पत्रं0 सं0 -17/विविध-11-19/2015--224----------/

बिहार सरकार,

जल संसाधन विभाग ।

प्रेषक,

श्री गजानन मिश्र,
निदेशक, भू-अर्जन एवं पुनर्वास ।

सेवा में,

सभी मुख्य अभियंता, जल संसाधन विभाग ।
सभी अधीक्षण अभियंता, योजना एवं मोनिटरिंग ।
सभी विशेष भू-अर्जन पदाधिकारी/पुनर्वास पदाधिकारी,
जल संसाधन विभाग ।

पटना, दिनांक-17-02-016/

विषयः- बिहार रैयती भूमि लीज नीति-2014 के तहत सतत् लीज का मॉडल फॉर्मेट की प्रति का प्रेषण ।

प्रसंगः- निदेशक-सह-विशेष सचिव(भू-अर्जन) राजस्व एवं भूमि सुधार विभाग, बिहार, पटना का पत्र संख्या-154/रा0 दिनांक- 22.01.2016

महाशय,

उपर्युक्त विषयक प्रासंगिक पत्र का अनुलग्नक सहित छायाप्रति संलग्न करते हुए कहना है कि सतत लीज का मॉडल फार्मेट की संशोधित प्रति (अनुसूची-पार्ट-1 एवं 2 सहित) के संदर्भ में अग्रेत्तर कार्रवाई करने की कृपा की जाए ।

अनु0:- यथोक्त ।

विश्वासभाजन,

(गजानन मिश्र)
अवर सचिव, भू-अर्जन एवं पुनर्वास ।

गैर सरकारी प्रे०सं० 687
दिनांक 23-02-16
मु० अभि० यो० एवं मोनिट०
जल संसाधन विभाग, पटना।

D/T PN/Sec-17/vividh

Received through mail, Dated - 27/01/16 (77)

पत्रांक–14 / डी0एल0एल0 (लीज)–नीति–69 / 2014–.....154..... / रा0,

फैक्स / ई–मेल

बिहार सरकार
राजस्व एवं भूमि सुधार विभाग
(भू–अर्जन निदेशालय)

प्रेषक,

शशि भूषण तिवारी,
निदेशक–सह–विशेष सचिव
भू–अर्जन।

सेवा में,

सभी प्रधान सचिव / सचिव,
सभी प्रमण्डलीय आयुक्त,
सभी विभागाध्यक्ष,
सभी समाहर्त्ता,
बिहार।

विषय :– बिहार रैयती भूमि लीज नीति, 2014 के तहत सतत लीज का मॉडल फार्मेट की प्रति का प्रेषण।

पटना–15, दिनांक–22-01-16

प्रसंग :– राजस्व विभागीय पत्रांक 1587 / रा0, दिनांक 10.12.2014

महाशय,

उपर्युक्त विषयक एवं प्रसंग के संदर्भ में कहना है कि बिहार रैयती भूमि लीज नीति, 2014, जो राजस्व विभागीय संकल्प ज्ञापांक–1440 / रा0, दिनांक–13.11.2014 द्वारा निर्गत एवं संसूचित है, के तहत प्रावधानित सतत लीज का मॉडल फार्मेट में कतिपय टंकण भूल को परिमार्जित किया गया है।

तद्नुसार सतत लीज का मॉडल फार्मेट की संशोधित प्रति (अनुसूची–पार्ट–1 एवं II सहित) अग्रेतर कार्रवाई हेतु संलग्न कर प्रेषित की जाती है।

तत्संबंधी सतत लीज का मॉडल फार्मेट राजस्व एवं भूमि सुधार विभाग, बिहार, पटना के वेबसाइट www.lrc.bih.nic.in पर भी उपलब्ध है।

निदेशक भू–अर्जन एवं पुनर्वास कार्यालय, जल संसाधन विभाग, बिहार, पटना
संख्या 2970
दिनांक 01-02-16

