

THE HIMACHAL PRADESH LEASE RULES, 2013

(Authoritative English Text of this Department's Notification No. Rev. D. (G) 6-69/2011-Part-II dated 4-3-2014 as required under clause (3) of article 348 of the Constitution of India.)

Government of Himachal Pradesh Department of Revenue

No. Rev. D. (G) 6-69/2011-Part-III.

Dated-Shimla-2.

4.3.2014.

NOTIFICATION

Whereas, the draft Himachal Pradesh Lease Rules, 2013 were notified vide this department notification of even number, dated 2nd January, 2014 and published in the Official Gazette (e-Gazette) dated 3rd January, 2014, for inviting objections and suggestions from the person(s) likely to be effected thereby; and

Whereas, some objections and suggestions were received and necessary modifications have been made in the said rules, wherever required;

Now, therefore, in exercise of the powers vested in her under Section 26 of the Himachal Pradesh Ceiling on Land Holdings Act, 1972 (Act No.19 of 1973) and Section 13 of the Himachal Pradesh Village Common Lands Vesting and Utilization Act, 1974 (Act No. 18 of 1974), the Governor of Himachal Pradesh, is pleased to make the following rules, namely:-

1. **Short title, extent and commencement-**

- 1) These rules may be called the Himachal Pradesh Lease Rules, 2013.
- 2) They shall extend to whole of the State of Himachal Pradesh.
- 3) They shall come into force from the date of publication in the Official Gazette (e-Gazette), Himachal Pradesh.

2. **Definitions.-** In these rules unless there is anything repugnant in the subject or context,-

- (a) **"Acts"** means the Himachal Pradesh Ceiling on Land Holdings Act, 1972 (Act No.19 of 1973) and the Himachal Pradesh Village Common Lands Vesting and Utilization Act, 1974 (Act No. 18 of 1974)
- (b) **"Collector"** means the collector of the district concerned.
- (c) **"competent authority"** means an authority competent to grant land on lease;
- (d) **"conspicuous place"** means Deputy Commissioner's office, Sub-Divisional Officer's (Civil) office, Tehsil office, Municipal Office/ Panchayat Ghar, Mahila Mandal and any other place of public gathering, as the case may be;
- (e) **"current circle rates"** means circle rates notified by the Collector of the district concerned for that year.
- (f) **"form"** means a form appended to these rules;
- (g) **"Planning Area"** means any area declared to be a planning area under the Himachal Pradesh Town and Country Planning Act, 1977; and
- (h) **"State Government"** means the Government of Himachal Pradesh.

3. Grant of land on lease.- 1) The land may be granted on lease for purposes and to persons as provided under these rules with the sanction of the competent authority, out of land vested with the State Government under Section 3 of the Himachal Pradesh Village Common Lands Vesting and Utilization Act, 1974 (Act No. 18 of 1974) or the land vested under section 11 of the Himachal Pradesh Ceiling on Land Holdings Act, 1972 (Act No.19 of 1973), in the interest of the development of the State, if the State Government is satisfied that there are sufficient reasons to do so:

Provided that it shall be ensured that while granting lease out of the land vested with the State Government under the Himachal Pradesh Village Common Lands Vesting and Utilization Act, 1974 (Act No. 18 of 1974), the land in reserve pool must remain to the extent of at least 50% of the land vested in the State Government. Further, sufficient land should also remain in the allotable pool for allotment to the landless and eligible persons.

(2) The land vested with the Government under the Acts, which is encroached, shall not be leased out to the encroacher. However, the encroached land can be leased out to any eligible person or institution or legal entity etc. after ejecting the encroacher.

(3) No land shall be granted on lease under these Rules where suitable private land is readily available for the purpose for which lease has been applied.

(4) Lands on lease shall not be granted in contravention of any statute regulating the transfer and use of land.

