending along the entire frontage of the site must be left between the outer wall of the building and the street alignment and the height of the compound wall, if any, on the street alignment should be limited to 5 feet above the road level.

A clear space of not less than 10 feet must be kept open on the right and left sides of the building along the entire depth of the site. A similar space must also be left at the rear of the site in case it does not abut upon a lane.

4. No servants' houses, stables or other out offices within the area of site shall be placed within 25 feet of the main building, nor shall they exceed over all 15 feet in height and 25 feet in depth.

5. The plinth of a masonry building must be at least 12 inches above the road level with 12 inches above the top of the nearest drain level for outhouses.

The walls of a masonry building must be constructed of bricks or some similar hard and incombustible substance.

6. The total area covered by all the building [including verandahs] on any site used for a dwelling-house shall not exceed two-thirds, or in localities where there are only detached buildings, one third, of the total area of the site, and the area not so covered shall belong exclusively to the dwelling house and shall be retained as part and parcel thereof.

7. In localities where there are only detached buildings, servant's house, stables and other out-offices within the area of the site shall not exceed 15 feet in height or 20 feet in depth, and shall not be placed on more than two sides of the dwelling-house.

8. Every room in a building which is intended to be used as an inhabited room.-

[a] must be not less than 12 feet in height measured from the floor to the under-side of the beam on which the roof rests;[b] must have a clear superficial area of not less than 120 square feet;[c] must be provided with doors and windows, opening directly into the external air or into a verandah [not fitted with doors] aggregating to an area of not less than one-tenth of the area of the floors.

9. The ground floor of every domestic building must be covered throughout at the height of the plinth, with some impermeable material.

10. The minimum superficial area of every interior courtyard of dwelling house shall be one-fourth of the total floor area of the portion built over, and shall be paved with some impermeable substance.

The minimum width of every such courtyard shall be 12 feet.

11. No room, other than a latrine or privy, shall be built over a privy in a domestic building or vice versa.

In case of privies or latrines, other than those connected with the intercepting sewers, separate detailed plan and sections showing their positions in relation to the main building and drawn to a scale of not less than 5 feet to an inch must be submitted and sanction obtained for their

construction. Such drawings must also show the position and type of drains and cesspools as well as the position of the sweepers' entrance door, the kind of floor and wall and the position and size of windows for ventilation.

12. The Collector shall sign all passed plans in token of his approval.

13. The land, as well as the house built thereon, shall be subject to such general rules or bye-laws as are now in force or may hereafter be made by the Collector.

14. On the completion of all the sanctioned buildings on the site the applicant shall inform the Collector and no latrine shall be used or room occupied until the buildings have been approved and passed by the Collector or such officer as may be appointed by him for the purpose.

15. No compound walls shall be fenced with barbed wire-fencing.

16. The Collector should keep a general site plan and as each site is approved it should be traced on to his plan. In it should be shown all plot numbers and the positions of the municipal drains.

Appendix D (2) Rules for the construction of buildings in the Kadamkuan Government Estate in Patna. (See Rule 23)

1. No building or a part thereof shall be erected within the area of any site until the plan and specification thereof have been approved by the Collector.

2. Every application for permission to erect a building shall be made on a form prescribed by the Collector and obtainable from his office, and must be accompanied by the following plan in triplicate duly signed by the applicant:-

(1) A site plan drawn to a scale of 20 feet to an inch showing-(a) the number of the plot, the arrangement and position of the proposed main building and of its outhouses, etc., and the north point; (b) the means of access from the building to the street; (c) the position, form and dimensions of privies, urinals, drains, cesspools, stables, cattle-sheds, cow-houses, wells and other appurtenances of the building. (2) A plan of the main building with front and side elevations drawn to a scale of not less than 8 feet to an inch and sections drawn to a scale of not less than 4 feet to an inch showing-(a) the dimensions of every part; (b) the level of the lowest floor of the building; and (c) the level of all courtyards and open spaces in the building or premises, and the plinth-level of buildings with reference to the level at the centre of the nearest street. Note. - A sample plan to guide the applicants in making their own plans can be seen in the Collector's office. (3) A complete

specification comprising full information on the following matters namely:(a)the material and methods of constructions to be used for external walls, party walls, foundations, roofs, floors, fire-places and chimneys;(b)the manner in which roof and house drainage and the surface drainage of the land will be connected to the nearest municipal drain;(c)the manner, if any, in which it is proposed to pave the courtyard and open spaces in the building or premises, and the slope to which the surface is to be made in each case;(d)the means of access that will be available to scavengers to get to service privies;(e)the purpose for which it is intended to use the building; and(f)if the building is intended to be used as a dwelling-house for two or more families, the means of ingress and egress.

3. A clear open space of not less than 15 feet in width extending along the entire frontage of the site must be left between the outer wall of the building and the extreme edge of the street alignment and the height of the compound wall, if any, on the street alignment should be limited to 7 feet above the road level.

In plots of 5 kathas or more a clear space of not less than 10 feet must be kept open on the right and left sides of the building along the entire depth of the site. A similar space must also be left at the rear of the site in case it does not abut upon a lane. On plots measuring from 2 kathas to 5 kathas a clear space of not less than 10 feet in front and of not less than 5 feet on the two sides of the building must be kept open. In plots measuring 2 kathas or less a clear space of not less than 10 feet in front and 3 feet on the two sides of the building must be kept open.

