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Maharashtra Agricultural Lands.
(Ceiling on Holdings) Act, 1961
Permission to lay underground
water pipe underneath the lands
vested in Government under * -

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Government of Maharashtra,
Revenue and Forests Department,
Resolution No. ICH-2364/168065-M(3pl),
Sachivalaya, Bombay, 1st June 1965.

RESOLUTION

Surplus lands which have been taken over from some of Companies and have vested in Government under section 21 of the Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1961 have been handed over for cultivation to the Maharashtra State Farming Corporation Ltd. (a Government owned Company) under the proviso to sub-section (2) of section 28. Some agriculturists have applied either to the Corporation or the Government for grant of permission to lay underground water pipes through these lands for the purpose of carrying water to their lands for irrigating them from a source to which they are entitled. Since the lands vest in Government and the Corporation holds the lands merely as lessee, the permission sought for can be given by Government. The question whether such permissions should be granted in the interest of better cultivation of lands and the terms and conditions on which such permission should be given by Government has been under the consideration of Government.

2. Government is now pleased to direct that the Collectors ~~may~~ ~~in consultation with~~ the Maharashtra State Farming Corporation Ltd. give such permissions to lay down underground water pipes through the lands which have vested in Government under section 21 of the Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1961 and have been handed over to the Maharashtra State Farming Corporation Ltd. for cultivation. The permission should be granted subject to the following terms and conditions and the applicant should be asked to execute an agreement in the appended form on a properly stamped paper.

*Typed
as an
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paniment
to this
G.R.

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(1) The licensee shall lay the ~~said~~ pipes at a depth of not less than 3 feet below the level of the land, the exact alignment being settled in consultation with the Collector and the Corporation before starting the work.

(2) The portion of the ~~said~~ land which may be dug up for the purpose of laying or removing the said pipes or carrying out repairs thereto, shall be restored by the licensee at his own costs to its original condition.

(3) The Corporation shall be entitled to cultivate the portion of the said land underneath which the said pipes have been laid by the licensee as aforesaid. In case the licensee is desirous of repairing or removing the said pipes, the licensee shall be entitled to do so, but he shall be liable to the Corporation for any loss resulting as a result thereof.

(4) The licensee shall have no right, title or interest whatever in to or over the said land save merely a license to enter upon the same for the purpose of carrying out the necessary operations in connection with the said pipes.

(5) Government will not be responsible for any loss or damage to the said pipes, and the said pipes will lie underneath the said land at the sole risk of the licensee.

(6) The licensee alone shall be liable for any loss or injury which any person or the Corporation may sustain by reason of any defect in or want of repairs to any of the said pipes or as a result of any carelessness negligence or misconduct of his employees or his contractor in laying, repairing or finally removing the said pipes and the licensee shall during the subsistence of this agreement indemnify and keep indemnified the Government against all claims, demands, liabilities, actions and proceedings and all costs, charges and expenses which the Government may be put to on account of any such claim or demand made in this behalf against the Government.

(7) The licensee shall at his own costs maintain the said pipes in a proper state of repairs and conditions to the entire satisfaction of the Collector or his representative and forthwith make good any damage which might be caused to the surface of the land or the crops grown thereon or to other property of the Government or of the Corporation through.....

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through leakage or any other cause whatsoever.

(8) In the event of it being found necessary at any time to carry out any alterations to the said land which shall necessitate the removal and relaying of the pipes the licensee shall ~~forthwith~~ / within fifteen days after the receipt by him of a notice to that effect from the Collector remove the same and the cost of such removal and relaying shall be borne by the licensee.

(9) On the failure of the licensee to duly observe and perform any of the terms and conditions of the permission the Collector shall be at liberty to cancel the permission and, if necessary, to remove the said pipes on the expiry of a period of three months' notice thereafter and the licensee shall be held liable for all the costs, charges and expenses so incurred by the Collector.

(10) The Government shall at all times be at liberty to terminate the permission by giving to the licensee three months prior notice in writing to that effect in which case the licensee shall not be entitled to any compensation on account of the termination of the permission.

(11) The licensee shall not commence the work of laying or removing the said pipes or do any other act subsequent thereto without having obtained prior permission in writing of the Collector as well as of the Corporation in that behalf.

(12) The licensee shall pay to the Collector in advance a fee of Rs. for opening the said land whenever the said water pipes are first laid underneath the said land and also a nominal license fee of Rs. per annum in advance every year on or before the 1st April for the said use of the said land.