4. Purposes for which the lease may be granted. - The lease may be granted only in the interests of the development of State, if the State Government is satisfied that there are sufficient reasons to do so. The development of State shall include the following purposes, namely:-

- (i) educational Institutions;
- (ii) petrol Pumps and/or gas godowns;
- (iii) self employment of Ex-servicemen, war widows, freedom fighter and their wards¹; Below Poverty Line families and differently abled persons.

Explanation: The preference shall be given among the Below Poverty Line (BPL) families, in the following manner:-

- i) SC families;
- ii) ST families;
- iii) OBC families; and
- iv) Other families.
- (iv) construction of residential house by the landless Bonafide Himachali or for the rehabilitation of sufferers of natural calamities;
- (v) location of the specific infrastructure projects.
- (vi) any other common purpose in the interest of the development of the State and shall include the traditional cultural activities of the State of Himachal Pradesh.
- (vii)²Political Parties, Social Organizations, Welfare Boards of different communities and Employees Associations/Organisations for the construction of Office Building to meet out their social obligations and other activities.

¹ Added vide H.P. Lease amendment Rules, 2016

² Added vide H.P. Lease amendment Rules, 2017

5. Maximum limit of grant.-Maximum limit to sanction lease shall be as certified by the Department concerned dealing with the subject under the Business of the Government of Himachal Pradesh (Allocation) Rules, 1971 in the shape of Essentiality Certificate on Form C and the same shall be subject to the provisions of Himachal Pradesh Ceiling on Land Holdings Act, 1972 (Act No.19 of 1973).

¹Provided that the Government land in respect of the National Political Parties recognised by the Election Commission of India and other organizations may be sanctioned on lease basis upto the maximum limit of 1-00 Bigha only on the basis of Project Report , Building Plan and map as per requirement and on actual need basis. The land may be allotted to such Political Parties on lease basis on fulfillment of prescribed conditions and requirements as stipulated in Appendix-A.

6. Eligibility for the grant of land on lease- Any person or legal entity registered under any statute shall be eligible for grant of lease.

7. Sanction of lease. - The lease under these rules shall be sanctioned for such period and on such terms as the State Government may deem fit.

²[Provided that the State Government shall not grant the lease of land in any case for a period exceeding 40 years.]

Provided further that the lease in case of diverted forest land may be sanctioned by the Government, on the basis of Essentiality Certificate, No Objection Certificate as per forms “C” and “D” appended to these rules and approval for diversion of forest land granted by the Central or State Forest Departments, only after calculation and assessment of lease rent/amount by the concerned Deputy Commissioner-cum-Collector, without observing other codal formalities³.

8. Lease amount.- The lease amount for fresh or renewal of existing lease shall be charged from the lessee per annum in the following manner, namely:-

- i) 10% of the current circle rate.

Provided that for the Hydro Electric Projects (HEPs) and Solar Power Projects⁴ of the capacity of up to 5 MW, which are exclusively reserved for bonafide Himachalis/Co-operative Societies comprising of bonafide Himachalis, lease amount to be charged shall be 3% of the current circle rate.

Provided that for the Hydro Electric Projects (HEPs), Solar Power Projects and other Infrastructure Projects for which Government forest land has been diverted by the State or Central Government, the lease rent/ amount shall be charged @ Re. 1/- Per Sqmt., Per annum and for other Government land (non-forest land), the lease rent/amount shall be charged at the existing rate of 10% of the current circle rate:

Provided further that in respect of power and other infrastructure projects, where the lease of diverted Government forest land has been sanctioned or granted on annual lease rent basis on the existing rates as per prevailing rules prior to 31-12-2015, the lease

¹ Added vide H.P. Lease amendment Rules, 2017

² Subs. vide H.P. Lease (Amendment) Rules, 2023.