4. No servants' houses, stables or other out-offices within the area of a site shall be placed within 25 feet of the main building nor shall they exceed over all 15 feet in height and 25 feet in depth.

In plots measuring 5 kathas or less, no servants' houses, stables or outhouses shall be placed within 15 feet of the main building, nor shall they exceed over all 15 feet in height or 25 feet in depth. In plots measuring 2 kathas or less, the space between the main building and the outhouses shall be not less than 10 feet.

5. The plinth of a masonry building must be at least 2 feet and that of outhouses must be at least 12 inches above road level with 12 inches above the top of the nearest drain level for outhouses.

The walls of a masonry building must be constructed of brick or some similar hard and incombustible substance.

6. The total area covered by all the buildings (including verandahs on any site used for a dwelling-house shall not exceed two-thirds, or in localities where there are only detached buildings one-third of the total area of the site;

and the area not so covered shall belong exclusively to the dwelling-house and shall be retained as part and parcel thereof:

Provided that in the case of plots measuring 2 Kathas or less the total area covered by the buildings including verandahs shall not exceed three-fourth of the total area of the site.

7. In localities where there are only detached buildings, servants' houses, stables and other out-offices within the area of the site shall not exceed 15 feet in height or 20 feet in depth, and shall not be placed on more than two sides of the dwelling-house.

8. Every room in a building which is intended to be used as an inhabited room.-

(a) must be, in the case of plot measuring more than 2 kathas not less than twelve feet in height measured from the floor to the underside of the beam on which the roof rests and in the case of plots measuring two kathas or less, not less than 10 feet as so measured; (b) must have a clear superficial area of not less than 120 square feet; (c) must be provided with doors and windows, opening directly into the external air or into a verandah (not fitted with doors) aggregating to an area of not less than one-tenth of the area of the floors.

9. The ground floor of every domestic building must be covered throughout at the height of the plinth with some impermeable material (The roofing must be pucca throughout the residential portion. The kitchen, store and out-houses may have tiled roofing but not thatch or other inflammable material).

10. The minimum superficial area of every interior courtyard of a dwelling-house shall be one-fourth of the total floor area of the portion built over; and shall be paved with some impermeable substance.

The minimum width of every such courtyard shall be 12 feet.

11. (i) No privy shall be placed on any upper floor of a building unless it be of a water closet type.

(ii) The interior faces of walls and floors of latrines must be cement plastered at least up to a height of 3 feet from floor level and the rest lime plastered. All the interior corners and edges must be rounded off. The exterior faces of walls must be lime plastered or lime painted. The faces of the plinth of all latrines near soil bucket chamber to be cement plastered up to plinth level as well as the faces and floors of the chambers. The soil bucket chamber must be sufficiently large to hold a bucket

only and should be provided with trap door.(iii)No latrine may be sited by the side of the main road.(iv)The drain in any compound which must not be flatter than 1 :200 in grade must be constructed sufficiently high to fit in with the roadside drain.(v)The compound must be dressed towards the roadside drain or compound drain with a slope not flatter than 1 :200.

12.

, No person shall excavate or construct any well within 15 feet from any latrine, privy, tattie, sink or cesspool. Every well within a building or its compound shall be built of masonry pointed inside, with a masonry platform and a pucca drain.

13. The Collector shall sign all passed plans in token of his approval.

14. The land, as well as the house built thereon, shall be subject to such general rules or bye-laws as are in force or may hereafter be made by the Collector.

15. On the completion of all the sanctioned buildings on the site the applicant shall inform the Collector and no latrine shall be used or rooms occupied until the buildings have been approved and passed by the Collector or such officer as may be appointed by him for the purpose.

16. No compound walls shall be fenced with barbed wire-fencing.

Appendix D (3)Rules for the construction of buildings in Tatanagar Khasmahal.[See Rule 23]

1. No building or a part thereof shall be erected within the area of any site until the plan and specification thereof have been approved by the Deputy Commissioner.

2. Every application for permission to erect a building shall be made on a form prescribed by the Deputy Commissioner and obtainable from his office, and must be accompanied by the following plans in triplicate, duly signed by the applicant:-

(1)A site plan drawn to a scale of not less than 20 feet to an inch showing-(a)the number of the plot, the arrangement and position of the proposed main building and of its out-houses, etc., and the north point;(b)the means of access from the building to the street and to all other buildings; and(c)the position, form and dimensions of privies, urinals, drains, cesspools, stables, cattle-sheds, cow-houses, wells and other appurtenances of the building.(2)A plan in triplicate of the main building and out-buildings with front and the side elevations drawn to a scale of not less than 8 feet

to an inch and also with cross section of those buildings.(3)Complete specification comprising full information on the following matters, namely:-(a)the materials and methods of construction to be used for external walls, party walls, foundations, roofs, floors, fire-places and chimneys;(b)the manner in which roof and house drainage and the surface drainage of the land will be disposed of;(c)the means of access that will be available to scavengers to get to service privies;(d)the purpose for which it is intended to use the building.

3. A clear open space of not less than 25 feet in width extending along the entire frontage of the site must be left between the outer walls of the building and the street alignment. The height of the compound walls, if any, on the street alignment should be limited to 5 feet above the road level.

