

Department of Rural Development
Government of Himachal Pradesh
FORM-C(See Rule -18)
Lease Deed

This lease deed made on this Day of 2010
Between the Governor of Himachal Pradesh through Sh..... Additional
Deputy Commissioner who is authorized to execute the deed
on behalf of the State Government (herein-after referred to as “lessor”) which
expression, unless repugnant to the context or meaning thereof, shall include its
successor (s) or permitted assignee(s) of the FIRST PART

AND

Sh. Lead Bank Manager who is authorized to
execute the deed on behalf of the Bank (herein after referred to as “lessee”)
which expression, unless repugnant to the context or meaning thereof, shall
include its successor(s) or permitted assignee(s) of the SECOND PART.

Terms of the lease:-

1. Government hereby demises to the lessee all that plot of land, containing in Khasra No.....measuring Bighas/hec. 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 construction of Rural Self Employment Training Institute (herein after referred) to as Building 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 33 years, and shall be deemed to have commenced with effect from the day of as contained in letter No..... dated.....
4. (1) The lessee shall pay a yearly rent of Rs 1/-...(rupees one).

- (2) The entire yearly installment of Rs. 1/- shall be paid in advance during working hours at the nearest treasury or at such other place as the Secretary (RD)/ Project Director, DRDA may appoint on or before 2nd day of January during each year and the rent as provided hereunder.
- (3) The lessee shall in addition to the rent reserved above pay to Government or Project Director, DRDA,.....may direct as a sum equivalent to all rates, cesses and other periodical charges which would have been payable by the owner of the land if it had been assessed to land revenue at this rate.
- (4) The lessee shall further pay all other rates, cesses, taxes, charges and other out-going 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 excepts 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 excepts 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 three karms 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 make such use thereof and may be necessary for these purposes without making any compensation to the lessee for such use of occupation except as may be provided hereunder.

9. **Obligation of the lessee:**

The lessee hereby covenants with Government as follows:-

- (1) In the event of non-satisfactory performance by RSETIs Rural Development Department have a power to retrieve the complete infrastructure. In the event of closure scheme the whole infrastructure along with land will automatically stand transferred to the department.

- (2) The construction of the building for the RSETIs will be undertaken by the concerned Bank, Trust/Society.**
- (3) A Sub Committee of the State Level Bankers Committee may be set up in every State which will function as the State Level Steering Committee for all the RSETIs functioning in the State. This will be co-chaired by the Secretary, Rural Development of the State and the State Level Bankers Committee Convener Bank of the State and the members will include top executives of those banks which have set up / are proposing to set up RSETIs in the State and Regional Director, RBI and CGM, NABARD.**
 - (a) To monitor the progress and review the performance of each of the RSETIs through the Lead Bank forums i.e. District Coordination Committee/ State Level Bankers Committee.**
 - (b) The Committee shall meet at least four times in a year at quarterly interval. The Committee, if it feels the need for it, may invite representatives of any Banks, other than those specified above, as special invitees.**
- (4) There shall be a Governing Council at the apex level to lay down the goals, general policies and set directions to the RSETIs. The goal would be to set up RSETIs in all Districts where the concerned Bank is the lead Bank.**
- (5) A 'Local Advisory Committee' (LAC) at the Institute level should be formed with Regional Head of the sponsoring Bank acting as the Chairman and Lead District Manager, District Development Manager, NABARD, GM, District Industries Centre, PD, DRDA, the Employment Exchange Officer, heads of vocational institutes in the District like ETCs, it is, Polytechnics, KVKs etc. and two or three eminent personalities connected with Rural Development Training in the District as Members. The Director of the RSETI shall be the Convener. The LAC shall have representation from local business and industrial houses, and leading NGOs working in the areas of Skill Development and Self-employment should be headed by a Director on deputation from Sponsor Bank with rural banking exposures. He should preferably be a scale I/II Officer of the Bank.**
- (6) He should have the flair for training with aptitude for Rural Development Activities.**
- (7) Supporting faculties either on deputation from the Sponsoring Bank or on contract basis shall be made available on regular basis.**
- (8) The office shall also consist of one or two office assistant or clerks, one watchman cum gardener and one peon to be recruited or outsourced.**