³ Added vide H.P. Lease amendment Rules, 2016

⁴ Added vide H.P. Lease amendment Rules, 2016

rent/amount shall be charged on the revised lease rate of Re.1/- per sq. mt., per annum after 01-01-2016 on uniform rates without any further concessions:

¹Provided further that the projects already executed or implemented or which are to be executed in the State under 100% funding from the State or Central Government Departments including the power projects of Himachal Pradesh State Electricity Board and Himachal Pradesh Power Corporation Limited, the Government or diverted forest land on lease shall be provided to such projects on taken lease rent of Re. 1/- per bigha per month for entire lease period.

ii) The lease amount shall be enhanced every 5 years at the rate of 5% of existing lease amount.

iii) The State Government may reduce the lease amount or provide lease on concessional terms and conditions in the following cases:-

- (a) Persons affected by natural calamities who have lost their agricultural land and dwellings.
- (b) landless/houseless persons.
- (c) Ex-servicemen, war widows, Below Poverty Line families and differently abled persons.
- (d) Projects aimed at development of Agriculture, Horticulture, Health infrastructure, educational institutions or for any such projects as are considered critically important for the development of State.

²Provided that the concessional lease rent/amount for categories (a) to (c) shall be charged @ Re 1/- per month as token lease rent and for category (d) shall be charged @ 20% of the current circle rates of the demised land in lumpsum and Re. 1/- per month as token lease money for the period for which the land is granted on lease.

³Provided further that the lease rent/amount in such cases shall be charged as per provision of clause (i) of this rule or as specified in proviso to sub-clause (d) of clause (iii) of this rule as the State Government may deem fit

9. Permission to Manage, operate and maintain.- Leaseholders, after getting approval of the State Government, may enter into agreement to manage, operate and maintain the leased property for the purpose for which it has been leased out.

10. List of Government lands to be maintained.-

- 1) The lists of Government lands classified in a manner as laid down by the State government in each district shall be maintained by the Collector.
- 2) The State Government shall determine from time to time as to which of the lands specified under sub-rule (1), shall be available for leasing.
- 3) An online lease register of leased land shall be maintained on District and Tehsil wise on a format laid down by the state government.

¹ Added vide H.P. Lease amendment Rules, 2016

² Added vide H.P. Lease amendment Rules, 2016

³ Added vide H.P. Lease amendment Rules, 2017

11. Application for lease. – 1) The application shall be made to the Collector on Form-A along with documents prescribed in Part-II of Form A. In case, the applicant is a non-agriculturist, he shall also apply for seeking permission under Section 118 of the Himachal Pradesh Tenancy and Land Reforms Act, 1972. He shall make such application on Form-LR-XIV. The documents prescribed in Rule 38-A of the Himachal Pradesh Tenancy and Land Reforms Rules, 1975 shall not be required to be attached. The Collector may recommend his case on application Form LR-XIV, on the basis of documents attached with the application for grant of lease.

2) The documents prescribed at Sl. No.4 and 5 of Part-II of Form-A attached to these Rules, shall be procured by the applicant as follows:-

- (a) For procuring Essentiality Certificate the applicant shall apply to the department under whose purview the proposed activity, for which grant of land on lease has been sought, falls.
- (b) The department concerned shall issue the Essentiality Certificate on the basis of departmental norms which assess eligibility of the lessee, the necessity of the proposed activity and the extent of land required for the same.
- (c) The applicant shall apply for a No Objection Certificate to the Sub Divisional Collector, who, when necessary, shall require the applicant to deposit the cost of demarcation, surveying and mapping the land and cause the land to be demarcated, surveyed and mapped. The Sub-Divisional Collector shall publish a proclamation stating that the land has been applied for grant on lease for claimed purpose, and all claims and objections shall be preferred within one month, including any offer to make suitable private land readily available for the said purpose.
 - i) A copy each of the proclamation shall be sent to the Tehsildar for comments and report within one month. The Tehsildar shall also record the statements of the right holders and note down their objections, if any. He shall make a report to the Sub-Divisional Officer (Civil) keeping in view their objections.
 - ii) The proclamation shall be published in two local newspapers (at least one of which is published in Hindi language) having wide circulation in the area and pasted at a conspicuous place in the vicinity of the land applied for on lease, and, after it has been so published, a copy each of the said proclamation shall also be pasted at the Sub Divisional Collector's office and at the office of the Tehsil/Sub-Tehsil in which the land is situated.
 - iii) In Scheduled areas the Sub-Divisional Officer (Civil) shall also refer the lease application to the concerned Gram Sabhas for consultation. He shall proceed further only after obtaining the Gram Sabha's resolution in this regard.
 - iv) If no claims or objections are preferred within one month of the pasting of the proclamation at the Collector's office, or in the event of any claim or objection being preferred, then the Sub Divisional Collector shall assess the report of the Tehsildar and if satisfied that there are no valid objections from local residents/right holders, shall issue the No Objection Certificate for the proposed land.