A clear space of not less than 10 feet must be kept open on the right and left sides of the building along the entire depth of the site. A similar space must also be left at the rear of the site in case it does not abut upon a lane.

4. The total area covered by all the buildings (including verandahs) on any site used for a dwelling-house shall not exceed half of the total area of the site.

5. In localities where there are only detached buildings, servants' houses, stables and other out-offices within the area of the site shall not exceed 15 feet in height or 20 feet in depth, and shall not be placed on more than two sides of the dwelling-house.

6. Every room in a building which is intended to be used as an inhabited room.-

(a)must be not less than 12 feet in height measured from the floor to the underside of the beam on which the roof rests;(b)must have a clear superficial area of not less than 120 square feet;(c)must be provided with doors and windows opening directly into the external air or into a verandah (not fitted with doors).

7. The ground floor of every domestic building must be covered throughout the height of the plinth, with some impermeable material.

8. In a domestic building no room other than a latrine or privy shall be built over a latrine or privy.

9. The Deputy Commissioner shall sign all passed plans in token of his approval.

10. The land as well as the house built thereon shall be subject to such general rules or bye-laws as are now in force or may hereinafter be made by the Deputy Commissioner.

11. On the completion of all the sanctioned buildings on the site, the applicant shall inform the Deputy Commissioner and no latrine shall be used or room occupied until the buildings have been approved and passed by the Deputy Commissioner or such officer as may be appointed by him for the purpose.

Appendix D (4) Detailed instruction regarding the annual verification of Diara Government Estates. (See Rule 24.) The enquiry prescribed in Rule 24 of the Government Estates Manual is not intended to be complete re-survey and re-settlement of a diara estate. It is prescribed for the ascertainment and record of the changes that have occurred as a result of the previous rainy season. On the basis of it the Collector is able to see—(i) What land has been completely diluviated or rendered unculturable by sand deposit or for any other reason. (ii) What land has deteriorated as a result of sand deposit or otherwise without being rendered unculturable. (iii) What new land has accreted and is capable of cultivation. (iv) What land has improved as a result of deposit of silt.

2. The Collector is then in a position to do four things:-

(a) To accept a surrender of land, which a raiyat wishes to give up and to abate the rent due from such land in accordance with Section 52-A of the Bihar Tenancy Act. (b) To make for the year remissions of rent for land which is wholly unculturable or has deteriorated. The amount of remission (a) for wholly unculturable land and (b) for land which has seriously deteriorated should be according to a standard scale. Where the non-occupancy raiyats are holding under kabuliyats of the form given in Appendix-A to the Government Estates Manual, the rates fixed by those kabuliyats should be considered when laying down a scale for remissions. N.B. - Such remission is to be sharply distinguished from the reduction of rent which a Collector is required by Section 25-A of the Act or otherwise to make in consequence of the permanent deterioration of land. (c) To settle newly accreted land, subject to any rights that the raiyats may have on it under Section 52-A (2) or by reason of the land accreting to the holding of a raiyat. (d) To demand from non-occupancy raiyats additional rent for land which has improved subject to the rights secured to them by contract or by statute. For example, if rent has been determined under Section 46(6) of the Bihar Tenancy Act and the raiyat has agreed to pay that rent, he is entitled to hold the land for five years at that rent.

3. The processes indicated above will not ordinarily affect the whole estate and amount merely to a revision of the current demand of the jamabandi and not to "a settlement of rents" as contemplated in Chapter XL of the Survey and Settlement Manual. Consequently no administrative sanction by higher authority for the inception of the work (as prescribed in section III, Chapter III of that Manual for settlements) is necessary, and no "confirmation" as contemplated by Rule 646 is required.

4. The amount of work involved in carrying out these annual enquiries must vary greatly with the circumstances of each particular estate. In some estates in certain years large changes will occur involving a reasonably accurate resurvey of a considerable proportion of the estate. In others, the changes may be so slight as to render survey unnecessary unless the raiyats ask for it. In exceptional cases dealt with in the next paragraph the whole estate or a very large part of it is annually submerged, and only small portions are cultivated for catch crops. It will probably be found advisable for the Khasmahal officer to make first a rapid inspection of the diara estates under his charge and then give the amin precise instructions as to the amount of survey required; and the manner in which it is to be carried out, visiting the estates again for the purpose of checking the amin's work and deciding what recommendations will be made for remission or assessment. Rule 24 of the Government Estates Manual requires that there should be for each year for each estate a copy of the maps marked to show the position in that year. If no change is made the fact may be merely recorded on the previous year's maps.