- (9) The Banks may appoint fresh rural development management graduates from organizations like NIRD and IRMA, etc., as Assistant Directors, to assist the Director in operationalizing the training programmes. These specialists can help in formulating training programmes, liaising with organizations like BIRD and NABARD, evaluation and monitoring etc.
- (10) Each RSETI should offer 30 to 40 Skill Development Programmes in a financial year in various avenues. All the programmes should be of short duration ranging preferably from 1 to 6 weeks. While there is no necessity to list the entire range of trades in which the programmes could be organized, a general classification of the types of programmes is attempted below:-
- (a) Agricultural Programmes - Agriculture and allied activities like Dairy, Poultry, Apiculture, Horticulture, Sericulture, Mushroom cultivation, floriculture, fisheries, etc.
 - (b) Product Programmes- Dress designing for men and women, Rexine utility Articles, Agarbathi manufacturing, Foot ball making, Bags, Bakery Products, Leaf Cup making, recycled paper Manufacturing, etc.
 - (c) Process Programmes - Two Wheeler repairs, Radio/TV repairs, Motor rewinding, electrical transformer repairs, irrigation pump-set repairs, tractor and power tiller repairs, cell phone repairs, Beautician Course, Photography & Videography, Screen Printing, Photo Lamination, Domestic Electrical appliances repair, computer Hardware and DTP.
 - (d) General Programmes- Skill Development programmes for women etc.
 - (e) Other Programmes - Related to sectors like leather, construction, hospitality and any other sector depending on local requirements.
- (11) MoRD, through the DRDAs, will provide support towards cost of training for rural BPL candidates to the sponsor Banks at the rate of Rs. 200 per candidate per day to a maximum of Rs. 4000 for training up to 4 weeks duration and maximum of Rs. 5000 for training of longer duration. Other recurring costs for the RSETIs such as training expenses, faculty salaries, logistics, etc., will be borne by the sponsoring banks or through other sponsoring organizations like SIDBI or NABARD.
- (12) Standards in Infrastructure - Minimum 8000 sq ft.
Common minimum infrastructure should be: two to three class-rooms with toilet facilities, two workshops, two dormitories with bath & toilet facilities, one kitchen and one dining hall, one Director's room, one administrative room, one store room, two guest rooms, three staff quarters including one for the Director and two for maintenance staff of the Institute, one reception counter and one common room with basic amenities.

- (13) The types of training programmes would have to be decided by the institute based on the local resource situation and the potential demand for the products/services. The advice of the Local Advisory Committee would be very essential in this regard. A uniform standardized curriculum would be developed and circulated among the Institutes. The nodal agencies for developing curriculum for the training would be RUDSETI, UJIRE who will undertake this task in consultation with NIRD, Hyderabad. There shall be two sets of training curriculums, as shown below, in all the RSETIs:-
- a) Basic Orientation Programme courses for Swaranjayanti Gram Swarozgar Yojana Self Help Groups
 - b) Skill Development Programmes for micro enterprise and wage employment/placement. Soft skill training shall be the integral part in all the training programmes. Size of the Batch: An ideal size of a batch shall be 25-30 candidates.
- (14) Shrimadan/Yoga, presentation of MILLY (Most Important Lessons Learned yesterday) shall become the integral part of the training programme.
- (15) It shall be the primary responsibility of DRDAs and the branches of the sponsoring bank to sponsor the rural BPL trainees. Other bank branches/Government Departments operating in the area, District Manager of the District Industries Centre, ITDAs, Nehru Yuvak Kendras, etc. should be motivated to sponsor candidates. Progress of sponsoring of applications should be discussed in all BLBC, DCC/DLRC meetings and Director of the RSETIs shall be invariably present/invited to attend all these meetings.
- (16) At least 70 % of the trainees should be from the rural BPL category. Proper weight age, as per SGSY guidelines, shall be given to the candidates belonging to weaker sections like SC/STs, minorities, physically handicapped and women.
- (17) Proper system of regular follow up/handholding of trainees should be put in place for a minimum period of 2 years to ensure that the candidates take up their vocation at the earliest and are able to sustain it. In other words, short training, but long handholding should be the spirit behind the RSETI training philosophy
- (18) Trainers' training programmes for the Directors of the RSETIs and the faculties will be conducted at regular intervals by apex organizations like NIRD and RUDSETI, UJIRE. Banks shall ensure that officers posted as Directors of RSETIs undergo TTPs before taking charge of the RSETIs or at the earliest possible to instill in them the training competencies as well as the values of the RSETIs.
- (19) The apex institutes like NIRD & RDD will take up the responsibility of monitoring the progress of each RSETI at periodical intervals as and when entrusted by the National Level Committee.
- (20) Assistance in Credit Linking of trainees by sending the list of candidates to bank branches and coordinating with them for extending financial