3) On receipt of the application, complete in all respect under sub-rule (1), the District Collector shall examine the same and if he is of the opinion that the application should be accepted, he shall recommend the same to the Divisional Commissioner, concerned within a period of 30 days

from the date of receipt. The District Collector shall ensure that all relevant information and documents, specified in Form A, are available and in order before making recommendation. If documents are not in order, he shall return the application to the person concerned with a specific order:

Provided that while making such recommendations for granting lease out of the land vested with the State Government under the Himachal Pradesh Village Common Lands Vesting and Utilization Act, 1974 (Act No. 18 of 1974), he shall keep in mind that while that the land in reserve pool must remain to the extent of at least 50% of the land vested in the State Government. Further, sufficient land should also remain in the allotable pool for allotment to the landless and eligible persons. This fact shall be mentioned by the Collector in his report.

Provided that if there is/are any objection(s) or shortcoming(s) in the application, the Collector shall convey such objection(s) or shortcoming(s) at one time only, to avoid unnecessary delay.

4) On receipt of the recommendations made by the Collector under sub rule 3) of this rule, the Divisional Commissioner, concerned shall consider the application and recommend the same for consideration of the State Government within a period of 20 days:

Provided that if there is/are any objection(s) or shortcoming(s) in the application, the Divisional Commissioner shall convey such objection(s) or shortcoming(s) at one time only, to the Collector concerned to avoid unnecessary delay.

12. Orders on Recommendations of Divisional Commissioner.- (1) On receipt of the recommendations made by the Divisional Commissioner under sub-rule (4) of rule 11, the State Government subject to the provisions of these rules, pass an order, in respect of sanctioning of the lease or the refusal, and, in the event of sanctioning the lease, in respect of the area, term, assessment and other conditions of the lease, as it shall think fit within a period of 30 days:

(2) The applicant shall be informed of every order passed by the State Government under sub-rule (1) of this rule.

Provided that in case the grant of lease is approved in favour of a non-agriculturist, a specific reference regarding permission under Section 118 of the Himachal Pradesh Tenancy and Land Reforms Act, 1972, shall be made in the sanction letter.

13. Execution of lease deed and giving of possession.- When a lease has been sanctioned by the competent authority, the Collector shall execute and cause to be executed a lease in Form-B within a period of six months from the sanction of lease by the Competent authority. Possession of the land shall not be given to the applicant until the lease has been registered.

14. Rates and Cesses.- A lessee, shall, in every case, covenant with Government to pay all rates and cesses chargeable on the lands.

Explanation :- The expressions 'rates' and 'cesses' in this rule shall have the same meanings as assigned to them in the Himachal Pradesh Land Revenue Act, 1954.

15. Failure to take possession. - If within six months of the execution of the lease having been communicated to the applicant, he fails to take possession of the land, or if at any time he fails to comply with any of the conditions of the lease, the Collector may cancel the lease and shall report the fact to the competent authority.

16. Reservation of certain rights of Government and settlement of disputes. -1) There shall be reserved in every lease the right of Government over all rivers and streams, and the right of the public to use existing thoroughfares traversing the grant. These shall also be reserved in every lease, all mines, minerals, coals, gold-washings, earth-oil and quarries in or under the land leased, together with the right of entering of the said land and doing all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines, minerals, coals, gold-washings and quarries.

2) The Government on its part shall, in every case, covenant with the lessee to make reasonable compensation to him for all damage occasioned by the exercise of the said rights.