5. For the exceptional cases, which will be rare, where the whole estate or a very large part of it is annually submerged, special measures will be necessary. As contemplated in rule 637 of the Survey and Settlement Manual, a settlement from year to year is required. It is impossible to make anything like an accurate map, without wholly disproportionate expense, the culturable land will ordinarily be in isolated patches. These should be identified by deputing an amin or any other suitable officer and given to persons who may be legally or Equitably entitled, and they should be asked to pay the rent which is payable under the law or which may be deemed to be quit able at suitable rates according to the productivity and other advantages of the soil, as the case may be for the lands actually found later to be

cultivated by them in the year. It may be advisable to take an advance payment. The boundary of the portion of the estate which is found to have emerged from the river should be roughly sketched in on a copy of the 16" sheet, and the position of culturable patches indicated roughly thereon. These patches should be surveyed at once, the external boundary of the patch and the internal detail of the plots given to each raiyat being surveyed as accurately as possible, though the relation of one patch to another may be left only roughly determined. A khasra should be prepared and the copy of the map should be dated. An amin should again be deputed as soon as the crops are fairly on the ground to measure up land which has emerged later and has been cultivated and to prepare a more complete khasra indicating not only the plots under each raiyat but also the crops grown thereon. The Khasmahal Officer should then pay a second visit and decide what rents are payable. His proceedings should be submitted to the Collector for confirmation, and a brief report sent to the Commissioner for information and comment, if necessary. It should be specially noted in this report whether the estate shows signs of becoming sufficiently stable to warrant its treatment in future year in the manner indicated in the preceding paragraphs. The rates of rent for each class of land in each estate should be prescribed by the Commissioner, and should not be varied without his sanction. The demand as determined by the Collector on the basis of the Khasmahal Officer's proceedings will be the demand of the year.

6. Three specific question arise, viz.-

(1) Does the annual jama of a khasmahal diara estate, fixed after annual verification, require the Commissioner's sanction? (2) Does a remission of rent allowed by the Collector as a result of annual verification require Commissioner's sanction when the total remission for a single estate exceeds Rs. 100? (3) In non-occupancy diara holdings can the landlord legally enhance the rent whenever it is below the prevailing rate: Provided he follows the prescriptions of Section 46 of the Bihar Tenancy Act, or is the rent of a non-occupancy raiyat not liable to enhancement for five years after it is fixed, irrespective of whether his land is diara or otherwise?

7. The answers to these questions are:-

(1) No. (2) Yes, under Rule 92(b) of the Government Estates Manual with which may be read Rule 6 on page 58 of the Tauzi Manual, 1923, which clearly covers not only arrear but current demands. For each estate there will, save in very exceptional cases, be a "full demand" jamabandi which will be altered from year to year by reason of (i) abatement on surrender, (ii) assessment on settlement of

newly accreted land, and (iii) additional rent agreed to by non-occupancy raiyats for improved land, i.e., cases (a), (c) and (d) of paragraph 2 above. If the remissions proposed, which are covered by case (b) of that paragraph, bring the demand of the year down below the "full demand" as so altered by more than Rs. 100, the Commissioners sanction is required under the existing rules.(3)A non-occupancy raiyat's rent can be legally enhanced by his landlord at any time, provided that the raiyat agrees except that it cannot be enhanced within five years of his agreement to pay a rent determined by a Court under section 46(6), Bihar Tenancy Act, as fair and equitable or of a settlement of fair rent under Chapter X of that Act. It will be observed, however, that a non-occupancy-raiyat can stand-out against an enhancement and force his landlord to go into Court under Section 46.

8. Three other points also arise on which it is desirable that orders should be passed:-

(i)Is it the policy of Government to prevent the accrual of occupancy rights in their diara estates?(ii)Should new settlements of diara lands be confined to certain classes of tenants?(iii)Is it necessary to take kabuliyats from diara tenants, and if so, should they be registered?The answers are:-(i)Certainly not. The principle enunciated in Rule 254, on page 187 of the Wards Manual, 1941, applies to Government estates including diara estates.(ii)New settlement should be made with cultivating raiyats in relatively small blocks, especially with persons, who have previously cultivated in the vicinity and have lost some or all of their lands owing to diluvion. The practice of bringing in outsiders, especially clerks from Government offices who will usually do nothing but sublet, is strongly condemned.(iii)It will ordinarily be sufficient to take the signatures or thumb impressions of the tenants on the revised rent-roll. But where the past history of the estate suggests greater precaution, the Collector may direct that kabuliyats be taken. If they are taken it is preferable to have them registered, since the use of an unregistered written agreement as evidence is fraught with pitfalls (See *Maharani Janki Kuer v. Brij Bhikhan Ojha*, Patna Law Times, 541).Appendix EAppendix E (1)No. 1031-A dated Calcutta, the 18th March, 1911.(See Rule 24)From- E. Lister, Esq., I.C.S. Offig. Secretary to the Board of Revenue, L.P. Land Revenue Department.To-All Commissioners of Divisions (Except Chota Nagpur).The Hon'ble Mr. W.C. Macpherson, C.E.I., I.C.S.-The Board has had under consideration the difficulties which are experienced by Collectors of riverine districts in making raiyati settlements in char and diara estates belonging to Government. These difficulties a large extent arise out of the impossibility of arranging for an annual survey and classification of such lands, the agency which is at present available for the work being insufficient, with the consequent necessity of granting leases for periods exceeding a year. A recent decision of Mr. Justice Mukherji and Mr. Justice Teunon, in the case of *Jahangar Baksh Mullick v. Ram Lal Singh*, (Indian Law Reports, XXXVII, page 449), has made it necessary for the Board to look closely into the provisions of the law in connection with the practical requirements of such settlements.