assistance under SGSY or any other Government sponsored scheme or direct lending will be the responsibility of the Director, RSETI. He shall also ensure that the list of candidates is sent to all Bank branches of the area and co-ordinate with them for availing financial assistance under any Government sponsored scheme or direct lending. Arranging Periodical Interactive meets for ex-trainees involving Bank branches to enable the trainees to overcome their problems in availing bank credit would be another feature. Certificates issued by a RSETI will be recognized by all banks for purposes of extending credit to the trainees.

- (21) The issue of accreditation may be taken up at a later stage.
- (22) Innovative Programmes : The RSETIs should design innovative training programmes every year which are area specific, thus enabling the emerging entrepreneurs in acquiring the appropriate entrepreneurial skills in running their enterprises successfully. The basket of training programmes could vary every year and it should be dynamic.
- (23) RSETIs should conduct various skill up gradation programmes for under taking micro enterprise to compete in this ever-developing global market. They could be budgeted for, and will quality as refresher programmes. Such programmes should, however, not be longer than a week in duration.
- (24) RSETIs should give equal opportunities to women entrepreneurs. It is possible to site a number of examples where women-led enterprises have achieved success. Therefore, RSETIs could organize exclusive programmes for women in various trades depending upon their attitudes and local demand. Some such areas are hereby identified:
- Garment Manufacturing
 - Beauty Parlour management
 - Dairy, Embroidery & Fabric Painting
 - Jardozy work
 - Paper bag making
 - Agarbati manufacturing
 - Soft toys making
 - Embroidery & Patch work
 - Multi product manufacturing
 - Cloth bag making
 - Applique patch work
 - Food processing and
 - Embroidery & Cloth Paining and Sheep rearing.
- The above list is not exhaustive.
- (25) To pay to or on behalf of Government the rent and any other payment which may become due under this lease at the proper time and in such manner as may be prescribed by law or by the order of any competent authority.