3) The lessee on his part shall covenant with Government that, in case of a dispute arising between the lessee and Government as to the property and rights hereby reserved, or any matter incidental or in any way relating thereto, or as to any compensation as aforesaid, the decision thereon, in each case, of the Collector shall be considered final and binding on both parties.

17. Non-utilization of land leased or breach of conditions of lease.- 1) The lessee shall utilize the land leased to him for the purpose for which it is leased within a period of three years to be counted from the day on which the lease deed of land is registered. The State Government may extend the aforesaid period, for further such period as it may deem fit, for the reasons to be recorded in writing. However, the applicant shall have to apply through the Collector concerned for such extension at least three months before the expiry of such period. If the land leased is not used by him at any time for the purpose for which it has been leased out, the lease shall be terminated by the competent authority free from all encumbrances and the Government shall reenter the demised premises and the lease money, if paid to the Government shall be forfeited and no person shall be entitled to any compensation for any improvement made and for any building or structures constructed thereon.

(2) After the project is commissioned, the leased land rendered surplus shall immediately vest in the State Government.

(3) If the lessee commits any breach of any of the conditions of the lease deed at any time, his lease shall be terminated by the competent authority.

18. Procedure on expiry of lease. - Where government has not exercised its right of cancellation/termination of lease;

- (a) the Lessee may apply to the Collector for extension of lease period/renewal of lease specifying period of extension/ renewal three months before the date of expiry of lease term. The Collector on the receipt of such application shall cause to be issued through the concerned Sub Divisional Officer (Civil) proclamation required under rule 11 of these rules stating therein that the lessee has applied for the extension of the lease period. The Sub Divisional Officer (c) shall hear and decide the objections and issue no Objection certificate.
- (b) The Collector shall after issue of No Objection Certificate by the Sub Divisional - Officer (Civil) and Essentiality Certificate of the concerned Department send the case to the competent authority through Divisional Commissioner concerned with his recommendations:

Provided that the conditions of No Objection Certificate from Sub Divisional Officer (Civil) and Essentiality Certificate shall not apply where the lease has been granted for self employment, construction of residential house and agriculture purposes.

- (c) The leases granted prior to implementation of the Himachal Pradesh Lease Rules 1993 shall also be renewed under these rules in the above manner.

¹18-A **Penalty.**-The lessee shall be liable to pay additional amount as penalty for non execution of lease deed or non-payment of lease amount or non-renewal of lease within the stipulated period @ 10% of the existing lease rent/ amount and also in the event of non-compliance of the terms and conditions of lease deed or contravention of the provisions of Himachal Pradesh Lease Rules, 2013".

19. **Review.**- 1) The orders passed by the Collector, Divisional Commissioner, and the State Government shall be subject to review by the State Government which may pass such orders on it as it may deem fit :

Provided that such an order shall not be modified or reversed unless reasonable opportunity has been given to the party(ies) affected thereby, of being heard either in person or through his/their legal representative in support of his/ their claim.

2) An application for review shall not be entertained unless it is made within ninety days from the passing of the order, or unless the applicant satisfies the sanctioning authority that he had sufficient cause for not making the application within that period.

20. **Revision.**- The State Government may at any time call for the records of any case disposed of by the Collector or the Divisional Commissioner, as the case may be, and pass such orders as it may deem fit:

Provided that such an order shall not be modified or reversed unless reasonable opportunity has been given to the party(ies) affected thereby, to appear and be heard either in person or through his/their legal representative(s) in support of his/their claim (s).

21. **Repeal and Savings.**-1) The Himachal Pradesh Lease Rules, 2011 notified vide Government notification No. Rev D(G)9-4/2008 dated 23rd September, 2011 and published in the Official Gazette (e-Gazette), Himachal Pradesh on 26th September, 2011 and the Himachal Pradesh Lease (Amendment) Rules, 2012 notified vide notification number Rev. D(G)9-4/2008 dated 21st March, 2012 published in the Official Gazette (e-Gazette), Himachal Pradesh on 23rd March, 2012, are hereby repealed.