2. The law which governs tenancy of char and diara lands is contained in Section 180 of the Bengal Tanancy Act which is cited below:-

"(1) Notwithstanding anything in this Act, a raiyat:-(a)who, in any part of the country where the

custom of utbandi prevails, holds land ordinarily let under that custom and for the time being let under that custom; or (b) who holds land of the kind known, as char or diara, shall not acquire a right of occupancy in case (a) in land ordinarily held under the custom utbandi, and for the time being held under that custom, or, in case (b) in the char and diara land until he has held the land in question for twelve continuous years; and until he acquires a right of occupancy in the land, he shall be liable to pay such rent for his holding as may be agreed on between him and his landlord. (2) "Chapter VI shall not apply to raiyats holding land under the custom of utbandi in respect of land held by them under that custom. [General instructions in regard to settlement of such lands are given in Rule 698 on page 184 of the Settlement Manual, which, after laying down that in ordinary cases the periods prescribed by the law (as those within which rents cannot be enhanced) would be fixed for settlements goes on to say that "in dealing with char and diara, lands, where land on its first appearance is often poor in quality, but rapidly becomes more valuable by the deposit of silt, and where the cultivable area itself is liable to constant change, and where fresh lands of great fertility are continually becoming available, the application of this principle may be unfair to Government. In such cases, therefore, settlements should be made, with the approval of the Commissioner of the Division, for a shorter term, or from year to year for an indefinite period, in order that Government may step in and enhance rents whenever it is considered equitable to do so, in accordance with the special provisions relating to char and diara, which are contained in Section 180 of Tenancy Act."] [Corresponding to Rule 637 on pages 214-215 of the Survey and Settlement Manual, 1927.]

3. The terms char and diara have not been defined in the law, For, practical purposes, and with reference to sub-section (3) of Section 180, the term may be taken to mean the areas which the Collector determines to be subject to fluvial action such fluvial action being probable within a reasonably short period of time, judged by the previous history of the land under consideration.

4. A raiyat who cultivates char and diara lands must be either an occupancy raiyat or a non-occupancy raiyat (vide Section 4 of the Act). If he is an occupancy raiyat in respect of such lands, there is nothing in Section 180 to differentiate his rights as such from those which are enjoyed by an occupancy raiyat of ordinary lands. If, however, he is a non occupancy raiyat, it is a question of some difficulty to determine how far the rights of an ordinary non-occupancy raiyat, which are described in Chapter VI of the Act, are modified by the provisions of Section 180. In the judgement referred to in paragraph 2 this question has been considered in the following passage:-

"If it is proved that the lands are really char lands, the question arises for decision how far Section 43 is affected by Section 180. This question appears to be one of first impression, and the language of Section 180 sub-section (1) is not altogether free from ambiguity. But after careful consideration of

the arguments addressed to us we are of opinion that the introductory words notwithstanding anything in this Act, govern the whole of the remainder of the sub-section (1) including the clause about payment of rent during the period preceding the acquisition of a right of occupancy. It has been suggested on behalf of the respondents that, if this interpretation were adopted, sub-section (2) might be deemed to be superfluous. To this two answers may be given namely, first that sub-section (2) might have been introduced by reason of excessive caution; and secondly, that while sub-section (2) makes the Chapter VI inapplicable to utbandi tenants, sub-section (1) makes only such portion of Chapter VI inapplicable to utbandi tenants and diara tenants as relates to the payment of rent of before the lapse of twelve years. In our opinion it is fairly clear that during the twelve years which must elapse before a right of occupancy is acquired the tenant is liable to pay the rent agreed upon, irrespective of the provisions of Section 43."

5. The Boards is advised by the Legal Remembrancer that the final words of the passage above quoted from the High Court judgement, viz., "the tenant is liable to pay the rent agreed upon, irrespective of the provisions of Section 43", do not mean as they appear to mean at first sight that the raiyat is not entitled to the protection from ejectment provided by Section 46. It is undisputed law that a diara raiyat cannot be ejected for refusing to agree to enhancement except as provided by Section 46; and a diara non-occupancy raiyat is equally incompetent with all other classes of agricultural tenants to contract himself out of the provisions of the Bengal Tenancy Act relating to ejectment [vide Section 178 (1) (c)]. In fact it appears that, apart from the necessity of continuous possession as a raiyat of the specific plot for a period of twelve years, the raiyat who is admitted to the cultivation of diara land is at a disadvantage compared with a non-occupancy raiyat of non-diara land in one single respect only, namely, that an agreement for enhancement of rent made subsequent to admission which has not been recorded under Section 46(3) need not be registered.

6. [This paragraph contains criticisms of a form then in use in the district of Monghyr, which is it not necessary to reproduce.]

7. After consideration of the criticisms of the Monghyr Kabuliyat form, which have been noted in the preceding paragraph, the Board prescribes the form attached to this letter for general adoption as a model for kabuliyats which admit raiyats to the occupation of diara lands. The specific rates suggested in the model form and the indicative crops of clause I are obviously liable to local modification and the desirability of granting the lease for a term of years only has been explicitly left to discretion of Collectors. When a raiyat is

already in possession as a tenant it will be clear from the earlier portion of this letter that during the continuance of the period agreed upon, conditions cannot be imposed on him against his consent, and that in the absence of mutual agreement, the rate of rent must be determined by the civil court.