(13) Before the commencement of the work of laying the said pipes the licensee shall pay to the Collector a deposit of Rs. which shall be forfeited to Government in whole or in part if in the opinion of the Collector any of the terms and conditions hereof are not duly complied with to the satisfaction.

satisfaction of the Collector or his representative.

(14) If and whenever any sum payable by the licensee under the permission shall be in arrears the same shall be recoverable from the licensee as an arrear of land revenue without prejudice to any other rights and remedies which may be open to the Government in this behalf.

(15) The licensee shall execute an agreement embodying these terms and conditions within a fortnight from the grant of permission by the Collector.

(16) The licensee shall bear the cost of preparation, stamping and execution of this agreement.

(17) Any dispute or difference of opinion between the licensee and the Collector in connection with the agreement or as to the interpretation thereof, shall be referred to the Commissioner of ----- and his decision thereon shall be final and binding on the licensee.

(18) Any notice or other document to be given to or served upon the licensee may be given or served on behalf of the Government by the Collector and any such notice or document shall be deemed to have been duly given to, or served on, the licensee if it is delivered at the last known address of the licensee or sent by registered post to his address.

3. Government is also pleased to direct that the fees referred to in condition 12 and the deposit referred to in condition 13 above should be charged at the following rates:-

(i) Fee for opening the land may be charged at the rate of 50 NP. for every 10 Meters or ~~fx~~ fraction thereof of the total running length of the pipe line laid underground the concerned land;

(ii) The annual license fee may be charged at the rate of 25 NP. for every 10 meters or fraction thereof of the total running length of the pipe line laid underground the concerned land;

(iii).....

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ON
Correction made as per Govt. R & F No. 104. 2367/19330-M (Spl) of 18.7.67

(iii) The amount of deposit to be paid to the Collector may be at the rate of Rs.5/- for every 10 Meteres or fraction thereof of the total running length of the pipe line laid underground the concerned land.

4. This Government Resolution issues with the concurrence of the Finance Department vide its Unofficial Reference No.26922/767/III, dated the 21st May 1965.

5. The licence fees & deposit paid by the licensee under condition Nos. 12 and 13 in para 2 shall be credited to the budget heads "Land Revenue Miscellaneous" & "Revenue Deposits" respectively.

(W.G. RANADIVE)
Under Secretary to Government.

To

All Commissioners of Divisions,
The Settlement Commissioner and Director of Land Records, Poona,
All Collectors (except the Collector of Bombay) &
All Special Deputy Collectors (Land Ceilings),
The Land Reforms Implementation Officer, Bombay,
The Additional Land Reforms Implementation Officer, Bombay,
The Secretary, Maharashtra State Farming Corporation Limited,
Sachivalaya Annexe (By letter).

No. of 1965.

Copy forwarded for information and guidance to:-

RSG.1.6.65.

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Accompt.to G.R., R.& F.D. No.ICH 2364/168065-M(Spl),dt.1-6-1965.

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Form of Agreement

(Permission to lay underground water pipe)

THIS AGREEMENT made the - - - - - day of - - - - -
one thousand nine hundred and sixty - - - - - between the
Governor of Maharashtra (hereinafter referred to as the
"Government") of the one part and Shri - - - - -
inhabitant of - - - - - in the district of
- - - - - (hereinafter referred to as "the
licensee" (which expression shall, unless it be repugnant to
the meaning or context thereof include his heirs, executors,
administrators and permitted assigns) of the other part;

WHEREAS the licensee has applied to the Collector
of - - - - - (hereinafter referred to as "the
Collector") for permission to lay water pipes underneath
Government land situate at - - - - - and bearing
Survey No. - - - - - and more particularly described
in the Schedule hereunder written and which is shown on the
Plan No. - - - - - hereto annexed and thereon
coloured - - - - - (hereinafter referred to as
"the said land")

AND WHEREAS under Government Order No. - - - - -
dated the - - - - - issued under section 28 of the
Maharashtra Agricultural Lands (Ceiling and Holdings) Act,
1961 the said land has been handed over to the Maharashtra
State Farming Corporation Limited (hereinafter referred to as
"the Corporation") for cultivation.

AND WHEREAS the Government has agreed to give to the
licensee such permission upon certain terms and conditions
And Whereas the parties are desirous of recording the said
terms and conditions.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED
AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS viz.:-

(1) The licensee shall lay the said pipes at a
depth of not less than 3 feet below the level of the

the land, the exact alignment being settled in consultation with the Collector and the Corporation before starting the work.