अनुलग्नक :– सतत लीज का मॉडल फार्मेट
(अनुसूची–पार्ट–1 एवं II सहित)।

प्रधान सचिव
जल संसाधन विभाग बिहार, पटना
मे0स0प्रे0स0 695
दिनांक 01-2-16

विश्वासभाजन,
19.1.16
(शशि भूषण तिवारी)
निदेशक–सह–विशेष सचिव,
भू–अर्जन।

50 (अ.ल.)
2.2.16

रमाकान्त जी
03.02.16

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03-02-16

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General Form Of Perpetual Lease for Raiyati Land

This indenture made the ..... day of ..... between the Raiyat / Raiyats (hereinafter called the lessor, which expression shall, where the context so admits or implies, include his successors, heirs or descendants, executors, representatives, administrators, assigns) of the one part and the Governor of Bihar/ Government Company (hereinafter called the lessee which expression shall, where the contexts so admits or implies include his successors in office and assigns)

Whereas the lessee has applied for taking over for the purpose/ purposes.....
(the lands and premises specified in Part-I of the Schedule) and has paid a total sum of Rs..... as compensation amount towards lease and whereas the said application has received the sanction of .....

Now this Indenture witness that the lessor do hereby demise unto the lessee all the lands and premises as specified in Part-I of the Schedule (enclosed with this form) with their appurtenances, to hold the same perpetually unto the lessee from the day of..... and the lessee hereby covenants with the lessor that he will perform and observe the terms and conditions set forth in Part-II of the said Schedule (enclosed with this form).

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

The Situation and Description of the land is as following:-

1. Name of the Village-
   Thana No-.....Thana-.....Anchal-.....District- .....
2. Plot No-.....Khata No-.....
3. Area of the plot/plots (in acre)-
4. Classification of land-
5. Value of assets on land-
6. Value of land -
7. Total value of land including assets on land-
   (In words also)

Signed by

.....
Name & Designation of Authorised Signatory,

For and on behalf of the Governor of Bihar
(.....Dept.)
in the presence of

/ .....
(Name of the Company)

Signed by

.....
Lessor
in the presence of

Schedule

Part-II
(Specification of Terms & Conditions)

1. The amount of rent and cess of the land taken over on perpetual lease would be borne by the requisitioning department/ requisitioning authority as per law, in one installment.

2. The land, taken on perpetual lease, would vest absolutely in the requisitioning department or requisitioning authority free from all encumbrances from the date of the lease execution.

3. The public purpose, once enumerated and declared by the requisitioning department or requisitioning authority, cannot be changed, for which the land is originally sought to be taken on lease, at any stage or at any level, by the requisitioning department or requisitioning authority. In special circumstances, however, with the prior approval of the Government in the Department of Revenue and Land Reforms, Bihar, Patna, change of public purpose would be done by the lessee.

4. In case of any clerical or mathematical error in calculation as to the amount of compensation for the land mentioned in Schedule-1, matter shall be referred to the Revenue and Land Reforms Department, Government of Bihar, Patna, within six month of the date of execution of the lease and the decision taken by the Government in the Department of Revenue and Land Reforms, Bihar, Patna will be final.

5. No claim, regarding the compensation amount taken by the concerned Raiyat/ Raiyats after the execution of the lease, will be entertained for higher amount or otherwise (Explanation- Raiyat / Raiyats hereinafter called the lessor, which expression shall, where the context so admits or implies, include his successors, heirs or descendants, executors, representatives, administrators, assigns).

6. No change of ownership, without specific permission from the Government in the Department of Revenue and Land Reforms, Bihar, Patna, shall be allowed for the land once taken on perpetual lease.

Schedule

Part-I

(Specification of the land with the trees, structures, etc, thereon)

1. Name of the Village-.....

   Thana No- ..... Thana-.....

   Anchal-.....District- .....

2. Plot / Plots No -

3. Area of each plot/ plots-

4. Total area of the plot/plots (in acre)-

5. Boundaries of plot/plots- North-

   South-

   East-

   West-

6. Description & Number of trees & plants of each kind-

7. Description & Number of houses/ structures-

8. Description & Number of tanks, wells and boring-

9. Description of anything attached to the land or permanently fastened to anything attached to the land-