Appendix E (2) Circular Order 8 of February, 1881. (See Rule 109) The Board have been struck with the frequency of cases in which the result of a local enquiry, accidentally directed to the State of Collections in an estate which is managed raiyatwari, has been to bring to light embezzlements of moneys collected, and other irregularities on the part of the tahsildars who collect immediately from the raiyats.

2. They fear that the apprehension of such enquires being held unexpectedly will be the only effective means of checking such practices.

3. The Board, therefore, direct that the attention of all officers be drawn to the necessity of frequently testing, by local enquiry, the accuracy of the accounts kept by the rent-collectors in estates which are managed by officers of the Government and of the Court of Wards, and especially of such as are held raiyatwari under the Government. In a recent case of embezzlement submitted to Government, the Lieutenant-Governor was pleased to remark as follows:

"The Lieutenant-Governor sees no reason why a Sub-divisional Officer (or an Assistant or Deputy Collector in the headquarters sub-division) should not visit every Government estate, and examine the accounts and converse with the raiyats once a year. It is an object to keep Government estates under direct management, in order that executive officers may have as much opportunity as possible of observing the actual condition and progress of the people. A Sub-divisional Officer could most profitably spend a few days on each Government estate during his cold weather tour."

4. These orders must be complied with, and the Board will hold Commissioners responsible that all such estates within their Divisions are properly visited and inspected at least once a year. In large estates the collections should be tested in selected villages from the charges of the different rent-collectors. It is however, absolutely essential that these enquiries should not be instituted during the cold weather only. Their value will evidently depend on their being made unexpectedly at any season of the year, and at uncertain times and intervals.

5. The enquiries may be made by the Collector, his Assistants, Deputies or Sub-Deputies, or by Managers of Wards' estates of a similar status. The inspecting Officer should at once summon before him the tahsildar or other rent-collector with his book, and also the patwaris and raiyats with their receipts, and should proceed then and there to test the entries in the tahsildars book by the receipts which the raiyats may produce and by their verbal statements. The object of the Board is not to detect such malpractices, but prevent their occurrence. If, therefore, the knowledge that these instructions have been issued, and that the Collector will insist on their being thoroughly carried out, has the effect of keeping the rent-collectors in the right course, the object will have been gained, even though the inspections bring nothing but regularity to light.

6. Reports of the result should always be submitted to the Commissioner, who, if necessary will lay them before the Board.

7. It is scarcely necessary to point out that should a subsequent inspection bring to light that any inspection officer has done this work superficially, and has so overlooked material existing irregularities, he will incur serious responsibility. To inspect a rent-collector's office without thoroughly understanding the details of his accounts and entering into them, will really do more harm than good, by giving confidence to a tahsildar who is inclined to go wrong, and by creating a false assurance of security as to his conduct.

8. This is a subject which should receive special mention in the Land Revenue Administration Report in the section relating to the direct management of estates. The number of inspections made, the name of the inspecting officer and of the office inspected, with the general results, should be given.

Appendix E (3) Circular no. 33 dated Calcutta, the 16th February, 1900 (See Rule 135) From- A.E. Silk, Esq. M. Inst. C.E. Secretary to the Sanitary Board, Bengal.

To-The

Chairman, District Board

_____ of _____
Municipal Commissioner.

The Hon'ble Mr. W.B. Oldham, C.I.E. The Hon'ble Mr. R.B. Buckley. Mr. D. Jose Elyne. Major H.J. Dyson, I.M.S.-I am directed to forward, for your information, suggestions for constructing well in

Bengal as prepared by the Sanitary Engineer, Bengal. I am to say that the Board would recommend that all wells be constructed in the future on the principles laid down therein. Suggestions for constructing wells in Bengal. Suggestions for guidance of District Boards and other local authorities in Bengal for the construction of wells.

- 1. The site for a well should be on ground at a higher level than that of the adjacent lands, so that surface drainage shall not tend towards the well.**
- 2. The site must be entirely separated from the drainage of houses, stable-yards, cow-sheds, etc., and from the soakage through highly fertilized gardens, such as vegetable gardens or lands on which opium is usually grown.**
- 3. The site should, as far as possible, be fixed with regard to the general slope of the subsoil water, so that it may be on the up-stream side of villages or collections of huts, etc. The slope of the subsoil water may be ascertained by observing the levels of the water. In existing wells at times when the draught on them is least, that is, after midday.**
- 4. Wells should only be constructed during the driest months of the year when the subsoil water is lowest.**
- 5. No definite rule can be laid down for fixing the diameter of a well for any required supply, a well sunk in pure sand yielding of course a much larger quantity of water than one sunk in loam or sand and silt. Experiments of yield may be made on wells already existing in the vicinity of the site of the proposed well.**
- 6. All wells should be sunk 5 feet below the lowest known water-level in dry weather, as this is the greatest depth in which men can work, when it becomes necessary to clean out any deposit at the bottom of the well. If, however, iron excavators are available, the well may be sunk to a greater depth, if, by so doing, a better water-bearing stratum is reached.**
- 7. The well for a depth of 10 feet below ground-level should consist of solid brick masonry in lime mortar; below this depth it may consist of alternate layers of six courses of dry brick masonry and two courses of brick masonry in lime mortar, the whole being bonded together by vertical iron tie-rods of the necessary diameter.**

8. The accompanying sketch* shows how the top 10 feet of the well should be constructed. The object of the clay puddle is to prevent surface water finding its way through the sides of the well without having been properly purified by passage through a deep layer of soil. The tile or stone course is provided to prevent the spillings and droppings of water creeping down the sides of the well. The top of the well is sloped off to prevent water-vessels being placed on the edge of the well and thus allowing their contents to be spilt back into the well. The light corrugated iron roof is for the purposes of preventing droppings of birds, leaves and dust into the well and of affording shade and shelter to the drawers of water.