2) Notwithstanding such repeal, anything done or any action taken under the rules so repealed shall be deemed to have been done or taken under the corresponding provisions of these rules.

¹ Added vide H.P. Lease amendment Rules, 2016

**APPENDIX
PART-I OF FORM-A**

(See rule 11)

APPLICATION FOR LEASE OF LAND IN HIMACHAL PRADESH

1. Name of applicant son of resident of
Tehsil District State
2. Object for which lease of land is required.
3. Particulars of land proposed for lease :
 - i. District.
 - ii. Tehsil.
 - iii. No. of estate (hastabast) with name of Estate.
 - iv. Khasra Nos. with areas and classification.

Solemnly affirm and declare :-

(i) That whatever has been stated above, is true to the best of my knowledge and belief and that nothing has been concealed or suppressed there from.

I hereby promise and undertake that if any grant of land on lease is made in my favour I shall abide by the terms and conditions of such grant.

Dated.....

Signature of applicant

PART-II OF FORM A.

(DOCUMENTS TO BE ENCLOSED WITH THE APPLICATION FOR LEASE)

(see Rule 11)

1. Latest jamabandi,
2. Tatima,
3. Value of the proposed land calculated on the basis of current circle rates notified by the Collector of the district (to be calculated by Patwari concerned and countersigned by the Kanungo),
4. Essentiality Certificates in Form-C from concerned department and
5. Certificate of No Objection of local residents/shareholders from the Sub Divisional Collector in Form D.
6. No Objection Certificates from:-
 - (i) Public Works Department;
 - (ii) Irrigation and Public Health;
 - (iii) Local bodies;
 - (iv) National Highways Authority;
 - (v) Town and Country Planning;
 - (vi) Forest departments
 - (vii) Pollution Control Board;
 - (viii) Himachal Pradesh State Electricity Board;
 - (ix) Any other department if necessary.

These no objection certificates shall be obtained depending upon location and classification of land.

FORM-B
(See rule 13)

A lease made by the Governor of Himachal Pradesh (hereinafter called Government) of the one part to and Son/daughter of resident of Village Tehsil District of the State (hereinafter called the lessee) of the other part.

In pursuance of the orders contained in letter No dated the from the to the

Whereas the lessee has paid to Government the sum of rupees, being the first installment of the rent hereinafter reserved, and

Terms of the Lease :

1. Government hereby demises to the lessee all that plot of land, containing ... bighas more or less, more particularly described in the schedule hereto and delineated and colored in the plan here into annexed, subject to the exceptions and reservations and on the terms and conditions hereinafter appearing.

2. (a) The land is leased for purposes of only.

(b) The lessee may take to himself all natural produce growing on the surface of the land, excluding trees and brushwood, subject to the payments and conditions hereinafter mentioned.

(c) The lessee may construct such water-courses, temporary buildings or similar improvements as may be necessary for the purpose of cultivating being the land as herein provided, subject to the conditions hereinafter provided, and to the condition that no claim shall be made against the Government for improvements of any kind, except as hereinafter specifically provided.

3. The period of the lease shall be for years, and shall be deemed to have commenced with effect from the the day of

4. (a) The lessee shall pay a yearly rent of rupees in two equal half yearly installments of rupees each or one installment yearly of rupees.

(b) The amount shall be paid into the nearest Treasury.

(c) The lessee shall further pay all other rates, cesses, taxes, charges and other outgoings which are or may become payable by the owner of the land or the occupier thereof.

Exceptions and reservations on behalf of Government:

5. Government does not demise but accepts and reserves to itself all mines, minerals and quarries of whatsoever nature existing on, over or below the surface of the land with liberty to search for, work and remove the same, in as full and ample manner as if this lease had not been made.

6. Government does not demise but accepts and reserves to itself all rivers and streams, with their beds and banks, all water courses and drainage channels and all public thoroughfare now existing on the land or shown as proposed for construction in the plan annexed.