- (26) To use the whole or any part of the land for the purpose for which it was granted and not to use it any way likely to lessen its value.
- (27) 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 Secretary (RD)/Project Director, DRDA.
- (28) Not to do or suffer to be done any act inconsistent with or injurious to any of the rights accepted and reserved to Government.
- (29) 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 right hereinafter reserved to Government without claim to compensation whether by reduction of rent or otherwise except as hereinafter specifically provided.
- (30) 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.
- (31) Not to construct a private canal for the irrigation of the land demised or of any other land, without permission of Government in writing first obtained, in granting which sanction Government may impose such terms and conditions in respect of the construction and maintenance of the canal and/or irrigation there from as it may deem fit.
- (32) 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.
- (33) 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
- (34) At the end or sooner termination of the lease to leave the land and surrender it peaceably to the Secretary (RD)/ Project Director, DRDA.
 - (35) To remain at all time of good behavior and in any time to trouble or disorder to render active support to the State Government.
 - (36) To render all such assistance in the prevention or discovery of crime as it incumbent on the owner or the occupier of land by any law or rule for the time being in force in the Himachal Pradesh and to be responsible in the same manner as other inhabitants of villages are under any tract law for the time being in force in the Himachal Pradesh.
 - (37) Within 6 calendar month next after the date of these presents at his own cost to erect and finish fit for use on the land hereby demised, or elsewhere as near to the land as possible, houses for the use of sub-tenants and dependents in accordance with a plan or plans to be approved in writing by the Collector and not to erect or suffer to be erected on the demised land any building or permanent structure other than and except the said houses and buildings for the purpose for which the land has been leased and to comply with all such directions as the Collector may issue from time to time as regard the construction of boundary marks and keep the same when erected in good repair and order.
 - (38) Not to make any alteration in the plan or.....elevation of the said Building without such consent as aforesaid in order to use the same or permit the same to be used for any purpose other than that of houses for sub-tenants and dependents.
 - (39) At all times to keep the said houses and premises in good and substantial repair and on the termination of this lease peaceably to yield up the property in such good and substantial repair up to the Government.
 - (40) Failure to comply with either sub-clause (14) or (15) or (16) above shall be deemed to be a breach of the terms and conditions of this lease and the Collector's decision whether there has been a breach or non-fulfillment of the said clauses or any of them, shall be final.
 - (41) In the planning area, the lessee shall not institute or change the use of any land or carry out any development of land for any purpose other than that indicated in the existing land use map without the permission in writing from the Director, Town and Country Planning.
 - (42) If the lessee at any time intends to change the purpose for which land has been leased; the State Government may permit the change of the purpose of the land so leased, in exceptional case subject to the condition that the changed purpose falls within the ambit of rule 4 of these rules .

PROVISOS

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,
The Government may at any time thereafter re-enter upon the land and determine this demise, in which cases 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 the 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 order 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 :-

- (i) the amount of any compensation so assessed may be enhanced or reduced under the orders of the Financial Commissioners ;and
- (ii) 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 stamps 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. (1) 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 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, including the following questions:-
 - a. Whether any other provision has been made in these presents for the decision of any matter and if such provision has been made, whether it has been finally decided accordingly, and
 - b. Whether the lease should be terminated or has been rightly terminated, and what are the rights and obligations of the parties as the results of such termination.(2) The decision of the competent authority, shall be final and binding; and when any of the matters above mentioned involves a claim for or the payment, recovery or reduction of money, only the amount so decided shall be recoverable in respect of thereof.
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. "Kharif Crops" and "Rabi Crops" means the crops generally sown and harvested in the kharif and rabi seasons respectively; and any question arise whether any is kharif or a rabi crop, the question shall be decided by the Secretary (RD)/Project Director, DRDA.
 - d. "the Kharif season" and the rabi season" mean the season of approximately six months each generally known as the kharif

and rabi seasons respectively ; and if any question arise whether the date on which anything has been decided by the Secretary (RD)/ Project Director, DRDA , whose decision shall be final;

- e. "the land" means hereby demised, together with all rights appertaining thereto and not herein excepted or reserved;
- f. " the lessee" includes the heirs, legal representatives and permitted assigns of this deed and if the said term includes co-shares , any liability imposed by this deed shall be the joint and several liability of each co-sharer;
- g. "mineral" 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.

However, the approval of the Government in the proposal is subject to final outcome/decision of the Hon'ble Supreme Court in SLP No. 1077/2007 State Versus Khatri Ram.

In witness whereof the parties have hereto set their hands on the dates hereinafter in each case specified.

THE SCHEDULE ABOVE MENTIONED

Description and boundaries of the land:-

Area ofarea equal to..... Bigha situated
in mauza.....Tehsil.....District
.....the town of shown in the revenue record.

Record of the local authority

No.
And boundary as follow:-

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 **Secretary (RD) Himachal Pradesh** in the presence of(sd)(address).....
.....(description) on theday
ofin year of two thousand and
.....Signed by the
said.....in the presence
of.....(address).....
.....(description) on the day of
..... In the year two thousand and
.....

1. Witness
(Sd/-)

Officer
(Sd/-)

2. Witness
(Sd/-)

Officer
(Sd/-)

By order,
Sd/-
Secretary (RD).
to the Government of H.P.