9. If the depth of water below the ground at the driest season of the year is greater than 20 feet, iron buckets with light chains and wooden pulleys should be provided, so that private water-vessels need not be lowered into the well. For wells with the water surface less than 20 feet below the ground-level the top may be covered in with a brick masonry dome (on no account should the well be covered in with planks, as people can then walk about on the top of them, and dirt from their feet will fall into the water) and a small, simple, inexpensive bucket pump may be fixed on the platform surrounding the well and not on top of the well.

*Not reproduced. Appendix F Questions, prescribed for examination of registers, etc., in District and Sub-divisional Offices. (See Rule 109) (The references are to the Bihar Government Estates Manual 1953, where no other Manual is specified.) [In District and Sub-divisional offices ascertain that Registers 8, 9, 26, 26-A, 27, 32, 32-A, 46 and 69-A, and register of issue of check-books are kept; also the treasury challans; also the register of improvements under Section 80 of the Bihar Tenancy Act also for establishments the Pay Bill Book, acquittance roll, security register, travelling allowance book, contingent register, also the jamabandi (Register no. 1-A) or continuous khatian (Register no. 1B) for each estate; also the non-current account registers (viz. raiyati ledgers, siahas and counterfoil receipt books for years except the current year.) An index map should be hung up in the office showing the position of estates and there should be village-maps for each estate (see also under "Settlements").

1. (a) In the last three years how often has the officer-in-charge been changed?

(b) In the last three years how often has the head ministerial officer been changed? (c) What is the name of the officer-in-charge and how long has he been in charge? (d) What is the name of the head ministerial officer, and how long has he held the appointment?

2. What is the establishment employed in the khasmahal department?

Register 32-Estates held under direct management.(Examine this register with reference to Rules 84 and 85 of the Manual.)

3. How many such estates are there?

4. Have proper enquiries been made with regard to diluviated estates and estates which cannot be identified (see footnotes to this register, page 34 of Register and Return Manual, 1932 and Rule 101 of the Manual)?

5. Has a list of khas mahals been prepared for each district in accordance with Rule 78 of the Manual showing how each such mahal came to be brought under direct management its revenue history, its area and rent-roll, and whether it should be retained as a khas mahal or not?

Register 32-A Estates let out in farm.

6. Is a yearly list kept of estates whose settlement will expire [as prescribed in Rule 87 of the Manual]?

Register 33-of dependent tenures.

7. Are the names and description of the tenures entered in the register?

(2)Is the order under which the tenure was created or acknowledged noted?

8. Has the rent demand been properly entered?

9. Are changes of tenants duly recorded?

Jamabandi Register No. 1-A or Continuous Khatian 1-B.

10. Ascertain that the jamabandis for all estates are kept at the headquarters (Rule 57 of the Manual). (2) Are alterations made in them only under the initials of the Khasmahal Deputy Collector? (Order affecting the jamabandi may be numbered in a separate file for each estate) (3) and does the Deputy Collector certify that mutations of names have been duly checked?

11. Are the instructions contained in Rules 41 and 42 of the Manual on the subject of subdivision and amalgamation of tenures and holdings in Government estates observed?

12. Are settlements being duly made of waste land unless required for pasture, fuel and other needs of the village? (2) Are kabuliyats taken when required from the tenants, e.g. for town land? and Is copy of an order sanctioning increase or decrease of rent sent to the tahsildar (Rule 85 of the Manual)?

13. Are abstracts entered in Register I ?

14. Does the Deputy Collector compare Register I with Registers 32 and 40 and certify as required in Rule 84 of the Manual?

Other Registers and Accounts

15. Have the non-current collection registers, siahass and counterfoil receipt books been sent in by the village establishment? And have they been audited and checked by the headquarters establishment?

16. Are counterfoil receipt book supplied to tahsildar in books with serial page numbers ? (2) Is a register kept showing to what tahsildars each book has been issued? (3) Are books duly checked on return (Rule 65 of the Manual)?

Returns and Accounts.

17. (a) Has Return No. I for last half year been punctually submitted?

(b) Is it compared with Annual Return XLI and does the Tahsildar certify that the two returns agree (Rule 105 of the Manual)?

18. Are statements of progress of collections punctually submitted by tahsildars (Rules 76 and 91 of the Manual)?

19. When payments are made direct into the Treasury (Rule 70 of the Manual), is a copy of the challan sent to the tahsildar?

20. Are collections satisfactory? If below the average, what is the reason? Should tenants on any estate be given time for payment?

21. Are arrangements for punctual sending up items for remission sufficient?

22. Are lists of defaulters prepared (Rule 77 of the Manual)? (2) Is a statement prepared at the close of the year by each tahsildar showing the balance due from each raiyat (3) Are these arrears enquired into and tested, and is a certificate furnished to the Certificate Officer as required by Rule 96 of the Manual?