(2) The portion of the said land which may be dug up for the purposes of laying or removing the said pipes or carrying out repairs thereto, shall be restored by the Licensee at his own costs to its original condition.

(3) Notwithstanding what is herein contained the Corporation shall be entitled to cultivate the portion of the said land underneath which the said pipes have been laid by the Licensee as aforesaid. In case the Licensee is desirous of repairing or removing the said pipes, the licensee shall be entitled to do so but ^{he} shall be liable to the Corporation for any loss resulting as a result thereof.

(4) The licensee shall have no right, title or interest whatever in to or over the said land save merely a license to enter upon the same for the purpose of carrying out the necessary operations in connection with the said pipes.

(5) Government will not be responsible for any loss or damage to the said pipes, and the said pipes will lie underneath the said land at the sole risk of the Licensee.

(6) The licensee alone shall be liable for any loss or injury which any person or the Corporation may sustain by reason of any defect in or want of repairs to any of the said pipes or as a result of any carelessness, negligence or misconduct of his employees or his contractor in laying, repairing or finally removing the said pipes and the licensee shall during the subsistence of this agreement indemnify and keep indemnified the Government against all claims, demands, liabilities, actions and proceedings and all costs, charges and expenses which the Government may be put to on account of any such claim or demand made in this behalf against the Government.

(7) The licensee shall at his own costs maintain the said pipes in a proper state of repairs and conditions

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to the entire satisfaction of the Collector or his representative and forthwith make good any damage which might be caused to the surface of the land or the crops grown thereon or to other property of the Government or of the Corporation through leakage or any other cause whatsoever,

(8) In the event of it being found necessary at any time to carry out any alternations to the said land which shall necessitate the removal and relaying of the pipes the licensee shall forthwith within fifteen days after the receipt by him of a notice to that effect from the Collector remove the same and the cost of such removal and relaying shall be borne by the licensee.

(9) On the failure of the licensee to duly observe/ and perform any of the terms and conditions of the permission the Collector shall be at liberty to cancel the permission, and, if necessary, to remove the said pipes on the expiry of a period of three months' notice thereafter and the licensee shall be held liable for all the costs, charges and expenses so incurred by the Collector.

(10) The Government shall at all times be at liberty to terminate the permission by giving to the licensee three months prior notice in writing to that effect in which case the licensee shall not be entitled to any compensation on account of the termination of the permission.

(11) The licensee shall not commence the work of laying or removing the said pipes or do any other act subsequent thereto without having obtained prior permission in writing of the Collector as well as of the Corporation in that behalf.

(12) The licensee shall pay to the Collector in advance a fee of Rs. for opening the said land whenever the said water pipes are first laid underneath the said land and also a nominal licensee fee of Rs. per annum in.....

in advance every year on or before the 1st April for the said use of the said land.

(13) Before the commencement of the work of laying the said pipes the licensee shall pay to the Collector a deposit of Rs. - - - - - which shall be forfeited to Government in whole or in part if in the opinion of the Collector any of the terms and conditions hereof are not duly complied with to the satisfaction of the Collector or his representative.

(14) If and wherever any sum payable by the licensee under this agreement shall be in arrears the same shall be recoverable from the licensee as an arrear of land revenue without prejudice to any other rights and remedies which may be open to the Government in this

(15) The licensee shall execute an agreement embodying these terms and conditions within a fortnight from the grant of permission by the Collector.

(16) ~~Any~~ The licensee shall bear the cost of preparation, stamping and execution of this agreement.

(17) Any dispute or difference of opinion between the licensee and the Collector in connection with this agreement, or as to the interpretation thereof, shall be referred to the Commissioner of - - - - - and his decision thereon shall be final and binding on the licensee.

(18) Any notice or other document to be given to or served upon the licensee may be given or served on behalf of the Government by the Collector and any such notice or ~~and~~ document shall be deemed to have been duly given to, or served on, the licensee if it is delivered at the last known address of the licensee or sent by registered post to his ~~address~~.

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IN WITNESS WHEREOF the Collector has for and on behalf of the Governor of Maharashtra hereto set his hand and the seal of his office has been affixed hereto and Shri - - - - -, the licensee abovenamed has hereto set his hand the day and year first herein above written.

THE SCHEDULE ABOVE REFERRED TO

SIGNED, SEALED and DELIVERED

by the Collector of - - - - -
on behalf of the Governor of Maharashtra
in the presence of -

1. - - - - -
2. - - - - -

SIGNED, SEALED and DELIVERED

by the withinnamed Shri - - - - -
- - - - -
in the presence of -

1. - - - - -
2. - - - - -