7. Government reserves the right to create a public right of way not exceeding in three meters in the width across the land whenever this may be considered desirable in the public interest by the Collector, without paying any compensation.

8. For the full discovery, enjoyment and use of the rights hereby reserved, or for the protection and maintenance of any property hereby excluded, it shall be lawful for Government through its authorized agents or for any officer of the Government to enter upon the land and make such use thereof as may be necessary for these purposes without making any compensation to the lessee for such use of occupation except as may be provided hereunder.

Obligations of the lessee.

9. The lessee hereby covenants with Government as follows :-

(a) To pay to or on behalf of Government the rent and any other payments which may become due under this lease at the proper time and place and in such manner as may be prescribed by law or by the order of any competent authority.

(b) To use the whole or any part of the land for the purpose for which it was granted and not to use it in any way likely to lessen its value or violation of land use as prescribed by the Town and Country Planning Department in TCP area. All construction on/use of the land will be in compliance of all applicable Laws, Rules, Statutes and other legal provisions enacted by the State or Central Government.

(c) At his own cost, when so required by the Collector, to erect permanent marks on the land hereby leased, demarcating correctly the boundaries and limits thereof, and at all times to maintain the same in good repair in accordance with any directions from time to time issued in that behalf by the Collector.

(d) To permit without let or hindrance all officers or servants of the Government or other persons duly authorized by Government in this behalf to enter the land at all times and do all acts and things necessary for or incidental to :-

- (i) the purpose enforcing compliance with any of the terms of this lease, or of ascertaining whether these have been duly performed or observed; or
- (ii) any purpose connected with the full enjoyment, discovery and use of the mineral or other rights hereinafter reserved to Government, without claim to compensation whether by reduction of rent or otherwise except as hereinafter specifically provided.

(e) Not to interfere with the lawful use by the public of any thoroughfare on the land or with the exercise by any third person of any existing rights and easements now existing thereon or which the tenant thereon is bound by the terms of this lease to create or allow.

(f) If the land or any portion thereof is required for any public purpose, to surrender the whole or so much of the land as may be required on demand by the Collector, without claiming compensation except as provided hereunder, and subject only to a proportionate remission of rent.

(g) To pay such amount towards the cost of the following works as the Collector acting under the general or special orders of Government may determine, whether the cost has already been incurred at the time of the grant or may be incurred thereafter-

- (a) the survey and demarcation of the land,

- (b) the construction of any water -course on the estate in which the land is situated, and from which a supply of water is available for the land.
 - (c) the construction of any roads, paths, culverts or bridges necessary for the general convenience of the State in which the land is situated; and
 - (d) the maintenance and repair of any such roads, paths, culverts or bridges.
- (h) At the end or sooner termination of the lease to leave the land and surrender it peacefully to the Collector.

10. In any of the following events.-

- (a) if the lessee commits any breach or fails to perform any of the terms and conditions of this lease, or suffers or permits such breach or non-performance,
- (b) if the lessee is declared insolvent, or (c) if the lease is attached, Government may at any time thereafter re-enter upon the land and determine this demise, in which case the lessee, shall make all the payments due under these presents for the current season, provided that such termination of the lease shall not prejudice any right of action or remedy of Government in respect of any antecedent breach of this agreement by the lessee:

Provided further that before termination of the lease, an opportunity of being heard shall be given to the lessee and any concerned Financial Institution shall also be informed about the same.

11. No compensation shall be payable by Government to the lessee in respect of the exercise of any of the rights reserved in this lease or on the termination of the lease, except as provided here under :-

- (a) for damage caused to the surface of the land or to anything attached thereto, or to any property of the lessee by the act or negligent omission of any person duly authorized to enter the land in exercise of the minerals rights reserved to Government such compensation as may be assessed by the Collector;
- (b) for damage to standing crops caused in exercise of the right to construct or alter water courses, such compensation as may be assessed by the officer under whose orders such action is taken;
- (c) for any improvements existing on the land on the termination of the lease otherwise than through any default of the lessee such compensation as may be assessed by the Collector in accordance with the provisions of the Himachal Pradesh Tenancy Act, 1972 for the payment of compensation for improvements effected by occupancy lessee:

Provided that any compensation payable by Government to the lessee or any sum or sums otherwise due to Government from the lessee may either be deducted from or set off against any such compensation or may be recovered otherwise as and at such time as Government may deem fit.