23. Is the number of certificates issued excessive? And does the officer-in-charge discourage their issue for small amounts (Rule 95 of the Manual).

24. Are payments on account of cesses due on Government estates made by the khas mahal department in a lump sum? (2) And are recoveries from tenants properly credited?

25. Are establishments punctually paid? (2) Are the tahsildars paid by commission? (3) Is a register of payments of commission kept in the forms prescribed in Rule 122 of the Manual?

26. Has necessary security been given by all employees?

Improvements.

27. Examine the programmes of improvements (Rules 144 and 147 of the Manual) and the sufficiency of the grant for improvements. (1) How is it being spent? (2) Is the expenditure carefully checked? (3) And are the rules with regard to advance and refund observed? (Rule 150 of the Manual.)

28. Are improvements registered in Register IV of the registers under the Bihar Tenancy Act? (2) And are they noted in the khas mahal department in a register with a record of yearly cost and note of their utility? (3) Has the annual programme been worked upto? If not, why? What measures are to be adopted to ensure its being carried out?

Miscellaneous.

29. Note anything important with regard to recent sales of estates or farming of roadside lands, and see whether the rules about alienation of land are understood and observed (Chapter VIII and Rule 33 of the Manual).

30. Does the officer-in-charge of khas mahals visit the estates and inspect the tahsil offices frequently and unexpectedly? (2) Does he check the collections in the villages? (3) And does his check come up to the percentage prescribed under Rule 113 of the manual? (4) Is he well acquainted with local conditions and requirements, and does he know the raiyats? (5) Does he pass orders promptly on petitions and cases of all kinds? (See Registers 8 and 27 kept in this Department). (6) Does he keep a village note-book as required by Rule 81 of the Manual? (7) Does the number of days spent by him on tour come up to the minimum fixed by the Commissioner? If not why?

31. When was the khas mahal department last inspected and by whom?

32. Have orders then passed been carried out?

33. Has any tahsildar or patwari been allowed to remain in the circle for more than three years? If so state reasons (vide Rule 116).

Questions for inspecting officer at tahsil offices and in the villages.

34. Has the tahsildar got (1) trace of the last settlement map for each village and (2) a khasra, or list of unsettled plots?

35. Does the officer-in-charge of Government estates keep a village notebook as laid down in Rule 81 of the Manual?

36.

(1) Are the current raiyati ledgers (Register 2), Siahass (3 and 4), Treasury pass-book (5), Remission register (6), Counterfoil receipt book (7), properly and punctually written up? (2) And are non-current registers, etc., sent into headquarters? (3) Have the old receipt books been sent to headquarters after they have been tested by the inspecting officer after the close of the year (vide Rule 65).

37. Are the raiyati ledgers balanced after each transaction?

38. After assembling the raiyats compare the counterfoil receipts with the receipts held by the raiyats and with the entries in Registers 2 and 3 and note the result.

39. Do the figures for collections for a particular year as shown in Register II agree with the total figures of collections for that period separately compiled from Registers III-A and III-B (vide Rule 75)?

40. Compare the entries of remittances to the Treasury in Registers 3 and 4 with the pass-book or receipted challans.

41. Verify entries of mutations, remissions, etc., in Register 2 with the orders of superior officers to be produced by the tahsildar and initial and date such items as are checked.

42. Verify the arrear list (to be brought from headquarters) by comparison with the defaulter's account in Register 2.

(See the percentage of check under questions 40 to 42 prescribed in Rule 113).

43. Are collections satisfactory? If below the average, what is the reason? (2) Should any tenant be given time for payment?

44. Are advances to raiyats outstanding and should they be pressed to pay?

45. Ascertain what steps are taken by the tahsildar to find tenants for unoccupied or unsettled lands (not wanted for pasture, fuel, etc.).

46. What steps is the tahsildar taking to send up items for remission?

47.

(1) Note the result of recent harvests and present state of crop and any considerable calamities (2) is land being diluviated or deteriorated by sand deposit?

48.

(1)What is the condition of the raiyats as compared with those in adjoining zamindaris? (2) Have there been any relinquishment or abandonments or holdings? If so, why?

49. Are there any complaints of oppression or illegal exaction?

50. Any petitions from the raiyats?

51.

(1)Are the tenants in need of takavi loans? (2) Or could an agricultural bank be established?

52.

(1)Go over the village lands and village site and discuss with the raiyats and village staff the improvements that can be effected agricultural, sanitary, e.g. wells, tanks and communications.(2)Note condition of boundary marks.

53. Are there new sources of revenue which can be developed-fisheries, bazaars, orchards, mines etc.?

54. Have all the tahsil and village officers received their pay for last month?

55. Have the local officers any moneys in hand for improvements or other purposes?

56. Are the tahsil kachahri buildings, furniture, etc., in good order?

[Inserted by C.S. No. 4 dated 24.3.1954.][Substituted by C.S. No. 1 dated 11.12.1953.][Substituted by C.S. No. 1 dated 11.12.1953.][Substituted by C.S. No. 1 dated 11.12.1953.][Substituted by C.S. No. 1 dated 11.12.1953.][Added by C.S. No. 4 dated 24.3.1954.]