12. The lessee shall purchase the stamp and within four months from the date of execution, shall present this instrument for registration at his own cost failing which, without prejudice to Government rights otherwise, such failure shall be regarded as a breach of the conditions thereof and the Collector shall be entitled to rescind and cancel the same without any compensation whatsoever.

13. If any question, doubt or objection shall arise in any way connected with or arising out of these presents, or the meanings or operation of any part, thereof, or amount of compensation payable, or the rights, duties or obligations of either party then, save in so far as the decision of any such matter

has been herein before, provided for and has been so decided every such matter shall be referred to the arbitration of the Commissioner.

14. In these presents, unless context otherwise requires:-

- (a) "the Collector" and the "Commissioner" means the Collector and the Commissioner for the time being of the District or Division in which the land is situated and include any other person duly authorized by general or special order to act on behalf of Government in this behalf;
- (b) "Government" includes the successors and assigns of Government;
- (c) "the land" means the land hereby demised, together with all rights appertaining thereto and not herein excepted;
- (d) "the lessee" includes the heirs, legal representatives and permitted assigns of the lessee and if the said term includes co-sharers, any liability imposed by this deed shall be the joint and several liability of each co-sharer;
- (e) "minerals" include all substances of a mineral nature which can be won from the earth such as coal, earth-oil, gold-washing, stones and forms of soil which can be used for a profitable purpose or removal. In witness whereof the parties have hereto set their hand on the dates hereinafter in each case specified.

THE SCHEDULE ABOVE MENTIONED

Description and boundaries of the land:

An area of Hec areas cents. (equal to Bigha) situated in mauza Tehsil District the town shown in the revenue record.

Records of the local authority

No.....

And bounded as follows:-

On the North by:

On the East by:

On the South by:

On the West by:

THE PLAN

Signed for and on behalf of the Governor of the Himachal Pradesh by officer of acting under the orders of the Governor of the Himachal Pradesh in the presence of (sd) (address) (description) on the day of in the year two thousand signed by the said in the presence of (address) (description) on the day of in the year two thousand

- | | | |
|----|-------------------|-------------------|
| 1. | Witness
(Sd/-) | Officer
(Sd/-) |
| 2. | Witness
(Sd/-) | Lessee
(Sd/-) |

FORM-C
(See rule 11)

PROFORMA FOR ESSENTIALITY CERTIFICATE

Government of Himachal Pradesh

Department of

No..... Dated Place.....

ESSENTIALITY CERTIFICATE

This is to certify that land measuring (**units i.e. bighas/hects. etc.**) as detailed below situated in Mohal/Mauza..... tehsil Districtis required by (complete name and address of applicant) on lease for the purpose of for a period of years.

Location of proposed land	Khasra Nos.	Area

- i) This land is recommended for lease after ascertaining the eligibility of the applicant as per criteria laid down by the department.
- ii) This land is recommended for lease in favour of the applicant as the same is essentially required for the aforesaid activity. The aforesaid activity cannot be run in a lesser area.

Authority Concerned.

FORM-D
(See rule 11)

NO OBJECTION CERTIFICATE

It is certified that the government land comprising of khasra numbers Khata/khatauni no Situated in mohal/mauza Tehsil District is suitable for the purpose of and there are no relevant objections from any quarter if the above land is given in lease in favour of address for purpose of [(objection (if any) received in this regard have been disposed of with the attached speaking order)

It is also certified that no private landowner has agreed to make suitable land readily available for the purpose.

Sub Divisional Magistrate
Sub Division.....
District

By Order
(Tarun Shridhar),
Principal Secretary (Revenue)
to the Government of H.P.